



**SANDUSKY CITY COMMISSION
REGULAR SESSION AGENDA
MARCH 9, 2020 AT 5 P.M.
CITY HALL, 240 COLUMBUS AVENUE**

INVOCATION	Dave Waddington
PLEDGE OF ALLEGIANCE	
CALL TO ORDER	
ROLL CALL	W. Poole, B. Harris, D. Murray, D. Brady, N. Twine, M. Meinzer & D. Waddington
APPROVAL OF MINUTES	February 24, 2020
AUDIENCE PARTICIPATION	
PRESENTATION	Pete Schade, Health Commissioner Erie County Health Department
PUBLIC HEARING	Michelle Reeder, Finance Director FY 2020 Budget
COMMUNICATIONS	Motion to accept all communications submitted below
CURRENT BUSINESS	

CONSENT AGENDA ITEMS

A. Submitted by Jason Werling, Recreation Superintendent

PRIORITY USE AGREEMENT WITH SANDUSKY CITY SCHOOLS FOR DORN COMMUNITY PARK

Budgetary Impact: The agreement will not result in any additional budgetary expenses. The city will benefit from the agreed upon ballfield maintenance performed by the leagues.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a three year license agreement with Sandusky City Schools for priority use of Field #6 located at Dorn Community Park for the Sandusky High School Girls Varsity and Junior Varsity Softball programs (March 1 through May 31) beginning March 1, 2020; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

B. Submitted by Jason Werling, Recreation Superintendent

PRIORITY USE AGREEMENT WITH SANDUSKY AMVETS BASEBALL LEAGUE FOR ERIE BLACKTOP FIELD AND CONCESSION STAND AT AMVETS PARK AND CONCESSION STAND AND STORAGE SHED AT SPRAU PARK

Budgetary Information: The agreement will not result in any additional budgetary expenses. The city will benefit from the agreed upon ballfield maintenance performed by the leagues.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a license agreement with Sandusky Amvets Baseball League for priority use of Erie Blacktop Field and the concession stand located at Amvets Park and Fields #1, #2 and #3 and the concession stand and storage shed located at Sprau Park for the Sandusky Amvets Baseball League program beginning April 1, 2020, through August 15, 2020; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

C. Submitted by Jason Werling, Recreation Superintendent

PRIORITY USE AGREEMENT WITH SANDUSKY TRAVELERS BASEBALL ACADEMY FOR RATHER FIELD AT JAYCEE PARK

Budgetary Information: The agreement will not result in any additional budgetary expenses. The city will benefit from the agreed upon ballfield maintenance performed by the leagues.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a license agreement with Sandusky Travelers Baseball Academy for priority use of Rather Field located at Jaycee Park South for their baseball program beginning April 1, 2020, through October 31, 2020; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

D. Submitted by Jason Werling, Recreation Superintendent

PRIORITY USE AGREEMENT WITH SANDUSKY CENTRAL CATHOLIC SCHOOLS FOR DORN COMMUNITY PARK

Budgetary Information: The agreement will not result in any additional budgetary expenses. The city will benefit from the agreed upon ballfield maintenance performed by the leagues.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a three year license agreement with Sandusky Central Catholic School for priority use of Field #5 and Field #9 located at Dorn Community Park for the Sandusky Central Catholic High School baseball and softball programs (March 1 through May 31) beginning March 1, 2020; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

E. Submitted by Jason Werling, Recreation Superintendent

PRIORITY USE AGREEMENT WITH PANTHER BASEBALL CLUB/INTERLEAGUE BASEBALL LEAGUE PROGRAM FOR KIWANIS PARK

Budgetary Information: The agreement will not result in any additional budgetary expenses. The city will benefit from the agreed upon ballfield maintenance performed by the leagues.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a license agreement with the Panther Baseball Club for priority use of the Kiwanis Park ballfield located at 2227 First Street, Sandusky, Ohio, for the Firelands Interleague Baseball League program beginning March 1, 2020, through July 31, 2020; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

F. Submitted by Stuart Hamilton, IT Manager & Michelle Reeder, Finance Director

PAYMENT TO IMMIXTECHNOLOGY, INC. FOR SUPPORT AND MAINTENANCE OF KRONOS PAYROLL SYSTEM

Budgetary Information: The cost for this support and maintenance agreement for a 12 month period will be \$12,255.90 and will be paid with funds from the IT Department’s operating budget in the amount of \$6,127.95, by the water fund in the amount of \$3,063.97 and by the sewer fund in the amount of \$3,063.98.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing payment to Immixtechnology, Inc., of McLean, Virginia, for the support and maintenance fees for the Kronos Workforce Management System for the period of April 24, 2020, through April 23, 2021; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

G. Submitted by John Orzech, Chief of Police

CORRECTION OF SCRIVENER’S ERROR

Budgetary Information: There is no cost to correct the Scrivener’s error.

ORDINANCE NO. _____: It is requested an ordinance be passed amending Ordinance No. 20-042 passed on February 24, 2020, to correct a Scrivener’s error; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

H. Submitted by Kelly Kresser, Commission Clerk

NEW LIQUOR PERMIT FOR 1319 FIRST STREET

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

The city is in receipt of a Notice to Legislative Authority from the Ohio Division of Liquor Control for a new C1 (beer only in original sealed container for carryout only) liquor permit for Beer, Bait & Moor, LLC, 1319 First Street. It is requested the Commission Clerk be authorized to notify the Division the city does not request a hearing on this matter.

I. Submitted by Kelly Kresser, Commission Clerk

TRANSFER OF LIQUOR PERMIT FOR 3608 VENICE ROAD

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

The city is in receipt of a Notice to Legislative Authority from the Ohio Division of Liquor Control for the transfer of ownership of a C1 (beer only in original sealed container for carryout only) and C2 (wine and mixed beverages in sealed containers for carryout) liquor permits from Wakeman Oil Distributing Co., Inc. to Danop, Ltd., 3608 Venice Road. It is requested the Commission Clerk be authorized to notify the Division the city does not request a hearing on this matter.

J. Submitted by Kelly Kresser, Commission Clerk

TRANSFER OF LIQUOR PERMIT FOR 2228 HAYES AVENUE

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

The city is in receipt of a Notice to Legislative Authority from the Ohio Division of Liquor Control for the transfer of C1 (beer only in original sealed container for carryout only) and C2 (wine and mixed beverages in sealed containers for carryout) liquor permits from Coles Energy, Inc. dba Sandusky Hayes Mickey Mart to Danop, Ltd. dba Sandusky Hayes Mickey Mart, 2228 Hayes Avenue. It is requested the Commission Clerk be authorized to notify the Division the city does not request a hearing on this matter.

K. Submitted by Kelly Kresser, Commission Clerk

TRANSFER OF LIQUOR PERMIT FOR 411 WEST WASHINGTON STREET

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

The city is in receipt of a Notice to Legislative Authority from the Ohio Division of Liquor Control for a transfer of C1 (beer only in original sealed container for carryout only) and C2 (wine and mixed beverages in sealed containers for carryout) liquor permits from Coles Energy, Inc. dba Sandusky Washington Mickey Mart, to Danop, Ltd. dba Sandusky Washington Mickey Mart, 411 West Washington Street. It is requested the Commission Clerk be authorized to notify the Division the city does not request a hearing on this matter.

REGULAR AGENDA ITEMS

FIRST READING

ITEM #1 - Submitted by Eric Wobser, City Manager and Michelle Reeder, Finance Director

ADOPTION OF CY 2020 BUDGET

ORDINANCE NO. _____: It is requested an ordinance be passed making general appropriations for the fiscal year 2020.

FIRST READING

ITEM #2 - Submitted by Greg Voltz, Assistant Planner

ADOPTION OF 2020 PUBLIC ART WORK PLAN

Budgetary Information: There is no direct budgetary impact related to the adoption of the 2020 Public Art Work Plan. However, implementation of the projects listed in the Plan will be completed with Public Art and Cultural Acquisition Fund (PCAAF) dollars, Sandusky Neighborhood Initiative dollars, and grants and donations that may become available. All projects exceeding \$10,000 will require City Commission approval. The PCAAF referenced in the Work Plan was created with the creation of the Public Arts & Culture Commission and shall be funded on an annual basis with the use of general funds, not admissions tax dollars. One percent of the total admissions tax received from the previous year was used to calculate the budget for the PCAAF.

ORDINANCE NO. _____: It is requested an ordinance be passed approving and adopting the 2020 Public Art Work Plan for the City of Sandusky.

ITEM #3 – Submitted by Matt Lasko, Chief Development Officer

TERMINATION OF ENTERPRISE ZONE AGREEMENT WITH RENAISSANCE TOO, LLC

Budgetary Information: There is no budgetary impact with this legislation.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to execute a mutual agreement to terminate the Enterprise Zone agreement with Renaissance Too, LLC, relating to property located at 131 East Water Street; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #4 – Submitted by Matt Lasko, Chief Development Officer

AMENDED AND RESTATED ENTERPRISE ZONE AGREEMENT WITH RENAISSANCE TOO, LLC

Budgetary Information: Similar to the original agreements, the project will have an ongoing positive impact on the general fund as 25% of the increase in assessed value will be subject to real estate taxes during the abatement period. The project will also help sustain employment in the local economy and will create/retain a minimum of 16 employment positions within the City of Sandusky.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an amended and restated Enterprise Zone agreement with Renaissance Too, LLC, relating to the property located at 125 East Water Street, and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #5 – Submitted by John Orzech, Assistant City Manager

AGREEMENT WITH LEXIPOL FOR POLICY MANAGEMENT SOFTWARE

Budgetary Information: The total cost for the project with Lexipol is \$20,379. This includes a one-time fee of \$12,500 to provide full implementation of the policies along with a Project Manager, and an annual subscription cost of \$7,879. The costs of the project will be paid with funds from the Administrative Services 2020 draft operational budget.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement for use of subscription material with Lexipol, LLC, of Frisco, Texas, for the implementation and annual subscription for policy management software for local government administration; 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, March 9 at 8:30 p.m.

Tuesday, March 10 at 5 p.m.

Monday, March 16 at 8:30 p.m.

Online:

www.ci.sandusky.oh.us – Click “Play” 



RECREATION

222 Meigs Street
Sandusky, Ohio 44870
419.627.5886
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Jason Werling, Recreation Superintendent

Date: February 25, 2020

Subject: Commission Agenda Item

ITEMS FOR CONSIDERATION:

Legislation to enter into a three -year, License Agreement with Sandusky City Schools for priority use of Field #6 at Dorn Community Park for their high school varsity and junior varsity softball programs (March 1st through May 31st) beginning March 1, 2020 through May 31, 2022.

BACKGROUND INFORMATION:

The City of Sandusky Recreation Division has had a License Agreements for the priority use of ball fields with Sandusky City Schools for the past numerous years which has worked well for both parties. Because of the success of the agreement with all of the schools, it would be beneficial to enter into another agreement.

During the term of the last agreement, the schools took more responsibility to maintain the ball fields they use by dragging, litter pick up, and assist with mowing and trimming duties which is a tremendous help to the City. In the past, each league was given the option to do an in-kind permanent improvement or to pay cash for half of the expenses of the fields in which they would like to utilize. Each entity has agreed to continue to maintain the ball fields they use by dragging, litter pick up, and assist with mowing and trimming duties.

BUDGET IMPACT:

The agreements will not result in any additional budgetary expenses. The City will benefit from the agreed upon ball field maintenance performed by the leagues.

ACTION REQUESTED: It is requested that legislation be approved authorizing the City Manager to enter into a License Agreement with Sandusky City Schools for seasonal priority use of the listed ballfield above. It is further requested that the legislation take immediate effect in full accordance with Section 14 of the City Charter in order to immediately execute the License Agreement and prior to the start of the 2020 season, which begins on March 1, 2020.

Approved:

Eric Wobser
City Manager

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR LICENSE AGREEMENT WITH SANDUSKY CITY SCHOOLS FOR PRIORITY USE OF FIELD #6 LOCATED AT DORN COMMUNITY PARK FOR THE SANDUSKY HIGH SCHOOL GIRL'S VARSITY AND JUNIOR VARSITY SOFTBALL PROGRAMS (MARCH 1ST THROUGH MAY 31ST) BEGINNING MARCH 1, 2020; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Sandusky City Schools desire to have priority use of Field #6 located at Dorn Community Park for the Sandusky High School Girl's Varsity and Junior Varsity Softball Programs for the season March 1, 2020, through May 31, 2020, as documented in the schedules marked Exhibit "A" attached and incorporated in the License Agreement; and

WHEREAS, it is necessary for the City to grant the Sandusky City Schools permission to utilize the City's park property on a priority use basis; and

WHEREAS, the Sandusky City Schools is willing to perform routine maintenance on the ball field areas under the direction of the Recreation Superintendent in exchange for the priority use of the ball fields; and

WHEREAS, this agreement will not result in any additional budgetary expenses and the City will benefit from the agreed upon routine maintenance to be performed by Sandusky City Schools; and

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

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

Section 1. The City Manager is authorized and directed to enter into a three (3) year License Agreement with Sandusky City Schools for priority use of field #6 located at Dorn Community Park for the Sandusky High School Girl's Varsity and Junior Varsity Softball Programs (March 1st through May 31st)

beginning March 1, 2020, through May 31, 2022, 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: March 9, 2020

LICENSE AGREEMENT

This Agreement made on and entered into this _____ day of _____, 2020, between the City of Sandusky, Ohio, a Chartered Municipality, 240 Columbus Avenue, Sandusky, Ohio, hereinafter referred to as "City" and the Sandusky City Schools, 407 Decatur Street, Sandusky, Ohio, hereinafter referred to as "Licensee" for the purpose of utilizing Field No. 6 located at Dorn Community Park from March 1, 2020, through May 31, 2020.

WHEREAS, Sandusky City Schools desire to have priority use of Field No. 6 located at Dorn Community Park for the Sandusky High School Girl's Varsity and Junior Varsity Softball Programs beginning in CY 2020 for the season March 1, 2020, through May 31, 2020, as documented in the schedules marked Exhibit "A" attached and specifically incorporated as if fully rewritten herein; and

WHEREAS, it is necessary for the City to grant the Licensee permission to utilize the City's park property on a priority use basis; and

WHEREAS, Licensee is willing to perform routine maintenance on the ball field areas under the direction of the Recreation Superintendent of the City in exchange for the priority use of the specific ball fields delineated in this license agreement; and

WHEREAS, the City and the Licensee understand and acknowledge they need to work cooperatively to insure that all City ball fields are equitably shared and available.

NOW, THEREFORE, the parties agree as follows:

SECTION ONE

GRANT OF LICENSE

The City hereby grants to Licensee and to Licensee's students, members, guests, volunteers and invitees the right, privilege and permission to enter into and on certain tracts of real property owned by the City, known as Field No. 6 located at Dorn Community Park.

SECTION TWO

TERM

The City grants to the Licensee the priority use of the above-described ball fields during the Licensee's yearly Girl's Varsity and Junior Varsity Softball schedules, for a period commencing March 1, 2020, through May 31, 2022.

The City and Licensee shall meet annually prior to December 31 of each year of this Agreement beginning in CY 2020 to make any necessary adjustments required due to the scheduling of Girl's Varsity and Junior Varsity softball games for the following year.

The City shall have the option to modify this License Agreement pursuant to Section 9 of this Agreement in the event that the ball fields become unavailable for use, through no fault of the parties, which necessitates necessary public improvements.

SECTION THREE

CONSIDERATION

In addition to furthering the City's public purpose of equitably sharing the City's ball fields and avoiding scheduling conflicts, the priority use privilege granted by this Agreement is in exchange for the Licensee's Agreement to

perform routine maintenance to the ball field areas and property described in Section One of this Agreement under the direction of the Director of Recreation of the City, which includes, but is not necessarily limited to, preparing, dragging and lining playing surfaces prior to each scheduled game, mowing, trimming, and making repairs to fencing and turf.

Licensee acknowledges and understands that the specific plans for repairs to the fencing and turf and any other improvements shall be pre-approved by the City Manager or their designee and shall satisfy any applicable legal requirements contained in the City's Codified Ordinances including all necessary permits and that once completed become part of the real property of the Dorn Community Park owned by the City.

Licensee agrees not to erect or cause to be erected on the property described in Section One any buildings or structures, whether permanent or temporary, without securing the prior approval of the City Manager or their designee pursuant to this Agreement.

SECTION FOUR **INDEMNIFICATION**

In consideration of the privilege granted by this Agreement, Licensee agrees to indemnify, defend, and save the City harmless from all loss, liability, cost or damages in connection with or on account of any injuries or damages that may occur or be claimed with respect to any person or property in or on the above-described property while being used by Licensee and Licensee's students, members, guests, volunteers or invitees unless the injuries or damages are the result of the sole negligence of the City or its employees, agents or contractors.

During the term of this Agreement for any priority use period Licensee shall secure, pay premiums for, and furnish certificates to the City annually and in advance of the start of each baseball and softball season for the following:

- a. Public liability insurance protecting the City and Licensee, and their respective agents, officers, employees, officials, and volunteers because of liability incurred in the performance of the terms of this Agreement when such liability is imposed on account of injury or death of a person or persons, such policy to provide limits on account of an accident resulting in injury or death to one person of not less than One Million Dollars and a liability limit on account of any accident resulting in injury or death to more than one person of not less than Two Million Dollars.
- b. Property damage insurance protecting the City and Licensee and their respective agents, officers, employees, officials and volunteers in the performance of the terms of this Agreement, such policy to provide for a limitation on account of each accident of not less than One Million Dollars.

All such insurance policies shall name the City and Licensee and shall inure to the benefit of City and Licensee and their agents, officers, employees, officials, and volunteers. Such insurance policies shall require immediate notification to both City and Licensee of any cancellation or material change in the insurance coverage.

SECTION FIVE

MAINTENANCE AND OTHER OBLIGATIONS

Licensee agrees that during all times of use of Field No. 6 located at Dorn Community Park all applicable Park rules and regulations promulgated by the City shall be enforced and adhered to including, but not necessarily limited to, the following:

The Sandusky Parks and Recreation Department's Rules and Regulations for all Organized Leagues. The City does not allow the consumption of alcoholic beverages in City ball fields or City parks. Licensee shall clean up and dispose of any refuse resulting from the use of the ball fields and shall remind spectators, parents, players and coaches to be respectful of residents in the area by not parking and/or trespassing on private property.

SECTION SIX **GOVERNING LAW**

It is agreed that this License Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Ohio.

SECTION SEVEN **TERMINATION**

Either party may terminate this Agreement upon written notification to the other party:

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

Licensee:
c/o Athletic Director
Sandusky High School
2130 Hayes Avenue
Sandusky, OH 44870

SECTION EIGHT **ASSIGNMENT**

This Agreement may not be assigned by either Party or by operation of law to any other person, firm, or entity without the express written approval of the other Party.

SECTION NINE **MODIFICATIONS**

This Agreement may be amended by the parties at any time but any amendment must be in writing and signed by each Party.

SECTION TEN **CAUSE BEYOND REASONABLE CONTROL**

Either Party will be excused from delays in performing or from failing to perform its obligations under this Agreement to the extent the delays or failures result from causes beyond the reasonable control of the Party. However, to be excused from delay or failure to perform, the Party must act diligently to remedy the cause of the delay or failure.

SECTION ELEVEN **JOINT DRAFTING AND NEUTRAL CONSTRUCTION**

This Agreement is a negotiated document and shall be deemed to have been drafted jointly by the Parties, and no rule of construction or interpretation shall apply against any particular Party based on a contention that the Agreement

was drafted by one of the Parties. This Agreement shall be construed and interpreted in a neutral manner.

SECTION TWELVE
VALIDITY OF AGREEMENT

If any term, provision, covenant, or condition of this Agreement is held by a Court of competent jurisdiction to be invalid or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected or invalidated.

SECTION THIRTEEN
ENTIRE AGREEMENT

This Agreement, including Exhibit "A", contains the entire Agreement of the Parties relating to the rights granted and obligations assumed in this Agreement. Any oral representations or modifications concerning this instrument shall be of no force or effect unless contained in a subsequent written modification signed by the Party to be changed.

SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, the City Commission of the City of Sandusky, Ohio,
have caused this Agreement to be duly executed in their respective names, all as
of the date hereinbefore written.

CITY OF SANDUSKY:

Eric L. Wobser
City Manager

STATE OF OHIO)
) ss:
ERIE COUNTY)

On this _____ day of _____, 2020, before me, a Notary Public in and for said County and State, personally appeared Eric L. Wobser, City Manager of the City of Sandusky, Ohio, and acknowledged his execution of the foregoing instrument as said officer of said City on behalf of said City and by its authority and that the same is his voluntary act and deed as said officer on behalf of said City and the voluntary act and deed of said City.

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

NOTARY PUBLIC

LICENSEE:

Shawn Coakley, Athletic Director
Sandusky High School

STATE OF OHIO)

) ss:

ERIE COUNTY)

On this _____ day of _____, 2020, before me, a Notary Public in and for said County and State, personally appeared Shawn Coakley, Athletic Director, Sandusky High School and acknowledged his execution of the foregoing instrument as said Licensee on behalf of Sandusky High School and that the same is his voluntary act and deed as said Licensee on behalf of Sandusky High School.

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

NOTARY PUBLIC

Approved as to Form:

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

EXHIBIT "A"

Sandusky High School Girl's Varsity and Junior Varsity Softball Programs Schedules

March 1, 2020 through May 31, 2020

(To be attached upon completion)



RECREATION

222 Meigs Street
Sandusky, Ohio 44870
419.627.5886
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Jason Werling, Recreation Superintendent

Date: February 25, 2020

Subject: Commission Agenda Item

ITEMS FOR CONSIDERATION:

Legislation to enter into a one-year, License Agreement with the Sandusky AMVETS Baseball League for priority use of Amvets Park Erie Blacktop Field and the concession stand located at AMVETS Park and Fields No. #1-#3 and the concession stand located at Sprau Park for the Sandusky AMVETS Baseball League Programs beginning April 1, 2020 through August 15, 2020.

BACKGROUND INFORMATION:

The City of Sandusky Recreation Division has had License Agreements for the priority use of ball fields with the Sandusky AMVETS baseball league for the past numerous years which has worked well for all parties. Because of the success of the agreements with the leagues, it would be beneficial to enter into this agreement.

During the term of the last agreement, the leagues took more responsibility to maintain the ball fields they use by dragging, litter pick up, and assist with mowing and trimming duties which is a tremendous help to the City. In the past, each league was given the option to do an in-kind permanent improvement or to pay cash for half of the expenses of the fields in which they would like to utilize. Each league has agreed to continue to maintain the ball fields they use by dragging, litter pick up, and assist with mowing and trimming duties.

BUDGET IMPACT:

The agreements will not result in any additional budgetary expenses. The City will benefit from the agreed upon ball field maintenance performed by the leagues.

ACTION REQUESTED: It is requested that legislation be approved authorizing the City Manager to enter into a License Agreement with the Sandusky AMVETS Baseball League for seasonal priority use of the listed ballfields above. It is further requested that the legislation take immediate effect in full accordance with Section 14 of the City Charter in order to immediately execute the License Agreement and prior to the start of the season, which begins on April 1, 2020.

Approved:

Eric Wobser
City Manager

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A LICENSE AGREEMENT WITH SANDUSKY AMVETS BASEBALL LEAGUE FOR PRIORITY USE OF ERIE BLACKTOP FIELD AND THE CONCESSION STAND LOCATED AT AMVETS PARK AND FIELDS #1, #2, AND #3 AND THE CONCESSION STAND AND STORAGE SHED LOCATED AT SPRAU PARK FOR THE SANDUSKY AMVETS BASEBALL LEAGUE PROGRAM BEGINNING APRIL 1, 2020, THROUGH AUGUST 15, 2020; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Sandusky AMVETS Baseball League desires to have priority use of Field #1 and the concession stand located at AMVETS Junior Park and Field #1, #2, and #3 and the concession stand located at Sprau Park for the Sandusky AMVETS Baseball League Program beginning April 1, 2020, through August 15, 2020, as documented in the schedules marked Exhibit "A" attached and incorporated in the License Agreement; and

WHEREAS, it is necessary for the City to grant the Sandusky AMVETS Baseball League permission to utilize the City's park property on a priority use basis; and

WHEREAS, the Sandusky AMVETS Baseball League is willing to perform routine maintenance to the ball field areas and concession stands under the direction of the Recreation Superintendent in exchange for the priority use of the ball fields and concession stands; and

WHEREAS, this agreement will not result in any additional budgetary expenses and the City will benefit from the agreed upon routine maintenance to be performed by the Sandusky AMVETS Baseball League; 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 License Agreement and prior to the start of the season, which begins 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 Department of Recreation, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio, finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The City Manager is authorized and directed to enter into a License Agreement with the Sandusky AMVETS Baseball League for priority use of Erie Blacktop Field and the concession stand located at AMVETS Park and Fields #1, #2, and #3 and the concession stand and storage shed located at Sprau Park for the Sandusky AMVETS Baseball League Program beginning April 1, 2020, through August 15, 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: March 9, 2020

LICENSE AGREEMENT

This Agreement made on and entered into this _____ day of _____, 2020 between the City of Sandusky, Ohio, a Chartered Municipality, 240 Columbus Avenue, Sandusky, Ohio, hereinafter referred to as "City" and the Sandusky AMVETS Baseball League, P.O. Box 1462, Sandusky, Ohio, hereinafter referred to as "Licensee" for the purpose of utilizing Erie Blacktop Field and the concession stand located at Amvets Park and Fields No. 1, 2, and 3 and the concession stand and storage shed located at Sprau Park from April 1, 2020, through August 15, 2020.

WHEREAS, the Sandusky AMVETS Baseball League desires to have priority use of Erie Blacktop Field and the concession stand located at AMVETS Park and Fields No. 1, 2, and 3 and the concession stand and storage shed located at Sprau Park for the Sandusky AMVETS Baseball League beginning April 1, 2020, through August 15, 2020, as documented in the schedules marked Exhibit "A" attached and specifically incorporated as if fully rewritten herein; and

WHEREAS, it is necessary for the City to grant the Licensee permission to utilize the City's park property on a priority use basis; and

WHEREAS, Licensee is willing to perform routine maintenance to the ball field areas and concession stands under the direction of the Recreation Superintendent of the City in exchange for the priority use of the specific ball fields delineated in this license agreement; and

WHEREAS, the City and the Licensee understand and acknowledge they need to work cooperatively to insure that all City ball fields are equitably shared and available.

NOW, THEREFORE, the parties agree as follows:

SECTION ONE

GRANT OF LICENSE

The City hereby grants to Licensee and to Licensee's participants, coaches, members, guests, volunteers and invitees the right, privilege and permission to enter into and on certain tracts of real property owned by the City, known as Erie Blacktop Field and the concession stand located at AMVETS Park and Fields No. 1, 2, and 3 and the concession stand and storage shed located at Sprau Park.

SECTION TWO

TERM

The City grants to the Licensee the priority use of the above-described ball fields, concession stands and storage shed during the Licensee's Sandusky AMVETS Baseball League and Sandusky Eagles Baseball League schedules, for a period commencing April 1, 2020, through August 15, 2020.

The City shall have the option to modify this License Agreement pursuant to Section 9 of this Agreement in the event that the ball field becomes unavailable for use, through no fault of the parties, which necessitates necessary public improvements.

SECTION THREE

CONSIDERATION

In addition to furthering the City's public purpose of equitably sharing the City's ball fields and avoiding scheduling conflicts the priority use privilege granted by this Agreement is in exchange for the performance of routine maintenance to the ball field areas and property described in Section One of this Agreement under the direction of the Recreation Superintendent of the City,

which includes, but is not necessarily limited to, preparing, dragging and lining of playing surfaces prior to each scheduled game, mowing, trimming, and making repairs to the fencing, concessions stands and storage shed.

Licensee acknowledges and understands that the specific plans for repairs to the fencing, turf and the concession stands and any other improvements shall be pre-approved by the City Manager or their designee and shall satisfy any applicable legal requirements contained in the City's Codified Ordinances including all necessary permits and that once completed become part of the real property of the AMVETS Park and/or Sprau Park owned by the City.

Licensee agrees not to erect or cause to be erected on the property described in Section One any buildings or structures, whether permanent or temporary, without securing the prior approval of the City Manager or their designee pursuant to this Agreement.

SECTION FOUR **INDEMNIFICATION**

In consideration of the privilege granted by this Agreement, Licensee agrees to indemnify, defend, and save the City harmless from all loss, liability, cost or damages in connection with or on account of any injuries or damages that may occur or be claimed with respect to any person or property in or on the above-described property while being used by Licensee and Licensee's participants, coaches, members, guests, volunteers or invitees unless the injuries or damages are the result of the sole negligence of the City or its employees, agents or contractors.

During the term of this Agreement for any priority use period Licensee shall secure, pay premiums for, and furnish certificates to the City annually and in advance of the start of each baseball season for the following:

- a. Public liability insurance protecting the City and Licensee, and their respective agents, officers, employees, officials, and volunteers because of liability incurred in the performance of the terms of this Agreement when such liability is imposed on account of injury or death of a person or persons, such policy to provide limits on account of an accident resulting in injury or death to one person of not less than One Million Dollars and a liability limit on account of any accident resulting in injury or death to more than one person of not less than Two Million Dollars.
- b. Property damage insurance protecting the City and Licensee and their respective agents, officers, employees, officials and volunteers in the performance of the terms of this Agreement, such policy to provide for a limitation on account of each accident of not less than One Million Dollars.

All such insurance policies shall name the City and Licensee and shall inure to the benefit of City and Licensee and their agents, officers, employees, officials, and volunteers. Such insurance policies shall require immediate notification to both City and Licensee of any cancellation or material change in the insurance coverage.

SECTION FIVE

MAINTENANCE AND OTHER OBLIGATIONS

Licensee agrees that during all times of use of Erie Blacktop Field and the concession stand located at AMVETS Park and Fields No. 1, 2, and 3 and the concession stand and storage shed located at Sprau Park all applicable Park rules

and regulations promulgated by the City shall be enforced and adhered to including, but not necessarily limited to, the following:

The Sandusky Parks and Recreation Department's Rules and Regulations for all Organized Leagues. The City does not allow the consumption of alcoholic beverages in City ball fields or City parks. Licensee shall clean up and dispose of any refuse resulting from the use of the ball fields and shall remind spectators, parents, players and coaches to be respectful of residents in the area by not parking and/or trespassing on private property.

SECTION SIX **GOVERNING LAW**

It is agreed that this License Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Ohio.

SECTION SEVEN **TERMINATION**

Either party may terminate this Agreement upon written notification to the other party:

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

Licensee:
c/o Board President
Sandusky AMVETS Baseball League
P.O. Box 1462
Sandusky, OH 44870

SECTION EIGHT

ASSIGNMENT

This Agreement may not be assigned by either Party or by operation of law to any other person, firm, or entity without the express written approval of the other Party.

SECTION NINE

MODIFICATIONS

This Agreement may be amended by the parties at any time but any amendment must be in writing and signed by each Party.

SECTION TEN

CAUSE BEYOND REASONABLE CONTROL

Either Party will be excused from delays in performing or from failing to perform its obligations under this Agreement to the extent the delays or failures result from causes beyond the reasonable control of the Party. However, to be excused from delay or failure to perform, the Party must act diligently to remedy the cause of the delay or failure.

SECTION ELEVEN

JOINT DRAFTING AND NEUTRAL CONSTRUCTION

This Agreement is a negotiated document and shall be deemed to have been drafted jointly by the Parties, and no rule of construction or interpretation shall apply against any particular Party based on a contention that the Agreement was drafted by one of the Parties. This Agreement shall be construed and interpreted in a neutral manner.

SECTION TWELVE
VALIDITY OF AGREEMENT

If any term, provision, covenant, or condition of this Agreement is held by a Court of competent jurisdiction to be invalid or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected or invalidated.

SECTION THIRTEEN
ENTIRE AGREEMENT

This Agreement, including Exhibit "A" contains the entire Agreement of the Parties relating to the rights granted and obligations assumed in this Agreement. Any oral representations or modifications concerning this instrument shall be of no force or effect unless contained in a subsequent written modification signed by the Party to be changed.

SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, the City Commission of the City of Sandusky, Ohio, has caused this Agreement to be duly executed in their respective names, all as of the date hereinbefore written.

CITY OF SANDUSKY:

Eric L. Wobser
City Manager

STATE OF OHIO)
) ss:
ERIE COUNTY)

On this _____ day of _____, 2020, before me, a Notary Public in and for said County and State, personally appeared Eric L. Wobser, City Manager of the City of Sandusky, Ohio, and acknowledged his execution of the foregoing instrument as said officer of said City on behalf of said City and by its authority and that the same is his voluntary act and deed as said officer on behalf of said City and the voluntary act and deed of said City.

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

NOTARY PUBLIC

LICENSEE:

Bert Farris, Board President
Sandusky AMVETS Baseball League

STATE OF OHIO)
) ss:
ERIE COUNTY)

On this _____ day of _____, 2020, before me, a Notary Public in and for said County and State, personally appeared Bert Farris, Board President, Sandusky AMVETS Baseball League and acknowledged his execution of the foregoing instrument as said Licensee on behalf of Sandusky AMVETS Baseball League and that the same is his voluntary act and deed as said Licensee on behalf of Sandusky AMVETS Baseball League.

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

NOTARY PUBLIC

Approved as to Form:

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

EXHIBIT "A"

Sandusky AMVETS Baseball League and Sandusky Eagles Baseball League Programs Schedules

April 1, 2020, through August 15, 2020

(To Be Provided Upon Completion)



RECREATION

222 Meigs Street
Sandusky, Ohio 44870
419.627.5886
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Jason Werling, Recreation Superintendent

Date: February 25, 2020

Subject: Commission Agenda Item

ITEMS FOR CONSIDERATION:

Legislation to enter into a one-year, License Agreement with the Sandusky Travelers Baseball Academy for priority use of Rather Field at Jaycee Park South beginning April 1, 2020 through October 31, 2020.

BACKGROUND INFORMATION:

The City of Sandusky Recreation Division has worked with the Sandusky Travelers Baseball Academy, previously Xavier's Baseball Academy, for many years for use of Rather Field at Jaycee Park. Sandusky City Schools previously had priority use of the field for their High School Baseball games but since then they have built their own field behind Sandusky High School. Because of the success of the continued use and upkeep of the park area, it would be beneficial to enter into this agreement.

The Sandusky Travelers Baseball Academy has taken on more responsibility to maintain the ball fields they use by dragging, litter pick up, and assist with mowing and trimming duties which is a tremendous help to the City. In the past, each league was given the option to do an in-kind permanent improvement or to pay cash for half of the expenses of the fields in which they would like to utilize. Each league has agreed to continue to maintain the ball fields they use by dragging, litter pick up, and assist with mowing and trimming duties.

BUDGET IMPACT:

The agreements will not result in any additional budgetary expenses. The City will benefit from the agreed upon ball field maintenance performed by the leagues.

ACTION REQUESTED: It is requested that legislation be approved authorizing the City Manager to enter into a License Agreement with Sandusky Travelers Baseball Academy for seasonal priority use of Rather Field at Jaycee Park. It is further requested that the legislation take immediate effect in full accordance with Section 14 of the City Charter in order to immediately execute the License Agreement and prior to the start of the season, which begins on April 1, 2020.

Approved:

Eric Wobser, City Manager

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A LICENSE AGREEMENT WITH SANDUSKY TRAVELERS BASEBALL ACADEMY FOR PRIORITY USE OF RATHER FIELD LOCATED AT JAYCEE PARK SOUTH FOR THEIR BASEBALL PROGRAM BEGINNING APRIL 1, 2020, THROUGH OCTOBER 31, 2020; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, Sandusky Travelers Baseball Academy, previously Xavier's Baseball Academy, desires to have priority use of Rather Field located at Jaycee Park South for their baseball program from April 1, 2020 through October 31, 2020, as documented in the schedule marked Exhibit "A" attached and incorporated in the License Agreement; and

WHEREAS, it is necessary for the City to grant Sandusky Travelers Baseball Academy permission to utilize the City's park property on a priority use basis; and

WHEREAS, Sandusky Travelers Baseball Academy is willing to perform routine maintenance on the ball field areas under the direction of the Recreation Superintendent in exchange for the priority use of the ball fields; and

WHEREAS, this agreement will not result in any additional budgetary expenses and the City will benefit from the agreed upon routine maintenance to be performed by Sandusky Travelers Baseball Academy; 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 License Agreement and prior to the start of the season, which begins 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 Department of Recreation, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio, finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The City Manager is authorized and directed to enter into a License Agreement with Sandusky Travelers Baseball Academy for priority use of Rather Field located at Jaycee Park South for Sandusky Travelers Baseball Academy Program beginning April 1, 2020, through October 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: March 9, 2020

LICENSE AGREEMENT

This Agreement made on and entered into this _____ day of _____, 2020, between the City of Sandusky, Ohio, a Chartered Municipality, 240 Columbus Avenue, Sandusky, Ohio, hereinafter referred to as "City" and Sandusky Travelers Baseball Academy, 215 Windswood Way, Sandusky, Ohio, 448700, hereinafter referred to as "Licensee" for the purpose of utilizing Rather Field located at Jaycee Park South from April 1, 2020 through October 31, 2020.

WHEREAS, Sandusky Travelers Baseball Academy desires to have priority use of Rather Field located at Jaycee Park South beginning April 1, 2020, through October 31, 2020, as documented in the schedules marked Exhibit "A" attached and specifically incorporated as if fully rewritten herein; and

WHEREAS, it is necessary for the City to grant the Licensee permission to utilize the City's park property on a priority use basis; and

WHEREAS, Licensee is willing to perform routine maintenance on the ball field areas under the direction of the Recreation Superintendent of the City in exchange for the priority use of the specific ball fields delineated in this license agreement; and

WHEREAS, the City and the Licensee understand and acknowledge they need to work cooperatively to insure that all City ball fields are equitably shared and available.

NOW, THEREFORE, the parties agree as follows:

SECTION ONE GRANT OF LICENSE

The City hereby grants to Licensee and to Licensee's students, members, guests, volunteers and invitees the right, privilege and permission to enter into and on certain tracts of real property owned by the City, known as Rather Field located at Jaycee Park South.

SECTION TWO

TERM

The City grants to the Licensee the priority use of the above-described ball fields during the Licensee's schedules, for a period commencing April 1, 2020, through October 31, 2020.

The City shall have the option to modify this License Agreement pursuant to Section 9 of this Agreement in the event that the ball fields become unavailable for use, through no fault of the parties, which necessitates necessary public improvements.

SECTION THREE

CONSIDERATION

In addition to furthering the City's public purpose of equitably sharing the City's ball fields and avoiding scheduling conflicts, the priority use privilege granted by this Agreement is in exchange for the Licensee's Agreement to perform routine maintenance to the ball field areas and property described in Section One of this Agreement under the direction of the Recreation Superintendent of the City, which includes, but is not necessarily limited to, preparing, dragging and lining playing surfaces prior to each scheduled game, mowing, trimming, and making repairs to fencing and turf.

Licensee acknowledges and understands that the specific plans for repairs to the fencing and turf and any other improvements shall be pre-approved by the City Manager or their designee and shall satisfy any applicable legal requirements contained in the City's Codified Ordinances including all necessary permits and that once completed become part of the real property of the Dorn Community Park owned by the City.

Licensee agrees not to erect or cause to be erected on the property described in Section One any buildings or structures, whether permanent or temporary, without securing the prior approval of the City Manager or their designee pursuant to this Agreement.

SECTION FOUR **INDEMNIFICATION**

In consideration of the privilege granted by this Agreement, Licensee agrees to indemnify, defend, and save the City harmless from all loss, liability, cost or damages in connection with or on account of any injuries or damages that may occur or be claimed with respect to any person or property in or on the above-described property while being used by Licensee and Licensee's students, members, guests, volunteers or invitees unless the injuries or damages are the result of the sole negligence of the City or its employees, agents or contractors.

During the term of this Agreement for any priority use period Licensee shall secure, pay premiums for, and furnish certificates to the City annually and in advance of the start of each baseball and softball season for the following:

- a. Public liability insurance protecting the City and Licensee, and their respective agents, officers, employees, officials, and volunteers because of liability incurred in the performance of the terms of this

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

- b. Property damage insurance protecting the City and Licensee and their respective agents, officers, employees, officials and volunteers in the performance of the terms of this Agreement, such policy to provide for a limitation on account of each accident of not less than One Million Dollars.

All such insurance policies shall name the City and Licensee and shall inure to the benefit of City and Licensee and their agents, officers, employees, officials, and volunteers. Such insurance policies shall require immediate notification to both City and Licensee of any cancellation or material change in the insurance coverage.

SECTION FIVE

MAINTENANCE AND OTHER OBLIGATIONS

Licensee agrees that during all times of use of Rather Field located at Jaycee Park South all applicable Park rules and regulations promulgated by the City shall be enforced and adhered to including, but not necessarily limited to, the following:

The Sandusky Parks and Recreation Department's Rules and Regulations for all Organized Leagues. The City does not allow the consumption of alcoholic beverages in City ball fields or City parks. Licensee shall clean up and dispose of any refuse resulting from the use of the ball fields and shall remind spectators, parents, players and coaches to be respectful of residents in the area by not

parking and/or trespassing on private property. Please remind spectators, parents, players and coaches to be respectful of residents in the area by not parking and/or trespassing on private property.

SECTION SIX **GOVERNING LAW**

It is agreed that this License Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Ohio.

SECTION SEVEN **TERMINATION**

Either party may terminate this Agreement upon written notification to the other party:

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

Licensee:
Sandusky Travelers Baseball Academy
c/o Wilbert Farris, Academy President
215 Windwood Way
Sandusky, OH 44870

SECTION EIGHT **ASSIGNMENT**

This Agreement may not be assigned by either Party or by operation of law to any other person, firm, or entity without the express written approval of the other Party.

SECTION NINE **MODIFICATIONS**

This Agreement may be amended by the parties at any time but any amendment must be in writing and signed by each Party.

SECTION TEN **CAUSE BEYOND REASONABLE CONTROL**

Either Party will be excused from delays in performing or from failing to perform its obligations under this Agreement to the extent the delays or failures result from causes beyond the reasonable control of the Party. However, to be excused from delay or failure to perform, the Party must act diligently to remedy the cause of the delay or failure.

SECTION ELEVEN **JOINT DRAFTING AND NEUTRAL CONSTRUCTION**

This Agreement is a negotiated document and shall be deemed to have been drafted jointly by the Parties, and no rule of construction or interpretation shall apply against any particular Party based on a contention that the Agreement was drafted by one of the Parties. This Agreement shall be construed and interpreted in a neutral manner.

SECTION TWELVE **VALIDITY OF AGREEMENT**

If any term, provision, covenant, or condition of this Agreement is held by a Court of competent jurisdiction to be invalid or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected or invalidated.

SECTION THIRTEEN
ENTIRE AGREEMENT

This Agreement, including Exhibit “A”, contains the entire Agreement of the Parties relating to the rights granted and obligations assumed in this Agreement. Any oral representations or modifications concerning this instrument shall be of no force or effect unless contained in a subsequent written modification signed by the Party to be changed.

SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, the City Commission of the City of Sandusky, Ohio,
have caused this Agreement to be duly executed in their respective names, all as
of the date hereinbefore written.

CITY OF SANDUSKY:

Eric L. Wobser
City Manager

STATE OF OHIO)
) ss:
ERIE COUNTY)

On this _____ day of _____, 2020, before me, a Notary Public in and for said County and State, personally appeared Eric L. Wobser, City Manager of the City of Sandusky, Ohio, and acknowledged his execution of the foregoing instrument as said officer of said City on behalf of said City and by its authority and that the same is his voluntary act and deed as said officer on behalf of said City and the voluntary act and deed of said City.

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

NOTARY PUBLIC

LICENSEE:

Wilbert Farris, Academy President
Sandusky Travelers Baseball Academy

STATE OF OHIO)
) ss:
ERIE COUNTY)

On this _____ day of _____, 2020, before me, a Notary Public in and for said County and State, personally appeared Wilbert Farris, Academy President, Sandusky Travelers Baseball Academy and acknowledged his execution of the foregoing instrument as said Licensee on behalf of Sandusky Travelers Baseball Academy School and that the same is his voluntary act and deed as said Licensee on behalf of Sandusky Travelers Baseball Academy.

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

NOTARY PUBLIC

Approved as to Form:

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

EXHIBIT "A"

Sandusky Travelers Baseball Academy Schedule

April 1, 2020, through October 31, 2020

(To Be Provided Upon Completion)



RECREATION

222 Meigs Street
Sandusky, Ohio 44870
419.627.5886
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Jason Werling, Recreation Superintendent

Date: February 25, 2020

Subject: Commission Agenda Item

ITEMS FOR CONSIDERATION:

Legislation to enter into a three-year, License Agreement with Sandusky Central Catholic Schools for priority use of Field #5 and Field #9 at Dorn Community Park for their high school varsity and junior varsity baseball and softball programs (March 1st through May 31st) beginning March 1, 2020, through May 31, 2022.

BACKGROUND INFORMATION:

The City of Sandusky Recreation Division has had a License Agreement for the priority use of ballfields at Dorn Park with Sandusky Central Catholic Schools for the past numerous years which has worked well for both parties. Because of the success of the agreement with the schools, it would be beneficial to enter into another agreement.

During the term of the last agreement, the schools continue to take more responsibility to maintain the ball fields they use by dragging, litter pick up, and assist with mowing and trimming duties which is a tremendous help to the City. In the past, each league was given the option to do an in-kind permanent improvement or to pay cash for half of the expenses of the fields in which they would like to utilize. Each entity has agreed to continue to maintain the ball fields they use by dragging, litter pick up, and assist with mowing and trimming duties.

BUDGET IMPACT:

The agreements will not result in any additional budgetary expenses. The City will benefit from the agreed upon ball field maintenance performed by the leagues.

ACTION REQUESTED: It is requested that legislation be approved authorizing the City Manager to enter into a License Agreement with Sandusky Central Catholic Schools for seasonal priority use of the listed ballfields above. It is further requested that the legislation take immediate effect in full accordance with Section 14 of the City Charter in order to immediately execute the License Agreement and prior to the start of the 2020 season, which begins on March 1, 2020.

Approved:

Eric Wobser
City Manager

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR LICENSE AGREEMENT WITH SANDUSKY CENTRAL CATHOLIC SCHOOL FOR PRIORITY USE OF FIELD #5 AND FIELD #9 LOCATED AT DORN COMMUNITY PARK FOR THE SANDUSKY CENTRAL CATHOLIC HIGH SCHOOL BASEBALL AND SOFTBALL PROGRAMS (MARCH 1ST THROUGH MAY 31ST) BEGINNING MARCH 1, 2020; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Sandusky Central Catholic School desires to have priority use of Field #5 and Field #9 located at Dorn Community Park for the Sandusky Central Catholic High School Baseball and Softball Programs for the season March 1, 2020, through May 31, 2020, as documented in the schedules marked Exhibit "A" attached and incorporated in the License Agreement; and

WHEREAS, it is necessary for the City to grant the Sandusky Central Catholic School permission to utilize the City's park property on a priority use basis; and

WHEREAS, the Sandusky Central Catholic School is willing to perform routine maintenance to the ball field areas under the direction of the Recreation Superintendent in exchange for the priority use of the ball fields; and

WHEREAS, this agreement will not result in any additional budgetary expenses and the City will benefit from the agreed upon routine maintenance to be performed by the Sandusky Central Catholic School; and

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

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

Section 1. The City Manager is authorized and directed to enter into a three (3) year License Agreement with Sandusky Central Catholic School for priority use of Field #5 and Field #9 located at Dorn Community Park for the Sandusky Central Catholic High School Baseball and Softball Programs (March 1st

through May 31st) beginning March 1, 2020, through May 31, 2022, 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: March 9, 2020

LICENSE AGREEMENT

This Agreement made on and entered into this _____ day of _____, 2020, between the City of Sandusky, Ohio, a Chartered Municipality, 240 Columbus Avenue, Sandusky, Ohio, hereinafter referred to as “City” and the Sandusky Central Catholic School, 410 West Jefferson Street, Sandusky, Ohio, hereinafter referred to as “Licensee” for the purpose of utilizing Field No. 5 and Field No. 9 located at Dorn Community Park from March 1, 2020, through May 31, 2020.

WHEREAS, the Sandusky Central Catholic School desires to have priority use of Field No. 5 and Field No. 9 located at Dorn Community Park for the Sandusky Central Catholic High School Baseball and Softball Programs beginning CY 2020 for the season March 1, 2020, through May 31, 2020, as documented in the schedules marked Exhibit “A” attached and specifically incorporated as if fully rewritten herein; and

WHEREAS, it is necessary for the City to grant the Licensee permission to utilize the City’s park property on a priority use basis; and

WHEREAS, Licensee is willing to perform routine maintenance on the ball field areas under the direction of the Recreation Superintendent of the City in exchange for the priority use of the specific ball fields delineated in the license agreement; and

WHEREAS, the City and the Licensee understand and acknowledge they need to work cooperatively to insure that all City ball fields are equitably shared and available.

NOW, THEREFORE, the parties agree as follows:

SECTION ONE

GRANT OF LICENSE

The City hereby grants to Licensee and to Licensee's students, members, guests, volunteers and invitees the right, privilege and permission to enter into and on certain tracts of real property owned by the City, known as Field No. 5 and Field No. 9 located at Dorn Community Park.

SECTION TWO

TERM

The City grants to the Licensee the priority use of the above-described ball fields during the Licensee's yearly Junior Varsity and Varsity baseball and softball schedules, for a period commencing March 1, 2020, through May 31, 2022.

The City and Licensee shall meet annually prior to December 31 of each year of this Agreement beginning in CY 2020 to make any necessary adjustments required due to the scheduling of Junior Varsity and Varsity baseball and softball games for the following year.

The City shall have the option to modify this License Agreement pursuant to Section 9 of this Agreement in the event that the ball fields become unavailable for use, through no fault of the parties, which necessitates necessary public improvements.

SECTION THREE

CONSIDERATION

In addition to furthering the City's public purpose of equitably sharing the City's ball fields and avoiding scheduling conflicts, the priority use privilege

granted by this Agreement is in exchange for the Licensee's Agreement to perform routine maintenance to the ball field areas and property described in Section One of this Agreement under the direction of the Recreation Superintendent of the City, which includes, but is not necessarily limited to, preparing, dragging and lining playing surfaces prior to each scheduled game, mowing, trimming, and making repairs to fencing and turf.

Licensee acknowledges and understands that the specific plans for repairs to the fencing and turf and any other improvements, shall be pre-approved by the City Manager or their designee and shall satisfy any applicable legal requirements contained in the City's Codified Ordinances including all necessary permits and that once completed become part of the real property of the Dorn Community Park owned by the City.

Licensee agrees not to erect or cause to be erected on the property described in Section One any buildings or structures, whether permanent or temporary, without securing the prior approval of the City Manager or their designee pursuant to this Agreement.

SECTION FOUR **INDEMNIFICATION**

In consideration of the privilege granted by this Agreement, Licensee agrees to indemnify, defend, and save the City harmless from all loss, liability, cost or damages in connection with or on account of any injuries or damages that may occur or be claimed with respect to any person or property in or on the above-described property while being used by Licensee and Licensee's students, members, guests, volunteers or invitees unless the injuries or damages are the result of the sole negligence of the City or its employees, agents or contractors.

During the term of this Agreement for any priority use period Licensee shall secure, pay premiums for, and furnish certificates to the City annually and in advance of the start of each baseball season for the following:

- a. Public liability insurance protecting the City and Licensee, and their respective agents, officers, employees, officials, and volunteers because of liability incurred in the performance of the terms of this Agreement when such liability is imposed on account of injury or death of a person or persons, such policy to provide limits on account of an accident resulting in injury or death to one person of not less than One Million Dollars and a liability limit on account of any accident resulting in injury or death to more than one person of not less than Two Million Dollars.
- b. Property damage insurance protecting the City and Licensee and their respective agents, officers, employees, officials and volunteers in the performance of the terms of this Agreement, such policy to provide for a limitation on account of each accident of not less than One Million Dollars.

All such insurance policies shall name the City and Licensee and shall inure to the benefit of City and Licensee and their agents, officers, employees, officials, and volunteers. Such insurance policies shall require immediate notification to both City and Licensee of any cancellation or material change in the insurance coverage.

SECTION FIVE

MAINTENANCE AND OTHER OBLIGATIONS

Licensee agrees that during all times of use of Field No. 5 and Field No. 9 located at Dorn Community Park the Sandusky Parks and Recreation Department's Rules and Regulations for all Organized Leagues and all applicable

Park rules promulgated by the City shall be enforced and adhered to including, but not limited to, the following:

The Sandusky Parks and Recreation Department's Rules and Regulations for all Organized Leagues. The City does not allow the consumption of alcoholic beverages in City ball fields or City parks. Licensee shall clean up and dispose of any refuse resulting from the use of the ball fields and shall remind spectators, parents, players and coaches to be respectful of residents in the area by not parking and/or trespassing on private property.

SECTION SIX **GOVERNING LAW**

It is agreed that this License Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Ohio.

SECTION SEVEN **TERMINATION**

Either party may terminate this Agreement upon written notification to the other party:

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

Licensee:
c/o Athletic Director
Sandusky Central Catholic School
410 West Jefferson Street
Sandusky, OH 44870

SECTION EIGHT **ASSIGNMENT**

This Agreement may not be assigned by either Party or by operation of law to any other person, firm, or entity without the express written approval of the other Party.

SECTION NINE

MODIFICATIONS

This Agreement may be amended by the parties at any time but any amendment must be in writing and signed by each Party.

SECTION TEN

CAUSE BEYOND REASONABLE CONTROL

Either Party will be excused from delays in performing or from failing to perform its obligations under this Agreement to the extent the delays or failures result from causes beyond the reasonable control of the Party. However, to be excused from delay or failure to perform, the Party must act diligently to remedy the cause of the delay or failure.

SECTION ELEVEN

JOINT DRAFTING AND NEUTRAL CONSTRUCTION

This Agreement is a negotiated document and shall be deemed to have been drafted jointly by the Parties, and no rule of construction or interpretation shall apply against any particular Party based on a contention that the Agreement was drafted by one of the Parties. This Agreement shall be construed and interpreted in a neutral manner.

SECTION TWELVE

VALIDITY OF AGREEMENT

If any term, provision, covenant, or condition of this Agreement is held by a Court of competent jurisdiction to be invalid or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected or invalidated.

SECTION THIRTEEN
ENTIRE AGREEMENT

This Agreement, including Exhibit “A”, contains the entire Agreement of the Parties relating to the rights granted and obligations assumed in this Agreement. Any oral representations or modifications concerning this instrument shall be of no force or effect unless contained in a subsequent written modification signed by the Party to be changed.

SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, the City Commission of the City of Sandusky, Ohio, have caused this Agreement to be duly executed in their respective names, all as of the date hereinbefore written.

CITY OF SANDUSKY:

Eric L. Wobser
City Manager

STATE OF OHIO)
) ss:
ERIE COUNTY)

On this _____ day of _____, 2020, before me, a Notary Public in and for said County and State, personally appeared Eric L. Wobser, City Manager of the City of Sandusky, Ohio, and acknowledged his execution of the foregoing instrument as said officer of said City on behalf of said City and by its authority and that the same is his voluntary act and deed as said officer on behalf of said City and the voluntary act and deed of said City.

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

NOTARY PUBLIC

LICENSEE:

Toby Notestine, Athletic Director
Sandusky Central Catholic School

STATE OF OHIO)
) ss:
ERIE COUNTY)

On this _____ day of _____, 2020, before me, a Notary Public in and for said County and State, personally appeared Toby Notestine, Athletic Director, Sandusky Central Catholic School, and acknowledged his execution of the foregoing instrument as said Licensee on behalf of Sandusky Central Catholic School and that the same is his voluntary act and deed as said Licensee on behalf of Sandusky Central Catholic School.

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

NOTARY PUBLIC

Approved as to Form:

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

EXHIBIT "A"

Sandusky Central Catholic High School Baseball and Softball Programs Schedules

March 1, 2020, through May 31, 2020

(To Be Provided Upon Completion)

DRAFT



RECREATION

222 Meigs Street
Sandusky, Ohio 44870
419.627.5886
www.ci.sandusky.oh.us

TO: Eric Wobser, City Manager

FROM: Jason Werling, Recreation Superintendent

DATE: February 25, 2020

RE: Item for Commission Agenda- Priority Use Agreement for Panther Baseball Club

ITEMS FOR CONSIDERATION:

Legislation to enter into a one-year License Agreement with the Panther Baseball Club for priority use of the field located at Kiwanis Park for the Firelands Interleague Baseball League program from March 1, 2020 through July 31, 2020.

BACKGROUND INFORMATION:

The City of Sandusky has held a Priority Use Agreement with the Sandusky Bay Baseball League from 2017-2019 which has worked well for all parties.

The Panther Baseball League has agreed to continue the responsibility to maintain the ball field by preparing, dragging and lining of the fields prior to games and as well as mowing, trimming, and making repairs to the fencing, concessions stand and storage shed which is a tremendous help to the City.

BUDGET IMPACT:

The agreement will not result in any additional budgetary expenses. The City will benefit from the agreed upon ball field maintenance performed by the Panther Baseball Club.

ACTION REQUESTED:

It is requested that legislation be approved authorizing the City Manager to enter into an Agreement with Panther Baseball Club for seasonal priority use of the Kiwanis Park Ball Field. It is further requested that this be passed to take immediate effect in accordance with Section 14 of the City Charter in order to execute the License Agreement as the season began on March 1, 2020.

Approved:

Eric Wobser, City Manager

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A LICENSE AGREEMENT WITH THE PANTHER BASEBALL CLUB FOR PRIORITY USE OF THE KIWANIS PARK BALL FIELD LOCATED AT 2227 FIRST STREET, SANDUSKY, OHIO FOR THE FIRELANDS INTERLEAGUE BASEBALL LEAGUE PROGRAM BEGINNING MARCH 1 2020, THROUGH JULY 31, 2020; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Panther Baseball Club desires to have priority use of the Kiwanis Park Ball Field located at 2227 First Street, Sandusky, Ohio for the Firelands Interleague Baseball League Program from March 1, 2020 through July 31, 2020, as documented in the schedule marked Exhibit "A" attached and incorporated in the License Agreement; and

WHEREAS, it is necessary for the City to grant the Panther Baseball Club permission to utilize the City's park property on a priority use basis; and

WHEREAS, the Panther Baseball Club will perform routine maintenance to the ball field areas and concession stand, which includes preparing, dragging and lining of playing surfaces prior to each scheduled game, mowing, trimming, and making repairs to the fencing, concessions stand and storage shed, in exchange for the priority use of the baseball field; and

WHEREAS, this agreement will not result in any additional budgetary expenses and the City will benefit from the agreed upon maintenance performed by the Panther Baseball Club; and

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

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

Section 1. The City Manager is authorized and directed to enter into a License Agreement with the Panther Baseball Club for priority use of the Kiwanis Park Ball Field located at 2227 First Street, Sandusky, Ohio, for the Firelands

Interleague Baseball League Program beginning March 1, 2020, through July 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: March 9, 2020

LICENSE AGREEMENT

This Agreement made on and entered into this _____ day of _____, 2020 between the City of Sandusky, Ohio, a Chartered Municipality, 240 Columbus Avenue, Sandusky, Ohio, hereinafter referred to as "City" and the Panther Baseball Club, 1512 Wayne Street, Sandusky, Ohio, hereinafter referred to as "Licensee" for the purpose of utilizing the Kiwanis Park Ball Field, concession stand, and storage shed located at 2227 First Street, Sandusky, Ohio from March 1, 2020 through July 31, 2020.

WHEREAS, the Panther Baseball Club desires to have priority use of Kiwanis Park Ball Field, concession stand, and storage shed for the Firelands Interleague Baseball League beginning March 1, 2020, through July 31, 2020, which includes games and practices, as documented in the schedules marked Exhibit "A" attached and specifically incorporated as if fully rewritten herein; and

WHEREAS, it is necessary for the City to grant the Licensee permission to utilize the City's park property on a priority use basis; and

WHEREAS, Licensee is willing to perform routine maintenance to the ball field areas and concession stand under the direction of the Recreation Director of the City in exchange for the priority use of the ball field delineated in this license agreement; and

WHEREAS, the City and the Licensee understand and acknowledge they need to work cooperatively to insure that all City ball fields are equitably shared and available.

NOW, THEREFORE, the parties agree as follows:

SECTION ONE GRANT OF LICENSE

The City hereby grants to Licensee and to Licensee's participants, coaches, members, guests, volunteers and invitees the right, privilege and permission to enter into and on certain tracts of real property owned by the City, known as Kiwanis Park Ball Field, concession stand and storage shed located at 2227 First Street, Sandusky, Ohio.

SECTION TWO

TERM

The City grants to the Licensee the priority use of the above-described ball field, concession stand and storage shed during the Licensee's schedules, for a period commencing March 1, 2020, through July 31, 2020.

The City shall have the option to modify this License Agreement pursuant to Section 9 of this Agreement in the event that the ball field becomes unavailable for use, through no fault of the parties, which necessitates necessary public improvements.

SECTION THREE

CONSIDERATION

In addition to furthering the City's public purpose of equitably sharing the City's ball fields and avoiding scheduling conflicts the priority use privilege granted by this Agreement is in exchange for the Licensee's agreement to perform routine maintenance to the ball field area and property described in Section One of this Agreement under the direction of the Recreation Superintendent of the City, which includes, but is not necessarily limited to, preparing, dragging and lining of playing surfaces prior to each scheduled game,

mowing, trimming, and making repairs to the fencing, concessions stands and storage shed.

Licensee acknowledges and understands that the specific plans for repairs to the fencing, turf and the concession stand and any other improvements shall be pre-approved by the City Manager and shall satisfy any applicable legal requirements contained in the City's Codified Ordinances including all necessary permits and that once completed become part of the real property of the Kiwanis Park owned by the City.

Licensee agrees not to erect or cause to be erected on the property described in Section One any buildings or structures, whether permanent or temporary, without securing the prior approval of the City Manager or their designee pursuant to this Agreement.

SECTION FOUR **INDEMNIFICATION**

In consideration of the privilege granted by this Agreement, Licensee agrees to indemnify, defend, and save the City harmless from all loss, liability, cost or damages in connection with or on account of any injuries or damages that may occur or be claimed with respect to any person or property in or on the above-described property while being used by Licensee and Licensee's participants, coaches, members, guests, volunteers or invitees unless the injuries or damages are the result of the sole negligence of the City or its employees, agents or contractors.

During the term of this Agreement for any priority use period Licensee shall secure, pay premiums for, and furnish certificates to the City annually and in advance of the start of each baseball season for the following:

- a. Public liability insurance protecting the City and Licensee, and their respective agents, officers, employees, officials, and volunteers because of liability incurred in the performance of the terms of this Agreement when such liability is imposed on account of injury or death of a person or persons, such policy to provide limits on account of an accident resulting in injury or death to one person of not less than One Million Dollars and a liability limit on account of any accident resulting in injury or death to more than one person of not less than Two Million Dollars.
- b. Property damage insurance protecting the City and Licensee and their respective agents, officers, employees, officials and volunteers in the performance of the terms of this Agreement, such policy to provide for a limitation on account of each accident of not less than One Million Dollars.

All such insurance policies shall name the City and Licensee and shall inure to the benefit of City and Licensee and their agents, officers, employees, officials, and volunteers. Such insurance policies shall require immediate notification to both City and Licensee of any cancellation or material change in the insurance coverage.

SECTION FIVE

MAINTENANCE AND OTHER OBLIGATIONS

Licensee agrees that during all times of use of the Kiwanis Park Ball Field, concession stand, and storage shed located at Kiwanis Park all applicable Park rules and regulations promulgated by the City shall be enforced and adhered to including, but not necessarily limited to, the following:

The Sandusky Parks and Recreation Department's Rules and Regulations for all Organized Leagues. The City does not allow the consumption of alcoholic beverages in City ball fields or City parks. Your group is responsible for clean-up and dispose of any refuse resulting from the use of the ball field. Please remind spectators, parents, players and coaches to be respectful of residents in the area by not parking and/or trespassing on private property.

Kiwanis Park Ball Field, concession stand and storage shed located at Kiwanis Park are a part of the City's Public Park System and as such the City is responsible for all routine maintenance identical to the maintenance provided to all City parks and ball fields, which includes, but is not necessarily limited to, mowing, repairs to fencing, turf, playing surfaces and permanent structures.

SECTION SIX **GOVERNING LAW**

It is agreed that this License Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Ohio.

SECTION SEVEN **TERMINATION**

Either party may terminate this Agreement upon sixty (60) days written notification to the other party:

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

Licensee:
c/o Jon Lawrence
Panther Baseball Club
1512 Wayne Street
Sandusky, OH 44870

SECTION EIGHT **ASSIGNMENT**

This Agreement may not be assigned by either Party or by operation of law to any other person, firm, or entity without the express written approval of the other Party.

SECTION NINE **MODIFICATIONS**

This Agreement may be amended at any time and from time to time, but any amendment must be in writing and signed by each Party.

SECTION TEN **CAUSE BEYOND REASONABLE CONTROL**

Either Party will be excused from delays in performing or from failing to perform its obligations under this Agreement to the extent the delays or failures result from causes beyond the reasonable control of the Party. However, to be excused from delay or failure to perform, the Party must act diligently to remedy the cause of the delay or failure.

SECTION ELEVEN **JOINT DRAFTING AND NEUTRAL CONSTRUCTION**

This Agreement is a negotiated document and shall be deemed to have been drafted jointly by the Parties, and no rule of construction or interpretation shall apply against any particular Party based on a contention that the Agreement was drafted by one of the Parties. This Agreement shall be construed and interpreted in a neutral manner.

SECTION TWELVE
VALIDITY OF AGREEMENT

If any term, provision, covenant, or condition of this Agreement is held by a Court of competent jurisdiction to be invalid or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected or invalidated.

SECTION THIRTEEN
ENTIRE AGREEMENT

This Agreement, including Exhibit "A" contains the entire Agreement of the Parties relating to the rights granted and obligations assumed in this Agreement. Any oral representations or modifications concerning this instrument shall be of no force or effect unless contained in a subsequent written modification signed by the Party to be changed.

SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, the City Commission of the City of Sandusky, Ohio, have caused this Agreement to be duly executed in their respective names, all as of the date hereinbefore written.

CITY OF SANDUSKY:

Eric L. Wobser
City Manager

STATE OF OHIO)
) ss:
ERIE COUNTY)

On this _____ day of _____, 2020, before me, a Notary Public in and for said County and State, personally appeared Eric L. Wobser, City Manager of the City of Sandusky, Ohio, and acknowledged his execution of the foregoing instrument as said officer of said City on behalf of said City and by its authority and that the same is his voluntary act and deed as said officer on behalf of said City and the voluntary act and deed of said City.

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

NOTARY PUBLIC

LICENSEE:

Jon Lawrence, Board President
Panther Baseball Club

STATE OF OHIO)
) ss:
ERIE COUNTY)

On this _____ day of _____, 2020, before me, a Notary Public in and for said County and State, personally appeared Jon Lawrence, Board President, Panther Baseball Club, and acknowledged his execution of the foregoing instrument as said Licensee on behalf of Panther Baseball Club and that the same is his voluntary act and deed as said Licensee on behalf of said Panther Baseball Club.

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

NOTARY PUBLIC

Approved as to Form:

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

EXHIBIT "A"

Firelands Interleague Baseball League Schedule

March 1, 2020, through July 31, 2020

(To Be Provided Upon Completion)

DRAFT



ADMINISTRATIVE SERVICES

240 Columbus Avenue
Sandusky, Ohio 44870
Phone: 419-627-5969
shamilton@ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Stuart Hamilton, Michelle Reeder

Date: February 26th, 2020

Subject: **Commission Agenda Item – Kronos Support and Maintenance 2020-2021**

ITEM FOR CONSIDERATION: Requesting legislation authorizing the payment for one year of support and maintenance services from immixTechnologies, Inc. of McLean, VA for the period of April 24, 2020, through April 23, 2021.

BACKGROUND INFORMATION: We rely on Kronos for our time collection inside the City. For support and updates we are required to stay current each year with our support and maintenance agreement.

Our support and maintenance provides us with technical support and software updates for our software, our time collection hardware and training to ensure we use our product in the most effective way.

BUDGETARY INFORMATION: The cost for this support and maintenance agreement for a 12-month period will be \$12,255.90 and will be paid with funds from the I.T Department operating budget in the amount of \$6,127.95, by the Water Fund in the amount of \$3,063.97, and by the Sewer Fund in the amount of \$3,063.98.

ACTION REQUESTED: It is recommended that the proper legislation be prepared to enter into agreement with immixTechnology, Inc. to purchase one year of support and maintenance. It is requested that this legislation take effect in full accordance with Section 14 of the City Charter, to allow payment to be made in a timely manner and to ensure no break in coverage and smooth time collection for payroll.

I concur with this recommendation:

Eric Wobser, City Manager

Stuart Hamilton, I.T Manager

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

Sales Quotation

Stuart Hamilton
City of Sandusky
222 MEIGS STREET
SANDUSKY, OH 44870
PH: 419-627-5969
shamilton@ci.sandusky.oh.us

Contract No.: 534339

CAGE Code: 3CA29
DUNS No.: 09-869-2374
TAX ID#: 54-1912608
Terms: NET 30
FOB: Destination

Quote Number: QUO-1083614-Y5R9N2
Quote Date: 2/24/2020
Expiration Date: 3/25/2020

Order/Payment Address:
immixTechnology, Inc.
8444 Westpark Drive, Suite 200
McLean, VA 22102
PH: 703-752-0610 FX: 703-752-0611
EFT: BB&T
Routing No. 055003308

immixTechnology, Inc. Nkeutchatang, Marc Gabin
Contact:
703-639-1888 Marc_Nkeutchatang@immixgroup.com

Manufacturer Quote #:
Manufacturer Ref #: 6087292

Manufacturer Contact: Paquette, Mariama
978 947 7320 Mariama.Paquette@Kronos.com

Item	Part Number	Contract	Trans Type	Product Description	Qty	Price	Extended Price
1	8800175-000GM	534339	MNT	Gold Maintenance for Workforce Timekeeper V8 - per employee** TRUSTED PRODUCT **	300	\$8.9973	\$2,699.19
		Period of Performance: 4/24/2020 to 4/23/2021.					
2	8800175-000GM	534339	MNT	Gold Maintenance for Workforce Timekeeper V8 - per employee** TRUSTED PRODUCT **	125	\$10.4400	\$1,305.00
		Period of Performance: 4/24/2020 to 4/23/2021.					
3	8800176-000GM	534339	MNT	Gold Maintenance for Workforce Accruals V8 - per employee** TRUSTED PRODUCT **	375	\$3.2064	\$1,202.40
		Period of Performance: 4/24/2020 to 4/23/2021.					
4	8800176-000GM	534339	MNT	Gold Maintenance for Workforce Accruals V8 - per employee** TRUSTED PRODUCT **	50	\$4.0700	\$203.50
		Period of Performance: 4/24/2020 to 4/23/2021.					
5	8800177-000GM	534339	MNT	Gold Maintenance for Workforce Employee V8 - per employee** TRUSTED PRODUCT **	250	\$2.5094	\$627.35
		Period of Performance: 4/24/2020 to 4/23/2021.					
6	8800177-000GM	534339	MNT	Gold Maintenance for Workforce Employee V8 - per employee** TRUSTED PRODUCT **	100	\$7.0800	\$708.00
		Period of Performance: 4/24/2020 to 4/23/2021.					
7	8800178-000GM	534339	MNT	Gold Maintenance for Workforce Manager V8 - per employee** TRUSTED PRODUCT **	30	\$36.7828	\$1,103.48
		Period of Performance: 4/24/2020 to 4/23/2021.					
8	8800178-000GM	534339	MNT	Gold Maintenance for Workforce Manager V8 - per employee** TRUSTED PRODUCT **	10	\$81.7400	\$817.40
		Period of Performance: 4/24/2020 to 4/23/2021.					

Sales Quotation

Continued

Item	Part Number	Contract	Trans Type	Product Description	Qty	Price	Extended Price
9	8800178-000GM	534339	MNT	Gold Maintenance for Workforce Manager V8 - per employee** TRUSTED PRODUCT **	5	\$70.1448	\$350.72
		Period of Performance: 4/24/2020 to 4/23/2021.					
10	8800185-000GM	534339	MNT	Gold Maintenance for Workforce Integration Manager V8 - per employee** TRUSTED PRODUCT **	425	\$2.2091	\$938.87
		Period of Performance: 4/24/2020 to 4/23/2021.					
11	99X2800-501	534339	HW MNT	Depot Exchange 4500 Numeric Bar Code 10/100 Mbit Ethernet, Exp Memory** TRUSTED PRODUCT **	11	\$209.0900	\$2,299.99
		Period of Performance: 4/24/2020 to 4/23/2021.					
							HARDWARE MAINTENANCE
							\$2,299.99
							SW MAINTENANCE
							\$9,955.91
							Grand Total
							\$12,255.90

Previous IM92604
Previous Customer PO ORD 19-017

Subject to the Terms and Conditions of Contract Number 534339.

Taxes: Sales tax shall be added at the time of an invoice, unless a copy of a valid tax exemption or resale certificate is provided.

All Purchase Orders must include: End User Name, Phone Number, Email Address, Purchase Order Number, Government Contract Number or Our Quote Number, Bill-To and Ship-To Address (Cannot ship to a PO Box), Period of Performance (if applicable), and a Signature of a duly Authorized Representative.

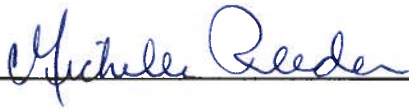
The identified line items are Trusted Products under the immixGroup Trusted Supplier Program.
immixGroup Trusted Supplier Program Policies, Commitments and Guarantees/Warranties can be obtained at:
http://www.immixgroup.com/uploadedFiles/Trusted-Supplier-Program_Guarantee-and-Warranty.pdf

CERTIFICATE OF FUNDS

In the Matter of: Kronos Support

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: 3/4/2020

By: 
Michelle Reeder
Finance Director

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING PAYMENT TO IMMIXTECHNOLOGY, INC., OF MCLEAN, VIRGINIA, FOR THE SUPPORT AND MAINTENANCE FEES FOR THE KRONOS WORKFORCE MANAGEMENT SYSTEM FOR THE PERIOD OF APRIL 24, 2020, THROUGH APRIL 23, 2021; 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 purchase a Kronos Workforce Management System from immixTechnology, Inc., of McLean, Virginia, through the State of Ohio Department of Administrative Services Cooperative Purchasing Program by Ordinance No. 08-022, passed on March 24, 2008; and

WHEREAS, the City Commission authorized the City Manager to enter into an agreement with immixTechnology, Inc., of McLean, Virginia, for upgrades to the Kronos Workforce Management System by Ordinance No. 14-097, passed on August 24, 2014; and

WHEREAS, this City Commission authorized the City Manager to enter into an agreement with immixTechnology, Inc., of McLean, Virginia, for services to upgrade the Kronos Workforce Management System to Kronos Workforce 8 by Ordinance No. 16-059 passed on March 28, 2016; and

WHEREAS, the Kronos Workforce Management System is used for time collection and reporting and this annual support and maintenance fee provides technical support and software updates for the software, time collection hardware and training; and

WHEREAS, immixTechnology, Inc. is a Government Solutions Provider that installed and supports our Kronos system; and

WHEREAS, the total cost of the annual support and maintenance fees for the period of April 24, 2020, through April 23, 2021, is \$12,255.90, and will be paid with funds from the Information Technology's operating budget in the amount of \$6,127.95 (50%), Water Funds in the amount of \$3,063.97 (25%), and Sewer Funds in the amount of \$3,063.98 (25%); 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 payment to be made to immixTechnology, Inc. in a timely manner and prior to April 24, 2020, when the new service period begins, and to ensure there are no breaks in coverage; 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 Information Technology, 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 authorizes and directs the City Manager and/or Finance Director to make payment to immixTechnology, Inc. of McLean, Virginia, for the support and maintenance fees for the Kronos Workforce Management System for the period of April 24, 2020, through April 23, 2021, in an amount **not to exceed** Twelve Thousand Two Hundred Fifty Five and 90/100 Dollars (\$12,255.90).

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: March 9, 2020



CITY OF SANDUSKY POLICE DEPARTMENT

222 Meigs Street
Sandusky, Ohio 44870
419.627.5863
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: John Orzech, Police Chief

Date: February 26, 2020

Subject: Commission Agenda Item

ITEM FOR CONSIDERATION: Requesting legislation to amend Ordinance No. 20-042 to correct a scrivener's error and accurately reflect the funding source for the purchase of one (1) 2020 Chevy Traverse through the Sourcewell Cooperative Purchasing Program (Contract 120716-NAF) from National Auto Fleet Group of Watsonville, California, in the amount of \$32,917.47.

BACKGROUND INFORMATION: Ordinance No. 20-042, passed on February 24, 2020, incorrectly stated the cost of the 2020 Chevy Traverse would be paid with Law Enforcement Trust Funds and should have stated the cost would be paid with **Federal forfeiture Funds**.

BUDGETARY INFORMATION: There is no cost to correct the Scrivener's error.

ACTION REQUESTED: It is requested that the proper legislation be prepared to amend Ordinance No. 20-042 to correct a Scrivener's error and accurately reflect the **Federal Forfeiture Fund** as the funding source for the purchase one (1) 2020 Chevy Traverse vehicle from National Auto Fleet Group Watsonville, California in an amount not to exceed \$32,917.47. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter in order to amend Ordinance No. 20-042, passed on February 24, 2020, at the earliest opportunity and identify the Federal Forfeiture Fund as the proper funding source for the expenditure prior to payment.

Approved:

John Orzech, Police Chief

I concur with this recommendation:

Eric Wobser, City Manager

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

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 20-042, PASSED ON FEBRUARY 24, 2020, TO CORRECT A SCRIVENER'S ERROR; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City Commission authorized the purchase of a 2020 Chevy Traverse from National Auto Fleet Group of Watsonville, California, for the Police Department by Ordinance No. 20-042, passed on February 24, 2020; and

WHEREAS, the new 2020 Chevy Traverse is replacing a 2011 Chevrolet Malibu and will be used by the Detective Bureau and narcotics detectives as a narcotics surveillance vehicle to enforce narcotics laws and ordinances and will be purchased through Sourcewell's purchasing program; and

WHEREAS, the Sourcewell (formerly National Joint Powers Alliance [NJPA]) cooperative contract purchasing program 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 total cost of the 2020 Chevy Traverse is \$32,917.47 and Ordinance No. 20-042 incorrectly stated the cost would be paid with Law Enforcement Trust Funds and should have stated the cost would be paid with **Federal Forfeiture 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 amend Ordinance No. 20-042 at the earliest opportunity and identify the Federal Forfeiture Fund as the proper funding source for the expenditure prior to payment; 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 hereby amends Ordinance No. 20-042, passed on February 24, 2020, to correct a scrivener's error and approves 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) with funds from the **Federal Forfeiture Fund**.

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

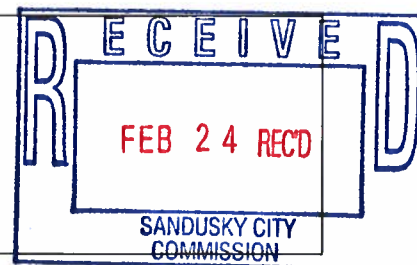
Passed: March 9, 2020

NOTICE TO LEGISLATIVE
AUTHORITY

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

0574648		NEW		BEER BAIT AND MOOR LLC DBA BEER BAIT AND MOOR 1319 FIRST ST SANDUSKY OH 44870	
PERMIT NUMBER		TYPE			
ISSUE DATE					
01 20 2019					
FILING DATE					
C1		PERMIT CLASSES			
22	077	B	C26547		
TAX DISTRICT		RECEIPT NO.			

FROM 02/19/2020



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



MAILED 02/19/2020

RESPONSES MUST BE POSTMARKED NO LATER THAN. 03/23/2020

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.
REFER TO THIS NUMBER IN ALL INQUIRIES **B NEW 0574648**

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

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

WE DO NOT REQUEST A HEARING. ☐

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

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

(Signature)

(Title)- ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council

☐ Township Fiscal Officer

CLERK OF SANDUSKY CITY COUNCIL
240 COLUMBUS AVE
SANDUSKY OHIO 44870

Commerce Division of Liquor Control : Web Database Search

OWNERSHIP DISCLOSURE INFORMATION

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

Searching Instructions

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

The information is sorted based on the Permit Number in ascending order.

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

SEARCH CRITERIA**Permit Number**

0574648

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

Member/Officer Name	Shares/Interest	Office Held
Permit Number: 0574648; Name: BEER BAIT AND MOOR LLC; DBA: DBA BEER BAIT AND MOOR; Address: 1319 FIRST ST SANDUSKY 44870		
TIMOTHY KRICHBAUM	5% VOTING	PRESIDENT
HEATHER KRICHBAUM	5% VOTING	VICE PRES.
Permit Number: 05746480005; Name: BEER BAIT AND MOOR LLC; DBA: DBA BEER BAIT AND MOOR; Address: 1319 FIRST ST REAR WITH DRIVE THRU SANDUSKY 44870		
HEATHER L KIRCHBAUM	5% VOTING	PRESIDENT
TIMOTHY KIRCHBAUM	5% VOTING	CEO

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- [Ohio Department of Commerce](#)

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Kelly Kresser

From: Greg Voltz
Sent: Monday, February 24, 2020 4:44 PM
To: Kelly Kresser; John Orzech; Stephen Rucker
Subject: RE: Liquor Permit

Kelly, 1319 First is zoned Commercial Recreation. This use is permitted.

Thank you,



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



From: Kelly Kresser <kkresser@ci.sandusky.oh.us>
Sent: Monday, February 24, 2020 4:06 PM
To: John Orzech <JOrzech@ci.sandusky.oh.us>; Stephen Rucker <srucker@ci.sandusky.oh.us>; Greg Voltz <gvoltz@ci.sandusky.oh.us>
Subject: Liquor Permit

Attached is a Notice to Legislative Authority for a new C1 (*beer only in original sealed container for carryout only*) liquor permit for Beer, Bait & Moore, LLC, 1319 First Street.

Please provide comments to me for this new permit for the next Commission meeting.

Kelly Kresser

From: Stephen Rucker
Sent: Wednesday, March 4, 2020 10:57 AM
To: Kelly Kresser
Subject: RE: Liquor Permit

A little late, but no issues.
Thanks



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

From: Kelly Kresser <kkresser@ci.sandusky.oh.us>
Sent: Monday, February 24, 2020 4:06 PM
To: John Orzech <JOrzech@ci.sandusky.oh.us>; Stephen Rucker <srucker@ci.sandusky.oh.us>; Greg Voltz <gvoltz@ci.sandusky.oh.us>
Subject: Liquor Permit

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Please provide comments to me for this new permit for the next Commission meeting.

Kelly Kresser

From: John Orzech
Sent: Wednesday, February 26, 2020 10:35 AM
To: Kelly Kresser; Stephen Rucker; Greg Voltz
Subject: Re: Liquor Permit

No issues

Sent from my Verizon, Samsung Galaxy smartphone
Get [Outlook for Android](#)

From: Greg Voltz <gvoltz@ci.sandusky.oh.us>
Sent: Monday, February 24, 2020 4:43:58 PM
To: Kelly Kresser <kkresser@ci.sandusky.oh.us>; John Orzech <JOrzech@ci.sandusky.oh.us>; Stephen Rucker <srucker@ci.sandusky.oh.us>
Subject: RE: Liquor Permit

Kelly, 1319 First is zoned Commercial Recreation. This use is permitted.

Thank you,



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



From: Kelly Kresser <kkresser@ci.sandusky.oh.us>
Sent: Monday, February 24, 2020 4:06 PM
To: John Orzech <JOrzech@ci.sandusky.oh.us>; Stephen Rucker <srucker@ci.sandusky.oh.us>; Greg Voltz <gvoltz@ci.sandusky.oh.us>
Subject: Liquor Permit

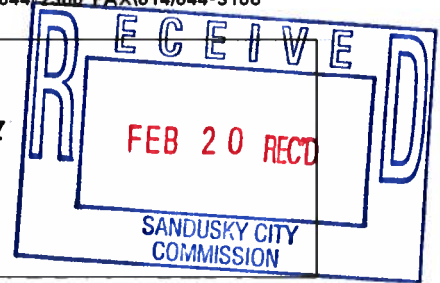
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Please provide comments to me for this new permit for the next Commission meeting.

NOTICE TO LEGISLATIVE
AUTHORITY

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

19247800185		TRFO	TO
PERMIT NUMBER		TYPE	
02	01	2020	DANOP LTD
ISSUE DATE			DBA SANDUSKY HAYES
02	11	2020	MICKEY MART 36
FILING DATE			2228 HAYES WEST SIDE ONLY
C1	C2		SANDUSKY OHIO 44870
PERMIT CLASSES			
22	077	B	F23705
TAX DISTRICT		RECEIPT NO.	
FROM 02/13/2020			



16196240020			
PERMIT NUMBER		TYPE	
02	01	2020	COLES ENERGY INC
ISSUE DATE			DBA SANDUSKY HAYES
02	11	2020	MICKEY MART 36
FILING DATE			2228 HAYES WEST SIDE ONLY
C1	C2		SANDUSKY OHIO 44870
PERMIT CLASSES			
22	077		
TAX DISTRICT		RECEIPT NO.	



MAILED 02/13/2020

RESPONSES MUST BE POSTMARKED NO LATER THAN. 03/16/2020

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES

B TRFO 1924780-0185

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

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

WE DO NOT REQUEST A HEARING. ☐

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

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

(Signature)

(Title)- ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council

☐ Township Fiscal Officer

CLERK OF SANDUSKY CITY COUNCIL
240 COLUMBUS AVE
SANDUSKY OHIO 44870

Commerce Division of Liquor Control : Web Database Search

OWNERSHIP DISCLOSURE INFORMATION

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Searching Instructions

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The information is sorted based on the Permit Number in ascending order.

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

SEARCH CRITERIA**Permit Number**

1924780

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

Member/Officer Name	Shares/Interest	Office Held
Permit Number: 1924780; Name: DANOP LTD; DBA: ; Address: 3619 SR113 E MILAN 44846		
DANIEL COLES	MANAGE MEM	CEO
EDWIN COLES	MANAGE MEM	VICE PRES.

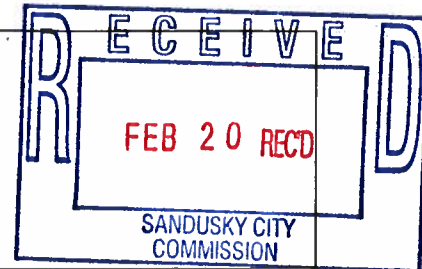
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NOTICE TO LEGISLATIVE
AUTHORITY

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

19247800160		TRFO		TO DANOP LTD 3608 VENICE RD SANDUSKY OHIO 44870
PERMIT NUMBER		TYPE		
02	01	2020		
ISSUE DATE				
02	11	2020		
FILING DATE				
C1		C2		
PERMIT CLASSES				
22	077	B	F23700	
TAX DISTRICT			RECEIPT NO.	



FROM 02/13/2020

93501990025				WAKEMAN OIL DISTRIBUTING CO INC 3608 VENICE RD SANDUSKY OHIO 44870
PERMIT NUMBER		TYPE		
02	01	2020		
ISSUE DATE				
02	11	2020		
FILING DATE				
C1		C2		
PERMIT CLASSES				
22	077			
TAX DISTRICT			RECEIPT NO.	



MAILED 02/13/2020

RESPONSES MUST BE POSTMARKED NO LATER THAN. 03/16/2020

IMPORTANT NOTICE

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WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES

B TRFO 1924780-0160

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

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

WE DO NOT REQUEST A HEARING. ☐

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

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

(Signature)

(Title)- ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council

☐ Township Fiscal Officer

CLERK OF SANDUSKY CITY COUNCIL
240 COLUMBUS AVE
SANDUSKY OHIO 44870

Commerce Division of Liquor Control : Web Database Search

OWNERSHIP DISCLOSURE INFORMATION

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The information is sorted based on the Permit Number in ascending order.

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

SEARCH CRITERIA**Permit Number**

1924780

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

	Member/Officer Name	Shares/Interest	Office Held
Permit Number: 1924780; Name: DANOP LTD; DBA: ; Address: 3619 SR113 E MILAN 44846			
	DANIEL COLES	MANAGE MEM	CEO
	EDWIN COLES	MANAGE MEM	VICE PRES.

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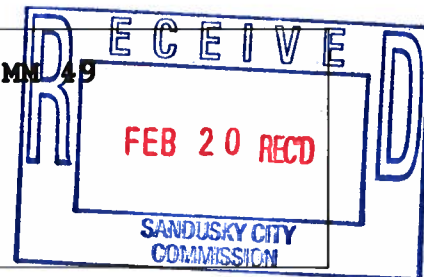
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NOTICE TO LEGISLATIVE
AUTHORITY

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

TO

19247800200		TRFO		DANOP LTD DBA SANDUSKY WASHINGTON MM 49 411 W WASHINGTON ST SANDUSKY OHIO 44870
PERMIT NUMBER		TYPE		
02	01	2020		
ISSUE DATE				
02	11	2020		
FILING DATE				
C1		C2		
PERMIT CLASSES				
22	077	B	F23708	
TAX DISTRICT			RECEIPT NO.	



FROM 02/13/2020

16196240035				COLES ENERGY INC DBA SANDUSKY WASHINGTON MM 49 411 W WASHINGTON ST SANDUSKY OHIO 44870
PERMIT NUMBER		TYPE		
02	01	2020		
ISSUE DATE				
02	11	2020		
FILING DATE				
C1		C2		
PERMIT CLASSES				
22	077			
TAX DISTRICT			RECEIPT NO.	



MAILED 02/13/2020

RESPONSES MUST BE POSTMARKED NO LATER THAN. 03/16/2020

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES

B TRFO 1924780-0200

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

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

WE DO NOT REQUEST A HEARING. ☐

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

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

(Signature)

(Title)- ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council

☐ Township Fiscal Officer

**CLERK OF SANDUSKY CITY COUNCIL
240 COLUMBUS AVE
SANDUSKY OHIO 44870**

Commerce Division of Liquor Control : Web Database Search

OWNERSHIP DISCLOSURE INFORMATION

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

	SEARCH CRITERIA
Permit Number	<input type="text" value="1924780"/>
Permit Name / DBA	<input type="text"/>
Member / Officer Name	<input type="text"/>

[Search](#)[Reset](#)[Main Menu](#)

	Member/Officer Name	Shares/Interest	Office Held
Permit Number: 1924780; Name: DANOP LTD; DBA: ; Address: 3619 SR113 E MILAN 44846			
	DANIEL COLES	MANAGE MEM	CEO
	EDWIN COLES	MANAGE MEM	VICE PRES.

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Kelly Kresser

From: Greg Voltz
Sent: Thursday, February 20, 2020 2:20 PM
To: Kelly Kresser; John Orzech; Stephen Rucker
Subject: RE: Liquor Permit Transfers (stock only)

Thank you Kelly, please see below. No issues from the Planning Department on these transfers.



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



From: Kelly Kresser <kkresser@ci.sandusky.oh.us>
Sent: Thursday, February 20, 2020 1:27 PM
To: John Orzech <JOrzech@ci.sandusky.oh.us>; Stephen Rucker <srucker@ci.sandusky.oh.us>; Greg Voltz <gvoltz@ci.sandusky.oh.us>
Subject: Liquor Permit Transfers (stock only)

Attached are three Liquor Permit transfers, for stock transfer only, for:

1. Coles Energy, Inc. dba Sandusky Hayes Mickey Mart, 2228 Hayes Avenue; [This property is zoned General Business which permits this use. No issue from Planning Department.](#)
2. Coles Energy, Inc. dba Sandusky Washington Mickey Mart, 411 West Washington street; and [This property is zoned Downtown Business which permits this use. No issue from Planning Department.](#)
3. Wakeman Oil Distributing Co., Inc., 3608 Venice Road. – [This property is zoned General Manufacturing which permits this use. No issue from Planning Department.](#)

Please provide comments regarding these locations for the next City Commission meeting.

Kelly Kresser

From: Stephen Rucker
Sent: Thursday, February 20, 2020 1:49 PM
To: Kelly Kresser; John Orzech; Greg Voltz
Subject: RE: Liquor Permit Transfers (stock only)

No issues, Thanks



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

From: Kelly Kresser <kkresser@ci.sandusky.oh.us>
Sent: Thursday, February 20, 2020 1:27 PM
To: John Orzech <JOrzech@ci.sandusky.oh.us>; Stephen Rucker <srucker@ci.sandusky.oh.us>; Greg Voltz <gvoltz@ci.sandusky.oh.us>
Subject: Liquor Permit Transfers (stock only)

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2. Coles Energy, Inc. dba Sandusky Washington Mickey Mart, 411 West Washington street; and
3. Wakeman Oil Distributing Co., Inc., 3608 Venice Road.

Please provide comments regarding these locations for the next City Commission meeting.

Kelly Kresser

From: John Orzech
Sent: Thursday, February 20, 2020 9:35 PM
To: Kelly Kresser; Stephen Rucker; Greg Voltz
Subject: Re: Liquor Permit Transfers (stock only)

No issues with police

Sent from my Verizon, Samsung Galaxy smartphone
Get [Outlook for Android](#)

From: Greg Voltz <gvoltz@ci.sandusky.oh.us>
Sent: Thursday, February 20, 2020 2:20:01 PM
To: Kelly Kresser <kkresser@ci.sandusky.oh.us>; John Orzech <JOrzech@ci.sandusky.oh.us>; Stephen Rucker <srucker@ci.sandusky.oh.us>
Subject: RE: Liquor Permit Transfers (stock only)

Thank you Kelly, please see below. No issues from the Planning Department on these transfers.



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



From: Kelly Kresser <kkresser@ci.sandusky.oh.us>
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3. Wakeman Oil Distributing Co., Inc., 3608 Venice Road. – [This property is zoned General Manufacturing which permits this use. No issue from Planning Department.](#)

Please provide comments regarding these locations for the next City Commission meeting.

ORDINANCE NO. _____

AN ORDINANCE MAKING GENERAL APPROPRIATIONS FOR THE FISCAL YEAR 2020.

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 Finance 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. There shall be and hereby are appropriated out of any funds now in the treasury and any accruing revenues of the City available for said purposes, the values set forth below for the payment of all expenses and obligations of the City during fiscal year 2020, for the various purposes hereinafter specified.

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

DEPARTMENT	PERSONAL SERVICES	OTHER	TOTAL
POLICE PATROL	4,238,750	386,650	4,625,400
POLICE RECORDS	158,850	210,500	369,350
POLICE RESERVES	138,000	4,000	142,000
FIRE	4,348,850	405,000	4,753,850
STREET LIGHTING	-	260,000	260,000
OAKLAND CEMETERY	289,150	71,600	360,750
PLANNING	359,520	54,850	414,370
DEVELOPMENT	563,489	156,100	719,589
BUILDING DIVISION	336,410	75,150	411,560
HORTICULTURAL SERVICES	1,019,750	398,700	1,418,450
JACKSON ST PIER	-	15,000	15,000
CITY MANAGER	227,400	59,350	286,750
ADMINISTRATIVE SERVICES	87,500	30,500	118,000
FINANCE	113,650	10,550	124,200
INCOME TAX	16,550	420,900	437,450
INFORMATION TECHNOLOGY	138,100	347,475	485,575
LAW	256,625	30,518	287,143
CITY COMMISSION	26,609	8,600	35,209
CITY COMMISSION CLERK	47,950	1,313	49,263
MUNICIPAL COURT	1,050,949	54,000	1,104,949
BUILDING MAINTENANCE	336,410	331,000	667,410

PAGE 2 - ORDINANCE NO. _____

ENGINEERING	302,850	51,800	354,650
FLEET MAINTENANCE	259,300	128,000	387,300
ADMINISTRATIVE SUPPORT	-	909,000	909,000
TRANSFERS:			
STREET FUND	-	-	-
TRANSIT FUND	-	311,000	311,000
PARKS & RECREATION FUND	-	400,000	400,000
POLICE PENSION FUND	-	550,000	550,000
CAPITAL ECONOMIC DEV FUND	-	950,000	950,000
CAPITAL PLANNING/SPECIAL PROJECTS/ART FUND	-	42,415	42,415
CAPITAL PUBLIC WORKS FUND	-	1,500,000	1,500,000
CAPITAL PROGRAMMING/MARKETING	-	148,693	148,693
FIRE PENSION FUND	-	730,000	730,000
BOND RETIREMENT FUND	-	440,000	440,000
SPECIAL ASMNT BOND RETIREMENT FUND	-	25,000	25,000
CAPITAL- STREET RESURFACING	-	720,000	720,000
GENERAL FUND	14,316,662	10,237,664	24,554,326
ST RESURFACING PROGRAM	-	510,000	510,000
STREETS	775,850	333,000	1,108,850
SNOW & ICE REMOVAL	-	70,000	70,000
TRAFFIC & ELECTRICAL MNTC	113,975	206,000	319,975
STREET FUND	889,825	1,119,000	2,008,825
ST HIGHWAY FUND	50,000	41,000	91,000
TRANSIT- OTTP2		629,168	629,168
2019 PUBLIC TRANSIT FUND	964	491,553	492,517
2020 PUBLIC TRANSIT FUND	140,000	3,009,787	3,149,787
TRANSIT FUND	140,964	4,130,508	4,271,472
MARINA	-	48,550	48,550
PAVILION	-	5,000	5,000
MILLS CREEK GOLF COURSE	103,400	129,800	233,200
RECREATION DEPARTMENT	241,450	178,750	420,200
BOAT LAUNCH RAMP	-	29,830	29,830
PARKS & RECREATION FUND	344,850	391,930	736,780
FIRE PENSION FUND	834,824	47,451	882,275
POLICE PENSION FUND	666,344	35,932	702,276
POLICE		24,071	24,071
REVOLVING LOAN-ECO DEV	-	250,729	250,729
STATE GRANTS FUND	-	274,800	274,800
POLICE JAG		6,000	6,000
POLICE BULLETPROOF VESTS		7,000	7,000
EMS		25,000	25,000
BROWNFIELD GRANT- ASSESSMENT		66,000	66,000

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BROWNFIELD GRANT- REMEDIATION		66,000	66,000
HUD CDBG	150,000	978,400	1,128,400
FEDERAL GRANTS FUND	150,000	1,148,400	1,298,400
 INDIGENT DRIVER ALCOHOL TRT FUND	 -	 80,000	 80,000
 ENFORCEMENT & EDUCATION	 -	 8,000	 8,000
 COURT COMPUTER FUND	 10,000	 30,000	 40,000
 INDIGENT TELEPHONE FUND	 -	 17,000	 17,000
 COURT PROBATION FUND	 15,000	 40,000	 55,000
 PAYROLL STAB FUND	 610,000	 -	 610,000
 REAL ESTATE DEV FUND	 -	 450,000	 450,000
 CAPITAL - SECURITY OF PERSONS & PROP	 -	 120,000	 120,000
CAPITAL - HEALTH	-	-	-
CAPITAL - LEISURE	-	375,000	375,000
CAPITAL - COMMUNITY	-	-	-
CAPITAL - TRANSPORTATION	-	85,000	85,000
CAPITAL - GENERAL GOVERNMENT	-	25,000	25,000
TOTAL CAPITAL IMPROVEMENT FUND	-	605,000	605,000
 POLICE PATROL		160,000	160,000
EMS	55,000	998,000	1,053,000
CAPITAL PARKS & REC	-	520,960	520,960
PLANNING	-	500,000	500,000
DEVELOPMENT	-	1,108,254	1,108,254
PROGRAMMING / MARKETING	-	148,693	148,693
SANDUSKY BAY INITIATIVE	-	39,043	39,043
URBAN FOREST GRANT	-	25,000	25,000
HORTICULTURAL SERVICES - GLRI	-	86,478	86,478
HAYES AVE CORRIDOR	-	276,154	276,154
WEST END CONNECTIVITY PROJECT	-	522,891	522,891
CAMP ST (WASHINGTON TO MONROE)	-	241,463	241,463
STREETS		839,451	839,451
TRANSIT CAPITAL	-	49,072	49,072
MUNI COURT	25,000	330,134	355,134
JACKSON ST PIER PROJECT	-	5,406,540	5,406,540
SHORELINE DRIVE PROJECT	-	1,819,167	1,819,167
THE LANDING PROJECT	-	588,287	588,287
SANDUSKY BAY PATHWAY	-	1,984,619	1,984,619
BUCHANAN (HAYES TO THOMAS)	-	407,221	407,221
MCCARTNEY / NIAGARA/ CHURCH/ WARD	-	117,711	117,711
URBAN PAVING- US 6 (VENICE TO EAST LIMIT)	-	2,044,720	2,044,720
MEIGS ST DESIGN	-	233,205	233,205
PIERCE (HAYES & CAMPBELL)	-	356,880	356,880

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SAFE ROUTES TO SCHOOL	-	177,771	177,771
NEIGHBORHOOD INITIATIVE	-	500,000	500,000
CAPITAL FLEET - VEHICLES	-	337,262	337,262
CAPITAL PLANNING/ SPEC PROJECTS/ PUB ART	-	348,525	348,525
JUSTICE CENTER	-	555,465	555,465
CAPITAL BUILDING MAINTENANCE	-	25,000	25,000
CAPITAL PROJECTS FUND	80,000	20,747,966	20,827,966
TAX INCREMENT FUND	-	45,633	45,633
PP REMOVAL UNSAFE BUILDINGS	-	11,600	11,600
NUISANCE REMOVAL	71,000	10,000	81,000
RENTAL REGISTRATION FEE	27,000	10,000	37,000
INSPECTION FEE	-	10,000	10,000
ADMIN FEE	-	3,000	3,000
SPECIAL ASSESSMENT FUND	98,000	44,600	142,600
FIRE STA. #1 RELOCATION	-	255,420	255,420
SCHADE/MYLANDER PLAZA	-	15,570	15,570
LIBRARY LEVY	-	423,613	423,613
ERI-SANDUSKY STREETScape	-	74,489	74,489
COL AVE UNDERPASS IMP	-	4,500	4,500
LANE ST IMPROVEMENTS	-	14,972	14,972
ST-REMINGTON	-	7,578	7,578
BUTLER ST RAMP	-	9,726	9,726
ERI - AMTRAK STATION	-	10,380	10,380
POL/COURT/LAW RENOVATION	-	16,508	16,508
DEBT SERVICE-BONDS	-	834,995	834,995
BOND RETIREMENT FUND	-	1,677,751	1,677,751
URBAN RENEWAL TEMP REV BOND FUND	-	4,822,390	4,822,390
CENTRAL PUBLIC IMPROVEMENT FUND	-	10,000	10,000
CLEVELAND ROAD PUBLIC IMPROVEMENT FUND	-	2,250,000	2,250,000
SPECIAL ASMNT BOND RETIREMENT FUND	-	229,610	229,610
CAO	177,950	46,150	224,100
BIWW FILTRATION PLANT	1,391,650	1,373,200	2,764,850
WATER DISTRIBUTION DEPT	1,033,650	508,000	1,541,650
ADMINISTRATIVE SUPPORT	925,450	395,835	1,321,285
DEBT SERVICE-BASIC UTILITY	-	1,794,990	1,794,990
WEST END CONNECTIVITY	-	2,481,350	2,481,350
SHORELINE DRIVE	-	774,250	774,250
JACKSON STREET PIER	-	187,150	187,150
WATER FUND	3,528,700	7,560,925	11,089,625

CAO	177,950	46,150	224,100
WATER POLLUTION CONTROL PLANT	1,780,650	1,546,600	3,327,250
SEWER MAINTENANCE DEPT	1,035,906	563,000	1,598,906
ADMINISTRATIVE SUPPORT	925,450	410,687	1,336,137
STORM WATER	-	193,500	193,500
DEBT SERVICE-BASIC UTILITY	-	3,080,823	3,080,823
MCCARTNEY RECONSTRUCTION	-	1,447,835	1,447,835
WEST END CONNECTIVITY	-	2,442,104	2,442,104
SHORELINE DRIVE	-	1,320,120	1,320,120
JACKSON STREET PIER	-	244,450	244,450
SEWER FUND	3,919,956	11,295,269	15,215,225
INTERNAL SERVICE FUND	-	4,300,000	4,300,000
POLICE	-	10,000	10,000
CONTRABAND TRUST FD	-	70,000	70,000
DRUG LAW ENFORCEMENT TRUST	-	45,000	45,000
FIRE	-	-	-
GREEN TRUST	-	2,500	2,500
FRIENDS OF THE GREENHOUSE	-	3,500	3,500
SAILING CLUB SCHOLARSHIP	-	20,000	20,000
SKATE PARK	-	3,000	3,000
PARK TRUST	-	3,000	3,000
UNCLAIMED FUNDS	-	500	500
GENERAL TRUST FUND	-	192,500	192,500
SHORELINE PARK IMPROVEMENTS	-	500	500
WASHINGTON PARK & GREENHOUSE	-	500	500
RED WAGON TRUST	-	500	500
FRED EPPLER TRUST	-	500	500
PARK ENDOWMENT FUND	-	2,000	2,000
OAKLAND CEMETERY DEPT	50,000	5,000	55,000
CHAPEL RESTORATION	-	1,000	1,000
GARDEN MAUSOLEUM	-	12,000	12,000
PERPETUAL CARE	-	1,000	1,000
SPECIAL CARE	-	7,000	7,000
MEMORIAL PLANTINGS	-	1,000	1,000
RIDGEVIEW COLUMBARIUM	-	10,000	10,000
CEMETERY ENDOWMENT FUND	50,000	37,000	87,000
SPECIAL ASSESSMENTS- NON-CITY	-	69,126	69,126
TRUST & AGENCY	-	60,000	60,000
TOTAL ALL FUNDS	25,705,126	72,001,456	97,706,582

Section 3. The Finance Director is authorized to draw warrants upon the City treasury for funds appropriated in this Ordinance upon presentation of

properly approved vouchers and when in conformity with the Charter and general laws of the State of Ohio. In addition, the Finance Director is authorized to make transfers between funds, to cover deficiencies in City funds provided said transfers are included in the general appropriations.

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

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

Section 6. That for the reasons set forth in the preamble hereto, this Ordinance shall take effect at the earliest time allowed by Law.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed:



PLANNING DEPARTMENT

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5973
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Greg Voltz, Assistant Planner

Date: February 25, 2020

Subject: March 9th Commission Agenda Item –Adoption of the 2020 Public Art Work Plan.

Item for Consideration: Adoption of the 2020 Public Art Work Plan

Background Information: Arts and Culture is highlighted greatly within the Destination City section of the City of Sandusky Strategic Vision document. As such, the City dedicated funding for Public Art and created the Public Arts and Culture Commission in January 2018. The Strategic Vision also states, “The City of Sandusky will engage partners including local foundations, the County, and others to analyze the importance of arts and culture in our economy and evaluate models for public support that have succeeded elsewhere.”

In 2018, the City of Sandusky adopted the City of Sandusky Public Art and Placemaking Plan that is meant to guide the Public Arts and Culture Commission, staff, and leadership over the course of the next ten years towards creating a city with a strong public art presence. This master plan calls for the utilization of attributes within Sandusky to develop projects that will stand the test of time and/or create memorable experiences. These projects should be highly visible, they should add to the geographic diversity of our collection, and they should maximize interactive opportunities and vantage points. The projects proposed within this work plan are meant to stay within the goals and guiding principles set forth within the City of Sandusky Public Art and Placemaking Plan.

The Public Art Work Plan is an annual document that outlines what projects will be initiated in the coming fiscal year, as well as projects that will be in process during that fiscal year, as mandated within the Public Art and Placemaking Plan. The Public Arts and Culture Commission developed the work plan in consultation with the Planning Department. Once the Arts and Culture Commission approves the Work Plan, it is then submitted to the City Commission as part of the budget for review and approval. The 2019 Public Art Work Plan successfully helped guide public art projects throughout the 2019 year with projects such as Hike Hancock/Walk Wayne, creation of grants, temporary transit murals, and renewing the Temporary Sculpture Exhibit.

The Public Arts and Culture Commission worked with the Planning department over the course of their October, November, December and January meeting to create the 2020 Public Art Work Plan. The 2020 Public Art Work Plan was unanimously approved by the Public Arts and Culture Commission at their December 17th meeting.

The full 2020 Public Art Work Plan is attached. Projects listed in the plan include: Graffiti Wall/Park, City Hall Gallery or Scholarship, "Welcoming Sandusky" Murals, Temporary Sculpture Exhibit, Hayes Avenue Artwork, Lake Erie Monster, Hippos, Business Partnership Grant, Artist Led Grant. The 2020 Public Art Work Plan is meant to describe projects and outline funding. While not all of the projects outlined may be completed in 2020, the goal is to begin planning all of these projects in 2020, while ideally completing many of the projects by the end of the year.

Budgetary Impact: There is no direct budgetary impact related to the adoption of the 2020 Public Art Work Plan. However, implementation of the projects listed in the Plan will be completed with Public and Cultural Art and Acquisition Fund ("PCAAF") dollars, Sandusky Neighborhood Initiative (SNI) dollars, and grants and donations that may become available. All projects exceeding ten thousand dollars (\$10,000) will require City Commission approval. The PCAAF referenced in the Work Plan, was created with the creation of the City of Sandusky Public Arts and Culture Commission and shall be funded on an annual basis with the use of general funds, not admission tax dollars. One percent (1%) of the total admissions tax received from the previous year was used to calculate the budget for the PCAAF.

Action Requested: It is requested that legislation be drafted to adopt the 2020 Public Art Work Plan.

I concur with this recommendation:

Eric Wobser
City Manager

Angela Byington,
Planning Director

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

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ADOPTING THE 2020 PUBLIC ART WORK PLAN FOR THE CITY OF SANDUSKY.

WHEREAS, this City Commission created the Public Arts and Culture Commission by Ordinance No. 18-004, passed on January 8, 2018, for the purpose to administer, promote, facilitate, and oversee the creation of public art projects that will promote the cultural heritage and artistic development of the City, enhance the City's character and identity, contribute to economic development and tourism, add warmth, dignity, beauty and accessibility to public spaces, and expand the experience and participation of citizens with visual arts, and in addition, created a Public and Cultural Art and Acquisition Fund (PCAAF) for authorized expenditures which will be funded on an annual basis with general funds based on a formula for establishing the budget of the PCAAF; and

WHEREAS, one of the duties of the Public Arts and Cultural Commission was to prepare, maintain, and update a Public Art Master Plan and this City Commission approved and adopted the Public Art and Placemaking Master Plan by Ordinance No. 18-219, passed on November 13, 2018; and

WHEREAS, the Public Art Work Plan is an annual document that outlines the projects that will be initiated in the coming year, as well as projects that will be in process during that year, as mandated within the Public Art and Placemaking Plan, and this proposed 2020 Public Art Work Plan was developed by the Public Arts and Culture Commission in consultation with the Planning Department; and

WHEREAS, projects in the proposed 2020 Public Art Work Plan include: Graffiti Wall / Park, City Hall Gallery or Scholarship, "Welcoming Sandusky" Murals, Temporary Sculpture Exhibit, Hayes Avenue Artwork, Lake Erie Monster, Hippos, Business Partnership Grant, and Artist led Grant; and

WHEREAS, the Public Arts and Culture Commission approved the proposed 2020 Public Art Work Plan at their meeting on December 17, 2019; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of Municipal Departments, including the Department of Public Works, 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 and adopts the 2020 Public Art Work Plan for the City of Sandusky, a copy of which is marked Exhibit "A" and is attached to this Ordinance and is specifically incorporated as if fully rewritten herein.

Section 2. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed:

SANDUSKY

2020 PUBLIC ART WORK PLAN

FEBRUARY 2020
CITY OF SANDUSKY, OHIO



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INTRODUCTION & PURPOSE

In 2018, the City of Sandusky adopted the City of Sandusky Public Art and Placemaking Plan that is meant to guide the Public Arts and Culture Commission,

staff, and leadership over the course of the next ten years towards creating a city with a strong public art presence. This master plan calls for the utilization of attributes within Sandusky to develop projects that will stand the test of time and/or create memorable experiences. These projects should be highly visible, they should add to the geographic diversity of our collection, and they should maximize interactive opportunities and vantage points. The projects proposed within this work plan are meant to stay within the goals and guiding principles

set forth within the City of Sandusky Public Art and Placemaking Plan.

The Public Art Work Plan is an annual document that outlines what projects will be initiated in the coming fiscal year, as well as projects that will be in process during that fiscal year. The Public Arts and Culture Commission will develop the Plan in consultation with the Planning Department and it is submitted to the City Commission as part of the budget for review and approval.

DEVELOPMENT

The 2020 Public Art Work Plan was developed with guidance from the Arts and Culture Commission, interdepartmental conversations, and the Public Art and Placemaking Plan.

STEPS TAKEN TO DEVELOP THE PUBLIC ART WORK PLAN:

- Determine availability of funding
- Identify projects to be paid for by identified funding
- Develop a draft Public Art Work Plan that will include locations, goals and budget for public projects and programs
- Present the plan to City Commission as part of the city budget approval

DEVELOPMENT

GOALS OF THE 2020 PUBLIC ART WORK PLAN:

- To further the development of, awareness of and interest in the visual arts;
- To integrate the design work of artists into Sandusky;
- To create an enhanced, interactive visual environment for Sandusky residents;
- To commemorate Sandusky's rich history;
- To promote tourism and economic vitality in Sandusky through the artistic enhancement of public spaces;
- To increase attachment to place;
- To engage community partners to build support for public art.

2020 PUBLIC AND CULTURAL ART AND ACQUISITION FUND (PCAAF):

We based the 2020 Work Plan off of the availability of \$42,000.00 within the PCAAF fund which was based on admissions tax returns we had received and estimated in early December, 2019. As well as the remaining funds carried over from 2019. One percent (1%) of the total admissions tax from the previous year shall be used as the formula to determine the budget for the current year.

PROPOSED PROJECTS

The proposed projects listed below utilize ideas drawn from many different places.

Some are based off of conceptual projects or programs called for in the Public Art and Placemaking Plan, some compliment ongoing projects within the Sandusky Neighborhood Initiative, while others are new ideas. However, they all take into account the goals and guiding principles set forth within the Public Art and Placemaking Plan. The Public Arts and Culture Commission looks to leverage the PCAAF fund to partner wherever possible, and looks

forward to working with others to create the exciting projects listed below in 2020 and beyond.

PROPOSED PROJECTS

Project 1: Graffiti Wall/Park

PROJECT DESCRIPTION:

This would be at a place, to be determined by the Public Arts and Culture Commission and approval by City Commission that would allow for artists to come to an area and create pieces within guidelines set by the Public Arts and Culture Commission.

Examples:

BUDGET:

Budget: \$ 0.00



PROPOSED PROJECTS

Project 2: City Hall Gallery or Scholarship

PROJECT DESCRIPTION:

The Arts and Culture Commission would issue a call for artists to create a temporary gallery in City Hall curated by the Public Arts and Culture Commission. This could be a very low cost project or the Commission can choose to offer a prize for a crowd favorite or commission favorite. The Commission also asked that an option would be to do a call and select on to three pieces of art to be placed in City Hall with the winner receiving a scholarship.

Example:

BUDGET:

Budget: \$1,000.00

Sources: PCAAF



PROPOSED PROJECTS

Example:



PROPOSED PROJECTS

Project 3: “Welcoming Sandusky” Murals

PROJECT DESCRIPTION:

A series of murals of local people that are painted by artists. As Marsha Carrington said in her email about this idea, “large scale murals of PEOPLE a black resident, a white resident, a Hispanic resident, an Asian resident people in our community...people who have made a difference in our community. Maybe just a start. There are so many ways to create public art that has a message...one of “LOVE,” tolerance and acceptance. In an atmosphere presently in our country and world where there is so much division and HATE, I think it might just be Sandusky’s calling to send a message out there with public art...and a VERY positive message.”

BUDGET:

Budget: \$40,000.00

Sources: PCAAF, Marketing, Other

Example:



PROPOSED PROJECTS

Example:



PROPOSED PROJECTS

Project 4: Temporary Sculpture Exhibit

PROJECT DESCRIPTION:

Partner with the Lange Trust for a year-long sculpture exhibit similar to the 2018-2020 Midwest Sculpture Initiative.

BUDGET:

Budget: \$10,000.00

Sources: PCAAF, Foundation



PROPOSED PROJECTS

Project 5: Hayes Avenue Artwork

PROJECT DESCRIPTION:

Hayes Avenue offers a unique opportunity for artwork as it is our main educational and medical corridor, while also being an important street for the residents of the Garden District. We look to work with Firelands Regional Medical center to find one, or a few sites, to do a larger piece of artwork along Hayes Avenue. Likely something to play off of the educational and medical importance of the street, but also takes ownership of the Garden District name.

BUDGET:

Budget:: \$40,000

Sources: PCAAF, Sandusky Neighborhood Initiative, foundations, private, grant(s)

Example:



PROPOSED PROJECTS

Project 6: Lake Erie Monster

PROJECT DESCRIPTION:

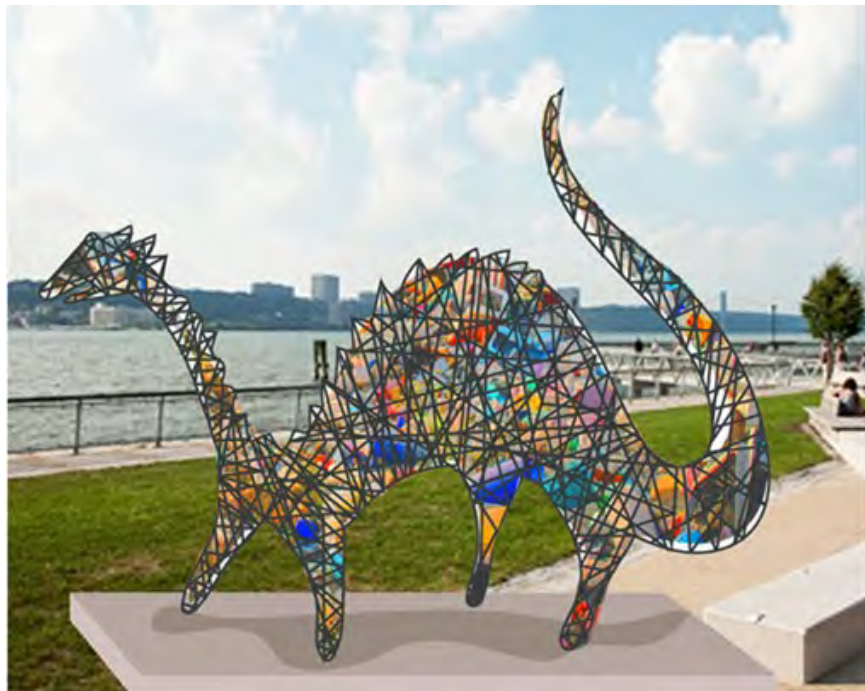
Create a sculpture that would highlight the monster about pollution in Lake Erie by creating a hollow sculpture in the shape of the mythical Lake Erie Monster that would be moved to a festival once a year to collect Lake Erie trash and highlight the ongoing effort to maintain Lake Erie, Sandusky Bay, and surrounding environment.

BUDGET:

Budget: \$30,000

Sources: PCAAF, foundations, grants, private sponsorship

Example:



PROPOSED PROJECTS

Project 7: Hippos

PROJECT DESCRIPTION:

The Hippos that currently sit in Washington Park during the Holiday Season were once a mainstay at Cedar Point. This project would clean them up and prepare them for placement on the Jackson Street Pier in 2020 to celebrate the 150th Anniversary of Cedar Point; they then could be placed at other locations in 2021 and beyond.

BUDGET:

Budget: Unknown

Sources: PCAAF

Example:



PROPOSED PROJECTS

Project 8: Business Partnership Grant

PROJECT DESCRIPTION:

A business, either in partnership with an artist or in partnership with the Sandusky Public Arts and Culture Commission, would be able to submit a grant application for the design and installation of a piece of artwork to be placed or viewed by the public.

BUDGET:

Budget: \$15,000.00

Sources: PCAAF

Examples:



PROPOSED PROJECTS

Example:



PROPOSED PROJECTS

Project 9: Artist Led Grant

PROJECT DESCRIPTION:

Artists are able to submit projects through a grant application for the design and installation of a piece of artwork(s) to be placed or viewed by the public.

BUDGET:

Budget:: \$15,000

Sources: PCAAF

BUDGET BREAKDOWN

The budget is made up of various funding sources including dollars from the Public and Cultural Art and Acquisition Fund (PCAAF), the Sandusky Neighborhood Initiative, Grants, and other funding sources.

Proposed Project	Cost	PCAAF	Neighborhood Initiative	Grant	Other
Graffiti Wall	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
City Hall Gallery/Scholarship	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$0.00
Temporary Sculpture Exhibit	\$10,000.00	\$2,000.00	\$0.00	\$0.00	\$10,000.00
Hayes Avenue Project	\$40,000.00	\$20,000.00	\$20,000.00	\$0.00	\$0.00
Lake Erie Monster	\$30,000.00	\$7,500.00	\$0.00	\$5,000.00	\$17,500.00
Hippos	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$0.00
Grants	\$0.00	\$30,000.00	\$0.00	\$0.00	\$0.00
Business Partnership Grants	\$15,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Artist Led Grant	\$15,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Totals	\$116,000.00	\$65,500.00	\$20,000.00	\$5,000.00	\$27,500.00

Available PCAAF Funds 2020: \$42,000.00

Available Funds Left from 2019: \$30,000.00

Total Available Funds: \$72,000.00



COMMUNITY DEVELOPMENT

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

To: Eric L. Wobser, City Manager
From: Matt Lasko, Chief Development Officer
Date: February 25, 2020
Subject: Commission Agenda Item – Termination of Enterprise Zone Agreement

Items for Consideration: Ordinance terminating the Enterprise Zone Agreement between the City of Sandusky and Renaissance Too, LLC, an Ohio limited liability company, specific to the property formerly located at 131 E. Water Street.

Background Information: Renaissance Too, LLC purchased 131 E. Water Street (the “Barnes Building”) for the purpose of developing this historic building in downtown Sandusky into a prominent mixed-use development. Once completed, the Barnes Building was to have (and still will have) commercial space on the first floor and multiple residential units on the floors above. Led by its President and local business leader, Mr. Robert Hare had previously acquired the westerly neighbor, 125 E. Water Street (the “Biemiller Building”), which is also undergoing a substantial historical rehabilitation into a mixed-use building.

Pursuant to Ordinance 19-119, the City agreed to provide certain real estate tax incentives to the property at 131 E. Water Street, namely the approval of a 10-year, 75% real estate tax abatement on the value of the improvements through the Ohio Enterprise Zone program. The properties at both 125 and 131 E. Water Street had distinct tax abatement agreements based on differences that existed from a timing and benchmark standpoint, such as the job creation timeline.

However, as construction commenced on both projects, it was determined by Mr. Bob Hare and his construction and development team, that certain building elements would be installed that serviced both buildings – such as the elevator. Therefore, Mr. Hare combined the two (2) buildings into a new single permanent parcel (PPN: 56-01387.000) and retained only a single address – 125 E. Water Street.

Since there no longer exists a 131 E. Water Street and the associated parcel, as the two (2) projects are now combined, there is no need to continue to track and monitor an agreement for a now defunct parcel – therefore resulting in the request for the termination. If approved, this would subsequently result in the need to undertake a First Amendment to the Enterprise Zone Agreement between the City of Sandusky and Renaissance Too, LLC for the property located at 125 E. Water to combine the projects and economic outputs into a singular agreement.

Budgetary Information: There is no budgetary impact with this legislation.

Action Requested: It is requested that the proper legislation be prepared to terminate the Enterprise Zone Agreement between the City of Sandusky and Renaissance Too, LLC specific to the property located at 131 E. Water Street and approved via ordinance 19-119. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter in order to immediately approve the termination to ensure compliance of the project with the Enterprise Zone program administered by the Ohio Development Services Agency.

I concur with this recommendation:

Eric L. Wobser
City Manager

Matthew D. Lasko
Chief Development Officer

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

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE A MUTUAL AGREEMENT TO TERMINATE THE ENTERPRISE ZONE AGREEMENT WITH RENAISSANCE TOO LLC RELATING TO PROPERTY LOCATED AT 131 E. WATER STREET; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, Renaissance Too LLC owns the properties located at 131 E. Water Street, the Barnes Building, and 125 E. Water Street, the Biemiller Building, and led by its President and local business leader, Robert Hare, are developing the historic buildings in downtown Sandusky into prominent mixed-use development; and

WHEREAS, the City Commission authorized and directed the City Manager to enter into Enterprise Zone Agreements with Renaissance Too, LLC, for the property at 131 E. Water Street by Ordinance No. 19-119, and for the property at 125 E. Water Street by Ordinance No. 19-120, both passed on July 8, 2019; and

WHEREAS, as construction commenced on the buildings, the construction and development team determined that certain elements would be installed to service both buildings, such as the elevator, and subsequently the buildings were combined into a new single permanent parcel retaining only the 125 E. Water Street address; and

WHEREAS, since the two (2) projects have been combined, it is necessary to terminate the Enterprise Zone Agreement for the 131 E. Water Street, and to amend and restate the Enterprise Zone Agreement for the property at 125 E. Water Street and approval for this amendment is being requested in companion legislation; 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 approve the termination of the Enterprise Zone Agreement to ensure compliance of the project with the Enterprise Zone Program administered by the Ohio Development Services 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 Community Development, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The City Manager is authorized and directed to execute the Mutual Agreement to Terminate the Enterprise Zone Agreement with Renaissance Too, LLC, relating to the property located at 131 E. Water Street, on behalf of the City, a copy of which is marked Exhibit "1" and is attached to this Ordinance and is specifically incorporated as if fully rewritten herein together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the terms of this Ordinance.

Section 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: March 9, 2020

MUTUAL AGREEMENT TO TERMINATE THE ENTERPRISE ZONE AGREEMENT

This Mutual Agreement to Terminate the Enterprise Zone Agreement is hereby made and entered into by and between the City of Sandusky, Ohio, an Ohio municipal corporation with a Commission-Manager form of government with its main offices located at 240 Columbus Avenue, Sandusky, Ohio 44870 (the "City"), and RENAISSANCE TOO LLC, an Ohio limited liability company, with offices located at 125 E. Water Street, Sandusky, Ohio 44870 (the "Company"),

WITNESSETH:

WHEREAS, The City and the Company entered into an Enterprise Zone Agreement July 11, 2019 for the development of real property and the acquisition of personal property located at 131 E. Water Street, Sandusky, Ohio 44870, in an area designated as an Enterprise Zone; and

WHEREAS, due to existing shared uses (i.e. elevator) between 125. E. Water Street and 131 E. Water Street, it was determined by the City's Building Department that the two parcels should be combined into one parcel with 125 E. Water Street and its corresponding parcel number (#56-01387.000) surviving and 131 E. Water Street and its corresponding parcel number (#56-00170.001) being eliminated; and

WHEREAS, the Company filed the appropriate documentation with Erie County and hereby combined two parcels into one and thereby removed 131 E. Water Street and Permanent Parcel No. 56-00170.001 from County records; and

NOW, THEREFORE, upon mutual agreement of the parties, the parties agree as follows:

1. That the purpose of entering into the July 11th, 2019 Enterprise Zone Agreement is frustrated and due to the combining of the two parcels into one the Company cannot materially fulfill its obligations under the Agreement.

2. That, due to the Company's inability to materially fulfill the obligations of the Agreement, due to the combining of the two parcels into one, the parties agree to mutually terminate the July 11th Enterprise Zone Agreement.

3. The parties acknowledge that by terminating the Enterprise Zone Agreement they are terminating the exemptions from taxation granted thereunder.

[Signature page follows]

DRAFT

IN WITNESS WHEREOF, the City of Sandusky, Ohio, by Eric Wobser, its City Manager, and pursuant to Ordinance No. _____, has caused this instrument to be executed this ____ day of _____, 2020 and RENAISSANCE TOO LLC by Robert Hare, its Manager, has caused this instrument to be executed on this ____ day of _____, 2020.

CITY OF SANDUSKY, OHIO

By: _____
Eric Wobser, City Manager

RENAISSANCE TOO LLC

By: _____
Robert Hare, Manager

Approved as to form:

By: _____
Director of Law

Date: _____, 2020



COMMUNITY DEVELOPMENT

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

To: Eric L. Wobser, City Manager
From: Matt Lasko, Chief Development Officer
Date: February 25, 2020
Subject: Commission Agenda Item – Amended and Restated Enterprise Zone Agreement

Items for Consideration: Ordinance Amending and Restating the Enterprise Zone Agreement between the City of Sandusky and Renaissance Too, LLC, an Ohio limited liability company, specific to the property located at 125 E. Water Street.

Background Information: On July 8th, 2019, the City approved two (2) Enterprise Zone Agreements with Renaissance Too, LLC for the properties located at 131 E. Water Street (the “Barnes Building”) and 125 E. Water Street (the “Biemiller Building”) via ordinances 19-119 and 19-120 respectively. At the time, the projects were distinct in address, permanent parcel number, investment levels and job creation timelines, hence the need to enter into two (2) distinct Enterprise Zone Agreements that each offered a 10-year, 75% real estate tax abatement on the value of the improvements through the Ohio Enterprise Zone program

However, as construction commenced on both projects, it was determined by Mr. Bob Hare and his construction and development team, that certain building elements would be installed that serviced both buildings – such as the elevator. Therefore, Mr. Hare combined the two (2) buildings into a new single permanent parcel (PPN: 56-01387.000) and retained only a single address – 125 E. Water Street. Since there no longer exists a 131 E. Water Street and the associated parcel, as the two (2) projects are now combined, this agreement needs terminated. Simultaneously however, the Enterprise Zone Agreement related to 125 E. Water Street must be Amended and Restated to include outputs for both buildings that were originally contained in separate agreements.

Once combined in the Amended and Restate Enterprise Zone Agreement related to 125 E. Water Street, the now 14,650 square foot project will bring forth between \$1,540,000-\$1,675,000 in new investment not including the \$347,000 in acquisition costs. The construction on the project must still be completed by December 31, 2020. Further, the project will retain fourteen (14) employment positions and create two (2) additional positions and add minimally \$500,000 in retained/created payroll. The retained employment positions must be in place by December 31, 2020 and the created employment positions must be in place by December 31, 2021.

Budgetary Information: Similar to the original Agreements, the project will have an ongoing positive impact on the general fund, as 25% of the increase in assessed value will be subject to real estate taxes during the abatement period. The project will also help sustain employment in the local economy and will create/retain a minimum of sixteen (16) employment positions within the City of Sandusky.

Action Requested: It is requested that the proper legislation be prepared to approve the Amended and Restated Enterprise Zone Agreement between the City of Sandusky and Renaissance Too, LLC specific to the property located at 125 E. Water Street and originally approved via ordinance 19-120. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter in order to immediately approve the amendment to ensure compliance of the project with the Enterprise Zone program administered by the Ohio Development Services Agency.

I concur with this recommendation:

Eric L. Wobser
City Manager

Matthew D. Lasko
Chief Development Officer

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

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AMENDED & RESTATED ENTERPRISE ZONE AGREEMENT WITH RENAISSANCE TOO LLC RELATING TO PROPERTY LOCATED AT 125 E. WATER STREET; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, Renaissance Too LLC owns the properties located at 131 E. Water Street, the Barnes Building, and 125 E. Water Street, the Biemiller Building, and led by its President and local business leader, Robert Hare, are developing the historic buildings in downtown Sandusky into prominent mixed-use development; and

WHEREAS, the City Commission authorized and directed the City Manager to enter into Enterprise Zone Agreements with Renaissance Too, LLC, for the property at 131 E. Water Street by Ordinance No. 19-119, and for the property at 125 E. Water Street by Ordinance No. 19-120, both passed on July 8, 2019; and

WHEREAS, the Enterprise Zone Agreements provide for 10-year, 75% real estate tax abatements on the increase to the assessed valuation of the property, based on the investment and the importance of the project for both preserving the City's historic downtown building stock and bringing leasable commercial space and residential units to market; and

WHEREAS, as construction commenced on the buildings, the construction and development team determined that certain elements would be installed to service both buildings, such as the elevator, and subsequently the buildings were combined into a new single permanent parcel retaining only the 125 E. Water Street address; and

WHEREAS, since the two (2) projects have been combined, It is necessary to terminate the Enterprise Zone Agreement for the 131 E. Water Street property and to amend and restate the Enterprise Zone Agreement for the 125 E. Water Street property to include both buildings that were originally contained in the separate agreements; and

WHEREAS, the proposed Amended & Restated Enterprise Zone Agreement is intended to set forth the combining of these two (2) parcels into one and details the conjoined renovation project of an approximate 14,650 square foot historic building with an investment of between \$1,540,000 and \$1,675,000, not including acquisition cost of \$347,000, and the project is still to be completed by December 31, 2020; and

WHEREAS, Renaissance Too LLC will retain the equivalent of fourteen (14) full-time positions by December 31, 2020, and create two (2) additional positions by December 31, 2020; and

WHEREAS, the combined project will have an ongoing positive impact the City's General Fund as 25% of the increase in value will be subject to real estate

taxes during the abatement period and the project will help sustain construction jobs in the local economy and will additionally help sustain employment in the local economy by retaining and creating employment positions that will be subject to City income tax; and

WHEREAS, approval is being requested in companion legislation to terminate the Enterprise Zone Agreement with Renaissance Too LLC for the property located at 131 E. Water Street; 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 immediately approve the amended and restated agreement to ensure compliance of the project with the Enterprise Zone Program administered by the Ohio Development Services 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 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 Commission hereby approves the Amended & Restated Enterprise Zone Agreement with Renaissance Too LLC pursuant to the terms and conditions contained therein, a copy of which is marked Exhibit "1" attached to this Ordinance and is specifically incorporated as if fully rewritten herein.

Section 2. The City Manager is hereby authorized and directed to execute the Amended & Restated Enterprise Zone Agreement with Renaissance Too LLC, relating to the property located at 125 E. Water Street, on behalf of the City in accordance with the terms and conditions as contained in the form of the agreement marked Exhibit "1" attached to this Ordinance and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the terms of this Ordinance.

Section 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: March 9, 2020

AMENDED & RESTATED ENTERPRISE ZONE AGREEMENT

This AMENDED & RESTATED ENTERPRISE ZONE AGREEMENT (the “Agreement”) is made and entered into by and between the City of Sandusky, Ohio, an Ohio municipal corporation with a Commission-Manager form of government with its main offices located at 240 Columbus Avenue, Sandusky, Ohio 44870 (the “City”), and RENAISSANCE TOO LLC, an Ohio limited liability company, with offices with mailing address of P.O. Box 1070, Sandusky, Ohio 44870 (the “Company”).

WITNESSETH:

WHEREAS, the City and the Company previously entered into an Enterprise Zone Agreement, dated on or approximately on July 11, 2019, to encourage the development of real property and the acquisition of personal property located at 125 E. Water Street, Sandusky, Ohio 44870, in the area designated as an Enterprise Zone; and

WHEREAS, concurrent with the execution of this Enterprise Zone Agreement, the City and Company also entered into an Enterprise Zone Agreement for the identical purposes set forth for the property located at 131 E. Water Street, Sandusky, Ohio 44870, in the area designated as an Enterprise Zone; and

WHEREAS, due to existing shared uses (i.e. elevator) between 125 E. Water Street and its easterly neighbor, 131 E. Water Street, it was determined by the City’s Building Department that the two parcels should be combined into one parcel with 125 E. Water Street and its corresponding parcel number (#56-01387.000) surviving and 131 E. Water Street and its corresponding parcel number (#56-00170.001) being retired or terminated; and

WHEREAS, this Amended and Restated Enterprise Zone Agreement is intended to set forth and reflect the combining of these two parcels into one and the data and numbers contained herein are now reflective of this conjunction;

WHEREAS, the owners of the Company have purchased and renovated in part multiple properties within the City. The Company previously acquired the currently vacant approximate 7,350 square foot commercial building located at **125 E. Water Street**, Sandusky, Ohio 44870 and approximate 7,300 square foot commercial building formerly located at 131 E. Water Street, and now merged or combined into 125 E. Water Street, with the surviving Permanent Parcel No. 56-01387.000. The Company is now desirous of substantially repairing storm damage and rehabilitating such building into leasable commercial and residential space. The Company will invest between approximately \$1,887,000 and \$2,022,000 into this mixed-use project, including \$347,000 for building acquisition and between \$1,540,000 - \$1,675,000 for building improvements and renovation (the "Project"), which Project will preserve or create employment opportunities within the boundaries of the aforementioned Enterprise Zone, provided that the appropriate development incentives are available to support the economic viability of said Project; and

WHEREAS, the Sandusky City Commission of the City of Sandusky, Ohio by Resolution No. 05-183 adopted April 18, 2006, designated the area as an "Enterprise Zone" pursuant Chapter 5709.61(A)(1)(a) and (f) of the Ohio Revised Code; and

WHEREAS, effective April 18, 2006, the Director of the Ohio Development Services Agency of the State of Ohio determined that the aforementioned area designated in said Resolution No. 05-183 contains the characteristics set forth in Section 5709.61(A)(1)(a) and (f) of the Ohio Revised Code and certified said area as an Enterprise Zone under said Chapter 5709; and

WHEREAS, the City having the appropriate authority for the stated type of project is desirous of providing the Company with incentives available for the development of the Project in said Enterprise Zone under Chapter 5709 of the Ohio Revised Code; and

WHEREAS, the Company has previously submitted a proposed agreement application to the City (the "Application"); and

WHEREAS, the Company has remitted the required state application fee of \$750.00 made payable to "Treasurer of the State of Ohio" with the application to be forwarded with the final agreement; and

WHEREAS, the Chief Development Officer of the City has investigated the application of the Company and has recommended the same to the Sandusky City Commission on the basis that the Company is qualified by financial responsibility and business experience to create and preserve employment opportunities in said Enterprise Zone and improve the economic climate of the City; and

WHEREAS, the project site as proposed by the Company is located in the Sandusky City_School District and the Board of Education of the Sandusky City Schools have been notified in accordance with Section 5709.83 and been given a copy of the application; and

WHEREAS, pursuant to Section 5709.62(C) and in conformance with the format required under Section 5709.631 of the Ohio Revised Code, the parties hereto desire to set forth their agreement with respect to matters hereinafter contained;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, the parties agree as follows:

1. The Company shall renovate an approximate 14,650 square foot historic building to be utilized for lease to commercial and residential tenants. The Company estimates an anticipated real estate investment for the Project between \$1,540,000 and \$1,675,000 not including acquisition costs. The acquisition cost for the building was \$347,000. The Project represents a significant new investment on the site. The construction commenced by June 1, 2019 and be completed by December 31, 2020.
2. The Company shall retain or cause to be retained the equivalent of fourteen (14) full-time, including ten (10) permanent, zero (0) part-time, and four (4) seasonal equivalent job opportunities.

The Company will be leasing the commercial space to two tenants who currently have or will have 12 full-time permanent employees, 4 part-time permanent employees, 0 part-time temporary employees and 0 full-time temporary employees at the Project site. In total, the Company and/or its tenant(s) currently have 10 full-time permanent employees, 4 part-time permanent employees, 0 full-time temporary employees, and 0 part-time temporary employees in the State of Ohio. The additional two (2) jobs will be created by no later than December 31, 2021.

This amount of existing payroll related to the job retention associated with this Project will result in approximately \$500,000.00 (dollars) of retained annual payroll for the Company or made possible by

the Company. The following is an itemization by the type of retained jobs: permanent full-time \$400,000 permanent part-time \$100,000 and temporary full-time \$ 0.

3. The Company shall provide to the proper Tax Incentive Review Council any information reasonably required by the council to evaluate the enterprise's compliance with the agreement, including returns filed pursuant to section 5711.02 of the Ohio Revised Code if requested by the council.

4. The Company will use its best efforts to hire employees from Erie County, with a preference to residents of the City. Furthermore, the Company shall use Erie County contractors for work related to the Project to the greatest extent possible.

5. The City hereby grants the Company a tax exemption for real property improvements made to the Project site pursuant to Section 5709.62 of the Ohio Revised Code for ten (10) years and shall be in the following amounts:

<u>Year of Tax Exemption</u>	<u>Tax Exemption Amount</u>
YR 1	75%
YR 2	75%
YR 3	75%
YR 4	75%
YR 5	75%
YR 6	75%
YR 7	75%
YR 8	75%
YR 9	75%
YR 10	75%

The exemption commences the first year for which the real property would first be taxable were that property not exempted from taxation. No exemption shall commence after 2021 nor extend beyond 2030.

The Company must file the appropriate tax forms with the County Auditor and with the State Department of Taxation (#913) to effect and maintain the exemptions covered in the agreement. The #913 Ohio tax form **must** be filed annually.

6. The Company shall pay an annual monitoring fee equal to two hundred dollars (\$200.00).

The fee shall be made payable to the City once per year, due no later than April 15th of each year. The fee is to be paid to the Director of Finance by check made out to the City of Sandusky. This fee shall be deposited in a special fund created for such purpose and shall be used exclusively for the purpose of complying with section 5709.68 of the Ohio Revised Code and by the Tax Incentive Review Council created under section 5709.85 of the Ohio Revised Code exclusively for the purposes of performing the duties prescribed under that section.

7. The Company shall pay such real and tangible personal property taxes as are not exempted under this agreement and are charged against such property and shall file all tax reports and returns as required

by law. If the Company fails to pay such taxes or file such returns and reports, all incentives granted under this agreement are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.

8. The City shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain exemptions from taxation granted under this agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

9. If for any reason the Enterprise Zone designation expires, the Director of the Ohio Development Services Agency revokes certification of the zone, or the City revokes the designation of the zone, entitlements granted under this agreement shall continue for the number of years specified under this agreement, unless the Company materially fails to fulfill its obligations under this agreement and the City terminates or modifies the exemptions from taxation granted under this agreement.

10. If the Company materially fails to fulfill its obligations under this agreement, other than with respect to the number of employee positions estimated to be created or retained under this agreement, or if the City determines that the certification as to delinquent taxes required by this agreement is fraudulent, the City may terminate or modify the exemptions from taxation granted under this agreement.

11. In any three-year period during which this agreement is in effect, if the actual number of employee positions created or retained by the Company is not equal to or greater than seventy-five per cent of the number of employee positions estimated to be created or retained under this agreement during that three-year period, the Company shall repay the amount of taxes on property that would have been payable had the property not been exempted from taxation under this agreement during that three-year period. In addition, the City may terminate or modify the exemptions from taxation granted under this agreement.

12. The Company hereby certifies that at the time this agreement is executed, the Company does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio and does not owe delinquent taxes for which the Company is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753. of the Revised Code, or, if such delinquent taxes are owed, the Company currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against the Company. For the purposes of the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Revised Code governing payment of those taxes.

13. The Company affirmatively covenants that it does not owe: (1) any delinquent taxes to the State of Ohio or a political subdivision of the State; (2) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.

14. The Company and the City acknowledge that this agreement must be approved by formal action of the legislative authority of the City as a condition for the agreement to take effect. This agreement

shall take effect upon the later of the date of such legislative approval or the date all parties have signed this agreement.

15. The City has developed a policy to ensure recipients of Enterprise Zone tax benefits practice non-discriminating hiring in its operations. By executing this agreement, the Company is committing to following non-discriminating hiring practices acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, sexual orientation, gender identity or expression, disability, color, national origin, or ancestry.

16. Exemptions from taxation granted under this agreement shall be revoked if it is determined that the Company, any successor enterprise, or any related member (as those terms are defined in Section 5709.61 of the Ohio Revised Code) has violated the prohibition against entering into this agreement under Division (E) of Section 3735.671 or Section 5709.62 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections.

17. The Company affirmatively covenants that it has made no false statements to the State or local political subdivision in the process of obtaining approval for the Enterprise Zone incentives. If any representative of the Company has knowingly made a false statement to the State or local political subdivision to obtain the Enterprise Zone incentives, the Company shall be required to immediately return all benefits received under this Amended and Restated Enterprise Zone Agreement pursuant to ORC Section 9.66(C)(2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to ORC Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to ORC 2921.13(D)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

18. This agreement is not transferrable or assignable without the express, written approval of the City.

Signatures Executed on the Following Page

IN WITNESS WHEREOF, the City of Sandusky, Ohio, by Eric Wobser, its City Manager, and pursuant to Ordinance No. _____, has caused this instrument to be executed this ____ day of _____, 2020 and RENAISSANCE TOO LLC by Robert Hare, its Manager, has caused this instrument to be executed on this ____ day of _____, 2020.

CITY OF SANDUSKY, OHIO

By: _____
Eric Wobser, City Manager

RENAISSANCE TOO LLC,
An Ohio limited liability company

By: _____
Robert Hare, Manager

Approved as to form:

By: _____
Director of Law

Date: _____, 2020



CITY MANAGER

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5846
www.cityofsandusky.com

TO: Eric Wobser, City Manager
FROM: John Orzech, Assistant City Manager
DATE: February 26, 2020
RE: Commission Agenda Item

ITEM FOR CONSIDERATION: Requesting legislation authorizing the City Manager to enter into an agreement and expend funds to purchase Lexipol: Policy Management Software for Local Governments from Lexipol, LLC. 2801 Network Boulevard, Suite 500, Frisco, Texas, 75034 in the amount of \$20,379.00. This includes a one time fee of \$12,500.00 to provide full implementation of the policies along with a project manager, and an annual subscription cost of \$7,879.00.

BACKGROUND INFORMATION: Lexipol policies and software have been implemented in police and fire departments throughout the country. Lexipol has provided proven defensible policies since being founded in 2003. Lexipol has a local government administration policy manual and daily training bulletins to provide federal law, case law and best practices for diverse government functions. The Sandusky Police Department has overhauled their entire policy and procedure manual in 2018, with assistance from a Lexipol project manager, fully implemented January 1, 2019.

Incorporating Lexipol into our local government operations will create the right tools and consistency for employee policies and training throughout the very diverse city departments. Although Lexipol is used nationwide amongst local governments, the policies will be customized to our city and we will work with a project manager, administrative services, along with our law department, to fully implement our policies that will reflect best practices, federal law and case law. The subscription includes scenario-based training bulletins each month to bring policy to life and each employee will be required to display their knowledge and understanding of the policies. After the full implementation of the policies, Lexipol will continue to provide updates to our policies that have been legally reviewed and recommend changes based on case law, federal law and best practices.

BUDGETARY INFORMATION: The total cost for the project with Lexipol is \$20,379.00. This includes a one time fee of \$12,500 to provide full implementation of the policies along with a project manager, and an annual subscription cost of \$7,879.00. The costs of the project will be paid with funds from the Administrative Services 2020 draft operational budget.

ACTION REQUESTED: It is requested that the proper legislation be prepared to enter into an agreement for the purchase of Lexipol: Policy Management Software for Local Governments and Daily Training Bulletins from Lexipol, LLC. 2801 Network Boulevard, Suite 500, Frisco, Texas, 75034 in the amount of \$20,379.00. This includes a one time fee of \$12,500.00 to provide full implementation of the policies along with a project manager, and an annual subscription cost of \$7,879.00. It is anticipated that the full implementation of policies will take approximately five (5) months to complete. It is therefore, further requested that this legislation be passed under suspension of the rules in accordance with Section 14 of the City Charter in order to begin the process and commencement of implementation and support immediately so the City can begin utilizing the software and subscription at the earliest opportunity which will save Staff time and money as well as ensure the City's policies are continually updated when laws, practices or standards change.

Approved:

I concur with this recommendation:

John Orzech, Assistant City Manager

Eric Wobser, City Manager

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

CERTIFICATE OF FUNDS

In the Matter of: Lexipol Subscription

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: 3/4/2020

By: _____



Michelle Reeder

Finance Director

A photograph of a business meeting. A woman with blonde hair, wearing a white blazer over a striped shirt, is standing and gesturing with her hands while speaking to a group of people. In the background, a whiteboard is visible with handwritten notes in green and red ink, including words like "Budget", "Approved", and "Paid".

REDUCE RISK AND INCREASE ACCOUNTABILITY WITH **PROVEN POLICIES**

Are Your Policies Putting You At Risk?

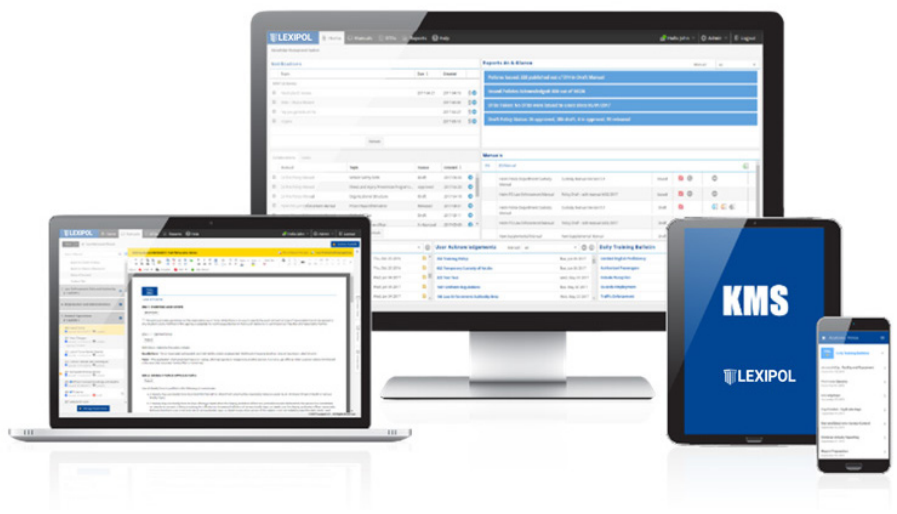
The strength of local government lies in its diversity—but managing the various functions and departments creates inherent challenges. Without the right tools, inconsistencies in employee policies and training can develop, exposing your municipality to significant risks.

Legally defensible, up-to-date policies provide a foundation for consistent, safe operations. But many local governments struggle to keep policies updated and distributed consistently to all employees.

Achieve Peace of Mind With Lexipol

Lexipol's Local Government Administration Policy Manual and Management Platform provides:

- Policies developed by attorneys and subject matter experts, based on federal laws and regulations as well as nationwide best practices
- Scenario-based training bulletins to bring policy to life
- Document management tools optimized for policy management
- Electronic policy issuance and acknowledgment tracking to enhance accountability



Experience The Benefits Of Lexipol's Local Government Services



Keep your personnel safe

Easy-to-understand policies focused on high-risk personnel areas create the foundation for safe operations



Save time and money

Policy management tools allow you to efficiently distribute policy content and automate revision controls



Reduce risk

Policies based on federal laws and best practices promote consistent, legal operations across departments and divisions



Improve access to policy content

Your policy content is available anytime, anywhere through an online platform and mobile app



Enhance compliance

Built-in reports make it easy to track and document employee policy acknowledgment



Improve policy understanding

Intuitive features allow for the creation of training materials to help employees apply your policies

Policies Designed To Protect

50+ policies covering high-risk personnel and operations areas, including:

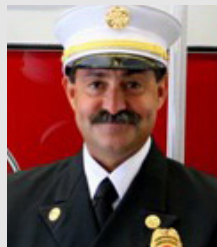
- Standards of conduct
- Use of social media
- ADA compliance
- Religious displays and first amendment assemblies
- Records retention and release
- Discriminatory harassment
- Lactation breaks
- Personal communication devices
- Emergency management plan

Trusted By More Than 3,500 Municipalities and Counties



"Lexipol is the only provider that has policy that has been vetted by other chiefs, industry experts and lawyers. All you have to do is tailor the policies to your agency's needs."

Chief Steven Vaccaro
Mokena (IL) Police Department



"Lexipol serves three purposes: One, it protects citizens by giving us vetted guidelines to follow. Two, it protects firefighters because in court, they can show that they follow guidelines. And three, as long as we follow the policies, it protects the city's assets."

Chief Bob Watson
Borger (TX) Fire Department

ACCELERATE YOUR NEW POLICY SOLUTION

Assistance Tailored For Your Organization

You're committed to adopting new policies for your municipality.
But are you prepared?

A policy rewrite and update project requires dedicated time and effort. You'll be faced with difficult questions about your current policies and procedures, and you'll need to conduct a critical analysis of your operations.

At the same time, adopting and customizing new policies is an opportunity to bring your employees together around a shared vision, and redefine your organizational culture.

You want to get it right. But many organizations can't do it alone.

Optimize Your Policy Investment

Lexipol's Professional Services provide:

- Flexible policy customization assistance designed to fit your specific needs
- Guidance from policy consultants who average 30 years of experience in public safety and local government
- A proven structure of policy review & approval developed from our experience with more than 575 implementation projects
- Project management assistance to help you meet your timeline & avoid common policy adoption pitfalls

5X FASTER

Customers who take advantage of our help typically complete their manuals 5 times faster than those who go it alone.

With Lexipol Professional Services, you'll:

- Spend less time and fewer resources on policy review and customization
- Avoid the frustration of making foreseeable mistakes and having to redo work
- Benefit from efficient project management strategies
- Lay a foundation for policy consistency and accountability

Lexipol's Professional Services Options Include:



Policy Cross-Reference

An annotated analysis of your existing policies against the Lexipol master content, identifying gaps in your current policies and organization-specific content you'll want to retain.



Implementation Policy Tiers

Benefit from our proven, systematic approach to implementing policies. Each tier represents about 50% of the manual and includes one-on-one collaborative assistance to help you review, customize and adopt the policies efficiently and effectively. Choose one tier to jumpstart your new manual or combine both for the quickest implementation.

Tier 1 – *High-Risk Policies*: Foundational policies necessary to provide structure and authority to your policy manual, as well as policies addressing high-risk, low-frequency and high-risk, high-frequency incidents.

Tier 2 – *High-Liability Policies*: Policies that relate to common day-to-day operations that have a higher level of potential liability.

Not sure what service is right for your organization?

Lexipol can develop an implementation package to fit your budget and time constraints.

What Our Customers Are Saying:



"Departments should recognize their limitations and realize that they likely don't have the resources to do it on their own. Implementation Services is key to getting it done."

Major Jeff Fox
Vigo County (IN) Sheriff's Office



"The experience that Lexipol's implementation team brought really helped us get our process into place. Had we done it on our own, we would have been making mistakes throughout. They were able to help us prevent tripping over ourselves."

Deputy Chief Jim Hamilton
Grants Pass (OR)
Department of Public Safety



"The [Policy Cross-Reference] helped us see that many of our policies are actually procedures. And that in turn got us started on condensing the manual."

Chief Jeffrey Pilz
Hillside (IL) Fire Department



"A lot of departments are operating in a black hole when it comes to the policy review process. Lexipol has it figured out; they have great tools they can give you. Chiefs don't have to reinvent the wheel; they can just follow the step-by-step process."

Assistant Chief Scott Neal
Bullhead City (AZ) Fire Department

LOCAL GOVERNMENT ADMINISTRATION

POLICY + TRAINING



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Grievances
Anti-Retaliation
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Communicable Diseases
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Meal Periods and Breaks
Lactation Breaks
Payroll Records
Overtime Compensation
Work-Related Illness and Injury Reporting
Temporary Modified-Duty Assignments
Speech, Expression and Social Networking
Illness and Injury Prevention
Workplace Violence
Outside Employment
Personal Appearance Standards
Uniforms and Civilian Attire

DRAFT

Discriminatory Harassment

602.1 PURPOSE AND SCOPE

The purpose of this policy is to prevent city employees from being subjected to discriminatory harassment, including sexual harassment and retaliation. Nothing in this policy is intended to create a legal or employment right or duty that is not created by law.

602.2 POLICY

The City is an equal opportunity employer and is committed to creating and maintaining a work environment that is free of all forms of discriminatory harassment, including sexual harassment and retaliation. The City will not tolerate discrimination against an employee in hiring, promotion, discharge, compensation, fringe benefits, and other privileges of employment. The City will take preventive and corrective action to address any behavior that violates this policy or the rights and privileges it is designed to protect.

The nondiscrimination policies of the City may be more comprehensive than state or federal law. Conduct that violates this policy may not violate state or federal law but still could subject an employee to discipline.

602.3 DEFINITIONS

Definitions related to this policy include:

602.3.1 DISCRIMINATION

The City prohibits all forms of discrimination, including any employment-related action by an employee that adversely affects an applicant or employee and is based on the actual or perceived race, ethnicity, national origin, religion, sex, sexual orientation, gender identity or expression, age, disability, pregnancy, genetic information, veteran status, marital status, and any other classification or status protected by law.

Discriminatory harassment, including sexual harassment, is verbal or physical conduct that demeans or shows hostility or aversion toward an individual based upon that individual's protected class. It has the effect of interfering with an individual's work performance or creating a hostile or abusive work environment.

Conduct that may, under certain circumstances, constitute discriminatory harassment can include making derogatory comments, crude and offensive statements, or remarks; making slurs or off-color jokes; stereotyping; engaging in threatening acts; making indecent gestures, pictures, cartoons, posters, or material; making inappropriate physical contact; or using written material or city equipment and/or systems to transmit or receive offensive material, statements, or pictures. Such conduct is contrary to city policy and to a work environment that is free of discrimination.

Discriminatory Harassment

602.3.2 RETALIATION

Retaliation is treating a person differently or engaging in acts of reprisal or intimidation against the person because the person has engaged in protected activity, filed a charge of discrimination, participated in an investigation, or opposed a discriminatory practice. Retaliation will not be tolerated.

602.3.3 SEXUAL HARASSMENT

The City prohibits all forms of discrimination and discriminatory harassment, including sexual harassment. It is unlawful to harass an applicant or an employee because of that person's sex.

Sexual harassment includes but is not limited to unwelcome sexual advances, requests for sexual favors or other verbal, visual, or physical conduct of a sexual nature when:

- (a) Submission to such conduct is made either explicitly or implicitly as a term or condition of employment, position, or compensation.
- (b) Submission to, or rejection of, such conduct is used as the basis for any employment decisions affecting the employee.
- (c) Such conduct has the purpose or effect of substantially interfering with an employee's work performance or creating an intimidating, hostile, or offensive work environment.

602.3.4 ADDITIONAL CONSIDERATIONS

Discrimination and discriminatory harassment do not include actions that are in accordance with established rules, principles, or standards, including:

- (a) Acts or omission of acts based solely upon bona fide occupational qualifications under the Equal Employment Opportunity Commission and any related state agency guidelines.
- (b) Bona fide requests or demands by a supervisor that an employee improve work quality or output, that the employee report to the job site on time, that the employee comply with City or department rules or regulations, or any other appropriate work-related communication between supervisor and employee.

602.4 RESPONSIBILITIES

This policy applies to all city employees, who shall follow the intent of these guidelines in a manner that reflects city policy, professional standards, and the best interest of the City and its mission.

Employees are encouraged to promptly report any discriminatory, retaliatory, or harassing conduct or known violations of this policy to a supervisor. Any employee who is not comfortable with reporting violations of this policy to an immediate supervisor may make the report to a higher-ranking supervisor or manager. Complaints may also be filed with the CA.

Any employees who believe, in good faith, that they have been discriminated against, harassed, or subjected to retaliation, or who have observed harassment, discrimination, or retaliation, are encouraged to promptly report such conduct in accordance with the procedures set forth in this policy.

Discriminatory Harassment

Supervisors and managers receiving information regarding alleged violations of this policy shall determine if there is any basis for the allegation and shall proceed with a resolution as stated below.

602.4.1 QUESTIONS OR CLARIFICATION

Employees with questions regarding what constitutes discrimination, sexual harassment, or retaliation are encouraged to contact a supervisor, a manager, or the CM for further information, direction, or clarification.

602.4.2 SUPERVISOR RESPONSIBILITIES

The responsibilities of each supervisor and manager shall include but are not limited to:

- (a) Continually monitoring the work environment and striving to ensure that it is free from all types of unlawful discrimination, including harassment or retaliation.
- (b) Taking prompt, appropriate action within their work units to avoid and minimize the incidence of any form of discrimination, harassment, or retaliation.
- (c) Ensuring that their subordinates understand their responsibilities under this policy.
- (d) Ensuring that employees who make complaints or who oppose any unlawful employment practices are protected from retaliation and that such matters are kept confidential to the extent possible.
- (e) Making a timely determination regarding the substance of any allegation based upon all available facts.
- (f) Notifying the CM in writing of the circumstances surrounding any reported allegations or observed acts of discrimination, harassment, or retaliation no later than the next business day.

602.4.3 SUPERVISOR'S ROLE

Supervisors and managers shall be aware of the following:

- (a) Behavior of supervisors and managers should represent the values of the City and professional standards.
- (b) False or mistaken accusations of discrimination, harassment, or retaliation can have negative effects on the careers of innocent employees.

Nothing in this section shall be construed to prevent supervisors or managers from discharging supervisory or management responsibilities, such as determining assignments, evaluating or counseling employees, or issuing discipline in a manner that is consistent with established procedures.

602.5 INVESTIGATION OF COMPLAINTS

Various methods of resolution exist. During the pendency of any such investigation, the supervisor of the involved employee should take prompt and reasonable steps to mitigate or eliminate any

Discriminatory Harassment

continuing abusive or hostile work environment. It is the policy of the City that all complaints of discrimination, retaliation, or harassment shall be fully documented and promptly and thoroughly investigated.

602.5.1 SUPERVISORY RESOLUTION

Employees who believe they are experiencing discrimination, harassment, or retaliation should be encouraged to inform the individual that the behavior is unwelcome, offensive, unprofessional, or inappropriate. However, if the employee feels uncomfortable or threatened or has difficulty expressing the concern, or if this does not resolve the concern, assistance should be sought from a supervisor or manager who is a rank higher than the alleged transgressor.

602.5.2 FORMAL INVESTIGATION

If the complaint cannot be satisfactorily resolved through the supervisory resolution process, a formal investigation will be conducted.

The person assigned to investigate the complaint will have full authority to investigate all aspects of the complaint. Investigative authority includes access to records and the cooperation of any employees involved. No influence will be used to suppress any complaint and no employee will be subject to retaliation or reprisal for filing a complaint, encouraging others to file a complaint, or for offering testimony or evidence in any investigation.

Formal investigation of the complaint will be confidential to the extent possible and will include but is not limited to details of the specific incident, frequency and dates of occurrences, and names of any witnesses. Witnesses will be advised regarding the prohibition against retaliation, and that a disciplinary process, up to and including termination, may result if retaliation occurs.

Employees who believe they have been discriminated against, harassed, or retaliated against because of their protected status are encouraged to file a complaint with their immediate supervisor but may also file a complaint directly with the CM.

602.5.3 ALTERNATIVE COMPLAINT PROCESS

No provision of this policy shall be construed to prevent any employee from seeking legal redress outside the City. Employees who believe that they have been harassed, discriminated, or retaliated against are entitled to bring complaints of employment discrimination to federal, state, and/or local agencies responsible for investigating such allegations. Specific time limitations apply to the filing of such charges. Employees are advised that proceeding with complaints under the provisions of this policy does not in any way affect those filing requirements.

602.6 DOCUMENTATION OF COMPLAINTS

All complaints or allegations shall be thoroughly documented on the appropriate forms and in a manner designated by the CM. The outcome of all reports shall be:

- (a) Approved by the CM.
- (b) Maintained in accordance with the established records retention schedule.

Discriminatory Harassment

602.6.1 NOTIFICATION OF DISPOSITION

The complainant and/or victim will be notified in writing of the disposition of the investigation and the actions taken to remedy or address the circumstances giving rise to the complaint.

602.7 TRAINING

All new employees shall be provided with a copy of this policy as part of their orientation. The policy shall be reviewed with each new employee. The employee shall certify by signing the prescribed form that the employee has been advised of this policy, is aware of and understands its contents, and agrees to abide by its provisions during the employee's term with the City.

All employees shall receive annual training on the requirements of this policy and shall certify by signing the prescribed form that they have reviewed the policy, understand its contents, and agree that they will continue to abide by its provisions.

DRAFT

Anti-Retaliation

604.1 PURPOSE AND SCOPE

This policy prohibits retaliation against employees who identify workplace issues, such as fraud, waste, abuse of authority, gross mismanagement, or any inappropriate conduct or practices, including violations that may pose a threat to the health, safety, or well-being of employees.

This policy does not prohibit actions taken for nondiscriminatory or non-retaliatory reasons, such as discipline for cause.

These guidelines are intended to supplement and not limit employees' access to other applicable remedies. Nothing in this policy shall diminish the rights or remedies of an employee pursuant to any applicable federal law, provision of the U.S. Constitution, state and local law, ordinance, or current employment agreement.

604.2 POLICY

The City has a zero tolerance for retaliation and is committed to taking reasonable steps to protect from retaliation employees who, in good faith, engage in permitted behavior or who report or participate in the reporting or investigation of workplace issues. All complaints of retaliation will be taken seriously and will be promptly and appropriately investigated.

604.3 RETALIATION PROHIBITED

No employee may retaliate against any person for engaging in lawful or otherwise permitted behavior; for opposing a practice believed to be unlawful, unethical, discriminatory, or retaliatory; for reporting or making a complaint under this policy; or for participating in any investigation related to a complaint under this or any other policy.

Retaliation includes any adverse action or conduct, including but not limited to:

- Refusing to hire or denying a promotion.
- Extending the probationary period.
- Unjustified reassignment of duties or change of work schedule.
- Real or implied threats or other forms of intimidation to dissuade the reporting of wrongdoing or filing of a complaint, or as a consequence of having reported or participated in protected activity.
- Taking unwarranted disciplinary action.
- Spreading rumors about the person filing the complaint or about the alleged wrongdoing.
- Shunning or unreasonably avoiding a person because the person has engaged in protected activity.

Anti-Retaliation

604.4 COMPLAINTS OF RETALIATION

Any employee who feels retaliated against in violation of this policy should promptly report the matter to any supervisor, the CM or the authorized designee.

Employees shall act in good faith, not engage in unwarranted reporting of trivial or minor deviations or transgressions, and make reasonable efforts to verify facts before making any complaint in order to avoid baseless allegations. Employees shall not report or state an intention to report information or an allegation knowing it to be false or with willful or reckless disregard for the truth or falsity of the information, or otherwise act in bad faith.

Investigations are generally more effective when the identity of the reporting employee is known, thereby allowing investigators to obtain additional information from the reporting employee. However, complaints may be made anonymously. All reasonable efforts shall be made to protect the reporting employee's identity. However, confidential information may be disclosed to the extent required by law or to the degree necessary to conduct an adequate investigation and make a determination regarding a complaint. In some situations, the investigative process may not be complete unless the source of the information and a statement by the employee are part of the investigative process.

604.5 SUPERVISOR RESPONSIBILITIES

Supervisors are expected to remain familiar with this policy and ensure that employees under their supervision are aware of its provisions.

The responsibilities of supervisors include, but are not limited to:

- (a) Ensuring complaints of retaliation are investigated.
- (b) Receiving all complaints in a fair and impartial manner.
- (c) Documenting the complaint and any steps taken to resolve the problem.
- (d) Acknowledging receipt of the complaint, notifying the CM or the authorized designee, and explaining to the employee how the complaint will be handled.
- (e) Taking appropriate and reasonable steps to mitigate any further violations of this policy.
- (f) Monitoring the work environment to ensure that any employee making a complaint is not subjected to further retaliation.
- (g) Periodic follow-up with the complainant to ensure that retaliation is not continuing.
- (h) Not interfering with or denying the right of an employee to make any complaint.
- (i) Taking reasonable steps to accommodate requests for assignment or schedule changes made by an employee who may be the target of retaliation if it would likely mitigate the potential for further violations of this policy.

Anti-Retaliation

604.6 SUPERVISOR RESPONSIBILITIES

The CM should communicate to all supervisors the prohibition against retaliation.

Supervisors shall treat all complaints as serious matters and shall ensure that prompt actions take place, including but not limited to:

- (a) Communicating to all employees the prohibition against retaliation.
- (b) The timely review of complaint investigations.
- (c) Remediation of any inappropriate conduct or condition and instituting measures to eliminate or minimize the likelihood of recurrence.
- (d) The timely communication of the outcome to the complainant.

604.7 WHISTLE-BLOWING

Employees who believe they have been the subject of retaliation for engaging in protected behaviors should promptly report it to a supervisor. Supervisors should refer the complaint to the CM or the authorized designee for investigation.

604.8 RECORDS RETENTION AND RELEASE

The Custodian of Records shall ensure that documentation of investigations is maintained in accordance with the established records retention schedules.

604.9 TRAINING

This policy should be reviewed with each new employee.

All employees should receive periodic refresher training on the requirements of this policy.

Daily Training Bulletins

Better Policy Understanding in Just Minutes a Day

Even the best policy manual isn't effective if it's not backed by ongoing training. Yet too often, government agencies merely ask personnel to acknowledge policies; they don't train on them. This creates risk for personnel and vulnerability for your organization.

Lexipol's Daily Training Bulletins use a proven system of solid, realistic, ongoing and verifiable training to help personnel learn to apply policies and improve their ability to make well-reasoned decisions. These brief, scenario-based lessons provide a convenient way to enhance your staff's policy understanding. Each Daily Training Bulletin takes just a few minutes to complete and includes a test question to measure comprehension.

Training Designed to Protect

Lexipol's Daily Training Bulletins cover many aspects of your policy manual, with a focus on high-risk, low-frequency events – the incidents that pose the most risk to your personnel. Daily Training Bulletins are written by industry experts and use news stories, city/county reports, and court cases as inspiration to create realistic, relatable scenarios.

Each month, you'll receive a package of Daily Training Bulletins to review and issue to your members. Using Lexipol's online platform, you can:

- Customize and edit the training bulletins to reflect government administration-specific practices
- Determine when you want your personnel to complete training and how many training bulletins you want to issue
- Tailor training so specific groups are assigned to complete only the bulletins applicable to them
- Generate reports that track completion of training
- Create custom training bulletins, or group bulletins into special-focus training packages

Anatomy of a Daily Training Bulletin



Discriminatory Harassment - Responsibilities

Topic: Personnel

DTB Date:

SCENARIO:

Our longtime records department employee, Gina Alexander, recently quit her job. Ms. Alexander was well-liked for her enthusiasm, good humor, and outgoing personality. Many were sad to hear she was leaving to be a full-time caregiver for her children.

Ms. Alexander's replacement, Annie Huff, is a much older woman with a quieter disposition. Though polite and good at her job, coworker Kenrick Barrie has noticed that city employee Anthony Haskell has been loudly and frequently complaining about Ms. Huff. Many of his complaints are about her being "past retirement age" and "stealing a job from a young person who needs it." These comments are made mostly to other employees and generally out of Ms. Huff's earshot. Mr. Barrie has asked Mr. Haskell to "knock it off" and to "pipe down about it" several times.

However, today Mr. Barrie is in the records department and overhears Mr. Haskell say, "C'mon old lady, I need those records today. If Gina was still working here, this would have been done yesterday, and I wouldn't have to look at your sourpuss face." Mr. Barrie intervenes and suggests Mr. Haskell leave the room.

After Mr. Haskell leaves, Mr. Barrie apologizes to Ms. Huff for his coworker's behavior and asks if she is all right. Near tears, Ms. Huff indicates that she is fine and asks Mr. Barrie not to say anything about the incident. Ms. Huff adds that she needs this job and she doesn't want to jeopardize it by causing any problems.

ISSUE: Should Mr. Barrie report his observations to a supervisor?

REFER:

602.3.1 DISCRIMINATION

The City prohibits all forms of discrimination, including any employment-related action by an employee that adversely affects an applicant or employee and is based on the actual or perceived race, ethnicity, national origin, religion, sex, sexual orientation, gender identity or expression, age, disability, pregnancy, genetic information, veteran status, marital status, and any other classification or status protected by law.

Discriminatory harassment, including sexual harassment, is verbal or physical conduct that demeans or shows hostility or aversion toward an individual based upon that individual's protected class. It has the effect of interfering with an individual's work performance or creating a hostile or abusive work environment.

Conduct that may, under certain circumstances, constitute discriminatory harassment can include making derogatory comments, crude and offensive statements or remarks; making slurs or off-color jokes; stereotyping; engaging in threatening acts; making indecent gestures, pictures, cartoons, posters, or material; making inappropriate physical contact; or using written material or city equipment and/or

systems to transmit or receive offensive material, statements, or pictures. Such conduct is contrary to city policy and to a work environment that is free of discrimination.

602.4 RESPONSIBILITIES

This policy applies to all city employees, who shall follow the intent of these guidelines in a manner that reflects city policy, professional standards, and the best interest of the City and its mission.

Employees are encouraged to promptly report any discriminatory, retaliatory, or harassing conduct or known violations of this policy to a supervisor. Any employee who is not comfortable with reporting violations of this policy to an immediate supervisor may make the report to a higher-ranking supervisor or manager. Complaints may also be filed with the City Manager.

Any employees who believe, in good faith, that they have been discriminated against, harassed, or subjected to retaliation, or who have observed harassment, discrimination, or retaliation, are encouraged to promptly report such conduct in accordance with the procedures set forth in this policy.

Supervisors and managers receiving information regarding alleged violations of this policy shall determine if there is any basis for the allegation and shall proceed with a resolution as stated below.

ANALYSIS:

Mr. Haskell's inappropriate and derogatory comments about Ms. Huff, both in and out of her presence, appear to be focused on Ms. Huff's age. His comments appear to be of a harassing nature based on a classification protected by law. They are demeaning and hostile toward Ms. Huff and based on her age. The fact that Ms. Huff was near tears when Mr. Barrie spoke to her indicates that Mr. Haskell's conduct may be creating a hostile or abusive work environment for Ms. Huff.

Ms. Huff is reluctant to report Mr. Haskell's discriminatory harassment. However, the City is committed to maintaining a work environment that is free of all forms of discriminatory harassment, and Mr. Barrie reporting his observations would alert the City to Mr. Haskell's behavior so that it can be appropriately addressed.

CONCLUSION:

Mr. Barrie should promptly report Mr. Haskell's treatment of Ms. Huff to a supervisor.

QUESTION:

If you observe discriminatory harassment, you should only report your observations if the victim consents.

ANSWERS:

- (a) True
- (b) False

CORRECT ANSWER:

False

Retaliation Prohibited

Topic: Personnel

DTB Date:

SCENARIO:

David Sanderson recently discovered that the City was not meeting a certain training mandate, and he brought this to the attention of his manager. As a result of the information Mr. Sanderson provided, the City Manager ordered an audit, which uncovered several areas where the department was failing to provide training as required. Additional sessions of training have been scheduled, and many employees are unhappy about it.

Supervisors William House and Bryan Tolson are talking among themselves about Mr. Sanderson's report. "So, from what I hear, it sounds like the reason that all of the employees have to complete more training is because Dave took it upon himself to file a complaint about us not meeting all of the training mandates. My source is pretty sure it was Dave," Supervisor House says. "We should make sure everyone knows this is his fault. Maybe a little peer pressure will keep him, and others, from giving us more work than we already have," he continues.

ISSUE: Should Supervisor House tell other employees that the additional training is related to a complaint made by Mr. Sanderson?

REFER:

604.1 PURPOSE AND SCOPE

This policy prohibits retaliation against employees who identify workplace issues, such as fraud, waste, abuse of authority, gross mismanagement, or any inappropriate conduct or practices, including violations that may pose a threat to the health, safety, or well-being of employees.

This policy does not prohibit actions taken for nondiscriminatory or non-retaliatory reasons, such as discipline for cause.

These guidelines are intended to supplement and not limit employees' access to other applicable remedies. Nothing in this policy shall diminish the rights or remedies of an employee pursuant to any applicable federal law, provision of the U.S. Constitution, state and local law, ordinance, or current employment agreement.

604.3 RETALIATION PROHIBITED

No employee may retaliate against any person for engaging in lawful or otherwise permitted behavior; for opposing a practice believed to be unlawful, unethical, discriminatory, or retaliatory; for reporting or making a complaint under this policy; or for participating in any investigation related to a complaint under this or any other policy.

Retaliation includes any adverse action or conduct, including but not limited to:

- Refusing to hire or denying a promotion.
- Extending the probationary period.
- Unjustified reassignment of duties or change of work schedule.
- Real or implied threats or other forms of intimidation to dissuade the reporting of wrongdoing or filing of a complaint, or as a consequence of having reported or participated in protected activity.
- Taking unwarranted disciplinary action.
- Spreading rumors about the person filing the complaint or about the alleged wrongdoing.
- Shunning or unreasonably avoiding a person because the person has engaged in protected activity.

ANALYSIS:

Mr. Sanderson reported a workplace issue to his manager relating to a training deficit. Supervisor House has learned that Mr. Sanderson reported the violation and is considering ways to intimidate Mr. Sanderson and other employees so that similar complaints are not made in the future. Supervisor House's proposed actions would amount to retaliation against Mr. Sanderson.

CONCLUSION:

Supervisor House should not tell other employees that the additional training is related to a complaint made by Mr. Sanderson.

QUESTION:

Retaliation includes any adverse action or conduct and can include real or implied threats to dissuade the reporting of wrongdoing or the filing of a complaint.

ANSWERS:

- (a) True
- (b) False

CORRECT ANSWER:

True

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR USE OF SUBSCRIPTION MATERIAL WITH LEXIPOL, LLC, OF FRISCO, TEXAS, FOR THE IMPLEMENTATION AND ANNUAL SUBSCRIPTION FOR POLICY MANAGEMENT SOFTWARE FOR LOCAL GOVERNMENT ADMINISTRATION; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, Lexipol, LLC has been a provider of defensible policies and training for public safety organizations throughout the country and is the only company that offers this user-friendly software; and

WHEREAS, in 2018, the Sandusky Police Department overhauled their entire policy and procedure manual with the assistance of a project manager from Lexipol which was fully implemented on January 1, 2019; and

WHEREAS, Lexipol also offers a comprehensive policy and training solution for Local Government Administration providing continuously updated, legally vetted policies, daily policy-related training and policy implementation assistance in one integrated, web-based system; and

WHEREAS, Lexipol provides daily training bulletins to provide federal law, case law, and best practices for diverse government functions and incorporating Lexipol into the City's administration will create the tools for consistent employee policies and training; and

WHEREAS, the one-time cost for implementation of the subscription material is \$12,500.00 and the cost for the annual subscription is \$7,879.00 for a total cost of \$20,379.00 which will be paid with funds from the Department of Administrative Services' 2020 draft operational budget; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately begin the implementation process so the City can begin utilizing the software and subscription at the earliest opportunity which will save Staff time and money as well as ensure the City's policies are continually updated when laws, practices or standards change; 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 of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. This City Commission authorizes and directs the City Manager to enter into an Agreement for Use of Subscription Material with Lexipol, LLC, of Frisco, Texas, for the implementation and annual subscription for Policy

Management Software for Local Government Administration, 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, in an amount **not to exceed** Twenty Thousand Three Hundred Seventy Nine and 00/100 Dollars (\$20,379.00).

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: March 9, 2020