



**SANDUSKY CITY COMMISSION  
REGULAR SESSION AGENDA  
DECEMBER 14, 2020 AT 5 P.M.  
CITY HALL, 240 COLUMBUS AVENUE**

<b>INVOCATION</b>	Dick Brady
<b>PLEDGE OF ALLEGIANCE</b>	
<b>CALL TO ORDER</b>	
<b>ROLL CALL</b>	W. Poole, B. Harris, D. Murray, D. Brady, N. Twine, M. Meinzer & D. Waddington
<b>APPROVAL OF MINUTES</b>	November 23, 2020
<b>AUDIENCE PARTICIPATION</b>	
<b>PUBLIC HEARINGS</b>	Vacation of portion of Fourth Street Vacation of alley located south of 1404-1424 Third Street
<b>COMMUNICATIONS</b>	Motion to accept all communications submitted below
<b>CURRENT BUSINESS</b>	

**CONSENT AGENDA ITEMS**

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

**LICENSE TO OPERATE FEE TO OHIO EPA FOR BIWW CY 2021**

**Budgetary Information:** The total amount of \$12,180.00 shall be paid with water funds and has been appropriated in the O & M budget for 2020.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the Finance Director to make payment to the State of Ohio Environmental Protection Agency for the renewal of the license to operate a public water system for the calendar year 2021; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

**ITEM B – Submitted by Greg Voltz, Planner**

**VACATION FOR A PORTION OF FOURTH STREET (FIRST READING)**

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

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed vacating a portion of Fourth Street, south of Third Street and north of Fifth Street, and located east of Arthur Street right-of-way, within the city, as set forth on the vacation plat, a copy of which is marked as exhibit "A-2", attached to this ordinance and incorporated herein.

**ITEM C – Submitted by Greg Voltz, Planner**

**VACATION OF AN ALLEY LOCATED SOUTH OF 1404-1424 THIRD STREET (FIRST READING)**

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

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed vacating a portion of alley located south of 1404-1424 Third Street, within the city, as set forth on the vacation plat, a copy of which is marked as exhibit "A-2", attached to this ordinance and incorporated herein.

**ITEM D – Submitted by Debi Eversole, Housing Development Specialist**

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

**Budgetary Information:** The cost associated with this purchase agreement is the total amount of the title examination, recording and transfer fees and deed preparation. Any such costs shall be recouped by the City from the nonrefundable earnest money deposits required to be paid by Purchaser 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 \$124.00 per year.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed declaring that real property owned by the city as part of the Land Reutilization Program identified as Parcel No. 59-00107.000 located at 627 Decatur Street, Sandusky, is no longer needed for any municipal purpose and authorizing execution of a purchase and sale agreement with respect to that real property; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

**REGULAR AGENDA ITEMS**

**ITEM #1 – Submitted by Josh Snyder, Assistant City Engineer**

**AMENDING CODIFIED ORDINANCE CHAPTERS 933 & 939**

**Budgetary Information:** There are no fees associated with making these administrative changes. The updated rates were calculated based on actual time and materials to complete the work by City staff. They were then compared to other cities to ensure Sandusky stays competitive and fair with other cities that have updated their same fees more frequently. Furthermore, the updated fees are to eliminate the fact that the City’s utilities, in turn protecting the residents who have been subsidizing a portion of the private developers and private haulers due to the age of the ordinance.

**(A) ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed amending Part Nine (streets, utilities, and public services code), Title Three (utilities), Chapter 933 (sewer regulations and rates), Section 933.07 (definitions), Section 933.15 (computation of connection charges), Section 933.17 (building sewer and sewer connections), Section 933.25 (rates), Section 933.27 (high strength surcharges), and Section 933.28 (miscellaneous charges) of the codified ordinances of the City of Sandusky in the matter and way specifically set forth herein below; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the City Charter.

**(B) ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed amending Part Nine (streets, utilities, and public services code), Title Three (utilities), Chapter 939 (water regulations and rates), Section 939.01 (service installation; connections to water mains or distribution pipes), Section 939.03 (setting tap charges), Section 939.04 (setting connection charges), Section 939.05 (private service lines in same trench with private sewers), 939.06 (new service lines equipped with water meter), 939.17 (nonreceipt of bill) of the codified ordinances of the City of Sandusky in the matter and way specifically set forth herein below; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the City Charter.

**ITEM #2 – Submitted by Aaron Klein, Director of Public Works**

**EXPENDITURE OF FUNDS FOR THE CLEAN OUT OF TANKS AND DISPOSAL OF MATERIAL AT BIWW**

**Budgetary Information:** The total actual cost for the cleanout work was \$28,671.78, split between the base purchase order price of \$9,167.19 and the cost increase of \$19,504.59. This includes material transport, equipment, labor, disposal fees and incidentals, to be paid from the Water Fund. If approved, the purchase order would be canceled and an expenditure for the total amount would be opened from the same account.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager and/or the Finance Director to expend funds for the clean out and disposal of the sodium hydroxide tank at the Big Island Water Works (BIWW) Plant in the amount of \$28,671.78; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

**ITEM #3 – Submitted by Jane Cullen, Project Engineer**

**AGREEMENT WITH BRAMHALL ENGINEERING & SURVEYING FOR E. MONROE STREET RESURFACING PROJECT**

**Budgetary Information:** The not to exceed cost for professional surveying services is \$11,029.00. ODOT will fund 80% eligible costs in the amount of \$8,823.20. The City’s 20% share of \$2,205.80 will be funded with Issue 8 Street Funds from the Capital Projects Fund.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement for professional services with Bramhall Engineering & Surveying Company of Avon, Ohio, for the east Monroe Street resurfacing project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

**ITEM #4 – Submitted by Michelle Reeder, Finance Director**

**AGREEMENT WITH MEEDER PUBLIC FUNDS FOR INVESTMENT ADVISORY SERVICES**

**Budgetary Information:** Meeder charges a fee of .09% of all funds under their management. We estimate Meeder to have \$8M of funds under their management initially, which will equate to an annual fee of \$7,200. The funds under management will fluctuate and are anticipated to grow in upcoming years, as currently invested securities mature. The total estimated annual cost of \$7,200 will be paid from the general fund.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement with Meeder Public Funds, Inc. of Dublin, Ohio, for investment advisory services; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

**ITEM #5 – Submitted by Michelle Reeder, Finance Director**

**AGREEMENT WITH ERIE COUNTY AUDITOR’S OFFICE FOR COLLECTION OF TRANSIENT OCCUPANCY TAX**

**Budgetary Information:** There is no fee for this service.

- (A) ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement with the Erie County Auditor’s Office for the collection of the city’s transient occupancy tax; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.
- (B) ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed amending Part One (administrative code), Title 193 (transient occupancy tax), Section 193.06 (reporting and remitting) and Section 193.07 (penalties and interest), of the codified ordinances of the City of Sandusky, in the matter and way specifically set forth herein below; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the City Charter.

**CITY MANAGER’S REPORT**

**OLD BUSINESS**

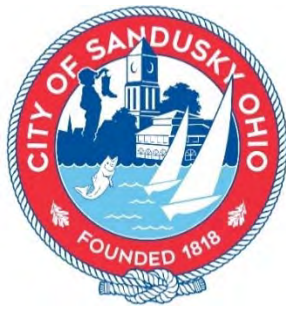
**NEW BUSINESS**

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

**EXECUTIVE SESSION(S)**

**ADJOURNMENT**

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



## DEPARTMENT OF PUBLIC WORKS

### *Big Island Water Works*

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

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: December 4, 2020

Subject: **Commission Agenda Item – Ohio EPA License to Operate Fee for BIWW CY 2021**

**ITEM FOR CONSIDERATION:** Legislation authorizing payment to the Ohio EPA for the annual licensing fee to operate Big Island Water Works for the calendar year 2021.

**BACKGROUND INFORMATION:** In accordance with Ohio Law (Ohio Revised Code 6109.21), public water systems in Ohio must obtain a License to Operate from the Director of the Ohio Environmental Protection Agency (Ohio EPA). Fees are determined by the number of service connections within the City and fee schedule set by Ohio EPA.

For calendar year 2021, the City of Sandusky is required to pay a license renewal fee for Big Island Water Works in the amount of \$12,180.00. The fee has remained unchanged since 2014.

**BUDGETARY INFORMATION:** The total amount of \$12,180.00 shall be paid with Water funds and has been appropriated in the O & M Budget for 2020.

**ACTION REQUESTED:** It is recommended that the proposed payment of the license to operate fee with the Ohio EPA be approved and the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to expend funds appropriated in the O & M budget for 2020 and to make payment prior to the December 31, 2020 due date.

I concur with this recommendation:

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Eric Wobser  
City Manager

cc: M. Spriggs, Commission Clerk; M. Reeder, Finance Director; B. Heil, Law Director

## CERTIFICATE OF FUNDS

In the Matter of: BIWW EPA License

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 #612-5230-53000

By: Michelle Reeder / s/

Michelle Reeder

Finance Director

Dated: 12/10/2020



Mike DeWine, Governor  
Jon Husted, Lt. Governor  
Laurie A. Stevenson, Director

November 2020

**Re: License to Operate Application**

Public Water System Owner:

In accordance with Ohio Law (Ohio Revised Code §6109.21), public water systems in Ohio must obtain a license to operate from the Director of the Ohio Environmental Protection Agency. Enclosed is an application for your license. A schedule summarizing the fees can be found on the reverse side of this letter. The signed application and payment should be returned to **Ohio Environmental Protection Agency, P.O. Box 77005, Cleveland, Ohio 44194-7005** on receipt of this letter.

You also have the option of paying the associated fee on-line at <https://ebiz.epa.ohio.gov/>. Please go to the Ohio EPA's Fiscal Office website for more information about making on-line payments at: <http://epa.ohio.gov/Divisions-and-Offices/Fiscal-Administration.aspx>. If you pay online, you will still need to send the signed application to **Ohio Environmental Protection Agency, P.O. Box 1049, Columbus, Ohio 43216-1049** on receipt of this letter.

Failure to submit payment by the due date may result in a 10% penalty. Payment alone of the appropriate fee does not guarantee the issuance of the license to operate. Non-compliance with Ohio's drinking water rules may result in denial of the license.

The information shown on the application is current as of the date of this letter and is the basis for the 2021 fees. If there are changes to the owner name, address or water system information used to determine the fee, **contact your local Ohio EPA district office**. The phone number for your local Ohio EPA district office can be found in section one on the application.

Method of payment questions should be directed to Vickie Stevens-Pease, Division of Drinking and Ground Waters at (614) 644-2752.

Ensure confidence in the quality of your water and save money by sampling on time. It costs an average of \$25 for each total coliform sample and \$20 for each nitrate sample. **Failing to sample for total coliform or nitrate will cost you \$150 or more in penalties for each monitoring violation. Save a Dime. Sample on Time!**

Sincerely,

A handwritten signature in black ink, appearing to read "Amy J. Klei".

Amy J. Klei, Chief  
Division of Drinking and Ground Waters

Enclosure

**License to Operate** (Effective July 1, 2003)

A person applying for a license or license renewal to operate a public water system must pay the appropriate fee at the time of application to the director. Any person who fails to pay the fee at the time must pay an additional amount that equals ten percent of the required fee. Fees must be calculated in accordance with the following schedule:

**COMMUNITY WATER SYSTEMS (Effective July 1, 2003)**

Number of Service Connections	Fee per Service Connection
Not more than 49	\$112 (total)
50-99	176 (total)
100 to 2,499	1.92
2,500 to 4,999	1.48
5,000 to 7,499	1.42
7,500 to 9,999	1.34
10,000 to 14,999	1.16
15,000 to 24,999	1.10
25,000 to 49,999	1.04
50,000 to 99,999	0.92
100,000 to 149,999	0.86
150,000 to 199,999	0.80
200,000 or more	0.76

A public water system may determine how it will pay the total amount of the fee calculated, including the assessment of additional user fees that may be assessed on a volumetric basis. As used in this schedule, "Service Connection" means the number of active or inactive pipes, goosenecks, pigtails, and any other fittings connecting a water main to any building outlet.

**NON-TRANSIENT NON-COMMUNITY WATER SYSTEMS (Effective July 1, 2003)**

Population Served	Fee Amount
Fewer than 150	\$ 112
150 to 299	176
300 to 749	384
750 to 1,499	628
1,500 to 2,999	1,268
3,000 to 7,499	2,816
7,500 to 14,999	5,510
15,000 to 22,499	9,048
22,500 to 29,999	12,430
30,000 or more	16,820

As used in this schedule, "Population Served" means the total number of individuals receiving water from the water supply during a twenty-four hour period for at least sixty days during any calendar year. In the absence of a specific population count, that number must be calculated at the rate of three individuals per service connection.

**TRANSIENT NON-COMMUNITY WATER SYSTEM (Effective July 1, 2003)**

Number of Wells Supplying System	Fee Amount
1	\$112
2	112
3	176
4	278
5	568
System designated as using a surface water source	792

As used in this schedule, "Number of Wells Supplying System" means those wells (either active or inactive) that are physically connected to the plumbing system serving the public water system.

All public water systems designated as using a surface water source must pay a fee of \$792 or the amount calculated using the number of service connections or population served whichever is higher.

- NO PERSON SHALL OPERATE OR MAINTAIN A PUBLIC WATER SYSTEM IN THE STATE OF OHIO WITHOUT A PUBLIC WATER SYSTEM LICENSE.
- A LICENSE HOLDER THAT PROPOSES TO CONTINUE OPERATING A PUBLIC WATER SYSTEM FOR WHICH THE LICENSE WAS ISSUED SHALL RETURN A COMPLETED APPLICATION AND APPROPRIATE FEE TO THE DIRECTOR AT LEAST 30 DAYS PRIOR TO THE EXPIRATION DATE OF THE CURRENT LICENSE.
- IF THERE ARE ANY CHANGES TO THE OWNER NAME, ADDRESS, OR WATER SYSTEM INFORMATION CONTAINED ON THIS APPLICATION, CONTACT YOUR LOCAL OHIO EPA DISTRICT OFFICE.
- THIS IS THE ONLY INVOICE YOUR WATER SYSTEM WILL RECEIVE.

SANDUSKY CITY  
240 COLUMBUS AVE.  
SANDUSKY, OH 44870

**FOLLOW THESE  
IMPORTANT STEPS IN  
COMPLETING THIS  
APPLICATION**

WATER SYSTEM INFORMATION	
Name:	SANDUSKY CITY
PWS ID:	OH2201411
System Type :	COMMUNITY
Number of Service Connections:	10500
Surface Water Source:	Yes

FEES FOR YEAR 2021	TOTAL
Based on the water system information taken from above, the fee owed by your water system is shown in the total column.	
Attached is a handout that indicates how this information was used to determine your fee and examples of how the fee is calculated for each type of water system.	Pay this amount: <b><u>\$12,180.00</u></b>

<b>1</b> CONFIRM THE WATER SYSTEM INFORMATION... Such as System Name, System Type, Mailing Address, and Fee Amount. IF THIS INFORMATION IS INCORRECT CONTACT NORTHWEST DISTRICT OFFICE - DDAGW at 419-352-8461
<b>2</b> SIGN... <b>IMPORTANT</b> Application <b>MUST</b> be signed and dated in the designated area below.
<b>3</b> PAY FEES... Please pay the required fee by check, money order or credit card.  - Make check or money order payable to: TREASURER STATE OF OHIO  - For information on paying by Credit Card go to <a href="http://epa.ohio.gov/">http://epa.ohio.gov/</a>
<b>4</b> RETURN APPLICATION PROMPTLY... Return the signed application along with the appropriate fee by the DUE DATE listed below.

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DETACH THIS STUB AND INCLUDE WITH YOUR PAYMENT. RETAIN THE TOP PORTION FOR YOUR RECORDS.

DDAGW PW- Public Water System License to Operate (LFCWS)

PWS NAME: SANDUSKY CITY

Contact NAME: SANDUSKY CITY

PWS ID: OH2201411

SIGNATURE OF OWNER \_\_\_\_\_ DATE \_\_\_\_\_

Pay to: **Treasurer, State of Ohio.** Please write the **Revenue ID** on your check.  
This is a lockbox. Please do not send other correspondence to this address.

Ohio EPA  
PO BOX 77005  
Cleveland, OH 44194-7005

Due Date:	12/31/2020
Revenue ID:	1396306
Amount Due:	\$12,180.00
Type Code:	LFCWS
Transaction ID:	



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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE FINANCE DIRECTOR TO MAKE PAYMENT TO THE STATE OF OHIO ENVIRONMENTAL PROTECTION AGENCY FOR THE RENEWAL OF THE LICENSE TO OPERATE A PUBLIC WATER SYSTEM FOR THE CALENDAR YEAR 2021; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the City of Sandusky as an operator of a public water system is required to pay a licensing fee on an annual basis to the Ohio Environmental Protection Agency pursuant to Ohio Revised Code §6109.21; and

**WHEREAS**, the total cost for the annual licensing fee for calendar year 2021 is \$12,180.00 and will be paid with Water Funds which have been appropriated in the Operation & Maintenance (O&M) budget for 2020; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to make payment for the annual licensing fee to operate a public water system prior to the due date of December 31, 2020, and to expend the funds appropriated in the 2020 budget; and

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

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

Section 1. This City Commission hereby authorizes and directs the Finance Director to make payment to the Treasurer of the State of Ohio as required by the Ohio Environmental Protection Agency in an amount **not to exceed** Twelve Thousand One Hundred Eighty and 00/100 Dollars (\$12,180.00) for the renewal of the license to operate a public water system for the calendar year 2021.

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

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

Section 4. That for the reasons set forth in the preamble hereto, this Ordinance 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: December 14, 2020



## PLANNING DEPARTMENT

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

**To:** Eric Wobser, City Manager

**From:** Greg Voltz, Planner

**Date:** December 2, 2020

**Subject:** December 14, 2020 Commission Agenda Item – petition for the vacation of 4<sup>th</sup> street located east of the Arthur Street right-of-way between parcels 57-00087.000, 57-05556.000, 57-02045.000 to the north and 57-00087.000, 57-05555.000 to the south.

**Item for Consideration:** Bob Waldock, on behalf of BSL Holdings Ltd, has submitted a petition for the vacation of 4<sup>th</sup> Street located between parcels 57-00087.000, 57-05556.000, 57-02045.000 to the north and 57-00087.000, 57-05555.000 to the south..

**Purpose:** Generally, it is important for the City Commission to analyze and preserve streets and alleys for future planning endeavors or projects when possible. Street and Alley vacations should only be considered when the City can definitively determine there will not be a public use in the future and when the vacation will not land lock any parcels, nor adversely impact traffic circulation or adjacent properties.

**Background Information:** At the October 28, 2020 Planning Commission meeting the Commission recommended approval for the vacation of the above referenced street. The applicant, Bob Waldock, applied to vacate this area to create a more developable parcel. Planning staff recognizes that the mentioned street has never been developed and used as a street causing the parcels to not have road access. All adjacent property owners have signed the petition for the vacation of this roadway. The proposed vacations will land lock property, but the applicant and adjacent property owners will combine parcels after vacation so there will no long be land locked parcels. The right-of-way is no longer of use for the public. The City's Engineering Department, Police Department, Fire Department, and Building Department reviewed the petition for vacation and do not object.

**Correlation to the Comprehensive Plan:**

The Comprehensive Plan calls for reimagining this section for residential stabilization and infill. The proposed vacation could assist in the redevelopment of this parcel.

**Budgetary Impact:**

There is no impact to the general fund.

**Action Requested:** It is requested that City Commission approve the proposed a petition for the vacation of 4<sup>th</sup> street located east of the Arthur Street right-of-way between parcels 57-00087.000, 57-05556.000, 57-02045.000 to the north and 57-00087.000, 57-05555.000 to the south.

I concur with this recommendation:

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Eric Wobser, City Manager

cc: McKenzie Spriggs, Clerk of City Commission, Michelle Reeder, Finance Director, Brendan Heil, Law Director



Petition for Vacation  
City Right-Of-Way

Bob Waldox on behalf of BSL Holdings LTD  
Typed or Printed Name of Circulator

PO Box 1489 Sandusky, OH 44871  
Typed or Printed address of Circulator

419-626-1979  
Phone Number of Circulator

The undersigned owners of lots in the vicinity  
parcels: 57-00087.000, 57-05556.000, 57-02045.000  
& 57-05555.000

Respectfully petition that a portion of said street/alley/right-of-way described as follows:

4th Street East of platted Arthur Street  
Approximately 285' in length

Be vacated for the reason that it is no longer of use to the public and its vacation will not be detrimental to the general interest.

By signing this petition, we hereby support the proposed vacation and waive our right to public notice. Further, we realize that we shall be responsible for providing a completed petition including a complete legal description and a plat prepared by a professional, suitable for recording, and approved by the County Surveyor.

Name	Address	Date Signed
<u>Bob L Waldox</u>	<u>PO Box 1489, Sandusky, OH 44871</u>	<u>09/18/2020</u>
<u>[Signature]</u>	<u>1721 [illegible] Sandusky, OH</u>	<u>9/26/2020</u>

(You may attach an additional sheet of paper if the space provided above is not adequate)

Office use only:

\_\_\_\_\_ \$500.00 filing fee

\_\_\_\_\_ Plat as detailed in "Right-of-Way Vacation Procedures", and approved by the County Surveyor

\_\_\_\_\_ Legal Description approved by the County Surveyor

\_\_\_\_\_ Completed form containing required signatures



## PLANNING COMMISSION

Application for Approval

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

### TYPE OF APPLICATION:

☐ Conditional Use Permit  
☐ Flood Plain Variance  
☒ Other

☐ Similar Main Use  
☐ Front Yard Fence

### APPLICANT/AGENT INFORMATION:

Property Owner Name: BSL Holdings Ltd

Property Owner Address: PO Box, 1489 Sandusky

Property Owner Telephone: 419-626-1979

Property Owner Email: \_\_\_\_\_

Authorized Agent Name: Bob Waldock

Authorized Agent Address: PO Box 1489, Sandusky

Authorized Agent Telephone: 419-626-1979

Authorized Agent Email: rl.waldock@cw-realty.com

### LOCATION AND DESCRIPTION OF PROPERTY:

Municipal Street Address: 1404-81424 Third Street

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

Parcel Number: 57-00419.000  
57-02039.000 Zoning District: \_\_\_\_\_  
57-05552.000, 57-05554.000

**DETAILED SITE INFORMATION:**

**Land Area of Property:** \_\_\_\_\_ (sq. ft. or acres)

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

**Building #1:** \_\_\_\_\_ (in sq. ft.)

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

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

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

**Total Building Coverage (as % of lot area):** \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Proposed Building Height (for any new construction):** \_\_\_\_\_

**Number of Dwelling Units (if applicable):** \_\_\_\_\_

**Number of Off-Street Parking Spaces Provided:** \_\_\_\_\_

**Parking Area Coverage (including driveways):** \_\_\_\_\_ (in sq. ft.)

**Landscaped Area:** \_\_\_\_\_ (in sq. ft.)

**PROPOSED DEVELOPMENT (check those that apply):**

- ☐ New Construction (new building(s))  
☐ Addition to Existing Building(s)  
☐ Change of Use in Existing Building(s)

**Description of Proposed Development (Describe in detail your development plans, for example – proposed use, size of building or proposed addition, hours of operation, days of operation, seating capacity, etc.):**

Arthur Street (from Third to Fifth Street) is  
platted but unimproved. Fourth Street is  
platted but unimproved for approximately 205'  
east of Fourth Street. The abutting owners  
to this portion of Fourth Street are asking  
the commission to vacate this area. This  
will allow them to combine islands of  
land on both sides of Fourth Street.

**REQUIRED SUBMITTALS:**

**15 copies of a site plan/off-street parking plan for property**

**Application Fee:**

**Conditional Use Permit: \$100.00**

**Similar Main Use: \$100.00**

**Flood Plan Variance: \$100.00**

**Front Yard Fence: no charge**

**Other: check with staff for fee**

**APPLICATION MUST BE COMPLETELY FILLED OUT**

**APPLICATION AUTHORIZATION:**

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

Robert L. Waldock 09/30/2020  
Signature of Owner or Agent Date

**PERMISSION TO ACT AS AUTHORIZED AGENT:**

As owner of 1404 Third (municipal street address of property), I hereby authorize Bob Waldock to act on my behalf during the Planning Commission approval process.

BSL Holdings LTD Robert L. Waldock 09/30/2020  
Signature of Property Owner member Date

**STAFF USE ONLY:**

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

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

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



# PLANNING COMMISSION REPORT

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PETITION FOR VACATION OF 4<sup>TH</sup> STREET  
LOCATED BETWEEN PARCELS 57-00087.000,  
57-05556.000, 57-02045.000 TO THE NORTH  
AND 57-00087.000, 57-05555.000 TO THE  
SOUTH.

Reference Number: PROWV20-0002

Date of Report: 10-21-2020

Report Author: Greg Voltz, Planner



# City of Sandusky, Ohio

## Planning Commission Report

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### BACKGROUND INFORMATION

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Bob Waldock, on behalf of BSL Holdings Ltd, has submitted a petition for the vacation of 4<sup>th</sup> Street located between parcels 57-00087.000, 57-05556.000, 57-02045.000 to the north and 57-00087.000, 57-05555.000 to the south. The following information is relevant to this application:

Applicant: BSL Holdings Ltd  
PO Box 1489  
Sandusky, Ohio 44870

Authorized Agent(s): Bob Waldock  
PO Box 1489  
Sandusky, OH 44870

Site Location: 4<sup>th</sup> Street located between parcels 57-00087.000, 57-05556.000, 57-02045.000 to the north and 57-00087.000, 57-05555.000 to the south). Located between 3<sup>rd</sup> and 5<sup>th</sup> Street and adjacent to unimproved Arthur Street.

Zoning: City right-of-way

Adjacent Zoning  
& Uses: North: "CS" – Commercial Service, Residential  
South: "CS" – Commercial Service, Vacant Land  
East: "GM" – General Manufacturing, Vacant Land  
West: "CS" – Commercial Service, Vacant Land

Site Area: Street – 0.3278 Acres

Existing Use: Undeveloped – City right-of-way

Proposed Use: The proposed vacated area will split between parcels currently owned by BSL Holdings Ltd and adjacent property owners.

The street located between parcels 57-00087.000, 57-05556.000, 57-02045.000 to the north and 57-00087.000, 57-05555.000 to the south). The parcels adjacent to the right-of-ways are currently zoned as “CS”- Commercial Service and “GM” – General Manufacturing.

The applicant is also requesting a vacation of 4<sup>th</sup> Street just to the south of parcels 57-00087.000, 57-05556.000, 57-02045.000.

## Alley Outlined in Red





#### Zone Map Setbacks



#### PUD - Planned Unit Development



#### Parcels



#### TRO - Transient Rental Overlay



#### Zoning

- AG - Agriculture
- CA - Commercial Amusement
- CR - Commercial Recreation
- CS - Commercial Service
- DBD - Downtown Business
- GB - General Business
- GM - General Manufacturing
- LB - Local Business
- LM - Local Manufacturing
- P - Auto Parking

- PF - Public Facilities
- R1-40 - Single Family Residential
- R1-50 - Single Family Residential
- R1-60 - Single Family Residential
- R1-75 - Single Family Residential
- R2F Two-Family Residential
- RB - Roadside Business
- RMF - Multi-Family Residential
- RRB - Residential/Business
- RS - Residential Suburban

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**PLANNING STAFF COMMENTS**

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The applicant has worked diligently with staff prior to submitting the application, petition, and supporting documents for this proposed vacation. The applicant believes that this will benefit all adjacent property owners. The street is currently unimproved and minimally maintained. Staff does not believe the street holds a long term use, as a short dead end street, surrounded by commercial and manufacturing zoned parcels.

Staff recommends that this approval is contingent on all property owners affected combine their parcels so that no land locked parcel is created. This would allow access to the new combined parcels via 3<sup>rd</sup> Street or a future improved 4<sup>th</sup> Street. This could also create more developable parcels for future commercial use.

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**ENGINEERING STAFF COMMENTS**

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The City's Engineering staff is currently reviewing the proposed alley vacation at time of this report being written.

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**BUILDING STAFF COMMENTS**

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The City Building Official has not reviewed the proposed alley vacation at time of this report being written.

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**POLICE DEPARTMENT COMMENTS**

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The Police Department has not reviewed the proposed alley vacation at time of this report being written.

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**FIRE DEPARTMENT COMMENTS**

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The Fire Department has not reviewed the proposed alley vacation at time of this report being written.

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**CONCLUSION/RECOMMENDATION**

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In conclusion, planning staff has no objection to the Sandusky City Planning Commission recommending approval of the requested vacations to the City Commission because vacation of the alley will not adversely impact the adjoining properties and all the adjacent property owners have signed the petition. This right-of-way is no longer of use for the public. With this in mind planning staff recommends that a recommendation of approval to City Commission is granted contingent upon parcels are combined after vacation so that there remains no land locked parcel as well as easements are granted in the case that any buried utilities are discovered.



**Planning Commission  
October 28, 2020  
Meeting Minutes**

**Meeting called to order:**

Chairman McGory called the meeting to order at 4:34pm. The meeting took place virtually. The following members were present: Jade Castile, Conor Whelan, David Miller, and Mike Zuilhof. Jim Jackson and Mike Meinzer were not present. Greg Voltz and Tom Horsman represented the Planning Department.

**Approval of minutes from the September 23, 2020 meeting:**

Mr. Miller made a motion to approve the minutes as submitted and Mr. Zuilhof seconded the motion. All voting members present were in favor.

**New Business:**

**1. 407 W. Jefferson and 426 Central Ave:**

Mr. McGory stated that the first application on the agenda was submitted by Geoff Palmer, on behalf of Central Catholic Athletic Boosters, for a site plan for a temporary parking area at 407 W. Jefferson and 426 Central Ave. Mr. Voltz explained that a temporary parking area is proposed while funds are raised for a permanent plan. He stated that Planning Staff recommends approval of the proposed temporary site with the following conditions: 1) The approval is for a period of two years, at which time the applicant will need to come back to Planning Commission for another temporary approval, or permanent site plan approval. If long-term use of this site is desired to be parking a rezone to "P" – Auto Parking would be required prior to site plan approval, 2) The applicant properly maintains markings on the temporary surface, 3) Install bicycle parking for students and teachers. Mr. Zuilhof stated that he thinks the commission should make sure that if this is approved that sidewalks are not left in disrepair. Mr. Zuilhof then made a motion to approve the application with the conditions outlined in the staff report as well as a condition to make sure any needed sidewalk repairs are completed in a reasonable amount of time. Mr. Miller seconded the motion. Mr. McGory asked who would be responsible for checking to see if the sidewalks are in good condition or not. Mr. Voltz stated that he could make sure that the Department of Public Works is in discussion with Mr. Palmer regarding the sidewalks.

**2. 1512 George St:**

Mr. McGory stated that the second application on the agenda was submitted by Roger Boesch, on behalf of XIACHUN LLC, for a site plan for a new addition to the existing building located at 1512 George Street. Mr. Voltz explained that the property is currently used for personal storage. He said that Planning Staff recommends approval of the proposed site plan with the following conditions: 1) All applicable permits are obtained through the Building Department, Engineering Department, and any other applicable departments or agencies, 2) If exterior lighting is added to the plan, the applicant must submit, for staff approval, the lighting plan and fixtures so that they are shielded parallel to the ground and to the neighboring houses and properties. Mr. Miller made a motion to approve the application subject to staff conditions and Mr. Whelan seconded the motion. All voting members were in favor of the motion.

**3. 1404-1424 Third St and parcels on Fourth St:**

Mr. McGory stated that third on the agenda is a petition submitted by Bob Waldock, on behalf of BSL Holdings Ltd, has for the vacation of a 16.5' alley located behind 1404-1424 Third Street and parcels on 4th Street. Mr. Voltz stated that all neighboring property owners have signed the petition. Per the Ohio Revised Code, the vacated alley would be split down the middle and given to each adjacent property owner. He then said that Planning Staff has no objection and recommends approval to City Commission, contingent on if any buried utilities are discovered easements be granted so utilities can be properly maintained. Mr. Zuilhof made a motion to approve with staff conditions and Mr. Miller seconded. All voting members were in favor.

**4. 4<sup>th</sup> St between parcels 57-00087.000, 57-05556.000, 57-02045.000 to the north and 57-00087.000, 57-05555.000 to the south.**

Mr. McGory stated that fourth on the agenda is a petition submitted by Bob Waldock, on behalf of BSL Holdings LTD, for the vacation of Fourth Street located between parcels 57-00087.000, 57-05556.000, 57-02045.000 to the north and 57-00087.000, 57-05555.000 to the south. . Mr. Voltz stated that all neighboring property owners have signed the petition. The vacated alley would be split down the middle and given to each adjacent property owner. Staff recommends that this approval is contingent on all property owners affected combine their parcels so that no land locked parcel is created. This would allow access to the new combined parcels via 3rd Street or a future improved 4th Street. This could also create more developable parcels for future commercial use. Mr. Miller moved to approve the application subject to staff conditions and Ms. Castile seconded the motion. All voting members were in favor of the motion.

**Old Business:**

**1. Discussion regarding zoning near First, Second, and Third Street between Farwell Street and the Cedar Point Dormitories.**

Mr. Voltz stated that Planning Staff went out and talked with residents living in that area. Two residents Mr. Voltz spoke with who live on Third St requested no change in zoning. After hearing from residents and talking internally, staff recommend rezoning only parcels shown to Commercial Recreation, which are limited to between First and Second Street. Mr. Voltz stated that in order to give adequate notice to residents, the meeting on these agenda items would need to be in December.

**Next Meeting:**

November 16th

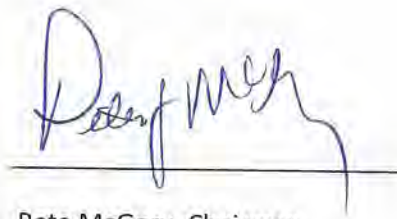
**Meeting Adjourned:**

Mr. Whelan moved to adjourn and the meeting. All voting members were in favor and the meeting ended at 5:22pm.

**Approved:**



Kristen Barone, Clerk



Pete McGory, Chairman



## Department of Planning

240 Columbus Avenue  
Sandusky, OH 44870  
Phone: 419.627.5973  
Fax: 419.627.5933  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

October 29, 2020

Planning Commission at the October 28<sup>th</sup>, 2020 meeting recommended approval to the City Commission for the proposed petition for the vacation of 4<sup>th</sup> street located between parcels 57-00087.000, 57-05556.000, 57-02045.000 to the north and 57-00087.000, 57-05555.000 to the south..

Peter McGory  
Planning Commission Chair



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

**AN ORDINANCE VACATING A PORTION OF FOURTH STREET, SOUTH OF THIRD STREET AND NORTH OF FIFTH STREET, AND LOCATED EAST OF ARTHUR STREET RIGHT-OF-WAY, WITHIN THE CITY, AS SET FORTH ON THE VACATION PLAT, A COPY OF WHICH IS MARKED AS EXHIBIT "A-2", ATTACHED TO THIS ORDINANCE AND INCORPORATED HEREIN.**

**WHEREAS**, Section 723.04 of the Ohio Revised Code provides for statutory proceedings to vacate a street, alley, or portion thereof by the legislative authority upon petition by a person owning a lot in the immediate vicinity of the street or alley; and

**WHEREAS**, the petitioner, Robert Waldock, on behalf of BSL Holdings Ltd., and all abutting property owners are consenting to and signed the Petition for Vacation which dispensed with the notice requirement contained in Section 723.06 of the Ohio Revised Code; and

**WHEREAS**, the City's Engineering Department, Police Department, Fire Department and Building Department have reviewed the petition for vacation and do not object; and

**WHEREAS**, the Planning Commission considered this vacation request at its October 28, 2020, meeting and resolved to recommend approval of the requested vacation; and

**WHEREAS**, pursuant to the requirements of Section 723.04 of the Ohio Revised Code, the City Commission held a public hearing at its December 14, 2020, regularly scheduled meeting to consider the Planning Commission's recommendation for **approval** pursuant to Section 713.02 of the Ohio Revised Code; and

**WHEREAS**, this City Commission finds that there is good cause for such vacation as prayed for and that such vacation will not be detrimental to the general interest and is conducive to the general interests of the public and the area is no longer needed for any municipal purpose, and that it should be made; 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 of the City of Sandusky, that is vacation be made; NOW, THEREFORE,

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

Section 1. The portion of Fourth Street, south of Third Street and north of Fifth Street, and located east of the Arthur Street right-of-way between Parcel Nos. 57-00087.000, 57-05556.000, 57-02045.000 to the north and Parcel Nos. 57-00087.000 and 57-5555.000 to the south, labeled as described on the vacation plat, with a total area of approximately .3278 acres of land, and as more fully described in the legal description and vacation plat marked Exhibits "A-1" and "A-2", attached to this Ordinance and specifically incorporated herein, be and the same are hereby

vacated pursuant to the Ohio Revised Code, Section 723.08 and is a revocation of the acceptance thereof by this City Commission.

Section 2. The said vacations be and hereby are subject to the permanent easements for public utility purposes in such vacated premises as set forth in Section 723.041 of the Ohio Revised Code.

Section 3. The Clerk of the City Commission be instructed to endorse upon the plats, the City Commission action in vacating such portion of the street and alley and to cause said plats to be recorded in the office of the Erie County Recorder and to notify the Auditor of Erie County of such vacations, by sending a copy of this Ordinance.

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

Section 5. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and 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 Ordinance shall take effect at the earliest time allowed by Law.

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

ATTEST: \_\_\_\_\_  
MCKENZIE E. SPRIGGS  
CLERK OF THE CITY COMMISSION

Passed:

### **DESCRIPTION FOURTH STREET VACATION**

Situated in part of Frederick Klein's Subdivision of part of Outlot Number 31 and Outlot Number 32 east of Sycamore Line as per plat recorded in Volume 3 Page 27 of the Erie County Records, Ward 2, City of Sandusky, Erie County, Ohio, and being more particularly described as follows;

Commencing at an iron pin found at the northeasterly corner of Lot Number 7 in said Frederick Klein's Subdivision, said point being on the southerly right of way line of Third Street;

Thence North  $89^{\circ}-56'-00''$  West, along the northerly line of said Lot Number 7 and the southerly right of way line of Third Street, a distance of 142.80 feet to a point at the northwesterly corner of said Lot Number 7, said point also being on the easterly right of way line of vacated Arthur Street being Ordinance No. 87-118 as per deed recorded in Volume 539 Page 214 and Page 215 of the Erie County Records;

Thence South  $00^{\circ}-00'-00''$  West, along the westerly line of said Lot Number 7 and the westerly line of Lot Number 5 in said Frederick Klein's Subdivision and the easterly right of way line of said vacated Arthur Street, a distance of 280.50 feet to a point at the southwest corner of said Lot Number 5, being the southwest corner of a parcel of land now or formerly owned by BSL Holdings LTD. as per deed recorded in RN201311232 (Parcel No. 2) of the Erie County Records, said point also being the principal place of beginning for this description;

1. Thence South  $89^{\circ}-56'-00''$  East, along the southerly line of said Lot Number 5 and said BSL Holdings LTD. parcel and the southerly line of Lot Number 6 in said Frederick Klein's Subdivision, being the southerly line of a parcel of land now or formerly owned by Robert and Deborah Herold as per deed recorded in RN200202057 (Parcel No. 3) of the Erie County Records, a distance of 285.60 feet to a point at the southeasterly corner of said Lot Number 6, said point being on the westerly line of a parcel of land now or formerly owned by BSL Holdings LLC. as per deed recorded in RN200711348 of the Erie County Records;

2. Thence South  $00^{\circ}-00'-00''$  West, along the westerly line of said BSL Holdings LTD. parcel, a distance of 50.00 feet to a point at the northeasterly corner of Lot Number 4 in said Frederick Klein's Subdivision, being the northeasterly corner of a parcel of land now or formerly owned by Robert and Deborah Herold as per deed recorded in RN200202057 (Parcel No. 2) of the Erie County Records;

3. Thence North  $89^{\circ}-56'-00''$  West, along the northerly line of said Lot Number 4 and said Herold parcel and the northerly line of Lot Number 3 in said Frederick Klein's Subdivision, being the northerly line of a parcel of land now or formerly owned by BSL Holdings LTD. as per deed recorded in RN201311232 (Parcel No. 1) of the Erie County Records, a distance of 285.60 feet to a point at the northwesterly corner of said Lot Number 3, said point being on the easterly right of way line of said vacated Arthur Street;

4. Thence North  $00^{\circ}-00'-00''$  East, along the easterly right of way line of said vacated Arthur Street, a distance of 50.00 feet to the place of beginning and containing 0.3278 acres of land, but subject to all easements and restrictions of record.

In the above description the courses were referred to a meridian assumed for the purpose of indicating angles only.

This description was prepared by David A. Williams, Registered Surveyor No. 7166 and was taken from matters of record and not an actual field survey on September 2, 2020.



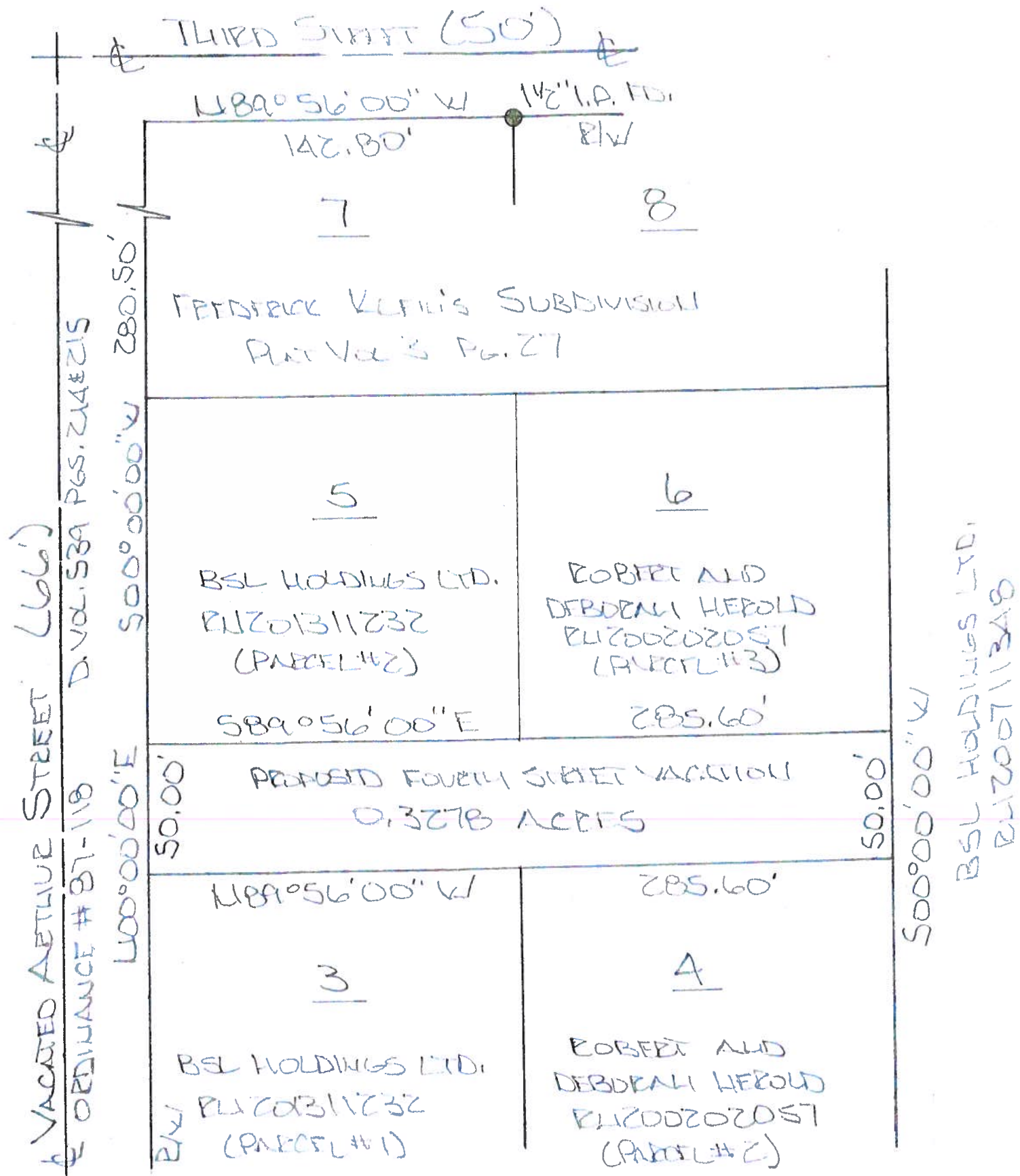
David A. Williams

Registered Surveyor No. 7166

APPROVED as per Erie County Requirements  
And Sections 4733-37 thru 4733-37-07 of the Ohio  
Administrative Code only. No Field Verifications  
for Accuracy made.

\_\_\_\_\_  
Engineer/Surveyor, Erie County Engineer's

Date: 9-03-2020



PLAT

BEING PART OF FREDERICK KLEIN'S  
SUBDIVISION OF PART OF LOT  
NUMBERS 31 AND 32 EAST OF  
SECTION LINE PLAT VOL. 3 PG. 27  
SIGNED AND VERIFIED CITY OF SANDUSKY  
ERIE COUNTY, OHIO  
AUGUST 2020

0 25 50 75 100  
SCALE = 1" = 50'



David A. Williams  
DAVID A. WILLIAMS  
REG. SURVEYOR # 7166

APPROVED as per Erie County Requirements  
And Sections 4733-37 thru 4733-37-07 of the Ohio  
Administrative Code only. No Field Verifications  
for Accuracy made.

Eric A. [Signature]  
Engineer/Surveyor: Erie County Engineer's  
Date: 9-03-2020





## PLANNING DEPARTMENT

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

**To:** Eric Wobser, City Manager

**From:** Greg Voltz, Planner

**Date:** December 2, 2020

**Subject:** December 14, 2020 Commission Agenda Item – petition for vacation of an alley located south of 1404 – 1424 Third Street (57-00419.000, 57-02037.000, 57-02039.000, 57-05552.000, 57-05554.000), and north of Parcels on 4<sup>th</sup> Street (57-00087.000, 57-05556.000, 57-02045.000).

**Item for Consideration:** Bob Waldock, on behalf of BSL Holdings Ltd, has submitted a petition for the vacation of an alley located behind 1404 – 1424 Third Street (57-00419.000, 57-02037.000, 57-02039.000, 57-05552.000, 57-05554.000), and Parcels on 4<sup>th</sup> Street (57-00087.000, 57-05556.000, 57-02045.000).

**Purpose:** Generally, it is important for the City Commission to analyze and preserve streets and alleys for future planning endeavors or projects when possible. Street and Alley vacations should only be considered when the City can definitively determine there will not be a public use in the future and when the vacation will not land lock any parcels, nor adversely impact traffic circulation or adjacent properties.

**Background Information:** At the October 28, 2020 Planning Commission meeting the Commission recommended approval for the vacation of the above referenced alley. The applicant, Bob Waldock, applied to vacate this area to create a more developable parcel. Planning staff recognizes that the mentioned alley has never been developed and used as an alley. All adjacent property owners have signed the petition for the vacation of this roadway. The proposed vacations will not land lock property and the right-of-way is no longer of use for the public. The City's Engineering Department, Police Department, Fire Department, and Building Department reviewed the petition for vacation and do not object.

**Correlation to the Comprehensive Plan:**

The Comprehensive Plan calls for reimagining this section for residential stabilization and infill. The proposed vacation could assist in the redevelopment of this parcel.

**Budgetary Impact:**

There is no impact to the general fund.

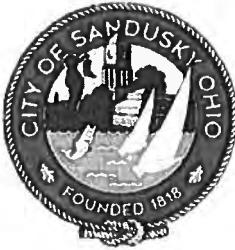
**Action Requested:** It is requested that City Commission approve the proposed a petition for the vacation of the alley located south of 1404 – 1424 Third Street (57-00419.000, 57-02037.000, 57-02039.000, 57-05552.000, 57-05554.000), and north of Parcels on 4<sup>th</sup> Street (57-00087.000, 57-05556.000, 57-02045.000).

I concur with this recommendation:

---

Eric Wobser, City Manager

cc: McKenzie Spriggs, Clerk of City Commission, Michelle Reeder, Finance Director, Brendan Heil, Law Director



**PLANNING COMMISSION**  
**Petition for Right-of-Way Vacation**

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

Bob Waldock on behalf of BSL Holdings LTD.  
Typed or Printed Name of Circulator

PO Box 1489 Sandusky, OH 44871  
Typed or Printed address of Circulator

419-626-1979  
Phone Number of Circulator

The undersigned owners of lots in the vicinity  
Parcels 57-00087.00

Respectfully petition that a portion of said street/alley/right-of-way described as follows:

Alley of east  
of Arthur St between Third & Fifth

Be vacated for the reason that it is no longer of use to the public and its vacation will not be detrimental to the general interest.

By signing this petition, we hereby support the proposed vacation and waive our right to public notice. Further, we realize that we shall be responsible for providing a completed petition including a complete legal description and a plat prepared by a professional, suitable for recording, and approved by the County Surveyor.

Name	Address	Date Signed
<u>Robert Wallock</u>	<u>PO Box 1489 Sandusky</u>	<u>04/04/20</u>
<u>Barbara Hancock</u>	<u>1424 3rd St, Sandusky</u>	<u>05/05/2020</u>
<u>Christopher Hancock</u>	<u>1410 3rd St</u>	<u>09/18/20</u>

(You may attach an additional sheet of paper if the space provided above is not adequate)

Office use only:

\_\_\_\_\_ \$500.00 filing fee

\_\_\_\_\_ Plat as detailed in "Right-of-Way Vacation Procedures", and approved by the County

Surveyor

\_\_\_\_\_ Legal Description approved by the County Surveyor

\_\_\_\_\_ Completed form containing required signatures



## PLANNING COMMISSION

Application for Approval

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

### TYPE OF APPLICATION:

☐ Conditional Use Permit  
☐ Flood Plain Variance  
☒ Other

☐ Similar Main Use  
☐ Front Yard Fence

### APPLICANT/AGENT INFORMATION:

Property Owner Name: BSL Holdings Ltd

Property Owner Address: PO Box 1489 Sandusky

Property Owner Telephone: 419-626-1979

Property Owner Email: \_\_\_\_\_

Authorized Agent Name: Bob Waldock

Authorized Agent Address: PO Box 1489 Sandusky

Authorized Agent Telephone: 419-626-1979

Authorized Agent Email: rl.waldock@cw-realty.com

### LOCATION AND DESCRIPTION OF PROPERTY:

Municipal Street Address: 1404-1424 Third Street

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

Parcel Number: 57-00419.000  
57-02037.000 Zoning District: \_\_\_\_\_  
57-02039.000, 57-05552.000, 57-05554.000



**DETAILED SITE INFORMATION:**

**Land Area of Property:** \_\_\_\_\_ (sq. ft. or acres)

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

**Building #1:** \_\_\_\_\_ (in sq. ft.)

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

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

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

**Total Building Coverage (as % of lot area):** \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Proposed Building Height (for any new construction):** \_\_\_\_\_

**Number of Dwelling Units (if applicable):** \_\_\_\_\_

**Number of Off-Street Parking Spaces Provided:** \_\_\_\_\_

**Parking Area Coverage (including driveways):** \_\_\_\_\_ (in sq. ft.)

**Landscaped Area:** \_\_\_\_\_ (in sq. ft.)

**PROPOSED DEVELOPMENT (check those that apply):**

- ☐ New Construction (new building(s))  
☐ Addition to Existing Building(s)  
☐ Change of Use in Existing Building(s)

**Description of Proposed Development (Describe in detail your development plans, for example – proposed use, size of building or proposed addition, hours of operation, days of operation, seating capacity, etc.):**

There is a 16' alley to the South of all 5 parcels. Since Arthur Street is platted & unimproved and the alley dead ends, we are asking the Commission to consider vacating the alley to the 3 abutting property owners. This will allow two owners to connect "islands" of property (to the south) to parcels of land with frontage on Third Street.

**REQUIRED SUBMITTALS:**

**15 copies of a site plan/off-street parking plan for property**

**Application Fee:**

**Similar Main Use: \$100.00**

**Front Yard Fence: no charge**

**Conditional Use Permit: \$100.00**

**Flood Plan Variance: \$100.00**

**Other: check with staff for fee**

**APPLICATION MUST BE COMPLETELY FILLED OUT**

**APPLICATION AUTHORIZATION:**

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

Robert L. Walcott 09/30/2020  
Signature of Owner or Agent Date

**PERMISSION TO ACT AS AUTHORIZED AGENT:**

As owner of 1404 Third (municipal street address of property), I hereby authorize Bob Walcott to act on my behalf during the Planning Commission approval process.

BSL Holdings, Ltd. Robert L. Walcott 09/30/2020  
Signature of Property Owner member Date

**STAFF USE ONLY:**

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

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

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

CITY OF SANDUSKY, OHIO  
DEPARTMENT OF PLANNING

# PLANNING COMMISSION REPORT

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PETITION FOR VACATION OF 16.5' ALLEY  
LOCATED BEHIND 1404-1424 THIRD STREET  
AND PARCELS ON 4<sup>TH</sup> STREET.

Reference Number: PROWV20-0001

Date of Report: 10-21-2020

Report Author: Greg Voltz, Planner



# City of Sandusky, Ohio

## Planning Commission Report

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### BACKGROUND INFORMATION

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Bob Waldock, on behalf of BSL Holdings Ltd, has submitted a petition for the vacation of a 16.5' alley located behind 1404-1424 Third Street and parcels on 4<sup>th</sup> street. The following information is relevant to this application:

Applicant: BSL Holdings Ltd  
PO Box 1489  
Sandusky, Ohio 44870

Authorized Agent(s): Bob Waldock  
PO Box 1489  
Sandusky, OH 44870

Site Location: Alley located behind 1404 – 1424 Third Street (57-00419.000, 57-02037.000, 57-02039.000, 57-05552.000, 57-05554.000), and Parcels on 4<sup>th</sup> Street (57-00087.000, 57-05556.000, 57-02045.000).

Zoning: City right-of-way

Adjacent Zoning  
& Uses: North: “CS” – Commercial Service, Residential  
South: “CS” – Commercial Service, Vacant Land  
East: “GM” – General Manufacturing, Vacant Land  
West: “CS” – Commercial Service, Vacant Land

Site Area: Alley – 0.1082 Acre

Existing Use: Undeveloped – City right-of-way

Proposed Use: The proposed vacated area will split between parcels currently owned by BSL Holdings Ltd and adjacent property owners.

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## SITE DESCRIPTION

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The Alley located behind 1404 – 1424 Third Street (57-00419.000, 57-02037.000, 57-02039.000, 57-05552.000, 57-05554.000), and Parcels on 4<sup>th</sup> Street (57-00087.000, 57-05556.000, 57-02045.000). The parcels adjacent to the right-of-ways are currently zoned as “CS”- Commercial Service and “GM” – General Manufacturing.

Per the Ohio Revised Code the proposed vacation of the alley and street would be divided between the adjacent property owners, in this case between BSL Holdings Ltd, and all adjacent property owners. All adjacent property owners have signed the petition for this alley vacation. The applicant proposes to vacate the parcel to create a more usable site.

The applicant is also requesting a vacation of 4<sup>th</sup> Street just to the south of parcels 57-00087.000, 57-05556.000, 57-02045.000.

Please see below for an aerial photo, and zoning map of the subject property.

### Alley Outlined in Red





#### Zone Map Setbacks



#### PUD - Planned Unit Development



#### Parcels



#### TRO - Transient Rental Overlay



#### Zoning

- AG - Agriculture
- CA - Commercial Amusement
- CR - Commercial Recreation
- CS - Commercial Service
- DBD - Downtown Business
- GB - General Business
- GM - General MANufacturing
- LB - Local Business
- LM - Local Manufacturing
- P - Auto Parking

- PF - Public Facilities
- R1-40 - Single Family Residential
- R1-50 - Single Family Residential
- R1-60 - Single Family Residential
- R1-75 - Single Family Residential
- R2F Two-Family Residential
- RB - Roadside Business
- RMF - Multi-Family Residential
- RRB - Residential/Business
- RS - Residential Suburban



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**PLANNING STAFF COMMENTS**

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The applicant has worked diligently with staff prior to submitting the application, petition, and supporting documents for this proposed vacation. The applicant believes that this will benefit all adjacent property owners. The alley is currently unimproved and minimally maintained. Staff does not believe the alley holds a long term use, as a short dead end alley, surrounded by commercial and manufacturing zoned parcels.

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**ENGINEERING STAFF COMMENTS**

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The City's Engineering staff has not reviewed the proposed alley vacation at time of this report being written.

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**BUILDING STAFF COMMENTS**

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The City Building Official has not reviewed the proposed alley vacation at time of this report being written.

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**POLICE DEPARTMENT COMMENTS**

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The Police Department has not reviewed the proposed alley vacation at time of this report being written.

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**FIRE DEPARTMENT COMMENTS**

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The Fire Department has not reviewed the proposed alley vacation at time of this report being written.

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**CONCLUSION/RECOMMENDATION**

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In conclusion, planning staff has no objection to the Sandusky City Planning Commission recommending approval of the requested vacations to the City Commission because vacation of the alley will not adversely impact the adjoining properties and all the adjacent property owners have signed the petition. This right-of-way is no longer of use for the public. With this in mind planning staff recommends that a recommendation of approval to City Commission is granted.



**Planning Commission  
October 28, 2020  
Meeting Minutes**

**Meeting called to order:**

Chairman McGory called the meeting to order at 4:34pm. The meeting took place virtually. The following members were present: Jade Castile, Conor Whelan, David Miller, and Mike Zuilhof. Jim Jackson and Mike Meinzer were not present. Greg Voltz and Tom Horsman represented the Planning Department.

**Approval of minutes from the September 23, 2020 meeting:**

Mr. Miller made a motion to approve the minutes as submitted and Mr. Zuilhof seconded the motion. All voting members present were in favor.

**New Business:**

**1. 407 W. Jefferson and 426 Central Ave:**

Mr. McGory stated that the first application on the agenda was submitted by Geoff Palmer, on behalf of Central Catholic Athletic Boosters, for a site plan for a temporary parking area at 407 W. Jefferson and 426 Central Ave. Mr. Voltz explained that a temporary parking area is proposed while funds are raised for a permanent plan. He stated that Planning Staff recommends approval of the proposed temporary site with the following conditions: 1) The approval is for a period of two years, at which time the applicant will need to come back to Planning Commission for another temporary approval, or permanent site plan approval. If long-term use of this site is desired to be parking a rezone to "P" – Auto Parking would be required prior to site plan approval, 2) The applicant properly maintains markings on the temporary surface, 3) Install bicycle parking for students and teachers. Mr. Zuilhof stated that he thinks the commission should make sure that if this is approved that sidewalks are not left in disrepair. Mr. Zuilhof then made a motion to approve the application with the conditions outlined in the staff report as well as a condition to make sure any needed sidewalk repairs are completed in a reasonable amount of time. Mr. Miller seconded the motion. Mr. McGory asked who would be responsible for checking to see if the sidewalks are in good condition or not. Mr. Voltz stated that he could make sure that the Department of Public Works is in discussion with Mr. Palmer regarding the sidewalks.

**2. 1512 George St:**

Mr. McGory stated that the second application on the agenda was submitted by Roger Boesch, on behalf of XIACHUN LLC, for a site plan for a new addition to the existing building located at 1512 George Street. Mr. Voltz explained that the property is currently used for personal storage. He said that Planning Staff recommends approval of the proposed site plan with the following conditions: 1) All applicable permits are obtained through the Building Department, Engineering Department, and any other applicable departments or agencies, 2) If exterior lighting is added to the plan, the applicant must submit, for staff approval, the lighting plan and fixtures so that they are shielded parallel to the ground and to the neighboring houses and properties. Mr. Miller made a motion to approve the application subject to staff conditions and Mr. Whelan seconded the motion. All voting members were in favor of the motion.

**3. 1404-1424 Third St and parcels on Fourth St:**

Mr. McGory stated that third on the agenda is a petition submitted by Bob Waldock, on behalf of BSL Holdings Ltd, has for the vacation of a 16.5' alley located behind 1404-1424 Third Street and parcels on 4th Street. Mr. Voltz stated that all neighboring property owners have signed the petition. Per the Ohio Revised Code, the vacated alley would be split down the middle and given to each adjacent property owner. He then said that Planning Staff has no objection and recommends approval to City Commission, contingent on if any buried utilities are discovered easements be granted so utilities can be properly maintained. Mr. Zuilhof made a motion to approve with staff conditions and Mr. Miller seconded. All voting members were in favor.

**4. 4<sup>th</sup> St between parcels 57-00087.000, 57-05556.000, 57-02045.000 to the north and 57-00087.000, 57-05555.000 to the south.**

Mr. McGory stated that fourth on the agenda is a petition submitted by Bob Waldock, on behalf of BSL Holdings LTD, for the vacation of Fourth Street located between parcels 57-00087.000, 57-05556.000, 57-02045.000 to the north and 57-00087.000, 57-05555.000 to the south. . Mr. Voltz stated that all neighboring property owners have signed the petition. The vacated alley would be split down the middle and given to each adjacent property owner. Staff recommends that this approval is contingent on all property owners affected combine their parcels so that no land locked parcel is created. This would allow access to the new combined parcels via 3rd Street or a future improved 4th Street. This could also create more developable parcels for future commercial use. Mr. Miller moved to approve the application subject to staff conditions and Ms. Castile seconded the motion. All voting members were in favor of the motion.

**Old Business:**

**1. Discussion regarding zoning near First, Second, and Third Street between Farwell Street and the Cedar Point Dormitories.**

Mr. Voltz stated that Planning Staff went out and talked with residents living in that area. Two residents Mr. Voltz spoke with who live on Third St requested no change in zoning. After hearing from residents and talking internally, staff recommend rezoning only parcels shown to Commercial Recreation, which are limited to between First and Second Street. Mr. Voltz stated that in order to give adequate notice to residents, the meeting on these agenda items would need to be in December.

**Next Meeting:**

November 16th

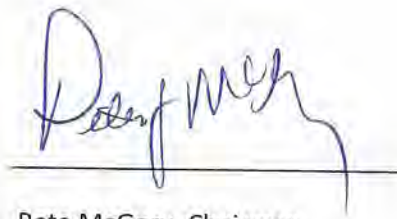
**Meeting Adjourned:**

Mr. Whelan moved to adjourn and the meeting. All voting members were in favor and the meeting ended at 5:22pm.

**Approved:**



Kristen Barone, Clerk



Pete McGory, Chairman



## Department of Planning

240 Columbus Avenue  
Sandusky, OH 44870  
Phone: 419.627.5973  
Fax: 419.627.5933  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

October 29, 2020

Planning Commission at the October 28, 2020 meeting recommended approval to the City Commission for the proposed petition for vacation of an alley located behind 1404 – 1424 Third Street (57-00419.000, 57-02037.000, 57-02039.000, 57-05552.000, 57-05554.000), and Parcels on 4<sup>th</sup> Street (57-00087.000, 57-05556.000, 57-02045.000).

Peter McGory  
Planning Commission Chair

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

**AN ORDINANCE VACATING A PORTION OF ALLEY LOCATED SOUTH OF 1404-1424 THIRD STREET, WITHIN THE CITY, AS SET FORTH ON THE VACATION PLAT, A COPY OF WHICH IS MARKED EXHIBIT "A-2", ATTACHED TO THIS ORDINANCE AND INCORPORATED HEREIN.**

**WHEREAS**, Section 723.04 of the Ohio Revised Code provides for statutory proceedings to vacate a street, alley, or portion thereof by the legislative authority upon petition by a person owning a lot in the immediate vicinity of the street or alley; and

**WHEREAS**, the petitioner, Robert Waldock, on behalf of BSL Holdings Ltd., and all abutting property owners are consenting to and signed the Petition for Vacation which dispensed with the notice requirement contained in Section 723.06 of the Ohio Revised Code; and

**WHEREAS**, the City's Engineering Department, Police Department, Fire Department and Building Department have reviewed the petition for vacation and do not object; and

**WHEREAS**, the Planning Commission considered this vacation request at its October 28, 2020, meeting and resolved to recommend approval of the requested vacation; and

**WHEREAS**, pursuant to the requirements of Section 723.04 of the Ohio Revised Code, the City Commission held a public hearing at its December 14, 2020, regularly scheduled meeting to consider the Planning Commission's recommendation for **approval** pursuant to Section 713.02 of the Ohio Revised Code; and

**WHEREAS**, this City Commission finds that there is good cause for such vacation as prayed for and that such vacation will not be detrimental to the general interest and is conducive to the general interests of the public and the area is no longer needed for any municipal purpose, and that it should be made; 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 of the City of Sandusky, that is vacation be made; NOW, THEREFORE,

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

Section 1. The portion of an alley located south of 1404-1424 Third Street (Parcel Nos. 57-00419.000, 57-02037.000, 57-02039.000, 57-05552.000, and 57-05554.000) and north of Fourth Street (Parcel Nos. 57-00087.000, 57-05556.000, and 57-02045.000), labeled as described on the vacation plat, with a total area of approximately 0.1082 acres of land, more or less, and as more fully described in the legal description and vacation plat marked Exhibits "A-1" and "A-2", attached to this Ordinance and specifically incorporated herein, be and the same are hereby vacated

pursuant to the Ohio Revised Code, Section 723.08 and is a revocation of the acceptance thereof by this City Commission.

Section 2. The said vacation be and hereby is subject to the permanent easements for public utility purposes in such vacated premises as set forth in Section 723.041 of the Ohio Revised Code.

Section 3. The Clerk of the City Commission be instructed to endorse upon the plat, the City Commission action in vacating such portion of the street and to cause said plat to be recorded in the office of the Erie County Recorder and to notify the Auditor of Erie County of such vacation, by sending a copy of this Ordinance.

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

Section 5. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and 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 Ordinance shall take effect at the earliest time allowed by Law.

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

ATTEST: \_\_\_\_\_  
MCKENZIE E. SPRIGGS  
CLERK OF THE CITY COMMISSION

Passed:



### DESCRIPTION ALLEY VACATION

Situated in part of Frederick Klein's Subdivision of part of Outlot Number 31 and Outlot Number 32 east of Sycamore Line as per plat recorded in Volume 3 Page 27 of the Erie County Records, Ward 2, City of Sandusky, Erie County, Ohio, and being more particularly described as follows;

Commencing at an iron pin found at the northeasterly corner of Lot Number 7 in said Frederick Klein's Subdivision, said point being on the southerly right of way line of Third Street;

Thence North  $89^{\circ}-56'-00''$  West, along the northerly line of said Lot Number 7 and the southerly right of way line of Third Street, a distance of 142.80 feet to a point at the northwesterly corner of said Lot Number 7, being the northwesterly corner of a parcel of land now or formerly owned by BSL Holdings LTD. as per deed recorded in RN202006790 of the Erie County Records, said point also being on the easterly right of way line of vacated Arthur Street, being Ordinance No. 87-118 as per deed recorded in Volume 539 Page 214 and Page 215 of the Erie County Records ;

Thence South  $00^{\circ}-00'-00''$  West, along the westerly line of said Lot Number 7 and said BSL Holdings LTD. parcel and along the easterly right of way line of said vacated Arthur Street a distance of 132.00 feet to a point at the southwesterly corner of said Lot Number 7, said point being the principal place of beginning for this description;

1. Thence South  $89^{\circ}-56'-00''$  East, along the southerly line of said Lot Number 7 and said BSL Holdings LTD. parcel and the southerly line of a parcel of land now or formerly owned by Proactive Home Buyers LLC. as per deed recorded in RN201509332 of the Erie County Records and the southerly line of Lot Number 8 in said Frederick Klein's Subdivision, being the southerly line of a parcel of land now or formerly owned by Robert and Deborah Herold as per deeds recorded in RN201405071, RN200215404 and RN200202057 (Parcels No. 1 and No. 4) of the Erie County Records, a distance of 285.60 feet to a point at the southeasterly corner of said Lot Number 8, said point being on the westerly line of a parcel of land now or formerly owned by BSL Holdings LTD. as per deed recorded in RN200711348 of the Erie County Records;

2. Thence South  $00^{\circ}-00'-00''$  West, along the westerly line of said BSL Holdings LTD. parcel, a distance of 16.50 feet to a point at the northeasterly corner of Lot Number 6 in said Frederick Klein's Subdivision, being the northeasterly corner of a parcel of land now or formerly owned by Robert and



Deborah Herold as per deed recorded in RN200202057 (Parcel No. 3) of the Erie County Records;

3. Thence North  $89^{\circ}-56'-00''$  West, along the northerly line of said Lot Number 6 and said Herold parcel and the northerly line of Lot Number 5 in said Frederick Klein's Subdivision, being the northerly line of a parcel of land now or formerly owned by BSL Holdings LTD. as per deed recorded in RN201311232 (Parcel No. 2) of the Erie County Records, a distance of 285.60 feet to a point at the northwesterly corner of said Lot Number 5, said point being on the easterly right of way line of said vacated Arthur Street;

4. Thence North  $00^{\circ}-00'-00''$  East, along the easterly right of way line of said vacated Arthur Street, a distance of 16.50 feet to the place of beginning and containing 0.1082 acres of land, but subject to all easements and restrictions of record.

In the above description the courses were referred to a meridian assumed for the purpose of indicating angles only.

This description was prepared by David A. Williams, Registered Surveyor No. 7166 and was taken from matters of record and not an actual field survey on September 2, 2020.



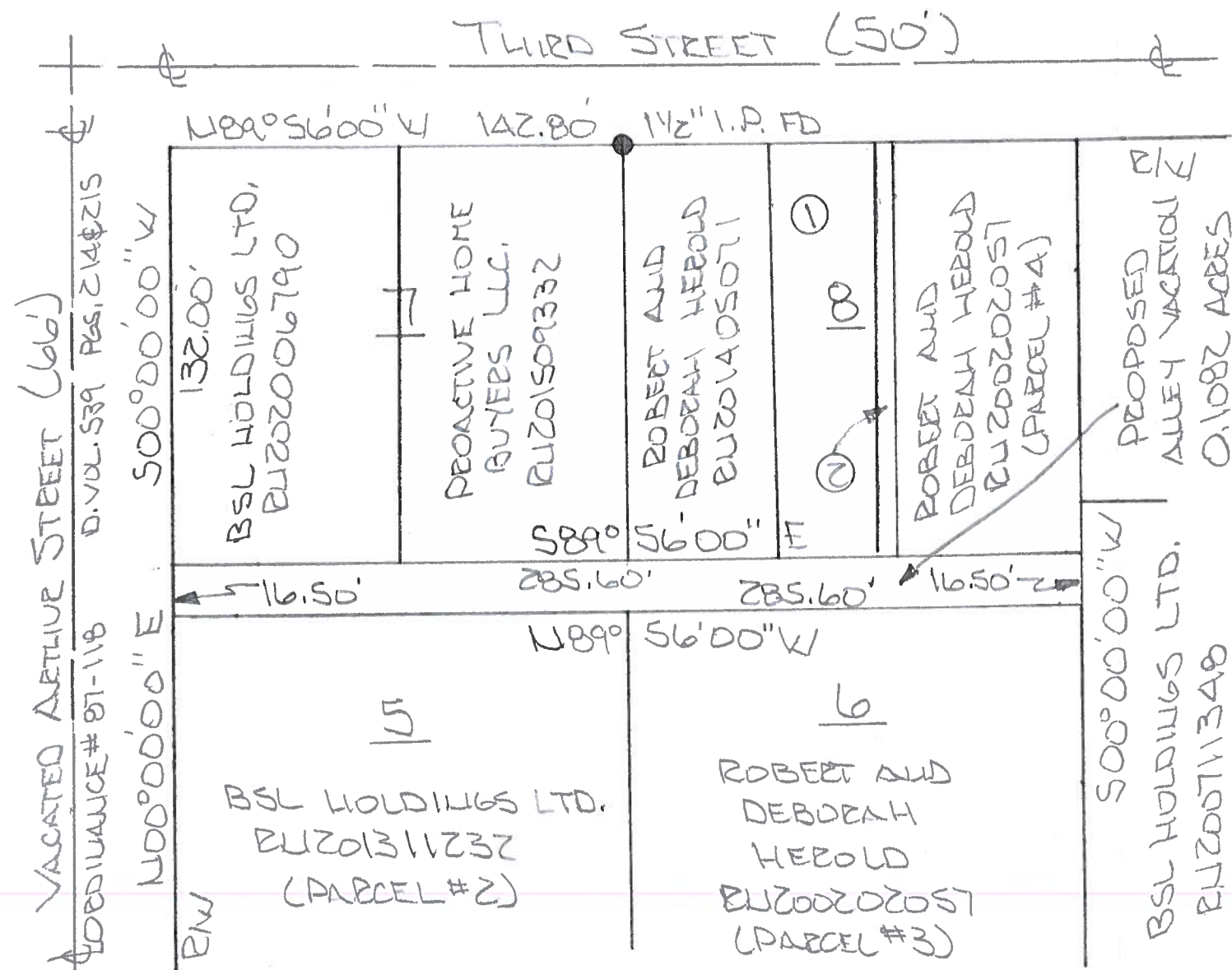
David A. Williams

Registered Surveyor No. 7166

APPROVED as per Erie County Requirements  
And Sections 4733-37 thru 4733-37-07 of the Ohio  
Administrative Code only. No Field Verifications  
for Accuracy made.

Engineer/Surveyor: Erie County Engineer's

Date: 9-03-2020



FREDERICK KLEIN'S SUBDIVISION  
PLAT VOL. 3 PG. 27

- ① ROBERT AND DEBORAH HEROLD RU200215404
- ② ROBERT AND DEBORAH HEROLD RU200202057 (PARCEL #1)

PLAT

BEING PART OF FREDERICK KLEIN'S  
SUBDIVISION OF PART OF OUTLOT  
NUMBERS 31 AND 32 EAST OF  
SYCAMORE LINE PLAT VOL. 3 PG. 27  
SECOND WARD CITY OF SALDUSKY  
ERIE COUNTY, OHIO

AUGUST 2020

0 25 50 75 100

SCALE ~ 1" = 50'



*David A. Williams*  
DAVID A. WILLIAMS  
REG. SURVEYOR #7166

APPROVED as per Erie County Requirements  
And Sections 4733-37 thru 4733-37-07 of the Ohio  
Administrative Code only, No Field Verifications  
for Accuracy made.

*Chris D. Farnsworth*  
Engineer/Surveyor: Erie County Engineer's  
Date: 9-03-2020



## COMMUNITY DEVELOPMENT

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

TO: Eric Wobser, City Manager

FROM: Debi Eversole, Housing Development Specialist

DATE: December 2, 2020

RE: City Commission Agenda Item

**ITEMS FOR CONSIDERATION:** The purpose of this communication is to request approval of legislation allowing the City Manager to execute a 'Purchase and Sale Agreement' for non-productive land currently in the City of Sandusky's Land Reutilization Program that is no longer needed for any municipal purpose. The Parcel in consideration is located on Decatur Street, further identified as 627 Decatur Street, Erie County Parcel No. 59-00107.000, Sandusky Ohio.

**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 Parcel No. 59-00107.000 by Resolution No. 007-15R, passed on February 9, 2015. 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.

Allen Walker – 621 & 623 Decatur Street and NLP Properties, LP – 629 Decatur Street have both requested ownership of 627 Decatur Street. Each party requested sole ownership, and are aware that the other party is interested. They each have agreed that if sole ownership is not possible, they would split the property and acquire a portion of the property to be combined with their adjoining property.

In the August 4, 2020 Land Bank meeting, Mr. Walker was denied his request due to the fact that he is not in need of the additional green space as the vacant lot at 623 Decatur Street, which adjoins his residence at 621 Decatur Street was just recently acquired through the Mow to Own Program. This is his second request for this parcel with the same outcome.

During the same meeting, the Land Bank Committee requested that a third party be contacted to see if there was interest in a split of the parcel where the additional green space would be valued. A certified letter was sent and returned unclaimed to Gerold and Cynthia Schlett, who own the parcel at 634 Poplar Street. It was noted in the October 15, 2020 Land Bank meeting that the certified letter came back unclaimed. Therefore, the Land Bank Committee voted unanimously to recommend the parcel be offered to NPL Properties, LP through the Mow to Own Program.



**BUDGET IMPACT:** The cost associated with this purchase agreement is the total amount of the title examination, recording and transfer fees and deed preparation associated with the property. Any such costs shall be recouped by the City from the nonrefundable earnest money deposits required to be paid by Purchaser upon sale. By returning this nonproductive land to tax producing status, the taxing districts will begin collecting real property taxes in the amount of approximately one hundred twenty-four dollars (\$124.00) per year.

**ACTION REQUESTED:** It is requested legislation be approved allowing the City Manager to enter into a purchase agreement for the sale of non-productive property no longer needed for any municipal purpose located at 627 Decatur Street, Erie County Parcel No. 59-00107.000 to the adjoining property owner NLP Properties, LP. 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 agreement in a timely manner to ensure maintenance of the lot.

---

Debi Eversole,  
Community Development Programs Administrator

I concur with this recommendation:

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Eric L. Wobser, City Manager

cc:     Brendan Heil, Law Director  
        Michelle Reeder, Finance Director  
        McKenzie Spriggs, Commission Clerk

## CERTIFICATE OF FUNDS

In the Matter of: Sale of 627 Decatur Street

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 #239-4357-53000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 12/10/2020

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

**AN ORDINANCE DECLARING THAT CERTAIN REAL PROPERTY OWNED BY THE CITY AS PART OF THE LAND REUTILIZATION PROGRAM IDENTIFIED AS PARCEL NO. 59-00107.000, LOCATED AT 627 DECATUR STREET, SANDUSKY, IS NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE AND AUTHORIZING THE EXECUTION OF A PURCHASE AND SALE AGREEMENT WITH RESPECT TO THAT REAL PROPERTY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

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

**WHEREAS**, the City Commission previously authorized the acquisition of the property located at 627 Decatur Street, Parcel No. 59-00107.000 by Resolution No. 007-15R, passed on February 9, 2015, under said Land Reutilization Program which property is more specifically described in Exhibit "A", which is no longer needed for any municipal purposes; and

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

**WHEREAS**, adjoining property owner, NPL Properties, LP, desires to purchase Parcel No. 59-00107.000, which is more specifically described in Exhibit "A" (the "Property") attached to a certain Purchase and Sale Agreement, a copy of which is marked Exhibit "1" with respect thereto (the "Purchase Agreement"); and

**WHEREAS**, the Land Bank Committee met on October 15, 2020, and approved the acquisition and sale of the property through the "Mow to Own" Side Lot Disposition Program to NPL Properties, LP; and

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

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

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



this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. This City Commission finds, determines and declares that the Property, Parcel No. 59-00107.000, located at 627 Decatur Street, Sandusky, more specifically described in Exhibit "A", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, is no longer needed for any municipal purpose and that the execution of the Purchase and Sale Agreement providing for the sale, pursuant to Section 25 of the Charter of this City, to the Purchaser of the Property at the purchase price set forth in the Purchase and Sale Agreement, is in the economic interest of the City and in furtherance of the City's Land Reutilization Program referenced in those preambles in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. The City Manager is hereby authorized and directed to execute the Purchase and Sale Agreement on behalf of the City, substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the City's public purpose. Upon the exercise by the Purchaser to purchase the Property pursuant to the Purchase and Sale Agreement, the City Manager is also hereby authorized and directed on behalf of the City to execute a quit claim deed conveying the Property to the Purchaser, which quit claim deed shall be in a form satisfactory to the Law Director. The City Manager, Law Director, Finance Director, and other City officials, as appropriate, are each hereby authorized to execute and deliver such instruments, certificates and other documents and take such actions as are necessary and in the best interests of the City in order to carry out and consummate the foregoing actions authorized by this Ordinance.

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



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

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

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

ATTEST: \_\_\_\_\_  
MCKENZIE E. SPRIGGS  
CLERK OF THE CITY COMMISSION

Passed: December 14, 2020

## **PURCHASE AND SALE AGREEMENT**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2020, by and between the City of Sandusky, Erie County, Ohio, a Municipal Corporation, 240 Columbus Avenue, Sandusky, Ohio 44870, hereinafter referred to as the "Seller" and NLP Properties, LP at 904 Flemington Street, Pittsburgh, PA 15217 hereinafter referred to as the "Purchaser(s)".

### **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 at 627 Decatur Street, Erie County Parcel Number 59-00107.000, Sandusky, Ohio, and more fully described in the 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 629 Decatur Street, Erie County Parcel Number 59-00114.000, Sandusky, Ohio.
2. The total purchase price for the Property is Six Thousand Two Hundred Eighty Dollars (\$6,280.00), which is not less than the fair market value as determined by the appraised valuation of the Erie County Auditor. Purchaser shall pay a non-refundable earnest money deposit of one thousand five hundred fifty one dollars and fifty cents (\$1,551.50) in cash, certified check or cashier's check made payable to Seller. The remaining balance of four thousand seven hundred twenty eight dollars and fifty cents (\$4,728.50), shall be paid by in-kind service of the Purchaser by mowing and maintaining the Property in a nuisance free condition for a minimum of three (3) years 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 December 31, 2023, 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 December 31, 2023, 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:**

NLP PROPERTIES, LP

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Title*

*Printed Name* \_\_\_\_\_

State of \_\_\_\_\_ )

)

ss:

County of \_\_\_\_\_ )

)

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

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

\_\_\_\_\_  
NOTARY PUBLIC

**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

Approved as to Form:

---

Brendan Heil  
Law Director  
City of Sandusky

**EXHIBIT A**

Situated in the City of Sandusky, County of Erie and State of Ohio: Being part of Lot Number Thirty-Nine on Decatur Street in the Old Town Plat of said City, more definitely described as follows: Beginning at a point in the westerly line of Decatur Street, 8.40 feet northerly measured in said street line from the southeast corner of said lot; thence northerly in the westerly line of Decatur Street 24.47 feet; thence westerly parallel to the southerly line of said Lot 37, 57.85 feet; thence northerly parallel to the westerly line of Decatur Street, 4.40 feet; thence westerly parallel to the southerly line of said lot, 46.19 feet to an iron pipe monument set in the northeasterly line of Poplar Street; thence southeasterly in the northeasterly line of Poplar Street, 40.73 feet; thence easterly parallel to the southerly line of said lot and in the southerly line of land owned by the Grantor, 75.17 feet to the place of beginning.

Property Address: 627 Decatur Street, Sandusky, Ohio 44870  
Tax ID No.: 59-00107.000

# CITY OF SANDUSKY OHIO



## LAND REUTILIZATION PROGRAM

### "MOW TO OWN"

## SIDE LOT DISPOSITION PROGRAM

EXHIBIT

"B"



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



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

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

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

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



A. Qualified Properties.

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

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

B. Applicants.

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

C. Purchase.

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



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

D. Price.

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

E. Payment.

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

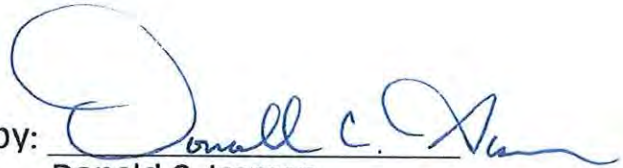
maintain the property in any way within the required minimum number of years, the purchaser shall be in breach of the Purchase Agreement.

F. Breach of the Purchase Agreement.

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

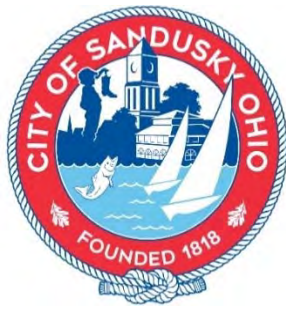
Date: 9-16-11

Approved by: \_\_\_\_\_



Donald C. Icsman  
Acting City Manager





## DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

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

Date: December 10, 2020

Subject: **Commission Agenda Item – Updating sections of ordinances 933 and 939**

**ITEM FOR CONSIDERATION:** Legislation approving updates to the Water and Sewer fee schedules from the Codified Ordinance Chapters 933 and 939.

**BACKGROUND INFORMATION:** The 1996 fees for water taps and 1980 fees for sewer connection charges are outdated and unfairly weighted against larger connections. For background reference, the labor involved by City staff is included in both fees, which includes various extents of time and efforts. Additionally, in the cases of larger service line connections or “taps”, there are drawings to review. There could be several departments and staff members involved in this process. The current fees are set in ordinance format. Keep in mind these changes **ARE NOT** rate changes to residential accounts and are effectively applied to private land developers, re-developers, sewage haulers and industries.

### Public Works Department Recommendations:

#### **Water Connection Fees:**

As a standard, the City **does** purchase and then provide (sells) the meter unit, which is the single largest cost factored into this price. The City labor expended on these connections would be in the plan reviews, utility location markings and visual inspection of the connections and subsequent restoration of any public right of way, if the contractor fails to do so. Additionally, the City Water Department makes this connection/tap to the main line for each customer desiring such, so there is much more labor incurred by staff in the instance of a water tap. The proposed rates for Chapters 939.03, 939.04 are based on an average cost of the 8 regionally and demographically comparable areas listed on the attachment. Additionally, an annual 3 percent increase would be prudent to pay for increased labor costs and inflation of the costs of a meter, as those are constantly increasing also. In general, the proposed pricing is increased for the smaller service lines and reduced for the larger lines. It could be said that the decrease in fees for larger service lines is a sort of incentive for economic development appealing to larger water consumers. Industrial and process uses tend to be typical larger water users. In the example of a 6” service line (possible fire suppression line), the tap fee proposed is to be decreased by over \$10,000.

#### **Sewer Connection Fees:**

As a standard, the City **does not** provide the fittings OR installation labor for this connection fee. The City labor expended on these connections would only be for the plan reviews, utility location markings, visual inspection of the connections and subsequent restoration of any

public right of way, if the contractor fails to do so. Because of these facts, the fees for sewer taps are a fraction of the water taps. The proposed fees for Chapter 933.15 are grouped into only a handful of cost ranges, as the sewer diameter is not directly related to the water service line and does not necessarily require more inspection work as the size increases. There may be more plan review and more cursory work related to existing utilities for the larger lines, making justification for slight increases in the fees as sewer tap sizes increase. The other way many communities charge for sewer taps is basing it off of the desired sewer tap diameter. Using this methodology would also be a more equitable way to assess fees for connection, than the current method. However, we are not proposing that at this time.

***Storm Sewer Rates:***

Chapter 933.25 addresses storm water charges that shall be applied to each sewer account, which is how it has been billed since the storm utility was implemented in 2015. The original plan was to develop a measuring tool based in impervious surface on each parcel called the *Equivalent Residential Unit (ERU)*, and then begin billing at that revised rate on January 1, 2021. Staff is not prepared at this time to make this recommendation as it would increase storm sewer costs to many property owners, and therefore would like to continue billing as per the current language of per property, not per ERU.

***High Strength Surcharges:***

Section 933.27, last updated in 2015, the current fees do not reflect the recent findings and science to address the algal-causing fertilizers and pesticides commonly used by agricultural uses. The new fees reflect updated fees for Biological Oxygen Demand (BOD) and suspended solids (SS) and even greater increases for phosphorus, a chemical commonly used as a fertilizer and often linked to algal blooms in Lake Erie. These increased loading restrictions are included in the City's five-year National Pollution Discharge Elimination System (NPDES) permit received in 2020.

***Miscellaneous Charges:***

Section 933.28, last updated in 2015 also primarily deals with private sewer haulers who are commonly known for bringing super-concentrated loads of sewage into the plant from rural septic systems outside City limits. The recommended changes made to this ordinance subtly increases rates by 5% for 2021, rather than the 3% currently stated. Going forward, these charges will increase 3% annually for the increased cost of chemical treatment and labor also. Additionally, the update memorializes how haulers shall be charged, taking out "the honor system" of load sizes being brought in and ultimately treated by our plant. The current procedure is to ask the driver how much material they are dumping and then billing for that amount. If that driver claims their tank is half-full, we have no mechanism by which to confirm. Staff investigated the option of installing a flow metering skid to rectify this but decided to go a different route when costs began exceeding \$100,000. The new set-up will be to simply bill the maximum amount of the truck capacity. This will eliminate the real possibility that the residents within the City are subsidizing those folks outside the City that aren't connected to the sewer system in any way.

**Finance Department Recommendations:**

***Nonreceipt of Bill:***

Section 939.17, we are simply omitting the phrase, "to the owner of consumer." The section reiterates the fact that failure to receive a utility bill in the mail, does not relieve any person from the obligation of payment. Effective January 1, 2021, water bills will only be provided to the property owners.



**BUDGETARY INFORMATION:** There are no fees associated with making these administrative changes. The updated rates were calculated based on actual time and materials to complete the work by City staff. They were then compared to other cities to ensure Sandusky stays competitive and fair with other cities that have updated their same fees more frequently. Furthermore, the updated fees are to eliminate the fact that the City's utilities, in turn protecting the residents who have been subsidizing a portion of the private developers and private haulers due to the age of the ordinance.

**ACTION REQUESTED:** It is recommended that proper legislation be prepared to fairly pay for the related labor, equipment, equipment maintenance, fuel and materials associated with each of these items and incurred by City Departments as fees, 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 new fees and rates, in particular the storm water rate, to take effect prior to the 2021 calendar year since there is no mechanism to bill as per the current language.

I concur with this recommendation:

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Eric Wobser  
City Manager

---

Aaron Klein, PE  
Director, City Engineer

cc: M. Spriggs, Commission Clerk; M. Reeder, Finance Director; B. Heil, Law Director

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

AN ORDINANCE AMENDING PART NINE (STREETS, UTILITIES, AND PUBLIC SERVICES CODE), TITLE THREE (UTILITIES), CHAPTER 933 (SEWER REGULATIONS AND RATES) SECTION 933.07 (DEFINITIONS), SECTION 933.15 (COMPUTATION OF CONNECTION CHARGES), SECTION 933.17 (BUILDING SEWER AND SEWER CONNECTIONS), SECTION 933.25 (RATES), SECTION 933.27 (HIGH STRENGTH SURCHARGES), AND SECTION 933.28 (MISCELLANEOUS CHARGES) OF THE CODIFIED ORDINANCES OF THE CITY OF SANDUSKY IN THE MANNER AND WAY SPECIFICALLY SET FORTH HEREINBELOW; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

**WHEREAS**, the City's 1996 fees for water taps and 1980 fees for sewer connection charges are outdated and unfairly weighted against larger connections and these proposed amendments to Chapter 933 will update the sewer connection fees, storm water rates, high strength surcharges, and miscellaneous fees that will only effect private land developers, re-developers, sewage haulers and industries; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to allow the new fees and rates, in particular the storm water rate, to take effect January 1, 2021, as there is no mechanism to bill in the current language; 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:

**NEW LANGUAGE APPEARS IN BOLD PRINT**

**LANGUAGE TO BE STRICKEN APPEARS WITH A STRIKE THROUGH IT**

**LANGUAGE TO REMAIN UNCHANGED APPEARS IN REGULAR PRINT**

Section 1. Part Nine (Streets, Utilities, And Public Services Code), Title Three (Utilities), Chapter 933 (Sewer Regulations and Rates), Section 933.07 (Definitions) be amended by the deletion of one (1) definition and the addition of two (2) definitions as follows and the subsequent alphabetizing and renumbering:

**DELETE**

~~"Equivalent Residential Unit (ERU)" means the statistical average horizontal impervious area of "residential units" (single family, mobile homes, multifamily, condominiums, etc., within the City). The horizontal impervious area includes, but is not limited to, all areas covered by structures, roof extensions, patios, porches, driveways and sidewalks. The ERU shall be established by the City of Sandusky prior to January 1, 2017.~~

ADD

“Chief Foreman” means the Chief Foreman of the City POTW.

“POTW” means Publicly Owned Treatment Works.

Section 2. Part Nine (Streets, Utilities, And Public Services Code), Title Three (Utilities), Chapter 933 (Sewer Regulations and Rates), Section 933.15 (Computation Of Connection Charges), Section 933.17 (Building Sewer And Sewer Connections), Section 933.25 (Rates), Section 933.27 (High Strength Surcharges), and Section 933.28 (Miscellaneous Charges) of the Codified Ordinances of the City are hereby amended as follows:

933.15 COMPUTATION OF CONNECTION CHARGES.

(a) Connection charges shall be computed as follows in Fee Schedule “B”, which is also included in duplicate in Section 939.03 (Setting Tap Charges):

City of Sandusky									
Engineering Permit - Fee Schedule B.									
CONNECTION CHARGES									
Water Meter Size	Equivalent Size	Water Connection		Size Tap	Tap Fee	Total Water Fees	Sewer Connection	Total Fees	
5/8"	1	\$1,044.10		3/4"	\$765.52	\$1,809.62	\$255.00	\$2,064.62	
5/8"	1	\$1,044.10		1"	\$838.71	\$1,882.81	\$255.00	\$2,137.81	
3/4"	2	\$1,143.83		3/4"	\$765.52	\$1,909.35	\$357.00	\$2,266.35	
3/4"	2	\$1,143.83		1"	\$838.71	\$1,982.53	\$357.00	\$2,339.53	
1"	3	\$1,345.36		1"	\$838.71	\$2,184.06	\$561.00	\$2,745.06	
1"	3	\$1,345.36		1 1/2"	\$1,957.15	\$3,302.51	\$561.00	\$3,863.51	
1 1/2"	4	\$6,648.40		1 1/2"	\$1,957.15	\$8,605.55	\$1,020.00	\$9,625.55	
2"	5	\$7,439.37		2"	\$2,144.49	\$9,583.86	\$1,020.00	\$10,603.86	
3"	6	\$3,472.08		3"	\$503.27	\$3,975.35	\$1,020.00	\$4,995.35	
4"	7	\$3,571.77		4"	\$625.67	\$4,197.44	\$1,020.00	\$5,217.44	
6"	8	\$6,762.28		6"	\$625.67	\$7,387.95	\$1,530.00	\$8,917.95	
8"	9	\$11,628.11		8"	\$834.77	\$12,462.88	\$1,530.00	\$13,992.88	
10"	10	\$15,014.40		10"	\$834.77	\$15,849.17	\$1,530.00	\$17,379.17	
12"	11	\$16,422.00		12"	\$834.77	\$17,256.77	\$2,040.00	\$19,296.77	
Water Only Meters									
Water Meter Size	Equivalent Size	Meter Fee	Double Yoke	W4 Hood & Tile	Total*				
5/8"	1	\$168.35	\$367.42	\$322.68	\$858.45				
3/4"	2	\$189.14	\$397.71	\$372.71	\$959.55				
1"	3	\$247.98	\$574.69	\$372.71	\$1,195.38				
1 1/2"	4	\$1,622.12			\$1,622.12				
Notice: All connections will require Plumbing Permits and Excavation permits. Plumbing permit cost varies and may be obtained by a Registered contractor or Homeowners occupying their own structure. Excavation permit costs are \$85.00 per trench and may be obtained by a Licensed Excavator only.									
FLOW RATES									
Meter size		GPM		Sewer Deduct Meter (Sprinkler/Pool Filling)					
5/8"		25		Residential - Cost of the Meter					
3/4"		35		Plumbing Permit \$64.00 + 1%BBS Fee= \$64.64					
1"		55		Commercial- Cost of the Meter					
1 1/2"	compound	100		Plumbing Permit \$100 + 3%BBS Fee= \$103.00					
1 1/2"	compound	200							
2"		160							
2"	compound	200							
3"	compound	500							
4"	compound	1000							
6"	compound	2000		Account #'s					
3"	turbo	650		Water Tap	612-0000-45271				
4"	turbo	1250		Water Meter	612-0000-45270				
6"	turbo	2500		Sewer Conne	613-0000-45070				
8"	turbo	3500							
10"	turbo	5500							
16"	turbo	10000							

Connection charges shall be increased by three percent (3%) each subsequent calendar year starting on January 1 2022. Thereafter, this annual Connection Charge increase shall take effect on the first of January each successive year. The City Engineer shall update the rates charged annually to reflect this increase. A current version of the rates charged will be on file in the office of the City Engineer.

<u>Size of Water Meter Serving the Premises (inches)</u>	<u>Equivalent 5/8" Water Meter Size</u>	<u>Charge</u>
5/8	1.0	\$ 202
3/4	1.5	303
1	2.5	505
1 1/2	5	1010
2	8	1616
3	15	3030
4	25	5050
6	50	10,100
8	80	16,160
10	120	24,240
12	215	43,430
Flumes		
3	76.5	15,453
6	272	54,944
9	613	123,826
12	1,120	226,240

~~(b) For water meters not listed above, the charge shall be computed as follows:~~

Water Meter Capacity  
in GPM  
20 GPM  
(1980 Code 50.18.1)

×

The Connection Charge  
for a 5/8 Inch Water Meter

933.17 BUILDING SEWER AND SEWER CONNECTIONS.

- (a) (1) A separate and independent building sewer shall be provided for every building; except where one nonresidential building stands at the rear of another nonresidential building on an interior lot and no private sewer is available nor can be constructed to the rear building through an adjoining alley, court, yard, or driveway, the front building sewer may be extended to the rear building and the whole considered as one building sewer; but the City does not and will not assume any obligation or responsibility for damage caused by or resulting from any such single connection aforementioned.
- (2) A single connection to the public system may be provided for several nonresidential building sewers collected by a privately owned interceptor. All provisions of this chapter shall apply to the privately owned

interceptor.

(b) Old building sewers may be used in connection with new buildings only when they are found, on examination and test satisfactory to the City Engineer, to meet all requirements of this chapter and any other pertinent ordinance, law, or regulation.

(c) Abandoned sewers or openings shall be plugged to prevent dirt or fill material from entering the sewer system.

(d) Whenever possible, the building sewer shall be brought to the building at an elevation below the basement floor. In all buildings in which any building drain is too low to permit gravity flow to the public sewer, sanitary sewage carried by the building drain shall be lifted by an approved means and discharged to the building sewer.

(e) No connection or lateral extending to private property from a public sewer or drain shall be constructed except in accordance with specifications adopted or approved by the City Engineer.

(f) All connections, tapplings, or openings shall be made under the supervision of the City Engineer. The applicant for the permit shall notify the City Engineer when the connections are ready for inspection.

(g) At least ~~24~~ **48** hours notice must be given to the City Engineer before any streets or public right of way can be opened for the purpose of laying a private sewer or drain, and the work may not proceed until approval of the City Engineer is obtained.

(h) All excavations for building sewer installation shall be adequately guarded with barricades and lights so as to protect the public from hazard. Streets, sidewalks, parkways, and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the City. All refilling of the excavation made for the connection shall be under the supervision of the City Engineer.

(i) Whenever a building is demolished thus terminating sewage flow from the location, all building connections to the sewer system shall be plugged at the tapping or opening into the **public sewer main**, unless the building sewer is found to meet requirements of this chapter and any other pertinent ordinances, laws, or regulations; in which case the plug shall be at the property line. The plugging shall be made under the supervision of the City Engineer. The owner of the building shall notify the City Engineer as to when the plugging shall occur.  
(1980 Code 50.19)

### **933.25 RATES.**

Each user connected to the City system shall pay charges **as prescribed in this section** ~~equal to the sum of subsections (a) and (b) hereof~~ according to the size of the water meter ~~in subsection (a) hereof~~ and **the** quantity of wastewater ~~in subsection (b) hereof~~.

MONTHLY

- (a) Meter charge - (minimum) inside City users only: includes 100 cubic feet of use monthly:

Step 1: Effective April 1, 2015

Meter size	Capital Charge	Billing Charge	Commodity Charge	Monthly Charge
-	\$/Month	\$/Month	\$/Month	\$/Month
5/8"	2.57	1.22	4.96	8.75
3/4"	3.86	1.22	4.96	10.04
1'	6.43	1.22	4.96	12.61
1-1/2"	12.85	1.22	4.96	19.03
2"	20.56	1.22	4.96	26.74
3"	38.55	1.22	4.96	44.73
4"	64.25	1.22	4.96	70.43
6"	128.50	1.22	4.96	134.68
8"	205.60	1.22	4.96	211.78
10"	295.55	1.22	4.96	301.73
12"	552.55	1.22	4.96	558.73

Gravity Flume	Capital Charge	Billing Charge	Commodity Charge	Monthly Charge
-	\$/Month	\$/Month	\$/Month	\$/Month
3"	192.75	1.22	4.96	198.93
6"	706.75	1.22	4.96	712.93
9"	1,580.55	1.22	4.96	1,586.73
12"	2,878.40	1.22	4.96	2,884.58

All over 100 cubic feet shall pay the commodity charge above, per 100 cubic feet.

The Storm Water charge will be \$3.00 per property.

Step 2: Effective January 1, 2016

Meter size	Capital Charge	Billing Charge	Commodity Charge	Monthly Charge
-	\$/Month	\$/Month	\$/Month	\$/Month
5/8"	3.48	1.26	6.20	10.94
3/4"	5.22	1.26	6.20	12.68
1'	8.70	1.26	6.20	16.16
1-1/2"	17.40	1.26	6.20	24.86
2"	27.84	1.26	6.20	35.30
3"	52.20	1.26	6.20	59.66
4"	87.00	1.26	6.20	94.46
6"	174.00	1.26	6.20	181.46
8"	278.40	1.26	6.20	285.86
10"	400.20	1.26	6.20	407.66
12"	748.20	1.26	6.20	755.66

Gravity Flume	Capital Charge	Billing Charge	Commodity Charge	Monthly Charge
-	\$/Month	\$/Month	\$/Month	\$/Month
3"	261.00	1.26	6.20	268.46
6"	957.00	1.26	6.20	964.46
9"	2,140.20	1.26	6.20	2,147.66
12"	3,897.60	1.26	6.20	3,905.06

All over 100 cubic feet shall pay the commodity charge above, per 100 cubic feet.

The Storm Water charge will be \$3.00 per property.

Step 3: Effective January 1, 2017

Meter size	Capital Charge	Billing Charge	Commodity Charge	Monthly Charge
-	\$/Month	\$/Month	\$/Month	\$/Month
5/8"	4.62	1.30	7.75	13.67
3/4"	6.93	1.30	7.75	15.98
1'	11.55	1.30	7.75	20.60
1 1/2"	23.10	1.30	7.75	32.15
2"	36.96	1.30	7.75	46.01
3"	69.30	1.30	7.75	78.35
4"	115.50	1.30	7.75	124.55
6"	231.00	1.30	7.75	240.05
8"	369.60	1.30	7.75	378.65
10"	531.30	1.30	7.75	540.35
12"	993.30	1.30	7.75	1,002.35

Gravity Flume	Capital Charge	Billing Charge	Commodity Charge	Monthly Charge
-	\$/Month	\$/Month	\$/Month	\$/Month
3"	346.50	1.30	7.75	355.55
6"	1,270.50	1.30	7.75	1,279.55
9"	2,841.30	1.30	7.75	2,850.35
12"	5,174.40	1.30	7.75	5,183.45

All over 100 cubic feet shall pay the commodity charge above, per 100 cubic feet.

The Storm Water charge will be \$3.00 per property.

Step 4: Effective January 1, 2018

Meter size	Capital Charge	Billing Charge	Commodity Charge	Monthly Charge
-	\$/Month	\$/Month	\$/Month	\$/Month
5/8"	4.88	1.34	8.14	14.36
3/4"	7.32	1.34	8.14	16.80
1'	12.20	1.34	8.14	21.68
1 1/2"	24.40	1.34	8.14	33.88
2"	39.04	1.34	8.14	48.52
3"	73.20	1.34	8.14	82.68
4"	122.00	1.34	8.14	131.48
6"	244.00	1.34	8.14	253.48



8"	390.40	1.34	8.14	399.88
10"	561.20	1.34	8.14	570.68
12"	1,049.20	1.34	8.14	1,058.68

Gravity Flume	Capital Charge	Billing Charge	Commodity Charge	Monthly Charge
-	\$/Month	\$/Month	\$/Month	\$/Month
3"	366.00	1.34	8.14	375.48
6"	1,342.00	1.34	8.14	1,351.48
9"	3,001.20	1.34	8.14	3,010.68
12"	5,465.60	1.34	8.14	5,475.08

All over 100 cubic feet shall pay the commodity charge above, per 100 cubic feet.

The Storm Water charge will be \$3.00 per property.

Step 5: Effective January 1, 2019

Meter size	Capital Charge	Billing Charge	Commodity Charge	Monthly Charge
-	\$/Month	\$/Month	\$/Month	\$/Month
5/8"	5.02	1.38	8.39	14.79
3/4"	7.53	1.38	8.39	17.30
1'	12.55	1.38	8.39	22.32
1-1/2"	25.10	1.38	8.39	34.87
2"	40.16	1.38	8.39	49.93
3"	75.30	1.38	8.39	85.07
4"	125.50	1.38	8.39	135.27
6"	251.00	1.38	8.39	260.77
8"	401.60	1.38	8.39	411.37
10"	577.30	1.38	8.39	587.07
12"	1,079.30	1.38	8.39	1,089.07

Gravity Flume	Capital Charge	Billing Charge	Commodity Charge	Monthly Charge
-	\$/Month	\$/Month	\$/Month	\$/Month
3"	376.50	1.38	8.39	386.27
6"	1,380.50	1.38	8.39	1,390.27
9"	3,087.30	1.38	8.39	3,097.07
12"	5,622.40	1.38	8.39	5,632.17

All over 100 cubic feet shall pay the commodity charge above, per 100 cubic feet.

The Storm Water charge will be \$3.00 per property.

Step 6: Effective January 1, 2020

Meter size	Capital Charge	Billing Charge	Commodity Charge	Monthly Charge
-	\$/Month	\$/Month	\$/Month	\$/Month
5/8"	5.17	1.42	8.64	15.23
3/4"	7.76	1.42	8.64	17.82
1'	12.93	1.42	8.64	22.99
1-1/2"	25.85	1.42	8.64	35.91

2"	41.36	1.42	8.64	51.42
3"	77.55	1.42	8.64	87.61
4"	129.25	1.42	8.64	139.31
6"	258.50	1.42	8.64	268.56
8"	413.60	1.42	8.64	423.66
10"	594.55	1.42	8.64	604.61
12"	1,111.55	1.42	8.64	1,121.61

Gravity Flume	Capital Charge	Billing Charge	Commodity Charge	Monthly Charge
-	\$/Month	\$/Month	\$/Month	\$/Month
3"	387.75	1.42	8.64	397.81
6"	1,421.75	1.42	8.64	1,431.81
9"	3,179.55	1.42	8.64	3,189.61
12"	5,790.40	1.42	8.64	5,800.46

All over 100 cubic feet shall pay the commodity charge above, per 100 cubic feet.

The Storm Water charge will be \$3.00 per property.

Step 7- Effective January 1, 2021

Meter size	Capital Charge	Billing Charge	Commodity Charge	Monthly Charge
	\$/Month	\$/Month	\$/Month	\$/Month
5/8"	5.33	1.46	8.90	15.69
3/4"	8.00	1.46	8.90	18.36
1'	13.33	1.46	8.90	23.69
1-1/2"	26.65	1.46	8.90	37.01
2"	42.64	1.46	8.90	53.00
3"	79.95	1.46	8.90	90.31
4"	133.25	1.46	8.90	143.61
6"	266.50	1.46	8.90	276.86
8"	426.40	1.46	8.90	436.76
10"	612.95	1.46	8.90	623.31
12"	1,145.95	1.46	8.90	1,156.31

Gravity Flume	Capital Charge	Billing Charge	Commodity Charge	Monthly Charge
-	\$/Month	\$/Month	\$/Month	\$/Month
3"	399.75	1.46	8.90	410.11
6"	1,465.75	1.46	8.90	1,476.11
9"	3,277.95	1.46	8.90	3,288.31
12"	5,969.60	1.46	8.90	5,979.96

All over 100 cubic feet shall pay the commodity charge above, per 100 cubic feet.

The Storm Water charge will be \$4.00 per Equivalent Residential Unit property.

(Ord. 17-215. Passed 11-27-17.)

933.27 HIGH STRENGTH SURCHARGES.

(a) In addition to the minimum charges and the commodity charge provided for in this chapter, any non-significant industrial user discharging wastewater containing B.O.D. in excess of 250 mg/l, suspended solids in excess of 300 mg/l, or phosphorous in excess of 12 mg/l shall pay additional charges as follows:

- (1) B.O.D. ~~\$50.00~~ **\$55.00** per 100 pounds of excess over 250 mg/l
- (2) SS ~~\$45.00~~ **\$50.00** per 100 pounds of excess over 300 mg/l
- (3) Phosphorous ~~\$250.00~~ **\$300.00** per 100 pounds of excess over 12 mg/l

(b) Significant Industrial Users (SIUs) will have site specific Conventional Loading Rates, assigned by the City Engineer, and/or duly authorized employee of the City. These Loading Rates will be kept on file, and reviewed yearly. The City Engineer, and/or duly authorized employee of the City has the authority to make changes to these Loading rates if there is an increase in the SIUs production and/or discharge rate, an increase in Industrial Growth, or any situation that would create an increase in the industrial loading to the point where it will affect the efficiency of the City’s Wastewater Treatment Plant

Significant Industrial User Limits will be site specific and will be maintained by the Superintendent.  
(~~Ord. 15-140. Passed 10-13-15.~~)

933.28 MISCELLANEOUS CHARGES.

In addition to the above charges, each user shall pay the charges for miscellaneous service as determined by the City Manager and approved by the City Commission. The charges may be revised by the City Manager whenever in his opinion it is deemed appropriate. The City Engineer shall devise and procure the appropriate billing forms for such miscellaneous charges. **Sewer haulers will be charged as if every load dumped is full, equal to the entire capacity of the tank.**

	Step 1: Effective April 1, 2015	Step 2: Effective January 1, 2016	Step 3: Effective January 1, 2017	Step 4: Effective January 1, 2018
Gallons	Charge			
<del>1-1,000</del>	\$54.85	\$68.56	\$85.70	\$89.99
<del>1,001-2,000</del>	\$82.26	\$102.83	\$128.54	\$134.96
<del>2,001-3,000</del>	\$109.69	\$137.11	\$171.39	\$179.96
<del>3,001-4,000</del>	\$137.11	\$171.39	\$214.24	\$224.95
<del>4,001-5,000</del>	\$164.54	\$205.67	\$257.09	\$269.94
<del>5,001 or more</del>	\$219.38	\$274.22	\$342.77	\$359.91

	Step 5: Effective January 1, 2019	Step 6: Effective January 1, 2020	Step 7: Effective January 1, 2021
Gallons	Charge		
1 -1,000	\$92.69	\$95.47	<del>\$98.33</del> \$100.24
1,001 - 2,000	<del>\$139.01</del>	\$143.18	<del>\$147.48</del> \$150.34
2,001 - 3,000	\$185.35	\$190.92	<del>\$196.64</del> \$200.47
3,001 - 4,000	<del>\$231.70</del>	\$238.65	<del>\$245.81</del> \$200.58
4,001 - 5,000	<del>\$278.04</del>	\$286.38	<del>\$294.98</del> \$300.70
5,001 or more	<del>\$370.71</del>	\$381.83	<del>\$393.29</del> \$400.92

**The rates that sewer haulers will be charged shall increase three percent (3%) each subsequent calendar year starting on January 1 2022. Thereafter, this annual rate increase shall take effect on the first of January each successive year. The City Engineer shall update the rates charged to sewer haulers annually to reflect this increase. A current version of the rates charged to sewer haulers will be on file in the office of the City Engineer.**

~~{Ord. 15-021. Passed 2-9-15.}~~

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: December 14, 2020

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

AN ORDINANCE AMENDING PART NINE (STREETS, UTILITIES, AND PUBLIC SERVICES CODE), TITLE THREE (UTILITIES), CHAPTER 939 (WATER REGULATIONS AND RATES), SECTION 939.01 (SERVICE INSTALLATION; CONNECTIONS TO WATER MAINS OR DISTRIBUTION PIPES), SECTION 939.03 (SETTING TAP CHARGES), SECTION 939.04 (SETTING CONNECTION CHARGES), SECTION 939.05 (PRIVATE SERVICE LINES IN SAME TRENCH WITH PRIVATE SEWERS), 939.06 (NEW SERVICE LINES EQUIPPED WITH WATER METER), 939.17 (NONRECEIPT OF BILL) OF THE CODIFIED ORDINANCES OF THE CITY OF SANDUSKY IN THE MANNER AND WAY SPECIFICALLY SET FORTH HEREINBELOW; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

**WHEREAS**, the City's 1996 fees for water taps and 1980 fees for sewer connection charges are outdated and unfairly weighted against larger connections and these proposed amendments to Chapter 939 will increase fees for smaller service lines and reduced fees for larger lines that will only effect private land developers and re-developers; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to allow the new fees and rates to take effect January 1, 2021; and

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

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

**NEW LANGUAGE APPEARS IN BOLD PRINT**

**LANGUAGE TO BE STRICKEN APPEARS WITH A STRIKE THROUGH IT**

**LANGUAGE TO REMAIN UNCHANGED APPEARS IN REGULAR PRINT**

Section 1. Part Nine (Streets, Utilities, And Public Services Code), Title Three (Utilities), Chapter 939 (Water Regulations and Rates), Section 933.01 (Service Installation; Connections to Water Mains or Distribution Pipes), Section 939.03 (Setting Tap Charges), Section 933.04 (Setting Connection Charges), Section 939.05 (Private Service Lines in Same Trench With Private Sewers), 939.06 (New Service Lines Equipped With Water Meter), 939.17 (Nonreceipt of Bill) of the Codified Ordinances of the City of Sandusky are hereby amended as follows:

**939.01 SERVICE INSTALLATION; CONNECTIONS TO WATER MAINS OR**

**DISTRIBUTION PIPES.**

All applications for installation of services for water must be made at the Customer Accounting office in ~~the Sandusky City Hall Building~~. No person except an authorized employee of the **Department of Public Works**, Divisions of ~~Filtration and Water~~ Distribution will be permitted to make any connection to the water mains or distribution pipes of the Divisions of ~~Filtration and Water~~ Distribution.

~~(1980 Code 51.01)~~

**939.03 SETTING TAP CHARGES.**

(a) All physical taps into City-owned main lines will be made by ~~City Water Staff~~ authorized employees of the Department of Public Works, Division of Water Distribution. Tap charges include labor, equipment maintenance, saddle and valve, except for taps equal to or greater than 3". In these cases, materials (saddles and valves) are the responsibility of the property owner.

(ab) Water service pipes between the main and the stopcock at the curb and from the stopcock at the curb and to the meter shall be laid at not less than 4 feet below the surface of the street and the material used for the service pipes must be Type K Copper or other material approved by the City Engineer.

(1) At the time that a service pipe is constructed or installed, except to replace one that is no longer serviceable, a tap charge shall be made to the owner of the property to be served according to the following **Fee Schedule "B", which is also included in duplicate in Section 933.15 (Computation of Connection Charges):**

City of Sandusky								
Engineering Permit - Fee Schedule B.								
CONNECTION CHARGES								
Water Meter Size	Equivalent Size	Water Connection		Size Tap	Tap Fee	Total Water Fees	Sewer Connection	Total Fees
5/8"	1	\$1,044.10		3/4"	\$765.52	\$1,809.62	\$255.00	\$2,064.62
5/8"	1	\$1,044.10		1"	\$838.71	\$1,882.81	\$255.00	\$2,137.81
3/4"	2	\$1,143.83		3/4"	\$765.52	\$1,909.35	\$357.00	\$2,266.35
3/4"	2	\$1,143.83		1"	\$838.71	\$1,982.53	\$357.00	\$2,339.53
1"	3	\$1,345.36		1"	\$838.71	\$2,184.06	\$561.00	\$2,745.06
1"	3	\$1,345.36		1 1/2"	\$1,957.15	\$3,302.51	\$561.00	\$3,863.51
1 1/2"	4	\$6,648.40		1 1/2"	\$1,957.15	\$8,605.55	\$1,020.00	\$9,625.55
2"	5	\$7,439.37		2"	\$2,144.49	\$9,583.86	\$1,020.00	\$10,603.86
3"	6	\$3,472.08		3"	\$503.27	\$3,975.35	\$1,020.00	\$4,995.35
4"	7	\$3,571.77		4"	\$625.67	\$4,197.44	\$1,020.00	\$5,217.44
6"	8	\$6,762.28		6"	\$625.67	\$7,387.95	\$1,530.00	\$8,917.95
8"	9	\$11,628.11		8"	\$834.77	\$12,462.88	\$1,530.00	\$13,992.88
10"	10	\$15,014.40		10"	\$834.77	\$15,849.17	\$1,530.00	\$17,379.17
12"	11	\$16,422.00		12"	\$834.77	\$17,256.77	\$2,040.00	\$19,296.77
Water Only Meters								
Water Meter Size	Equivalent Size	Meter Fee	Double Yoke	W4 Hood & Tile	Total*			
5/8"	1	\$168.35	\$367.42	\$322.68	\$858.45			
3/4"	2	\$189.14	\$397.71	\$372.71	\$959.55			
1"	3	\$247.98	\$574.69	\$372.71	\$1,195.38			
1 1/2"	4	\$1,622.12			\$1,622.12			
Notice: All connections will require Plumbing Permits and Excavation permits. Plumbing permit cost varies and may be obtained by a Registered contractor or Homeowners occupying their own structure. Excavation permit costs are \$85.00 per trench and may be obtained by a Licensed Excavator only.								
FLOW RATES								
Meter size		GPM	Sewer Deduct Meter (Sprinkler/Pool Filling)					
5/8"		25	Residential - Cost of the Meter					
3/4"		35	Plumbing Permit \$64.00 + 1%BBS Fee= \$64.64					
1"		55	Commercial- Cost of the Meter					
1 1/2"	compound	100	Plumbing Permit \$100 + 3%BBS Fee= \$103.00					
1 1/2"	compound	200						
2"		160						
2"	compound	200						
3"	compound	500						
4"	compound	1000	Account #'s					
6"	compound	2000	Water Tap	612-0000-45271				
3"	turbo	650	Water Meter	612-0000-45270				
4"	turbo	1250	Sewer Conne	613-0000-45070				
6"	turbo	2500						
8"	turbo	3500						
10"	turbo	5500						
16"	turbo	10000						

Setting Tap Charges shall be increased by three percent (3%) each subsequent calendar year starting on January 1 2022. Thereafter, this annual Setting Tap Charge increase shall take effect on the first of January each successive year. The City Engineer shall update the rates charged annually to reflect this increase. A current version of the rates charged will be on file in the office of the City Engineer.

Tap Size (inches)	Capacity Equivalent to 5/8 Inch Tap Size	Tap Charge
5/8	1.0	\$ 650.00
3/4	1.5	— 670.00
1	2.5	— 750.00
1-1/2	5	1,100.00
2	8	1,400.00
3	15	1,600.00
4	25	1,700.00
6	50	3,000.00



<del>8</del>	<del>80</del>	<del>4,100.00</del>
<del>10</del>	<del>120</del>	<del>5,200.00</del>
<del>12</del>	<del>215</del>	<del>6,200.00</del>

(2) If the tap charge is not specified, the charge shall be determined by the City Engineer and shall be actual cost to the City, labor, materials and supervision, together with the cost of the meter and other equipment necessary to make a service connection even though not then installed. If the service pipe is installed for the convenience of or at the request of the property owner because a larger service is required, then the tap charge shall be reduced by the value of recovered materials and equipment.

(3) Even though a water service connection is not then to be made, the tap charge is to be made when the service pipe is applied for, or upon construction when the City Engineer orders a service pipe constructed, provided written notice of 30 days is given to the owner of the property to be served and the owner fails to have the service pipe constructed. Notice shall be given in the manner provided for service of summons in civil cases.

(4) A delinquent tap charge shall be made a lien upon the property served or to be served and if not paid by the owner within 60 days of billing it may be certified to the Erie County Auditor who shall place the same on the tax duplicate of the County with interest and penalties allowed by law and to be collected as other taxes are collected.

~~(Ord. 96-186. Passed 10-15-96.)~~

**939.04 SETTING CONNECTION CHARGES.**

(a) The setting connection charge covers the cost of the required meter set, strainer and meter pit/vault. Once the meter size is equal to or greater than 3", this charge covers the meter set only.

(ab) When a water service connection is applied for, except as set forth below, a connection charge shall be made to the applicant according to the following amounts set for in Section 939.03, Fee Schedule "B".: A current version of the rates charged will be on file in the Office of the City Engineer.

Meter Size (inches)	Equivalent 5/8 Inch Meter Size	Connection Charge
<del>5/8</del>	<del>1.0</del>	<del>\$ 316.00</del>
<del>3/4</del>	<del>1.5</del>	<del>474.00</del>
<del>1</del>	<del>2.5</del>	<del>790.00</del>
<del>1 1/2</del>	<del>5</del>	<del>1,580.00</del>
<del>2</del>	<del>8</del>	<del>2,528.00</del>
<del>3</del>	<del>15</del>	<del>4,740.00</del>
<del>4</del>	<del>25</del>	<del>7,900.00</del>
<del>6</del>	<del>50</del>	<del>15,800.00</del>

8	80	25,280.00
10	120	37,930.00
12	215	67,940.00

(bc) When the water service replaces one of a greater size, the charge shall be for actual cost of labor and equipment; but when a replacement service is a larger size, the connection charge for the replacement service shall be as for a new service but reduced by the amount of the connection charge of a new service of the same size as the service replaced.

~~(c) When a customer installs a deduct meter, the City shall collect a fee of forty five dollars (\$45.00) for the inspection of the installation of the deduct meter.  
(1980 Code 51.03.1)~~

**939.05 PRIVATE SERVICE LINES IN SAME TRENCH WITH PRIVATE SEWERS.**

Private service lines may be placed in the same trench with private sewers upon obtaining permission from the ~~Superintendent~~ **Chief Foreman** of the Water Distribution. Where permission is granted, the water line must be put on a shelf at least 12 inches wide out into the side of the trench, and the trenches shall not be backfilled until the work has been inspected and approved by an authorized employee of the Divisions of ~~Filtration and~~ **Water** Distribution.  
(1980 Code 51.04)

**939.06 NEW SERVICE LINES EQUIPPED WITH WATER METER.**

All new service lines must be equipped with a water meter furnished by the Divisions of ~~Filtration and~~ **Water** Distribution and so located as to be satisfactory to all requirements of the ~~Superintendent~~ **Chief Foreman** of Water Distribution. All water passing through the meter must be paid for at those meter rates adopted from time to time by the authorized officials of the City. **Dedicated Fire Suppression Lines are an exception to this section, as they are not required to be metered.**  
(1980 Code 51.05)

**939.17 NONRECEIPT OF BILL.**

The Division of Customer Accounting will undertake to deliver bills and notices by depositing same in the post office only as a matter of convenience, ~~to the owner or consumer~~; and failure to receive bills shall not relieve any person from his obligation in the payment of the bills. (1980 Code 51.19)

Section 2. Part Nine (Streets, Utilities, And Public Services Code), Title Three (Utilities), Chapter 939 (Water Regulations and Rates), Sections 939.08, 939.09, 939.12, 939.15, 939.22, 939.23, 939.24, 939.27, 939.28, 939.31, 939.32, 939.33, 939.35, 939.36, 939.37, 939.40, 939.41 are hereby amended as follows:

All references in these sections, included the title in Section 939.32, as to “Divisions of Filtration and Distribution” should be amended to read “Divisions of ~~Filtration and~~ **Water** Distribution”.

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.

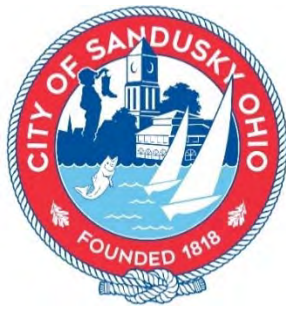
Section 4. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted 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: December 14, 2020



## DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager  
From: Aaron M. Klein, P.E.  
Date: December 1, 2020  
Subject: **Commission Agenda Item – Sodium Hydroxide Tank Cleanout**

**ITEM FOR CONSIDERATION:** Requesting legislation authorizing payment for emergency clean out and disposal of the sodium hydroxide tank to Ross Environmental Services, Inc.

**BACKGROUND INFORMATION:** A few months ago, staff at Big Island Water Works (BIWW) noticed that the 50% solution of sodium hydroxide (NaOH) did not seem to have the expected effectiveness when pumping it into the treatment process. After sampling both bulk storage tanks that abut a basement wall, it was determined that one of the tanks had infiltration from groundwater that was penetrating the exterior wall of the building. Excavation around the foundation revealed a faulty valve on an outdoor emergency eye wash station, which was immediately fixed.

Because of the dilution, the increased pH in the raw water and strict EPA requirements for drinking water, BIWW staff determined that the NaOH solution remaining in the tank could not be used in the treatment process and had to be disposed of at an outside facility. Staff immediately connected a garden hose to the drain port, but it would have taken two months to complete the work and place the tank back into service. Therefore, since redundancy is crucial in treatment processes, staff obtained quotes to see how much it would cost for an outside contractor to quickly finish the job, including scraping and scrubbing the tank. The tanks had not been cleaned since their installation in 2011, so buildup was expected.

Ross Environmental Services, Inc. was selected since they were the only one to submit a complete quote as others did not want to clean the sodium bicarbonate byproduct that would be caked to the tank bottom and the walls. Staff estimated 1,000 gallons to ensure everyone was bidding on the same plane. A purchase order was obtained for the full amount of \$9,167.19 that included one day of labor and disposal of 1,000 gallons. *See attached Field Services Time & Materials Estimate.*

After the tank was drained, Ross notified staff that they needed to return for a second day because there were more than 1,000 gallons in the tank. Instead of a few inches of buildup, there were approximately three feet in the deepest locations. Staff knew that the additional labor and disposal would increase the total cost a little bit, but felt we could not stop in the middle of the process. This was viewed similarly to a change order that must be completed in the field on a capital improvements project as to not delay work and incur additional delays or fees like mobilization and downtime.

We did not know the full extent of the increase until some time later. See attached *Field Services Time & Materials Actual* totaling \$28,671.78. Labor charges and associated incidentals increased from one day to two days. The big increase shows under the Waste Services section on page 2 with actual disposal volumes increasing from 1,000 gallons to 5,814 gallons.

Staff voiced our displeasure with their lack of communication related to the extent of the increased costs, and that a project of this magnitude would normally have to proceed through the bidding process or get formal approval from City Commission as an emergency. We have attempted to find reductions in the costs submitted, but all costs are real

and Ross is past due on several invoices. The contractor did high quality work and even responded after hours when the BIWW night shift noticed one of their transfer tanks was slowly dripping onto the pavement. Unfortunately they based their original estimate on information assumed by the City, and we were deep into the process by the time actual quantities were known. We have evaluated all prices and quantities, and concur with the numbers in the *Field Services Time & Materials* Actual document received. So, although we are displeased with the communication provided to us, staff recommends paying the contractor for the emergency-nature of the work that was performed to ensure the tank could be placed back in service in a timely manner.

Standard protocols and procedures have been updated at BIWW to avoid a situation like this in the future. In addition, maintenance staff watched the work performed in order to attempt to clean the second tank in house in 2021 to save money.

**BUDGETARY INFORMATION:** The total actual cost for this cleanout work was \$28,671.78, split between the base purchase order price of \$9,167.19 and the cost increase of \$19,504.59. This includes material transport, equipment, labor, disposal fees and incidentals, to be paid from the Water Fund. If approved, the purchase order would be canceled and an expenditure for the total amount would be opened from the same account.

**ACTION REQUESTED:** It is requested that legislation be approved for the expenditure of funds for the Sodium Hydroxide Tank cleanout project totaling \$28,671.78 to Ross Environmental Services, Inc. of Elyria, Ohio 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 pay for the work already performed and currently past due.

I concur with this recommendation:

---

Eric Wobser  
City Manager

cc: M. Spriggs, Commission Clerk; M. Reeder, Finance Director; B. Heil, Law Director

## CERTIFICATE OF FUNDS

In the Matter of: BIWW- Chemical Tank Repairs

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 #612-5220-55990

By: Michelle Reeder /s/

Michelle Reeder

Finance Director

Dated: 12/10/2020

## FIELD SERVICES TIME & MATERIALS ESTIMATE

Project #  
Sales Force#

2020 03 039

Customer  
Address  
City, State  
Cus#  
Contact  
Phone #  
Project Name  
Tentative Proj Date

Department of Public Works  
2452 First Street  
Sandusky OH. 44870  
  
William Burch Jr  
419-627-5775  
NaOH tank Cleanout  
TBD

Shipper #  
Ax Sales Order #  
Prepared By  
Quote Date  
Project Lead  
PO #  
WMA #

Roy Porter Jr  
9/8/2020  
John Plott

### PROJECT SCOPE

- Customer will provide RES access to break/restroom facilities during the project for the purposes of general industrial hygiene and work practices.
- Mobilize crew to site shown above and complete all required site safety training at customer's site.
- Develop a site safety plan that maps out the project.
- Remove 24inch Manway cover and run approx. 200ft of hose to the NaOH tank.
- Using a turbo vac tanker remove the NaOH water mixture from the tank.
- Using a 4K blaster break up the remaining crystallized solids at the bottom of the tank. Vac out solids and remaining liquid until the tank is clean.
- Return site to preworking condition before job is complete.
- This does not include any confined space entry.

### PERSONNEL

DESCRIPTION	AX ITEM #	RATE	UNIT	# UNITS	TOTAL	COMMENTS
Field Supervisor	FS-Supervisor	\$65.00	Hr	6.00	\$390.00	6 hours on site assuming a few inches of solids on the bottom atleast.
Field Technician	FS-Technician	\$50.00	Hr	12.00	\$600.00	2 techs on site for 6 hours
Travel	FS-Supervisor	\$65.00	Hr	2.00	\$130.00	2 hours round trip
Travel	FS-Technician	\$50.00	Hr	4.00	\$200.00	2 techs x 2 hours of travel
Per Diem	FS-Perdiem	\$175.00	Day	0.50	\$87.50	
Energy, Security, Insurance Surcharge will be invoiced on the items shown above						
PERSONNEL TOTAL					\$1,407.50	

### EQUIPMENT/PROJECT PREP/SETUP

DESCRIPTION	AX ITEM #	RATE	UNIT	# UNITS	TOTAL	COMMENTS
Turbo Vacuum (w/Operator)*	FS-Turbovac	\$155.00	Hr	9.00	\$1,395.00	6 hours on site and 3 hours of travel time.
Turbo Vacuum Fuel Surcharge	FS-Fuel Surcharge	32.00%			\$446.40	
Vehicle (Non-Rental)	FS-VehicleUse	\$75.00	Day	1.00	\$75.00	
Vehicle Mileage	FS-Mileage	\$0.59	Mi	100.00	\$59.00	
Work Trailer		\$65.00	Day	1.00	\$65.00	
Project Prep/Set-Up/ Safety Plan	FS-ProjPrep/Setup	\$150.00	Project	1.00	\$150.00	
Level D	FS-LevelD	\$30.00	Day	1.00	\$30.00	
Level C	FS-LevelC	\$60.00	Day	2.00	\$120.00	
Pressure Washer - 4,000 PSI	FS-PressureWasher	\$300.00	Day	1.00	\$300.00	
Roll Off Drop Fee	FS-RolloffDropFee	\$889.00	Trip	1.00	\$889.00	Rate is per trip for 1 or 2 boxes. Includes FSC.
Roll Off Rental - Vac Box	FS-RolloffRentVacBox	\$410.00	Ea./Day	1.00	\$410.00	2 weeks on site.
Other Equipment	FS-OtherEquip	\$200.00	Ea	1.00	\$200.00	Hoses fittings Wands Tips etc.
Energy, Security, Insurance Surcharge will be invoiced on the items shown above						
EQUIPMENT TOTAL					\$4,139.40	

### MATERIALS

DESCRIPTION	AX ITEM #	RATE	UNIT	# UNITS	TOTAL	COMMENTS
Energy, Security, Insurance Surcharge will be invoiced on the items shown above						
MATERIAL TOTAL						

### WASTE & TRANSPORTATION SERVICES





## 2020 03 039

PROJECT SERVICES SUMMARY			
PERSONNEL			\$1,407.50
EQUIPMENT			\$4,139.40
MATERIALS			
WASTE SERVICES			\$2,000.00
ESI		11.5%	\$867.89
TRANSPORTATION			\$570.00
FSC		32.00%	\$182.40
PROJECT SERVICES ESTIMATE TOTAL			\$9,167.19

1 Prices presented herein are valid for 30 days from the date of this proposal.  
2 Work will be performed in accordance with the Terms and Conditions attached hereto.  
3 Proposal is based on 8 hr work day, weekdays, non-holiday, non-weekend, and non-prevailing wage rates.  
4 Time and one-half rates will be charged on Saturdays, Sundays, holidays and for hours in excess of 8 hours per day.  
5 Pricing is based on material being located in a central area. If material is not in a central area then additional charges may apply.  
6 Project pricing is based on the above time and materials rates and assumptions including time worked and travel.  
7 Pricing may increase or decrease based on actual time worked and amount of material generated.  
8 Customer will be responsible to provide MSDs, analytical, or generator knowledge of the material being packaged.  
9 Any material that can not be identified will be considered an unknown and will be priced and disposed of on a case-by-case basis.  
10 Ross Environmental Services, Inc. can not pack or handle any radioactive, biohazardous, or explosive material.  
11 Container estimate is based on labpack inventory provided. If sizes or quantities of material vary then additional charges may apply.  
12 Any additional project work not specifically addressed by this proposal will be charged at a time and materials rate.  
13 Customer will authorize any additional work prior to commencing of new phase of work.  
14 An ESI surcharge (as noted in the project summary) will apply to all Field Service work.  
15 Projects scheduled, but cancelled or rescheduled at customer request, will be billed at standard rates for resources utilized at point of cancellation.  
16 Crew will mobilize from Grafton, OH unless otherwise specified.  
17 Items used but not referenced above will be invoiced at cost plus 20%.

With e-32

Date \_\_\_\_\_

9-14-2020

P.O.#

2020001889

GENERAL TERMS AND CONDITIONS FOR TIME AND MATERIALS ESTIMATE NO. TM# 2020 03 039  
DATED

- 1 Definitions: As used herein, the term "Agreement" means any documents identified in and including the Work/Purchase Order, Time and Material Estimate and these General Terms and Conditions; the term "Customer" means the recipient of Services furnished under the Agreement; the term "RES" means the provider of the Services furnished under the Agreement, Ross Environmental Services, Inc. (including any corporations which are affiliated with or related to RES who may provide services pursuant to the Agreement, and/or any subcontractors chosen by RES to perform the Services); the term "Work Order" means this Work/Purchase Order or other document prepared by RES including an estimate for the Services based upon a review of Customer's facility or project site ("Project Site") or based upon Customer representation of Services required; the term "Services" means the services, materials, and labor furnished under the Agreement as set forth on the Work Order/Estimate.
- 2 Acceptance and Engagement of RES: Customer accepts this Agreement subject to all the terms and conditions herein. Customer hereby engages RES to perform the Services set forth on the Work Order/Estimate as an independent contractor in accordance with the terms and conditions of the Agreement and Customer shall not become or be deemed an agent of RES as a result of the Agreement. The Services may include the following as specified on the Work Order/Estimate: RES's waste preparation, characterization, collection, containerization, packaging, labeling, loading, storage, treatment, disposal, recycling, reclamation; analytical testing; field services (including but not limited to emergency response services, industrial cleaning, remediation, and waste management); and/or all related services (including, but not limited to, the disposition of by-products and residuals and the sale and/or distribution of recycled and reclaimed materials resulting from the performance of Services) and transportation services (if any) furnished by RES in accordance with the terms of this Agreement. If Customer and RES have signed a Waste Management Agreement and the Services include waste disposal and treatment, the terms of the Waste Management Agreement shall control in the event of a conflict with the terms of this Agreement.

## FIELD SERVICES TIME & MATERIALS ESTIMATE

Project #

2020 03 039

- 3 **Delivery/Performance/Force Majeure:** RES shall perform the Services at the times and in the manner specified in the Agreement. To the extent any Services are performed prior to the execution of this Agreement, all Services shall be covered by the applicable provisions herein. To request Services, Customer shall provide RES with information which accurately describes the Services; and if requested by RES, a waste product survey form and/or a representative sample of the materials and substances described in the waste product survey form. Upon RES's acceptance of the Work Order/Estimate, it shall be deemed incorporated into this Agreement. All subsequent modifications to any documents shall be in writing and signed by the parties. RES shall approve in advance any proposed Services. If the Services include disposal of waste, Customer and RES agree that such services shall be governed by this Agreement. RES may refuse to perform any Services if RES determines (in good faith) that such refusal is necessary to comply with applicable law or to safeguard its personnel, facilities, operations or the environment. The parties shall not be liable for delays in delivery and/or performance (except for the payment of money) to the extent such delays are due to acts of God, storms, fires, floods, wars, riots or acts of any governmental body, regulatory agency or judicial authority but only if the party anticipating the delay notifies the other (in writing) promptly of any such delay and uses reasonable efforts to remedy the situation.
- 4 **Inspection/Access:** Customer grants to RES, its agents and employees, during the term of this Agreement, reasonable access to the Project Site for the purpose of fulfilling its obligations under this Agreement. However, RES shall only be required to comply with Customer's Project Site safety procedures that have been provided to RES. Customer warrants that any right-of-way provided to or from the Project Site or to or from the most convenient public right-of-way is sufficient to bear the weight of RES's equipment and vehicles reasonably required to perform the Services. RES shall not be responsible for damages caused to any private pavement or accompanying subsurface of any route reasonably necessary to perform the Services and Customer will indemnify, defend, and hold harmless RES from any and all such damages.
- 5 **Warranties:** RES represents and warrants the following: RES is engaged in the business of providing the Services and has the requisite experience, facilities and personnel to render Services; RES understands the currently known hazards and risks to persons, property and the environment that may be associated with providing the Services; RES shall provide the Services in a safe and workmanlike manner and in compliance with applicable federal, state, and local laws, regulations, rules, orders and ordinances; RES shall maintain all permits and licenses and/or shall utilize subcontractors with all appropriate permits and licenses necessary to provide the Services and shall give Customer reasonable notice if any of its permits or licenses are suspended, revoked or not renewed; RES shall maintain all records, documents, and reports required by applicable federal, state and local laws, regulations, rules, orders and ordinances regarding the Services; and RES shall comply with all applicable State Workers' Compensation laws, regulations, rules, orders Services. Customer represents and warrants the following: Customer has lawful possession of and title to the wastes to be handled under the Work Order/Estimate and Customer is under no legal restraint that would prohibit the lawful transfer of possession or title to the waste to the treatment, storage, disposal facility chosen by Customer; Customer shall perform all duties and obligations under this Agreement in compliance with all applicable federal, state and local laws, regulations, rules, orders, and ordinances; Customer shall provide RES with safe and reasonable access to the Project Site; if the Services do not include labeling, Customer is responsible for labeling its waste materials, substances and containers and Customer shall ensure that all labels, markings and codes specified by RES are affixed to all containers and accurately identify the materials and substances consistent with the Work Order/Estimate; whether or not the Services include waste characterization, any information provided by Customer on the Work Order/Estimate and any accompanying waste product survey form is true and correct, and accurately discloses the nature, chemical composition, physical properties, and toxic or hazardous characteristics of the waste materials, substances and containers; that waste materials, substances and containers tendered hereunder conform to the warranties, descriptions and specifications contained in in the Work Order/Estimate; Customer shall immediately inform RES of any information regarding the nature, chemical composition, physical properties, toxic or hazardous characteristics of any waste materials, substances and/or containers tendered to RES which were not disclosed in the Work Order/Estimate; and which became known or should have become known to Customer after submission of the Work Order/Estimate.
- 6 **Indemnification; Assumption of Risk; Limitation on Liability:** RES shall indemnify and hold harmless Customer (and its employees, directors, officers, subcontractors and other agents) against all claims, lawsuits, causes of action, liabilities, losses, damages, injuries, demands, expenses (including, but not limited to, reasonable attorneys' fees, costs of settlement, investigation costs and other defense costs), fines, penalties and other charges to the extent caused by: (i) RES's breach of its warranties or obligations under this Agreement; or (ii) RES's negligence or willful misconduct. Customer shall indemnify and hold harmless RES (and its employees, directors, officers, subcontractors and other agents) against all claims, lawsuits, causes of action, liabilities, losses, damages, injuries, demands, expenses (including, but not limited to, reasonable attorneys' fees, costs of settlement, investigation costs, and other defense costs), fines, penalties and other charges to the extent caused by: (i) Customer's breach of its warranties or obligations under this Agreement; or (ii) Customer's negligence or willful misconduct. RES shall not be liable to Customer for compensatory damages or other damages sustained by Customer as a result of RES exercising a right or remedy granted to RES under the Agreement and in no event shall RES be liable to Customer for consequential, incidental or indirect damages or loss of anticipated profits.
- 7 **Insurance:** During the term of this Agreement, RES shall maintain in full force and effect, with minimum limits, the following insurance coverages:
- | Coverage                            | Minimum Limits                                       |
|-------------------------------------|--|
| Commercial General Liability        | \$1,000,000 Each Occurrence<br>\$2,000,000 Aggregate |
| Automobile Liability                | \$1,000,000 Combined Single Limit                    |
| Workers' Compensation               | Statutory  |
| Pollution Legal Liability           | Limits required by Federal Law                       |
| (including "sudden and non-sudden") | (40 C.F.R. § 264.147)                                |
- RES may use any combination of primary and excess/umbrella insurance to meet the limits set forth above. Upon request by Customer, RES shall provide proof of the above insurance.
- 8 **Compensation/ Lien Rights:** As compensation for performance of the Services in accordance with this Agreement, Customer shall pay RES fees ("Fees") set forth on the Work Order/Estimate, plus all governmentally imposed charges, surcharges, fees or taxes levied in accordance therewith ("Charges"). RES shall issue to Customer an invoice covering the Fees and Charges. Customer shall pay the Fees and Charges as set forth on the invoice(s) within 30 days after the date of issuance shown on the invoice(s). If an invoice is not paid within the 30 day period, a service charge of one and 1.5% of the invoice amount may be imposed for each additional 30 day period thereafter. For Services performed which remain unpaid for more than 60 days after invoice date, RES shall have the right to file a lien against Customer or its property in the amount of such unpaid Fees and Charges.
- 9 **Termination:** RES shall have the right to terminate the Agreement for any reason upon 30 days' written notice to Customer. Upon such termination, Customer shall pay RES for the value of the Services furnished prior to the termination date. RES shall have the right to terminate the Agreement immediately and without prior notice if: (a) Customer breaches or fails to perform any material promise, covenant, duty, obligation, representation and/or warranty made by Customer under the Agreement and Customer fails to cure such breach or failure to perform in accordance with the time schedule set forth in the written notice received by Customer specifying such breach or failure to perform; or (b) Customer becomes insolvent or is unable to meet its debts and obligations as they become due; or (c) Customer files a voluntary petition in bankruptcy; or (d) an involuntary petition to have Customer declared bankrupt is filed; or (e) a receiver or trustee is appointed for Customer; or (f) Customer executes an assignment for the benefit of creditors. No termination shall relieve Customer of any of its duties and obligations with respect to Services performed prior to termination.
- 10 **Assignment:** Customer shall not assign the Agreement (in whole or in part) without the prior written consent of RES. Any such actual or attempted assignment without RES's prior written consent shall be null, void and without effect, at the option of RES. The terms and conditions of the Agreement shall be binding upon any permitted assignee.

## **FIELD SERVICES TIME & MATERIALS ESTIMATE**

Project #

2020 03 039

- 11 Law, Venue Jurisdiction: Customer and RES hereby agree that Ohio's laws shall govern all disputes, controversies, interpretive matters and litigation arising hereunder and proper and exclusive venue for all disputes, controversies, and interpretive matters lie with the Courts of Ohio.
- 12 Miscellaneous: Except as otherwise expressly provided herein, the Agreement constitutes the integrated and entire agreement between Customer and RES regarding the subject matter herein, superseding completely any prior oral or written communications regarding the subject matter hereof. No course of dealings between the Parties, no waiver by either Party, and no refusal or neglect of either Party to exercise any right hereunder or to enforce compliance with the terms of the Agreement shall constitute a waiver of any provision herein with respect to any subsequent breach, actions or omissions hereunder, unless such waiver is expressed in writing and signed by the waiving party. If any term or condition of the Agreement is invalid, illegal or unenforceable, the remaining terms and conditions of the Agreement shall remain in effect. No additions to or modifications of the terms and conditions of the Agreement shall be binding upon RES except upon the written consent of RES. Any right or remedy granted to RES under any provision of the Agreement shall not be exclusive and shall not prejudice any other rights or remedies RES has or may hereafter have against Customer under another provision of the Agreement, or as a matter of law or statute. The Agreement shall be binding upon Customer and Customer's employees, subcontractors, agents, representatives, successors and assigns and the warranties, representations and obligations shall inure to the benefit of RES and its respective successors and assigns.

Terms & Conditions (08/20)

## FIELD SERVICES TIME & MATERIALS ACTUAL

Project #

2020 03 039

Customer Department of Public Works  
Address 2452 First Street  
City, State Sandusky OH. 44870  
Cus#  
Contact William Burch Jr  
Phone # 419-627-5775  
Project Name NaOH tank Cleanout  
Tentative Proj Date TBD  
ACTUAL Project Date

Shipper #  
Ax Sales Order #  
Prepared By Roy Porter Jr  
Quote Date 9/8/2020  
Project Lead John Platt  
PO #  
WMA #

### PROJECT SCOPE

- 1 Customer will provide RES access to break/restroom facilities during the project for the purposes of general industrial hygiene and work practices.
- 2 Mobilize crew to site shown above and complete all required site safety training at customer's site.
- 3 Develop a site safety plan that maps out the project.
- 4 Remove 24inch Manway cover and run approx. 200ft of hose to the NaOH tank.
- 5 Using a turbo vac tanker remove the NaOH water mixture from the tank.
- 6 Using a 4K blaster break up the remaining crystalized solids at the bottom of the tank. Vac out solids and remaining liquid until the tank is clean.
- 7 Return site to preworking condition before job is complete.
- 8 This does not include any confined space entry.
- 9
- 10

### PERSONNEL

DESCRIPTION	AX ITEM #	RATE	UNIT	Estimated Units	ACTUAL UNITS	TOTAL	COMMENTS
Field Supervisor	FS-Supervisor	\$65.00	Hr	6	18.00	\$1,170.00	assuming a few inches of solids on the
Field Technician	FS-Technician	\$50.00	Hr	12	36.00	\$1,800.00	2 techs on site for 6 hours
Travel	FS-Supervisor	\$65.00	Hr	2	4.00	\$260.00	2 hours round trip
Travel	FS-Technician	\$50.00	Hr	4	8.00	\$400.00	2 techs x 2 hours of travel
Per Diem	FS-Perdiem	\$175.00	Day	0.5	1.00	\$175.00	
Energy, Security, Insurance Surcharge will be invoiced on the items shown above							
						PERSONNEL TOTAL	\$3,805.00 \$2,397.50

### EQUIPMENT/PROJECT PREP/SETUP

DESCRIPTION	AX ITEM #	RATE	UNIT	Estimated Units	ACTUAL UNITS	TOTAL	COMMENTS
Turbo Vacuum (w/Operator)*	FS-Turbovac	\$155.00	Hr	9.00	18	\$2,790.00	6 hours on site and 3 hours of travel
Turbo Vacuum Fuel Surcharge	FS-Fuel Surcharge	32.00%		446.40		\$892.80	
Vehicle (Non-Rental)	FS-VehicleUse	\$75.00	Day	1.00	2	\$150.00	
Vehicle Mileage	FS-Mileage	\$0.59	Mi	100.00	200	\$118.00	
Project Prep/Set-Up/ Safety Plan	FS-ProjPrep/Setup	\$150.00	Project	1.00	1	\$150.00	
Level D	FS-LevelD	\$30.00	Day	1.00	2	\$60.00	
Level C	FS-LevelC	\$60.00	Day	2.00	4	\$240.00	
Pressure Washer - 4,000 PSI	FS-PressureWasher	\$300.00	Day	1.00	2	\$600.00	
Roll Off Drop Fee	FS-RolloffDropFee	\$889.00	Trip	1.00	2	\$1,778.00	Rate is per trip for 1 or 2 boxes. Inc
Roll Off Rental - Vac Box	FS-RollOffRentVacBox	\$410.00	Ea./Day	1.00	1.5	\$615.00	
Vac Box Liner		\$500.00	ea	0	2	\$1,000.00	
Vac Box Adapter Lid	TBD	\$15.00	Day	0	28	\$420.00	
Other Equipment	FS-OtherEquip	\$200.00	Ea	1.00	1	\$200.00	
Energy, Security, Insurance Surcharge will be invoiced on the items shown above							
						EQUIPMENT TOTAL	\$9,013.80 \$4,874.40

### MATERIALS

DESCRIPTION	AX ITEM #	RATE	UNIT	Estimated Units	ACTUAL UNITS	TOTAL	COMMENTS
Energy, Security, Insurance Surcharge will be invoiced on the items shown above							
						MATERIAL TOTAL	



## 2020 03 039

DESCRIPTION	AX ITEM #	RATE	UNIT	Estimated Units	ACTUAL UNITS	TOTAL	COMMENTS
Disposal Est. Total Charges	WPS 148514	\$2.00	Gallon	1,000	5,814	\$11,628.00	
			WASTE SERVICES TOTAL			\$11,628.00	\$9,628.00
Freight Est. Total Charges	Trip for Disposal	\$570.00		1	2	\$1,140.00	\$570.00
Transport Fuel Surcharge	FSC					\$273.60	
Energy, Security, Insurance Surcharge will be invoiced on the items shown above							
			TRANSPORTATION SERVICES TOTAL			\$1,413.60	

PERSONNEL			\$3,805.00	
EQUIPMENT			\$9,013.80	
MATERIALS				
WASTE SERVICES			\$11,628.00	
ESI		11.5%	\$2,811.38	<i>in the subtotals in each section above)</i>
TRANSPORTATION			\$1,140.00	<i>subtotals for each section above)</i>
FSC		24.00%	\$273.60	
PROJECT SERVICES ESTIMATE TOTAL			<b>\$28,671.78</b>	19504.59 Delta

Prices presented herein are valid for 30 days from the date of this proposal.

Work will be performed in accordance with the Terms and Conditions of the Waste Services Agreement.

Proposal is based on 8 hr work day, weekdays, non-holiday, non-weekend, and non-prevailing wage rates.

Time and one-half rates will be charged on Saturdays, Sundays, holidays and for hours in excess of 8 hours per day.

Pricing is based on material being located in a central area. If material is not in a central area then additional charges may apply.

Project pricing is based on the above time and materials rates and assumptions including time worked and travel.

Pricing may increase or decrease based on actual time worked and amount of material generated.

Customer will be responsible to provide MSDSs, analytical, or generator knowledge of the material being packaged.

Any material that can not be identified will be considered an unknown and will be priced and disposed of on a case-by-case basis.

Ross Environmental Services, Inc. can not pack or handle any radioactive, biohazardous, or explosive material.

Container estimate is based on labpack inventory provided. If sizes or quantities of material vary then additional charges may apply.

Any additional project work not specifically addressed by this proposal will be charged at a time and materials rate.

Customer will authorize any additional work prior to commencing of new phase of work.

An ESI surcharge (as noted in the project summary) will apply to all Field Service work.

Projects scheduled, but cancelled or rescheduled at customer request, will be billed at standard rates for resources utilized at point of cancellation.

Crew will mobilize from Grafton, OH unless otherwise specified.

Items used but not referenced above will be invoiced at cost plus 20%.

For Ross Use Only:

Ross Associates	Signature	P D	Print	Hrs
1)	_____	B__ / L__ / D__	_____	/
2)	_____	B__ / L__ / D__	_____	/
3)	_____	B__ / L__ / D__	_____	/
4)	_____	B__ / L__ / D__	_____	/

Notes

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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER AND/OR THE FINANCE DIRECTOR TO EXPEND FUNDS FOR THE CLEAN OUT AND DISPOSAL OF THE SODIUM HYDROXIDE TANK AT THE BIG ISLAND WATER WORKS (BIWW) PLANT IN THE AMOUNT OF \$28,671.78; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, a few months ago, Staff at the Big island Water Works (BIWW) plant noticed a change in the effectiveness of the sodium hydroxide (NaOH) solution and an investigation revealed an infiltration of groundwater penetrating into the exterior basement wall where both bulk sodium hydroxide tanks abut; and

**WHEREAS**, as a result of the diluted sodium hydroxide solution and the increased pH in the raw water and considering the strict EPA requirements for drinking water, BIWW Staff determined that the NaOH solution remaining in the tank could not be used in the water treatment process and had to be disposed of at an outside facility; and

**WHEREAS**, since redundancy is crucial in treatment processes, and considering the time it would take Staff to drain the tank, quotes were requested to complete the work and Ross Environmental Services, Inc. was the only company to submit a complete quote, which included cleaning and disposal of the Sodium bicarbonate byproduct caked into the tank bottom and walls, estimated to be 1,000 gallons, at the cost of \$9,167.19; and

**WHEREAS**, after the tank was drained, Ross notified Staff that there was an excessive amount of byproduct in the tank and therefore additional labor costs would be applied and Staff determined it was essential to continue the emergency nature of the work to ensure the tank would be placed back into service in a timely manner; and

**WHEREAS**, the final cost for the cleanout work is \$28,671.78, which includes actual costs to transport 5,814 gallons, equipment, labor, disposal fees and incidentals, and will be paid with Water Funds; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to allow for immediate payment of the equipment and services that have already been provided and currently past due; and

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

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

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

Section 1. The City Manager and/or Finance Director is authorized and directed to expend funds for the emergency purchase and installation of the transfer switch at the Big Island Water Works Plant to Ross Environmental Services, Inc. of Elyria, Ohio, at an amount **not to exceed** Twenty Eight Thousand Six Hundred Seventy One and 78/100 Dollars (\$28,671.78).

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: December 14, 2020





## DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Jane E. Cullen, P.E.

Date: December 2, 2020

Subject: Commission Agenda Item- Professional Design Services Agreement with Bramhall Engineering & Surveying Company for the East Monroe Street Resurfacing Project ERI-CR0504-00.49 (Monroe St) PID 110322

**ITEM FOR CONSIDERATION:** Legislation for approval to enter into a Professional Services Agreement for the surveying of the East Monroe Street Resurfacing Project, ERI-CR0504-00.49 (Monroe Street) with Bramhall Engineering & Surveying Company of Avon, Ohio.

This project will provide for improvements to East Monroe Street from Decatur Street to Meigs Street and includes milling of existing pavement, resurfacing with intermediate and surface courses of asphalt, full depth and partial depth base repairs, limited curb and gutter improvements, adjustments to manholes, monument boxes and water value boxes, ADA curb ramps and pavement markings.

This project was approved for funding through the Erie County Metropolitan Planning Organization (MPO). The National Transportation Act had made Federal Funds available for use by Local Public Authorities (LPAs like the City of Sandusky) through the Federal Highway Administration which has designated ODOT as the agency to administer FWA's Federal Funding Programs. The Ohio revised Code allows ODOT the opportunity to enter into contracts with public authorities like the City of Sandusky to administer the design, qualification of bidders, competitive bid letting, construction, inspection and acceptance of any projects administered by ODOT provided the administration is performed in accordance with Federal and State laws and regulations.

The City of Sandusky accepted Statements of Qualifications to obtain surveying services for the East Monroe Street Resurfacing Project, ERI-CR0504-00.49 (Monroe St). Bramhall Engineering & Surveying Company was selected using a qualifications based selection process as described in Chapter 141 of the City's Codified Ordinances. Ten engineering firms submitted qualifications and based on the firm's experience, ability to perform, personnel experience, and overall project scope Bramhall Engineering & Surveying Company was determined to be the most qualified firm. Bramhall Engineering & Surveying Company will be providing the surveying services per the City of Sandusky and Ohio Department of Transportation (ODOT). City of Sandusky Public Works Department staff will be performing the design services with the survey information provided by Bramhall Engineering & Surveying Company.

**BUDGETARY INFORMATION:** The not to exceed cost for professional surveying services is \$11,029.00 ODOT will fund 80% eligible costs in the amount of \$8,823.20. The City's 20% share of \$2,205.80 will be funded with Issue 8 Street Funds from the Capital Project Funds.

**ACTION REQUESTED:** It is recommended that an ordinance for a professional surveying services contract for the East Monroe Street Resurfacing Project, ERI-CR0504-00.49 (Monroe St) in the amount of \$311,029.00 be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to proceed with the surveying so that city staff can complete Stage 1 preliminary plans that are due to ODOT by May 21, 2021.

I concur with this recommendation:

---

Eric Wobser  
City Manager

---

Aaron Klein, P.E.  
Director

cc: M. Spriggs, Commission Clerk; M. Reeder, Finance Director; B. Heil, Law Director

## CERTIFICATE OF FUNDS

In the Matter of: Monroe Street- Braumhall Professional Services

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 #431-6200-53000, 431-6872-53000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 12/10/2020

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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL SERVICES WITH BRAMHALL ENGINEERING & SURVEYING COMPANY OF AVON, OHIO, FOR THE EAST MONROE STREET RESURFACING PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the City Commission approved and authorized the submission of an application to the Erie Regional Planning Commission, Metropolitan Planning Organization and an LPA Federal Project Agreement between the City and the Ohio Department of Transportation (ODOT) for the proposed East Monroe Street Resurfacing Project by Resolution No. 040-18R, passed on September 24, 2018; and

**WHEREAS**, the East Monroe Street Resurfacing Project consists of improvements to East Monroe Street from Decatur Street to Meigs Street and includes the milling of existing pavement, resurfacing with intermediate and surface courses of asphalt, full depth and partial depth base repairs, limited curb and gutter improvements, adjustments to manholes, monument boxes and water valve boxes, ADA curb ramps, and pavement markings; and

**WHEREAS**, pursuant to Chapter 141 (Professional Design Services Selection) of the Codified Ordinances, ten (10) engineering firms submitted statements of qualifications and based on the firm's experience, ability to perform, personnel experience and overall project scope, Bramhall Engineering & Surveying Company of Avon, Ohio, was determined to be the most qualified; and

**WHEREAS**, Bramhall Engineering & Surveying Company will be providing professional surveying services for the East Monroe Street Resurfacing Project and is more fully described in the Scope of Services, which is attached to this Ordinance and marked Exhibit "A" and specifically incorporated herein; and

**WHEREAS**, the total cost of the professional services is \$11,029.00 of which \$8,823.20 (80% eligible costs) will be paid with Federal Highway Administration (FHWA) funds through the Ohio Department of Transportation (ODOT) and the Erie County Metropolitan Planning Organization (MPO) and the remaining balance of \$2,205.80 will be paid with Issue 8 Street Funds from the Capital Projects 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 proceed with the surveying so that City staff can complete the Stage 1 preliminary plans that are due to ODOT by May 21, 2021; and

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

THAT:

Section 1. The City Manager is authorized and directed to enter into an Agreement with Bramhall Engineering & Surveying Company of Avon, Ohio, for Professional Services for the East Monroe Resurfacing Project (ERI-CR0504-00.49, PID 110322), substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the terms of this Ordinance, at an amount **not to exceed** Eleven Thousand Twenty Nine and 00/100 Dollars (\$11,029.00).

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: December 14, 2020

CITY OF SANDUSKY  
AGREEMENT NO. 35822

This Amendment to Agreement No. 35822 into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Sandusky acting by and through the Director of Public Works, hereinafter referred to as the City, and Bramhall Engineering and Surveying Company, hereinafter referred to as the Consultant, with an office located at 801 Moore Rd, Avon, OH 44011.

W I T N E S S E T H:

That the City and the Consultant, for the mutual considerations herein contained and specified, have agreed and do hereby agree as follows:

CLAUSE I - WORK DESCRIPTION

The Consultant agrees to perform all professional services as may be authorized by the City for the surveying along approximately 0.67 miles of Monroe Street from the western edge of the Decatur Street intersection to the western edge of the Meigs Street intersection.

CLAUSE II - INVOICE & PROJECT SCHEDULE

The City and the Consultant agree to the attached Invoice & Project Schedule including the overall Agreement length, and Scheduled Submittal dates and Review Times set out in the Project Schedule.

The Consultant agrees to submit the completed Invoice & Project Schedule transmittal letter together with the updated Invoice & Project Schedule for all billing purposes for all Parts of this Agreement every thirty (30) days as follows:

- (a) Signed original transmittal letter and invoice (IPS) and three (3) copies of same.
- (b) Two (2) copies of the updated Project Schedule.

CLAUSE III - PRIME COMPENSATION

The City agrees to compensate the Consultant for the performance of the authorized portions of the Work specified in this Agreement.

Project Development Process.

Part 1: Surveying

Rates of Pay Compensation as authorized for each Classification delineated below

plus non-salary direct costs. The maximum prime compensation shall not exceed eleven thousand, twenty nine dollars (\$11,029). All costs shall be included in the maximum prime compensation.

<i>Firm Name</i>	<i>Classification</i>	<i>Hourly Rate</i>
Bramhall Engineering and Surveying	Principal	\$82.00
Bramhall Engineering and Surveying	Project Manager	\$48.50
Bramhall Engineering and Surveying	Professional Surveyor	\$40.00
Bramhall Engineering and Surveying	Survey Field Crew	\$45.00
Bramhall Engineering and Surveying	Technician	\$28.50

Prime Compensations, only as agreed and by proper modification of this Agreement and authorized in writing by the City, may be added to or subtracted from under the authority of the Department of Transportation's "Specifications for Consulting Services, 2019 Edition".

#### CLAUSE IV - INCORPORATION BY REFERENCE

The following documents, or specified portions thereof, are hereby incorporated into and made a part of this Agreement as though expressly rewritten herein:

- (a) The Department of Transportation's "Specifications for Consulting Services, 2019 Edition".
- (b) The attached Geotechnical Field Exploration Schedule and the attached Laboratory Testing Fee Schedule
- (c) The attached Final Scope of dated
- (d) The Invoice & Project Schedule.
- (e) The most current Office of Budget and Management Travel Policy as published on the State of Ohio Website (<http://obm.ohio.gov/MiscPages/TravelRule>).

#### CLAUSE V - GENERAL PROVISIONS

Any person executing this Agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

Additionally, it is expressly understood by the parties that none of the rights, duties and obligations described in this Agreement shall be binding on either party until such time as the expenditure of funds is certified by the Director of Budget and Management, pursuant to Section 126.07 of the Ohio Revised Code.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the  
Page 2 of 3



day and year first above written by affixing the signature of the duly authorized officer of Consultant and the signature of the City Manager.

Bramhall Engineering and Surveying Company

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

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

City of Sandusky

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

APPROVED AS TO FORM:

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

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



**BRAMHALL**  
ENGINEERING &  
SURVEYING COMPANY

December 3, 2020

Jane E. Cullen, P.E.  
Assistant City Engineer  
City of Sandusky  
240 Columbus Avenue  
Sandusky, Ohio 44870

Reference: Proposal for Professional Surveying Services  
ERI-CR0504-00.49 (Monroe Street)  
PID No. 110322  
City of Sandusky

Dear Ms. Cullen:

As requested by ODOT, we are sending this engineering services agreement to supplement the agreement provided by ODOT.

**Scope of Work**

The scope consists of surveying services along approximately 0.67 miles of Monroe Street from the western edge of the Decatur Street intersection to the western edge of the Meigs Street intersection. All work shall be performed in accordance with the most current ODOT Surveying and Mapping Specifications and will be completed using BRAMHALL AutoCAD layers and standards. The data will be provided to the City in AutoCAD Civil 3D 2019 on electronic media-USB storage hardware. The City will send Property Owner Notification Letters and provide copies to BRAMHALL for the survey field crew's use.

Survey data points will be provided for all topographical features and utilities within the existing R/W of Monroe Street, and extend 50' in either direction from Monroe Street for any side streets. The survey will also include data on any monuments and iron pins that may be found. Services do not include establishing property lines, tax id, and/or ownerships. Lids and grates will be removed from manholes and catch basins and existing pipe information collected, including depth, size, material, and direction.

BRAMHALL will contact OUPS to have existing utilities marked and the information collected as part of the survey activities. Per the City's scope, the City will provide existing reference drawings (showing water, sanitary and storm) that are available to aid in locating the City's utilities.

The drawing files will be created using description keys for point layers and will contain all survey data points and the appropriate symbols (line work is not included). The point file of the survey data will be a Notepad text document (comma delimited format) per the format shown in the City's Scope of Services included in the City's LPA posting information.

**Clarifications and Exceptions**

- 1.) Basemapping is not included and will be completed by the City.
- 2.) City will ensure BRAMHALL personnel have access to the site in order to conduct required survey work.
- 3.) Detailed easement research and/or Title Reports are not included.
- 4.) Boundary Dispute Resolution is not included.
- 5.) BRAMHALL will attempt to obtain invert data required on structures and pipes as found and obtainable at the time of the survey. BRAMHALL will contact the City if field conditions do not allow for information to be obtained (e.g., clogged pipes, broken pipes, catch basin debris, locked or bolted lids, etc.). If these pipes are cleaned/debris cleared, by others, BRAMHALL will return to the site to obtain the additional information at our standard hourly rates.

**Professional Services Fee**

We propose to provide these services, based on the ODOT Fee Proposal spreadsheet attached, for the Lump Sum Amount of:


**Eleven Thousand Twenty Nine Dollars ..... \$11,029.00**

The work will be billed monthly based on our estimate of the portion of the total services complete at the time of billing. The above fees are valid for services provided through December 31, 2021. Charges for our services after this date are subject to escalation.

**ACKNOWLEDGED & ACCEPTED**

=====

**BRAMHALL ENGINEERING &  
SURVEYING COMPANY**

By:   
Chris L. Howard, P.E., CPESC

Title: Vice President  
Date: December 3, 2020

**ACKNOWLEDGED & ACCEPTED**

=====

**CITY OF SANDUSKY**

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

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

Page 3  
ERI-CR0504-00.49 (Monroe Street) PID No. 110322  
Surveying Services  
December 3, 2020

**ATTACHMENT**

**ERI-CR0504-00.49 (Monroe Street) PID No. 110322**  
**ODOT Fee Proposal Spreadsheet**

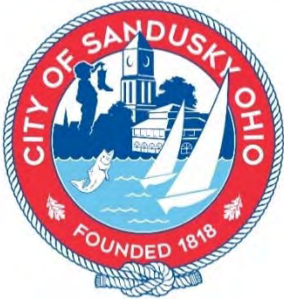
## SUMMARY OF STEPS

	A	B	C	D	E	F	G	H	I	J	K
1	ENGINEERING AND TECHNICAL SERVICE COST PRICE PROPOSAL										
2	AND LABOR RATES FOR										
3	ERI-CR0504-00.49										
4	PID No. 110322										
5	City of Sandusky										
6											
7	CONSULTANT: Bramhall Engineering & Surveying Company										
8											
9	Proposal Date: 11/24/2020										
10	Revised Date:										
11	PROJECT DESCRIPTION: Survey Services										
12											
13											
14											
15											
16											
17											
18	Average Overhead Rate = 157.26% (Net Fee Calc.)										
	Overhead Percentage = 140.24%										
	Net Fee Percentage = 11.00%										
	Cost of Money = 0.19%										



	A	B	H	I	J	K	L	M	N	O	P	Q
1	DETAILED BREAKDOWN OF PROPOSED TOTAL HOURS, PERSONNEL CATEGORIES,											
2	AND LABOR RATES FOR											
3	ERI-CR0504-00.49						Proposal Date:		11/24/2020			
4	PID No. 110322						Revised Date:					
5	City of Sandusky											
6												
7	CONSULTANT: Bramhall Engineering & Surveying Company						HOURLY RATES					
8							Principal		\$82.00			
9	PROJECT DESCRIPTION: Survey Services						Project Manager		\$48.50			
10							Professional Surveyor		\$40.00			
11							Survey Field Crew		\$45.00			
12	LEGEND: Highlighted tasks are by others or outside of this contract						Technician		\$28.50			
13												
14												
15												
16												
17	Task Description	Prin.	Proj Mgr	Prof Surveyor	Survey Crew	Tech					Overall Total Hours	Labor Costs
18	2 - Preliminary Engineering Phase											
19												
20	2.3 - AER Design											
21												
22	Task 2.3.A - Field Survey and Aerial Mapping											
23	2.3.A.A - Project Control, Benchmarks, and Reference Points	1	1	2	10	4	0	0	18	\$775		
24	2.3.B.A - Monumentation Recovery	0	0	1	8	2	0	0	11	\$457		
25	2.3.A.C - Topo/Utility Survey and Deliverables	1	1	6	48	12	0	0	68	\$2,873		
26	2.3.A.F - Establish Property Lines, Tax ID, and ownerships on basemap	0	0	0	0	0	0	0	0	\$0		
27	2.3.A.G - Property Owner Notification	0	0	0	0	0	0	0	0	\$0		
28												
29	Task 2.3.A - Field Survey and Aerial Mapping	2	2	9	66	18	0	0	97	\$4,104		97
30												
31												
32												
33												
34												
35												
36												
37												
38												
39												





## FINANCE DEPARTMENT

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

TO: Eric Wobser, City Manager  
FROM: Michelle Reeder, Finance Director  
DATE: December 1, 2020  
RE: Commission Agenda Item

### **ITEM FOR CONSIDERATION:**

Requesting legislation to authorize the City Manager to enter into an agreement with Meeder Public Funds, Inc. as the Investment Advisor for the City.

### **BACKGROUND INFORMATION:**

The City went through the process of requesting qualifications for an Investment Advisor, where the responses for the RFQ were due by October 19, 2020. Qualifications were received from five firms. The four members of the selection committee scored the qualifications individually and Meeder Investment Management was the highest ranked firm. Meeder is headquartered in Dublin, Ohio and has been servicing the investment needs of public entities for over 25 years, while advising for more than 300 public entities. Currently the City of Sandusky only works with one broker to handle investments. Moving forward with Meeder, we will have access to 20 primary broker-dealers and 100 regional broker-dealers. With the extensive professional network Meeder provides, we will be able to find the best investments and pricing for the City, which will maximize the return on our investments.

### **BUDGETARY INFORMATION:**

Meeder charges a fee of .09% of all funds under their management. We estimate Meeder to have \$8M of funds under their management initially, which will equate to an annual fee of \$7,200. The funds under management will fluctuate and are anticipated to grow in upcoming years, as currently invested securities mature. The total estimated annual cost of \$7,200 will be paid from the general fund.

### **ACTION REQUESTED:**

It is requested that legislation be passed authorizing the City Manager to execute an agreement with Meeder Public Funds, Inc. for investment advisory services for the City. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter to immediately sign the agreement with Meeder Public Funds, Inc. and place funds under their management to achieve the greatest potential interest as quickly as possible.

I concur with this recommendation:

---

Eric Wobser, City Manager

---

Michelle Reeder, Finance Director

CC: Brenden Heil, Law Director; Eric Wobser, City Manager

## CERTIFICATE OF FUNDS

In the Matter of: Meeder Investment Advisor Services

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

Account #110-7900-53003

By: Michelle Reeder / S-R

Michelle Reeder

Finance Director

Dated: 12/10/2020

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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN INVESTMENT MANAGEMENT AGREEMENT WITH MEEDER PUBLIC FUNDS, INC. OF DUBLIN, OHIO, FOR INVESTMENT ADVISORY SERVICES; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the City's annual general fund revenue is over \$23 million and in 2019 had more than a \$10 million investment portfolio and for these reasons the City desires to find a qualified firm to provide professional assistance to actively manage the City's investment portfolio and provide investment advice; and

**WHEREAS**, a Request for Qualifications (RFQ) was issued on October 6, 2020, for an Investment Advisor in which five (5) submittals were received, evaluated and ranked by a selection committee and Meeder Public Funds, Inc. was the top ranked firm and selected as the most qualified based upon the firm's experience with public funds and municipal investing, professional expertise, and their extensive network; and

**WHEREAS**, Meeder Public Funds, Inc. charges a fee of .09% of all funds under their management and with an estimated \$8 million in funds being managed, the initial annual fee is estimated to be \$7,200.00 which will be paid with General 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 immediately execute the agreement with Meeder Public Funds, Inc. and place funds under their management to achieve the greatest potential interest as quickly as possible; and

**WHEREAS**, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Department of Finance, 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 Investment Management Agreement with Meeder Public Funds, Inc. of Dublin, Ohio, for investment advisory services, substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the terms of this Ordinance.

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: December 14, 2020

# Investment Management Agreement

## Meeder Public Funds

This Investment Management Agreement ("Agreement") is effective as of the date executed by and between Meeder Public Funds, Inc. ("Meeder"), its applicable affiliates, and the undersigned account owner ("Client").

1. **Investment Management Services.** Under this Agreement, Meeder provides discretionary investment management services for public entity clients in accordance with the terms of the applicable state investment code and investment policy.

2. **Appointment.** Client appoints Meeder as discretionary investment manager to manage the assets deposited in any account subject to the terms of this Agreement ("Account"). Meeder accepts the appointment as investment manager and shall invest, reinvest and manage the securities, cash and other assets of the Account subject to any Investment Policy Statement provided by Client. Meeder shall provide advice only with respect to assets in the Account and shall have no responsibility for the actions or non-actions of predecessor investment advisors or for the management of assets other than the assets allocated to the Account.

3. **Trading Authorization.** Client grants Meeder discretionary trading authority and appoints Meeder as agent and attorney-in-fact with respect to investments in the Account. Meeder may direct the purchase, sale, exchange, conversion, delivery or other acquisition or disposition of securities and other investments in the Account and act on behalf of Client in all other matters incidental to the handling of Account investments, all without prior consultation with Client.

4. **Custody.** Meeder will not assume physical custody of the Account or any portion of it. Client shall establish a custodial account with a qualified custodian ("Custodian"). Client will receive from the Custodian account statements and confirmations identifying assets and transactions in the Account. All transactions will be consummated by payment to, or delivery by, the Custodian of all cash, securities and other assets due to or from the Account. The Custodian shall be responsible for investing any daily cash balances in the Account and Meeder will not exercise discretion to select sweep vehicles for the Account.

5. **Investment Objectives and Restrictions.** Client may provide Meeder with an Investment Policy Statement or other written directions setting forth the investment objectives and any specific investment restrictions or limitations which govern the Account. Meeder shall be entitled to rely on such guidelines, objectives and restrictions relating to the Account as it may receive from Client. It is Client's responsibility to inform Meeder in writing of any changes or modifications to the Investment Guidelines, which shall be given ten days in advance of any such change.

6. **Brokerage.** Unless otherwise directed, Meeder will place trades for the Account through such brokers or dealers as it may select. When selecting brokers, Meeder's primary consideration will be the broker's ability to provide best execution of trades and Meeder may consider the quality and reliability of the brokerage services, trade price and commission, as well as research and other services provided by the broker-dealers.

7. **Trade Aggregation.** Meeder may aggregate trades for multiple clients when, in the adviser's judgment, aggregation is in the best interests of the clients involved. Orders are aggregated to facilitate best execution and allocate equitably among clients the effects of any market fluctuations that might have otherwise occurred had these orders been placed independently. Where it is not possible to obtain the same execution price for all securities purchased or sold on an aggregated basis, Meeder may allocate trades equitably among its clients using the average execution price.

8. **Fees.** For the services provided in accordance with this Agreement, Client will pay an investment advisory fee as indicated on Schedule A to this Agreement. Investment advisory fees do not include custody fees charged by Client's selected Custodian. Where Client has elected to have fees deducted, Client authorizes the Custodian to deduct fees from the Account and pay them to Meeder.

9. **Solicitor Arrangements.** Meeder accepts Clients referred through unaffiliated introducing advisors ("Solicitors") and Meeder Public Funds, Inc. may pay a referral fee directly or through its affiliate, Meeder Advisory Services, Inc., in connection with Client's Account. Each Client who is introduced to Meeder by a Solicitor will acknowledge the amount of the referral fee in a separate Written Disclosure Statement.

10. **Third-Party Payments.** Meeder or its affiliates receive compensation from unaffiliated third-parties for opening, administering or advising certain financial products offered to advisory clients, including STAR Ohio and STAR Plus. Asset based advisory fees are not charged for assets invested in products that pay indirect compensation to Meeder.

11. **Proxy Voting.** Meeder does not accept or assume authority to vote proxies for its public fund clients. Clients will receive their proxies or other solicitations directly from their Custodian. Client agrees that Meeder will not advise or act for Client in any legal proceedings, including bankruptcies or class actions, involving securities held or previously held by the Account or the issuers of such securities.

12. **Electronic Delivery.** Client consents to electronic delivery of all documents from Meeder, including but not limited to a copy of the executed Agreement, statements, confirmations, Meeder's Form ADV Part 2, and other general communications.

13. **Confidentiality.** All information and advice furnished by either party to the other, including their respective agents and employees, shall be treated as confidential and shall not be disclosed to third parties except as otherwise required by law or as agreed to in writing by Client. Notwithstanding the foregoing, Client consents to the use of Client's name in sales and marketing material used by Meeder or its affiliates solely for the purpose of identifying the Client as an investment advisory client.

14. **Services to Other Clients.** Client understands that Meeder serves as investment adviser for other clients and will continue to do so. Client also understands that Meeder, its personnel and affiliates ("Affiliated Persons") may give advice or take action in performing their duties to other clients, or for their own accounts, that differ from advice given to or action taken for Client. Meeder is not obligated to buy, sell or recommend for Client any security or other investment that Meeder or its Affiliated Persons may buy, sell or recommend for any other client or their own accounts.

15. **Meeder's Representations.** Meeder represents that it is a registered investment adviser under the Investment Advisers Act of 1940.

16. **Client's Representations.** Client represents and acknowledges that: (i) Client is the sole owner of the Account assets and has full power and authority to enter into this Agreement and to commit the assets to Meeder's management and supervision; (ii) that the person signing this Agreement on behalf of Client is authorized and empowered to establish accounts and commit the assets to Meeder's management and supervision on the entity's behalf; (iii) Client has received Meeder's current Form ADV, Part 2A and B; and (iv) Client has received a copy of Meeder's Privacy Policy.

17. **Term.** This Agreement may be terminated by either party for any or no reason upon delivery by first class U.S. mail, postage prepaid, or delivery by hand, of a written "Notice of Termination" to the other party at least thirty (30) days prior to the date of the intended early termination of this Agreement. Termination of this Agreement will not affect the status, obligations or liabilities of the parties to this Agreement that arose prior to such termination.

18. **Limitation of Liability.** Except for negligence, malfeasance or violation of applicable law, neither Meeder nor its officers, directors or employees shall be liable to Client for any action performed, or omitted to be performed, or for any errors of judgment in managing the Account. Nor shall Meeder be liable to Client for any act or failure to



act by any other third party. The federal securities laws impose liabilities under certain circumstances on persons even when they act in good faith. Therefore, nothing in this Agreement shall in any way constitute a waiver or limitation of any rights that Client may have under any federal or state securities laws.

19. **Assignment.** This Agreement may not be assigned by either party without the consent of the other party. Meeder will provide Client at least thirty (30) days prior written notice of any proposed assignment, and Client's consent will be presumed unless Client notifies Meeder otherwise in writing prior to the date of the assignment indicated on the notice.

20. **Amendment.** This Agreement may be amended by Meeder with thirty (30) days prior written notice to Client and may be amended immediately upon notice to the extent reasonably required to satisfy federal or state regulatory requirements.

21. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Ohio without giving effect to any conflict or choice of law provisions of that State.

22. **Severability.** If any provision of this Agreement is or should become inconsistent with any law or rule of any governmental or regulatory body having jurisdiction over the subject matter of this Agreement, the provision will be deemed to be rescinded or modified in accordance with any such law or rule. In all other respects, this Agreement will continue and remain in full force and effect.

23. **Affiliates.** To the extent necessary to carry out the terms of this Agreement, any named affiliate of Meeder shall be deemed to be a party to the Agreement for that purpose.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or agents to become effective as of the day and year first written above.

CITY OF SANDUSKY

Eric Wobser

BY

City Manager

TITLE

SIGNATURE

DATE

# Meeder Public Funds

## Schedule of Fees

As of January 2020

This schedule sets forth the standard annual investment advisory fee applicable to the Account under this Agreement. The schedule is tiered and each tier of assets under management will be assessed at the rate set forth in the schedule.

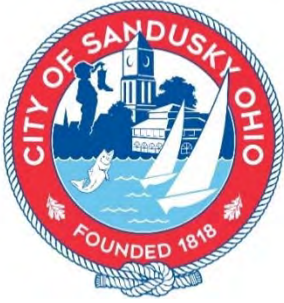
Operating Funds	
Assets Under Management	Annual Advisory Fee
Up to \$25,000,000	0.10%
\$25,000,000 - \$50,000,000	0.08%
\$50,000,000 - \$100,000,000	0.06%
Over \$100,000,000	0.04%

Project Funds	
Assets Under Management	Annual Advisory Fee
First \$50 million	0.06%
Over \$50 million	0.04%

Investment advisory fees are subject to minimum fee of \$5,000 per year. Fees are calculated and billed monthly in arrears based on the value of the securities, cash and other assets in the account at the end of the billing period. Unless otherwise agreed, fees are deducted directly from the Account. For clients who utilize Meeder's Preferred Custodian, fees may be credited an amount equal to the custodial fee up to a maximum annual credit of 0.01%. Meeder reserves the right to discontinue credits for custodial fees charged by the Preferred Custodian at any time and upon 30 days' notice in writing of the change to Client.

Additionally, for the first year of this agreement, Meeder agrees to not charge a fee on any of the securities purchased prior to the execution of this agreement. These securities to be excluded are listed below:

Security	Maturity Date	PAR	Security	Maturity Date	PAR
726547BJ0	11/20/2020	\$ 99,000.00	73317AAF9	10/7/2021	\$187,000.00
684000AE2	1/19/2021	\$247,000.00	254673WV4	11/15/2021	\$147,000.00
06051VP75	2/4/2021	\$246,000.00	87164DPS3	12/9/2021	\$247,000.00
149159PJ8	2/12/2021	\$163,000.00	949495BD6	2/22/2022	\$249,000.00
723455JZ5	2/12/2021	\$245,000.00	12556LBU9	3/28/2022	\$248,000.00
723605BQ3	2/12/2021	\$246,000.00	02589AB84	4/7/2022	\$110,000.00
29260MAQ8	3/2/2021	\$249,000.00	6169OUMW7	10/31/2022	\$247,000.00
919853FZ9	4/8/2021	\$246,000.00	06653LAG5	11/23/2022	\$240,000.00
88224PLV9	4/9/2021	\$247,000.00	05465DAJ7	3/26/2024	\$100,000.00
89788HAU7	4/21/2021	\$207,000.00	38148P5Z6	4/3/2024	\$ 99,000.00
89287TAA1	4/30/2021	\$249,000.00	949763ZA7	4/10/2024	\$240,000.00
38148PU39	8/9/2021	\$100,000.00	14042RPG0	4/8/2025	\$248,000.00



## FINANCE DEPARTMENT

240 Columbus Avenue

Sandusky, Ohio 44870

419.627.5776

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

TO: Eric Wobser, City Manager  
FROM: Michelle Reeder, Finance Director  
DATE: December 4, 2020  
RE: Commission Agenda Item

### **ITEM FOR CONSIDERATION:**

Requesting legislation to authorize an agreement with the Erie County Auditor's Office for online collection of the City's transient occupancy (lodging) tax and to amend Chapter 193 (Transient Occupancy Tax) of the City's Codified Ordinances.

### **BACKGROUND INFORMATION:**

Pursuant to the City's Codified Ordinances Chapter 193 Transient Occupancy Tax, the City has instituted a three percent lodging tax on all transient rentals. The City currently collects this tax in house. Erie County has offered to collect the City lodging tax in companion to the County's lodging tax at no cost to the City. Erie County utilizes software called LocalGov, that will allow all City of Sandusky transient rental owners, to file one online tax form and payment for both the City and County portions of the transient rental taxes due. The Erie County Auditor's office will collect our three percent lodging tax and remit our tax revenue to us on a monthly basis. Erie County has these agreements already in place with other Erie County political subdivisions, such as the City of Huron, Vermilion and Margaretta Township. To be consistent with the County's lodging tax interest assessed, Chapter 193.07 (c) needs to be adjusted to charge the interest prescribed by Ohio Revised Code. Also, language needs to be added in Section 193.06 to permit the tax return and payment to be made to the Erie County Auditor.

### **BUDGETARY INFORMATION:**

There is no fee for this service.

### **ACTION REQUESTED:**

It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter to immediately sign the agreement with the Erie County Auditor's Office, so that their software company can begin the set-up process to begin collecting the January transient rental tax that will be due in February 2021 and to amend Chapter 193 to reflect the collection changes.

I concur with this recommendation:

---

Eric Wobser, City Manager

---

Michelle Reeder, Finance Director

CC: Brenden Heil, Law Director; Eric Wobser, City Manager

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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE ERIE COUNTY AUDITOR'S OFFICE FOR THE COLLECTION OF THE CITY'S TRANSIENT OCCUPANCY TAX; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the City has established a three percent (3%) transient rental tax on all transient rentals pursuant to Chapter 193 (Transient Occupancy Tax) of the City's Codified Ordinances and currently collects this tax in-house; and

**WHEREAS**, Erie County has offered to collect the City's transient rental tax in conjunction with the County's lodging tax at no cost to the City, which will allow the City's transient rental owners to file one (1) online tax form and make payment for both the City and County lodging / transient occupancy taxes due; and

**WHEREAS**, the proposed agreement provides for a fee of two percent (2%) of the amount collected as payment for services rendered and all revenue will be paid to the City on a monthly basis; and

**WHEREAS**, if approved, Chapter 193 (Transient Occupancy Tax) of the Sandusky Codified Ordinances will need to be amended and these amendments are being requested in companion legislation; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately execute the agreement with the Erie County Auditor's Office so the County's software can be set-up to begin collecting the City's transient occupancy tax, which will be due in February 2021; and

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

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

Section 1. The City Manager is authorized and directed to enter into an agreement with the Erie County Auditor's Office for the collection of the City's transient occupancy tax, substantially in the same form as attached to this Ordinance, 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 not being substantially adverse to the City and consistent with carrying out the terms of this Ordinance.

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

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

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

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

ATTEST: \_\_\_\_\_  
MCKENZIE E. SPRIGGS  
CLERK OF THE CITY COMMISSION

Passed: December 14, 2020

## Agreement for Services Rendered

This is an agreement entered into by **The Erie County Auditor's Office** (hereinafter referred to as "the Provider") and \_\_\_\_\_ (hereinafter referred to as "the Client") on this date, **January 1, 2021**.

The Client hereby engages the Provider to provide services described herein under "Scope and Manner of Services." The Provider hereby agrees to provide the Client with such services in exchange for consideration described herein under "Payment for Services Rendered."

### Scope and Manner of Services

Services to Be Rendered by Provider: The Erie County Auditor's office will collect the hotel/transient occupancy tax of your entities legislation using the Localgov lodging tax software for all rental properties registered in the software. Erie County Auditor's office will monthly (when applicable) submit payment to you for their collected tax amount.

### Payment for Services Rendered

**For 2021, there will be no Fee.** A fee of 2% of the amount collected will be deducted from the amount collected for any rents collected through December 31, 2020. Example: \$100 collected - \$2.00 (2% of \$100) fee retained by Erie County Auditor, payment for \$98.00 will be sent. Fees will be evaluated on an annual basis by the Auditor.

This Agreement will be valid for a period of one year with yearly extensions at the same rate. Should either party require this agreement to be changed, a 90 day notice is required.

### Applicable Law

This agreement shall be governed by the laws of the County of Erie in the State of Ohio and any applicable Federal law.

### Signatures

In witness of their agreement to the terms above, the parties or their authorized agents hereby affix their signatures:

\_\_\_\_\_  
(Printed Name of Client or agent)

Richard H. Jeffrey, Erie County Auditor  
(Printed Name of Provider or agent)

\_\_\_\_\_  
(Signature of Client or agent) (Date)

\_\_\_\_\_  
(Signature of Provider or agent) (Date)



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

AN ORDINANCE AMENDING PART ONE (ADMINISTRATIVE CODE), TITLE NINE (TAXATION), CHAPTER 193 (TRANSIENT OCCUPANCY TAX), SECTION 193.06 (REPORTING AND REMITTING) AND SECTION 193.07 (PENALTIES AND INTEREST), OF THE CODIFIED ORDINANCES OF THE CITY OF SANDUSKY, IN THE MANNER AND WAY SPECIFICALLY SET FORTH HEREINBELOW; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

**WHEREAS**, the City has established a three percent (3%) transient rental tax on all transient rentals pursuant to Chapter 193 (Transient Occupancy Tax) of the City's Codified Ordinances and currently collects this tax in-house; and

**WHEREAS**, Erie County has offered to collect the City's transient rental tax in conjunction with the County's lodging tax at no cost to the City, which will allow the City's transient rental owners to file one (1) online tax form and make payment for both the City and County lodging / transient occupancy taxes due; and

**WHEREAS**, approval of the proposed agreement with the Erie County Auditor's Office for the collection of transient occupancy taxes is being requested in companion legislation; and

**WHEREAS**, these proposed amendments to Chapter 193 are necessary to reflect the changes in reporting and remitting City transient occupancy tax to allow tax return and payment to be made to the Erie County Auditor's Office and to be consistent with the County's lodging tax interest assessed pursuant to the Ohio Revised Code; 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 update Chapter 193 to reflect the changes to collection of the transient occupancy tax which will be due in February 2021; and

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

**NEW LANGUAGE APPEARS IN BOLD PRINT**  
**LANGUAGE TO BE STRICKEN APPEARS WITH A STRIKE THROUGH IT**  
**LANGUAGE TO REMAIN UNCHANGED APPEARS IN REGULAR PRINT**

Section 1. Part One (Administrative Code), Title Nine (Taxation) Chapter 193 (Transient Occupancy Tax) of the Codified Ordinances of the City of Sandusky

be amended as follows:

**CHAPTER 193**

**Transient Occupancy Tax**

**193.06 REPORTING AND REMITTING.**

Each operator shall, on or before the last day of the month following the close of each calendar quarter, or at the close of any shorter reporting period which may be established by the Finance Director, make a return to the Finance Director, on forms provided by ~~him~~ **the City, or submit an online return through the Erie County Auditor's Localgov tax software** of the total rents charged and received, and the amount of tax collected for rent charged. All claims for exemption from the tax filed by guests with the operator during the reporting period shall be filed with the report. At the time the return is filed, the full amount of the tax collected shall be remitted to the Finance Director **or through the Erie County Auditor's Localgov tax software**. The Finance Director may establish shorter reporting periods for any certificate holder if he deems it necessary in order to insure collection of the tax, and he may require further information in the return if the information is pertinent to the collection of the tax. Returns and payments are due immediately upon cessation of business for any reason. All taxes collected by operators pursuant to this chapter shall be held in trust for the account of the City until payment thereof is made to the ~~Finance Director~~ **City**. All returns and payments submitted by each operator shall be treated as confidential by the Finance Director, and shall not be released ~~by him~~ except upon order of a court of competent jurisdiction, or to an officer or agent of the United States, the State of Ohio, the ~~C~~eounty of Erie, or the City of Sandusky, for official use only. (~~Ord. 18-108. Passed 5-29-18~~)

**193.07 PENALTIES AND INTEREST.**

(a) Delinquency. Any operator who fails to remit any tax imposed by this chapter within the time required shall pay a penalty equal to 10% of the amount of the tax, in addition to the tax.

(b) Fraud. If the Finance Director determines that the nonpayment of any remittance due under this chapter is due to fraud, a penalty equal to 25% of the amount of the tax shall be added thereto in addition to the penalties stated in subsection (a) hereof.

(c) Interest. In addition to the previous penalties imposed, any operator who fails to remit any tax imposed by this chapter shall pay interest at the rate ~~of 1% per month~~, **per annum prescribed by Section 5703.47 of the Ohio Revised Code**, or fraction thereof, on the amount of the tax exclusive of penalties, from the date on which the remittance first became delinquent until paid.

(d) Penalties During Pendency of Hearing or Appeal. No penalty provided under the terms of this chapter shall be imposed during the pendency of any hearing provided for in Section 193.08, nor during the pendency of any appeal to the Board of Review provided for in Section 193.09.

(e) Abatement of Interest and Penalty. In cases where a return has been filed in good faith, and an assessment has been paid within the time prescribed by the Finance Director, the Finance Director may abate any charge of penalty or interest, or both.

~~(Ord. 18-108. Passed 5-29-18)~~

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: December 14, 2020