



**SANDUSKY CITY COMMISSION  
REGULAR SESSION AGENDA  
JULY 13, 2020 AT 5 P.M.  
CITY HALL, 240 COLUMBUS AVENUE**

INVOCATION	Naomi Twine
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	June 22, 2020
PRESENTATION	Erie County Sheriff Paul Sigsworth & Tracey Campbell, Interim Senior Director of Firelands Counseling & Recovery Services on CAHOOTS program
AUDIENCE PARTICIPATION	
COMMUNICATIONS	Motion to accept all communications submitted below
CURRENT BUSINESS	

**CONSENT AGENDA ITEMS**

**A. Submitted by Debi Eversole, Housing Development Specialist**

**PURCHASE AND SALE AGREEMENT FOR ONE PARCEL THROUGH LAND BANK PROGRAM**

**Budgetary Information:** The cost associated with these purchase agreements is the total amount of the recording and transfer fees, survey and legal descriptions and deed preparation. Any such costs shall be recouped by the City from the nonrefundable earnest money deposits required to be paid by Purchasers upon sale. By returning this nonproductive land to tax producing status, the taxing districts will begin collecting real property taxes in the amount of approximately \$120.00 per year.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed declaring that certain real property owned by the city as part of the land reutilization program identified as Parcel No. 59-01187.000, located at 530 Clinton Street, Sandusky is no longer needed for any municipal purpose and authorizing the execution of purchase and sale agreement with respect to that real property; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

**B. Submitted by Debi Eversole, Housing Development Specialist**

**PURCHASE AND SALE AGREEMENT HALF OF ONE PARCEL THROUGH LAND BANK PROGRAM**

**Budgetary Information:** The cost associated with these purchase agreements is the total amount of the title examination, recording and transfer fees, survey and legal descriptions and deed preparation. Any such costs shall be recouped by the City from the nonrefundable earnest money deposits required to be paid by Purchasers upon sale. By returning this nonproductive land to tax producing status, the taxing districts will begin collecting real property taxes in the amount of approximately \$80.00 per year.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed declaring that a portion of certain real property owned by the city as part of the land reutilization program identified as Parcel No. 58-01145.000, located on Harrison Street, Sandusky, is no longer needed for any municipal purpose and authorizing the execution of a purchase and sale agreement with respect to that real property; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

**C. Submitted by Michelle Reeder, Finance Director**

**AMENDING 2020 BUDGET TO CORRECT A SCRIVENER'S ERROR**

**Budgetary Information:** There is no cost to correct Scrivener's error.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed amending Ordinance No. 20-058, passed on March 23, 2020, making general appropriations for the fiscal year 2020; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

**D. Submitted by Michelle Reeder, Finance Director**

**APPROVAL OF ERIE COUNTY TAX BUDGET**

**Budgetary Information:** The tax budget will establish initial funding for 2021.

**RESOLUTION NO. \_\_\_\_\_:** It is requested a resolution be passed adopting the tax budget for the city of Sandusky for the calendar year 2021; authorizing the submission of the tax budget to the Erie County Auditor; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the city charter.

**E. Submitted by Joshua Snyder, Assistant City Engineer**

**CHANGE ORDER #2 AND FINAL FOR RUNOFF REDUCTION THROUGH STRATEGIC TREE PLANTING PROJECT (DEDUCT)**

**Budgetary Information:** The original contract with Barnes Nursery, including the First Change order was \$123,176.05. With this deduct, the total contractual amount spent was \$122,599.30.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the city manager to approve the second and final change order for work performed by Barnes Nursery, Inc.; of Huron, Ohio, for the runoff reduction through strategic tree planting project; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the city charter.

**F. Submitted by McKenzie Spriggs, Commission Clerk**

**TRANSFER OF LIQUOR PERMIT FOR MORAN FOODS, LLC DBA SAVE A LOT**

**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 C2 (*wine and mixed beverages in sealed containers for carry out*) liquor permit for Moran Foods LLC dba Save A Lot #8084, 709 West Perkins Avenue. It is requested the Commission Clerk be authorized to notify the Division the City does not request a hearing on this matter.

**REGULAR AGENDA ITEMS**

**ITEM #1 - Submitted by Michelle Reeder, Finance Director**

**CONSULTING CONTRACT FOR FY 2020 WITH ANGELA BYINGTON FOR CDBG ADMINISTRATION**

**Budgetary Information:** Ms. Byington will be paid at the rate of \$75 per hour, with a cap of 200 hours, which will set a not to exceed amount of \$15,000. The cost of this contract will be paid with CDBG administration grant dollars. This contract can be terminated at any time, by either party, with a thirty (30) day-notice to the other party.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to enter into a consulting contract with Angela Byington for the administration of the Community Development Block Grant (CDBG) program through the end of calendar year 2020; and declaring this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

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

**PERMISSION TO BID CDBG FY20 – DEMO PROJECT #1**

**Budgetary Information:** The total estimated cost for this project including advertising and miscellaneous expenses will exceed \$10,000. The cost for all eight (8) of the demolitions will be paid with FY20 Community Development Block Grant Funds. A tax lien will be placed upon the properties for the costs of asbestos abatement and demolition for those properties not owned by the City.

**RESOLUTION NO. \_\_\_\_\_:** It is requested a resolution be passed declaring the necessity for the city to proceed with the proposed CDBG FY20 Demolition Project #1; and directing the city manager to advertise for and receive bids in relation thereto; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the city charter.

**ITEM #3 – Submitted by Michelle Reeder, Finance Director**

**APPROVAL FOR ISSUANCE OF URBAN RENEWAL BONDS, SERIES 2019**

**APPROVAL OF FISCAL OFFICER’S CERTIFICATE THROUGH MOTION**

**Budgetary Information:** The \$1,400,000 paydown of the Urban Renewal Notes will be paid from the Urban Renewal Debt Retirement fund.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed providing for the issuance and sale of Urban Renewal Revenue Bonds pursuant to the Ohio Revised Code Section 725.05 (C), in the maximum principal amount of \$7,700,000, for the purpose of paying costs of city urban renewal project activities in the Bayfront Urban Revitalization Area, which such urban renewal bonds will also be considered bonds of the city under Section 13, Article VIII of the Ohio Constitution to pay costs of projects that create or preserve jobs and employment opportunities and improve the economic welfare of the city and its residents and the state of Ohio; providing for pledge for that purpose of certain nontax revenues; establishing certain funds of the city; approving related documents and declaring an emergency.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing declarations of official intent under U.S. Treasury regulations with respect to reimbursements from proceeds of bonds, notes or other obligations of temporary advances made for payments prior to issuance, and related matters, and declaring an emergency.

ITEM #4 – Submitted by Joshua Snyder, Assistant City Engineer

PERMISSION TO BID SHORELINE PARK EROSION CONTROL PROJECT

**Budgetary Information:** The engineer’s estimated cost of the project including engineering, inspection, advertising, construction, and miscellaneous costs is \$96,710, which is coming from the Community Development Block Grant (CDBG) Fund.

**RESOLUTION NO. \_\_\_\_\_:** It is requested a resolution be passed declaring the necessity for the city to proceed with the proposed Shoreline park Erosion Control Project; approving the specifications and engineer’s estimate of cost thereof and directing the city manager to advertise for and receive bids in relation thereto; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #5 – Submitted by Joshua Snyder, Assistant City Engineer

AWARDING WASTE WATER TREATMENT PLANT FERROUS CHLORIDE SYSTEM REHABILITATION PROJECT TO MOSSER CONSTRUCTION

**Budgetary Information:** The total construction cost of the project is \$659,582.93, to be paid with Sewer Funds, with a portion reimbursed by Erie County, pursuant to the Sewer Services Agreement.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the city manager to enter into a contract with Mosser Construction Inc.; of Fremont, Ohio, for the Waste Water Treatment Plant Ferrous Chloride System Rehabilitation Project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #6 – Submitted by Aaron Klein, Public Works Director

PURCHASE OF ASHALT FROM ERIE MATERIALS, INC.

**Budgetary Information:** The budgeted costs for asphalt materials for 2020 as approved in the O&M budget and CDBG annual action plan are split between the various funds accordingly. Final expenditures will be based on actual repairs in the field:

Capital, via CDBG	55,448.21
Sewer Maintenance O&M	10,000.00
Water Distribution O&M	33,000.00
Street Division O&M	<u>27,500.00</u>
	125,948.21

A portion of the O&M budgets has already been expended to purchase maintenance materials via the temporary appropriations. Additional purchases from Erie Materials, Inc. would require additional approval from City Commission.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the city manager to expend funds to Erie Materials, Inc., of Sandusky, Ohio, for asphalt and paving material to be supplied for in-house street repairs and projects in calendar year 2020; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the city charter.

ITEM #7 – Submitted by Stuart Hamilton, IT Manager and Michelle Reeder, Finance Director

AGREEMENT WITH KRONOS WORKFORE READY SOFTWARE FOR EMPLOYEE MANAGEMENT

**Budgetary Information:** The cost for this Software as a Service agreement is charged per active employee (250) monthly, with a total cost over a 36-month period of \$101,575 (setup fee included). This will be paid with funds from the I.T. Department operating budget in the amount of \$50,787.50, by the Water Fund in the amount of \$25,393.75, and by the Sewer Fund in the amount of \$25,393.75.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the city manager to enter into an agreement with Kronos Saashr, Inc. of Branchburg, New Jersey for the Kronos workforce ready cloud based application for employee management for use by the Human Resources Department; 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

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



## COMMUNITY DEVELOPMENT

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

TO: Eric Wobser, City Manager

FROM: Debi Eversole, Housing Development Specialist

DATE: June 29, 2020

RE: City Commission Agenda Item – Purchase and Sale Agreement 530 Clinton Street.

**ITEMS FOR CONSIDERATION:** The purpose of this communication is to request approval of legislation allowing the City Manager to execute 'Purchase and Sale Agreements' for non-productive land currently in the City of Sandusky's Land Reutilization Program that is no longer needed for any municipal purpose located at 530 Clinton Street and further identified as Erie County Parcel No. 59-01187.000.

**BACKGROUND INFORMATION:** Pursuant to Ordinance No. 07-026 passed June 11, 2007, the City is conducting a Land Reutilization Program in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. The City requested and acquired this nonproductive land upon notice of delinquent tax foreclosure proceedings via Sheriff's sale. The City Commission approved acquisition of this parcel by Resolution No. 031-18R, passed on August 13, 2018. The City of Sandusky's Land Reutilization Policies and Procedures facilitate reutilization of nonproductive land situated within the City of Sandusky and supports neighborhood revitalization and promotes that ownership of unbuildable vacant lots located between two (2) existing property owners shall be offered half each to the adjoining property owners. Emily K. Hodgkinson, the adjoining property owner to the east at 1609 W. Madison Street, and John Paputza, the adjoining property owner to the south at 536 Clinton Street, have requested acquisition of this nonproductive land. The property owner to the north has no interest in any portion of the land. Land Bank Administrator has verified that they do qualify for the program pursuant to the requirements of the Land Reutilization Policies and Procedures. The Land Bank Committee approved the acquisition and sale through the "Mow to Own" Side Lot Disposition Program on June 15, 2020.

**BUDGET IMPACT:** The cost associated with these purchase agreements is the total amount of the recording and transfer fees, survey and legal descriptions and deed preparation. Any such costs shall be recouped by the City from the nonrefundable earnest money deposits required to be paid by Purchasers upon sale. By returning this nonproductive land to tax producing status, the taxing districts will begin collecting real property taxes in the amount of approximately one hundred twenty dollars (\$120.00) per year.

**ACTION REQUESTED:** It is requested legislation be approved allowing the City Manager to enter into purchase agreements for the sale of non-productive property no longer needed for any municipal purpose located at 530 Clinton Street, Sandusky, Ohio, Erie County Parcel No. 59-01187.000 to the adjoining property owners Emily Hodgkinson and John Paputza. It is further requested that the legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter in order to execute the agreements in a timely manner to ensure maintenance of the lot.

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Debi Eversole, Housing Development Specialist

I concur with this recommendation:

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Matt Lasko, Chief Development Officer

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Eric L. Wobser, City Manager

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

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

**AN ORDINANCE DECLARING THAT CERTAIN REAL PROPERTY OWNED BY THE CITY AS PART OF THE LAND REUTILIZATION PROGRAM IDENTIFIED AS PARCEL NO. 59-01187.000, LOCATED AT 530 CLINTON STREET, SANDUSKY, IS NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE AND AUTHORIZING THE EXECUTION OF PURCHASE AND SALE AGREEMENTS WITH RESPECT TO THAT REAL PROPERTY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

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

**WHEREAS**, the City Commission previously authorized the acquisition of the property located at 530 Clinton Street, Parcel No. 59-01187.000, by Resolution No. 031-18R, passed on August 13, 2018, under said Land Reutilization Program which property is more specifically described in Exhibit "A", which is no longer needed for any municipal purposes; and

**WHEREAS**, requests were made by the adjoining property owners to acquire this property for yard expansion pursuant to the City's "Mow to Own" Side Lot Disposition Program that was approved by this City Commission by Resolution No. 024-11R, passed on July 11, 2011, and effective on August 11, 2011; and

**WHEREAS**, adjoining property owner, Emily K. Hodgkinson desires to purchase the eastern one-half (1/2) of Parcel No. 59-01187.000, which is more specifically described in Exhibit "C" (the "Property") attached to a certain Purchase Agreement, a copy of which is marked Exhibit "B" with respect thereto (the "Purchase Agreement"); and

**WHEREAS**, adjoining property owner, John Paputza, desires to purchase the western one-half (1/2) of Parcel No. 59-01187.000, which is more specifically described in Exhibit "E" (the "Property") attached to a certain Purchase Agreement, a copy of which is marked Exhibit "D" with respect thereto (the "Purchase Agreement"); and

**WHEREAS**, the Land Bank Committee met on June 15, 2020, and approved the acquisitions and sale of the portions of property to Emily K. Hodgkinson and John Paputza through the "Mow to Own" Side Lot Disposition Program; and

**WHEREAS**, the cost associated with these purchase and sale agreements is the total cost of the recording and transfer fees, survey and legal descriptions, and deed preparation and any other customary fees that may be due and payable in the ordinary course of the purchase and sale transaction and the City will recoup these expenses incurred from the nonrefundable earnest money deposits required to be paid by the Purchasers; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to execute the purchase and sale agreement in a timely manner to ensure maintenance of the lot; and

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

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

Section 1. This City Commission finds, determines and declares that the Property, Parcel No. 59-01187.000, located at 530 Clinton Street, Sandusky, more specifically described in Exhibit "A", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, is no longer needed for any municipal purpose and that the execution of the Purchase and Sale Agreements providing for the sales, pursuant to Section 25 of the Charter of this City, to the Purchasers of the Property at the purchase prices set forth in the Purchase and Sale Agreements, is in the economic interest of the City and in furtherance of the City's Land Reutilization Program referenced in those preambles in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. The City Manager is hereby authorized and directed to execute the Purchase and Sale Agreements on behalf of the City, substantially in the same forms as attached to this Ordinance, marked Exhibits "B" and "D", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the City's public purpose. Upon the exercise by the Purchasers to purchase the Property pursuant to the Purchase and Sale Agreements, the City Manager is also hereby authorized and directed on behalf of the City to execute quit claim deeds conveying the Property to the Purchasers, which quit claim deeds shall be in a form satisfactory to the Law Director. The City Manager, Law Director, Finance Director, and other City officials, as appropriate, are each hereby authorized to execute and deliver such instruments, certificates and other documents and take such actions as are necessary and in the best interests of the City in order to carry out and consummate the foregoing actions authorized by this Ordinance.

Section 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: July 13, 2020



**Transferred**  
In Compliance with sections  
319-202 and 322-02 of the  
Ohio Revised Code.  
FEE \$ \_\_\_\_\_  
Exempt: ☒  
R.E. TRANSFER:  
\$ \_\_\_\_\_  
Richard H. Jeffiney  
Erie County Auditor  
Trans. Fees: \$ 1.50  
Date: 1-16-2020 By: \_\_\_\_\_

Per O.R.C. 319.203  
Erie County Auditor, Engineer  
Date  
*Richard H. Jeffiney*

Barbara A. Sessler  
County Recorder, Erie County OH  
202000417 Total Pages: 2  
01/16/2020 08:21:48 AM Fees: \$0.00

**SHERIFF'S DEED**  
**Revised Code Sec. 2329.36**

I, Paul A. Sigsworth, Sheriff of Erie County, and pursuant to the Confirmation of Sale entered on December 26, 2019, and the statutory provisions of O.R.C. Chapter 5722, does hereby  
**GRANT, SELL AND CONVEY** unto the **CITY OF SANDUSKY** all rights, title and interest of the parties in Court of Common Pleas, Erie County, Ohio, Case No. 2017 CV 0663, Pamela Ferrell, Erie County Treasurer vs. Unknown Heirs of Randy M. Yanushewski, et al., and all pleadings therein incorporated herein by reference in and to the following Lands and Tenements situated in the County of Erie, City of Sandusky, and State of Ohio, whose Prior Owner was Randy M. Yanushewski, and whose Prior Deed reference is an instrument recorded as ORB 210, PG 341, in the Records of the Erie County Recorder, and is known and further described as follows:

Situated in the City of Sandusky, County of Erie and State of Ohio: Being the west one-half (1/2) of Lot Number Seventy-five (75) on Clinton Street, in the Western Liberties Addition, Erie County Ohio Records.

Property Address: 530 Clinton St., Sandusky, Ohio 44870  
Tax ID No.: 59-01187.000  
Tax Mailing Address: 240 Columbus Ave., Sandusky, Ohio 44870

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

Executed this 3<sup>RD</sup> day of JANUARY, 2020.

*Paul A. Sigsworth*  
Paul A. Sigsworth, Sheriff of Erie County, Ohio



STATE OF OHIO )  
 ) SS:  
COUNTY OF ERIE )

The foregoing was acknowledged before me this 3rd day of January 2020,  
by Paul A. Sigsworth, Sheriff of Erie County, Ohio.

Chad D. Henderson

Notary Public

State of Ohio

My Commission Expires: \_\_\_\_\_

This instrument was prepared by:  
Susan Ryan Brown #0039074  
Assistant Prosecutor, Erie County  
247 Columbus Ave. Suite 319  
Sandusky, Ohio 44870

**CHAD HENDERSON**  
NOTARY PUBLIC, STATE OF OHIO  
My Commission Expires  
January 16, 2023

## **PURCHASE AND SALE AGREEMENT**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2020, by and between the City of Sandusky, Erie County, Ohio, a Municipal Corporation, 240 Columbus Avenue, Sandusky, Ohio 44870, hereinafter referred to as the "Seller" and Emily K. Hodgkinson, hereinafter referred to as the "Purchaser".

### **WITNESSETH:**

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

1. The Seller agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Seller, the unimproved parcel of real property located on the eastern one half (1/2) of 530 Clinton Street, Erie County Parcel Number 59-01187.000, Sandusky, Ohio, and more fully described in the survey and legal description marked Exhibit "A" and attached hereto, the legal description of which will be set forth in the deed transferring ownership of said parcel and hereinafter referred to as the "Property." The Property is adjacent to and contiguous with real property that is owned by the Purchaser located at 1609 W. Madison Street, Erie County Parcel Number 59-01192.000.

2. The total purchase price for the Property is three thousand thirty five dollars (\$3,035.00), which is not less than one half (1/2) of the fair market value as determined by the appraised valuation of the Erie County Auditor. Purchaser shall pay a non-refundable earnest money deposit of seven hundred fifty dollars and seventy five cents (\$750.75) by credit card (processing fee applies), certified check or cashier's check made payable to Seller. The remaining balance of two thousand two hundred eighty four dollars and twenty five cents (\$2,284.25), shall be paid by in-kind service of the Purchaser by mowing and maintaining the eastern one half (1/2) of the Property in a nuisance free condition for a minimum of one (1) year according to the terms of the City of Sandusky's "Mow to Own" Side Lot Disposition Program, a copy of which is attached hereto, marked as "Exhibit B" and specifically incorporated herein.

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

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

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

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

5. Seller shall not furnish a title insurance policy.
6. The closing date of this transaction shall be no later than July 31, 2021, or at such other time as may be mutually agreed upon, in writing, by the parties.
7. The Seller and the Purchaser represent that no real estate broker or agent was involved in this transaction and that no brokerage fees, commissions, or other compensation is due any real estate broker or agent because of this transaction.
8. On the closing date, the Seller shall file for record the deed, and other instruments, if any, required to be recorded pursuant to this Agreement.
9. Purchaser shall be entitled to possession of the Property upon the closing of this transaction.
10. The Purchaser has examined the Property, has had the opportunity to fully inspect and ask questions about conditions of the same, and acknowledges that they are accepting the Property "AS IS" subject to no warranties as of the date of the execution of this Purchase Agreement and that there have been no representations by the Seller as to the condition of the Property.
11. In the event that the Purchaser breaches this Agreement by not closing this transaction on or before July 31, 2021, Seller may sell the Property to another adjoining property owner or may retain the Property for devotion to public use.
12. This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof, and no agreements or understandings nor any representations concerning the same shall be binding upon the parties unless specifically set forth herein.
13. This Agreement shall be binding upon and inure to the benefit of Seller and Purchasers and their respective heirs, legal representatives, and assigns.
14. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instruments.

**SIGNATURE PAGES TO FOLLOW**

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

**PURCHASER(S):**

Emily K. Hodgkinson, Property Owner

State of Ohio )  
 ) ss:  
County of Erie )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, a Notary Public in and for said County and State, personally appeared Emily K. Hodgkinson and acknowledged the execution of the foregoing instrument and that the same is their voluntary act and deed.

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

Notary Public

My Commission Expires: \_\_\_\_\_

**SELLER:**

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 my official seal on the day and year aforesaid.

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

My Commission Expires: \_\_\_\_\_

Approved as to Form:

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

**EXHIBIT A**

***Survey and property description are in progress and will be attached as Exhibit A upon completion.***

DRAFT

# CITY OF SANDUSKY OHIO



## LAND REUTILIZATION PROGRAM

### "MOW TO OWN"

## SIDE LOT DISPOSITION PROGRAM

EXHIBIT

"B"



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



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

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

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

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



A. Qualified Properties.

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

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

B. Applicants.

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

C. Purchase.

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



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

D. Price.

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

E. Payment.

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

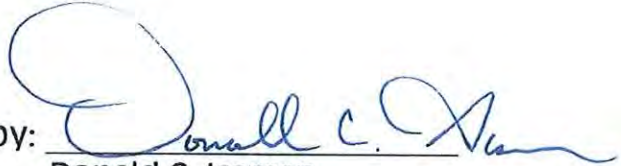
maintain the property in any way within the required minimum number of years, the purchaser shall be in breach of the Purchase Agreement.

F. Breach of the Purchase Agreement.

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

Date: 9-16-11

Approved by:



Donald C. Icsman  
Acting City Manager

## **PURCHASE AND SALE AGREEMENT**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2020, by and between the City of Sandusky, Erie County, Ohio, a Municipal Corporation, 240 Columbus Avenue, Sandusky, Ohio 44870, hereinafter referred to as the "Seller" and John Paputza, hereinafter referred to as the "Purchaser".

### **WITNESSETH:**

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

1. The Seller agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Seller, the unimproved parcel of real property located on the western one half (1/2) of 530 Clinton Street, Erie County Parcel Number 59-01187.000, Sandusky, Ohio, and more fully described in the survey and legal description marked Exhibit "A" and attached hereto, the legal description of which will be set forth in the deed transferring ownership of said parcel and hereinafter referred to as the "Property." The Property is adjacent to and contiguous with real property that is owned by the Purchaser located at 536 Clinton Street, Erie County Parcel Number 59-00862.000.

2. The total purchase price for the Property is three thousand thirty five dollars (\$3,035.00), which is not less than one half (1/2) of the fair market value as determined by the appraised valuation of the Erie County Auditor. Purchaser shall pay a non-refundable earnest money deposit of seven hundred fifty dollars and seventy five cents (\$750.75) by credit card (processing fee applies), certified check or cashier's check made payable to Seller. The remaining balance of two thousand two hundred eighty four dollars and twenty five cents (\$2,284.25), shall be paid by in-kind service of the Purchaser by mowing and maintaining the western one half (1/2) of the Property in a nuisance free condition for a minimum of one (1) year according to the terms of the City of Sandusky's "Mow to Own" Side Lot Disposition Program, a copy of which is attached hereto, marked as "Exhibit B" and specifically incorporated herein.

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

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

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

4. At closing, Seller shall execute and deliver to Purchaser a quit claim deed conveying marketable record title to the Property to Purchaser free and clear of all liens,

delinquent real estate taxes and special assessments. Purchaser shall pay all of the taxes and assessments due and payable after the date of closing.

5. Seller shall not furnish a title insurance policy.
6. The closing date of this transaction shall be no later than July 31, 2021, or at such other time as may be mutually agreed upon, in writing, by the parties.
7. The Seller and the Purchaser represent that no real estate broker or agent was involved in this transaction and that no brokerage fees, commissions, or other compensation is due any real estate broker or agent because of this transaction.
8. On the closing date, the Seller shall file for record the deed, and other instruments, if any, required to be recorded pursuant to this Agreement.
9. Purchaser shall be entitled to possession of the Property upon the closing of this transaction.
10. The Purchaser has examined the Property, has had the opportunity to fully inspect and ask questions about conditions of the same, and acknowledges that they are accepting the Property "AS IS" subject to no warranties as of the date of the execution of this Purchase Agreement and that there have been no representations by the Seller as to the condition of the Property.
11. In the event that the Purchaser breaches this Agreement by not closing this transaction on or before July 31, 2021, Seller may sell the Property to another adjoining property owner or may retain the Property for devotion to public use.
12. This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof, and no agreements or understandings nor any representations concerning the same shall be binding upon the parties unless specifically set forth herein.
13. This Agreement shall be binding upon and inure to the benefit of Seller and Purchasers and their respective heirs, legal representatives, and assigns.
14. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instruments.

**SIGNATURE PAGES TO FOLLOW**

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

**PURCHASER(S):**

John Paputza, Property Owner

State of Ohio )

) SS:

County of Erie )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, a Notary Public in \_\_\_\_\_ and for said County and State, personally appeared John Paputza and acknowledged the execution of the foregoing instrument and that the same is their voluntary act and deed.

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

Notary Public

My Commission Expires: \_\_\_\_\_



**SELLER:**

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 my official seal on the day and year aforesaid.

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

My Commission Expires: \_\_\_\_\_

Approved as to Form:

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

**EXHIBIT A**

***Survey and property description are in progress and will be attached as Exhibit A upon completion.***

DRAFT

# CITY OF SANDUSKY OHIO



## LAND REUTILIZATION PROGRAM

### "MOW TO OWN"

## SIDE LOT DISPOSITION PROGRAM

EXHIBIT

"B"

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



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

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

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

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



A. Qualified Properties.

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

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

B. Applicants.

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

C. Purchase.

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



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

D. Price.

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

E. Payment.

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

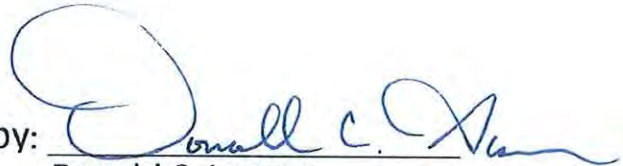
maintain the property in any way within the required minimum number of years, the purchaser shall be in breach of the Purchase Agreement.

F. Breach of the Purchase Agreement.

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

Date: 9-16-11

Approved by:



Donald C. Icsman  
Acting City Manager





## COMMUNITY DEVELOPMENT

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

TO: Eric Wobser, City Manager

FROM: Debi Eversole, Housing Development Specialist

DATE: June 29, 2020

RE: City Commission Agenda Item – Purchase and Sale Agreement Parcel #58-01145.000 – Harrison Street

**ITEMS FOR CONSIDERATION:** The purpose of this communication is to request approval of legislation allowing the City Manager to execute 'Purchase and Sale Agreements' for non-productive land currently in the City of Sandusky's Land Reutilization Program that is no longer needed for any municipal purpose located on Harrison Street and further identified as Erie County Parcel No. 58-01145.000.

**BACKGROUND INFORMATION:** Pursuant to Ordinance No. 07-026 passed June 11, 2007, the City is conducting a Land Reutilization Program in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. The City requested and acquired this nonproductive land upon notice of delinquent tax foreclosure proceedings via Sheriff's sale. The City Commission approved acquisition of this parcel by Resolution No. 021-17R, passed on April 10, 2017. The City of Sandusky's Land Reutilization Policies and Procedures facilitate reutilization of nonproductive land situated within the City of Sandusky and supports neighborhood revitalization and promotes that ownership of unbuildable vacant lots located between two (2) existing property owners shall be offered half each to the adjoining property owners. Robert E. Cole ETAL, the adjoining property owner to the north at 1823 Harrison Street has requested acquisition of one half (1/2) of this nonproductive land. The City owns the property to the south currently in the Land Reutilization Program. The Land Bank Administrator has verified that he does qualify for the program pursuant to the requirements of the Land Reutilization Policies and Procedures. The Land Bank Committee approved the acquisition and sale through the "Mow to Own" Side Lot Disposition Program on June 15, 2020. Once this sale is executed and the portions are combined with the adjoining parcels, the City of Sandusky will own a more suitable parcel for new development, identified as Erie County Parcel No. 58-01146.000.

**BUDGET IMPACT:** The cost associated with these purchase agreements is the total amount of the title examination, recording and transfer fees, survey and legal descriptions and deed preparation. Any such costs shall be recouped by the City from the nonrefundable earnest money deposits required to be paid by Purchasers upon sale. By returning this nonproductive land to tax producing status, the taxing districts will begin collecting real property taxes in the amount of approximately eighty dollars (\$80.00) per year.

**ACTION REQUESTED:** It is requested legislation be approved allowing the City Manager to enter into a purchase agreement for the sale of non-productive property no longer needed for any municipal purpose located on Harrison Street, Sandusky, Ohio, Erie County Parcel No. 58-01145.000 to the adjoining property owner Robert E. Cole ETAL. It is further requested that the legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter in order to execute the agreements in a timely manner to ensure maintenance of the lot.

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Debi Eversole, Housing Development Specialist

I concur with this recommendation:

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Matt Lasko, Chief Development Officer

---

Eric L. Wobser, City Manager

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

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

**AN ORDINANCE DECLARING THAT A PORTION OF CERTAIN REAL PROPERTY OWNED BY THE CITY AS PART OF THE LAND REUTILIZATION PROGRAM AND IDENTIFIED AS PARCEL NO. 58-01145.000, LOCATED ON HARRISON STREET, SANDUSKY, IS NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE AND AUTHORIZING THE EXECUTION OF A PURCHASE AND SALE AGREEMENT WITH RESPECT TO THAT REAL PROPERTY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

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

**WHEREAS**, the City Commission previously authorized the acquisition of the property located on Harrison Street, Parcel No. 58-01145.000, by Resolution No. 021-17R, passed on April 10, 2017, under said Land Reutilization Program which property is more specifically described in Exhibit "A", which is no longer needed for any municipal purposes; and

**WHEREAS**, a request was made by the adjoining property owner to acquire this property for yard expansion pursuant to the City's "Mow to Own" Side Lot Disposition Program that was approved by this City Commission by Resolution No. 024-11R, passed on July 11, 2011, and effective on August 11, 2011; and

**WHEREAS**, adjoining property owner, Robert E. Cole, et al., desires to purchase the northern one-half (1/2) of Parcel No. 58-01145.000, which is more specifically described in Exhibit "A" (the "Property") attached to a certain Purchase Agreement, a copy of which is marked Exhibit "1" with respect thereto (the "Purchase Agreement"); and

**WHEREAS**, the City owns the adjoining property to the south, Parcel No. 58-0046.000, which is currently in the City's Land Reutilization Program and was acquired together with Parcel No. 58-01145.000, and these properties will be combined into one for a more suitable parcel for new development; and

**WHEREAS**, the Land Bank Committee met on June 15, 2020, and approved the acquisition and sale of this property to Robert E. Cole, et al., through the "Mow to Own" Side Lot Disposition Program; and

**WHEREAS**, the cost associated with the purchase and sale agreement is the total cost of the title examination, recording and transfer fees, survey and legal descriptions, and deed preparation and any other customary fees that may be due and payable in the ordinary course of the purchase and sale transaction and the City will recoup these expenses incurred from the nonrefundable earnest money deposit required to be paid by the Purchaser; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to execute the purchase and sale agreement in a timely manner to ensure maintenance of the lot; and

**WHEREAS**, in that it is deemed necessary in order to provide for the

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

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

Section 1. This City Commission finds, determines and declares that the northern one-half of the Property, Parcel No. 58-01145.000, located on Harrison Street, Sandusky, more specifically described in Exhibit "A", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, is no longer needed for any municipal purpose and that the execution of the Purchase and Sale Agreement providing for the sale, pursuant to Section 25 of the Charter of this City, to the Purchaser of the Property at the purchase price set forth in the Purchase and Sale Agreement, is in the economic interest of the City and in furtherance of the City's Land Reutilization Program referenced in those preambles in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. The City Manager is hereby authorized and directed to execute the Purchase and Sale Agreement on behalf of the City, substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the City's public purpose. Upon the exercise by the Purchaser to purchase the Property pursuant to the Purchase and Sale Agreement, the City Manager is also hereby authorized and directed on behalf of the City to execute a quit claim deed conveying the Property to the Purchaser, which quit claim deed shall be in a form satisfactory to the Law Director. The City Manager, Law Director, Finance Director, and other City officials, as appropriate, are each hereby authorized to execute and deliver such instruments, certificates and other documents and take such actions as are necessary and in the best interests of the City in order to carry out and consummate the foregoing actions authorized by this Ordinance.

Section 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: July 13, 2020

## **PURCHASE AND SALE AGREEMENT**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2020, by and between the City of Sandusky, Erie County, Ohio, a Municipal Corporation, 240 Columbus Avenue, Sandusky, Ohio 44870, hereinafter referred to as the "Seller" and Robert E. Cole ETAL hereinafter referred to as the "Purchaser".

### **WITNESSETH:**

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

1. The Seller agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Seller, the unimproved parcel of real property located on the northern ½ of the Harrison Street parcel identified as Erie County Parcel Number 58-01145.000, Sandusky, Ohio, and more fully described in the survey and legal description marked Exhibit "A" and attached hereto, the legal description of which will be set forth in the deed transferring ownership of said parcel and hereinafter referred to as the "Property." The Property is adjacent to and contiguous with real property that is owned by the Purchaser located at 1823 Harrison Street, Erie County Parcel Number 58-00433.000 and the City of Sandusky located on Harrison Street, Erie County Parcel Number 58-01146.000.

2. The total purchase price for the Property is three thousand thirty five dollars (\$3,035.00), which is not less than the fair market value as determined by the appraised valuation of the Erie County Auditor. Purchaser shall pay a non-refundable earnest money deposit of at least one thousand four hundred forty two dollars (\$1,442.00) by certified check, money order or credit card (processing fee applies), made payable to Seller. The remaining balance of not more than one thousand five hundred ninety three dollars (\$1,593.00), shall be paid by in-kind service of the Purchaser by mowing and maintaining the northern ½ of the Property in a nuisance free condition for a minimum of one (1) year according to the terms of the City of Sandusky's "Mow to Own" Side Lot Disposition Program, a copy of which is attached hereto, marked as "Exhibit B" and specifically incorporated herein.

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

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

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

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

5. Seller shall not furnish a title insurance policy.
6. The closing date of this transaction shall be no later than August 13, 2021, or at such other time as may be mutually agreed upon, in writing, by the parties.
7. The Seller and the Purchaser represent that no real estate broker or agent was involved in this transaction and that no brokerage fees, commissions, or other compensation is due any real estate broker or agent because of this transaction.
8. On the closing date, the Seller shall file for record the deed, and other instruments, if any, required to be recorded pursuant to this Agreement.
9. Purchaser shall be entitled to possession of the Property upon the closing of this transaction.
10. The Purchaser has examined the Property, has had the opportunity to fully inspect and ask questions about conditions of the same, and acknowledges that they are accepting the Property "AS IS" subject to no warranties as of the date of the execution of this Purchase Agreement and that there have been no representations by the Seller as to the condition of the Property.
11. In the event that the Purchaser breaches this Agreement by not closing this transaction on or before August 13, 2021, Seller may sell the Property to another adjoining property owner or may retain the Property for devotion to public use.
12. This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof, and no agreements or understandings nor any representations concerning the same shall be binding upon the parties unless specifically set forth herein.
13. This Agreement shall be binding upon and inure to the benefit of Seller and Purchasers and their respective heirs, legal representatives, and assigns.
14. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instruments.

**SIGNATURE PAGES TO FOLLOW**

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

**PURCHASER(S):**

Robert E. Cole, Property Owner

State of Ohio )  
 ) ss:  
County of Erie )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, a Notary Public in \_\_\_\_\_ and for said County and State, personally appeared Robert E. Cole and acknowledged the execution of the foregoing instrument and that the same is their voluntary act and deed.

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

Notary Public

My Commission Expires: \_\_\_\_\_



**SELLER:**

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 my official seal on the day and year aforesaid.

---

Notary Public

My Commission Expires: \_\_\_\_\_

Approved as to Form:

---

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

**EXHIBIT A**

***Survey and property description are in progress and will be attached as Exhibit A upon completion.***

DRAFT

# CITY OF SANDUSKY OHIO



## LAND REUTILIZATION PROGRAM

### "MOW TO OWN"

## SIDE LOT DISPOSITION PROGRAM

EXHIBIT

"B"

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



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

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

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

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



A. Qualified Properties.

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

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

B. Applicants.

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

C. Purchase.

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



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

D. Price.

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

E. Payment.

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

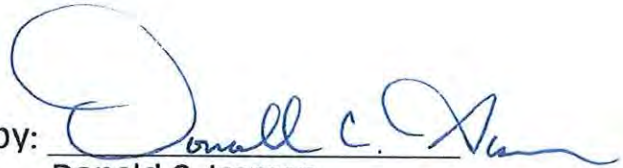
maintain the property in any way within the required minimum number of years, the purchaser shall be in breach of the Purchase Agreement.

F. Breach of the Purchase Agreement.

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

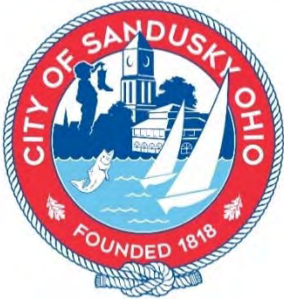
Date: 9-16-11

Approved by:



Donald C. Icsman  
Acting City Manager





## FINANCE DEPARTMENT

240 Columbus Avenue  
Sandusky, Ohio 44870  
419.627.5776  
[www.cityofsandusky.com](http://www.cityofsandusky.com)

TO: Eric Wobser, City Manager  
FROM: Michelle Reeder, Finance Director  
DATE: June 30, 2020  
RE: Request for Legislation amending Ordinance No. 20-058 to correct a Scrivener's error

### **ITEM FOR CONSIDERATION:**

Legislation amending Ordinance No. 20-058 to correct a scrivener's error and accurately reflect the totals for the Bond Retirement Fund and General Bond Trust Fund for the 2020 budget.

### **BACKGROUND INFORMATION:**

It was recently discovered that a Scrivener's error was made on Ordinance No. 20-058, passed on March 23, 2020, which incorrectly stated the total budget for the Bond Retirement fund as \$1,677,751 instead of the correct total of \$1,667,751. The General Trust Fund was inaccurately listed as \$192,500, the correct total should be \$157,500. The appropriation figures were listed correctly, it is only the total figure that was inaccurate.

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

### **ACTION REQUESTED:**

It is requested that an Ordinance be passed amending Ordinance No. 20-058 to correct a Scrivener's error and accurately reflect the correct fund totals. It is further requested that the legislation 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. 20-058, passed on March 23, 2020, and identify the correct fund totals at the earliest opportunity.

I concur with this recommendation:

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Eric Wobser  
City Manager

---

Michelle Reeder  
Finance Director

CC: Trevor Hayberger, Law Director

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

AN ORDINANCE AMENDING ORDINANCE NO. 20-058, PASSED ON MARCH 23, 2020, MAKING GENERAL APPROPRIATIONS FOR THE FISCAL YEAR 2020; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

**WHEREAS**, this City Commission approved general appropriations for the City of Sandusky for fiscal year 2020 by Ordinance No. 20-058, passed March 23, 2020; and

**WHEREAS**, it was recently discovered that a Scrivener’s error was made on Ordinance No. 20-058, passed on March 23, 2020, which incorrectly stated the totals for the Bond Retirement Fund, General Trust Fund, and the total of all 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. 20-058, passed on March 23, 2020, and identify the correct totals at the earliest opportunity; and

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

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

Section 1. This City Commission hereby amends Ordinance No. 20-058, passed on March 23, 2020, to correct a scrivener’s error and identify the accurate totals of the Bond Retirement Fund, General Bond Trust Fund, and the total of all funds.

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

**PAGE 2 - ORDINANCE NO. \_\_\_\_\_**

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
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		42,415	42,415
PROJECTS/ART FUND	-		
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
<b>GENERAL FUND</b>	<b>14,316,662</b>	<b>10,237,664</b>	<b>24,554,326</b>
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
<b>STREET FUND</b>	<b>889,825</b>	<b>1,119,000</b>	<b>2,008,825</b>
<b>ST HIGHWAY FUND</b>	<b>50,000</b>	<b>41,000</b>	<b>91,000</b>
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
<b>TRANSIT FUND</b>	<b>140,964</b>	<b>4,130,508</b>	<b>4,271,472</b>

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
<b>PARKS &amp; RECREATION FUND</b>	<b>344,850</b>	<b>391,930</b>	<b>736,780</b>
<b>FIRE PENSION FUND</b>	<b>834,824</b>	<b>47,451</b>	<b>882,275</b>
<b>POLICE PENSION FUND</b>	<b>666,344</b>	<b>35,932</b>	<b>702,276</b>
POLICE		24,071	24,071
REVOLVING LOAN-ECO DEV	-	250,729	250,729
<b>STATE GRANTS FUND</b>	<b>-</b>	<b>274,800</b>	<b>274,800</b>
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
BROWNFIELD GRANT- REMEDIATION		66,000	66,000
HUD CDBG	150,000	978,400	1,128,400
<b>FEDERAL GRANTS FUND</b>	<b>150,000</b>	<b>1,148,400</b>	<b>1,298,400</b>
<b>INDIGENT DRIVER ALCOHOL TRT FUND</b>	<b>-</b>	<b>80,000</b>	<b>80,000</b>
<b>ENFORCEMENT &amp; EDUCATION</b>	<b>-</b>	<b>8,000</b>	<b>8,000</b>
<b>COURT COMPUTER FUND</b>	<b>10,000</b>	<b>30,000</b>	<b>40,000</b>
<b>INDIGENT TELEPHONE FUND</b>	<b>-</b>	<b>17,000</b>	<b>17,000</b>
<b>COURT PROBATION FUND</b>	<b>15,000</b>	<b>40,000</b>	<b>55,000</b>
<b>PAYROLL STAB FUND</b>	<b>610,000</b>	<b>-</b>	<b>610,000</b>
<b>REAL ESTATE DEV FUND</b>	<b>-</b>	<b>450,000</b>	<b>450,000</b>
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
<b>TOTAL CAPITAL IMPROVEMENT FUND</b>	<b>-</b>	<b>605,000</b>	<b>605,000</b>
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) STREETS	-	241,463	241,463
		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
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
<b>CAPITAL PROJECTS FUND</b>	<b>80,000</b>	<b>20,747,966</b>	<b>20,827,966</b>
<b>TAX INCREMENT FUND</b>	<b>-</b>	<b>45,633</b>	<b>45,633</b>
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
<b>SPECIAL ASSESSMENT FUND</b>	<b>98,000</b>	<b>44,600</b>	<b>142,600</b>
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
<b>BOND RETIREMENT FUND</b>	<b>-</b>	<b>1,667,751</b>	<b>1,667,751</b>

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	-	157,500	157,500
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
<b>CEMETERY ENDOWMENT FUND</b>	<b>50,000</b>	<b>37,000</b>	<b>87,000</b>
 <b>SPECIAL ASSESSMENTS- NON-CITY</b>	 -	 <b>69,126</b>	 <b>69,126</b>
 <b>TRUST &amp; AGENCY</b>	 -	 <b>60,000</b>	 <b>60,000</b>
 <b>TOTAL ALL FUNDS</b>	 <b>25,705,125</b>	 <b>71,956,455</b>	 <b>97,661,580</b>

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 is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its

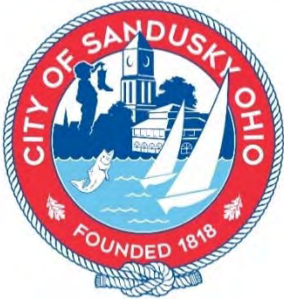
adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

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

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

Passed: July 13, 2020





## FINANCE DEPARTMENT

240 Columbus Avenue  
Sandusky, Ohio 44870  
419.627.5776  
[www.cityofsandusky.com](http://www.cityofsandusky.com)

TO: Eric Wobser, City Manager  
FROM: Michelle Reeder, Finance Director  
DATE: June 30, 2020  
RE: Commission Agenda Item

### **ITEM FOR CONSIDERATION:**

The Erie County Budget Commission has determined that a full Tax Budget be submitted for calendar year 2021 by July 20, 2020. Prior to 2011, the Erie County Budget Commission had waived this requirement to submit a full Tax Budget.

### **BACKGROUND INFORMATION:**

The tax budget has been approved annually since 2011. The first resolutions passed was on July 11, 2011.

**BUDGETARY INFORMATION:** The tax budget will establish initial funding for 2021.

### **ACTION REQUESTED:**

It is recommended that this resolution be approved as soon as possible. The resolution is needed so that the City of Sandusky can comply with the request of the Erie County Budget Commission, in accordance with Ohio Revised Code Sections 5705.28, 5705.29, and 5705.30, by filing the Tax Budget with the County Auditor by July 20, 2020. It is recommended that the City Commission adopt the necessary legislation as an emergency measure and in accordance with Section 14 of the City Charter.

I concur with this recommendation:

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Eric Wobser  
City Manager

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Michelle Reeder  
Finance Director

CC: Trevor Hayberger, Law Director

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

**A RESOLUTION ADOPTING THE TAX BUDGET FOR THE CITY OF SANDUSKY FOR THE CALENDAR YEAR 2021; AUTHORIZING THE SUBMISSION OF THE TAX BUDGET TO THE ERIE COUNTY AUDITOR; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the Erie County Budget Commission has determined that for the CY 2021 Budget, a full Tax Budget is to be submitted to the Erie County Auditor and pursuant to O.R.C. § 5705.30 must be submitted on or before the 20th day of July; and

**WHEREAS**, prior to 2011, the Erie County Budget Commission had waived the requirements for entities to submit a full tax budget and had only required revenues per fund to be submitted; and

**WHEREAS**, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to submit the City's Tax Budget for CY 2021 to the Erie County Auditor by the required deadline of July 20, 2020; and

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

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

Section 1. This City Commission approves and adopts the City's Tax Budget for CY 2021, a copy of which is marked Exhibit "A" and attached to this Resolution and specifically incorporated as if fully rewritten herein.

Section 2. This City Commission authorizes and directs the Finance Director to deliver a certified copy of this Resolution to the Erie County Auditor.

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

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

those formal actions were in meetings open to the public in compliance with the law.

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

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

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

Passed: July 13, 2020

**CITY OF SANDUSKY  
TAX BUDGET - 2021**

Fund	Estimated Unencumbered Balance at 12/31/2020	Estimated 2021 Real Estate Property Taxes	Estimated 2021 Local Govt (County)	Estimated 2021 Other	Total Resources For Expenditures	2021 Estimated Expenditures			Estimated Unencumbered Balance at 12/31/2021
						Personnel Services	Other	Total Estimated Expenditures	
110 General	3,649,039.00	1,685,285.00	400,000.00	20,670,009.30	26,404,333.30	13,853,500.00	10,493,605.60	24,347,105.60	2,057,227.70
216 Street	213,977.85	-	-	1,729,662.00	1,943,639.85	870,968.00	824,515.00	1,695,483.00	248,156.85
217 State Highway	99,462.00	-	-	77,300.00	176,762.00	49,440.00	42,230.00	91,670.00	85,092.00
218 Public Transit	71,325.00	-	-	4,346,174.00	4,417,499.00	118,017.40	4,254,423.24	4,372,440.64	45,058.36
227 Parks & Recreation	129,070.00	-	-	731,883.00	860,953.00	182,155.50	403,687.90	585,843.40	275,109.60
236 Fire Pension	65,829.00	138,517.00	-	773,557.00	977,903.00	859,868.72	48,874.53	908,743.25	69,159.75
237 Police Pension	4,659.00	138,517.00	-	629,282.00	772,458.00	643,750.00	16,068.00	659,818.00	112,640.00
239 State Grants	295,543.00	-	-	355,000.00	650,543.00	-	283,044.00	283,044.00	367,499.00
241 Federal Grants	186,514.67	-	-	1,200,000.00	1,386,514.67	125,186.20	1,098,400.00	1,223,586.20	162,928.47
242 Indigent Driver Alcohol	67,189.00	-	-	30,000.00	97,189.00	-	82,400.00	82,400.00	14,789.00
243 Enforcement & Education	13,940.00	-	-	3,000.00	16,940.00	-	-	-	16,940.00
244 Court Computer	191,702.00	-	-	26,000.00	217,702.00	10,300.00	30,900.00	41,200.00	176,502.00
245 Indigent Telephone	1,648.47	-	-	8,000.00	9,648.47	-	1,500.00	1,500.00	8,148.47
246 Probation Service	419,930.00	-	-	78,500.00	498,430.00	15,450.00	41,200.00	56,650.00	441,780.00
247 Payroll Stabilization	471,536.00	-	-	50,000.00	521,536.00	350,000.00	-	350,000.00	171,536.00
248 Real Estate Development	152,776.00	-	-	150,000.00	302,776.00	-	50,000.00	50,000.00	252,776.00
430 Capital Improvement	11,520.00	-	-	623,363.00	634,883.00	-	621,150.00	621,150.00	13,733.00
431 Capital Projects	2,122,145.00	-	-	19,489,000.00	21,611,145.00	55,877.50	18,396,927.48	18,452,804.98	3,158,340.02
432 Tax Increment Dist	-	-	-	-	-	-	-	-	-
433 Special Assessments	335,448.00	-	-	355,000.00	690,448.00	368,740.00	45,165.50	413,905.50	276,542.50
434 Bond Retirement Fund	23,456.00	461,722.00	-	1,258,299.00	1,743,477.00	-	1,717,783.53	1,717,783.53	25,693.47
435 Urban Renewal Debt Serv	1,045,020.00	-	-	100,000.00	1,145,020.00	-	100,000.00	100,000.00	1,045,020.00
436 Central Public Utility Fund	40,000.00	-	-	50,000.00	90,000.00	-	-	-	90,000.00
437 Cleveland Rd Improv	-	-	-	100,000.00	100,000.00	-	-	-	100,000.00
535 Spec Asmnt Bond Retirement	113,558.00	-	-	318,000.00	431,558.00	-	236,498.30	236,498.30	195,059.70
612 Water Revenue Fund	2,920,785.00	-	-	9,866,093.00	12,786,878.00	3,150,481.60	7,787,624.00	10,938,105.60	1,848,772.40
613 Sewer Revenue Fund	2,775,846.00	-	-	12,637,844.00	15,413,690.00	3,447,152.50	11,634,107.50	15,081,260.00	332,430.00
701 Internal Service Fund	4,031,554.00	-	-	4,000,000.00	8,031,554.00	-	4,429,000.00	4,429,000.00	3,602,554.00
863 Trust-Expendable	369,329.00	-	-	100,000.00	469,329.00	-	144,200.00	144,200.00	325,129.00
873 Trust-Nonexpendable	247,568.00	-	-	-	247,568.00	-	2,060.00	2,060.00	245,508.00
876 Cemetery Endowment	594,018.00	-	-	40,000.00	634,018.00	51,500.00	25,750.00	77,250.00	556,768.00
880/881 Agency-Treasury	58,166.00	-	-	40,000.00	98,166.00	-	71,199.78	71,199.78	26,966.22
890-898 Agency-Non Treasury	803,232.24	-	-	-	803,232.24	-	-	-	803,232.24
<b>Total</b>	<b>21,525,786.23</b>	<b>2,424,041.00</b>	<b>400,000.00</b>	<b>79,835,966.30</b>	<b>104,185,793.53</b>	<b>24,152,387.42</b>	<b>62,882,314.36</b>	<b>87,034,701.78</b>	<b>17,151,091.75</b>

**Certified: Michelle Reeder**  
**Finance Director**  
**City of Sandusky, Erie County, Ohio**  
**Dated: 6/30/2020**

2020 Estimated Expenditures				2019 Actual Expenditures			2018 Actual Expenditures		
	Personnel Services	Other	Total	Personnel Services	Other	Total	Personnel Services	Other	Total
110 General	13,450,000.00	10,237,664.00	23,687,664.00	13,282,192.05	9,707,806.92	22,989,998.97	14,131,160.05	9,119,344.58	23,250,504.63
216 Street	845,600.00	800,500.00	1,646,100.00	879,880.16	510,748.98	1,390,629.14	788,864.98	651,879.58	1,440,744.56
217 State Highway	48,000.00	41,000.00	89,000.00	47,681.42	25,059.31	72,740.73	43,523.04	39,687.14	83,210.18
218 Public Transit	114,580.00	4,130,508.00	4,245,088.00	109,332.48	2,388,313.70	2,497,646.18	111,281.03	2,290,891.37	2,402,172.40
227 Parks & Recreation	176,850.00	391,930.00	568,780.00	330,634.72	348,510.47	679,145.19	375,806.58	288,522.38	664,328.96
236 Fire Pension	834,824.00	47,451.00	882,275.00	839,693.16	47,782.34	887,475.50	827,616.10	51,832.24	879,448.34
237 Police Pension	625,000.00	15,600.00	640,600.00	665,397.99	36,133.47	701,531.46	660,952.79	39,094.84	700,047.63
239 State Grants	-	274,800.00	274,800.00	-	282,568.88	282,568.88	-	368,058.35	368,058.35
241 Federal Grants	121,540.00	1,148,400.00	1,269,940.00	138,947.46	780,265.32	919,212.78	207,618.29	655,396.34	863,014.63
242 Indigent Driver Alcohol	-	80,000.00	80,000.00	-	46,379.37	46,379.37	-	67,182.82	67,182.82
243 Enforcement & Education	-	8,000.00	8,000.00	-	-	-	-	-	-
244 Court Computer	10,000.00	30,000.00	40,000.00	4,777.37	24,247.20	29,024.57	5,149.29	20,658.31	25,807.60
245 Indigent Telephone	-	17,000.00	17,000.00	-	17,000.00	17,000.00	-	-	-
246 Probation Service	15,000.00	40,000.00	55,000.00	9,553.89	1,224.10	10,777.99	11,002.05	1,485.66	12,487.71
247 Payroll Stabilization	610,000.00	-	610,000.00	159,197.77	-	159,197.77	68,973.51	-	68,973.51
248 Real Estate Development	-	450,000.00	450,000.00	-	235,041.08	235,041.08	-	117,294.75	117,294.75
430 Capital Improvement	-	605,000.00	605,000.00	-	600,000.00	600,000.00	-	614,994.79	614,994.79
431 Capital Projects	54,250.00	20,773,716.00	20,827,966.00	12,542.54	13,849,036.97	13,861,579.51	84,318.73	9,588,378.99	9,672,697.72
432 Tax Increment Dist	-	45,632.00	45,632.00	-	-	-	-	-	-
433 Special Assessments	358,000.00	43,850.00	401,850.00	223,166.09	168,074.96	391,241.05	248,138.11	56,682.11	304,820.22
434 Bond Retirement Fund	-	1,667,751.00	1,667,751.00	-	1,632,547.34	1,632,547.34	-	1,636,052.53	1,636,052.53
435 Urban Renewal Debt Serv	-	4,822,390.00	4,822,390.00	-	430,336.19	430,336.19	-	431,137.47	431,137.47
436 Central Public Utility Fund	-	10,000.00	10,000.00	-	-	-	-	-	-
437 Cleveland Rd Improv	-	2,250,000.00	2,250,000.00	-	-	-	-	-	-
535 Spec Asmnt Bond Retirement	-	229,610.00	229,610.00	-	257,392.18	257,392.18	-	293,832.96	293,832.96
612 Water Revenue Fund	3,058,720.00	7,560,800.00	10,619,520.00	2,946,269.65	5,393,820.50	8,340,090.15	3,040,730.74	4,742,044.39	7,782,775.13
613 Sewer Revenue Fund	3,346,750.00	11,295,250.00	14,642,000.00	3,061,371.87	9,558,723.40	12,620,095.27	3,294,494.41	7,944,358.32	11,238,852.73
701 Internal Service Fund	-	4,300,000.00	4,300,000.00	-	4,122,576.53	4,122,576.53	-	4,313,137.93	4,313,137.93
863 Trust-Expendable	-	140,000.00	140,000.00	-	53,911.78	53,911.78	-	90,399.02	90,399.02
873 Trust-Nonexpendable	-	2,000.00	2,000.00	-	-	-	-	-	-
876 Cemetery Endowment	50,000.00	25,000.00	75,000.00	45,294.30	6,681.08	51,975.38	40,649.59	4,737.03	45,386.62
380/888 Agency-Treasury	-	69,126.00	69,126.00	-	64,397.51	64,397.51	-	29,599.72	29,599.72
390-898 Agency-Non Treasury	-	-	-	-	4,434,686	4,434,686	-	4,267,947.84	4,267,948
	23,719,114.00	71,552,978.00	95,272,092.00	22,755,932.92	55,023,265.55	77,779,198.47	23,940,279.29	47,724,631.46	71,664,910.75





## DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Joshua R. Snyder, P.E., Assistant City Engineer

Date: June 23, 2020

Subject: **Commission Agenda Item – Change Order #2 and Final for the City of Sandusky Runoff Reduction through Strategic Tree Planting Project**

**ITEM FOR CONSIDERATION:** Legislation approving Change Order #2 to Barnes Nursery of Huron, Ohio for the City of Sandusky Runoff Reduction through Strategic Tree Planting Project. A deduct in the amount of \$576.75.

**BACKGROUND INFORMATION:** The City of Sandusky Runoff Reduction through Strategic Tree Planting Project planted approximately two-hundred and ninety (290) trees at strategic locations around the City. The locations this project would target are publicly owned properties that lack desirable and/or sufficient tree canopies. Because of favorable bidding prices from Barnes Nursery, the City desired maximizing the \$100,000 GLRI grant award and pairing it with our 2019-committed \$25,000, to increase the total number of trees installed from 290 to 384 trees. This scale of a project represents landmark years for tree installations in public spaces within the City. The final difference between the estimated and actual work is reflected in this Change Order.

We have met the project completion, with all tree plantings and ground restoration prior to the grant deadline of December 1, 2020.

**BUDGETARY INFORMATION:** The original contract with Barnes Nursery, including the First Change order was \$123,176.05. With this deduct, the total contractual amount spent was \$122,599.30

**ACTION REQUESTED:** It is recommended that proper legislation be prepared to award a change order deduct in the contract with Barnes Nursery Inc. of Huron, Ohio for the City of Sandusky Runoff Reduction through Strategic Tree Planting Project in the amount of \$576.75 be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to close out the completed project.

I concur with this recommendation:

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Eric Wobser  
City Manager

---

Aaron Klein, P.E.  
Director

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

CITY OF SANDUSKY, OHIO  
DEPARTMENT OF PUBLIC WORKS

Project: 2019 Runoff Reduction through Tree Strategic Tree Planting  
Construction Change Order No.: 2 & Final

Contractor: Barnes Nursery  
3511 Cleveland Rd. West  
Huron, OH 44839

CONTRACT: 2926  
ORIGINAL ORDINANCE NO. 19-124  
CO #1 ORDINANCE NO. 20-035

STREET OR LOCATON OF WORK: Various City Properties City-wide  
Order is hereby issued and accepted for the following additions to or deductions from the quantities as specified in the original contract.

LINE NO.	Common Tree Name	Scientific Tree Name (1.5" caliper)	QTY	UNIT	UNIT COST LABOR	UNIT COST MATERIAL	TOTAL UNIT COST	BID TOTAL ITEM COST	ACTUAL TOTAL ITEM COST
26		Acer-griseum	4	EA	\$ 145.00	\$ 157.50	\$ 302.50	\$ 1,210.00	\$ 1,210.00
27		Acer truncatum x platanoides 'Crimson Sunset' 2.5"	5	EA	\$ 145.00	\$ 234.25	\$ 379.25	\$ 1,896.25	\$ 1,896.25
28		Acer truncatum x platanoides 'Crimson Sunset' 1.75"	3	EA	\$ 145.00	\$ 228.50	\$ 373.50	\$ 1,120.50	\$ 1,120.50
29		Acer-saccharum 'Green Mountain'	2	EA	\$ 145.00	\$ 149.25	\$ 294.25	\$ 588.50	\$ 588.50
30		Carpinus betulus 'Fastigiata'	2	EA	\$ 145.00	\$ 152.00	\$ 297.00	\$ 594.00	\$ 594.00
31		Ginkgo biloba 'Autumn Gold'	4	EA	\$ 145.00	\$ 149.25	\$ 294.25	\$ 1,177.00	\$ 1,177.00
32		Liriodendron tulipifera	23	EA	\$ 145.00	\$ 121.00	\$ 266.00	\$ 6,118.00	\$ 6,118.00
33		Platanus acerifolia 'Bloodgood'	6	EA	\$ 145.00	\$ 146.50	\$ 291.50	\$ 1,749.00	\$ 1,749.00
34		Platanus acerifolia 'Exclamation'	4	EA	\$ 145.00	\$ 146.50	\$ 291.50	\$ 1,166.00	\$ 1,166.00
35		Quercus macrocarpa	4	EA	\$ 145.00	\$ 149.25	\$ 294.25	\$ 1,177.00	\$ 1,177.00
36		Quercus macrocarpa 'Urban Pinnacle'	3	EA	\$ 145.00	\$ 155.00	\$ 300.00	\$ 900.00	\$ 900.00
37		Quercus muehlenbergii	7	EA	\$ 145.00	\$ 149.25	\$ 294.25	\$ 2,059.75	\$ 2,059.75
38		Quercus robur x bicolor 'Regal Prince'	2	EA	\$ 145.00	\$ 160.00	\$ 305.00	\$ 610.00	\$ 610.00
39		Quercus rubra	6	EA	\$ 145.00	\$ 155.00	\$ 300.00	\$ 1,800.00	\$ 1,800.00
40		Syringa reticulata 'Ivory Silk'	12	EA	\$ 145.00	\$ 148.00	\$ 293.00	\$ 3,516.00	\$ 3,516.00
41		Taxodium distichum	1	EA	\$ 145.00	\$ 148.00	\$ 293.00	\$ 293.00	\$ 293.00
42		Tilia cordata 'Greenspire'	2	EA	\$ 145.00	\$ 139.75	\$ 284.75	\$ 569.50	\$ 569.50
43		Zelkova serrata 'Village Green'	4	EA	\$ 145.00	\$ 118.25	\$ 263.25	\$ 1,053.00	\$ 1,053.00
44	Mobilizations (94)		1	LS				\$ 7,500.00	\$ 6,923.25
			Original # of TREES	290	Total Difference			\$ 35,097.50	\$ 34,520.75
			Added # of TREES	94					
			Total # of TREES	384					

Explanation: Change order reflects fulfilling financial grant award from the USDA.

Accepted: \_\_\_\_\_  
City Engineer Date:

Accepted: \_\_\_\_\_  
CONTRACTOR

Contract Price after CO1 = \$ 123,176.05  
Current Price = \$ 122,599.30 \$ (576.75)  
% Increase = -0.47%  
Original Budget/Estimate = \$ 125,000.00  
% Increase = -1.9%

Date: 6/22/20

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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO APPROVE THE SECOND & FINAL CHANGE ORDER FOR WORK PERFORMED BY BARNES NURSERY, INC., OF HURON, OHIO, FOR THE RUNOFF REDUCTION THROUGH STRATEGIC TREE PLANTING PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the Runoff Reduction Through Strategic Tree Planting Project involved the planting of approximately 290 trees at strategic locations around the City and that targeted publicly owned properties that lack desirable and/or sufficient tree canopies and were located near the shoreline and adjacent to streams and water bodies; and

**WHEREAS**, the City Commission approved and ratified the submission of a grant application to the U.S. Forest Service for financial assistance through the 2018 Great lakes Restoration Initiative (GLRI) to support the City's Runoff Reduction Through Strategic Tree Planting Project by Resolution No. 022-18R, passed on May 29, 2018, and subsequently the City was awarded funds in the amount of \$100,000.00; and

**WHEREAS**, the City Commission declared the necessity for the City to proceed with the proposed Runoff Reduction through Strategic Tree Planting Project by Resolution No. 018-19R, passed on May 13, 2019; and

**WHEREAS**, the City Commission approved the awarding of the contract to Barnes Nursery, Inc., of Huron, Ohio, for work to be performed for the Runoff Reduction Through Strategic Tree Planting Project by Ordinance No. 19-124, passed on July 22, 2019; and

**WHEREAS**, this City Commission approved the First Change Order for the Runoff Reduction Through Strategic Tree Planting Project by Ordinance No. 20-035, passed on February 10, 2020, for the addition of 94 trees to be installed and maximize the GLRI grant award; and

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

**WHEREAS**, the revised contract with Barnes Nursery, Inc., was \$123,176.05 and with the deduction of this Second & Final Change Order in the amount of \$576.75, the final contract cost is \$122,599.30; 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 close out the completed project; and

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

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

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

Section 1. The City Manager is hereby authorized and directed to approve this Second & Final Change Order for work performed for the Runoff Reduction Through Strategic Tree Planting Project and to deduct from the contract amount the sum of Five Hundred Seventy Six and 75/100 Dollars (\$576.75) resulting in a revised contract cost of One Hundred Twenty Two Thousand Five Hundred Ninety Nine and 30/100 Dollars (\$122,599.30) with Barnes Nursery, Inc., of Huron, Ohio.

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

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

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

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

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

Passed: July 13, 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

TO

61433920375		N		MORAN FOODS LLC DBA SAVE A LOT 8084 709 W PERKINS AVE STE H SANDUSKY OH 44870
PERMIT NUMBER		TYPE		
ISSUE DATE				
01 04 2019				
FILING DATE				
C2		PERMIT CLASSES		
22	077	B	C18361	
TAX DISTRICT		RECEIPT NO.		

FROM 06/26/2020

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



MAILED 06/26/2020

RESPONSES MUST BE POSTMARKED NO LATER THAN. 07/27/2020

**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 N 6143392-0375**

(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**



## McKenzie Spriggs

---

**From:** Greg Voltz  
**Sent:** Wednesday, July 1, 2020 2:11 PM  
**To:** John Orzech; McKenzie Spriggs; Stephen Rucker  
**Cc:** Kelly Kresser; Trevor Hayberger  
**Subject:** RE: liquor permit to Save A Lot

Thank you,

This property is zoned "GB" General Business and permits this use. Planning has no objections.



**Greg Voltz | Planner**  
PLANNING DEPARTMENT  
240 Columbus Avenue | Sandusky, OH 44870  
T: 419.627.5973 |  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)



**From:** John Orzech <JOrzech@ci.sandusky.oh.us>  
**Sent:** Wednesday, July 1, 2020 12:42 PM  
**To:** McKenzie Spriggs <mspriggs@ci.sandusky.oh.us>; Stephen Rucker <srucker@ci.sandusky.oh.us>; Greg Voltz <gvoltz@ci.sandusky.oh.us>  
**Cc:** Kelly Kresser <kkresser@ci.sandusky.oh.us>; Trevor Hayberger <thayberger@ci.sandusky.oh.us>  
**Subject:** RE: liquor permit to Save A Lot

Police has no objections.



**John Orzech | Chief of Police**  
SANDUSKY POLICE DEPARTMENT  
222 Meigs Street | Sandusky, OH 44870  
T: 419.627.5869 | F: 419.627.5862  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)



**From:** McKenzie Spriggs  
**Sent:** Wednesday, July 1, 2020 12:32 PM  
**To:** Stephen Rucker <srucker@ci.sandusky.oh.us>; John Orzech <JOrzech@ci.sandusky.oh.us>; Greg Voltz <gvoltz@ci.sandusky.oh.us>



## FINANCE DEPARTMENT

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

**To:** Eric Wobser, City Manager  
**From:** Michelle Reeder, Finance Director  
**Date:** June 22, 2020  
**Subject:** Commission Agenda Item - Consulting Contract for FY 2020 with Angela Byington for Community Development Block Grant (CDBG) Administration

**Items for Consideration:** A consulting contract with Angela Byington to carry out the primary responsibilities relating to administration of Sandusky's FY20 Community Development Block Grant. Ms. Byington has been overseeing the City's grant for over 5 years and has 21 years of experience with CDBG.

**Background Information:** Sandusky is an Entitlement Community, and as such receives a direct annual allocation of funds from HUD. This is unlike smaller communities and counties, which must apply for their funds through the State and receive a lesser allocation. Historically, the City has utilized staff to administer this grant, however, due to COVID-19 and the anticipated negative impacts on the City's budget, the position who normally completes the majority of the administration was eliminated. Further, Ms. Byington is leaving employment of the City, which leaves no experienced staff to administer CDBG in the short-term.

The City's normal annual allocation for FY20 is \$743,396. In addition, the City has received \$437,328 of additional CDBG-CV funds (round 1) through the CARES Act. It is anticipated that the City will receive a second allocation of CDBG-CV funds, which will exceed \$500,000. It is imperative to be able to utilize these funds in a timely manner and contracting with Ms. Byington will be the most efficient expeditious method. It is the City's intent to incorporate these duties into a staff position in the future, with Ms. Byington assisting with training the individual and providing oversight as needed.

Below is a list of tasks that will be completed by Ms. Byington, which is not exhaustive of all tasks that could be required. These items only include tasks required to be completed before December 31, 2020.

- Overall grant and budget administration
- Completion of all environmental reviews in HUD's software, HUD Environmental Review Online System (HEROS)
- Oversight and monitoring of subrecipient contracts

- Preparation and submittal of the Consolidated Annual Performance Evaluation Report
- Completion of required reports including, but not limited to MBE/WBE, Federal Cash Transaction, Section 3 and Semi-Annual Labor report
- Prepare all drawdowns to HUD
- Complete procurement for projects as necessary
- Review all invoices for HUD compliance prior to payment
- Oversee all demolition contracts, including procurement of asbestos surveys
- Submit all additional plans, reports, modifications and budgetary adjustments in HUD's software, Integrated Disbursement and Information System (IDIS).
- Completion of a Substantial Amendment, should the City receive a second allocation of CDBG-CV Funds.

**Budgetary Information:** Ms. Byington will be paid at the rate of \$75 per hour, with a cap of 200 hours, which will set a not to exceed amount of \$15,000. The cost of this contract will be paid with CDBG administration grant dollars. This contract can be terminated at any time, by either party, with a thirty (30) day-notice to the other party.

**Action Requested:** It is requested that the proper legislation be prepared to enter into a contract with Ms. Byington and that this legislation take immediate effect in full accordance with Section 14 of the City Charter to allow the City to continue the administration of the CDBG grant and access grant funds.

I concur with this recommendation:

---

Eric L. Wobser  
City Manager

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

## CERTIFICATE OF FUNDS

In the Matter of: CDBG Contract

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.

Account # 241-4447-53000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 7/9/2020

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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR CONSULTANT SERVICES WITH ANGELA BYINGTON FOR THE ADMINISTRATION OF THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM THROUGH THE END OF CALENDAR YEAR 2020; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the City of Sandusky is an Entitlement Community eligible to receive Community Development Block Grant (CDBG) funds directly from the U.S. Department of Housing and Urban Development (HUD) annually; and

**WHEREAS**, historically, the City has utilized City staff to administer the grant, however, due to budget impacts from COVID-19 and a recently vacated position, the City has no experienced Staff to administer the CDBG program in the short-term; and

**WHEREAS**, it is imperative to be able to utilize the CDBG funds in a timely manner, and therefore, it is desirous to contract with Angela Byington for the administration of the CDBG program until a position is filled and to assist with training and oversight as necessary through the end of the 2020 calendar year; and

**WHEREAS**, Angela Byington has been overseeing the City's CDBG grant for over five (5) years and has twenty-one (21) years of experience with the CDBG program; and

**WHEREAS**, Angela Byington will be paid at the rate of \$75.00 per hour up to a maximum of \$15,000.00 and will be paid with CDBG administration grant funds; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to allow the City to continue the administration of the CDBG grant and access funds to prevent delays in the expenditure of the grant funds; and

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

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

Section 1. The City Manager is hereby authorized and directed to enter into An Agreement for Consultant Services for the administration of Community Development Block Grant (CDBG) funds through the end of calendar year 2020, 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 such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with the objectives and requirements of this Ordinance and with carrying out the City's public purposes, in an amount **not to exceed** Fifteen Thousand and 00/100 Dollars (\$15,000.00).

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

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

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

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

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

Passed: July 13, 2020



## **AGREEMENT FOR SERVICES OF CONSULTANT**

This Agreement made on and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, between the City of Sandusky, Ohio, a Municipal Corporation of the State of Ohio, located in the County of Erie, herein referred to as "City," and Angela Byington, 49626 Telegraph Road, Amherst, Ohio 44001, herein referred to as "Consultant."

In consideration of the mutual promises herein set out, the City and the Consultant agree as follows:

### **I. RECITALS**

The City desires to contract with the Consultant to provide consulting services for the administration of the City's Community Development Block Grant (CDBG) program.

This Agreement has been authorized to be executed by the Sandusky City Commission pursuant to Ordinance No. \_\_\_\_\_, passed on July 13, 2020, and effective on July 14, 2020.

### **II. SCOPE OF SERVICES / NON-ASSIGNMENT**

The Consultant agrees to perform the services as described in Exhibit "A", a copy of which is attached and specifically incorporated as if fully rewritten herein.

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

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

### **III. INDEPENDENT CONTRACTOR**

Consultant acknowledges that he or she is an independent contractor while performing the services required in the Agreement.

#### **IV. INDEMNIFICATION**

Indemnification by Consultant Generally. The Consultant shall and does agree to indemnify and hold harmless the City and its members, officers, officials, employees and representatives from and against insurable damages, losses, and expenses (including reasonable attorney's fees and other reasonable costs of defense), of any nature, kind or description, which (a) arise out of, are caused by or result from performance to the Consultant's services hereunder and (b) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to damage to or destruction of property, including the loss of use resulting therefrom, but (c) only to the extent they are caused by any negligent acts, errors or omissions of the Consultant, or anyone directly employed by the Consultant. This Subparagraph is intended to be, and shall be construed as consistent with, and not in conflict with, Section 2305.31 of the Ohio Revised Code, to the fullest extent permitted.

#### **V. CONFIDENTIALITY**

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

#### **VI. COMPENSATION**

Consultant shall be paid for the services performed at the rate of Seventy-Five and 00/100 Dollars (\$75.00) per hour for work performance in accordance with this Agreement up to an amount not to exceed Fifteen Thousand and 00/100 Dollars (\$15,000.00) without further City Commission approval.

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

**VII. TERM AND TERMINATION**

This agreement will begin July 14, 2020, and will terminate December 31, 2020. Either party may terminate this agreement by giving 30 days written notice to the other party by certified mail, return receipt requested, to Consultant at 49626 Telegraph Road, Amherst, Ohio 44001, and to the City at 240 Columbus Avenue, Sandusky, Ohio 44870, Attention: City Manager.

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

**VIII. GOVERNING LAW**

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

**IX. PROVISION OF TRAINING, EMPLOYMENT, AND BUSINESS OPPORTUNITIES**

If the work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with

the project be awarded to business concerns that are located in, or owned in substantial part by persons residing in the area of the project.

The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder before the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

**X. EQUAL EMPLOYMENT OPPORTUNITY**

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

**XI. CIVIL RIGHTS ACT**

The Consultant agrees to comply with applicable laws of Title VI of the Civil Rights Act of 1964 (Pub. L. 85-352), and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States will on the grounds of race, color,

or national origin, be excluded from participation in, be denied the benefits of or be otherwise subject to the discrimination under any program or activity for which federal assistance is provided and will immediately take any measures to achieve this assurance as applicable. The Consultant recognizes that the United States has a right to seek judicial enforcement,

**XII. INTEREST OF CITY OFFICIALS AND OTHERS**

No officer, member, or employee of the City and no members of its governing body, and no other public official of the governing body of the locality or localities in which the City is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Project will participate in any decision relating to this Agreement that affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is, directly or indirectly, interested or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds of it.

**XIII. ASSIGNABILITY**

The Consultant will not assign any interest in this Agreement, and will not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City; provided, however, that claims for money due or to become due the Consultant from the City under this Agreement may be assigned without such approval. Notice of any such assignment or transfer will be furnished promptly to the City.

**XIV. INTEREST OF CONSULTANT**

The Consultant covenants that he or she presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree

with the performance of this Agreement and no person having any such interest will be employed.

**XV. FINDINGS CONFIDENTIAL**

No reports, information, data, etc., given to or prepared or assembled by the Consultant under this Agreement will be made available to any individual or organization by the Consultant without prior approval of the City except the communication of necessary information between responsible parties who are involved with the Scope of Services, and the provision of information to the public that is normally and reasonably a part of the citizen participation responsibility under the federal grant program.

**XVI. OFFICIALS NOT TO BENEFIT**

No members of, or delegate to, the Congress of the United States of American, and no resident U.S. Commissioner, will be admitted to any share or part hereof or to any benefit to arise therefrom.

**XVII. COPYRIGHT**

No material produced in whole or in part under this Agreement will be subject to copyright in the United States or any other country. The City will have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part any reports, date or other materials prepared under this Agreement.

**XVIII. ACCESS TO BOOKS**

The City, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, will have access to any books, documents, papers and records of the Consultant that are directly pertinent to a specific grant program for making audit, examination, excerpts, and transcriptions.



**XIX. LOBBYING**

The Consultant certifies, to the best of his or her knowledge and belief, that:

- (A) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any employee of a Member of Congress in connection with the awarding of Federal Contract, grant, loan, or cooperative agreement;
- (B) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Consultant will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," according to its instructions; and
- (C) The Consultant will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants, loans, and cooperative agreements) and all subcontractors will certify and reveal accordingly.

**XX. PARTIES BOUND**

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

**XXI. ENTIRE AGREEMENT**

This Agreement sets forth the entire Agreement between the parties with regard to the subject matter of the Agreement. No other agreements, representations or

warranties have been made by either party to the other with respect to the subject matter of this Agreement.

**XXII. SEVERABILITY**

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

**XXIII. AMENDMENTS**

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

**SIGNATURE PAGE TO FOLLOW**

**WITNESSES:**

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

**CITY OF SANDUSKY:**

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

**WITNESSES:**

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

**CONSULTANT"**

\_\_\_\_\_  
Angela Byington

Approved as to Form:

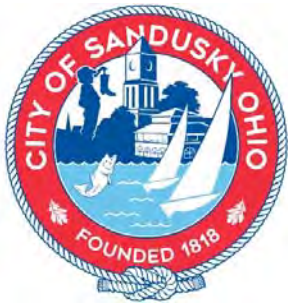
\_\_\_\_\_  
Trevor M. Hayberger (#0075112)  
Law Director  
City of Sandusky

## SCOPE OF SERVICES

<b><u>July</u></b>	<b>5 Year Consolidated Plan Amendment Submission in IDIS</b>
	<b>Close out FY19 in IDIS</b>
	<b>Fund projects in IDIS</b>
	<b>Environmental Reviews: (Begin) Subway Parking Lot, Market Grounds Parking Lot, Multiple residential demolitions, 3 separate Acquisitions, Admin, Fair Housing, Shoreline Park Improvements, Code Enforcement, Youth Programming, CV Admin, CV Public Facility Upgrades, CV Meals on Wheels, CV OHgo, CV General Food Pantry, CV Youth Programming, CV Small Business Grants.</b>
	<b>Advertise application for General Food Pantry Subrecipient</b>
	Review of Code Enforcement timesheets and area documentation
	<b>Sam.gov final registration</b>
	<b>Sam.gov checks and documents for subrecipients</b>
	Review chargebacks and supporting documentation for Code, Admin and Recreation
	Review and approve all, procurement, PO's, invoices and expenditures for CDBG
	Prepare draw in IDIS
	<b>Asbestos Survey Procurement on FY20 #1 Demo</b>
	<b>Federal Cash Transaction Report Due</b>
	<b>Review City's Small Business Grant Program for compliance</b>
-	
<b><u>August</u></b>	<b>Subrecipient Final Monitoring: Ohgo and Meals on Wheels</b>
	<b>Begin preparation of the Consolidated Annual Program Evaluation Report (CAPER)</b>
	Environmental Reviews: continue
	<b>General Food Panty contract to City Commission and execution</b>
	Review of Code Enforcement timesheets and area documentation
	Review chargebacks and supporting documentation for Code, Admin and Recreation
	Review and approve all, procurement, PO's, invoices and expenditures for CDBG
	<b>City Commission approval to bid FY20 - #1 Demo Project</b>
	<b>Begin Substantial Amendment process for 2nd round of CARES money</b>
	Prepare draw in IDIS
-	
<b><u>September</u></b>	<b>CAPER draft to be complete and notice in paper. Deadline to HUD Sept. 30</b>
	Environmental Reviews: complete
	Review of Code Enforcement timesheets and area documentation
	Review chargebacks and supporting documentation for Code, Admin and Recreation
	Review and approve all, procurement, PO's, Invoices and expenditures for CDBG
	Prepare draw in IDIS
	<b>Substantial Amendment to City Commission for Second Round of CARES funding</b>
-	<b>Submit Substantial Amendment through IDIS</b>
<b><u>October</u></b>	Review of Code Enforcement timesheets and area documentation
	Review chargebacks and supporting documentation for Code, Admin and Recreation
	Review and approve all, procurement, PO's, invoices and expenditures for CDBG

## SCOPE OF SERVICES

	Prepare draw in IDIS
	<b>FY20 - #1 Demo Project Contract Execution and Notice to Bid</b>
	<b>Federal Cash Transaction Report Due</b>
	<b>Section 3 Report Due</b>
	<b>MBE/WBE/DBA Report Due</b>
	<b>City Commission permission to enter into contract for FY20 - #1 Demo Project</b>
	<b>Semi Annual Labor Report Due</b>
-	
<b><u>November</u></b>	Review of Code Enforcement timesheets and area documentation
	Review chargebacks and supporting documentation for Code, Admin and Recreation
	Review and approve all, procurement, PO's, invoices and expenditures for CDBG
	Prepare draw in IDIS
	<b>Asbestos Survey Procurement on FY #2 Demo</b>
-	
<b><u>December</u></b>	<b>FY 21-22 Internal Budget/Activity Meeting</b>
	<b>Notice for CPAC meeting in January</b>
	Review of Code Enforcement timesheets and area documentation
	Review chargebacks and supporting documentation for Code, Admin and Recreation
	Review and approve all, procurement, PO's, Invoices and expenditures for CDBG
	<b>City Commission approval to bid FY20 #2 Demo</b>
	Prepare draw in IDIS
-	
	<i>* Bold items new monthly, un-bolded reoccurring</i>



## COMMUNITY DEVELOPMENT DEPARTMENT

240 Columbus Avenue  
Sandusky, Ohio 44870  
(419) 627-5847  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

To: Eric Wobser, City Manager

From: Matt Lasko, Chief Development Officer

Date: July 1, 2020

Subject: Commission Agenda Item – Permission to Bid CDBG FY20 – Demolition Project #1.

**Item for Consideration:** Resolution of necessity for the CDBG FY20 –Demolition Project #1, involving asbestos abatement and demolition of eight (8) properties.

**Background Information:** The eight (8) properties are vacant and blighted structures. Two (2) of the properties are or will be City owned at the time of demolition and the remaining six (6) properties are privately owned and have been issued demolition orders directly by the City or the Housing Appeals Board. Additionally, all eight (8) of the properties are residential. Asbestos surveys will be completed on the eight (8) properties. The following are the eight (8) properties:

1. 1913 Camp Street, Sandusky, OH 44870 – **city owned**
2. 1932 Putnam Street, Sandusky, OH 44870
3. 423 Fulton Street, Sandusky, OH 44870
4. 1520-22 Hayes Avenue, Sandusky, OH 44870
5. 410 Lawrence Street, Sandusky, OH 44870
6. 805 N. Depot Street, Sandusky, OH 44870
7. 2106 Parkview Boulevard, Sandusky, OH 44870 – **will be city owned**
8. 1847 Third Street, Sandusky, OH 44870 – **garage only**

The City has been aggressively addressing code and blight issues within the City. The demolition of these properties is necessary to address the blighting conditions of Sandusky's neighborhoods and to eliminate unsafe conditions.

**Budgetary Information:** The total estimated cost for this project including advertising and miscellaneous expenses will exceed \$10,000. The cost for all eight (8) of the demolitions will be paid with FY20 Community Development Block Grant Funds. A tax lien will be placed upon the properties for the costs of asbestos abatement and demolition for those properties not owned by the City.

**Action Requested:** It is requested that the proposed CDBG FY20 - Demolition Project #1 be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to bid the project, obtain competitive bids, and complete the project to continue to implement

the City's efforts towards blight elimination in the interest of the health and safety and general welfare of the citizens of Sandusky.

I concur with this recommendation:

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Eric Wobser  
City Manager

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Matt Lasko  
Chief Development Officer

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



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

**A RESOLUTION DECLARING THE NECESSITY FOR THE CITY TO PROCEED WITH THE PROPOSED CDBG FY20 DEMOLITION PROJECT #1; AND DIRECTING THE CITY MANAGER TO ADVERTISE FOR AND RECEIVE BIDS IN RELATION THERETO; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the proposed CDBG FY20 Demolition Project #1 involves asbestos abatement and demolition of eight (8) residential structures which are vacant and blighted; and

**WHEREAS**, the eight (8) residential structures were condemned and ordered for demolition by the City or the Housing Appeals Board and the privately owned properties are located at 1932 Putnam Street, 423 Fulton Street, 1520-1522 Hayes Avenue, 410 Lawrence Street, 805 N. Depot Street, and 1847 Third Street (garage only), and the City owned properties are located at 1913 Camp Street and 2106 Parkview Boulevard; and

**WHEREAS**, the total estimated cost for this project including advertising and miscellaneous expenses will exceed \$10,000.00 and these costs will be paid with FY20 Community Development Block Grant (CDBG) funds and subsequently all costs related to the demolition and asbestos abatement of the property will be charged to the owners and assessed to the property; and

**WHEREAS**, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to bid the project, obtain competitive bids, and complete the project to continue to implement the City's efforts towards blight elimination in the interest of the health and safety and general welfare of the citizens of Sandusky; and

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

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

Section 1. This City Commission approves of the proposed CDBG FY20 Demolition Project #1.

Section 2. This City Commission hereby declares it necessary to proceed with the proposed CDBG FY20 Demolition Project #1 at the earliest possible time.

Section 3. The City Manager is authorized and directed to advertise for and to receive bids in relation to the proposed CDBG FY20 Demolition Project #1 as required by law.

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

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

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

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

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

Passed: July 13, 2020



## FINANCE DEPARTMENT

240 Columbus Avenue  
Sandusky, Ohio 44870  
419.627.5776  
[www.cityofsandusky.com](http://www.cityofsandusky.com)

TO: Eric Wobser, City Manager  
FROM: Michelle Reeder, Finance Director  
DATE: June 30, 2020  
RE: Commission Agenda Item

### **ITEM FOR CONSIDERATION:**

Requesting legislation for Commission approval for issuance of \$7,770,000 in Urban Renewal Bonds, series 2019. This will include the Fiscal Officer's Certificate and an Intent to Reimburse paperwork.

### **BACKGROUND INFORMATION:**

The City issued one-year Urban Renewal Revenue notes in July of 2019 for \$4,700,000. These notes mature on July 31, 2020. We anticipate paying down \$1,400,000 on these notes and rolling these notes into a long-term bond issuance. The new Urban Renewal Bonds are for an amount not to exceed \$7,770,000, for costs associated with the Jackson Street Pier, Shoreline Drive, Feick building, Renaissance Too building and the Huntley Building.

### **BUDGETARY INFORMATION:**

The \$1,400,000 paydown of the Urban Renewal Notes will be paid from the Urban Renewal Debt Retirement fund.

### **ACTION REQUESTED:**

It is requested that the City Commission adopt the necessary legislation as an emergency measure and in accordance with Section 14 of the City Charter as immediate action is needed to close on these bonds by July 31, 2020 which is the expiration date of the current one year notes.

I concur with this recommendation:

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Eric Wobser  
City Manager

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Michelle Reeder  
Finance Director

CC: Trevor Hayberger, Law Director

## FISCAL OFFICER'S CERTIFICATE

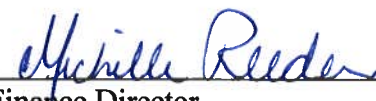
To the City Commission of the  
City of Sandusky, Ohio:

As fiscal officer of the City of Sandusky, I certify in connection with your proposed issue of urban renewal revenue bonds in the maximum aggregate principal amount of \$7,700,000 (the Bonds) to be issued pursuant to Chapter 725 of the Ohio Revised Code (the Act) for the purpose of (i) retiring the Outstanding Temporary Bonds, which were issued for the purpose of paying costs of carrying out City urban renewal project activities in the Second Urban Renewal Area in accordance with the Urban Renewal Plan and the Act, including without limitation direct and indirect costs of acquiring real property and any interests therein, preparing property for redevelopment, constructing improvements, including, without limitation, improvements to and around a pier, and related public infrastructure improvements and all necessary appurtenances, title, design, planning, engineering, consulting, professional and legal costs related thereto, and paying interest costs, to the extent permitted by the Act, and financing costs, as such term is defined in Section 133.01 of the Revised Code, related to issuing any urban renewal bonds, and (ii) paying a portion of the costs of the acquisition, construction, enlargement, improvement, or equipment of property, structures, equipment or facilities for industry, commerce, distribution, or research, and paying interest costs, to the extent permitted by the Act, and financing costs, as such term is defined in Section 133.01 of the Revised Code, related to issuing any urban renewal bonds (the "Project"), that:

1. The estimated life or period of usefulness of the Project is at least five years.
2. Pursuant to the Act, the maximum maturity of the Bonds is at least 18 years.

All defined terms not defined herein shall have those meanings ascribed to them in the related Ordinance authorizing the issuance of the Bonds.

Dated: July 9, 2020

  
\_\_\_\_\_  
Finance Director  
City of Sandusky, Ohio

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

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF URBAN RENEWAL REVENUE BONDS PURSUANT TO OHIO REVISED CODE SECTION 725.05(C), IN THE MAXIMUM PRINCIPAL AMOUNT OF \$7,700,000, FOR THE PURPOSE OF PAYING COSTS OF CITY URBAN RENEWAL PROJECT ACTIVITIES IN THE BAYFRONT URBAN REVITALIZATION AREA, WHICH SUCH URBAN RENEWAL BONDS WILL ALSO BE CONSIDERED BONDS OF THE CITY UNDER SECTION 13, ARTICLE VIII OF THE OHIO CONSTITUTION TO PAY COSTS OF PROJECTS THAT CREATE OR PRESERVE JOBS AND EMPLOYMENT OPPORTUNITIES AND IMPROVE THE ECONOMIC WELFARE OF THE CITY AND ITS RESIDENTS AND THE STATE OF OHIO; PROVIDING FOR THE PLEDGE FOR THAT PURPOSE OF CERTAIN NONTAX REVENUES; ESTABLISHING CERTAIN FUNDS OF THE CITY; APPROVING RELATED DOCUMENTS AND DECLARING AN EMERGENCY.

WHEREAS, under the provisions of Article XVIII, Section 3 of the Ohio Constitution, and the Charter and the ordinances of the City of Sandusky (the “City”), the City is authorized to and the City has determined to undertake and carry out urban renewal project activities in designated areas of the City; and

WHEREAS, pursuant to Chapter 725 of the Ohio Revised Code (the “Act”), the City has the power to issue “urban renewal bonds” to pay costs of “urban renewal project activities” as such terms are defined in the Act; and

WHEREAS, the City Commission by Ordinance No. 00-179 passed on June 12, 2000, approved the Bayfront Urban Revitalization Plan for the Bayfront Urban Revitalization Area (the “Plan Area”), which plan subsequently has been amended pursuant to authorization by the City Commission (that plan as amended, the “Urban Renewal Plan”), which constitutes an urban renewal plan within the meaning and requirements of the Act, and which Urban Renewal Plan includes undertakings and activities by the City comprising an urban renewal project for the public purpose of elimination and prevention of recurrence of blight in the Plan Area; and

WHEREAS, in furtherance of carrying out the Urban Renewal Plan, the City and Mid-States Bayfront Development LLC (the “Developer”) entered into a Development Agreement (as amended and supplemented, the “Development Agreement”) to provide for redevelopment by the Developer of certain property in the Plan Area as identified therein, being the redevelopment of the Chesapeake building (the “Property”), and the construction of certain public improvements in the Plan Area; and

WHEREAS, the City Commission by Ordinance No. 16-177, passed on October 24, 2016, approved the Second Urban Renewal Plan for the Second Urban Renewal Area, which is adjacent to the Bayfront Urban Renewal Plan Area and constitutes an urban renewal plan within the meaning and requirements of the Act, and which Second Urban Renewal Plan includes undertakings and activities by the City comprising an urban renewal project for the public purpose of elimination and prevention of recurrence of blight in the Second Urban Renewal Plan Area; and

WHEREAS, pursuant to the Act, and particularly Section 725.05(A) of the Ohio Revised Code, and Ordinance No. 19-098 passed on May 29, 2019, the City issued its \$4,700,000 Urban Renewal Temporary Bond, Series 2019, dated August 1, 2019 and maturing on July 31, 2020, in anticipation of the issuance of definitive urban renewal bonds under the Act, for the purpose of paying costs of the Project described in Section 2 (the Outstanding Temporary Bond); and

WHEREAS, pursuant to the Act, and particularly Section 725.05(C) of the Ohio Revised Code, the City has determined to issue the Bonds described in Section 3, for the purpose of refunding and retiring the Outstanding Temporary Bond at its maturity and providing additional funds for the Project described in Section 2, all of which creates or preserves jobs and employment opportunities and improves the economic welfare of the City and its residents and of the State of Ohio; and

WHEREAS, this City Commission has requested that the Finance Director, as fiscal officer, certify the estimated life or period of usefulness of the Project described in Section 2 and the estimated maximum maturity of the Bonds described in Section 2; and

WHEREAS, the Finance Director has certified that the estimated life or period of usefulness of the Project described in Section 2 is at least five years and that the maximum maturity of the Bonds is eighteen years; and

WHEREAS, an emergency exists in that, for the immediate preservation of the public peace, property, health and safety, it is necessary that this ordinance be immediately effective in

order to issue and sell the Bonds in order to enable the City to timely retire the Outstanding Temporary Bonds and thereby preserve its credit and to finance and carry out the Project in furtherance of its public purpose of elimination and prevention of recurrence or spread of conditions of blight and deterioration in the Plan Area, and to further economic development in the City, and by reason thereof, this ordinance shall take effect forthwith upon its passage,

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, that:

Section 1. Definitions and Interpretations. In addition to the words and terms elsewhere defined in this ordinance, unless the context or use clearly indicates another or different meaning or intent:

*“Authorized Denominations”* means one bond maturing no later than December 1, 2035, in the aggregate principal amount of the Bonds, with principal payable on each Principal Payment Date.

*“Bond proceedings”* means, collectively, this ordinance, the Certificate of Award and such other proceedings of the City, including the Bonds, that provide collectively for, among other things, the rights of holders and beneficial owners of the Bonds.

*“Bond Register”* means all books and records necessary for the registration, exchange and transfer of Bonds as provided in Section 5.

*“Bond Registrar”* means the Finance Director or a bank or trust company authorized to do business in the State of Ohio designated by the Finance Director in the Certificate of Award as the initial authenticating agent, bond registrar, transfer agent and paying agent for the Bonds and until appointment of a successor Bond Registrar and, thereafter, “Bond Registrar” shall mean the successor Bond Registrar.

*“Bonds”* shall have the meaning set forth in Section 2.

*“Certificate of Award”* means the certificate authorized by Section 6 to be executed by the Finance Director, setting forth and determining those terms or other matters pertaining to the Bonds and their issuance, sale and delivery as this Ordinance requires or authorizes to be set forth or determined therein.

*“Closing Date”* means the date of physical delivery of, and payment of the purchase price for, the Bonds, which date shall not be later than July 31, 2020.

*“Interest Payment Dates”* means March 1 and September 1 of each year that the Bonds are outstanding, or such other semiannual dates provided in the Certificate of Award, which Interest Payment Dates shall commence no later than March 1, 2021, as specified in the Certificate of Award.

*“Nontax Revenues”* means all money of the City that is not money raised by taxation, to the extent available for deposit in the Bond Fund as provided in this Ordinance, including, but not limited to the following: (a) grants from the United States of America and the State of Ohio; (b) payments in lieu of taxes now or hereafter authorized by State statute to the extent not pledged to pay debt charges on other City indebtedness; (c) fines and forfeitures that are deposited in the City’s General Fund; (d) fees deposited in the City’s General Fund from properly imposed licenses and permits; (e) investment earnings on the City’s General Fund and that are credited to the City’s General Fund; (f) investment earnings on other funds of the City that are credited to the City’s General Fund; (g) proceeds from the sale of assets that are deposited in the City’s General Fund; (h) rental income that is deposited in the City’s General Fund; and (i) gifts and donations.

*“Nontax Revenue Proceeds Account”* means the Nontax Revenue Proceeds Account established herein.

*“Original Purchaser”* means the purchaser of the Bonds specified in the Certificate of Award.

*“Principal Payment Dates”* means December 1 in each of the years from and including 2021 to and including 2035, or such other annual dates provided in the Certificate of Award, which Principal Payment Dates shall commence no later than September 1, 2021 and shall end no later than September 1, 2035.

The captions and headings in this ordinance are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Sections, subsections, paragraphs, subparagraphs or clauses hereof. Reference to a Section means a section of this ordinance unless otherwise indicated.

Section 2. Authorized Principal Amount and Purpose; Application of Proceeds. This City Commission determines that it is necessary and in the best interest of the City to issue definitive urban renewal revenue bonds of this City in the maximum aggregate principal amount of \$7,700,000 (the “Bonds”) to (i) retire the Outstanding Temporary Bonds, which were issued for the purpose of paying costs of carrying out City urban renewal project activities in the Second Urban Renewal Area in accordance with the Urban Renewal Plan and the Act, including without limitation direct and indirect costs of acquiring real property and any interests therein, preparing property for redevelopment, constructing improvements, including, without limitation, improvements to and around a pier, and related public infrastructure improvements and all necessary appurtenances, title, design, planning, engineering, consulting, professional and legal



costs related thereto, and paying interest costs, to the extent permitted by the Act, and financing costs, as such term is defined in Section 133.01 of the Revised Code, related to issuing any urban renewal bonds, and (ii) the acquisition, construction, enlargement, improvement, or equipment of property, structures, equipment or facilities for industry, commerce, distribution, or research, and paying interest costs, to the extent permitted by the Act, and financing costs, as such term is defined in Section 133.01 of the Revised Code, related to issuing any urban renewal bonds (the “Project”), and to pay additional costs of the Project. The City Commission hereby confirms its determination that the Project is in accordance with the Urban Renewal Plan and is a proper public purpose of the City and will improve the general welfare of the residents of the City, and that carrying out the Project is in furtherance of the purposes of the Act and is necessary to carry out for the elimination and prevention of the development or spread of blight and deterioration in furtherance of the Urban Renewal Plan, and is in furtherance of economic development of the City, and therefore will benefit the people of the City and of the State of Ohio. The Bonds shall be issued pursuant to Chapter 725 of the Ohio Revised Code, the Charter of the City, this ordinance and the Certificate of Award.

The aggregate principal amount of Bonds to be issued shall not exceed the maximum aggregate principal amount specified in this Section 2 and shall be an amount determined by the Finance Director in the Certificate of Award to be required to be issued at this time for the purpose stated in this Section 2, taking into account, among other things, the amount of Net Urban Revenue Service Payments received or to be received by the City (as defined in Section 7), the estimated costs of any additional Project to be undertaken by the City and the costs of issuance of the Bonds.

The proceeds from the sale of the Bonds received by the City shall be paid into the proper fund or funds, and those proceeds are hereby appropriated and shall be used for the purpose for which the Bonds are being issued, including without limitation, the payment of the costs of issuing and servicing the Bonds, printing and delivery of the Bonds, legal services including obtaining the approving legal opinion of bond counsel, any paying agent or bond registrar, and all other financing costs and costs incurred incidental to those purposes. Any portion of those proceeds received by the City representing premium or accrued interest shall be paid into the Debt Retirement Fund defined in Section 7 hereof. The expenditure of the amounts necessary to pay any issuance and financing costs in connection with the Bonds is authorized and approved, and the Finance Director is authorized to provide for the payment of any such amounts and costs from the proceeds

of the Bonds to the extent available and otherwise from any other funds lawfully available that are appropriated or shall be appropriated for that purpose.

Section 3. Denominations; Dating; Principal and Interest Payments. The Bonds shall be issued in one lot and only as fully registered bonds, in the Authorized Denominations, but in no case as to a particular maturity date exceeding the principal amount maturing on that date. The Bonds shall be dated as provided in the Certificate of Award.

(a) Interest Rates and Payment Dates. The Bonds shall bear the rate of interest per year (computed on the basis of a 360-day year consisting of twelve 30-day months), not to exceed 2.50% per year, as specified by the Finance Director in the Certificate of Award. Interest on the Bonds shall be payable at such rate on the Interest Payment Dates until the principal amount has been paid or provided for. The Bonds shall bear interest from the most recent date to which interest has been paid or provided for or, if no interest has been paid or provided for, from their date.

(b) Principal Payment Schedule. The Bonds shall mature on the Principal Payment Dates in principal amounts as shall be determined by the Finance Director, subject to subsection (c) of this Section, in the Certificate of Award, which determination shall be consistent with the best interest of and financial advantages to the City.

(c) Conditions for Establishment of Principal Payment Dates and Amounts. The rate of interest per year to be borne by the Bonds, as specified by the Finance Director in the Certificate of Award, and the principal amount of Bonds maturing on each Principal Payment Date, as determined by the Finance Director in the Certificate of Award, shall be such that the total principal and interest payments on the Bonds in any fiscal year in which principal is payable and there are two semi-annual interest payments is not more than three times the amount of those payments in any other fiscal year.

(d) Payment of Debt Charges. The debt charges on the Bonds shall be payable in lawful money of the United States of America without deduction for the services of the Bond Registrar as paying agent, by check or draft mailed to the person in whose name the Bond was registered, and to that person's address appearing, on the Bond Register at the close of business on the 15<sup>th</sup> day of the calendar month next preceding that Interest Payment Date.

Section 4. Execution and Authentication of Bonds; Appointment of Bond Registrar. The Bonds shall be signed by the Ex-Officio Mayor and the Finance Director, in the name of the City and in their official capacities, provided that either or both of those signatures may be a

facsimile. The Bonds shall be issued in the Authorized Denominations, shall be numbered as determined by the Finance Director in order to distinguish each Bond from any other Bond, and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to the Chapter 725 of the Ohio Revised Code, the Charter of the City, this ordinance and the Certificate of Award.

The Finance Director shall be the initial Bond Registrar unless the Finance Director designates a bank or trust company authorized to do business in the State of Ohio to act as the initial Bond Registrar in the Certificate of Award. If such a bank or trust company is so designated, the Finance Director is hereby authorized to enter into any bond registrar or paying agent agreement he determines necessary or appropriate to provide for the transfer, exchange and payment on the Bonds. The Finance Director shall provide for the payment of the services rendered and for reimbursement of expenses incurred pursuant to such agreement, except to the extent paid or reimbursed by the Original Purchaser of the Bonds, from the proceeds of the Bonds to the extent available and then from other money lawfully available and appropriated or to be appropriated for that purpose.

No Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under the Bond proceedings unless and until the certificate of authentication printed on the Bond is signed by the Bond Registrar as authenticating agent. Authentication by the Bond Registrar shall be conclusive evidence that the Bond so authenticated has been duly issued, signed and delivered under, and is entitled to the security and benefit of, the Bond proceedings. The certificate of authentication may be signed by any authorized officer or employee of the Bond Registrar or by any other person acting as an agent of the Bond Registrar and approved by the Finance Director on behalf of the City. The same person need not sign the certificate of authentication on all of the Bonds.

Section 5. Registration; Transfer and Exchange; Book Entry System.

(a) Bond Register. So long as any of the Bonds remain outstanding, the City will cause the Bond Registrar to maintain and keep the Bond Register at its designated office. Subject to the provisions of Section 3(d), the person in whose name a Bond is registered on the Bond Register shall be regarded as the absolute owner of that Bond for all purposes of the Bond proceedings. Payment of or on account of the debt charges on any Bond shall be made only to or upon the order of that person; neither the City nor the Bond Registrar shall be affected by any notice to the

contrary, but the registration may be changed as provided in this Section. All such payments shall be valid and effectual to satisfy and discharge the City's liability upon the Bond, including interest, to the extent of the amount or amounts so paid.

(b) Transfer and Exchange. Any Bond may be exchanged for Bonds of any Authorized Denomination upon presentation and surrender at the designated office of the Bond Registrar, together with a request for exchange signed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Bond Registrar. A Bond may be transferred only on the Bond Register upon presentation and surrender of the Bond at the designated office of the Bond Registrar together with an assignment signed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Bond Registrar. Upon exchange or transfer the Bond Registrar may, if requested by the owner, complete, authenticate and deliver a new Bond equal to the unmatured principal amount of the Bond surrendered and bearing interest at the same rate and maturing on the same date.

If manual signatures on behalf of the City are required, the Bond Registrar shall undertake the exchange or transfer of Bonds only after the new Bonds are signed by the authorized officers of the City. In all cases of Bonds exchanged or transferred, the City shall sign and the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of the Bond proceedings. The exchange or transfer shall be without charge to the owner, except that the City and Bond Registrar may make a charge sufficient to reimburse them for any tax or other governmental charge required to be paid with respect to the exchange or transfer. The City or the Bond Registrar may require that those charges, if any, be paid before the procedure is begun for the exchange or transfer. All Bonds issued and authenticated upon any exchange or transfer shall be valid obligations of the City, evidencing the same debt, and entitled to the same security and benefit under the Bond proceedings as the Bonds surrendered upon that exchange or transfer.

(c) Book Entry System. The Bonds may be used in book entry or other uncertified form in accordance with Section 9.96 and Chapter 725 of the Revised Code if it is determined by the Finance Director that the issuance in such form will facilitate the sale and delivery of the Bonds.

Section 6. Sale of the Bonds to the Original Purchaser. The Finance Director is authorized to sell the Bonds at private sale to the Original Purchaser at a purchase price, not less than 100% of the aggregate principal amount thereof, as shall be determined by the Finance Director in the Certificate of Award, plus accrued interest on the Bonds from their date to the

Closing Date, and shall be awarded by the Finance Director, in accordance with law and the provisions of this ordinance and in accordance with his determination of the best interests of and financial advantages to the City and its taxpayers, taking into account conditions then existing in the financial markets, with and upon such other terms as are required or authorized by this ordinance to be specified in the Certificate of Award.

The Finance Director shall sign and deliver the Certificate of Award and shall cause the Bonds to be prepared and signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Bonds, to the Original Purchaser upon payment of the purchase price.

The Finance Director is hereby authorized to enter into a bond placement and/or purchase agreement or a term sheet with the Original Purchaser of the Bonds consistent with the terms of this ordinance if he determines it is in the best interests of the City and is necessary or appropriate to provide for the sale of the Bonds. The Finance Director shall provide for any payment required for the placement or purchase of the bonds and for reimbursement of expenses incurred pursuant to such agreement or term sheet, except to the extent paid or reimbursed by the Original Purchaser of the Bonds, from the proceeds of the Bonds to the extent available and then from other money lawfully available and appropriated or to be appropriated for that purpose.

The Ex-Officio Mayor, the Finance Director, the Law Director, the Clerk of the City Commission and other City officials, as appropriate, each are authorized and directed to sign any transcript certificates, financial statements and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this ordinance.

Section 7. Debt Retirement Fund. Pursuant to Ordinance No. 13-009, the City Commission has heretofore created and ordered maintained a separate fund of the City that constitutes an urban renewal debt retirement fund within the meaning of the Act (and particularly Sections 725.03 and 725.05 of the Ohio Revised Code), which is designated the "Urban Renewal Debt Retirement Fund" (the "Debt Retirement Fund"). There shall be deposited into the Debt Retirement Fund, as and when received, (a) the Net Urban Renewal Service Payments (as defined below); (b) any proceeds of the Temporary Bonds, the Definitive Bonds or any Additional Bonds (as defined in Section 9 below) (collectively, "Urban Renewal Bonds") which remain following the payment of all costs of the project to be paid therefrom; (c) the proceeds received from the sale

of any Additional Bonds issued to refund any outstanding Urban Renewal Bonds issued under the Act; (d) any other “urban renewal service payments,” as defined in the Act, that the City determines to deposit in the Debt Retirement Fund; and (e) to the extent deposits described in (a) through (d) above are not sufficient to pay debt charges on the Bonds at any particular time, Nontax Revenues available and sufficient to pay debt charges on the Bonds shall be deposited into the Nontax Revenue Proceeds Account hereby created in the Debt Retirement Fund. As used herein, the term “Net Urban Renewal Service Payments” means “urban renewal service payments,” as defined in the Act, required to be paid with respect to the “improvements,” as defined in the Act, on the Property by the Developer and its successors and assigns to the Property or any part thereof pursuant to the Development Agreement and the Act, including, but not limited to the Chesapeake Revenues, and which are received by the City less the amount of such urban renewal service payments paid by the City to the Sandusky City School District pursuant to a Compensation Agreement entered into among the City, the Developer and the Sandusky City School District on November 24, 2004, as amended and supplemented, most recently by the Second Supplement to Compensation Agreement, dated as of February 14, 2017, all in connection with the Development Agreement.

Section 8. Security for Bonds. The Bonds shall be special obligations of the City, and the payment of debt charges thereon is secured by (i) first, a pledge of the Net Urban Renewal Service Payments on deposit in the Debt Retirement Fund and (ii) second, a pledge of, and lien on, the Nontax Revenues. The Bonds are not and shall not be secured by an obligation or pledge of any money raised by taxation. The Bonds do not and shall not represent or constitute a debt or pledge of the faith and credit or taxing power of the City, and the holder or holders thereof have and shall have no right to have taxes levied by the City for the payment of debt charges on the Bonds.

The Debt Retirement Fund is pledged to and shall be used, so long as any Urban Renewal Bonds are outstanding, solely and exclusively for the payment of debt charges on the Bonds when due as provided in this ordinance and in any ordinance authorizing the issuance of any Additional Bonds. As used herein, the term “Additional Bonds” means urban renewal bonds issued (other than the Bonds) or other obligations entered into by the City pursuant to or as described in the Act and as permitted by Section 9 payable from the Net Urban Renewal Service Payments.

The City hereby covenants and agrees that so long as any Urban Renewal Bonds are outstanding, it will deposit or cause to be deposited in the Debt Retirement Fund, Net Urban

Renewal Service Payments, to the extent received, sufficient in time and amount to pay the debt charges on any outstanding Urban Renewal Bonds, as the same become due and payable, and the City covenants and agrees that, so long as any Urban Renewal Bonds are outstanding, it will diligently and promptly proceed in good faith and use its best efforts to cause the urban renewal service payments required by the Development Agreement to be paid to the City, and that, should there be a default in the payment thereof, the City shall cooperate with the any holder of any such Urban Renewal Bonds to fully protect the rights and security of that holder and shall diligently and promptly proceed in good faith and use its best efforts to enforce the payments of the urban renewal service payments under the Development Agreement to the end that, at all times, Net Urban Renewal Service Payments shall be derived sufficient in time and amount to pay the debt charges on outstanding Urban Renewal Bonds as the same become due and payable. To the extent that Net Urban Renewal Service Payments received are not sufficient in time and amount to pay the debt charges on the Bonds, as the same become due and payable, the City covenants and agrees that it will diligently and promptly deposit Nontax Revenues in the Nontax Revenue Proceeds Account of the Debt Retirement Fund such that deposits in the Debt Retirement Fund are sufficient to pay debt charges on the Bonds.

Nothing herein shall be construed as requiring the City to use or apply to the payment of debt service charges on the Bonds any funds or revenues from any source other than Net Urban Renewal Service Payments and Nontax Revenues. Nothing herein, however, shall be deemed to prohibit the City, of its own volition, from using, to the extent that it is authorized by law to do so, any other resources for the fulfillment of any of the terms, conditions or obligations of this ordinance or of the Bonds.

An Urban Renewal Bond shall no longer be considered to be outstanding, and the pledge of the Net Urban Renewal Service Payments and Debt Retirement Fund pursuant to this ordinance shall be released with respect to such Urban Renewal Bond, if the City has placed in escrow, and pledged for the payment of debt charges on such Urban Renewal Bond, money or direct or guaranteed obligations of the United States, or a combination of those obligations, determined by an independent firm experienced in making such determinations to be sufficient, with the interest or other investment income accruing on those direct or guaranteed obligations, for the payment of debt charges on such Urban Renewal Bond. For purposes of this paragraph, "direct obligations of or obligations guaranteed as to payment by the United States" includes rights to



receive payment or portions of payments of the principal of or interest or other investment income on those obligations, and other obligations fully secured as to payment by those obligations and the interest or other investment income on those obligations.

Section 9. Additional Bonds. The City, to the extent then permitted by law and for purposes consistent with the Act, may, to the extent reasonably deemed necessary by the City to finance costs of carrying out the City's undertakings and activities necessary to eliminate blight and prevent the recurrence of blight, and after complying with the provisions of the last paragraph of this section, issue Additional Bonds, from time to time to provide for:

- (a) additional costs of the Project, or
- (b) other urban renewal project costs in accordance with the Act in the Plan Area or other urban renewal areas of the City, including those heretofore or hereafter designated by the City Commission, or
- (c) refunding any outstanding Urban Renewal Bonds, or
- (d) any combination of the purposes described in clauses (a), (b) and (c) hereof;

provided that the proceeds of any Additional Bonds shall be used by the City solely to pay permissible costs under the Act. Such Additional Bonds shall be secured by a pledge of and be payable from money in the Debt Retirement Fund on a parity with the Urban Renewal Bonds theretofore or thereafter issued and shall be dated, mature, bear interest and be secured as provided by the ordinance authorizing such Additional Bonds; provided that the Nontax Revenue Proceeds Account shall not be pledged to or used for the payment of debt charges on any Additional Bonds unless specifically authorized to do so pursuant to the ordinance authorizing such Additional Bonds.

If determined by the Finance Director to be in the best interest of and financially advantageous to the City, the Finance Director may provide in the Certificate of Award that the issuance of any Additional Bonds on a parity therewith shall be subject to a Coverage Test (as hereinafter defined). The Finance Director may provide in the Certificate of Award so long as any Urban Renewal Bonds are outstanding that before any Additional Bonds are issued, the City shall be required to furnish a certificate of the Finance Director showing that the aggregate amount of the Net Urban Renewal Service Payments deposited in the Debt Retirement Fund the fiscal year immediately preceding the issuance of those Additional Bonds is at least equal to a certain percentage (which percentage shall not be more than one hundred twenty-five percent (125%), as provided in the Certificate of Award) of the highest amount required to be paid in any succeeding

calendar year of the sum of (a) the debt charges on any then outstanding Urban Renewal Bonds and (b) the estimated debt charges on the proposed Additional Bonds; provided further that with respect to such calculation: (1) the debt charges on any Urban Renewal Bonds originally issued (including for this purpose the Additional Bonds proposed to be issued) with a maturity of one year or less shall be deemed to be equal to the product of the principal amount thereof multiplied by 0.07265 and (2) in making such calculation with respect to any Additional Bonds being issued to refund all or any portion of any outstanding Urban Renewal Bonds, the debt charges on such outstanding Urban Renewal Bonds being refunded shall not be included in that calculation (the "Coverage Test").

Junior lien or other subordinate obligations payable from the Net Urban Renewal Service Payments may be issued without limitation, unless the Finance Director determines, taking into account current market conditions and the financial advantages to the City, as set forth in the Certificate of Award, it is in the best interest of the City to include them as Additional Bonds for the Coverage Test, or to establish a separate coverage test for junior lien or other subordinate obligations that is less than the maximum percentage Coverage Test applicable to the Bonds and Additional Bonds set forth above.

Section 10. Tax Covenants. The Bonds may be designated as Tax-Exempt Obligations by the Finance Director as determined in the Certificate of Award. If the Bonds are issued as Tax Exempt Obligations, the following representations and covenants in this Section apply. The City covenants that it will use, and will restrict the use and investment of, the proceeds of the Bonds in such manner and to such extent as may be necessary so that (a) the Bonds will not (i) constitute private activity bonds, arbitrage bonds or hedge bonds under Sections 141, 148 or 149 of the Internal Revenue Code of 1986, as amended (the Code) or (ii) be treated other than as bonds to which Section 103(a) of the Code applies, and (b) the interest on the Bonds will not be an item of tax preference under Section 57 of the Code.

The City further covenants that (a) it will take or cause to be taken such actions that may be required of it for the interest on the Bonds to be and remain excluded from gross income for federal income tax purposes, and (b) it will not take or authorize to be taken any actions that would adversely affect that exclusion, and (c) it, or persons acting for it, will among other acts of compliance, (i) apply the proceeds of the Bonds to the governmental purpose of the borrowing, (ii) restrict the yield on investment property, (iii) make timely and adequate payments to the federal

government, (iv) maintain books and records and make calculations and reports, and (v) refrain from certain uses of those proceeds, and, as applicable, of property financed with such proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code.

The Finance Director as the fiscal officer, or any other officer of the City having responsibility for issuance of the Bonds is hereby authorized (a) to make or effect any election, selection, designation, choice, consent, approval, or waiver on behalf of the City with respect to the Bonds as the City is permitted to or required to make or give under the federal income tax laws, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Bonds or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments or penalties, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments, as determined by that officer, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the City, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Bonds, and (c) to give one or more appropriate certificate of the City, for inclusion in the transcript of proceedings for the Bonds, setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Bonds, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Bonds. The Finance Director is specifically authorized to designate the Bonds as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code if such designation is applicable and desirable, and to make any related necessary representations and covenants.

Each covenant made in this Section with respect to the Bonds is also made with respect to all issues any portion of the debt service on which is paid from proceeds of the Bonds (and, if different, the original issue and any refunding issues in a series of refundings), to the extent such compliance is necessary to assure exclusion of interest on the Bonds from gross income for federal income tax purposes, and the officers identified above are authorized to take actions with respect to those issues as they are authorized in this Section to take with respect to the Bonds.

Section 11. City Covenants. In addition to other covenants of the City in this ordinance, the City further covenants and agrees as follows:

- (a) The City will, solely from the sources herein provided, pay or cause to be paid the debt charges on the Bonds and any Additional Bonds on, as to the Bonds, the dates and in the manner provided herein and in the Bonds, and as to any Additional Bonds, on the dates and in the manner provided in the ordinance or ordinances authorizing issuance thereof and as provided in the Additional Bonds.
- (b) The City will at all times faithfully observe and perform all agreements, covenants, undertakings, stipulations and provisions contained in this ordinance, in the Bonds as executed and delivered, and in all proceedings of the City Commission pertaining to the Bonds. The City warrants and covenants that it is, and upon delivery of the Bonds will be, duly authorized by the Constitution and laws of the State of Ohio, including particularly and without limitation the Act, to issue the Bonds and to provide the security for payment of the debt charges in the manner and to the extent herein set forth; that all actions on its part for the issuance of the Bonds have been or will be duly and effectively taken; and that the Bonds will be valid and enforceable special obligations of the City according to the terms thereof. Each provision of this ordinance and the Bonds is binding upon such officer of the City as may from time to time have the authority under law to take such actions as may be necessary to perform all or any part of the duty required by such provision; and each duty of the City and of its officers and employees undertaken pursuant to such proceedings for the Bonds is established as a duty of the City and of each such officer and employee having authority to perform such duty, resulting from an office, trust or station within the meaning of Section 2731.01, Ohio Revised Code, providing for enforcement by writ of mandamus.
- (c) The City will not make any pledge or assignment of, or create any lien or encumbrance upon, the Debt Retirement Fund or the Net Urban Renewal Service Payments other than the pledge under this ordinance or under the ordinance or ordinances authorizing issuance of the Additional Bonds.

Section 12. Bond Counsel. This City Commission hereby retains the firm of Squire Sanders (US) LLP pursuant to an engagement letter which has been delivered to the City by that firm in order to furnish legal services in connection with the issuance of the Bonds and other matters related thereto and hereby authorizes the Finance Director to pay such fees and out-of-pocket expenses of such law firm in rendering such services as are approved by the Finance Director and the Law Director. That engagement letter, and the execution thereof by the Finance Director, the Law Director, or any one of them, is hereby authorized, ratified and approved. That engagement letter, and the execution thereof by the Finance Director, the Law Director, or any one of them, is hereby authorized, ratified and approved. In rendering those legal services, as an independent contractor and in an attorney-client relationship, that firm shall not exercise any administrative discretion on behalf of this City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, any county, municipality or other political subdivision, or of this City, or the execution of public trusts.

Section 13. Municipal Advisor. This City Commission hereby retains the firm of Sudsina & Associates, LLC in order to furnish municipal advisory services in connection with the issuance and sale of the Bonds and other matters related thereto and hereby authorizes the Finance Director to pay such fees and out-of-pocket expenses of such municipal advisory firm in rendering such services as are approved by the Finance Director and the Law Director. In rendering those municipal advisory services, as an independent contractor and in a municipal advisory relationship with the City, that firm shall not exercise any administrative discretion on behalf of this City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, any county, municipality or other political subdivision, or of this City, or the execution of public trusts.

Section 14. Delivery to County Auditor. The Clerk of the City Commission is directed to deliver a certified copy of this ordinance and the Certificate of Award to the County Auditor.

Section 15. Satisfaction of Conditions for Bond Issuance. This City Commission determines that all acts and conditions necessary to be done or performed by the City or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding special obligations of the City have been performed and have been met, or will at the time of delivery of the Bonds have been performed and have been met, in regular and due form as required by law; that the Net Urban Renewal Service Payments and Nontax Revenues which are on deposit in the Urban Renewal Debt Retirement Fund are pledged for the timely payment of the debt charges on the Bonds; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Bonds.

Section 16. Compliance with Open Meeting Requirements. 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 committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 17. Effective Date. That, for the reasons set forth in the last preamble hereto, this ordinance is hereby declared to be an emergency measure and shall take effect immediately upon its passage and due authentication by the President and the Clerk of the City Commission.

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Richard R. Brady  
President of the City Commission

ATTEST:

\_\_\_\_\_  
Kelly Kresser  
Clerk of the City Commission

Passed: \_\_\_\_\_, 2020

AN ORDINANCE AUTHORIZING DECLARATIONS OF OFFICIAL INTENT UNDER U.S. TREASURY REGULATIONS WITH RESPECT TO REIMBURSEMENTS FROM PROCEEDS OF BONDS, NOTES OR OTHER OBLIGATIONS OF TEMPORARY ADVANCES MADE FOR PAYMENTS PRIOR TO ISSUANCE, AND RELATED MATTERS, AND DECLARING AN EMERGENCY.

WHEREAS, United States Treasury Regulations §1.150-2 (the Reimbursement Regulations) prescribe conditions under which proceeds of bonds, notes or other obligations (Bonds) used to reimburse advances made for capital and certain expenditures (Original Expenditures) paid before the issuance of such Bonds will be deemed to be expended for purposes of the Internal Revenue Code of 1986, as amended (the Code), upon such reimbursement so that the proceeds so used will no longer be subject to requirements or restrictions under those sections of the Code; and

WHEREAS, certain provisions of the Reimbursement Regulations require that there be a Declaration of Official Intent not later than 60 days following payment of the Original Expenditures expected to be reimbursed from proceeds of Bonds, and that the reimbursement occur within certain prescribed time periods after an Original Expenditure is paid or after the property resulting from that Original Expenditure is placed in service; and

WHEREAS, this Commission wishes to take steps to comply with the Reimbursement Regulations;

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

Section 1. Definitions. The following definitions apply to the terms used herein:

“*Authorized Officer*” means the City Manager or the Director of Finance or any person designated for the purpose by those officers.

“*Declaration of Official Intent*” means a declaration of intent, in the form and manner and time contemplated in the Reimbursement Regulations, that the advances for Original Expenditures referred to therein are reasonably expected to be reimbursed from the proceeds of Bonds to be issued after those Original Expenditures are paid.



*“Reimbursement” or “reimburse” means the restoration to the City of money temporarily advanced from its other funds and spent for Original Expenditures before the issuance of the Bonds, evidenced in writing by an allocation on the books and records of the City that shows the use of the proceeds of the Bonds to restore the money advanced for the Original Expenditures. “Reimbursement” or “reimburse” generally does not include the refunding or retiring of Bonds previously issued and sold to, or borrowings from, unrelated entities.*

Section 2. Authorization and Requirement of Declarations of Official Intent. Each Authorized Officer is authorized (a) to prepare and sign Declarations of Official Intent in substantially the form attached as Exhibit A with respect to Original Expenditures to which the Reimbursement Regulations apply to be made from money temporarily advanced and that is reasonably expected to be reimbursed (in accordance with applicable authorizations, policies and practices) from the proceeds of Bonds, (b) to make appropriate reimbursement and timely allocations from the proceeds of the Bonds to reimburse such Original Expenditures, and (c) to take any other actions as may be appropriate, all at the times and in the manner required under the Reimbursement Regulations in order for the reimbursement to be treated as an expenditure of such proceeds for purposes of Sections 103 and 141 to 150 of the Code. No advance from any fund or account or order for payment may be made for Original Expenditures (other than expenditures excepted from such requirement under the Regulations) that are to be reimbursed subsequently from proceeds of Bonds unless a Declaration of Official Intent with respect thereto is made within the time required by the Reimbursement Regulations.

Section 3. Compliance with Open Meeting Requirements. This Commission finds and determines that all formal actions of this Commission and of any of its committees concerning and relating to the passage of this Ordinance were taken in open meetings of this Commission or of its

committees and that all deliberations of this Commission and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 4. Declaration of Emergency; Effective Date. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City, and for the further reason that this Ordinance is required to be immediately effective such that Original Expenditures to be reimbursed are immediately necessary for such preservation and the Reimbursement Regulations require timely Declaration of Official Intent in order to qualify such Original Expenditures for reimbursement from the proceeds of Reimbursement Bonds; wherefore, this Ordinance shall be in full force and effect from and immediately upon its passage.

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Richard R. Brady  
President of the City Commission

ATTEST:

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Kelly Kresser  
Clerk of the City Commission

Passed: \_\_\_\_\_, 2020

## EXHIBIT A

### DECLARATION OF OFFICIAL INTENT

#### For Reimbursement of Expenditures from Bonds/Notes

This is a Declaration of Official Intent under U.S. Treasury Regulations for purposes of Sections 103 and 141 to 150 of the Internal Revenue Code of 1986, as amended (the "Code").

1. The undersigned, on behalf of the City of Sandusky, Ohio (the "Borrower"), declares that the Borrower reasonably expects that the capital and other expenditures described in paragraph 2 (the "Project") will be reimbursed with the proceeds of "bonds" (as defined in Section 150 of the Code). The maximum principal amount of bonds expected to be issued for the Project is \$2,500,000.
2. Description of capital and other expenditures to be reimbursed.

Expenditures for (insert a general functional description of property, project, program or purpose):

(i) redevelopment, constructing improvements, including, without limitation, improvements to and around Jackson Street and Jackson Street pier, and related public infrastructure improvements and all necessary appurtenances; and (ii) various improvements to the Feick Building and Renaissance Too Building and all necessary appurtenances

The undersigned has been authorized by the Borrower to make and sign this Declaration on behalf of the Borrower.

Date of Declaration:

CITY OF SANDUSKY, OHIO

\_\_\_\_\_, 2020

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type or print Name and Title)

Caution: This Declaration of Official Intent will not be effective unless the bonds providing money for the reimbursement are issued and the reimbursement for the Project described above is made (by an allocation on the books and records identifying the expenditures as in paragraph 2 above) within the applicable period prescribed in the Treasury Regulations – generally, 18 months after the later of the date of the expenditure or the date the Project is placed in service, but in no event later than three years after the date of the expenditure.

INSTRUCTIONS  
for  
DECLARATION OF OFFICIAL INTENT  
for  
Reimbursement From Tax-Exempt Bonds/Notes

PURPOSE

The form to which these instructions pertain is intended for use under Treasury Regulations §1.150-2 (the “Reimbursement Regulations”) in order that capital and certain other expenditures paid with moneys temporarily advanced from other funds that are reasonably expected to be reimbursed from proceeds of subsequently issued notes, bonds or other obligations (“Bonds”) may qualify for such reimbursement. Failure to comply can result in the inability for federal income tax purposes to treat proceeds of the Bonds used to reimburse the expenditures as spent for arbitrage/rebate purposes. With certain exceptions for qualified “preliminary expenditures” and certain de minimis expenditures, a Declaration of Official Intent must be made not later than 60 days after payment of any expenditure expected to be reimbursed from proceeds of Bonds. Declarations of Official Intent should not be made systematically for all expenditures or in exaggerated amounts regardless of actual expectations, but only when it is realistically expected that the expenditure will be reimbursed from the proceeds of Bonds. In general only capital expenditures can be reimbursed from the proceeds of Bonds. “Capital expenditures” include (subject to any more restrictive state law) any costs related to the acquisition or construction of land or interests in real estate, buildings, structures, additions thereto, or other permanent improvements, and restoration or betterments made to increase the value of property or substantially prolong its useful life, and machinery, equipment, furniture and fixtures or other property having a useful life of at least one year or such longer period as is required by applicable state law. Costs of issuance of the Bonds are capital expenditures. Certain other expenditures also qualify for reimbursement. The Regulations do not apply to, and this form is not needed in connection with, the use of proceeds of Bonds to finance expenditures paid on or after the date of issuance of the Bonds. This form also generally is not needed in connection with the issuance of Bonds to refinance external borrowings (taxable or tax-exempt).

INSTRUCTIONS

These instructions are based on the Reimbursement Regulations currently in effect. The references are to the particular paragraphs on the form of Declaration of Official Intent.

Paragraph 1. Insert the anticipated maximum principal amount of Bonds expected to be issued for the Project. The amount should include the maximum principal amount of all Bonds to be issued for the Project (i.e., Bonds for reimbursement of prior expenditures and Bonds to finance expenditures to be paid on or after the date of issuance of the Bonds). A Project includes any property, project, or program (e.g., highway capital improvement program, hospital equipment acquisition, or school building renovation).

Paragraph 2. The general description of the capital expenditures to be reimbursed may be set forth in one of two ways – either by a functional description of the property, project or program for which the expenditures are made –

Examples – “highway capital improvement program”; “street and bridge improvements”; “hospital equipment acquisition”; “school buildings renovation”;

or by identification of the fund or account from which the money will be advanced to pay the expenditures that will be reimbursed subsequently from Bonds, and a statement of the general functional purpose of that fund or account –

Example – “parks and recreation fund, the general functional purpose of which fund or account is recreational facility capital improvement program.”

The second option concerning identification and description of the fund can be used where the fund purpose, in effect, describes the generic purpose of the project, property or program, such as a waterworks improvement for which money is advanced from the water utility capital improvement fund. If the money is to be advanced from a general purpose fund such as the general fund or a capital improvements fund that is available for any type of capital improvement, use the first option by stating the generic function of the project, property or improvement.

501(c) Organizations. If the proceeds of the Bonds will be loaned to a 501(c)(3) organization, either the 501(c)(3) organization or the issuer of the Bonds may make the Declaration with respect to expenditures of the 501(c)(3) organization that are to be reimbursed.



## DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Joshua R. Snyder, P.E.

Date: June 24, 2020

Subject: **Commission Agenda Item – Permission to Bid Shoreline Park Erosion Control Project**

**ITEM FOR CONSIDERATION:** Requesting legislation authorizing the City to accept bids for the Shoreline Park Erosion Control Project.

**BACKGROUND INFORMATION:** Shoreline Park, particularly the Westernmost “finger” is in need of shoreline protection due to years of erosion and wave-action from the bay in this area. Exposure to wave action and undertows has damaged the material behind the steel sheet piling causing erosion and a loss of backfill in many areas. The gradual erosion process was accelerated over the past couple years due to high bay levels. Most of the areas along the water’s edge are inaccessible to most pedestrians. Protecting this shoreline to prevent further erosion is a necessity along the edge of this park to safeguard this public waterfront property. This park is highly visible and frequented regularly by residents on foot, by bicycle, wheelchair and vehicle. In addition to protecting this valuable waterfront park from further damage, this improvement is designed to open up the park area for increased access, viewing and general public use, including ADA accessibility.

The work planned will take place on the Westernmost “finger” of Shoreline Park. This project will be bid and consist of shaping the subgrade stone material, capping it with a durable concrete surface and backing it with an underdrain piping system to carry away any water that would breach the top of this newly paved surface. Specifically, the work will backfill the existing sheet piling with stone material and capping it off with a concrete surface, allowing greater access to the benches and fishing areas. Said concrete pavement will be sloped and capped with large boulders to dissipate the waves that crash over land. At the very highest point of this pavement will be an ADA accessible walkway onto the concrete perimeter. The City is acquiring a temporary shoreline structure permit (SSP) and submerged land lease from ODNR to perform this work.

An environmental review will also need done prior to release of CDBG funding. If funding allows, pavement will also be replaced in the cul-de-sac area of the park, as this is deteriorated badly as well. Bidding will occur once approval is granted from ODNR and funding is secured through CDBG.

**BUDGETARY INFORMATION:** The engineer’s estimated cost of the project including engineering, inspection, advertising, construction, and miscellaneous costs is \$96,710, which is coming from the Community Development Block Grant (CDBG) Fund.

**ACTION REQUESTED:** It is recommended that the proper legislation be approved accepting bids for the Shoreline Park Erosion Control Project under suspension of the rules and in accordance with Section 14 of the City Charter in order to bid the project as quickly as allowed, to stop erosion as quickly as possible and also allowing the concrete ample time to cure before being exposed to freezing temperatures and ice.

I concur with this recommendation:

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Eric Wobser  
City Manager

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Aaron Klein, P.E.  
Director

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







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

**A RESOLUTION DECLARING THE NECESSITY FOR THE CITY TO PROCEED WITH THE PROPOSED SHORELINE PARK EROSION CONTROL PROJECT; APPROVING THE SPECIFICATIONS AND ENGINEER'S ESTIMATE OF COST THEREOF; AND DIRECTING THE CITY MANAGER TO ADVERTISE FOR AND RECEIVE BIDS IN RELATION THERETO; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, Shoreline Park, particularly the westernmost “finger”, is in need of shoreline protection due to years of erosion and wave-action from the bay which has damaged the material behind the steel sheet piling causing erosion and a loss of backfill in many areas preventing accessibility along the water’s edge to most pedestrians; and

**WHEREAS**, the proposed Shoreline Park Erosion Control Project involves safeguarding and improvements to Shoreline Park consisting of backfilling the existing sheet piling with stone material and capping it off with a durable concrete surface with an underdrain piping system to carry away any water that would breach the top of newly paved surface and will provide greater access to the benches and fishing areas and additionally the concrete pavement will be sloped and capped with large boulders to dissipate the waves that crash over land and an ADA accessible walkway onto the concrete perimeter; and

**WHEREAS**, the total estimated cost for this project, including engineering, inspection, advertising, construction, and miscellaneous costs, is \$96,710.00 and will be paid with Community Development Block Grant (CDBG) Funds; and

**WHEREAS**, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to bid the project quickly, receive competitive prices and award a contract so the project can be completed as soon as possible to prevent further erosion and also allow the concrete ample time to cure before exposure to freezing temperatures and ice; 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 **Resolution** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE

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

Section 1. The specifications and estimates of cost as prepared by the Director of Public Works and submitted to this City Commission, and which are now on file in the offices of the Director of Public Works and the Clerk of the City Commission, for the proposed Shoreline Park Erosion Control Project, be and the same hereby are approved by this City Commission.

Section 2. This City Commission hereby declares it necessary to proceed with the proposed Shoreline Park Erosion Control Project at the earliest possible time.

Section 3. The City Manager is authorized and directed to advertise for and to receive bids in relation to the proposed Shoreline Park Erosion Control Project as required by law.

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

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

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

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

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

Passed: July 13, 2020



## DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Joshua R. Snyder, P.E., Assistant City Engineering

Date: June 23, 2020

**SUBJECT:** Commission Agenda Item – Wastewater Treatment Plant Ferrous Chloride System Rehabilitation project

**ITEM FOR CONSIDERATION:** Ordinance awarding a construction contract to Mosser Construction, Inc. from Fremont, Ohio for the Wastewater Treatment Plant Ferrous Chloride System Rehabilitation Project.

**BACKGROUND INFORMATION:** The City of Sandusky owns a series of Ferrous Chloride tanks at the Wastewater Treatment Plant. Ferrous Chloride is used in the treatment process of waste water prior to the final effluent of the plant. Two of the tanks hold the corrosive chemical year-round while the third tank is used primarily as a back-up when a failure occurs. This happened first in 2013 when the rubber liner in the first tank deteriorated allowing the chemical to contact the steel shell which then began to rust. The liner was immediately replaced through ordinance 037-13R at that time, but has since deteriorated again. Unfortunately, it is outside its warranty period. The first time it was replaced, the contractor claimed that they mis-bid the project and the cost would be significantly higher in the future.

Because of this chemical's corrosive properties, the exposure and contact with the existing rubber-lined steel tanks and other metal-surfaced surroundings, many are rusted and at the end of their useful life. Staff researched other materials compatible with the chemical so we could replace the tanks rather than re-lining the existing tanks again. New tanks would be slightly more expensive and we would need to install hatches in the roof, but the return on investment is much better than replacing the liner every 5 years. Upon deciding to purchase new tanks, staff also agreed that it was more cost effective and would extend the longevity of other materials inside the building to place the tanks within secondary containment outside. Specifically, the metal tanks, piping, stairway supports, handrailings and controls have all been exposed to this chemical for years and are in need of replacement with this project. These items are to be replaced with stainless steel, fiberglass, PVC and plastic materials, where practical, to bring them up to current safety standards.

The design consultant, Brown and Caldwell has prepared construction drawings and an engineer's estimate for the replacement and upgrade for the current Ferrous Chloride tank treatment system.

The original project was approved on August 12, 2019 by Resolution 029-19R and one bid was received on September 9<sup>th</sup>, 2019. The bid exceeded the engineer's estimate by more than 10%. In accordance with Section 41 of the City Charter, "In no instance shall contracts be let either as a whole or in aggregate if bids for parts of the work are taken, which exceed the estimate of costs by more than 10%"; therefore, this bid was rejected. Since the initial bid in 2019, the City revised the scope, changed the

bidding format and extended the completion date to attract more interest. City Commission approved the re-bidding with Ordinance 015-20R, passed April 27, 2020.

The Engineer's Estimate for the construction contract was \$640,500 and the 10% limit was \$704,550. The following bids were received.

Mosser Construction Co. Fremont, OH	\$659,582.93 Awarded
ABC Piping Co. Inc. Brooklyn Heights, OH	\$759,192.00 Rejected

Mosser Construction is the low bidder, was within 10% of the engineers estimate, and has performed several projects successfully at the Wastewater Treatment plant in recent years.

**BUDGETARY INFORMATION:** The total construction cost of the project is \$659,582.93, to be paid with Sewer Funds, with a portion reimbursed by Erie County, pursuant to the Sewer Services Agreement.

**ACTION REQUESTED:** It is requested that an Ordinance be awarded for the construction contract to Mosser Construction, Inc. from Fremont, Ohio for the Wastewater Treatment Plant Ferrous Chloride System Rehabilitation Project in the amount of \$659,582.93 and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City to allow the contractor to be able to complete the project by the project completion deadline of May 31, 2021.

I concur with this recommendation:

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Eric Wobser  
City Manager

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Aaron Klein, P.E.  
Director

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

## CERTIFICATE OF FUNDS

In the Matter of: WWTP Ferrous Chloride System Rehab Project

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the City of Sandusky under the foregoing Contract have been lawfully appropriated for such purposes and are in the treasury of the City of Sandusky or are in the process of collection to an appropriate fund, free from any previous encumbrances. This certificate is given compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Account # 613-5430-55300

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



Michelle Reeder

Finance Director

Dated: 7/9/2020

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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH MOSSER CONSTRUCTION INC. OF FREMONT, OHIO, FOR THE WASTEWATER TREATMENT PLANT FERROUS CHLORIDE SYSTEM REHABILITATION PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the City owns a series of steel rubber-lined Ferrous Chloride tanks at the Wastewater Treatment Plant that are used for storing Ferrous Chloride, which is used in the treatment process of wastewater prior to the final effluent at the plant; and

**WHEREAS**, due to Ferrous Chloride's corrosive properties, the exposure and contact with the existing rubber-lined steel tanks and other metal-surfaced surroundings, many are rusted and at the end of their useful life and upon researching other materials compatible with the chemical, it was determined that although new tanks would be slightly more expensive, they would be a better return on investment than replacing the liners every five (5) years; and

**WHEREAS**, the Wastewater Treatment Plant Ferrous Chloride System Rehabilitation Project involves the replacement of the metal tanks, construction of outside secondary containment for the tanks, replacement of piping, stairway supports, handrailings and controls, which have been exposed to Ferrous Chloride for years, and to replace these items with stainless steel, fiberglass, PVC and plastic materials, where practical, to bring up to the current safety standards; and

**WHEREAS**, this City Commission authorized and directed the City Manager to enter into an agreement for Professional Design Services with Brown and Caldwell of Independence, Ohio, for the WWTP Ferric Tanks Project by Ordinance No. 18-231, passed on November 26, 2018; and

**WHEREAS**, the City Commission declared the necessity for the City to proceed with the proposed Wastewater Treatment Plant Ferrous Chloride System Rehabilitation Project by Resolution No. 029-19R, passed on August 12, 2019; and

**WHEREAS**, subsequent to advertisement according to law, one (1) bid was received which exceeded the original estimate of cost by more than 10% and pursuant to §41 of the City Charter no contract can be awarded and therefore the bid was rejected which necessitates the rebid of the Wastewater Treatment Plant Ferrous Chloride System Rehabilitation Project; and

**WHEREAS**, the project details and specifications were refined, the bid form consolidated, the estimate revised and the completion time increased in efforts to attract more bidders and this City Commission declared the necessity for the City to proceed with the revised Wastewater Treatment Plant Ferrous Chloride System Rehabilitation Project by Resolution No. 015-20R, passed on April 27, 2020; and

**WHEREAS**, upon public competitive bidding as required by law two (2) appropriate bids were received and the bid from Mosser Construction, Inc. of Fremont, Ohio, was determined to be the lowest and best bid; and



**WHEREAS**, the total construction cost of this project based on bids is \$659,582.93 and will initially be paid with Sewer Funds and a portion of the costs will be reimbursed from Erie County pursuant to the Sewer Services Agreement; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to allow the contractor to complete the project by the project completion deadline of May 31, 2021; and

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

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

Section 1. The City Manager is authorized and directed to enter into a contract with Mosser Construction, Inc. of Fremont, Ohio, for the Wastewater Treatment Plant Ferrous Chloride System Rehabilitation in an amount **not to exceed** Six Hundred Fifty Nine Thousand Five Hundred Eighty Two and 93/100 Dollars (\$659,582.93) consistent with the bid submitted by Mosser Construction, Inc. of Fremont, Ohio, currently on file in the office of the Director of Public Works.

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

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

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

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

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

Passed: July 13, 2020



## DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: June 24, 2020

**Subject: Commission Agenda Item – Purchase of Asphalt from Erie Materials, Inc.**

**ITEM FOR CONSIDERATION:** Requesting legislation authorizing the purchase of asphalt paving materials from Erie Materials for work to be performed by the Public Works, Street Division for miscellaneous in-house pavement repairs.

**BACKGROUND INFORMATION:** Each year, the City purchases cold-mix and hot-mix asphalt in bulk. Erie Materials, Inc., a division of Erie Group of Companies, is being selected again this year as the asphalt supplier for pothole patching, parking lot improvements and asphalt surface repairs in the roadways and on city-owned properties that are due to sewer construction, water construction or normal deterioration. In addition, the City will continue performing resurfacing projects in-house annually.

This year, staff plans to resurface two parking lots as approved by the CDBG annual action plan for infrastructure improvements. The first is the lot on the east side of Wayne Street between E. Market and E. Water Streets and the second is referred to as Market Grounds on the south side of Market Street between Hancock and Franklin Streets. Upon acceptance of CDBG funds from HUD, staff will begin to improve the poor conditions of these lots, which have received complaints from commissioners and users of the Downtown Business District. If money allows, staff may also perform limited asphalt repairs adjacent to the shoreline stabilization project that will be out for bid soon.

Engineering and street staff have jointly determined that Erie Materials, Gerken Paving and Riley AJ, Inc. are the only eligible providers of the materials because asphalt is temperature-sensitive and those facilities are the only asphalt plants close enough that allow city vehicles to maintain appropriate temperatures from purchase to application. Here are the 2020 material costs for those manufacturers:

	<u>Erie</u>	<u>Gerken</u>	<u>Riley</u>
ODOT 448, Type 1 (per ton)	\$62.00	\$64.00	\$62.00
ODOT 448, Type 2 (per ton)	\$54.00	\$58.00	\$55.00
301 (per ton)	\$53.00	\$56.00	\$52.00

Below is a complete cost breakdown for a one-time, one-ton purchase including material costs, fuel, vehicular wear and labor:

	Materials Type	Materials Cost	Travel Time	Labor Cost	Distance	Mileage Cost	Total
Erie Materials	448, Type 1	\$62.00	34 Minutes	\$27.80	18 Miles	\$10.44	\$100.24
	448, Type 2	\$54.00					\$92.24
	301	\$53.00					\$91.24
Riley AJ, Inc.	448, Type 1	\$62.00	62 Minutes	\$50.69	41 Miles	\$23.78	\$136.46
	448, Type 2	\$55.00					\$129.47
	301	\$52.00					\$126.47
Gerken	448, Type 1	\$64.00	34 Minutes	\$27.80	18 Miles	\$10.44	\$102.24
	448, Type 2	\$58.00					\$96.24
	301	\$56.00					\$94.24
1. Labor rate used is \$49.0576/hour. 2. Mileage reimbursement is \$0.58/mile as per federal standards.							

As calculated, there is a significant cost savings by purchasing from Erie Materials, Inc. compared to the other suppliers.

**BUDGETARY INFORMATION:** The budgeted costs for asphalt materials for 2020 as approved in the O&M budget and CDBG annual action plan are split between the various funds accordingly. Final expenditures will be based on actual repairs in the field:

Capital, via CDBG	\$ 55,448.21
Sewer Maintenance O&M	\$ 10,000.00
Water Distribution O&M	\$ 33,000.00
Street Division O&M	\$ 27,500.00
	<u>\$125,948.21</u>

A portion of the O&M budgets has already been expended to purchase maintenance materials via the temporary appropriations. Additional purchases from Erie Materials, Inc. would require additional approval from City Commission.

**ACTION REQUESTED:** It is recommended that the purchase of this material be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter to allow City crews to purchase asphalt materials as needed for repairs and improvements.

I concur with this recommendation:

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Eric Wobser  
City Manager

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

## CERTIFICATE OF FUNDS

In the Matter of: Asphalt Purchase from Erie Materials

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.

Account # 241-4447-55990, 613-5420-54000, 612-5230-54000, 216-6200-54000

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



Michelle Reeder

Finance Director

Dated: 7/9/2020

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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXPEND FUNDS TO ERIE MATERIALS, INC., OF SANDUSKY, OHIO, FOR ASPHALT AND PAVING MATERIAL TO BE SUPPLIED FOR IN-HOUSE STREET REPAIRS AND PROJECTS IN CALENDAR YEAR 2020; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the City purchases cold-mix and hot-mix asphalt in bulk for pothole patching, parking lot improvements, and asphalt surface repairs in the roadway that are due to sewer construction, water construction or normal deterioration, and for minor resurfacing projects in-house when appropriate; and

**WHEREAS**, this year, one of the projects is to resurface two (2) parking lots as approved by the Community Development Block Grant (CDBG) annual action plan for infrastructure improvement and one lot is located on the east side of Wayne Street between E. Market and E. Water Streets and the other lot is referred to as the Market Grounds located on the south side of Market Street between Hancock and Franklin Streets; and

**WHEREAS**, Erie Materials, Inc., Gerken Paving, and Riley AJ, Inc. are the only local asphalt plants that can supply this temperature-sensitive material due to their proximity to the City which allows the City vehicles to maintain appropriate temperature of material from purchase to application; and

**WHEREAS**, prices were requested from all three (3) manufacturers and based upon the total cost per ton, per trip, Erie Materials, Inc. was determined to have the lowest and best price; and

**WHEREAS**, the total estimated cost for asphalt materials for 2020 is \$125,948.21 of which \$55,448.21 will be paid with Community Development Block Grant (CDBG) Funds, \$10,000.00 from Sewer Maintenance's operating budget, \$33,000.00 from Water Distribution's operating budget, and \$27,500.00 from the Street Department's operating budget; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to allow City crews to purchase asphalt material as needed for repairs and minor projects; and

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

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

Section 1. The City Manager and/or Finance Director is authorized and directed to expend funds for asphalt and paving material to be used for in-house street repairs and minor projects in CY 2020 at an amount **not to exceed** One Hundred Twenty Five Thousand Nine Hundred Forty Eight and 21/100 Dollars (\$125,948.21) to be paid to Erie Materials, Inc., of Sandusky, Ohio.

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

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

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: July 13, 2020





## ADMINISTRATIVE SERVICES

240 Columbus Ave.  
Sandusky, Ohio 44870

To: Eric Wobser, City Manager

From: Stuart Hamilton, Michelle Reeder

Date: June 23rd, 2020

Subject: **Commission Agenda Item – Kronos HRIS**

**ITEM FOR CONSIDERATION:** Requesting legislation authorizing the City Manager to enter in agreement with Kronos SaaS, Inc. of Branchburg, NJ. for the Kronos Workforce Ready Software as a Service (SaaS) cloud based application for employee management for the Human Resource Department.

**BACKGROUND INFORMATION:** The City relies on Kronos Workforce Management System, running on an in-house server, for our time collection inside the City. This product as it stands will cease to function come January 1<sup>st</sup>, 2021 due to the end of life of Adobe Flash in a windows environment. We solicited a quote to carry out a required upgrade of our current solution, which we are required to do usually every two years, and the cost came back in at approx. \$21,000. At this price it was decided that migration to a cloud application was the most cost effective and could provide us with a full Human Resources management platform.

Currently, the Human Resources department attempts to run their department from within the Microsoft Office application suite. This is extremely time consuming, is not efficient and is prone to failing workflows and incorrect information. This offering will streamline our human capital management and ensure correctness and efficiency.

The city issued an RFP on January 2<sup>nd</sup>, 2020 after carrying out an extensive need's assessment. This RFP was directly distributed to seven HRIS providers, while being advertised through the normal channels. Three responses were received when this process closed on March 2<sup>nd</sup>, 2020. Each solution was presented to the selection committee and scored. Kronos Workforce Ready was selected and the lowest and best based upon their presentation, experience, ability, technology, usability and cost. After negotiations, the City managed to receive a large concession on the price.

The cost of this solution is based on a monthly dollar amount per employee. At our current employee count bundle price of 250, this will result in a monthly cost of \$2,637.50. There is an additional one-time fee of \$6,625 to complete the setup of this new solution. If we take in to account our bi-yearly upgrade cost of our onsite solution (\$21,000) and our yearly maintenance cost for our current solution (\$12,225) over the next three years, our NET average additional cost will be around \$7634 per year.

With this additional cost in mind, we will be gaining a centralized SaaS solution that provides for Time collection, human capital management and payroll.



## ADMINISTRATIVE SERVICES

240 Columbus Ave.  
Sandusky, Ohio 44870

**BUDGETARY INFORMATION:** The cost for this Software as a Service agreement is charged per active employee (250) monthly, with a total cost over a 36-month period of \$101,575 (setup fee included). This will be paid with funds from the I.T Department operating budget in the amount of \$50,787.50, by the Water Fund in the amount of \$25,393.75, and by the Sewer Fund in the amount of \$25,393.75.

**ACTION REQUESTED:** It is recommended that the proper legislation be prepared to enter into agreement with Kronos SaaS, Inc. of Branchburg, NJ. for the Kronos Workforce Ready Software as a Service (SaaS) cloud based application for employee management for the Human Resource Department. It is requested that this legislation take effect in full accordance with Section 14 of the City Charter, to immediately execute the agreement and expedite the project to ensure implementation and migration by the end of the year.

I concur with this recommendation:

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Eric Wobser, City Manager

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Stuart Hamilton, I.T Manager

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

## CERTIFICATE OF FUNDS

In the Matter of: Kronos Contract

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.

Account # 110-7080-53001, 612-5900-53000, 613-5900-53000

By: 

Michelle Reeder

Finance Director

Dated: 7/9/2020



Quote#: Q-50156  
Expires: 6/26/2020  
Sales Executive: Barry Madsen

**ORDER FORM**

Order Type: Quote  
Date: 6/25/2020

**Bill To Contact:**

Bill To: CITY OF SANDUSKY  
240 Columbus Ave  
SANDUSKY, OH 44870 USA

**Ship To Contact: Stu Hamilton**

Ship To: CITY OF SANDUSKY  
240 Columbus Ave  
SANDUSKY, OH 44870 USA

Ship to Phone: (419) 627-5969  
Contact: Stu Hamilton  
Email: shamilton@ci.sandusky.oh.us

Currency: USD  
Customer PO Number:  
Solution ID: 6087292  
Initial Term: 36 months  
Billing Start Date: 150 Days from Execution of  
Order Form  
Data Center Location: USA

Shipping Terms: Shipping Point  
Ship Method:  
Freight Term: Prepay & Add  
Renewal Term: 12 months  
Payment Term: Net 30 Days

**Order Notes:**

The Professional Services Engagement Overview is attached to this Order Form as a summary for the implementation services to be provided by Kronos for the Workforce Ready Setup Fees set forth on this Order Form.

This order entered into between the Customer and Kronos SaaS, Inc. is subject to the terms and conditions of the Master Agreement Reference #18221 dated March 18th, 2019 between the Lead Agency (acting as "Owner") and Kronos SaaS, Inc. (as the "Contractor"), as amended (collectively referred to as the "US Communities Agreement #18221"). The Attachment 1 is included with this Order Form. Customer agrees that additional fees may be invoiced and owed if Customer incurs fees as outlined in <https://www.kronos.com/kronos-payroll-services-miscellaneous-pricing-schedule-August2019> ("Attachment 2").

The parties agree that Customer is migrating from their existing Kronos Workforce Central perpetual software licenses (the "Existing Applications") to the Kronos Workforce Ready software as a service offering. Customer's Software Support and Cloud Hosting services, as applicable, for the Existing Applications shall continue, in accordance with Kronos Support policies, for a period of ninety (90) days from execution of this Order Form, and shall terminate thereafter, unless Customer chooses to reinstate Software Support and Cloud Hosting services, as applicable, at applicable fees. Workforce Ready Monthly Service Fees shall be invoiced at the Billing Frequency indicated on this Order Form, commencing on the Billing Start Date. As of the Billing Start Date, Kronos will credit Customer for any pre-paid but unused fees for Software Support and/or Cloud Hosting services (as applicable) for the Existing Applications. Customer may apply credits against any amounts owed to Kronos by Customer until such credit is expended. Customer shall continue to pay the Software Support and/or Cloud Hosting services fees on the Existing Applications until the Billing Start Date.

**SaaS Services**

Billing Frequency: Monthly in Arrears

Product Name	Quantity	PEPM	Monthly Price
WORKFORCE READY TIME KEEPING	250	USD 2.40	USD 600.00
WORKFORCE READY ACCRUALS	250	USD 0.40	USD 100.00
WORKFORCE READY HR	250	USD 2.40	USD 600.00
WORKFORCE READY PAYROLL	250	USD 2.40	USD 600.00
WORKFORCE READY COMPENSATION	250	USD 0.40	USD 100.00
WORKFORCE READY PERFORMANCE MANAGEMENT	250	USD 0.40	USD 100.00
WORKFORCE READY TALENT ACQUISITION	250	USD 0.40	USD 100.00
WORKFORCE READY INTEGRATION HUB	1	USD 0.00	USD 0.00
WORKFORCE READY PAYROLL SERVICES	250	USD 1.75	USD 437.50
<b>Total Price</b>			<b>USD 2,637.50</b>

**One Time Setup Fees**

Billing Frequency: Billed 100% upon signature of the order form

Item	Total Price
One Time Setup Fees	<b>USD 6,625.00</b>

**Quote Summary**

Item	Total Price
Minimum Monthly SaaS Service & Equipment Rental Fee	USD 2,637.50

Item	Total Price
Minimum Annual SaaS Service & Equipment Rental Fee	USD 31,650.00

	Total Price
Total One Time Fees	USD 6,625.00

**CITY OF SANDUSKY****Kronos SaaS, Inc.**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

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

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

Invoice amount will reflect deposit received. All professional services are billed as delivered with payment due, in accordance with the Payment Term set out in this Order Form. Unless otherwise indicated above, this order is subject to the relevant Kronos Terms and Conditions executed between the parties. THIS ORDER IS SUBJECT TO APPLICABLE TAXES. THE ACTUAL TAX AMOUNT TO BE PAID BY CUSTOMER WILL BE SHOWN ON CUSTOMER'S INVOICE. Shipping and handling charges will be reflected on the final invoice. The Monthly Price on this Order Form has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. Due to the rounding calculations, the actual price may not display as expected when displayed on your Order Form. Nonetheless, the actual price on your invoice is the true and binding total for this order for purposes of amounts owed for the term. If you are tax exempt; please provide a copy of your "Tax Exempt Certificate" with your signed quote.

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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH KRONOS SAASHR, INC. OF BRANCHBURG, NEW JERSEY, FOR THE KRONOS WORKFORCE READY CLOUD BASED APPLICATION FOR EMPLOYEE MANAGEMENT FOR USE BY THE HUMAN RESOURCES DEPARTMENT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the City currently uses Kronos Workforce Management System for time collection, which runs on an in-house service, and this system will no longer be functional after January 1, 2021, due to the end-of-life for Adobe Flash in a windows environment; and

**WHEREAS**, the City issued a Request for Proposals (RFP) on January 2, 2020, for the supply of a cloud based human resource information system in which three (3) proposals were received, evaluated and scored by a selection committee and based upon their presentation, experience, ability, technology, usability and cost, the proposal from Kronos SaaShr, Inc. of Branchburg, New Jersey, was selected as the lowest and best; and

**WHEREAS**, Kronos Workforce Ready is a Software as a Service (SaaS) full-suite human capital management cloud application solution delivering end-to-end employee lifecycle management for the entire workforce and includes the following products: Time Keeping, Accruals, HR, Payroll, Payroll Services, Compensation, Performance Management, and Talent Acquisition; and

**WHEREAS**, the cost for the Kronos Workforce Ready SaaS application is \$2,637.50 per month and based on 250 users for a period of thirty-six months (36) is \$94,986.00, plus a one-time setup fee of \$6,625.00 for a total cost of \$101,575.00 which will be paid with funds from the Information Technology Department's operating budget in the amount of \$50,787.50, Water Funds in the amount of \$25,393.75, and Sewer Funds in the amount of \$25,393.75; 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 and expedite the project to ensure implementation and migration is completed by the end of the year; and

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



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

Section 1. The City Manager is hereby authorized and directed to execute an Agreement with Kronos SaaS, Inc. of Branchburg, New Jersey, for the Kronos Workforce Ready Cloud Based Application for Employee Management for use by the Human Resource Department, substantially in the same form as reflected in Exhibit "1", a copy of which is attached to this Ordinance and specifically incorporated as if fully rewritten herein together with such revisions or additions as are approved by the Law Director as not being substantially adverse to the City and being consistent with the objectives and requirements of this Ordinance and with carrying out the City's public purposes.

Section 2. The City Manager and/or Finance Director is authorized and directed to expend funds to Kronos SaaS, Inc. of Branchburg, New Jersey, for the Kronos Workforce Ready Cloud Based Application at a cost of \$2,637.50 per month for a thirty-six (36) month period totaling \$94,950.00, plus a one-time setup fee in the amount of \$6,625.00, for a total cost **not to exceed** One Hundred One Thousand Five Hundred Seventy Five and 00/100 Dollars (\$101,575.00) pursuant to and in accordance with the Agreement.

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

Section 4. This 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: July 13, 2020



## Professional Services Engagement Overview

### Purpose and Overview of Engagement

This Professional Services Engagement Overview outlines the scope of services to be provided by Kronos for the Setup Fees indicated on the applicable Order Form, to CITY OF SANDUSKY ("Customer") related to the Core Modules, Value-add Modules, and/or Optional Services contained in the document. Our Professional Services engagements are designed to help our Customers successfully implement your Core Modules, as well as enable you to easily layer Value-add Modules and functionality over time based on your priorities, schedule, and resources.

The Kronos® Workforce Ready® (WFR) Professional Services engagement described herein is fixed price based and is subject to the terms and conditions governing your Kronos Workforce Ready – Software as a Service (the "Agreement"). Unless otherwise defined herein, words and expressions defined in the Agreement shall have the same meaning in this Professional Services Engagement Overview

### Your Workforce Ready SaaS Solution

**CITY OF SANDUSKY and Kronos are deploying the following WFR modules with 1 location(s) and 3 collective bargaining agreements(s).**

Core Modules	Employees	Deployments	Estimated Duration
WORKFORCE READY TIME KEEPING	250	1	124 Days
WORKFORCE READY ACCRUALS	250	1	
WORKFORCE READY HR	250	1	
WORKFORCE READY PAYROLL	250	1	
Value Add Modules	Employees	Deployments	Estimated Duration
Workforce Ready Talent Acquisition	250	1	30 Days
Workforce Ready Compensation	250	1	15 Days
Workforce Ready Performance Management	250	1	30 Days

### CITY OF SANDUSKY and Kronos Collaboration

A successful Professional Services Engagement will require close collaboration between CITY OF SANDUSKY and Kronos. The Kronos Professional Services team is equipped to help keep you on target for meeting project milestones and requirements, as well as to assist you in configuring and deploying the Kronos Workforce Ready solution that meets your organization's specific requirements. Your organizations participation and commitment to the project goals and timeline are critical to help ensure success. Please see the Kronos Workforce Ready Professional Services Engagement Guidelines at

<https://www.kronos.com/kronos-workforce-ready-implementation-guidelines> to review both parties' responsibilities

The Estimated Duration stated above is an estimate based upon our experience with our customers and products. Depending upon the preparation and engagement of your organization, there may be opportunity to accelerate the completion of this engagement. However, the Estimated Duration may be exceeded based on the level of preparedness, bandwidth, and skill level of your available resources. Other examples that may extend the Estimated Duration include: separate deployments of the solution, having a unionized workforce, and policies that vary across employee groups.

### Core Functionality Deliverables

Working in close collaboration, CITY OF SANDUSKY and Kronos will deploy the following core modules and functionality in 124 estimated days from project kick-off:

WFR Core	Kronos Delivered Value
<b>Time Keeping Module</b>	<p>WFR Time Keeping deployment gets you started with the ability to accept punches and pay employees accurately through these core components:</p> <ul style="list-style-type: none"> <li>• Total Cost Centers</li> <li>• Profiles <ul style="list-style-type: none"> <li>• Timesheet</li> <li>• Time Off Request</li> <li>• Pay Calculations</li> <li>• Pay Prep</li> <li>• Accruals</li> <li>• Security</li> <li>• Points</li> </ul> </li> <li>• Tables <ul style="list-style-type: none"> <li>• Rate</li> <li>• Holiday</li> </ul> </li> <li>• Manager Levels</li> <li>• Employee Perspective Scorecards</li> </ul>

	<ul style="list-style-type: none"> <li>• Workflows <ul style="list-style-type: none"> <li>• Time Off Requests</li> <li>• Timesheet Change Requests</li> </ul> </li> <li>• Schedules <ul style="list-style-type: none"> <li>• Daily Rules</li> <li>• Work Schedule Profiles</li> </ul> </li> <li>• Pay Periods</li> <li>• Counters</li> <li>• Time Off Categories</li> <li>• Reports <ul style="list-style-type: none"> <li>• Standard TLM Pre-Configured (61)</li> <li>• Custom up to 5</li> </ul> </li> <li>• Timekeeping Admin Training</li> </ul>
<b>Accruals Module</b>	<p>WFR Accruals module adds comprehensive accrual administration to Workforce Ready Time Keeper by automatically enforcing your timeoff policies through:</p> <ul style="list-style-type: none"> <li>• Consistent enforcement of policy</li> <li>• Configurable calculation methods &amp; grants</li> <li>• Time-Off routing &amp; approval workflow(requires TLM)</li> <li>• Time-Off requests at data collection devices</li> <li>• Automatic updates to schedule &amp; timecard (requires TLM)</li> <li>• Visibility to projected balances</li> <li>• Automatic balance reduction (requires TLM or PR)</li> <li>• View time-off calendars for groups</li> <li>• Mobile access</li> <li>• One-Time data load using customer-supplied data for current year in a standard Kronos-supplied format</li> <li>• WFR accruals requires WFR Timekeeper</li> </ul>
<b>HR Module core functionality</b>	<p>WFR HR <i>core functionality</i> deployment gets you started by establishing HR as the system of record for employees, one of the most important foundational components, through:</p> <ul style="list-style-type: none"> <li>• Core employee demographics</li> <li>• Onboarding</li> <li>• Checklists <ul style="list-style-type: none"> <li>• Up to 10 included</li> </ul> </li> <li>• Personnel management</li> <li>• Benefits administration</li> <li>• Open enrollment / life event</li> <li>• Work Flows <ul style="list-style-type: none"> <li>• Up to 10 included</li> </ul> </li> <li>• HR documents &amp; forms <ul style="list-style-type: none"> <li>• Up to 10 custom forms</li> </ul> </li> <li>• Incident tracking</li> <li>• Certification / Credential</li> <li>• Asset management</li> <li>• Compliance reporting</li> <li>• Standard reporting</li> <li>• One-Time data load using customer-supplied data for current year in a standard Kronos-supplied format</li> <li>• Interface bundle using customer supplied data in standard file formats</li> <li>• HR Admin Training</li> </ul>
<b>Payroll Module &amp; Tax Filing</b>	<p>WFR Payroll deployment gets you started with the end-to-end payroll process with the ability to calculate gross-to-net, pay employees, make adjustments and perform tax filing (if purchased) through:</p> <ul style="list-style-type: none"> <li>• Pay Period Profiles</li> <li>• Parallel Payroll Tests</li> <li>• Company Tax Setup (Jurisdictions)</li> <li>• Custom Exports/Reports</li> <li>• Company Deduction Types</li> <li>• Company Earning Types</li> <li>• Configure Default Banks</li> <li>• Workers Comp Types</li> <li>• Payroll History up to 4 Quarter of Current Year</li> <li>• Tax Filing Options ONLY - BSI, ADP, Ceridian, KPS</li> <li>• All Payroll Configurations Include: <ul style="list-style-type: none"> <li>• Standard Dashboard Widgets</li> <li>• Global Payroll Settings</li> <li>• Standard Notifications</li> <li>• GL Set Up</li> <li>• In-house manual check printing</li> <li>• Employee Imports</li> </ul> </li> <li>• Vendor Payments (ACH/Check)</li> <li>• Payroll Admin training</li> </ul>

#### Value-Add Functionality Deliverables

Once your core functionality is deployed, Kronos will work in close collaboration with CITY OF SANDUSKY to deploy the following Value-Add modules and/or functionality over time in short, agile deployments aligned with your priorities, schedule, and resources:

Value-Add	Kronos Delivered Value
<b>Compensation Manager Module</b>	<p>WFR Compensation Manager automates the entire compensation management process from defining programs and guidelines through budgeting and modeling to routing proposals for approval through:</p> <ul style="list-style-type: none"> <li>• Configurable compensation cycles</li> <li>• Tie compensation to performance outcomes</li> <li>• Import/export Excel-based compensation proposals</li> <li>• Routing &amp; approval workflows</li> <li>• Complete compensation process visibility</li> <li>• Budget vs. proposed comparison</li> <li>• Compensation Manager requires WFR HR</li> </ul>
<b>Performance Management</b>	<p>WFR PM provides performance management process from defining programs and guidelines through budgeting and modeling to routing proposals for approval through:</p> <ul style="list-style-type: none"> <li>• Configure Performance reviews <ul style="list-style-type: none"> <li>• Up to 5 rating scales</li> <li>• Up to 10 competence/core values</li> </ul> </li> <li>• Routing &amp; approval workflows <ul style="list-style-type: none"> <li>• Up to 10 included</li> </ul> </li> <li>• Configure review profiles <ul style="list-style-type: none"> <li>• Up to 5 profiles</li> </ul> </li> <li>• *WFR PM requires WFR HR</li> </ul>
<b>Talent Acquisition</b>	<p>WFR TA provides proactive administration of your Recruitment strategy across the Workforce Ready solution through:</p> <ul style="list-style-type: none"> <li>• Applicant Configuration</li> <li>• Job Requisitions</li> <li>• Work Flow <ul style="list-style-type: none"> <li>• Up to 5 included</li> </ul> </li> <li>• Applicant Administration</li> <li>• Checklists <ul style="list-style-type: none"> <li>• Up to 5 included</li> </ul> </li> <li>• Tracking/recruitment custom forms <ul style="list-style-type: none"> <li>• Up to 5 custom forms</li> </ul> </li> <li>• Talent tracking – training, skills, certifications</li> <li>• Communication and Notification templates <ul style="list-style-type: none"> <li>• Up to 5 included</li> </ul> </li> <li>• Standard reporting</li> <li>• *WFR TA requires WFR HR</li> </ul>
<b>Integration Hub</b>	<p>WFR Integration Hub enables data to flow between WFR and 3rd party applications and/or vendors. If the 3rd party application and/or vendor does not accept the standard Workforce Ready formatting and/or methods for automated delivery, a formatted file will be delivered instead. The customer is responsible for providing import files to Kronos in the standard Workforce Ready format and utilizing the standard Workforce Ready delivery method. Kronos will deliver a standard bundle of up to 5 interfaces. Each direction (To/From) any 3rd party system and Kronos is considered a separate interface. Interfaces will be accomplished via standard file Exchange. Customer will work with Kronos and 3rd party vendors to facilitate design and testing. The Method of the file exchange will be determined by Kronos WFR Professional Services Delivery Team. Kronos will provide standard Import/Export files using Integration Hub. Customer will work with the 3rd parties and Kronos to provide the data in the Kronos format for imports. Kronos will create a report from standard Workforce ready fields in the 3rd party format to send to the 3rd party system. Non-standard and custom or bi/multi-directional integrations/interfaces are not included in this project.</p> <ul style="list-style-type: none"> <li>• Timekeeping Interface bundle using customer-supplied data in standard file formats <ul style="list-style-type: none"> <li>• Work schedule import from unlimited 3rd party scheduler systems in Kronos file format</li> </ul> </li> <li>• Accruals Interface bundle using customer-supplied data in standard file formats</li> <li>• HR Interface bundle using customer supplied data in standard file formats <ul style="list-style-type: none"> <li>• benefit enrollment exports</li> <li>• employee deduction election imports</li> <li>• employee demographic exports</li> </ul> </li> <li>• Payroll Interface bundle using customer supplied data in standard file formats <ul style="list-style-type: none"> <li>• ACH payroll employee direct deposit file exports</li> <li>• ACH payroll payment for vendors (e.g. 401k, HSA, garnishments, etc.)</li> <li>• payroll employee withholding amount exports</li> <li>• Pension enrollment export (e.g. 401k)</li> <li>• Pension census export (e.g. 401k)</li> <li>• New hire reporting export</li> <li>• Positive pay export</li> <li>• Payroll journal export to G/L, 1 acct structure</li> <li>• Tax payment &amp; filing Interface</li> </ul> </li> </ul>

## Online Training and Support Tools

The **My Learning** area within Workforce Ready provides immediate access to online, role-based education content and support tools that provide step-by-step training on solution features and functions to drive proficiency and user adoption. Your managers and employees can gain proficiency and boost productivity by taking full advantage of:

- **Three-minute simulations:** Quick demonstrations of common tasks provide effective training or skills reinforcement
- **Job aids:** Handy, printable reference sheets with step-by-step instructions for performing common tasks supplement and support employee training to drive high user adoption and productivity
- **Sandboxes with exercises:** Available for Administrators, these tools let users practice performing tasks from an exercises document in a training database.

Please see Workforce Ready Customer Training Options for more information on training roles and available content.

## Assumptions

Kronos has used the following assumptions and dependencies in preparing this Professional Services Engagement Overview:

- All services will be delivered remotely, unless otherwise stated. The project kick-off date will be determined based on complexity of the implementation and resource availability, and may start up to 30 days after a Workforce Ready Order Form is executed by the Customer.
- Prior to the start of the project, the Customer will confirm in writing the business and technical requirements of the project.
- Kronos will communicate with Customer's Project Manager, the appointed Point of Contact for Customer on this project. He/she will be responsible for all communications and project management among all Customer parties (staff, vendors, consultants) and for the escalation and resolution of any issues for Customer. Customer is responsible for all hardware, software, and services provided by other consultants or third party vendors that may also be involved with the project.
- Kronos will not be responsible for troubleshooting the Customer's environment such as their operating system, hardware resources, or database schema.
- Kronos will not be responsible for troubleshooting applications or hardware not provided by Kronos.
- Change Orders are subject to scope review and may impact the project timeline or cost. If additional work beyond the initial scope of this Professional Services Engagement Overview is required as a result of a Change Order, the Customer may be charged.

## Change Orders

Requests for change to this Professional Services Engagement Overview or the project it covers must be submitted to your Kronos Sales Executive and Kronos Workforce Ready Consultant in writing.

Any of the following items will be considered Out of Scope and require a Change Order:

- Material changes in the Scope or effort
- Material changes in the number or type of Deliverables to meet the defined scope of effort
- Changes to the project resource requirements
- Changes to scheduled dates after acceptance of the Project Plan
- Kronos will not be responsible for troubleshooting applications or hardware not provided by Kronos.
- Change Orders are subject to scope review and may impact the project timeline or cost. If additional work beyond the initial scope of this Professional Services Engagement Overview is required as a result of a Change Order, the Customer may be charged.

Kronos will estimate the time and fixed cost needed to implement the change and the impact it may have on the delivery of project covered under this Professional Services Engagement Overview. Kronos will perform the requested work once the Change Order has been completed and signed by the Customer.

## Completion Criteria

The project covered under this Professional Services Engagement Overview will be considered complete when any one of the following completion criteria is met. Once one of these is met, no further work will be completed. If additional work is required, a Change Order or new Professional Services Engagement Overview must be generated.

Completion Criteria:

- The Customer has approved in writing
- The System has been put into use within a production environment for 14 calendar days
- More than twelve (12) months has passed since the date of signature of the Workforce Ready Order Form

The Customer may provide approval in writing via email or an alternative agreed upon method.

## Attachment 1

### Covered Entities

Company Name	FEIN	Address	City	State	Zip