



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

| | |
|------------------------|--|
| INVOCATION | Dick Brady |
| 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 | August 10, 2020 |
| AUDIENCE PARTICIPATION | |
| COMMUNICATIONS | Motion to accept all communications submitted below |
| CURRENT BUSINESS | |

CONSENT AGENDA ITEMS

ITEM A – Submitted by Debi Eversole, Housing Development Specialist

ACQUISITION OF ONE PARCEL THROUGH LAND BANK PROGRAM

Budgetary Information: There will be minimal to no expense to the city to accept this lot. It has been requested that the property owner show clear title at their expense. Following demolition, the city will maintain the vacant lot and market it to interested parties.

RESOLUTION NO. _____: It is requested a resolution be passed approving and accepting certain real property identified as Parcel No. 59-00829.000, located at 423 Fulton Street, Sandusky, as a gift of deed for acquisition into the Land Reutilization Program; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the city charter.

ITEM B – Submitted by Debi Eversole, Housing Development Specialist

PURCHASE AND SALE OF 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 \$83.00 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. 58-02093.000, located at 1516 Camp 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.

ITEM C – Submitted by Stuart Hamilton, IT Manager

CHANGE ORDER FOR TIME EXTENSION, CITY OWNED FIBER EXTENSION TO THE AMTRAK STATION FOR TRANSIT OPERATIONS PROJECT

Budgetary Information: There is no cost associated with this change order.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the city manager to approve the first change order for work being performed by Ohio Telecom, Inc. of Port Clinton, Ohio, for the city owned fiber extension to the Amtrak Station for transit operations; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

REGULAR AGENDA ITEMS

ITEM #1 – Submitted by Michelle Reeder, Director of Finance

ISSUANCE AND SALE OF UP TO \$8,070,000 IN VARIOUS PURPOSE IMPROVEMENT NOTES

Budgetary Information: This various purpose note sale includes renewal of the 2019 Series Various Purpose Notes of \$4,100,000 that will mature on October 2, 2020. We will retire \$300,000 of the 2019 Note Issuance:

- \$900,000 (retire \$100,000) for Bay Front Urban Revitalization
- \$575,000 (retire \$25,000) for the Fire Department Ladder Truck
- \$100,000 (retire \$50,000) for the Street Department Salt Trucks
- \$375,000 (retire \$25,000) for the City Hall Relocation Project
- \$1,850,000 for the design of The Landing Project
- \$0 (retire \$100,000) for Venice Road Grade Separation

The additional amounts for the 2020 Series Various Purpose note include:

- \$780,000 Jackson Street Pier- Owen Sound Agreement
- \$1,350,000 Jackson Street Pier- Mylander Trust
- \$240,000 Sandusky Bay Pathway- Wightman Wieber Foundation
- \$1,900,000 Pathway Design

a. MOTION TO ACCEPT THE FISCAL OFFICER’S CERTIFICATE

ORDINANCE NO. _____: It is requested an ordinance be passed providing for the issuance and sale of \$3,800,000 Notes, in anticipation of the issuance of bonds, for the purpose of: (1) Revitalizing the bayfront urban revitalization area by acquiring, clearing and improving certain properties in that area, undertaking the environmental clean-up and remediation of certain properties in that area, constructing road improvements and related utility and infrastructure improvements in that area, and otherwise improving that area; (2) Acquiring a ladder truck for the fire department; (3) Acquiring salt trucks for the street department; (4) Paying the costs of various improvements for “The Landing” as more further described and approved in Ordinance No. 18-127; and (5) Paying costs associated with the relocation of City Hall; including but not limited to, those projects approved by Ordinance No. 18-119, 18-128, and 18-129 and Resolution Number 025-18R; and declaring an emergency.

b. MOTION TO ACCEPT THE FISCAL OFFICER’S CERTIFICATE

ORDINANCE NO. _____: It is requested an ordinance be passed providing for the issuance and sale of notes in an aggregate principal amount not to exceed \$2,130,000, in anticipation of the issuance of bonds, for the purpose of paying costs of various improvements to the Jackson Street Pier, and declaring an emergency.

c. MOTION TO ACCEPT THE FISCAL OFFICER’S CERTIFICATE

ORDINANCE NO. _____: It is requested an ordinance be passed providing for the issuance and sale of notes in an aggregate principal amount not to exceed \$2,140,000, in anticipation of the issuance of bonds, for the purpose of paying costs of various improvements to the Sandusky Bay Pathway, and declaring an emergency.

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

PURCHASE AND SALE AGREEMENT FOR THE PROPERTY LOCATED AT 2132 PARKVIEW BOULEVARD

Budgetary Information: The City will be responsible for paying \$45,000 (plus closing costs) for the purchase of the property located at 2132 Parkview Boulevard. The source of funding is Community Development Block Grant funding.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the city manager to enter into a purchase and sale agreement for the purchase of real property located at 2132 Parkview Boulevard, Sandusky, and identified as parcel No. 58-00328.000 for the purpose of blight elimination and demolition; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

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

CONSENT AGREEMENT TO ASSIGNMENT RELATED TO THE LEASED PROPERTY COMMONLY KNOWN AS BATTERY PARK AND BATTERY PARK MARINA

Budgetary Information: There is no budgetary impact with this legislation. All underlying terms, conditions, liabilities, etc. of the original lease agreement entered into in 1985 remain in full force and effect.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the city manager to execute the consent agreement to assignment relating to the Battery Park and Battery Park Marina Property; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

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

LEASE AGREEMENT WITH OWEN SOUND TRANSPORTATION COMPANY FOR TRANSPORTATION SERVICES AT THE JACKSON STREET PIER

Budgetary Information: The City shall receive a total of \$800,000.00 during the initial term of the Lease Agreement. \$114,285.71 will be paid in Years 1-4 while Years 5-7 will yield \$114,285.72 annually. All revenues are to be deposited into the Capital Fund during the initial term. Lease payments made during the renewal terms are to be deposited into the General Fund.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the city manager to enter into a lease agreement with Owen Sound Transportation Company, limited, for the utilization of dockage space at the Jackson Street Pier; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

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

CHANGE ORDER #2 WITH DONLEY, INC. FOR THE JACKSON STREET PIER REHABILITATION PROJECT

Budgetary Information: The original contract with Donley’s, per Ordinance No. 18-193 was \$7,865,993.00. Change Order #1 increased the total contract amount to \$8,044,686.00. The additional \$279,500 requested as Change Order #2 will increase the contract to \$8,324,186.00, The below information shows the current costs, updated costs and proposed funding sources.

| Funding Source | CO #1 Contract | CO #2 | Updated Contract |
|---------------------------------|-------------------|---------------|---------------------|
| OWDA, Sewer Fund, Storm* | \$ 349,542 | | \$ 349,542.00 |
| OWDA, Water Fund* | \$ 476,580 | | \$ 476,580.00 |
| OWDA, Sewer Fund, Sanitary* | \$ 166,585 | | \$ 166,585.00 |
| CDBG (Revolving Loan Fund) | \$ 210,157 | | \$ 210,157.00 |
| Capital Fund (Chesapeake TIF) | \$4,361,129 | | \$4,361,129.00 |
| State of Ohio* | \$ 70,000 | | \$ 70,000.00 |
| Private Donation (Hogrefe) | \$ 50,000 | | \$ 50,000.00 |
| Private Donation (Civista) | \$ 150,000 | | \$ 150,000.00 |
| Private Donation (LESI) | \$ 25,000 | | \$ 25,000.00 |
| Private Donation (Mylander) | \$1,350,000 | | \$1,350,000.00 |
| Private Donation (Mylander) | \$ 157,000 | | \$ 157,000.00 |
| Private (Owen Sound) | \$ 500,000 | \$ 279,500.00 | \$ 779,500.00 |
| Programming/Marketing (Issue 8) | \$ 148,693 | | \$ 148,693.00 |
| Private (Joe Lamb) | \$ 15,000 | | \$ 15,000.00 |
| EDIC Appropriation* | \$ 15,000 | | \$ 15,000.00 |
| Total | \$8,044,686 | \$ 279,500.00 | \$8,324,186.00 |

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the city manager to approve the second change order for work performed by Donley’s Inc. of Cleveland, Ohio, for the Jackson Street Pier Rehabilitation Project in the amount of \$279,500.00; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

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

FIVE YEAR LEASE AGREEMENT WITH TOWER OPTICAL COMPANY, INC. FOR BINOCULAR INSTALLATION

Budgetary Information: There is no cost to the City to enter into this agreement. In fact, the Sandusky Fire Department will collect the coins from the viewers on a regularly basis for Tower Optical and retain 40% of the revenue for the Sandusky Firefighters Charity Fund. Also, Tower Optical will pay an annual fee of \$100.00 plus 5% of all revenues attributable to the viewers.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the city manager to enter into a binocular agreement with the Tower Optical Company, Inc. of South Norwalk, Connecticut, for coin operated viewers at the Jackson Street Pier, and Shoreline Park; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #7 – Submitted by Jane Cullen, Project Engineer

PERMISSION TO BID JAYCEE PARK CONNECTOR TRAIL PROJECT

Budgetary Information: The estimated construction cost of \$140,000.00 will be funded with the Capital Fund (Sandusky Neighborhood Initiative). The Randolph J. & Estelle M. Dorn Foundation has provided the funding for this project through the Sandusky Neighborhood Initiative funds.

RESOLUTION NO. _____: It is requested a resolution be passed declaring the necessity for the city to proceed with the proposed Jaycee Park Connector Trail 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 #8 – Submitted by Josh Snyder, Assistant City Engineer

PERMISSION TO BID 2020 E. MARKET STREET SHARED DRIVEWAY CONSTRUCTION PROJECT

Budgetary Information: The estimated cost of the project including engineering, inspection, advertising, construction and miscellaneous costs, is \$33,415.29. The full project will be paid from the Real Estate Development Fund. The Real Estate Development Fund will be reimbursed with sales proceeds from the sale of the five (5) parcels abutting the easement/shared driveway.

RESOLUTION NO. _____: It is requested a resolution be passed declaring the necessity for the city to proceed with the proposed 2020 Shared Driveway Construction 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 #9 – Submitted by Josh Snyder, Assistant City Engineer

AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL DESIGN SERVICES WITH THE MANNIK & SMITH GROUP FOR THE MEIGS STREET RECONSTRUCTION & MULTI-USE PATH PROJECT

Budgetary Information: The original cost for professional design services was \$233,195.00. The City’s share of this additional amount is the entire \$19,500, and will be paid with Water Funds. The total revised cost of professional design services for this project is \$252,695.00.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the city manager to enter into an amendment to the agreement for professional design services with the Mannik & Smith Group, Inc. Of Maumee, Ohio, for the Meigs Street Reconstruction & multi-use path project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

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

GRANT APPLICATION TO OHIO DEPARTMENT OF TRANSPORTATION FOR PORTIONS OF THE SANDUSKY BAY PATHWAY INCLUDED IN THE LANDING PROJECT

Budgetary Information: The Not to Exceed cost of \$10,000 to prepare the grant is included in The Landing design contract with EDG. The City is requesting a grant totaling \$6,145,913.67 from the State of Ohio and would use \$1,084,573.00 of the proceeds from the Cleveland Road Tax Increment Financing (TIF) as the match money for this grant. This is approximately an 85/15 split.

RESOLUTION NO. _____: It is requested a resolution be passed authorizing the filing of a grant application with the Ohio Department of Transportation for financial assistance through the Highway Safety Improvement Program (HSIP) for portions of the Sandusky Bay Pathway included in the Landing Project; and declaring that this resolution shall take immediate effect

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 – Click “Play” 



COMMUNITY DEVELOPMENT

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5832
www.ci.sandusky.oh.us

TO: Eric Wobser, City Manager

FROM: Debi Eversole, Housing Development Specialist

DATE: August 12, 2020

RE: City Commission Agenda Item

ITEMS FOR CONSIDERATION: Legislation requesting approval to accept a condemned property owned by Jerrad Barclay located at 423 Fulton Street through the City of Sandusky's Land Reutilization Program for the purpose of facilitating reutilization of the nonproductive land.

BACKGROUND INFORMATION: Pursuant to Ordinance No. 07-026 passed June 11, 2007, the City is conducting a Land Reutilization Program in accordance with the provisions of Chapter 5722 of the Ohio Revised Code to acquire vacant and abandoned tax delinquent property with the future goal of productive reuse of the land. The City's ability to assemble land for reuse and redevelopment is critical to stabilizing and rebuilding Sandusky's neighborhoods and is necessary for neighborhood revitalization. The goal of the City of Sandusky's Land Reutilization Program is to return vacant and abandoned tax delinquent property to productive use that benefits the community. If a property is not producing tax revenues, less money is collected and available for enhancements back into the community. Also because the property is abandoned, it is not maintained and often becomes an illegal dumping ground. The City spends thousands of dollars per year maintaining weeds and nuisance conditions on abandoned properties. By returning the property back to a long-term tax producing status, more revenue is generated and available for community improvements and the City will not have to expend funds to maintain it.

The property at 423 Fulton Street has been in condemned status since November, 2019. The property is scheduled to be demolished and an appeal by the property owner was denied at the January Housing Board of Appeals meeting. The property owner has exercised his right to appeal through the Common Pleas Court of Erie County. Case management is ongoing through Magistrate Steve Bechtel in Judge Roger Binette's court and an agreement is being established for the property owner to gift the property to the City of Sandusky, dismissing the case and relieving the property owner of any future assessments to the property. The Magistrate and City Law Department have shown their support of this agreement to the property owner. As a condition of the agreement, the property owner shall show proof of clear title through lien search.



Property Information:

423 Fulton Street is a parcel with a lot size of .1 acre with dimensions of 33' x 132'. The property has a 2 story residential structure that has 3 bedrooms and 2 bathrooms. The status of the property is condemned and it is scheduled for demolition. It has been deemed to be necessary and/or beneficial to the Land Reutilization Program efforts and was approved for acquisition by the Land Bank Committee on August 4, 2020.

BUDGET IMPACT: There will be minimal to no expense to the city to accept this lot. It has been requested that the property owner show clear title at their expense. Following demolition, the city will maintain the vacant lot and market it to interested parties.

ACTION REQUESTED: It is requested legislation be adopted allowing the City Manager to acquire the property located at 423 Fulton Street through the City of Sandusky's Land Reutilization Program. It is further requested that the legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter in order to proceed with the title transfers and ultimate sale of the parcel to improve and preserve the stability of the neighborhoods.

Debi Eversole, Housing Development Specialist

I concur with this recommendation:

Matt Lasko, Chief Development Officer

Eric L. Wobser, City Manager

cc: Justin Harris, Interim Law Director
Michelle Reeder, Finance Director
McKenzie Spriggs, Commission Clerk

RESOLUTION NO. _____

A RESOLUTION APPROVING AND ACCEPTING CERTAIN REAL PROPERTY, IDENTIFIED AS PARCEL NO. 59-00829.000, LOCATED AT 423 FULTON STREET, AS A GIFT OF DEED FOR ACQUISITION INTO THE LAND REUTILIZATION PROGRAM; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

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

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

WHEREAS, it is requested that the City accept a parcel of nonproductive land situated within the City of Sandusky as further described in attached Exhibit "A", for placement in the Land Reutilization Program Inventory; and

WHEREAS, the parcel located at 423 Fulton Street has been in condemned status since November of 2019, was scheduled for demolition and appealed and denied through the City's Housing Board of Appeals and is currently being appealed in the Erie County Common Pleas Court; and

WHEREAS, contingent on the property owner providing proof of clear title, the property will be gifted to the City and the case will be dismissed; and

WHEREAS, the parcel has been deemed to be necessary and/or beneficial to the Land Reutilization Program efforts and were approved for acquisition by the Land Bank Committee on August 4, 2020; and

WHEREAS, upon City Commission approval, the parcel will be demolished and marketed to interested parties; and

WHEREAS, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City in order to proceed with the title transfers and ultimate sale of the parcel to improve and preserve the stability of the neighborhoods; and

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

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

Section 1. This City Commission hereby approves and accepts certain real property, identified as Parcel No. 59-00829.000, located at 423 Fulton Street, respectively, situated within the City of Sandusky, as a gift of deed for acquisition into the Land Reutilization Program, and as further described in Exhibit "A", a copy of which is attached to this Resolution and specifically incorporated herein.

Section 2. This City Commission authorizes and directs the City Manager to acquire Parcel No. 59-00829, located at 423 Fulton Street, in accordance with the City of Sandusky's Land Reutilization Program in order to facilitate reutilization of the nonproductive land to support neighborhood revitalization and development within the City.

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

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

Section 5. That for the reasons set forth in the preamble hereto, this Resolution is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its 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: _____
MCKENZIE E. SPRIGGS
CLERK OF THE CITY COMMISSION

Passed: August 24, 2020

EXHIBIT "A"

8/4/2020

| Parcel | Address | Owner(s) | Del. Taxes | Assessments | P&I* | Total Owed | Yearly Taxes and Assessments |
|--------------|---------------|----------------|------------|-------------|-------|------------|------------------------------|
| 59-00829.000 | 423 Fulton St | Jerrad Barclay | 603.45 | | 60.35 | 663.80 | 1,206.90 |

Proposed Use: The property owner wishes to gift the property to the City of Sandusky due to pending demolition expenses that will be assessed to the property. The lot is .1 acre with dimensions of 33' x 132' with a 2 story residential structure that has 3 bedrooms and 2 bathrooms. The property has been condemned and the appeal denied by the Housing Board of Appeals in January. Upon acquisition, the property will be demolished as scheduled.



COMMUNITY DEVELOPMENT

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5832
www.ci.sandusky.oh.us

TO: Eric Wobser, City Manager

FROM: Debi Eversole, Housing Development Specialist

DATE: August 12, 2020

RE: City Commission Agenda Item – Purchase and Sale Agreement 1516 Camp 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 1516 Camp Street and further identified as Erie County Parcel No. 58-02093.000.

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. 030-17R, passed on June 12, 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. Alexa Jenkins, the adjoining property owner to the south at 1520 Camp Street, and Bobbie Jean Chaney, the adjoining property owner to the north at 1514 Camp Street, have requested acquisition of this nonproductive land. The 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 August 4, 2020. The approximate lot split is referenced below and a professional land survey will be performed and new legal descriptions will be obtained to show the split of the property and the parcels will be combined prior to the property being transferred.



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 eighty three dollars (\$83.00) 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 1516 Camp Street, Sandusky, Ohio, Erie County Parcel No. 58-02093.000 to the adjoining property owners Alexa Jenkins and Bobbie Jean Chaney. 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.

Debi Eversole, Housing Development Specialist

I concur with this recommendation:

Matt Lasko, Chief Development Officer

Eric L. Wobser, City Manager

cc: Justin Harris, Interim Law Director
Michelle Reeder, Finance Director
McKenzie Spriggs, 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. 58-02093.000, LOCATED AT 1516 CAMP 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 1516 Camp Street, Parcel No. 58-02093.000, by Resolution No. 030-17R, passed on June 12, 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, 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, Bobbie Jean Chaney, desires to purchase the northern one-half (1/2) of Parcel No. 58-02093.000, 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, Alexa Jenkins,, desires to purchase the southern one-half (1/2) of Parcel No. 58-02093.000, 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 August 4, 2020, and approved the acquisitions and sale of the property to Bobbie Jean Chaney and Alexa Jenkins 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. 58-02093.000, located at 1516 Camp 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: _____
MCKENZIE E. SPRIGGS
CLERK OF THE CITY COMMISSION

Passed: August 24, 2020

EXHIBIT A

Situated in the City of Sandusky, County of Erie and State of Ohio: The north three-fourths (3/4) of Lots Numbers One Hundred (100) and One Hundred Two (102) on Osborne Street in D.L.C. Ransom's Addition in said City as per plat recorded in Volume 3 of Plats, Page 34, Erie County Ohio Records, excepting therefrom the north sixty-six (66) feet thereof.

Subject to the rights of the respective owners of other parts of said Lots Numbers One Hundred (100) and One Hundred and Two (102) on Osborne Street to use the sewer and water main on the east three (3) feet of said Lot Number One Hundred Two (102) on Osborne Street which was constructed for the benefit of the owners of said Lots Numbers One Hundred (100) and One Hundred Two (102) on Osborne Street.

Property Address: 1516 Camp Street, Sandusky, Ohio 44870
Tax ID No.: 58-02093.000
Tax Mailing Address: 240 Columbus Ave., Sandusky, Ohio 44870

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 Bobbie Jean Chaney, 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 one half (1/2) of 1516 Camp Street, Erie County Parcel Number 58-02093.000, 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 1514 Camp Street, Erie County Parcel Number 58-00257.000.

2. The total purchase price for the Property is two thousand one hundred ten dollars (\$2,110.00), 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 one dollars and fifty cents (\$751.50) by cash, credit card (processing fee applies) or certified check or cashier's check made payable to Seller. The remaining balance of one thousand three hundred eighty five dollars and fifty cents (\$1,358.50), shall be paid by in-kind service of the Purchaser by mowing and maintaining the northern 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 September 24, 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 September 24, 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

PURCHASER(S):

)

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:

Justin D. Harris (#0078252)
Interim Law Director
City of Sandusky

EXHIBIT A

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

DRAFT

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 Alexa Jenkins, 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 southern one half (1/2) of 1516 Camp Street, Erie County Parcel Number 58-02093.000, 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 1520 Camp Street, Erie County Parcel Number 58-02142.000.

2. The total purchase price for the Property is two thousand one hundred ten dollars (\$2,110.00), 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 one dollars and fifty cents (\$751.50) by cash, credit card (processing fee applies) or certified check or cashier's check made payable to Seller. The remaining balance of one thousand three hundred fifty eight dollars and fifty cents (\$1,358.50), shall be paid by in-kind service of the Purchaser by mowing and maintaining the southern 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 September 24, 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 September 24, 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):

Alexa M. Jenkins, 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 Alexa M. Jenkins 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.

PRINT NAME _____, 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: _____

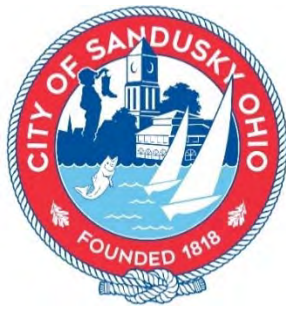
Approved as to Form:

Justin D. Harris (#0078252)
Interim Law Director
City of Sandusky

EXHIBIT A

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

DRAFT



ADMINISTRATIVE SERVICES

240 Columbus Avenue
Sandusky, Ohio 44870
Phone: 419-627-5969
www.cityofsandusky.com

To: Eric Wobser, City Manager

From: Stuart Hamilton, IT Manager. Matt Lasko, Economic Development Director.

Date: August 19th, 2020

Subject: **Commission Agenda Item- City Owned Fiber Extension to the Amtrak Station for Transit Operations Project Contract Extension**

ITEM FOR CONSIDERATION: Legislation approving Change Order #1 to Ohio Telecom Inc., of Port Clinton, Ohio for the City Owned Fiber Extension to the Amtrak Station for Transit Operations as a no cost time extension.

BACKGROUND INFORMATION: The City currently relies on fiber connections to its offsite locations for all phone/data and security communications. These fiber connections run from these locations and terminate at the current City Hall. This project involves expanding this city connectivity to the Amtrak Station where the Sandusky Transit System operations are located.

Executing the contract for this project took an extended amount of time and the additional requirements for Sam.gov made the original completion date unattainable. The project complete date will be extended from September 4, 2020, until October 30th, 2020.

BUDGETARY INFORMATION: There is no cost associated with this change order.

ACTION REQUESTED: : It is recommended that proper legislation be prepared granting a no cost time extension to Ohio Telecom Inc. for the City Owned Fiber Extension to the Amtrak Station for Transit Operations be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to immediately approve the change order and allow the contractor the additional time needed to complete the project within the end of October funding deadline.

I concur with this recommendation:

Eric Wobser
City Manager

Stuart Hamilton
IT Manager

cc: M. Spriggs, Commission Clerk; M. Reeder, Finance Director; J. Harris, Interim Law Director

DEPARTMENT OF PUBLIC WORKS

Construction Work Order No.: 1

ORDINANCE NO. 20-107

Port Clinton, OH 43452

Order is hereby issued and accepted for the following additions to or deductions from the quantities as specified in the original contract.

[illegible]

% Increase = 0.0%

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO APPROVE THE FIRST CHANGE ORDER FOR WORK BEING PERFORMED BY OHIO TELECOM, INC., OF PORT CLINTON, OHIO, FOR THE CITY OWNED FIBER EXTENSION TO THE AMTRAK STATION FOR TRANSIT OPERATIONS; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City currently relies on fiber connections for all phone, data, and security communications to its offsite locations and desires to expand this connectivity to the Amtrak Station where the Sandusky Transit System operations are located; and

WHEREAS, the City Owned Fiber Extension to the Amtrak Station for Transit Operations Project involves extending the City's fiber connection from the Wastewater Treatment Plant (WWTP) on Harrison Street to the Transit operation at the Amtrak Station on N. Depot Street to provide consistency within all the City's offsite locations and increase security and safety for the Sandusky Transit System operations; and

WHEREAS, this City Commission declared the necessity to proceed with the proposed City Owned Fiber Extension to the Amtrak Station for Transit Operations Project by Resolution No. 026-20R, passed on June 22, 2020; and

WHEREAS, this City Commission approved the awarding of the contract to Ohio Telecom, Inc. of Port Clinton, Ohio, for work to be performed for the City Owned Fiber Extension to the Amtrak Station for Transit Operations Project by Ordinance No. 20-107, passed on July 27, 2020; and

WHEREAS, this First Change Order provides for an extension in the final completion date from September 4, 2020, until October 30, 2020, to allow for the extended amount of time to execute the contract to be executed and complete the additional requirements for the System for Award Management (sam.gov) website; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately approve the change order and allow the contractor the additional time needed to complete the project within the end of October funding deadline; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Sandusky Transit System, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take

immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The City Manager is hereby authorized and directed to approve this First Change Order extending the final completion date from May 15, 2018, until June 15, 2018, for work being performed by Ohio Telecom, Inc., of Port Clinton, Ohio, for the City Owned Fiber Extension to the Amtrak Station for Transit Operations Project.

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.

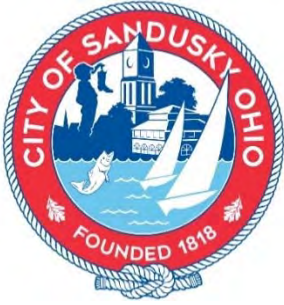
Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted 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: _____
MCKENZIE E. SPRIGGS
CLERK OF THE CITY COMMISSION

Passed: August 24, 2020



FINANCE DEPARTMENT

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5776
www.cityofsandusky.com

TO: Eric L. Wobser, City Manager
FROM: Michelle Reeder, Finance Director
DATE: August 13, 2020
RE: Commission Agenda Item

ITEM FOR CONSIDERATION:

City Commission approval of an Ordinance and Fiscal Officer's Certificate for the issuance and sale of up to \$8,070,000 in Various Purpose Improvement Notes.

BUDGETARY INFORMATION:

This various purpose note sale includes renewal of the 2019 Series Various Purpose Notes of \$4,100,000 that will mature on October 2, 2020. We will retire \$300,000 of the 2019 Note Issuance:

- **\$900,000** (retire \$100,000) for Bay Front Urban Revitalization
- **\$575,000** (retire \$25,000) for the Fire Department Ladder Truck
- **\$100,000** (retire \$50,000) for the Street Department Salt Trucks
- **\$375,000** (retire \$25,000) for the City Hall Relocation Project
- **\$1,850,000** for the design of The Landing Project
- **\$0** (retire \$100,000) for Venice Road Grade Separation

The additional amounts for the 2020 Series Various Purpose note include:

- **\$780,000** Jackson Street Pier- Owen Sound Agreement
- **\$1,350,000** Jackson Street Pier- Mylander Trust
- **\$240,000** Sandusky Bay Pathway- Wightman Wieber Foundation
- **\$1,900,000** Pathway Design

ACTION REQUESTED:

It is requested that the City Commission accept the Fiscal Officer's Certificate and approve the ordinance in accordance with Section 14 of the City Charter under suspension of the rules. The need for immediate action is to allow the City adequate time to find a buyer of the new notes prior to the maturity of the current notes on October 2, 2020.

The City's Bond Counsel, Squire Patton Boggs (US) LLP, prepared the ~~attachments~~Ordinances.

CC: Eric Wobser City Manager, Justin Harris Interim 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 \$3,800,000 notes (the Notes) to be issued in anticipation of the issuance of bonds (the Bonds) for the purpose of: for the purpose of: (1) revitalizing the Bayfront Urban Revitalization area by acquiring, clearing and improving certain properties in that area, undertaking the environmental clean-up and remediation of certain properties in that area, constructing road improvements and related utility and infrastructure improvements in that area, and otherwise improving that area; (2) acquiring a ladder truck for the Fire Department; (3) acquiring salt trucks for the Street Department; (4) paying the costs of various improvements for "the Landing" as more further described and approved in Ordinance No. 18-127; and (5) paying costs associated with the relocation of City Hall, including, but not limited to, those projects approved by Ordinance Numbers 18-119, 18-128 and 18-129 and Resolution Number 025-18R (collectively, the improvement), that:

1. The estimated life or period of usefulness of each improvement is at least five years. For internal accounting purposes of the City, the allocation of that principal amount among those Projects is as set forth in the attached table.

2. The estimated maximum maturity of the Bonds, calculated in accordance with Section 133.20 of the Revised Code and based on the fiscal officer's certificates previously signed with respect to each of these Projects, is as set forth in the attached table. To the extent that notes in anticipation of the Bonds will have been outstanding later than the last day of December of the fifth year following the year of issuance of the original issue of notes, the period in excess of those five years has been deducted and taken into account in setting forth the estimated maximum maturities of the Bonds with respect to each of those Projects as set forth in the attached table.

3. The maximum maturity of the Notes with respect to each of these Projects is as set forth in the attached table, which maximum maturity in each instance is based on the date of the original note issued for such Project.

Dated: August 19, 2020



Finance Director
City of Sandusky, Ohio

City of Sandusky, Ohio
Various Purpose Improvement Notes, Series 2020

| Project No. | Date of Original Issue | Purpose | Amount of Original Issue | 2020 Principal Amount | Maximum Bond Maturity | Original Maximum Bond Maturity | Maximum Note Maturity |
|-------------|------------------------|-------------------------------|--------------------------|-----------------------|-----------------------|--------------------------------|-----------------------|
| 1 | 06/28/2004 | Bayfront Urban Revitalization | \$2,700,000 | \$900,000 | 13 years | 25 years | June 28, 2024 |
| 3 | 10/05/2016 | Ladder Truck | \$1,200,000 | \$ 575,000 | 10 years | 10 years | October 5, 2031 |
| 4 | 10/05/2016 | Salt Truck | \$ 300,000 | \$ 100,000 | 10 years | 10 years | October 5, 2031 |
| 5 | 10/03/2018 | "The Landing" Improvements | \$2,000,000 | \$1,850,000 | 20 years | 20 years | October 3, 2038 |
| 6 | 10/03/2018 | City Hall Relocation | \$ 546,000 | \$ 375,000 | 10 years | 15 years | October 3, 2033 |

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF \$3,800,000 NOTES, IN ANTICIPATION OF THE ISSUANCE OF BONDS, FOR THE PURPOSE OF: (1) REVITALIZING THE BAYFRONT URBAN REVITALIZATION AREA BY ACQUIRING, CLEARING AND IMPROVING CERTAIN PROPERTIES IN THAT AREA, UNDERTAKING THE ENVIRONMENTAL CLEAN-UP AND REMEDIATION OF CERTAIN PROPERTIES IN THAT AREA, CONSTRUCTING ROAD IMPROVEMENTS AND RELATED UTILITY AND INFRASTRUCTURE IMPROVEMENTS IN THAT AREA, AND OTHERWISE IMPROVING THAT AREA; (2) ACQUIRING A LADDER TRUCK FOR THE FIRE DEPARTMENT; (3) ACQUIRING SALT TRUCKS FOR THE STREET DEPARTMENT; (4) PAYING THE COSTS OF VARIOUS IMPROVEMENTS FOR “THE LANDING” AS MORE FURTHER DESCRIBED AND APPROVED IN ORDINANCE NO. 18-127; AND (5) PAYING COSTS ASSOCIATED WITH THE RELOCATION OF CITY HALL, INCLUDING, BUT NOT LIMITED TO, THOSE PROJECTS APPROVED BY ORDINANCE NUMBERS 18-119, 18-128 AND 18-129 AND RESOLUTION NUMBER 025-18R; AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Ordinance No. 16-144, passed August 26, 2019, notes in anticipation of the issuance of bonds were issued to pay costs of the following improvements:

(i) \$1,000,000 principal amount of notes were issued for the purpose of revitalizing the Bayfront Urban Revitalization Area by acquiring, clearing and improving certain properties in that Area, undertaking the environmental clean-up and remediation of certain properties in that Area, constructing road improvements and related utility and infrastructure improvements in that Area, and otherwise improving that Area (Project No. 1), in accordance with the Urban Renewal Plan, the Act, the Grant (as such terms are defined in Ordinance No. 09-073 passed on September 14, 2009) and Section 2o of Article VIII of the Ohio Constitution; and

(ii) \$600,000 principal amount of notes were issued for the purpose of acquiring a ladder truck for the Fire Department (Project No. 2); and

(iii) \$150,000 principal amount of notes were issued for the purpose of acquiring salt trucks for the Street Department (Project No. 3); and

(iv) \$1,850,000 principal amount of notes were issued for the purpose of purpose of paying the costs of various improvements for “the Landing” as more further described and approved in Ordinance No. 18-127 (Project No. 4); and

(v) \$400,000 principal amount of notes were issued for the purpose of paying costs associated with the relocation of City Hall, including, but not limited to, those projects approved by Ordinance numbers 18-119, 18-128 and 18-129 and Resolution Number 025-18R (Project No. 5); and

(vi) \$100,000 principal amount of notes were issued for the purpose of paying a portion of the costs of eliminating grade crossings by constructing the Venice Road Grade Separation Project in cooperation of the Ohio Department of Transportation (Project No. 6); and

WHEREAS, the notes issued in the anticipation of bonds for Project No. 1, Project No. 2, Project No. 3, Project No. 4, Project No. 5 and Project No. 6 were issued as part of a consolidated issue, dated October 2, 2019 and maturing on October 2, 2020, in the aggregate principal amount of \$4,100,000, pursuant to Section 133.30(B) of the Revised Code (that consolidated issue hereinafter referred to as the “Outstanding Notes”); and

WHEREAS, this City Commission finds and determines that the City should retire \$300,000 aggregate principal amount of the Outstanding Notes with funds available to the City, for internal accounting purposes attributed to each project as follows: Project No. 1, \$100,000; Project No. 2, \$25,000; Project No. 3, \$50,000; Project No. 5, 25,000; and Project No. 6 in full, \$100,000; and

WHEREAS, this City Commission finds and determines that the City should retire the remaining outstanding principal amount of the Outstanding Notes with the proceeds of the Notes described in Section 3 and that for internal accounting purposes the principal amount of each Project to be funded as part of the Notes described in Section 3 is allocated as follows; and

| <u>Project No.</u> | <u>Principal Amount</u> |
|-----------------------------------|-------------------------|
| 1 (Bayfront Urban Revitalization) | \$900,000 |
| 2 (Ladder Truck) | 575,000 |
| 3 (Salt Trucks) | 100,000 |
| 4 ("The Landing" Improvements) | 1,850,000 |
| 5 (City Hall Relocation) | 375,000 |

WHEREAS, the Director of Finance, as fiscal officer of this City, has certified to this City Commission that the estimated life or period of usefulness of each of Projects 1 through 5 is at least five years, and that the estimated maximum maturity of the bonds for each Project and the maximum maturity of the notes for each Project, to be issued in anticipation of the bonds, are as follows; and

| <u>Project No.</u> | <u>Maximum Maturity of Bonds - years</u> | <u>Maximum Maturity of Notes</u> |
|-----------------------------------|--|--------------------------------------|
| 1 (Bayfront Urban Revitalization) | 13 | June 28, 2024 |
| 2 (Ladder Truck) | 10 | October 5, 2031 |
| 3 (Salt Trucks) | 10 | October 5, 2031 |
| 4 ("The Landing" Improvements) | 20 | October 3, 2038 |
| 5 (City Hall Relocation) | 10 | October 3, 2033 |

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 Notes in order to enable the City to timely retire the Outstanding Notes and thereby preserve its credit, 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. It is necessary to issue bonds of this City in the aggregate principal amount of \$3,800,000 (the Bonds) for the purpose of Project No. 1, Project No. 2, Project No. 3, Project No. 4, and Project No. 5.

Section 2. The Bonds shall be dated approximately October 1, 2021, shall bear interest at the now estimated rate of 5.0% per year, payable on June 1 and December 1 of each year, commencing December 1, 2021, until the principal amount is paid, and are estimated to mature in twenty annual principal installments each of which installment represents the aggregate of all principal payments for that year as if a separate issue of bonds were issued for each Project with the following number of principal installments for each Project, with principal installments on each separate issue being in such amounts that the total principal and interest payments on that issue in any fiscal year in which principal is payable is not more than three times the amount of those payments in any other fiscal year:

| <u>Project No.</u> | <u>Number of Principal Installments</u> |
|-----------------------------------|---|
| 1 (Bayfront Urban Revitalization) | 13 |
| 2 (Ladder Truck) | 10 |
| 3 (Salt Trucks) | 10 |
| 4 ("The Landing" Improvements) | 20 |
| 5 (City Hall Relocation) | 10 |

The first principal installment is estimated to be made on December 1, 2021.

Section 3. It is necessary to issue and this City Commission determines that notes in the aggregate principal amount of \$3,800,000 (the Notes) shall be issued in anticipation of the issuance of the Bonds and to retire, together with other funds available to the City, the Outstanding

Notes (as defined in the preambles hereto). The Notes shall bear interest at a rate not exceeding 4.5% per year (computed on the basis of a 360-day year consisting of twelve 30-day months), payable at maturity and until the principal amount is paid or payment is provided for. The rate of interest on the Notes shall be determined by the Finance Director in the certificate awarding the Notes in accordance with Section 6 (the Certificate of Award). The Notes shall be dated the date of issuance and shall mature not earlier than five months from the date of issuance nor later than one year from the date of issuance, as determined by the Finance Director in the Certificate of Award.

Section 4. The debt charges on the Notes shall be payable in lawful money of the United States of America, or in Federal Reserve funds of the United States of America as determined by the Finance Director in the Certificate of Award, and shall be payable, without deduction for services of the City's paying agent, at the St. Paul, Minnesota corporate trust office or other designated office of U.S. Bank National Association, or at the office of a bank or trust company designated by the Finance Director in the Certificate of Award after determining that the payment at that bank or trust company will not endanger the funds or securities of the City and that proper procedures and safeguards are available for that purpose, or at the office of the Finance Director if agreed to by the Finance Director and the original purchaser.

Section 5. The Notes 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 one of those signatures may be a facsimile. The Notes shall be issued in the denominations and numbers as requested by the original purchaser and approved by the Finance Director, provided that no such denomination shall be less than \$100,000. The entire principal amount may be represented by a single note and may be issued as fully registered securities (for which the Finance Director will serve as note registrar) and in book entry or other uncertificated form in accordance with Section 9.96 and Chapter 133 of the Revised Code if it is determined by the Finance Director that issuance of fully registered securities in that form will facilitate the sale and delivery of the Notes. The Notes shall not have coupons attached, shall be numbered as determined by the Finance Director and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to this ordinance. As used in this section and this ordinance:

“Book entry form” or “book entry system” means a form or system under which (i) the ownership of beneficial interests in the Notes and the principal of, and interest on, the Notes may be transferred only through a book entry, and (ii) a single physical Note certificate is issued by the City and payable only to a Depository or its nominee, with such Notes “immobilized” in the custody of the Depository or its agent for that purpose. The book entry maintained by others than the City is the record that identifies the owners of beneficial interests in the Notes and that principal and interest.

“Depository” means any securities depository that is a clearing agency under federal law operating and maintaining, with its Participants or otherwise, a book entry system to record

ownership of beneficial interests in the Notes or the principal of, and interest on, the Notes and to effect transfers of the Notes, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

“Participant” means any participant contracting with a Depository under a book entry system and includes security brokers and dealers, banks and trust companies, and clearing corporations.

The Notes may be issued to a Depository for use in a book entry system and, if and as long as a book entry system is utilized, (i) the Notes may be issued in the form of a single Note made payable to the Depository or its nominee and immobilized in the custody of the Depository or its agent for that purpose; (ii) the beneficial owners in book entry form shall have no right to receive the Notes in the form of physical securities or certificates; (iii) ownership of beneficial interests in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry by the Depository and its Participants; and (iv) the Notes as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the City.

If any Depository determines not to continue to act as a Depository for the Notes for use in a book entry system, the Finance Director may attempt to establish a securities depository/book entry relationship with another qualified Depository. If the Finance Director does not or is unable to do so, the Finance Director, after making provision for notification of the beneficial owners by the then Depository and any other arrangements deemed necessary, shall permit withdrawal of the Notes from the Depository, and shall cause the Notes in bearer or payable form to be signed by the officers authorized to sign the Notes and delivered to the assigns of the Depository or its nominee, all at the cost and expense (including any costs of printing), if the event is not the result of City action or inaction, of those persons requesting such issuance.

The Finance Director is also hereby authorized and directed, to the extent necessary or required, to enter into any agreements determined necessary in connection with the book entry system for the Notes, after determining that the signing thereof will not endanger the funds or securities of the City.

Section 6. The Notes shall be sold at not less than 97% of par plus accrued interest at private sale by the Finance Director in accordance with law and the provisions of this ordinance. The Finance Director shall, in accordance with that officer’s determination of the best interests of and financial advantages to the City and its taxpayers and based on conditions then existing in the financial markets, consistently with the provisions of Section 3, establish the interest rate or rates to be borne by the Notes and their maturity, sign the Certificate of Award referred to in Section 3 evidencing that sale, cause the Notes to be prepared, and have the Notes signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Notes if requested

by the original purchaser, to the original purchaser upon payment of the purchase price. The Ex-Officio Mayor, the City Manager, the Finance Director, the Law Director, the Clerk of the City Commission (including within the meaning of each such office for purposes of this ordinance any person serving in an interim or acting capacity with respect to such office) and other City officials, as appropriate, are each authorized and directed to sign any transcript certificates, financial statements, paying agent agreement, note purchase agreement and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this ordinance. The Finance Director is authorized, if it is determined to be in the best interest of the City, to combine the issue of Notes with one or more other note issues of the City into a consolidated note issue pursuant to Section 133.30(B) of the Revised Code.

Section 7. The proceeds from the sale of the Notes, except any premium and accrued interest, shall be paid into the special fund established for those proceeds, and those proceeds are appropriated thereto and shall be used for the purpose for which the Notes are being issued. Any portion of the proceeds from the sale of the Notes representing premium and accrued interest shall be paid into the Bond Retirement Fund.

Section 8. The par value to be received from the sale of the Bonds or of any renewal notes and any excess funds resulting from the issuance of the Notes shall, to the extent necessary, be used to pay the debt charges on the Notes at maturity and are pledged for that purpose.

Section 9. During the year or years in which the Notes are outstanding, there shall be levied on all the taxable property in the City, in addition to all other taxes, the same tax that would have been levied if the Bonds had been issued in the indicated installments without the prior issuance of the Notes. The tax shall be within the ten-mill limitation imposed by law, shall be and is ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner, and at the same time that taxes for general purposes for each of those years are certified, levied, extended and collected, and shall be placed before and in preference to all other items and for the full amount thereof. The proceeds of the tax levy shall be placed in the Bond Retirement Fund, which is irrevocably pledged for the payment of the debt charges on the Notes or the Bonds when and as the same fall due.

Section 10. The City covenants that it will use, and will restrict the use and investment of, the proceeds of the Notes in such manner and to such extent as may be necessary so that (a) the Notes 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 Notes 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 Notes 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 Notes 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 City hereby represents that the Outstanding Notes (the Refunded Obligation) were designated or deemed designated, and qualified, as a “qualified tax-exempt obligation” under Section 265(b)(3) of the Code. The City hereby covenants that it will redeem the Refunded Obligation from proceeds of, and within 90 days after issuance of, the Notes, and represents that all other conditions are met for treating the amount of the Notes not in excess of the principal amount of the Refunded Obligation outstanding immediately prior to the redemption of the Refunded Obligation as “qualified tax-exempt obligations” without necessity for further designation and as not to be taken into account under subparagraph (D) of Section 265(b)(3) of the Code pursuant to subparagraph (D)(ii) of Section 265(b)(3) of the Code.

The amount of the Notes (such amount being the issue price of the Notes less accrued interest, if any, as determined under the Code) in excess of the principal amount of the Refunded Obligation that is outstanding immediately prior to the redemption of the Refunded Obligation, if any, is hereby designated as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code. In that connection, the City hereby represents and covenants that it, together with all its subordinate entities or entities that issue obligations on its behalf, or on behalf of which it issues obligations, in or during the calendar year in which the Notes are issued, (i) have not issued and will not issue tax-exempt obligations designated as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code, including the aforesaid amount of the Notes, in an aggregate amount in excess of \$10,000,000, and (ii) have not issued, do not reasonably anticipate issuing, and will not issue, tax-exempt obligations (including the aforesaid amount of the Notes, but excluding obligations, other than qualified 501(c)(3) bonds as defined in Section 145 of the Code, that are private activity bonds as defined in Section 141 of the Code and excluding refunding obligations that are not advance refunding obligations as defined in Section 149(d)(5) of the Code to the extent that the amount of the refunding obligations does not exceed the outstanding principal amount of the refunded obligations) in an aggregate amount exceeding \$10,000,000, unless the City first obtains a written opinion of nationally recognized bond counsel that such designation or issuance, as applicable, will not adversely affect the status of the Notes as “qualified tax-exempt obligations.”

Further, the City represents and covenants that, during any time or in any manner as might affect the status of the Notes as “qualified tax-exempt obligations,” it has not formed or participated in the formation of, or benefitted from or availed itself of, any entity in order to avoid the purposes of subparagraph (C) or (D) of Section 265(b)(3) of the Code, and will not form,

participate in the formation of, or benefit from or avail itself of, any such entity. The City further represents that the Notes are not being issued as part of a direct or indirect composite issue that combines issues or lots of tax-exempt obligations of different issuers.

The Finance Director as the fiscal officer, or any other officer of the City having responsibility for issuance of the Notes 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 Notes 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 Notes 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 Notes, and (c) to give one or more appropriate certificate of the City, for inclusion in the transcript of proceedings for the Notes, setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Notes, 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 Notes.

Each covenant made in this Section with respect to the Notes is also made with respect to all issues any portion of the debt service on which is paid from proceeds of the Notes (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 Notes 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 Notes.

Section 11. This City Commission hereby retains the firm of Squire Patton Boggs (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 Notes 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 12. This City Commission hereby retains the firm of Sudsina & Associates, LLC in order to furnish financial advisory services in connection with the issuance and sale of the Notes and other matters related thereto and hereby authorizes the Finance Director to pay such fees and out-of-pocket expenses of such financial advisory firm in rendering such services as are approved by the Finance Director and the Law Director. In rendering those financial advisory services, as an independent contractor and in a financial 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 13. If, in the judgment of the Finance Director, the filing of an application for a rating on the Notes by one or more nationally recognized rating agencies is in the best interest of and financially advantageous to this City, the Finance Director is authorized to prepare and submit such application, to provide to each such agency such information as may be required for the purpose, and to provide further for the payment of the cost of obtaining each such rating, from the proceeds of the Notes to the extent available and otherwise from any other funds lawfully available and that are appropriated or shall be appropriated for that purpose. Any actions heretofore taken in conformance herewith are hereby ratified, confirmed and approved.

The expenditure of the amounts necessary to secure those ratings and to pay the other financing costs (as defined in Section 133.01 of the Revised Code) in connection with the Notes 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 Notes to the extent available and otherwise from any other funds lawfully available that are appropriated or shall be appropriated for that purpose.

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

Section 15. 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 Notes in order to make them legal, valid and binding general obligations of the City have been performed and have been met, or will at the time of delivery of the Notes have been performed and have been met, in regular and due form as required by law; that the full faith and credit and general property taxing power (as described in Section 9) of the City are pledged for the timely payment of the debt

charges on the Notes; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Notes.

Section 16. 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. 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.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
MCKENZIE E. SPRIGGS
CLERK OF THE CITY COMMISSION

Passed: August 24, 2020


FISCAL OFFICER'S CERTIFICATE
(Jackson Street Pier)

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 \$2,130,000 notes (the Notes) to be issued in anticipation of the issuance of bonds (the Bonds) for the purpose of paying costs of various improvements to Jackson Street Pier (the improvement), that:

1. The estimated life or period of usefulness of the improvement is at least five years.
2. The estimated maximum maturity of the Bonds, calculated in accordance with Section 133.20 of the Revised Code, is twenty-five years. If notes in anticipation of the Bonds are outstanding later than the last day of December of the fifth year following the year of issuance of the original issue of notes, the period in excess of those five years shall be deducted from that maximum maturity of the Bonds.
3. The maximum maturity of the Notes is twenty years from the date of issuance of the original securities issued for the improvement.

Dated: August 19, 2020



Finance Director
City of Sandusky, Ohio

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF NOTES IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$2,130,000, IN ANTICIPATION OF THE ISSUANCE OF BONDS, FOR THE PURPOSE OF PAYING COSTS OF VARIOUS IMPROVEMENTS TO JACKSON STREET PIER, AND DECLARING AN EMERGENCY.

WHEREAS, this City Commission has requested that the Finance Director, as fiscal officer, certify the estimated life or period of usefulness of the improvement described in Section 1 and the estimated maximum maturity of the Bonds described in Section 1 and the Notes described in Section 3, to be issued in anticipation of the Bonds; and

WHEREAS, the Finance Director has certified that the estimated life or period of usefulness of that improvement is at least five years and that the maximum maturity of the Bonds is twenty-five years and the maximum maturity of the Notes is twenty 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 Notes, which is necessary to enable the City to provide funds to meet its obligations in connection with the improvements for Jackson Street Pier, which is urgently required for the welfare of the City and its citizens, 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. It is necessary to issue bonds of this City in the aggregate principal amount of \$2,130,000 (the Bonds) for the purpose of paying costs of various improvements to Jackson Street Pier.

Section 2. The Bonds shall be dated approximately October 1, 2021, shall bear interest at the now estimated rate of 5.0% per year, payable on June 1 and December 1 of each year, commencing December 1, 2021, until the principal amount is paid, and are estimated to mature in twenty-five annual principal installments such that the total principal and interest payments in any fiscal year in which principal is payable is not more than three times the amount of those payments in any other fiscal year. The first principal installment is estimated to be made on December 1, 2021.

Section 3. It is necessary to issue and this City Commission determines that notes in the aggregate principal amount of \$2,130,000 (the Notes) shall be issued in anticipation of the issuance of the Bonds. The Notes shall bear interest at a rate not exceeding 4.5% per year (computed on the basis of a 360-day year consisting of twelve 30-day months), payable at maturity and until the principal amount is paid or payment is provided for. The rate of interest on the Notes shall be determined by the Finance Director in the certificate awarding the Notes in accordance with Section 6 (the Certificate of Award). The Notes shall be dated the date of issuance and shall mature not earlier than five months from the date of issuance nor later than one year from the date of issuance, as determined by the Finance Director in the Certificate of Award.

Section 4. The debt charges on the Notes shall be payable in lawful money of the United States of America, or in Federal Reserve funds of the United States of America as determined by the Finance Director in the Certificate of Award, and shall be payable, without deduction for services of the City's paying agent, at the St. Paul, Minnesota corporate trust office or

other designated office of U.S. Bank National Association, or at the office of a bank or trust company designated by the Finance Director in the Certificate of Award after determining that the payment at that bank or trust company will not endanger the funds or securities of the City and that proper procedures and safeguards are available for that purpose, or at the office of the Finance Director if agreed to by the Finance Director and the original purchaser.

Section 5. The Notes 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 one of those signatures may be a facsimile. The Notes shall be issued in the denominations and numbers as requested by the original purchaser and approved by the Finance Director, provided that no such denomination shall be less than \$100,000. The entire principal amount may be represented by a single note and may be issued as fully registered securities (for which the Finance Director will serve as note registrar) and in book entry or other uncertificated form in accordance with Section 9.96 and Chapter 133 of the Revised Code if it is determined by the Finance Director that issuance of fully registered securities in that form will facilitate the sale and delivery of the Notes. The Notes shall not have coupons attached, shall be numbered as determined by the Finance Director and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to this ordinance. As used in this section and this ordinance:

“Book entry form” or “book entry system” means a form or system under which (i) the ownership of beneficial interests in the Notes and the principal of, and interest on, the Notes may be transferred only through a book entry, and (ii) a single physical Note certificate is issued by the City and payable only to a Depository or its nominee, with such Notes “immobilized” in the custody of the Depository or its agent for that purpose. The book entry maintained by others than the City is the record that identifies the owners of beneficial interests in the Notes and that principal and interest.

“Depository” means any securities depository that is a clearing agency under federal law operating and maintaining, with its Participants or otherwise, a book entry system to record ownership of beneficial interests in the Notes or the principal of, and interest on, the Notes and to effect transfers of the Notes, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

“Participant” means any participant contracting with a Depository under a book entry system and includes security brokers and dealers, banks and trust companies, and clearing corporations.

The Notes may be issued to a Depository for use in a book entry system and, if and as long as a book entry system is utilized, (i) the Notes may be issued in the form of a single Note made payable to the Depository or its nominee and immobilized in the custody of the Depository or its agent for that purpose; (ii) the beneficial owners in book entry form shall have no right to receive the Notes in the form of physical securities or certificates; (iii) ownership of beneficial interests in

book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry by the Depository and its Participants; and (iv) the Notes as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the City.

If any Depository determines not to continue to act as a Depository for the Notes for use in a book entry system, the Finance Director may attempt to establish a securities depository/book entry relationship with another qualified Depository. If the Finance Director does not or is unable to do so, the Finance Director, after making provision for notification of the beneficial owners by the then Depository and any other arrangements deemed necessary, shall permit withdrawal of the Notes from the Depository, and shall cause the Notes in bearer or payable form to be signed by the officers authorized to sign the Notes and delivered to the assigns of the Depository or its nominee, all at the cost and expense (including any costs of printing), if the event is not the result of City action or inaction, of those persons requesting such issuance.

The Finance Director is also hereby authorized and directed, to the extent necessary or required, to enter into any agreements determined necessary in connection with the book entry system for the Notes, after determining that the signing thereof will not endanger the funds or securities of the City.

Section 6. The Notes shall be sold at not less than 97% of par plus accrued interest at private sale by the Finance Director in accordance with law and the provisions of this ordinance. The Finance Director shall, in accordance with that officer's determination of the best interests of and financial advantages to the City and its taxpayers and based on conditions then existing in the financial markets, consistently with the provisions of Section 3, establish the interest rate or rates to be borne by the Notes and their maturity, sign the Certificate of Award referred to in Section 3 evidencing that sale, cause the Notes to be prepared, and have the Notes signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Notes if requested by the original purchaser, to the original purchaser upon payment of the purchase price. The Ex-Officio Mayor, the City Manager, the Finance Director, the Law Director, the Clerk of the City Commission (including within the meaning of each such office for purposes of this ordinance any person serving in an interim or acting capacity with respect to such office) and other City officials, as appropriate, are each 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. The Finance Director is authorized, if it is determined to be in the best interest of the City, to combine the issue of Notes with one or more other note issues of the City into a consolidated note issue pursuant to Section 133.30(B) of the Revised Code.

Section 7. The proceeds from the sale of the Notes, except any premium and accrued interest, shall be paid into the special fund established for those proceeds, and those proceeds are appropriated thereto and shall be used for the purpose for which the Notes are being issued. Any portion of the proceeds from the sale of the Notes representing premium and accrued interest shall be paid into the Bond Retirement Fund.

Section 8. The par value to be received from the sale of the Bonds or of any renewal notes and any excess funds resulting from the issuance of the Notes shall, to the extent necessary, be used to pay the debt charges on the Notes at maturity and are pledged for that purpose.

Section 9. During the year or years in which the Notes are outstanding, there shall be levied on all the taxable property in the City, in addition to all other taxes, the same tax that would have been levied if the Bonds had been issued in the indicated installments without the prior issuance of the Notes. The tax shall be within the ten-mill limitation imposed by law, shall be and is ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner, and at the same time that taxes for general purposes for each of those years are certified, levied, extended and collected, and shall be placed before and in preference to all other items and for the full amount thereof. The proceeds of the tax levy shall be placed in the Bond Retirement Fund, which is irrevocably pledged for the payment of the debt charges on the Notes or the Bonds when and as the same fall due.

Section 10. The City covenants that it will use, and will restrict the use and investment of, the proceeds of the Notes in such manner and to such extent as may be necessary so that (a) the Notes 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 Notes 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 Notes 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 Notes 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 Notes are hereby designated as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code. In that connection, the City hereby represents and covenants that it, together with all its subordinate entities or entities that issue obligations on its behalf, or on behalf of

which it issues obligations, in or during the calendar year in which the Notes are issued, (i) have not issued and will not issue tax-exempt obligations designated as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code, including the Notes, in an aggregate amount in excess of \$10,000,000, and (ii) have not issued, do not reasonably anticipate issuing, and will not issue, tax-exempt obligations (including the Notes, but excluding obligations, other than qualified 501(c)(3) bonds as defined in Section 145 of the Code, that are private activity bonds as defined in Section 141 of the Code and excluding refunding obligations that are not advance refunding obligations as defined in Section 149(d)(5) of the Code) in an aggregate amount exceeding \$10,000,000, unless the City first obtains a written opinion of nationally recognized bond counsel that such designation or issuance, as applicable, will not adversely affect the status of the Notes as “qualified tax-exempt obligations”. Further, the City represents and covenants that, during any time or in any manner as might affect the status of the Notes as “qualified tax-exempt obligations”, it has not formed or participated in the formation of, or benefited from or availed itself of, any entity in order to avoid the purposes of subparagraph (C) or (D) of Section 265(b)(3) of the Code, and will not form, participate in the formation of, or benefit from or avail itself of, any such entity. The City further represents that the Notes are not being issued as part of a direct or indirect composite issue that combines issues or lots of tax-exempt obligations of different issuers.

The Finance Director as the fiscal officer, or any other officer of the City having responsibility for issuance of the Notes 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 Notes 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 Notes 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 Notes, and (c) to give one or more appropriate certificate of the City, for inclusion in the transcript of proceedings for the Notes, setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Notes, 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 Notes.

Section 11. This City Commission hereby retains the firm of Squire Patton Boggs (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 Notes 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 12. This City Commission hereby retains the firm of Sudsina & Associates, LLC in order to furnish financial advisory services in connection with the issuance and sale of the Notes and other matters related thereto and hereby authorizes the Finance Director to pay such fees and out-of-pocket expenses of such financial advisory firm in rendering such services as are approved by the Finance Director and the Law Director. In rendering those financial advisory services, as an independent contractor and in a financial 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 13. If, in the judgment of the Finance Director, the filing of an application for a rating on the Notes by one or more nationally recognized rating agencies is in the best interest of and financially advantageous to this City, the Finance Director is authorized to prepare and submit such application, to provide to each such agency such information as may be required for the purpose, and to provide further for the payment of the cost of obtaining each such rating, from the proceeds of the Notes to the extent available and otherwise from any other funds lawfully available and that are appropriated or shall be appropriated for that purpose. Any actions heretofore taken in conformance herewith are hereby ratified, confirmed and approved.

The expenditure of the amounts necessary to secure those ratings and to pay the other financing costs (as defined in Section 133.01 of the Revised Code) in connection with the Notes 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 Notes to the extent available and otherwise from any other funds lawfully available that are appropriated or shall be appropriated for that purpose.

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

Section 15. 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 Notes in order to make them legal, valid and binding general obligations of the City have been performed and have been met, or will at the time of delivery of the Notes have been performed and have been met, in regular and due form as required by law; that the full faith and credit and general property taxing power (as described in Section 9) of the City are pledged for the timely payment of the debt charges on the Notes; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Notes.

Section 16. 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. 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.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST:

MCKENZIE E. SPRIGGS
CLERK OF THE CITY COMMISSION

Passed: August 24, 2020


FISCAL OFFICER'S CERTIFICATE
(Sandusky Bay Pathway)

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 \$2,140,000 notes (the Notes) to be issued in anticipation of the issuance of bonds (the Bonds) for the purpose of paying costs of the construction of and various improvements to the Sandusky Bay Pathway (the improvement), that:

1. The estimated life or period of usefulness of the improvement is at least five years.
2. The estimated maximum maturity of the Bonds, calculated in accordance with Section 133.20 of the Revised Code, is twenty years. If notes in anticipation of the Bonds are outstanding later than the last day of December of the fifth year following the year of issuance of the original issue of notes, the period in excess of those five years shall be deducted from that maximum maturity of the Bonds.
3. The maximum maturity of the Notes is twenty years from the date of issuance of the original securities issued for the improvement.

Dated: August 19, 2020



Finance Director
City of Sandusky, Ohio

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF NOTES IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$2,140,000, IN ANTICIPATION OF THE ISSUANCE OF BONDS, FOR THE PURPOSE OF PAYING COSTS OF THE CONSTRUCTION OF AND VARIOUS IMPROVEMENTS TO THE SANDUSKY BAY PATHWAY, AND DECLARING AN EMERGENCY.

WHEREAS, this City Commission has requested that the Finance Director, as fiscal officer, certify the estimated life or period of usefulness of the improvement described in Section 1 and the estimated maximum maturity of the Bonds described in Section 1 and the Notes described in Section 3, to be issued in anticipation of the Bonds; and

WHEREAS, the Finance Director has certified that the estimated life or period of usefulness of that improvement is at least five years and that the maximum maturity of the Bonds is twenty years and the maximum maturity of the Notes is twenty 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 Notes, which is necessary to enable the City to provide funds to meet its obligations in connection with the improvements for the Sandusky Bay Pathway, which is urgently required for the welfare of the City and its citizens, 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. It is necessary to issue bonds of this City in the aggregate principal amount not to exceed \$2,140,000 (the Bonds) for the purpose of paying costs of construction of and various improvements to the Sandusky Bay Pathway.

Section 2. The Bonds shall be dated approximately October 1, 2021, shall bear interest at the now estimated rate of 5.0% per year, payable on June 1 and December 1 of each year, commencing December 1, 2021, until the principal amount is paid, and are estimated to mature in twenty annual principal installments such that the total principal and interest payments in any fiscal year in which principal is payable is not more than three times the amount of those payments in any other fiscal year. The first principal installment is estimated to be made on December 1, 2021.

Section 3. It is necessary to issue and this City Commission determines that notes in the aggregate principal amount not to exceed \$2,140,000 (the Notes) shall be issued in anticipation of the issuance of the Bonds. The Notes shall bear interest at a rate not exceeding 4.5% per year (computed on the basis of a 360-day year consisting of twelve 30-day months), payable at maturity and until the principal amount is paid or payment is provided for. The rate of interest on the Notes shall be determined by the Finance Director in the certificate awarding the Notes in accordance with Section 6 (the Certificate of Award). The Notes shall be dated the date of issuance and shall mature not earlier than five months from the date of issuance nor later than one year from the date of issuance, as determined by the Finance Director in the Certificate of Award.

Section 4. The debt charges on the Notes shall be payable in lawful money of the United States of America, or in Federal Reserve funds of the United States of America as determined by the Finance Director in the Certificate of Award, and shall be payable, without deduction for services of the City's paying agent, at the St. Paul, Minnesota corporate trust office or

other designated office of U.S. Bank National Association, or at the office of a bank or trust company designated by the Finance Director in the Certificate of Award after determining that the payment at that bank or trust company will not endanger the funds or securities of the City and that proper procedures and safeguards are available for that purpose, or at the office of the Finance Director if agreed to by the Finance Director and the original purchaser.

Section 5. The Notes 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 one of those signatures may be a facsimile. The Notes shall be issued in the denominations and numbers as requested by the original purchaser and approved by the Finance Director, provided that no such denomination shall be less than \$100,000. The entire principal amount may be represented by a single note and may be issued as fully registered securities (for which the Finance Director will serve as note registrar) and in book entry or other uncertificated form in accordance with Section 9.96 and Chapter 133 of the Revised Code if it is determined by the Finance Director that issuance of fully registered securities in that form will facilitate the sale and delivery of the Notes. The Notes shall not have coupons attached, shall be numbered as determined by the Finance Director and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to this ordinance. As used in this section and this ordinance:

“Book entry form” or “book entry system” means a form or system under which (i) the ownership of beneficial interests in the Notes and the principal of, and interest on, the Notes may be transferred only through a book entry, and (ii) a single physical Note certificate is issued by the City and payable only to a Depository or its nominee, with such Notes “immobilized” in the custody of the Depository or its agent for that purpose. The book entry maintained by others than the City is the record that identifies the owners of beneficial interests in the Notes and that principal and interest.

“Depository” means any securities depository that is a clearing agency under federal law operating and maintaining, with its Participants or otherwise, a book entry system to record ownership of beneficial interests in the Notes or the principal of, and interest on, the Notes and to effect transfers of the Notes, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

“Participant” means any participant contracting with a Depository under a book entry system and includes security brokers and dealers, banks and trust companies, and clearing corporations.

The Notes may be issued to a Depository for use in a book entry system and, if and as long as a book entry system is utilized, (i) the Notes may be issued in the form of a single Note made payable to the Depository or its nominee and immobilized in the custody of the Depository or its agent for that purpose; (ii) the beneficial owners in book entry form shall have no right to receive the Notes in the form of physical securities or certificates; (iii) ownership of beneficial interests in

book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry by the Depository and its Participants; and (iv) the Notes as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the City.

If any Depository determines not to continue to act as a Depository for the Notes for use in a book entry system, the Finance Director may attempt to establish a securities depository/book entry relationship with another qualified Depository. If the Finance Director does not or is unable to do so, the Finance Director, after making provision for notification of the beneficial owners by the then Depository and any other arrangements deemed necessary, shall permit withdrawal of the Notes from the Depository, and shall cause the Notes in bearer or payable form to be signed by the officers authorized to sign the Notes and delivered to the assigns of the Depository or its nominee, all at the cost and expense (including any costs of printing), if the event is not the result of City action or inaction, of those persons requesting such issuance.

The Finance Director is also hereby authorized and directed, to the extent necessary or required, to enter into any agreements determined necessary in connection with the book entry system for the Notes, after determining that the signing thereof will not endanger the funds or securities of the City.

Section 6. The Notes shall be sold at not less than 97% of par plus accrued interest at private sale by the Finance Director in accordance with law and the provisions of this ordinance. The Finance Director shall, in accordance with that officer's determination of the best interests of and financial advantages to the City and its taxpayers and based on conditions then existing in the financial markets, consistently with the provisions of Section 3, establish the interest rate or rates to be borne by the Notes and their maturity, sign the Certificate of Award referred to in Section 3 evidencing that sale, cause the Notes to be prepared, and have the Notes signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Notes if requested by the original purchaser, to the original purchaser upon payment of the purchase price. The Ex-Officio Mayor, the City Manager, the Finance Director, the Law Director, the Clerk of the City Commission (including within the meaning of each such office for purposes of this ordinance any person serving in an interim or acting capacity with respect to such office) and other City officials, as appropriate, are each 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. The Finance Director is authorized, if it is determined to be in the best interest of the City, to combine the issue of Notes with one or more other note issues of the City into a consolidated note issue pursuant to Section 133.30(B) of the Revised Code.

Section 7. The proceeds from the sale of the Notes, except any premium and accrued interest, shall be paid into the special fund established for those proceeds, and those proceeds are appropriated thereto and shall be used for the purpose for which the Notes are being issued. Any portion of the proceeds from the sale of the Notes representing premium and accrued interest shall be paid into the Bond Retirement Fund.

Section 8. The par value to be received from the sale of the Bonds or of any renewal notes and any excess funds resulting from the issuance of the Notes shall, to the extent necessary, be used to pay the debt charges on the Notes at maturity and are pledged for that purpose.

Section 9. During the year or years in which the Notes are outstanding, there shall be levied on all the taxable property in the City, in addition to all other taxes, the same tax that would have been levied if the Bonds had been issued in the indicated installments without the prior issuance of the Notes. The tax shall be within the ten-mill limitation imposed by law, shall be and is ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner, and at the same time that taxes for general purposes for each of those years are certified, levied, extended and collected, and shall be placed before and in preference to all other items and for the full amount thereof. The proceeds of the tax levy shall be placed in the Bond Retirement Fund, which is irrevocably pledged for the payment of the debt charges on the Notes or the Bonds when and as the same fall due.

Section 10. The City covenants that it will use, and will restrict the use and investment of, the proceeds of the Notes in such manner and to such extent as may be necessary so that (a) the Notes 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 Notes 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 Notes 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 Notes 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 Notes are hereby designated as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code. In that connection, the City hereby represents and covenants that it, together with all its subordinate entities or entities that issue obligations on its behalf, or on behalf of

which it issues obligations, in or during the calendar year in which the Notes are issued, (i) have not issued and will not issue tax-exempt obligations designated as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code, including the Notes, in an aggregate amount in excess of \$10,000,000, and (ii) have not issued, do not reasonably anticipate issuing, and will not issue, tax-exempt obligations (including the Notes, but excluding obligations, other than qualified 501(c)(3) bonds as defined in Section 145 of the Code, that are private activity bonds as defined in Section 141 of the Code and excluding refunding obligations that are not advance refunding obligations as defined in Section 149(d)(5) of the Code) in an aggregate amount exceeding \$10,000,000, unless the City first obtains a written opinion of nationally recognized bond counsel that such designation or issuance, as applicable, will not adversely affect the status of the Notes as “qualified tax-exempt obligations”. Further, the City represents and covenants that, during any time or in any manner as might affect the status of the Notes as “qualified tax-exempt obligations”, it has not formed or participated in the formation of, or benefited from or availed itself of, any entity in order to avoid the purposes of subparagraph (C) or (D) of Section 265(b)(3) of the Code, and will not form, participate in the formation of, or benefit from or avail itself of, any such entity. The City further represents that the Notes are not being issued as part of a direct or indirect composite issue that combines issues or lots of tax-exempt obligations of different issuers.

The Finance Director as the fiscal officer, or any other officer of the City having responsibility for issuance of the Notes 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 Notes 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 Notes 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 Notes, and (c) to give one or more appropriate certificate of the City, for inclusion in the transcript of proceedings for the Notes, setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Notes, 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 Notes.

Section 11. This City Commission hereby retains the firm of Squire Patton Boggs (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 Notes 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 12. This City Commission hereby retains the firm of Sudsina & Associates, LLC in order to furnish financial advisory services in connection with the issuance and sale of the Notes and other matters related thereto and hereby authorizes the Finance Director to pay such fees and out-of-pocket expenses of such financial advisory firm in rendering such services as are approved by the Finance Director and the Law Director. In rendering those financial advisory services, as an independent contractor and in a financial 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 13. If, in the judgment of the Finance Director, the filing of an application for a rating on the Notes by one or more nationally recognized rating agencies is in the best interest of and financially advantageous to this City, the Finance Director is authorized to prepare and submit such application, to provide to each such agency such information as may be required for the purpose, and to provide further for the payment of the cost of obtaining each such rating, from the proceeds of the Notes to the extent available and otherwise from any other funds lawfully available and that are appropriated or shall be appropriated for that purpose. Any actions heretofore taken in conformance herewith are hereby ratified, confirmed and approved.

The expenditure of the amounts necessary to secure those ratings and to pay the other financing costs (as defined in Section 133.01 of the Revised Code) in connection with the Notes 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 Notes to the extent available and otherwise from any other funds lawfully available that are appropriated or shall be appropriated for that purpose.

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

Section 15. 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 Notes in order to make them legal, valid and binding general obligations of the City have been performed and have been met, or will at the time of delivery of the Notes have been performed and have been met, in regular and due form as required by law; that the full faith and credit and general property taxing power (as described in Section 9) of the City are pledged for the timely payment of the debt charges on the Notes; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Notes.

Section 16. 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. 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.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST:

MCKENZIE E. SPRIGGS
CLERK OF THE CITY COMMISSION

Passed: August 24, 2020



COMMUNITY DEVELOPMENT

240 Columbus Avenue

Sandusky, Ohio 44870

419.627.5707

www.cityofsandusky.com

To: Eric L. Wobser, City Manager

From: Matthew D. Lasko, Chief Development Officer

Date: August 11, 2020

Subject: Commission Agenda Item – Purchase of Property

Items for Consideration: Legislation allowing the City of Sandusky to enter into a Purchase and Sale Agreement (the “Agreement”) for the property located at 2132 Parkview Boulevard.

Background Information: As part of the Neighborhood Initiative, each of the six (6) selected neighborhoods were reviewed for housing conditions and related housing redevelopment strategies. For the Southside neighborhood, it was suggested that near term blight elimination, particularly in the area surrounding Churchwell Park, was needed. The City and Erie County Land Reutilization Corporation have been aggressive in purchasing and demolishing real estate in that area.

The City has been in ongoing conversations with the owners of the above-mentioned property, William Frye and Kayoko Irie-Frye, about possibly acquiring the 4-unit quadplex property located at 2132 Parkview Boulevard. Based upon the City’s strong interest in redeveloping and re-envisioning the neighborhood, coupled with the fact that the negotiated purchase price is near what the City has been purchasing properties for over the last eighteen (18) months, the City has a strong desire to move forward with the purchase of the aforementioned property.

The Agreement calls for the City to purchase the property for \$45,000. The City will also be responsible for covering all closing costs associated with the transaction.

Upon acquisition, the City will couple this property with several others to be bid out for asbestos abatement and demolition utilizing Community Development Block Grant funding.

Budgetary Information: The City will be responsible for paying \$45,000 (plus closing costs) for the purchase of the property located at 2132 Parkview Boulevard. The source of funding is Community Development Block Grant funding.

Action Requested: It is requested that the proper legislation be prepared to allow the City to enter into the Agreement for the purchase of the property located at 2132 Parkview Boulevard. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter to allow the City to acquire and immediately move forward with asbestos abatement and demolition.

Matthew D. Lasko, MUPDD, MSSA
Chief Development Officer

I concur with this recommendation:

Eric Wobser, City Manager

cc: McKenzie Spriggs, Clerk of the City Commission
Justin Harris, Interim Law Director
Michelle Reeder, Finance Director

CERTIFICATE OF FUNDS

In the Matter of: Purchase of 2132 Parkview Blvd

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 # 247-4447

By: 

Michelle Reeder

Finance Director

Dated: 8/20/2020

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A PURCHASE AND SALE AGREEMENT FOR THE PURCHASE OF REAL PROPERTY LOCATED AT 2132 PARKVIEW BOULEVARD, SANDUSKY, AND IDENTIFIED AS PARCEL NO. 58-00328.000 FOR THE PURPOSE OF BLIGHT ELIMINATION AND DEMOLITION; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, as part of the Sandusky Neighborhood Initiative, the Southside neighborhood was reviewed for housing conditions and related housing redevelopment strategies and it was determined that blight elimination was needed, particularly in the area surrounding the Churchwell Park area; and

WHEREAS, the City desires to purchase the 4-unit quadplex property located at 2132 Parkview Boulevard based on the City's interest in redeveloping and re-envisioning the neighborhood and that the negotiated purchase price is comparable with properties the City has been purchasing over the last eighteen (18) months; and

WHEREAS, the total cost for the purchase of the property located at 2132 Parkview Boulevard is \$45,000.00 plus all closing costs associated with the transaction and these costs will be paid with Community Development Block Grant (CDBG) Funds; and

WHEREAS, upon City Commission approval and acquisition, the property will be bid out for asbestos abatement and demolition utilizing Community Development Block Grant (CDBG) Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to acquire the property and immediately move forward with asbestos abatement and demolition; and

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

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

Section 1. The City Manager is hereby authorized and directed to execute the Purchase and Sale Agreement on behalf of the City for the sale and purchase of real property with William Frye and Kayoko Irie-Frye, substantially in the same form as contained in Exhibit "1", which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein together with such revisions or additions as

are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Ordinance to purchase the property identified as Parcel No. 58-00328.000, located at 2132 Parkview Boulevard in Sandusky for the purpose of blight elimination and demolition.

Section 2. The City Manager, Finance Director, and Law Director are authorized and directed to take such other actions and measures as are incident to and reasonably necessary to effect the purchase of Parcel No. 58-00328.000, located at 2132 Parkview Boulevard in Sandusky.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
MCKENZIE E. SPRIGGS
CLERK OF THE CITY COMMISSION

Passed: August 24, 2020

PURCHASE AND SALE AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2020, by and between City of Sandusky, of Erie County, Ohio, a municipal chartered city whose address is 240 Columbus Avenue, Sandusky, Ohio 44870 hereinafter referred to as the "Purchaser" and William Frye and Kayoko Irie-Frye, 13006 Larchmere Boulevard, Sandusky, Ohio, 44870, hereinafter referred to as "Seller."

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 premises located at 2132 Parkview Boulevard, Sandusky, Ohio, PPN# 58-00328.000, and more fully described in the legal description marked Exhibit "A" attached to this Agreement and specifically incorporated as if fully rewritten herein, the legal description of which will be set forth in the deed transferring ownership of said premises.
2. The total purchase price for the premises is \$45,000.00 (US Dollars)
 - a. Which shall be paid by cashier's check or by certified check, or other negotiable instrument, which sum shall be deposited with the escrow agent on or before the closing date of this transaction and is subject to the pro-rations (if any) and adjustments set forth in this Agreement.
 - b. There is no earnest money for this agreement.
3. Before closing, Seller(s) may remove the following items: ANY items they own so long as the premises remains secure to outside elements. Said items may be removed any time prior to closing.
4. The Seller shall furnish a Quit Claim Deed to Purchaser in fee simple, with dower rights released (if any), free and clear of all liens rights to take liens, assessments and

encumbrances whatsoever, except the following permitted encumbrances:

- a. Real estate taxes and assessments not due and payable;

The Permitted Encumbrances also shall include any matters waived or deemed waived by Purchaser pursuant to Paragraph 5.

5. Within ten (10) days after acceptance of this Agreement, the Purchaser shall obtain a title examination or commitment for an owner's policy of title insurance insuring Purchaser's title to the Property. The Purchaser shall furnish a copy of the examination report or commitment to the Seller. If the examination report or commitment shows that title to all or part of the Property is unmarketable, as determined by Ohio law, or is subject to any defect, lien or encumbrance that is not a Permitted Encumbrance, the Purchaser shall notify the Seller of its objections within the ten (10) day period or the same will have been deemed waived by the Purchaser. To the extent the Purchaser's objections involve monetary liens, Seller shall, upon receipt of the Purchaser's objections, promptly undertake and complete prior to or simultaneously to the closing all actions necessary to satisfy and eliminate the liens. If Seller elects not to remedy or remove the defect or encumbrance or is unable to do so, the Purchaser's sole remedy shall be to elect either to: (i) waive the defect or encumbrance and accept such title to the Property as Seller is able to convey or (ii) terminate this Agreement. The Purchaser shall so elect by delivering written notice to Seller on or before the date of the closing, and if the Purchaser fails to give such notice, it shall be deemed to have exercised election (i). If the Purchaser terminates the Agreement as provided in clause (ii), both the Purchaser and the Seller shall be released from all obligations under this Agreement, and the Deposit, if one was provided, shall be returned to the Purchaser. All costs of the title examination or title insurance

commitment and policy shall be paid for by the Purchaser.

6. Should the buildings or any other improvements upon the aforesaid property be damaged or destroyed prior to closing, then the Purchaser, may, at Purchaser's option: (1) elect to continue this in full force and effect, in which case the Seller shall forthwith assign the Purchaser all rights of the Purchaser to the insurance recovery due by reason of said damages, or (2) elect to rescind and void this Agreement, and thereupon there shall be returned to the Purchaser all money, papers or documents deposited by Purchaser, and there shall be returned to Seller all papers or documents deposited by Seller. After the closing, the risk of loss shall be and is assumed by the Purchaser. There shall be no proration of insurance, it being the obligation of the Purchaser to procure Purchaser's own policies of insurance to be effective from and after the date of closing

7. The closing date of this transaction shall be no later than October 15th, 2020 or at such other time as may be mutually agreed upon, in writing, by the parties. The escrow agent herein shall be Hartung Title, 327 East Washington Street, Sandusky, Ohio 44870. All funds and documents required to close this transaction shall be deposited with said escrow agent on or before closing date. An executed counterpart of this Agreement shall be deposited with the escrow agent by the Purchaser and this Agreement shall serve as the escrow instructions. The escrow agent may attach its standard conditions of acceptance thereto; provided, however, that in the event such standard conditions are inconsistent or in conflict with the terms of this Agreement, this Agreement shall control.

8. Purchaser is not represented by a real estate broker or agent, therefore any fee paid to a broker shall not be paid in whole or in part by the Purchaser.

9. On the closing date, the escrow agent shall file or record the deed, and any other instruments, if any, required to be recorded pursuant to this Agreement and shall thereupon deliver to each of the parties, the funds and documents to which they shall be respectively entitled, together with its escrow statement.

In closing this transaction, the escrow agent shall charge the Purchaser with all closing costs and real estate taxes are not to be prorated as of the date of closing.

10. Purchaser shall be entitled to possession of the premises upon the closing of this transaction or at such later date as may be agreed to by the Purchaser but in no event shall possession by the Purchaser take place later than October 15th, 2020 unless otherwise agreed to in writing.

11. Seller makes the following representations and covenants to the Purchaser as of the date of this Agreement and the date of the closing:

- (a) The Property is not subject to any purchase contract or option.
- (b) That the Property is or will be vacant prior to closing and that there are not leases, tenancy rights, or other contracts or arrangements with respect to the Property. Additionally, Purchaser has the right to inspect the property 72 hours prior to closing to ensure vacancy. Seller shall complete a Notice of Voluntary Acquisition, URA forms, and any other similar documents as requested by the Purchaser for determination of vacancy for Community Development Block Grant (CDBG) purposes.
- (c) No work has been performed or labor, materials, equipment or fuel furnished to the Property within the last ninety (90) days (or, if any of the same have been performed or furnished, all persons who may have the right to assert a mechanic's lien have been fully paid).
- (d) To the best of Seller's knowledge, no toxic, explosive or otherwise dangerous material or hazardous substances have been concealed within, buried beneath, or released on or from the Property.

Sellers' representations and warranties shall survive the closing.

12. This Agreement sets forth the entire and 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. The 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 instrument.

14. This Agreement shall be binding upon and inure to the benefit of Seller and Purchaser and their respective heirs, legal representatives, and assigns.

SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, THIS SALE AND PURCHASE AGREEMENT has been executed by Seller as of the day and year first above written.

Sellers:

By: _____
William Frye

STATE OF OHIO)
) SS.
COUNTY OF ERIE)

Before me, a Notary Public in and for said County and State, personally appeared William Frye, the Seller, who acknowledged that he signed the foregoing instrument and the same is his free act and deed. IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at _____, Ohio, this _____ day of _____, 2020.

Notary Public

Sellers:

By: _____
Kayoko Irie-Frye

STATE OF OHIO)
) SS.
COUNTY OF ERIE)

Before me, a Notary Public in and for said County and State, personally appeared Kayoko Irie-Frye, the Seller, who acknowledged that she signed the foregoing instrument and the same is her free act and deed. IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at _____, Ohio, this _____ day of _____, 2020.

Notary Public

Purchaser(s):

By: _____

Eric Wobser
City Manager, Sandusky, Ohio

STATE OF OHIO)
) SS.
COUNTY OF ERIE)

Before me, a Notary Public in and for said County and State, personally appeared Eric Wobser, City Manager for the Purchaser, who acknowledges that he signed the foregoing instrument and the same is his free act and deed. IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at _____, Ohio, this ____ day of _____, 2020.

Notary Public

APPROVED AS TO FORM:

Justin Harris (#0078252)
Interim Law Director
City of Sandusky

CERTIFICATE OF DIRECTOR OF FINANCE

The undersigned, fiscal officer of the City of Sandusky, Ohio, hereby certifies that the money required to meet the obligations of the City during the year 2020 under the foregoing Agreement has been lawfully appropriated by the Council of the City for such purposes and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Director of Finance

EXHIBIT A
(LEGAL DESCRIPTION)

**Situated in the City of Sandusky, County of Erie and State of Ohio:
Lot Number Twelve (12) in MacArthur Park Subdivision as per Plat recorded in Volume 15 of
Plats, Pages 6 & 7.**

Commonly Known as 2132 Parkview Blvd, Sandusky, Ohio 44780

Parcel No. 58-00328-000



COMMUNITY DEVELOPMENT

240 Columbus Avenue

Sandusky, Ohio 44870

419.627.5707

www.cityofsandusky.com

To: Eric L. Wobser, City Manager

From: Matthew D. Lasko, Chief Development Officer

Date: August 14, 2020

Subject: Commission Agenda Item – Consent Agreement to Assignment

Items for Consideration: Legislation allowing the City of Sandusky to execute a Consent Agreement to Assignment (the “Agreement”) related to certain leased property commonly known as Battery Park and Battery Park Marina.

Background Information: The City of Sandusky and Sandusky Bay Development Company, Ltd., an Ohio corporation, entered into a Lease Agreement dated February 6, 1985, which was assigned to Sandusky Bay Investment Company, Ltd - which was approved by the City of Sandusky. This assignment of the lease was also effective February 6, 1985, and later amended by an Addendum dated February 25, 1991, and further amended on March 11, 1997.

Sandusky Bay Investment Company, Ltd. And Marous Development Group, LLC have entered into a Real Estate & Business Asset Purchase Agreement – which Marous Development Group, LLC later assigned to Battery Park Sandusky, LLC. The agreement, in simple terms, would transfer the marina and business assets to Battery Park Sandusky, LLC. Additionally, as part of the Real Estate & Business Asset Purchase Agreement, Sandusky Bay Investment Company, Ltd., wish to transfer, assign, and set over all of its rights under the original 1985 lease and subsequent addendums, and Battery Park Sandusky, LLC wishes to accept and assume the obligations of the lease agreement.

The original 1985 lease agreement, under Section 12.1 allows for Sandusky Bay Investment Company, Ltd. to assign the lease to a new party/entity, the consent of which cannot be reasonably withheld by the City of Sandusky. In order for the Real Estate & Business Asset Purchase Agreement to be fulfilled, the City of Sandusky must execute a Consent Agreement to Assignment which would approve an Assignment & Assumption of Lease Agreement to be entered into by Sandusky Bay Investment Company, Ltd. and Battery Park Sandusky, LLC. Pursuant to the Real Estate and Business Asset Purchase Agreement, the due diligence period expires on September 1, 2020 and the actual purchase of the existing marina and its assets would occur on or before November 1, 2020.

Budgetary Information: There is no budgetary impact with this legislation. All underlying terms, conditions, liabilities, etc...of the original lease agreement entered into in 1985 remain in full force and effect.

Action Requested: It is requested that the proper legislation be prepared to allow the City to execute the Agreement permitting Sandusky Bay Investment Company, LTD to assign its lease rights to Battery Park Sandusky, LLC. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter in order to immediately execute the Consent Agreement that is necessary for the assignment of the lease agreement and transfer of the marina and business assets to Battery Park Sandusky, LLC, for the continuance of recreational amenities for the public.

Matthew D. Lasko, MUPDD, MSSA
Chief Development Officer

I concur with this recommendation:

Eric Wobser, City Manager

cc: McKenzie Spriggs, Clerk of the City Commission
Justin Harris, Interim Law Director
Michelle Reeder, Finance Director
Aaron Klein, Public Works Director

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE THE CONSENT AGREEMENT TO ASSIGNMENT RELATING TO THE BATTERY PARK AND BATTERY PARK MARINA PROPERTY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City owns the property commonly known as Battery Park and Battery Park Marina and has leased the property to Sandusky Bay Development Company, Ltd. since 1985 for the development, rehabilitation, and operation of the property for the purpose to improve and increase recreational facilities available to the public; and

WHEREAS, the Lease Agreement, which was assigned to Sandusky Bay Investment Company, Ltd., was amended by Addendum dated February 25, 1991, and further amended by Addendum to Lease Agreement dated March 11, 1997; and

WHEREAS, Sandusky Bay Investment Company, Ltd. and Marous Development Group, LLC have entered into a Real Estate & Business Asset Purchase Agreement, which Marous Development Group, LLC later assigned to Battery Park Sandusky, LLC, for the transfer of the marina and business assets to Battery Park Sandusky, LLC; and

WHEREAS, pursuant to the Real Estate & Business Asset Purchase Agreement, Sandusky Bay Investment Company, Ltd. wishes to transfer, assign, and set over all of its rights under the original 1985 lease and subsequent addendum and Battery Park Sandusky, LLC wishes to accept and assume the obligations of the lease agreement; and

WHEREAS, in order for the Real Estate & Business Asset Purchase Agreement to be fulfilled, the City must execute a Consent Agreement to Assignment, approving the Assignment and Assumption of Lease Agreement between Sandusky Bay Investment Company, Ltd. and Battery Park Sandusky, LLC; 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 Consent Agreement to Assignment that is necessary for the assignment of the lease agreement and transfer of the marina and business assets to Battery Park Sandusky LLC, for the continuance of recreational amenities for the public; and

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

accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. This City Commission approves of the Consent Agreement to Assignment relating to the Battery Park and Battery Park Marina property and authorizes and directs the City Manager to execute the Consent Agreement to Assignment on behalf of the City, a copy of which is marked Exhibit "A" and is attached to this Ordinance and is specifically incorporated as if fully rewritten herein together with such revisions or additions thereto as are approved by the Law Director as not being substantially adverse to the City and as being consistent with carrying out the terms of this Ordinance.

Section 2. This City Commission agrees to and accepts Battery Park Sandusky LLC as an assignee under the existing Lease Agreement for the Battery Park and Battery Park Marina property.

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: _____
MCKENZIE E. SPRIGGS
CLERK OF THE CITY COMMISSION

Passed: August 24, 2020

CONSENT AGREEMENT TO ASSIGNMENT

This Consent Agreement to Assignment (the “Consent”) is made effective this __ day of _____, 2020 (the “**Effective Date**”) by the City of Sandusky, Ohio, an Ohio chartered municipal corporation, which, with its successors and assigns, is hereinafter referred to as “Lessor”.

1. The undersigned, being the Lessor under that certain Lease Agreement dated as of February 6, 1985, by and between Lessor and Sandusky Bay Investment Company, Ltd., as lessee and successor in interest to Sandusky Bay Development Company, Ltd. (“**SBIC**”), with the consent of Lessor pursuant to that certain Lease Assignment effective February 6, 1985, as amended by that certain Addendum dated February 25, 1991, and further amended by that certain Addendum to Lease Agreement dated March 11, 1997 (collectively, the “**Lease**”) hereby consents to the above assignment of the Lease by Lessee to Battery Park Sandusky LLC, an Ohio limited liability company (“**BPS**”), pursuant to Section 12.1 of the Lease, and agrees to and accepts BPS as an assignee under the Lease, together with BPS’ assumption of all obligations to Lessor under the Lease. Notwithstanding Section 12.1 of the Lease, Lessor releases SBIC from the Developer’s Continuing Liability from and after the Effective Date of this Consent; provided, however, that the foregoing release is unique to SBIC and shall in no way release BPS from the Developer’s Continuing Liability in the event of a future assignment or subleasing pursuant to Section 12.1.

2. Lessor does not waive the right to consent to any other future assignment or subleasing of all or any portion of the leased premises pursuant to Section 12.1 of the Lease by granting the above request.

3. From and after the Effective Date, Lessor shall indemnify BPS from any and all costs, expenses, claims, losses, damages, liabilities and judgments (including reasonable attorneys' fees) arising out of (i) the removal and/or relocation of any underground utilities which are located within the Easement Area (as defined below) if and to the extent the removal and/or relocation of which is necessary in connection with BPS’ development of the property which is the subject of the Lease and (ii) any alleged and/or asserted rights of third-parties pursuant to any unrecorded easements, licenses, occupancies and agreements, which were reserved by Penn Central Corporation, a Pennsylvania corporation (“**Penn**”) in that certain

Quitclaim Deed from Penn to Lessor dated June 11, 1980, and recorded in Volume 484 Page 895, Erie County, Ohio Recorder (collectively, the “**Unrecorded Penn Easements**”), and are unknown to BPS as of the Effective Date (collectively, the “**Lessor Indemnities**”). The Easement Area shall be that area labeled as “Item 15, City of Sandusky, Old Pier Track Right of Way, Volume 484, Page 895” on that certain ALTA/NSPS Land Title Survey of Battery Park and Marina prepared by Riverstone dated [_____]. Notwithstanding anything in this Section 3 to the contrary, the forgoing Lessor Indemnities shall only be enforceable against Lessor to the extent permitted under Ohio law, as finally determined in the state or federal courts of Ohio located in the City of Sandusky, Ohio. Lessor expressly acknowledges and agrees that the Lessor Indemnities, as described in this Section 3, shall be enforceable at all times by BPS against Lessor during the Term of the Lease.

4. Capitalized terms used but not otherwise defined herein shall have the meanings given such terms in the Lease.

This Consent was authorized, certified, and approved by the Commissioners of the City of Sandusky on _____ by _____.

CITY OF SANDUSKY, OHIO,
an Ohio chartered municipal corporation

By: _____

Name: _____

Title: _____

STATE OF OHIO)
) SS:
COUNTY OF _____)

Acknowledged before me, a Notary Public in and for said County and State aforesaid, personally appeared _____, as the _____ of the City of Sandusky, Ohio, an Ohio chartered municipal corporation, who acknowledged that he/she did sign the foregoing instrument and on behalf of said corporation. This is an acknowledgment clause. No oath or affirmation was administered to the signers.

GIVEN, under my hand and Notarial Seal this _____ day of _____, 2020.

NOTARY PUBLIC



COMMUNITY DEVELOPMENT

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5707
www.cityofsandusky.com

To: Eric L. Wobser, City Manager

From: Matthew D. Lasko, Chief Development Officer

Date: August 14, 2020

Subject: Commission Agenda Item – Owen Sound Lease

Items for Consideration: Legislation authorizing and directing the City Manager to execute a Lease Agreement with Owen Sound Transportation Company, Ltd. (the “Lessee”) for transportation services at the Jackson Street Pier.

Background Information: The City of Sandusky originally entered into a lease agreement with Lessee on May 24th, 1995 for dockage and other ancillary uses on Jackson Street Pier. The agreement permitted the Lessee to provide ferry service from Sandusky to Pelee Island, Ontario, Canada and other points along the Lake Erie Shoreline. The original lease agreement at the time was critical to providing water transportation between the United States and Canada which had existed for approximately fifty (50) years prior to the original lease agreement.

The original lease agreement terminated on April 30, 2004. Since then, the City and the Lessee have entered into sixteen (16) lease addendums covering the years 2004-2019 with only modest alterations to the terms – namely annual dockage fees and hours of operation at the Jackson Street Pier. The City was approached by Lessee about entering into a new long-term Lease Agreement given the improvements and alterations that have been made to the Jackson Street Pier.

The initial term of the Lease Agreement will commence in 2020 and terminate April 30, 2027 – covering seven (7) travel seasons. During the initial terms of the Lease Agreement, the Lessee will pay a total of \$800,000.00, broken down as \$114,285.71 in Years 1-4 annually and \$114,285.72 for Years 5-7. Rent in Year 1 will be due by November 1, 2020 and in Years 2-7 will be due by June 1 in full. After the initial term, there are two (2), three (3) year renewal periods with an initial annual lease rate of \$12,000 beginning on May 1, 2027 which is subject to a 3% annual rent escalator.

Budgetary Information: The City shall receive a total of \$800,000.00 during the initial term of the Lease Agreement. \$114,285.71 will be paid in Years 1-4 while Years 5-7 will yield \$114,285.72 annually. All revenues are to be deposited into the Capital Fund during the initial term. Lease payments made during the renewal terms are to be deposited into the General Fund.

Action Requested: It is requested that the proper legislation be prepared to allow the City Manager to execute the Lease Agreement with Lessee. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter to expedite passage in order for all parties to begin operational planning and budgetary planning so the Pelee Islander can continue service at Jackson Street Pier.

Matthew D. Lasko, MUPDD, MSSA
Chief Development Officer

I concur with this recommendation:

Eric Wobser, City Manager

cc: McKenzie Spriggs, Clerk of the City Commission
Justin Harris, Interim Law Director
Michelle Reeder, Finance Director
Aaron Klein, Public Works Director

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A LEASE AGREEMENT WITH OWEN SOUND TRANSPORTATION COMPANY, LIMITED, FOR THE UTILIZATION OF DOCKAGE SPACE AT THE JACKSON STREET PIER; AND DECLARING THAT THIS ORDINANCE TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City and Owen Sound Transportation Company, Limited, entered into a Lease Agreement on May 24, 1995, for the purpose of docking ferries and the loading and unloading of passengers and motor vehicles onto and off the ferries, which expired on April 30, 2004, and subsequently was extended by addendum for the past sixteen (16) years; and

WHEREAS, the agreement permitted Owen Sound Transportation Company, Limited, to provide ferry service between Sandusky and Pelee Island, Ontario, Canada and other points along the Lake Erie Shoreline and at the time was critical to providing water transportation between United States and Canada which has existed for approximately fifty (50) years prior to the original lease agreement; and

WHEREAS, Owen Sound Transportation Company, Limited, approached the City to enter into a new long-term Lease Agreement given the improvements and alterations that have been completed to the Jackson Street Pier; and

WHEREAS, the initial term of the Lease Agreement will commence in 2020 and terminate April 30, 2027, effective annually during the travel season from May 1st through September 30th, with two (2), three (3) year renewal periods; and

WHEREAS, the City will receive a total of \$800,000.00 during the initial term of the Lease Agreement with \$114,285.71 being paid in Years 1-4 annually and \$114,285.72 annually from Years 5-7 and all revenue will be deposited in the Capital Fund during the initial term and revenue during the renewal terms will be deposited in the General Fund; 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 Lease Agreement and allow for operational planning so the Pelee Islander can continue service at the Jackson Street Pier when the international travel bans are lifted and the ferry services resume; and

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

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

Section 1. The City Manager is authorized and directed to enter into a

Lease Agreement with the Owen Sound Transportation Company, Limited, for the utilization of dockage space at the Jackson Street Pier with the initial term commencing in 2020 and terminating on April 30, 2027, effective during the travel season from May 1st through September 30th annually, substantially in the same form as attached to this Ordinance and marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as being consistent with the objectives and requirements of this Ordinance and with carrying out the City's public purposes.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
MCKENZIE E. SPRIGGS
CLERK OF THE CITY COMMISSION

Passed: August 24, 2020

LEASE AGREEMENT

This Lease Agreement made and entered into at Sandusky, Ohio, this _____ day of _____, 2020, by and between the City of Sandusky, Ohio, an Ohio chartered municipal corporation, hereinafter referred to as the “Lessor” acting by and through the City Manager of the City of Sandusky, Ohio and pursuant to the authorization contained in Ordinance No. _____; and the Owen Sound Transportation Company, Limited, of Owen Sound, Ontario, Canada, hereinafter referred to as the “Lessee.”

WITNESSETH:

Whereas, it is the intention and desire of the Lessee to assume the responsibility for the operation of ferry service between the City of Sandusky, Ohio and Pelee Island, Ontario, Canada and other points on Lake Erie Shoreline of Ontario, Canada; and

Whereas, the Lessor is the owner of a dock facility located within the municipal limits of the City of Sandusky, Ohio and upon the Sandusky Bay, which is known as the Jackson Street Pier; and

Whereas, for a period of some seventy-five (75) years, more or less, there has continuously maintained a ferry service between the City of Sandusky, Ohio and Pelee Island, Ontario, Canada and points along the Lake Erie Shoreline of Ontario, Canada; and

Whereas, it is the intention and desire of the parties hereto that the Lessee lease a portion of the Jackson Street Pier boat dock as set forth hereinbelow for the purpose of docking not more than two (2) ferries, the loading and unloading of passengers and motor vehicles, and the pursuit of other functions incident thereto; and

Now therefore, in consideration of the mutual covenants herein contained, the parties hereto agree as set forth hereinbelow:

SECTION 1- GRANT OF LEASE

Lessor, in consideration of the rents to be paid and the covenants and agreements to be performed and observed by the Lessee, does hereby lease to the Lessee and the Lessee does hereby lease the property described in Exhibit “A” attached and incorporated herein (the “Leased Premises”), together with, as part of the parcel with all improvements located thereon.

Further, as a part of this agreement, the Lessee, its officers, agents, employees, successors, invitees, and licensees shall enjoy the license and right of access to said pier, and to the property of the City of Sandusky, Ohio appurtenant thereto, in common with the City of Sandusky, Ohio, and other lawful users thereof, to the extent that said access is reasonably incidental to the use by the Lessee of the dockage space leased hereunder.

Additionally, if the building and/or area currently used by Lessee for the purpose of ticket sales shall become unavailable to the Lessee for its said purpose, the Lessor may choose to replace or repair the structure at the Lessor's sole discretion and the design or redesign of the structure will be at the Lessor's sole discretion.

The Lessee shall pay in full and shall hold the Lessor harmless from any and all utility costs and expenses related to the Lessee's use and occupancy of said structure, and the use and occupancy by its vessels of the subject of the premises.

SECTION 2 - CUSTOMS

Upon availability of funds, the Lessor shall provide a facility for use by the United States Customs and Border Protection in conjunction with their requirements relative to the arrival and departure of Lessee's vessels. If the Lessor is unable to provide the required facility, the Lessor or the Lessee shall have the right to terminate this Agreement, subject to the Termination Section 6 hereinbelow.

SECTION 3 - TERM

This Agreement is for an initial term of seven years and shall begin on June 1, 2020 and terminate on April 30, 2027.

SECTION 4 – RENT

Lessee agrees to pay the Lessor and the Lessor agrees to accept, during the term hereof, at such place the Lessor shall from time to time direct by notice to the Lessee, annual rent set forth in the following table:

Year 1: \$114,285.71, first payment due on or before November 1, 2020

Year 2: \$114,285.71

Year 3: \$114,285.71

Year 4: \$114,285.71

Year 5: \$114,285.71

Year 6: \$114,285.71

Year 7: \$114,285.71

A late fee of 5% of the annual rent shall be assessed if payment is not postmarked or received by Lessor on or before June 1st annually. Lessee acknowledges that said rent payments include costs for capital improvements made by Lessor based upon promises made by Lessee that Lessee would lease the premises. Lessor made said improvements to the premises with the understanding that Lessee will reimburse Lessor through annual rent payments that include the costs of said improvements. Lessor acknowledges that if Lessor causes said lease to be terminated or otherwise prevents Lessee from leasing said premises, then Lessor acknowledges that Lessee does not owe any future rent payments that may become due under the annual rent table (above).

This proration of rent payments or waiver of future rent payments only applies in situations where Lessor terminates or prevents Lessee from leasing said premises. The proration or waiver of future rent payments does not apply in situations expressly outlined in Section 6 and Section 16 of this Agreement.

Further, Lessee shall be responsible for and shall pay all utility expenses incidental to the Lessee's actual use of the demised premises.

SECTION 5 - RENEWAL OPTION

This Agreement is renewable for two (2) three (3) year renewal periods at an annual rate of \$12,000 beginning in May 1, 2027. The rental rate shall be subject to a three percent (3%) annual rent increase for both renewal terms. Either party must give thirty (30) days written notice if they do not desire to renew the Agreement. Upon failure to give such notice, this Agreement

will automatically renew for a period of three (3) years on the same terms. This notice requirement shall continue for all subsequent renewal periods.

SECTION 6 – TERMINATION

Termination shall not affect any obligations of either party for conduct occurring on or prior to the effective date of termination. Should the U.S. Customs and Border Protection, or similar office, terminate their agreement with the Lessor, then the Lessor may terminate this agreement. Termination shall not affect the obligation of Lessee to pay entire balance of \$800,000.00, should there be a balance, of costs of improvements.

SECTION 7- USE OF PROPERTY BY LESSEE

The lessee shall utilize the demised premises, and shall exercise the rights afforded it hereunder for the docking of the ferry vessel known as the "Pele Islander," or other vessels engaged in ferry service for the appropriate loading and unloading of motor vehicles and passengers onto and from the same, and for functions directly related and necessarily incident thereto; and the Lessee hereby irrevocably elects not to claim depreciation or an investment credit for federal income tax purposes with respect to the described premises; this irrevocable election is binding on the Lessee and all successors in interest under this lease. In the event, however, the Lessee hereafter elects to substitute another vessel or other vessels for either or both of the said "Pele Islander," the same shall be susceptible to service and use in conjunction with the improvements of the subject premises. In the event the Lessee elects to make substitutions of vessels which are not so susceptible, the Lessee shall bear fully the cost and expense of modifying and adjusting such improvements to accommodate the same, which include, but not limited to, dredging and any ramp improvements.

SECTION 8 – NON-EXCLUSIVE USE

That the parties hereto expressly acknowledge that other entities and individuals enjoy or may enjoy the privilege of utilizing the docking slip in common with the Lessee, portions of the premises demised hereunder and/or affected hereby, including, but not by way of limitation, the right of Lake Erie Island Cruises LLC (Goodtime) or any successor thereto or assign thereof, to

utilize a portion of the dockage space, the area at the Jackson Street pier, and the Lessee covenants and agrees that it will exercise its rights hereunder so as to avoid interference with the same; The Lessee enjoys hereunder the right to utilize the demised premises for the purposes allowed it as to the "Peelee Islander" from May 1st through September 30th, annually. In the event that emergency circumstances, or unforeseen events or occurrences beyond the control or direction of the Lessee necessitate the occupation or use of the subject premises by the Lessee beyond or in addition to the time periods set forth herein, and allowed the Lessee hereby, the Lessee shall be afforded the privilege to so occupy and use the premises to the extent and for a duration which are reasonably necessary under the circumstances, with the understanding that said occupation and use shall be effected in a manner calculated and designed to minimize the impact and effect upon the lawful and permitted use of the premises by Lake Erie Island Cruises LLC (Goodtime).

Should the Lake Erie Island Cruises LLC (Goodtime) or any successor company fail to utilize the dock, the City will use its best efforts to assist Lessee in finding linepersons.

SECTION 9 – TENANT TO OBEY LAWS AND MITIGATE DAMAGE

The Lessee shall not use or occupy, or suffer or permit the use or occupation of the premises at issue hereunder or a portion thereof for any purpose contrary to law, or to the rules or regulations of any public authority, or in any manner so as to increase the risk of personal or property damage other than that necessarily incident to the use thereof in a manner consistent herewith.

SECTION 10 – DAMAGE

Lessee shall make full and complete compensation for any damage caused to the Lessor's physical property, normal wear and tear excepted, by the Lessee's negligent act or omission, and/or that of any of its officers, employees, servants, agents, contractors, licensees, or invitees, or those for whom it is in law responsible, or for damage attributable to the equipment owned, operated and/or used by the Lessee, its officers, employees, servants, agents, contractors, licensees, or invitees, or those for whom it is in law responsible

SECTION 11 – LIMITATION OF DAMAGES AND REMEDIES

Even if advised of the possibility of such damages, in no event shall the Lessor be liable for (i) personal injury or property damages, or (ii) lost profits, work stoppage, or any other special, indirect or consequential damages of any kind. In the event of the Lessor's breach or failure to perform any obligation under this Agreement, the Lessor's entire liability and the Lessee's exclusive remedy shall be, at the Lessor's option, either (i) return of the monetary consideration paid to the Lessor under this Agreement minus the costs of construction of the improvements attributable to the Lessee (\$800,000.00), or (ii) the Lessor's performance of any obligation that failed to satisfy the terms of this Agreement.

SECTION 12 - ASSIGNMENT AND SUBLETTING

Lessee shall not assign this Agreement, any portion thereof, and/or any of its rights hereunder, or to sublet said premises or any part thereof, or to permit or suffer boats, ships, or watercraft other than those specifically identified herein to occupy or to utilize the same without the herein express prior written consent of the Lessor, which consent shall not be unreasonably withheld. Lessor acknowledges and agrees that the following does not constitute an assignment or sublet, and does not require the consent of the Lessor for the same, the use or occupation of all or part of the premises by any governmental agency, ministry, department, or corporation affiliated with the Province of Ontario for or in relation to any use which is consistent with the terms and provisions of the Agreement.

Lessee shall have the right to assign its obligations and rights under this Agreement to any successor resulting from a merger, or in connection with a sale of all or substantially all of the assets of Lessee; provided, however, that Lessee provides the Lessor with an executed form of assignment and assumption evidencing the successor in interest's assumption of liability for the full and faithful performance of all the terms, covenants, conditions and provisions under this Agreement.

SECTION 13 – SURRENDER

Lessee covenants and agrees to deliver up and to surrender to the Lessor the possession and control of the premises upon the expiration of this Agreement or upon its termination as herein provided in as good condition and repair as same shall be at the commencement of the said term, natural and normal wear excepted. Lessee shall be liable to the Lessor for any damage to the premises beyond natural and normal wear.

SECTION 14 – SECURITY INTEREST IN THE PREMISES

In no event shall Lessee assert any ownership interest in or to the premises. Lessee shall not grant or permit any person or business entity to assert a security or other interest in the premises. At all times during the term of this Agreement, Lessee shall ensure that the premises is identified as being owned by the Lessor.

SECTION 15 – DEFAULT

If Lessee fails to keep and perform any of the covenants of this Agreement after having been given 30 days to cure said default, or if Lessee shall abandon or vacate said premises during the term of this Agreement, or make assignment for the benefit of creditors, or if the interest of the Lessee in said premises shall become subject to sale under execution or legal process, or if the leasehold is seized by a trustee in bankruptcy, or if a receiver is appointed is appointed for the Lessee by a court, the Lessor may, at the election of the Lessor, cancel and terminate this Agreement, re-enter the premises, and again have, repossess, and enjoy the same, and this Agreement shall cease and be void., except as otherwise specifically set forth herein below, without prejudice to any remedies of the Lessor which may otherwise be available at law; and, then and in any such event, Lessor shall be entitled to receive from the Lessee, in addition to any and all actual damages which the Lessor may suffer as a result of such occurrence, as liquidated damages in relation to the same, any and all balances of rental consideration provided hereunder for any and all periods of the leasehold interested created hereby, which then remain unpaid, whether due or not yet due, including the costs of improvements (\$800,000.00).

SECTION 16 – ACT OF GOD

In the case of damage to the leased premises by an act of God or other casualty, the Lessor shall have the option to terminate this Agreement or to repair the premises. If the Lessor elects to make such repairs, Lessor shall attempt to make any such repairs within a reasonable time. If the premises are partially untenable, the rent shall be prorated to an extent corresponding with the part that is untenable, and for the period corresponding with the period in which the premises are partly or entirely untenable, but in no event will this alleviate the Lessee's liability for costs of improvements (\$800,000.00).

SECTION 17 – MAINTENANCE

During the term of this Agreement, Lessor shall be responsible for all routine maintenance at its own cost, in coordination with the Lake Erie Island Cruises (Goodtime) or any successor company, in order to keep this docking facility in a safe and operating condition. Should there be maintenance, repairs, upgrades, or requirements needed to conform to the requirements of U.S. Customs and Border Protection Lessor may renegotiate the Rents due under Section 4 above. Nothing in this section impacts Lessee's continued responsibilities and covenants under Sections 11 and 12 above.

SECTION 18 – NON-WAIVER OF DEFAULTS

Any failure of the Lessor at any time, or from time to time, to enforce or require the strict keeping and performance of any of the terms and conditions of this Agreement, or to exercise a right hereunder, shall not constitute a waiver of such terms, conditions or rights, and shall not affect or impair the same, or the right of the Lessor to avail itself of the same.

SECTION 19 – ENTIRE AGREEMENT/MODIFICATION

This Agreement supersedes any and all agreements, both oral and written, between the Lessor and Lessee with respect to the lease of the premises and contains all of the covenants and agreements between the City and Lessee. Each party acknowledges that no representations, inducements, promises, or agreements, written or oral, have been made by either party, or by anyone acting on behalf of either party, that are not embodied in this Agreement. Any

modification to this Agreement shall be effective only if it is in writing and signed by both the Lessor and Lessee.

SECTION 20 – DISCLAIMER OF WARRANTIES

Lessor disclaims and excludes all warranties, express and implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose, concerning the premises leased under this Agreement. The Parties acknowledge and agree the premises shall be leased and accepted “AS IS” with all defects.

SECTION 21 – BIND AND INURE

This Agreement and all of the terms, covenants, conditions, and provisions hereof shall be binding upon and shall inure to the benefit of the Parties hereto, their respective successors and assigns.

SECTION 22 – REPAIRS AND MAINTENANCE OF SURROUNDING AREA

During the term of this Agreement, or the extension thereof, Lessor may be engaged in the modification, repair, and/or improvement of the Jackson Street Pier, including the premises demised hereunder or affected hereby. Such modifications repairs, and/or improvements will be carried out by the Lessor without unreasonable interference with the quiet enjoyment by the Lessee of its rights and interest in the premises created by this Agreement.

SECTION 23 – INSURANCE

During the effective periods of this lease or any extension or renewal thereof, the Lessee hereby acknowledges and agrees that its assumption of loss of the premises shall attach upon the commencement of this Agreement. Lessee shall, at its sole expense, obtain and maintain throughout the term of this Agreement insurance for its vessels. Lessee shall provide Lessor with adequate and appropriate evidence of such policy.

SECTION 24 – CURRENCY

All references to dollar amounts in this Lease Agreement are deemed to be in US currency.

SECTION 25 – GOVERNING LAW

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

SECTION 26 – NOTICE

Unless otherwise specified, all notices, communications and consents required by this Agreement shall be given or served in writing and forwarded by email, with proof of service retained, and certified mail, return receipt requested, to:

For the City: City Manager
City of Sandusky
240 Columbus Avenue
Sandusky, Ohio 44870
ewobser@ci.sandusky.oh.us

With a copy to: Law Director
City of Sandusky
240 Columbus Avenue
Sandusky, Ohio 44870
thayberger@ci.sandusky.oh.us

For Owen Sound Transportation: XXXXXX
XXXXX
XXXXX
XXXXX
XXXXX

The date of receipt of all notices, communications, and consents shall be the date of email as long as proof of sending is provided, if not, the date of receipt shall be the date of receipt via certified mail.

SECTION 27 – 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.

SECTION 28 – SECTION HEADINGS

All section headings are for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

IN WITNESS WHEREOF, Owen Sound Transportation and the City of Sandusky have duly executed this Agreement.

Lessee: The Owen Sound Transportation Company, Limited

By: _____

Province of Ontario)

)ss:

District of Nipissing)

Before me, a Notary Public, personally appeared _____ on the _____ day of August, 2020, who, after having been first duly sworn, acknowledged that they are the persons identified hereinabove, they are properly authorized and empowered to execute this document for and on behalf of The Owen Sound Transportation Company, Limited, and that the same was their free act and deed.

Notary Public:

Lessor: The City of Sandusky, Ohio

By: _____

The State of Ohio)

)ss:

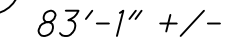
Erie County)

Before me, a Notary Public, personally appeared City Manager, Eric Wobser, on the _____ day of August, 2020, who, after having been first duly sworn, acknowledged that he is the person identified hereinabove, that he is properly authorized and empowered to execute this document for and on behalf of the City of Sandusky, Ohio, and that the same was his free act and deed.

Notary Public:

Approved as to form:

Justin D. Harris, Interim Law Director
City of Sandusky, Ohio



LEGEND



DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5829

To: Eric Wobser, City Manager

From: Aaron Klein, Director

Date: August 10, 2020

Subject: **Commission Agenda Item – Change Order #2 with Donley, Inc.
Jackson Street Pier Rehabilitation project**

ITEM FOR CONSIDERATION: Legislation approving Change Order #2 to Donley, Inc. of Cleveland, Ohio to complete items to be part of the Jackson Street Pier Rehabilitation project.

BACKGROUND INFORMATION: The adopted Bicentennial Comprehensive Plan proclaimed a desire to reconstruct the Jackson Street Pier (Pier) in coordination with the rehabilitation of Shoreline Drive. A detailed explanation of the history of the project starting with that Bicentennial Plan through conceptual engineering, including comprehensive public involvement and selection of the design-build team (DBT) can be found in the original Commission Agenda Item to award the project to Donley, Inc. (Donley's) at the Sandusky City Commission meeting on October 9, 2018. A contract was awarded to Donley's for \$7,865,993.00 via ordinance 18-193. Change Order #1 was approved via ordinance 20-030. To avoid clutter and to provide more of a focus on each item below, the original Commission Agenda communications will not be reiterated herein.

For clarity of the information below, a Potential Change Order (PCO) number is given to those items that are not yet approved. Once a PCO is approved, it will be given a Change Directive number. In addition to Donley's internal process, all costs and designs have gone through an extensive evaluation by various City staff, Osborn Engineering, KS Associates and the Ministry of Transportation, Ontario.

The City and the design consultant had substantial conversations with the U.S. Department of Homeland Security (DHS), U.S. Customs and Border Protection (CBP) throughout the preliminary design process. However, for purposes of national security, there was certain information that could not be provided on the plans or in the specifications when they were provided to potential bidders. This information could only be provided to the design build team (DBT) awarded the project after certain forms were signed. Therefore, the City and Osborn elected to place a lump sum allowance, titled Customs Allowance, of \$500,000 in the contract that would be designated strictly for the build out of the US Customs facility.

Also at that time, the City had ongoing discussions with the Ministry of Transportation, Ontario (MTO) regarding extending their lease, the specific vessel that would utilize the new facility and contributions to the specific portions of the project that could be attributed to their operations and use of the Jackson Street Pier.

PCO-020: Customs Design

After signing the appropriate documents and reviewing the material provided by CBP, the DBT submitted their breakdown of costs for design of the facility. This also included a detailed, staged review process through various divisions with DHS and their subcontractors and

subconsultants to ensure compliance with the Land Port of Entry Design Standard, September 2014 (LPOE).

The previous CBP facility was grossly out of compliance with LPOE standards for many years. In 2015, the federal government had requested that the entire facility, screening process, buildings, IT equipment, security, audio/visual, waiting areas, etc. be brought into compliance with their standards. At that time, the City was pursuing the Bicentennial Plan that had a focus on re-envisioning the Jackson Street Pier, which meant that their operations would likely be relocated from its previous location. CBP was very accommodating by approving the City's request to maintain the previous status, with minor improvements, until we could proceed with the planning, design and construction of the new Jackson Street Pier.

The cost for PCO-020 will be \$99,150.75. It was reviewed by the City of Sandusky and Osborn engineering for consistency with typical design costs and the requirements of CBP and MTO. This PCO will be pulled from the available dollars within the Customs Allowance and is not associated with Change Order #2.

PCO-38a-c: Mooring Posts, Bumpers and Fenders

In 2019, with the full construction project underway, MTO adjusted their original plans to use the Jiimaan for service to Sandusky, by deciding to stay with the Pelee Islander for the time being for a variety of reasons. This provided some benefits and some difficulties as the project design was required to be adjusted. At that time, MTO agreed to work with the City and the DBT to meet the needs of the Pelee Islander as it would no longer be a side-loading vessel but a stern loading vessel. The Pelee Islander made a test run in September of 2019 to ensure that the Pelee Islander could be utilized and MTO was very encouraged by the results.

The Pelee Islander is much smaller than the Jiimaan, which means that there would not be tie-offs and large mooring posts needed about twenty feet in from the slip to ensure the vessel could securely load and unload passengers and their vehicles. The Pelee Islander allowed for smaller mooring posts to be installed much closer to the perimeter of the Pier. However, with the new stern-to berthing, the vessel will have to back down the slip which is not a natural operation for the ferry operators employed by Owen Sound. Hence, additional bumpers were required the full length of the sheet piling along the pier wall. In addition, fenders will be installed on the northwest corner of the Jackson Street Pier.

The City is awaiting communication from MTO as to when a second test run will occur that can inform the contractor of the appropriate stop pile location that would be used to secure the stern of the vessel allowing safe vehicular travel from the Pier to the ramp to the vessel deck, and vice versa. With the travel restrictions in place, there is no set date for this test run. Until those stop piles are installed, MTO may have to limit travel to non-vehicular travel once the ferry operations are scheduled to restart.

The cost for PCO-038 will be \$86,524.40. This Ministry of Transportation, Ontario has agreed to pay the full amount of these requested capital improvements as part of their lease extension. It was reviewed by the City of Sandusky and Osborn engineering for consistency with typical design costs and the requirements of the MTO. This PCO is included in Change Order #2.

PCO-042: Customs Construction

After receiving final approval from CBP, the DBT submitted their breakdown of costs for construction of the facility. It should be noted that CBP and their subcontractors and subconsultants were extremely accommodating to ensure that only the necessary requirements of the LPOE were included in the final design. The process was thorough, and the officers made decisions based on the facility being a seasonal, remote facility that is staffed from their Port Clinton office as required by the ferry service schedule. For example, the permanent installation

of computer terminals was swapped for portable workstations. However, I assure you that no security measures were compromised during the design of the facility. All U.S. DHS requirements were still met throughout the design and construction of the CBP station.

CBP staff have been updated on the Pier's progress for the last 5 years and been involved in the design process since 2017. Their involvement in the construction and presence at site walks and progress meetings has been invaluable in reducing potential time delays that could have mounted due to the lengthy processes for review and approval by so many personnel. They are extremely excited to open and operate out of their new facility.

The cost for PCO-042 will be \$593,789.00. It was reviewed by the City of Sandusky and Osborn engineering for consistency with typical construction costs and to ensure that the field requirements of CBP, MTO and the City of Sandusky were met. As shown on the attached change order, \$400,849.25 of this PCO will be pulled from the Customs Allowance. This portion was not included in Change Order #2. This Ministry of Transportation, Ontario has agreed to pay the remaining amount of \$192,975.60 as part of their lease extension. This amount of the PCO is included in Change Order #2.

City staff and Osborn Engineering have been doing an exceptional job of reviewing all of the change orders for consistency and accuracy, as well as the construction.

To accommodate this additional work and because of delays in obtaining materials for the pavilion resulting from COVID-19, the contractor is requesting an additional 21 calendar days to complete those two facilities. This would extend the contract from May 22, 2020 to June 12, 2020. The remainder of the project (Ticket House, Restrooms and public space) will not require an extension for substantial completion.

BUDGETARY INFORMATION: The original contract with Donley's, per ordinance 18-193 was \$7,865,993.00. Change Order #1 increased the total contract amount to \$8,044,686.00. The additional \$279,500 requested as Change Order #2 will increase the contract to \$8,324,186.00. The below information shows the current costs, updated costs and proposed funding sources. Individual funding allocations for each proposed additional work item is included in the description of the additional work above.

| Funding Source | CO #1 Contract | Change Order #2 | Updated Contract |
|---|-------------------|--------------------|---------------------|
| OWDA, Sewer Fund, Storm* | \$ 349,542 | | \$ 349,542.00 |
| OWDA, Water Fund* | \$ 476,580 | | \$ 476,580.00 |
| OWDA, Sewer Fund, Sanitary* | \$ 166,585 | | \$ 166,585.00 |
| CDBG (Revolving Loan Fund) | \$ 210,157 | | \$ 210,157.00 |
| Capital Fund (Chesapeake TIF Proceeds) | \$4,361,129 | | \$ 4,361,129.00 |
| State of Ohio* | \$ 70,000 | | \$ 70,000.00 |
| Private Donation (Hogrefe) | \$ 50,000 | | \$ 50,000.00 |
| Private Donation (Civista) | \$ 150,000 | | \$ 150,000.00 |
| Private Donation (LESI) | \$ 25,000 | | \$ 25,000.00 |
| Private Donation (Mylander) | \$1,350,000 | | \$ 1,350,000.00 |
| Private Donation (Mylander) | \$ 157,000 | | \$ 157,000.00 |
| Private (Owen Sound) | \$ 500,000 | \$ 279,500.00 | \$ 779,500.00 |
| Programming / Marketing Funds (Issue 8) | \$ 148,693 | | \$ 148,693.00 |
| Private (Joe Lamb) | \$ 15,000 | | \$ 15,000.00 |
| EDIC Appropriation* | \$ 15,000 | | \$ 15,000.00 |
| Total | \$8,044,686 | \$ 279,500.00 | \$ 8,324,186.00 |

*OWDA loans were approved via ordinance 18-218. Acceptance of the State of Ohio grant was approved via ordinance 001-20R. The EDIC appropriation was approved by the City Commission via Ordinance 20-029 on February 10, 2020.

ACTION REQUESTED: It is recommended that legislation for Change Order #2 for the Jackson Street Pier Rehabilitation project with Donley, Inc. in the amount of \$279,500.00, for a total contract amount of \$8,324,186.00, with a time extension for 21 days be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to avoid further project delays and timely payment to the contractor for work performed.

I concur with this recommendation:

Eric Wobser
City Manager

cc: M. Spriggs, Commission Clerk; M. Reeder, Finance Director; J. Harris, Interim Law Director

CERTIFICATE OF FUNDS

In the Matter of: Jackson Street Pier Rehab Project – Change Order #2

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

Account # 431-6860-55990

By: _____



Michelle Reeder

Finance Director

Dated: 8/20/2020

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO APPROVE THE SECOND CHANGE ORDER FOR WORK PERFORMED BY DONLEY’S, INC., OF CLEVELAND, OHIO, FOR THE JACKSON STREET PIER REHABILITATION PROJECT IN THE AMOUNT OF \$279,500.00; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

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

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

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

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

WHEREAS, this City Commission approved the First Change Order for additional work for the Ticket House & Foundation and Pavilion Facility in the amount of \$178,693.00 and for the extension of the completion date from March 14, 2020, to May 22, 2020, by Ordinance No. 20-030, passed on February 10, 2020; and

WHEREAS, this Second Change Order provides for an extension of the completion date from May 22, 2020, to June 12, 2020, and for additional work including the U.S. Customs and Border Protection facility in the amount of \$279,500.00; and

WHEREAS, the current contract with Donley’s, Inc. was \$8,044,686.00 and with the addition of this Second Change Order in the amount of \$279,500.00, the revised contract cost is \$8,324,186.00 and will be paid as follows:

| | |
|----------------------------------|---------------|
| OWDA - Sewer Funds (Storm Water) | \$ 349,542.00 |
| OWDA - Water Funds | \$ 476,580.00 |
| OWDA - Sewer Funds (Sanitary) | \$ 166,585.00 |

| | |
|--|------------------------|
| CDBG Funds (Revolving Loan Fund) | \$ 210,157.00 |
| Capital Funds (Chesapeake TIF proceeds) | \$ 4,361,129.00 |
| ODNR Grant Funds | \$ 70,000.00 |
| Private Funding | \$ 2,247,000.00 |
| Private Funding (Owen Sound Transportation) | \$ 279,500.00 |
| Economic Development Incentive Committee | \$ 15,000.00 |
| Appropriation | |
| Programming / Marketing Funds | \$ 148,693.00 |
| Total | \$ 8,324,186.00 |

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately approve the Second Change Order to avoid further project delays and make timely payment to the contractor for work already performed; 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 Change Order for work to be performed for the Jackson Street Pier Rehabilitation Project in an amount **not to exceed** Two Hundred Seventy Nine Thousand Five Hundred and 00/100 Dollars (\$279,500.00) resulting in a revised contract cost of Eight Million Three Hundred Twenty Four Thousand One Hundred Eighty Six and 00/100 Dollars (\$8,324,186.00) with Donley’s, Inc., of Cleveland, Ohio, and to extend the completion date from May 22, 2020, to June 12, 2020.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
MCKENZIE E. SPRIGGS
CLERK OF THE CITY COMMISSION

Passed: August 24, 2020



DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: August 12, 2020

Subject: **Commission Agenda Item – 2020 – 2025 Binocular Agreement**

ITEM FOR CONSIDERATION: Legislation requesting approval to enter into a five-year lease agreement with Tower Optical Company, Inc. for binocular installation on various city-owned properties.

BACKGROUND INFORMATION: During the redesign process of the Jackson Street Pier in 2018, it was recognized that there was not an agreement in place to allow Tower Optical to install, operate or maintain the binoculars at that location. The proposed lease agreement will allow Tower Optical of South Norwalk, Connecticut to install, operate and maintain two coin-operated binocular viewers on the Jackson Street Pier as well as one existing viewer on each the Meigs Street Pier and Shoreline Park. The City will direct Tower Optical where the viewers shall be located on the Jackson Street Pier as well as Shoreline Park upon completion of the concrete stabilization project.

Tower Optical plans to reinstall the viewers on the pier when their company lifts the travel ban to Ohio, but we do not have a date at this time. The agreement will begin September 1, 2020 and continue through November 30, 2025, with two optional 5-year extensions.

BUDGETARY INFORMATION: There is no cost to the City to enter into this agreement. In fact, the Sandusky Fire Department will collect the coins from the viewers on a regularly basis for Tower Optical and retain 40% of the revenue for the Sandusky Firefighters Charity Fund. Also, Tower Optical will pay an annual fee of \$100.00 plus 5% of all revenues attributable to the viewers.

ACTION REQUESTED: It is recommended that proper legislation be prepared allowing the City Manager to enter into a five (5) year lease agreement with Tower Optical Company, Inc. for the purpose of installing, maintaining and operating binocular viewers at specified locations be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter to allow the owner to install the binoculars as soon as the travel bans are lifted.

I concur with this recommendation:

Eric Wobser
City Manager

cc: M. Spriggs, Commission Clerk; M. Reeder, Finance Director; J. Harris, Acting Law Director

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A BINOCULAR AGREEMENT WITH THE TOWER OPTICAL COMPANY, INC. OF SOUTH NORWALK, CONNECTICUT, FOR COIN OPERATED VIEWERS AT THE JACKSON STREET PIER, MEIGS STREET PIER, AND SHORELINE PARK; AND DECLARING THAT THIS ORDINANCE TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, The Tower Optical Company has operated and maintained coin operated viewers at the Jackson Street Pier, Meigs Street Pier, and Shoreline Park in the City of Sandusky, County of Erie, and State of Ohio, for a number of years; and

WHEREAS, during the redesign process for the Jackson Street Pier in 2018, it was realized that an agreement was not in place to allow Tower Optical to install, operate, or maintain the binoculars at the Jackson Street Pier; and

WHEREAS, the City desires to contract with Tower Optical to install, operate, and maintain new coin operated viewers on the Jackson Street Pier and to continue to operate and maintain the coin operated viewers currently at the Meigs Street Pier and Shoreline Park in accordance with the terms of this Agreement; and

WHEREAS, this Agreement will commence on September 1, 2020, and expire on November 30, 2025, and may be extended for two (2) additional five (5) year terms upon written agreement by both parties; and

WHEREAS, pursuant to the agreement, the Sandusky Fire Department will collect the coins from the viewers on a regularly basis and retain 40% of the revenue for the Sandusky Firefighters Charity Fund and Tower Optical will pay an annual fee of \$100.00 plus 5% of all revenues attributable to the viewers; 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 Tower Optical to install the binoculars at the Jackson Street Pier as soon as the travel ban are lifted; 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 Binocular Agreement with The Tower Optical Company, Inc., of South Norwalk, Connecticut, for coin operated viewers at the Jackson Street Pier, Meigs Street

Pier, and Shoreline Park for the term of September 1, 2020, through November 30, 2025, substantially in the same form as attached to this Ordinance and marked Exhibit "A", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as being consistent with the objectives and requirements of this Ordinance and with carrying out the City's public purposes.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
MCKENZIE E. SPRIGGS
CLERK OF THE CITY COMMISSION

Passed: August 24, 2020

BINOCULAR AGREEMENT

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 The Tower Optical Company, Inc., a Connecticut corporation, whose mailing address is P.O. Box 251, South Norwalk, Connecticut 06856-0251, herein referred to as "Tower Optical".

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

RECITALS

WHEREAS, Tower Optical has operated and maintained coin operated viewers at the Jackson Street Pier, Meigs Street Pier, and Shoreline Park in the City of Sandusky, County of Erie, and State of Ohio, for a number of years.

WHEREAS, the City began a construction project on the Jackson Street Pier, requiring Tower Optical to remove their coin operated viewers from the pier.

WHEREAS, the City desires to contract with Tower Optical to install, operate, and maintain new coin operated viewers on the Jackson Street Pier and to continue to operate and maintain the coin operated viewers currently at the Meigs Street Pier and Shoreline Park in accordance with the terms of this Agreement.

SECTION ONE TERM

The term of this Agreement shall commence on September 1, 2020 and shall expire on November 30, 2025, and may be extended for two (2) additional five (5) year terms upon written agreement by both parties.

SECTION TWO EQUIPMENT

Tower Optical shall provide no more than two (2) Tower Optical coin operated viewers for installation at mutually agreed upon sites on the Jackson Street Pier. Tower Optical shall

operate and maintain the coin operated viewers currently located at the Meigs Street Pier and Shoreline Park. Tower Optical is and shall remain the sole owner of all viewers installed, operated, and maintained under this Agreement. Viewers may not be altered or modified in any way without the express written consent of Tower Optical.

SECTION THREE MAINTENANCE, REPAIR, AND REPLACEMENT

Tower Optical officers and employees, or duly appointed agents, shall have free access to go upon the property described herein for the purpose of installing and/or removing its viewers, and/or collecting, servicing, repairing, and maintaining the same. The City shall oversee and direct any installation or removal of viewers to ensure City property is not damaged.

Tower Optical shall maintain the inside and outside of each viewer and make any repairs needed on a timely basis. The City may provide Tower Optical with notice when any viewer requires maintenance or repair and Tower Optical shall, as soon as possible but not later than five (5) business days after the receipt of such notice, shall undertake the maintenance and repair required at Tower Optical's expense. Tower Optical may remove any viewer for maintenance and repair so long as Tower Optical provides a suitable substitute viewer at no cost to the City. If a viewer is damaged and rendered unusable, Tower Optical shall replace the station at no cost to the City.

Tower Optical, at its sole cost and expense, shall update or replace any and all viewers if new technology becomes available which supersedes technology or equipment currently utilized by the viewers at the Jackson Street Pier, Meigs Street Pier, and Shoreline Park.

SECTION FOUR FINANCIAL PROVISIONS

Tower Optical agrees to allow the Sandusky Fire Department to collect all monies from said viewers on a regularly scheduled basis. The Sandusky Fire Department shall retain 40% of the monies for the Sandusky Firefighters Charity Fund and shall remit the remaining 60% to Tower Optical.

Tower Optical shall pay an annual fee of one hundred dollars (\$100.00) to the City. Such annual fee shall be paid by the 10th day of January, annually, except for the first year this Agreement is enacted, in which such annual fee shall be paid before viewers are installed on the Jackson Street Pier. Additionally, Tower Optical agrees to pay the City a fee equal to five percent (5%) of all revenues attributable to the viewers at the Jackson Street Pier, Meigs Street Pier, and Shoreline Park. These fees payable by Tower Optical to the City shall be paid by the 10th day of January, for the previous calendar year in which Tower Optical receives the revenue attributable to the viewers located at the Jackson Street Pier, Meigs Street Pier, and Shoreline Park.

SECTION FIVE LIABILITY

The City shall notify Tower Optical regarding any viewer and/or installation covered under this Agreement which is deemed unsafe for public use. Tower Optical shall assume all risks of damage, theft, pilferage, and vandalism. The City shall not be held responsible for any damage to the viewers being installed on the Jackson Street Pier, so long as the damage is not caused by negligence or intentional misconduct of the City.

SECTION SIX TERMINATION

Either party may terminate this agreement by giving the other party written notice by certified mail at least thirty (30) days before the desired termination date.

SECTION SEVEN GOVERNING LAW

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

SECTION EIGHT INDEMNIFICATION

Tower Optical agrees to indemnify, hold harmless, protect, and defend the City, its governing board, officers, employees and agents from and against every claim or demand which may be made by any person, firm, or corporation, or any other entity arising from or caused by Tower Optical's performance of this Agreement.

SECTION NINE ASSIGNMENT

Neither the City nor Tower Optical shall assign or transfer its interest or obligations under this Agreement to any third party, without the written consent of the other. Tower Optical shall have the right to assign its obligations and rights under this Agreement to any successor resulting from a merger, or in connection with a sale of all or substantially all of the assets of Tower Optical; provided, however, that Tower Optical provides the City with an executed form of assignment and assumption evidencing the successor in interest's assumption of liability for the full and faithful performance of all the terms, covenants, conditions and provisions under this Agreement.

SECTION TEN 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.

SECTION ELEVEN NOTICE

Unless otherwise specified, all notices, communications and consents required by this Agreement shall be given or served in writing and forwarded by email, with proof of service retained, and certified mail, return receipt requested, to:

For the City: City Manager
 City of Sandusky
 240 Columbus Avenue
 Sandusky, Ohio 44870
 ewobser@ci.sandusky.oh.us

With a copy to: Law Director
City of Sandusky
240 Columbus Avenue
Sandusky, Ohio 44870
thayberger@ci.sandusky.oh.us

For Tower Optical: The Tower Optical Company, Inc.
PO Box 251
South Norwalk, Connecticut 06856-0251
info@toweropticalco.com

The date of receipt of all notices, communications, and consents shall be the date of email as long as proof of sending is provided, if not, the date of receipt shall be the date of receipt via certified mail.

SECTION TWELVE POST AGREEMENT PROCEDURES

Upon termination or expiration of this Agreement, without renewal, Tower Optical and the City shall cooperate in any transition of the services provided under this Agreement. Tower Optical shall return the property in question back to its condition prior to installation of viewers within thirty (30) days of the date of termination or expiration of this Agreement. The provisions of this Section shall survive the termination or expiration of this Agreement.

SECTION THIRTEEN ENTIRE AGREEMENT/MODIFICATION

This Agreement supersedes any and all agreements, both oral and written, between the City and Tower Optical with respect to Tower Optical's viewers at the Jackson Street Pier, Meigs Street Pier, and Shoreline Park and contains all of the covenants and agreements between the City and Tower Optical. Each party acknowledges that no representations, inducements, promises, or agreements, written or oral, have been made by either party, or by anyone acting on behalf of either party, that are not embodied in this Agreement.

Any modification to this Agreement shall be effective only if it is in writing and signed by both the City and Tower Optical.

**SECTION FOURTEEN
BINDING EFFECT**

All the terms and conditions of this Agreement shall be binding on the City and Tower Optical, and their respective heirs, legal and personal representatives, successors and assigns.

In witness whereof, The Tower Optical Company, Inc. and the City of Sandusky have executed this contract form.

Date: _____

The Tower Optical Company, Inc.:

By: _____
(Authorized Signature)

(Print Name & Title)

Date: _____

City of Sandusky:

By: _____
Eric Wobser, City Manager

Approval: The legal form and correctness of the
within instrument is hereby approved.

Justin D. Harris (#0078252)
Interim Law Director, City of Sandusky



DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Jane E. Cullen, P.E.

Date: August 11, 2020

Subject: Commission Agenda Item- Jaycee Park Connector Trail

ITEM FOR CONSIDERATION: Requesting legislation authorizing the City to accept bids for the Jaycee Park Connector Trail Project.

BACKGROUND INFORMATION: This project consists of installing a 10' (ten) wide asphalt multi-use path in Jaycee Park along the west edge of park from Milan Road south to Lane Street. The path will also connect into the Osborn Street and McKelvey Street entrances. An alternate bid item for resurfacing Osborne Street from the park entrance to Wayne Street and for McKelvey Street from the park entrance to Milan Road is also part of the bid documents.

The Jaycee Park Connector Trail is part of the 2018 Bicentennial Vision which was adopted in 2016 and involved an 18-month process incorporating extensive public involvement throughout neighborhoods in the City. The City's planning department conducted a Neighborhood Initiative in 2017 that included Jaycee Park, which is located in the Central Neighborhood area.

Both of these processes revealed an opportunity to connect local residents in neighborhoods by using a multi-use path through Jaycee Park north to Huron Park and then to Shoreline Park and the downtown waterfront. The Jaycee Park Connector Trail is the first phase of this north-south corridor.

BUDGETARY INFORMATION: The estimated construction cost of \$140,000.00 will be funded with the Capital Fund (Sandusky Neighborhood Initiative). The Randolph J. & Estelle M. Dorn Foundation has provided the funding for this project through the Sandusky Neighborhood Initiative funds.

ACTION REQUESTED: It is recommended that proposed Jaycee Park Connector Trail Project 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 in order to bid the project, receive competitive prices and begin and complete the construction and installation prior to the asphalt plants closing this year.

I concur with this recommendation:

Eric Wobser, City Manager

Aaron Klein, P.E., Director

cc: M. Spriggs, Commission Clerk; M. Reeder, Finance Director; Justin Harris, Interim Law Director

RESOLUTION NO. _____

A RESOLUTION DECLARING THE NECESSITY FOR THE CITY TO PROCEED WITH THE PROPOSED JAYCEE PARK CONNECTOR TRAIL 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, the proposed Jaycee Park Connector Trail Project involves the installation of a 10 (ten) foot wide asphalt multi-use path in Jaycee Park along the west edge of the park from Milan Road south to Lane Street which will connect into the Osborn Street and McKelvey Street entrances; and

WHEREAS, this project also includes an alternate bid item for resurfacing Osborne Street from the park entrance to Wayne Street and resurfacing McKelvey Street from the park entrance to Milan Road; and

WHEREAS, the Jaycee park Connector Trail is the first phase of the north-south corridor plan to connect local residents in neighborhoods by using a multi-use path through Jaycee Park north to Huron Park and continuing to Shoreline Park and the downtown waterfront; and

WHEREAS, the total estimated construction cost for this project is \$140,000.00 and will be paid with Capital Funds through the Sandusky Neighborhood Initiative Fund which were provided by the Randolph J. & Estelle M. Dorn Foundation; 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, receive competitive prices and award a contract so the project can begin and the construction and installation can be completed prior to the asphalt plants closing this 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 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 Jaycee Park Connector Trail 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 Jaycee Park Connector Trail 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 Jaycee Park Connector Trail 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: _____
MCKENZIE E. SPRIGGS
CLERK OF THE CITY COMMISSION

Passed: August 24, 2020



DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Joshua R. Snyder, P.E.

Date: August 10, 2020

Subject: **Commission Agenda Item – Permission to Bid the 2020 Shared Driveway Construction Project**

ITEM FOR CONSIDERATION: Requesting legislation authorizing the City to accept bids for the 2020 E. Market Street Shared Driveway Construction Project.

BACKGROUND INFORMATION: The City has recently been approached by several individuals/families that are looking to construct residential housing in and around the downtown area. There does not exist many vacant parcels around the downtown area. Therefore, this has naturally led folks to look at the large, current City owned land/parcels near the intersection of E. Market Street and Warren Street as options – which also aligns with our Strategic/Master Plan which calls for infill residential in this area. More specifically, there has been interest regarding the City owned parcel at 430 E. Market Street - which can easily accommodate several residential structures if subdivided.

As the City explored the idea of new residential housing in this area, and talked in detail with the Planning Department and Public Works Department, it was critical to both be responsive to the desires of individuals/families looking to invest and live/stay downtown but also design the area in a way that is founded on sound urban design principles and pays attention to addressing pedestrian and bicycle safety. It was through this conversation the City began to explore the idea of constructing a rear alleyway off Franklin Street to accommodate new residential structures on E. Market Street between Franklin Street and Warren Street. To accomplish the creation of similarly sized, new residential lots through the re-platting process, and to install a new shared private alleyway (memorialized through easements), it is exponentially easier to do if common ownership of all the real estate in question exists. It is for these reasons that the City is acquiring acquire two (2) parcels at the southeast corner of E. Market and Franklin, subsequently re-platting them (along with the adjacent parcels at 430 E. Market Street and 216 Franklin Street), ultimately constructing the alleyway and then marketing and selling the five (5) lots.

Commission recently approved the purchase of two (2) lots on the southeast corner of E. Market and Franklin, and the re-platting process is underway. As discussed at the July 27th, 2020 City Commission meeting, staff anticipated approaching Commission soon to bid the alleyway construction.

The project involves excavation of existing earthen material, placement and leveling of stone aggregate sub-base and multiple layers of asphalt pavement courses as a surface. The resultant pavement will become the shared driveway for all adjacent parcels to use. The existing driveway approach will also be replaced with concrete, as needed. The pavement is designed as a “modified” AASHTO (American Association of State Highway and Transportation Officials) asphalt pavement, with a life expectancy of 20 years.

BUDGETARY INFORMATION: The estimated cost of the project including engineering, inspection, advertising, construction and miscellaneous costs, is \$33,415.29. The full project will be paid from the Real Estate Development Fund. The Real Estate Development Fund will be reimbursed with sales proceeds from the sale of the five (5) parcels abutting the easement/shared driveway.

ACTION REQUESTED: It is recommended that the proper legislation be approved accepting bids for the 2020 E. Market St. shared driveway construction project under suspension of the rules and in full accordance with Section 14 of the City Charter in order to complete construction before the asphalt plants close in November.

I concur with this recommendation:

Eric Wobser
City Manager

Aaron Klein, P.E.
Director

cc: M. Spriggs, Commission Clerk; M. Reeder, Finance Director; J. Harris, Interim Law Director

Exhibit "A"



RESOLUTION NO. _____

A RESOLUTION DECLARING THE NECESSITY FOR THE CITY TO PROCEED WITH THE PROPOSED 2020 SHARED DRIVEWAY CONSTRUCTION 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, the City was approached by several individuals interested in constructing residential housing in and around the downtown area and more specifically, interested in the City owned property at 430 E. Market Street, formerly part of the Sandusky Cabinets property, which can easily accommodate several residential structures, if subdivided, and subsequently the City began to explore the idea of constructing a rear alleyway off Franklin Street to accommodate new residential structures on E. Market Street between Franklin Street and Warren Street; and

WHEREAS, it was decided that in order to create similarly sized, new residential lots through the re-platting process and to install a new shared private alleyway, memorialized through easements, it would be exponentially easier with common ownership of all the real estate; and

WHEREAS, this City Commission approved the purchase of the property located at 208 Franklin Street and 410 E. Market Street, Parcel Nos. 56-003480.000 and 56-00349.00 by Ordinance No. 20-106, passed on July 27, 2020, and this property, along with the City's adjoining properties located at 430 E. Market Street and 216 Franklin Street, are in the process of being re-platted to create five (5) lots; and

WHEREAS, the proposed 2020 Shared Driveway Construction Project involves excavation of existing earthen material, placement and leveling of stone aggregate sub-base, and multiple layers of asphalt pavement designed as a "modified" AASHTO (American Association of State Highway and Transportation Officials) asphalt pavement with a life expectancy of 20 years, creating a surface that will become the shared driveway for all adjacent parcels to use and the project also includes replacing the existing driveway approach as needed with concrete; and

WHEREAS, the total estimated cost for this project, including engineering, inspection, advertising, construction, and miscellaneous costs, is \$33,415.29 and will initially be paid with Real Estate Development Funds and reimbursed back into the fund upon sale of the five (5) parcels; 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, receive competitive prices and award a contract so the project can be completed prior to the asphalt plants closing in November; 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 Departments of Public Works and 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. 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 2020 Shared Driveway Construction 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 2020 Shared Driveway Construction 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 2020 Shared Driveway Construction 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.

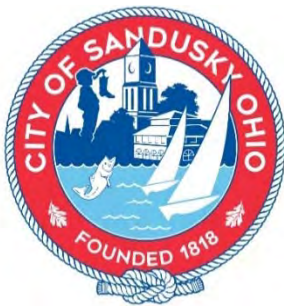
Section 5. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Resolution were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted 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: _____
MCKENZIE E. SPRIGGS
CLERK OF THE CITY COMMISSION

Passed: August 24, 2020



DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Joshua R. Snyder, P.E

Date: August 10, 2020

Subject: Commission Agenda Item- Professional Design Services Agreement with The Mannik & Smith Group, Inc. (Mannik Smith Group) for a water line design as part of the Meigs Street Reconstruction & Multi-Use Path Project, PID 105033

ITEM FOR CONSIDERATION: Legislation for approval to enter into a Professional Design Services Agreement for the design of a water line as part of the Meigs Street Reconstruction & Multi-Use Path PID 105033 with Mannik Smith Group (MSG) of Maumee, Ohio.

BACKGROUND INFORMATION: The roadwork project of Meigs Street from Water to First Street is already under design however, with water flow and supply needs in that area, it is necessary that the City extend greater water service North of Washington Street. Through recent flow testing and data, it was realized that this portion of Meigs Street and furthermore this area of town, is deficient in water pressure and flow capabilities for the health and safety of residents and visitors in that area. This water line design will require additional professional engineering design. The budgetary information reflects the additional professional design services to accomplish this. The optimal time to have this work done is while there is already an extensive roadway project happening in the same area and a contractor will already be mobilized to this area working underground. Some survey work has already been performed as part of the roadway project in this area by the Mannik Smith Group.

BUDGETARY INFORMATION: The original cost for professional design services was \$233,195.00. The City's share of this additional amount is the entire \$19,500, and will be paid with Water Funds. The total revised cost of professional design services for this project is \$252,695.00.

ACTION REQUESTED: It is recommended that an ordinance for a professional design services contract for the Mannik Smith Group for the Meigs Street Reconstruction & Multi-Use Path waterline design for \$19,500 be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to proceed with the design services and to meet the ODOT schedule deadline of having Stage 2 Plans submitted by October 30, 2020.

I concur with this recommendation:

Eric Wobser
City Manager

Aaron Klein, P.E.
Director

cc: M. Spriggs, Commission Clerk; M. Reeder, Finance Director; J. Harris, Interim Law Director

CERTIFICATE OF FUNDS

In the Matter of: Mannik & Smith Group Design of Meigs St Reconstruction & Multi-Use Path

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 # 612-6870-55990

By: _____



Michelle Reeder

Finance Director

Dated: 8/20/2020

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL DESIGN SERVICES WITH THE MANNIK & SMITH GROUP, INC., OF MAUMEE, OHIO, FOR THE MEIGS STREET RECONSTRUCTION & MULTI-USE PATH PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, Meigs Street is a highly used collector roadway in poor condition and the Meigs Street Reconstruction & Multi-Use Path Project will provide for improvements between Water Street and Sycamore Line, including roadway reconstruction and associated drainage north of Washington Street, pavement mill and overlay from Washington Street to Sycamore Line, pavement marking and signing, a multi-use path, sidewalk and curb ramp repairs or replacement as needed, drive repairs, tree removals and replanting, along with landscaping, hardscaping, and benches at two (2) bus stops; and

WHEREAS, the City Commission approved an agreement for Professional Design Services with The Mannik & Smith Group, Inc., of Maumee, Ohio, for the Meigs Street Reconstruction & Multi-Use Path Project by Ordinance No. 19-114, passed on June 24, 2019; and

WHEREAS, the City Commission amended Ordinance No. 19-114, passed on June 24, 2019, approving an amended agreement with Mannik & Smith Group, Inc., of Maumee, Ohio, for the Meigs Street Reconstruction & Multi-Use Path Project by Ordinance No. 19-149, passed on August 26, 2019; and

WHEREAS, during the design to reconstruct Meigs Street, it was realized through recent flow testing and data, that a portion of Meigs Street is deficient in water pressure and flow capabilities and the project would require additional professional design services to include a 20" waterline extension from Washington Street to Water Street; and

WHEREAS, the original cost of the professional design services was \$233,195.00 and this Amendment will increase the cost by \$19,500.00 for a total cost of \$252,695.00 and the additional cost will be paid with Water Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to proceed with the professional design services and to meet ODOT's schedule deadline to submit State 2 plans by October 30, 2020; and

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

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

THAT:

Section 1. The City Manager is authorized and directed to enter into an amendment to the Professional Design Services Agreement with The Mannik & Smith Group, Inc., of Maumee, Ohio, for the Meigs Street Reconstruction & Multi-Use Path Project (ERI-CR0505-0.00 Meigs Street, PID No. 105033), consistent with the proposal submitted, a copy of which is marked Exhibit "A" and attached to this Ordinance, in an amount **not to exceed** Nineteen Thousand Five Hundred and 00/100 Dollars (\$19,500.00) for a total amount **not to exceed** Two Hundred Fifty Two Thousand Six Hundred Ninety Five and 00/100 Dollars (\$252,695.00).

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: _____
MCKENZIE E. SPRIGGS
CLERK OF THE CITY COMMISSION

Passed: August 24, 2020



1160 Dublin Road, Suite 100, Columbus, Ohio
43215
Tel: 614.441.4222 Fax: 888.488.7340
www.MannikSmithGroup.com

CHANGE TO AGREEMENT FOR PROFESSIONAL SERVICES

MSG Project No.: SAND0023

Date: July 1, 2020

CLIENT: City of Sandusky

CLIENT CONTACT: Joshua R. Snyder, PE, CPSWQ, Assistant City Engineer

ADDRESS: 240 Columbus Ave. CITY, STATE ZIP: Sandusky, OH 44870

PHONE: 419.627.5875 EMAIL: jsnyder1@ci.sandusky.oh.us

PROJECT NAME: ERI-CR0505-0.00 - Meigs St. Waterline Extension

SCOPE OF WORK FOR MSG:

Project Background:

Due to development opportunities along the corridor and existing low water pressures, the City wishes to extend the existing 20" waterline from the intersection of Meigs St. and E. Washington St. to the intersection of Meigs St. and Water St. (approx. 1,000 ft). It has been confirmed that the existing line reduces to a 12" line in the vicinity of the intersection of Meigs St. and Washington St. Osborne Engineering is working with the developer for the adjacent site and has done some testing and analysis for the proposed development waterline requirements, which shall be provided so that we can coordinate needs/pressures/other information.

Other background information includes the following:

- The waterline design will become part of the construction plans for Meigs St., but will have a different funding source than roadway construction.
- Corrosive soils are present in this area of Ohio. The design, per City standards, will incorporate ductile iron pipe with poly wrap and cathodic protection.
- The design criteria will follow the City of Sandusky waterline design standards as provided.
- Limestone bedrock will likely be encountered during construction.
- Service lines to existing businesses and residences along the extension will need reconnection.

Scope of Work:

The Preliminary Design process (Stage 2) will include:

Project Kick-off Meeting

- Meet with the City to reinforce project objectives, concerns & schedule
- Identify project constraints including traffic, continuation of water service
- Define project milestones/dates

Engineering Research

- Site inspection/visit to define project parameters; confirm existing utility locations and other project constraints.
- Review applicable record data as provided by the City and available through public sources/agencies
- Compile existing utility, roadway and right of way plans, subdivision plats as available for project area
- MSG will review geotechnical logs to determine presence/elevation of limestone bedrock in the waterline extension area.
- Design Team review of topographic/existing conditions maps for QA/QC of existing conditions
- Reconcile record drawings, waterline atlas sheets with mapping

Preliminary Design

- Compile Preliminary Alignment Plan & Profiles
- Provide a Preliminary Design Estimate of Probable Cost for the waterline, separate from the roadway project cost.
- Determine requirements for maintenance or service and continuity of service to all effected City customers throughout the project area and any variables that may cause outages
- Identify any by-pass design/service continuity requirements and maintenance of traffic concerns and proposed methods to provide residents with continued use of roadways and sidewalks, where applicable
- Make applicable utility contacts and discuss project and alignment constraints and plan review(s) with effected agencies
- We are anticipating that the Stage 2 plan set for waterline will include the following sheets:



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CHANGE TO AGREEMENT FOR PROFESSIONAL SERVICES

MSG Project No.: SAND0023
Date: July 1, 2020

No. of Sheets:

| | |
|---|--------------------------------|
| 2 | General Notes & Specifications |
| 1 | Standard Details |
| 2 | Water Main Plan and Profile |

The Final Design process will include:

Construction Drawing Compilation (Stage 3)

- We are anticipating that the Stage 3 plan set will include the following sheets:

No. of Sheets:

| | |
|---|-----------------------------------|
| 1 | Waterline Schematic / Index Sheet |
| 2 | General Notes & Specifications |
| 1 | Standard Details |
| 2 | Water Main Plan and Profile |

- Submit a Final Estimate of Probable Cost to the City for review and approval.
- Make applicable utility contacts and discuss project and alignment constraints and plan review(s) with effected agencies =
SECOND CONTACT

Final Tracings

- Incorporate the City review comments into the Final Construction Documents
- Because the line will be upsized more than one pipe size, we must submit a Water Supply Data Sheet to the OEPA; MSG will prepare an application and submit plans to the Ohio EPA for their approval
- Incorporate review comments, Internal QA/QC and value engineering review into plan revisions
- Issue Final Construction Drawings
- Submit Hardcopy and electronic copies of all documents to the City

ASSUMPTIONS:

- No sanitary sewer design is included in this proposal.
- The City will provide any engineering data and other existing information in their possession to MSG that may be useful in the performance of the professional services described in this proposal. These items include plans and specifications of existing facilities and similar documents for the project area, including storm sewer and sanitary sewer information.
- City will provide payment necessary for permits, if required.
- A separate Contract Bid Book is not included, all City waterline specifications will be referenced on the plan to the extent necessary.
- Bidding services, including, but not limited to public notices, advertisements, tracking of bidder's list, bid opening and bid logs, are not included in these services.

FEE SCHEDULE:

☒ TIME AND MATERIALS (ESTIMATE)

☐ LUMP SUM

PROJECT FEE \$ 19,500



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CHANGE TO AGREEMENT FOR PROFESSIONAL SERVICES

MSG Project No.: SAND0023

Date: July 1, 2020

SCHEDULE:

The above detailed work will be completed according to the following schedule:

- Preliminary Layout and Design to be complete with Stage 2 Roadway Plans on Oct. 2, 2020
- Final Design complete with Stage 3 Plans on August 1, 2021

AGREEMENT:

By execution of this Agreement, the Client authorizes The Mannik & Smith Group, Inc. to provide the services described above according to the Terms and Conditions previously established on December 16, 2019 between Client and The Mannik & Smith Group, Inc.

CITY OF SANDUSKY

THE MANNIK & SMITH GROUP, INC.

SIGNED: _____

SIGNED: _____

PRINTED: _____

PRINTED: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

SIGNED: _____

PRINTED: _____

TITLE: _____

DATE: _____



DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager
From: Aaron M. Klein, P.E.
Date: August 12, 2020
Subject: **Commission Agenda Item – Safety Fund Application for The Landing**

ITEM FOR CONSIDERATION: Legislation to authorize submission of a grant application to the Ohio Department of Transportation (ODOT) for the portions of the Sandusky Bay Pathway included in The Landing project and acceptance of funding through the Highway Safety Improvement Program (HSIP), if awarded.

BACKGROUND INFORMATION: Staff would like to submit an application to the Ohio Department of Transportation (ODOT) for safety funding. Items requested within the application were brought about as part of the design process for The Landing. The pathway sections included in the grant application would connect Cedar Point Drive to Sports Center.

1. The Pipe Creek and Old Railroad Connector – This portion of the Sandusky Bay Pathway runs between Cedar Point Drive and Cleveland Road. It spans Pipe Creek, runs along the old railroad bed, and connects to Cleveland Road at Bayshore Drive. Acquisition remains underway for some of these parcels.
2. The US-6 Sidepath – This portion of the Sandusky Bay Pathway runs along the north side of Cleveland Road between Bayshore Drive and Hemminger Ditch (just east of Knight's Inn). This portion is within the US-6 right of way.
3. Hemminger Trail, Boardwalk and Bridge – This portion of the Sandusky Bay Pathway includes a combination boardwalk and bridge to span Hemminger Ditch ending at the Cedar Point SportsCenter. Most of this portion is included within the easement recently donated by the Erie County Metroparks.

These routes have been supported by several staff members within ODOT, was included in the recent US-6 study performed by Erie Regional Planning Commission to which ODOT contributed, and will be part US Bike Route 30A. Staff and EDG were involved in an initial interview with ODOT's selection committee and should find out if awarded in late 2020 or early 2021.

BUDGETARY INFORMATION: The Not to Exceed cost of \$10,000 to prepare the grant is included in The Landing design contract with EDG. The City is requesting a grant totaling \$6,145,913.67 from the State of Ohio and would use \$1,084,573.00 of the proceeds from the Cleveland Road Tax Increment Financing (TIF) as the match money for this grant. This is approximately an 85/15 split.

ACTION REQUESTED: It is recommended that proper legislation be prepared allowing the city manager to submit a grant application to ODOT and that the necessary legislation be passed under suspension of

the rules and in accordance with Section 14 of the City Charter in order to immediately submit the application for funding and accept funds if awarded as applications are due in September.

I concur with this recommendation:

Eric Wobser
City Manager

cc: M. Spriggs, Commission Clerk; M. Reeder, Finance Director; J. Harris, Interim Law Director

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE FILING OF A GRANT APPLICATION WITH THE OHIO DEPARTMENT OF TRANSPORTATION FOR FINANCIAL ASSISTANCE THROUGH THE HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP) FOR PORTIONS OF THE SANDUSKY BAY PATHWAY INCLUDED IN THE LANDING PROJECT; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Ohio Department of Transportation (ODOT) dedicates funds annually through the Highway Safety Improvement Program to provide for highway safety treatments or corrective activity designed to alleviate safety problems or potentially hazardous situations; and

WHEREAS, the Sandusky Bay Pathway is a coastal trail that stretches along the waterfront from the east corporation limit to the west corporation limit with several other on-street and off-street trails networking City roads and the City-wide park system; and

WHEREAS, the City Commission approved agreements for professional design services with Environmental Design Group, LLC, of Akron, Ohio, for conceptual design and final designs for The Landing Project by Ordinance No. 17-058, passed on March 13, 2017, and Ordinance No. 18-127, passed on June 25, 2018; and

WHEREAS, the City desires to submit an application to the Ohio Department of Transportation for financial funding through the Highway Safety Improvement Program (HSIP) for the completion of three (3) sections of the Sandusky Bay Pathway which will connect Cedar Point Drive to the Cedar Point Sports Center and the sections are as follows:

1. The Pipe Creek and Old Railroad Connector - this portion runs between Cedar Point Drive and Cleveland Road and spans Pipe Creek, runs along the old railroad bed, and connects to Cleveland Road at Bayshore Drive;
2. The US-6 Sidepath - this portion runs along the north side of Cleveland Road between Bayshore Drive and Hemminger Ditch (just east of Knight's Inn) and is within the US-6 right of way;
3. Hemminger Trail, Boardwalk and Bridge - this portion includes a combination boardwalk and bridge to span Hemminger Ditch ending at the Cedar Point Sports Center.

WHEREAS, the City is requesting grant funds in the amount of \$6,145,913.67 and the matching share is \$1,084,573.00 which will be paid with proceeds from the Cleveland Road Tax Increment Financing (TIF); and

WHEREAS, Environmental Design Group, LLC, will be applying preparing the grant for the City and the cost for preparation is not to exceed \$10,000.00 and is included in professional design services agreement with Environmental Design Group, LLC, for The Landing Project; 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 application to the Ohio Department of Transportation which is due in September; and

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

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

Section 1. The City Manager is hereby authorized to execute and file a grant application on behalf of the City of Sandusky with the Ohio Department of Transportation for financial assistance through the Highway Safety Improvement Program (HSIP) for the portions of the Sandusky Bay Pathway included in The Landing Project and to execute any contracts or agreements on behalf of the City and lawfully expend funds consistent with the application should they be awarded.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
MCKENZIE E. SPRIGGS
CLERK OF THE CITY COMMISSION

Passed: August 24, 2020