



**SANDUSKY CITY COMMISSION
REGULAR SESSION AGENDA
MARCH 22, 2021 AT 5 P.M.
CITY HALL, 240 COLUMBUS AVENUE**

INVOCATION	Dick Brady
PLEDGE OF ALLEGIANCE	
CALL TO ORDER	
ROLL CALL	W. Poole, B. Harris, D. Murray, D. Brady, N. Twine, M. Meinzer & D. Waddington
APPROVAL OF MINUTES	March 8, 2021
AUDIENCE PARTICIPATION	
PRESENTATION	Abbey Bemis , Erie County Economic Development Corporation – 2020 Review
PUBLIC HEARING	Debi Eversole , CDBG FY2021
COMMUNICATIONS	Motion to accept all communications submitted below
CURRENT BUSINESS	

CONSENT AGENDA ITEMS

ITEM A – Submitted by McKenzie Spriggs, Commission Clerk

REPLACEMENT PAGES FOR 2020 CODIFIED ORDINANCES UPDATE

Budgetary Information: The cost of the revisions for the Codification supplements and updating the Code on the internet for 2020 is \$2,560 plus shipping and handling, and will be taken from the contractual services line item in the Commission's budget (60%), sewer funds (20%), and water funds (20%). This item is appropriated each year.

ORDINANCE NO. _____: It is requested an ordinance be passed to approve current replacement pages to the Sandusky Codified Ordinances for the period of January 1, 2020, through December 31, 2020; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM B – Submitted by Stuart Hamilton, IT Manager

DISPOSAL OF KRONOS TIMECLOCKS (FIRST READING)

Budgetary Information: Proceeds from the sale of these items will be placed into the City's General Fund account.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to dispose of thirteen (13) Kronos timeclocks as having become unnecessary and unfit for city use pursuant to Section 25 of the City Charter.

ITEM C – Submitted by Jared Oliver, Police Chief

PERMISSION TO APPLY TO THE ATTORNEY GENERAL'S GRANT FOR LAW ENFORCEMENT BODY ARMOR

Budgetary Information: The total amount being requested is \$6,800 for the purchase of Body Armor for officers of the Sandusky Police Department to replace Body Armor vests that are nearing the end of their useful life. This will require a 25% local match of \$1,700 which will be paid out of the police operating budget.

RESOLUTION NO. _____: It is requested a resolution be passed authorizing and directing the City Manager to submit a grant application to the Office of the Attorney General for financial assistance through the Ohio Law Enforcement Body Armor Program; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM D – Submitted by Josh Snyder, Assistant City Engineer

CHANGE ORDER #1 & FINAL WITH INSIGHT PIPE CONTRACTING FOR 2020 SEWER LINING PROJECT (DEDUCT)

Budgetary Information: This final agreement amendment is a decrease of \$8,160.25, which will revise the original total contract amount of \$307,655 to \$299,494.75 and will be paid from the Sewer Funds.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to approve the first & final change order for work performed by Insight Pipe Contracting, LLC of Harmony, Pennsylvania, for the 2020 Sewer Lining Project; 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 Brendan Heil, Law Director

RESOLUTION SUPPORTING EXECUTIVE ORDER TO REDUCE TOXIC ALGAE BLOOMS

Budgetary Information: There is no budgetary impact for the adoption of this resolution.

RESOLUTION NO. _____: It is requested a resolution be passed requesting the President of the United States of America, Joe Biden, to sign an executive order for federal management to reduce toxic harmful algae blooms that are costly for municipal water treatment plants and result in economic harm to fishing, boating, property, recreational, and tourist-related businesses; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM #2 – Submitted by Jane Cullen, Project Engineer

CONTRACT WITH ERIE BLACKTOP FOR THE CAMP STREET RESURFACING AND RECONSTRUCTION PROJECT

Budgetary Information: The estimated cost of the project including engineering, inspection, advertising, construction and miscellaneous costs, is \$372,537.35. OPWC will provide funding up to 58% of the project cost which is 216,071.66. This will be split between to be paid with \$41,071.66 OPWC (0% loan), \$175,000 OPWC (grant), The City’s 42% share in the projects costs is \$156,465.69 and will be funded with \$86,188.00 CDBG and \$70,277.69 Issue 8 (Street).

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a contact with Erie Blacktop, Inc. of Sandusky, Ohio, for the Camp Street Resurfacing and Reconstruction Project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM #3 – Submitted by Josh Snyder, Assistant City Engineer

PERMISSION TO BID THE 2021 LOCAL STREET RESURFACING PROJECT

Budgetary Information: As staff had been developing the capital plan, there has been much discussion on the amount of available capital funding that could be made available for streets as the top priority. Staff still recommends allocating those dollars for this project. The estimated cost of the project including engineering, inspection, advertising, construction and miscellaneous costs, is \$2,985,000 paid with the following sources

- | | | |
|----|---------------------|-------------|
| 1) | Stimulus funds | \$2,000,000 |
| 2) | State gas tax money | \$ 361,286 |
| 3) | Issue 8 Funds | \$ 138,714 |
| 4) | Water Funds | \$ 205,000 |
| 5) | Sewer Funds | \$ 280,000 |

RESOLUTION NO. _____: It is requested a resolution be passed declaring the necessity for the city to proceed with the proposed 2021 Local Street Resurfacing Project; approving the specifications and engineer’s estimate of cost thereof; and directing the City Manager to advertise for and receive bids in relation thereto; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM #4 – Submitted by Jonathan Holody, Community Development Director

AGREEMENT WITH ERIE COUNTY ECONOMIC DEVELOPMENT CORPORATION FOR DEVELOPMENT AND MARKETING SERVICES

Budgetary Information: The City will provide ECEDC with quarterly payments totaling \$30,000 in 2021 for services rendered and programs offered.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement with the Erie County Economic Development Corporation (ECEDC) for certain economic development and marketing services for calendar year 2021; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM #5 – Submitted by Jonathan Holody, Community Development Director

PURCHASE AND SALE OF LAND BANK PROPERTIES AT COLD CREEK CROSSING

Budgetary Information: At closing, each assessment lien will be satisfied from a portion of the sales proceeds. Broker fees of up to 6.5% will also be paid from the sales proceeds. The balance of funds will used by the City to recoup expenses related to the subdivision in accordance with O.R.C. §5722.08.

ORDINANCE NO. _____: It is requested an ordinance be passed declaring that certain forty-four (44) parcels of real property owned by the city as part of the Land Reutilization Program identified and located in the Cold Creek Crossing Subdivision are no longer needed for any municipal purpose and approving a form of agreement for the purchase and sale with respect to that real property; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM #6 – Submitted by Jonathan Holody, Community Development Director

EXECUTIVE RIGHT TO SELL AGREEMENT WITH HOTY ENTERPRISES FOR COLD CREEK CROSSING

Budgetary Information: At closing, each assessment lien will be satisfied from a portion of the sales proceeds. Broker fees of up to 6.5% will also be paid from the sales proceeds. The balance of funds will be used by the City to recoup expenses related to the property in accordance with O.R.C. §5722.08.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an exclusive right to sell agreement with HOTY Enterprises, Inc. of Sandusky, Ohio, for the marketing and sale of forty-four (44) vacant parcels of land in the Cold Creek Crossing Subdivision in Sandusky; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM #7 – Submitted by Jonathan Holody, Community Development Director

ECONOMIC DEVELOPMENT GRANT TO RDMJD LLC FOR 2101 WEST PERKINS AVENUE

Budgetary Information: The City will be responsible for providing a total of \$15,000 in grant proceeds from the Economic Development Capital Projects Fund on a reimbursable basis at the completion of the project. The project will have an ongoing positive impact on the general fund due to increased income and property taxes.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and approving a grant in the amount of \$15,000 through the Economic Development Program Fund to RDMJD, LLC in relation to the property located at 2101 West Perkins Avenue; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM #8 – Submitted by Jonathan Holody, Community Development Director

ENTERPRISE ZONE TAX ABATEMENT AGREEMENT WITH RDMJD LLC FOR 2101 WEST PERKINS AVENUE

Budgetary Information: The project will have an ongoing positive impact on the general fund, as 25% of the increase in assessed value will be subject to real estate taxes during the abatement period. The project will also help sustain employment in the local economy and will create a minimum of three (3) permanent full-time positions subject to City income tax.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the city manager to enter into an Enterprise Zone agreement with RDMJD, LLC in relation to the property located at 2101 West Perkins Avenue; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM #9 – Submitted by Jonathan Holody, Community Development Director

PURCHASE AND SALE OF 430 EAST MARKET STREET

Budgetary Information: The sales price per the Agreement is \$10,790.00. All sales proceeds will be deposited into the Real Estate Development Fund.

ORDINANCE NO. _____: It is requested an ordinance be passed declaring that a portion of certain real property owned by the city located at 430 East Market Street, Sandusky, and identified as parcel no. 56-00985.000, is no longer needed for any municipal purpose and authorizing and directing the city manager to enter into an agreement to sell the designated real property to Eduardo and Jennifer Torres; 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 – Click “Play” 



CITY COMMISSION

240 Columbus Avenue
Sandusky, Ohio 44870

419.627.5850

www.cityofsandusky.com

TO: City Commission

FROM: McKenzie Spriggs
Commission Clerk

DATE: March 10, 2021

SUBJECT: 2020 Replacement Pages for Codified Ordinances for the City of Sandusky

ITEM FOR CONSIDERATION: It is requested the City Commission authorize the adoption of an Ordinance approving current replacement pages to the Codified Ordinances and internet for the period January 1, 2020 - December 31, 2020, with Walter H. Drane Company.

The City of Sandusky completes a codification process each year in order to bring our Code of Ordinances up to date. Additionally, state laws which have been changed or newly adopted are incorporated into this update.

BUDGETARY INFORMATION: The cost of the revisions for the Codification supplements and updating the Code on the internet for 2020 is \$2,560 plus shipping and handling and will be taken from the contractual services line item in the Commission's budget (60%), sewer funds (20%), and water funds (20%). This item is appropriated each year.

ACTION REQUESTED: It is recommended an ordinance be passed approving the replacement pages of the City of Sandusky's Codified Ordinances. It is further requested this legislation take immediate effect in full accordance with Section 14 of the City Charter to update the Codified Ordinances for the public and city staff as soon as possible.

cc.: Michelle Reeder
Brendan Heil
Eric Wobser

CERTIFICATE OF FUNDS

In the Matter of: Codified Ordinances- Replacement Pages

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 # 110-7900-53000, 612-5900-53000, 613-5900-53000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 3/17/2021

ORDINANCE NO. _____

AN ORDINANCE TO APPROVE CURRENT REPLACEMENT PAGES TO THE SANDUSKY CODIFIED ORDINANCES FOR THE PERIOD OF JANUARY 1, 2020, THROUGH DECEMBER 31, 2020; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, certain provisions within the Codified Ordinances should be amended to conform with current State law as required by the Ohio Constitution; and

WHEREAS, various Ordinances of a general and permanent nature have been passed by the City Commission which should be included in the Codified Ordinances; and

WHEREAS, the City has heretofore entered into a contract with the Walter H. Drane Company to prepare and publish such revision which is before this City Commission; and

WHEREAS, the total cost of the revisions of the Codification supplements and internet update is \$2,560.00 plus shipping and handling and will be paid with funds from the Commission's budget (60%), Sewer Funds (20%), and Water Funds (20%); and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately approve the replacement pages to the Sandusky Codified Ordinances and provide internet access to the updates as soon as possible; and

WHEREAS, in order to provide for the immediate preservation of the public peace, health, welfare and safety for the reason that there exists an imperative necessity for the earliest publication and distribution of current replacement pages to the officials and residents of the City of Sandusky, so as to facilitate administration, daily operation and avoid practical and legal entanglements, it is necessary to declare this Ordinance to be an emergency measure to take effect immediately upon its adoption and due authentication; and NOW, THEREFORE,

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

Section 1. The Ordinances of the City of Sandusky, Ohio, of a general and permanent nature, as revised, recodified, rearranged and consolidated into component codes, titles, chapters and sections within the 2020 Replacement Pages to the Codified Ordinances are hereby approved and adopted.

Section 2. The following sections and chapters are hereby added, amended or repealed as respectively indicated in order to comply with current State law:

Traffic Code

- 331.43 Wearing Earplugs or Earphones Prohibited. (Amended)
- 335.09 Display of License Plates or Validation Stickers; Temporary License Placard. (Amended)
- 335.091 Operating Without Dealer or Manufacturer License Plates. (Added)

General Offenses Code

501.99 Penalties for Misdemeanors. (Amended)
521.08 Littering and Deposit of Garbage, Rubbish, Junk, Etc. (Amended)
529.07 Open Container Prohibited. (Amended)
537.17 Reserved. (Previously "Criminal Child Enticement")

Section 3. The complete text of the sections listed above are set forth in full in the current replacement pages to the Codified Ordinances, a copy of which is on file in the office of the Clerk of the City Commission.

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 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: March 22, 2021



ADMINISTRATIVE SERVICES

240 Columbus Ave.
Sandusky, Ohio 44870

To: Eric Wobser, City Manager

From: Stuart Hamilton

Date: March 10th, 2021

Subject: Commission Agenda Item – Kronos Timeclock Disposal

ITEM FOR CONSIDERATION: Requesting legislation authorizing the disposal of used, obsolete Kronos Timeclocks that have exceeded their recommended service life, are no longer in service and are no longer useful to the Information Technology Department and allowing the items to be sold on GovDeals, an internet auction site for government entities.

BACKGROUND INFORMATION: During the recent migration to our new Human Resources Information System (HRIS), our old clocks became deprecated. These do work with the new system and we have no other use for them. There are 13 in number and will be usable to other entities that still run the old application.

BUDGETARY INFORMATION: Proceeds from the sale of these items will be placed into the City's General Fund account.

ACTION REQUESTED: It is requested that the proper legislation be prepared declaring the used timeclocks as unfit for City use as recommended by the Information Technology Manager and allowing the used timeclocks to be sold on GovDeals.

I concur with this recommendation:

Eric Wobser, City Manager

Stuart Hamilton, I.T Manager

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

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO DISPOSE OF THIRTEEN (13) KRONOS TIMECLOCKS AS HAVING BECOME UNNECESSARY AND UNFIT FOR CITY USE PURSUANT TO SECTION 25 OF THE CITY CHARTER.

WHEREAS, Section 25 of the City Charter authorizes the City Manager to conduct all sales of personal property that has become obsolete, unnecessary and unfit for City use; and

WHEREAS, the City recently migrated to a new Human Resources Information System (HRIS), which included new timeclocks, and therefore, no longer needs the old timeclocks that are no longer in service and not operable with the new system and it is being recommended that the thirteen (13) old Kronos timeclocks be declared obsolete, unnecessary and unfit for City use and be disposed of via www.Govdeals.com, which is an internet auction site for governmental entities; and

WHEREAS, the proceeds from the sale of these timeclocks will be placed into the City's General Fund; and

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

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

Section 1. This City Commission finds and determines that the thirteen (13) Kronos timeclocks described in the preamble above have become obsolete and are unnecessary and unfit for City use pursuant to Section 25 of the City Charter and the City Manager is authorized and directed to dispose of the Kronos timeclocks no longer needed for City purposes through internet auction, sale process, or by public auction with the proceeds to be placed in the City's General Fund.

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

Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this

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

Section 4. That for the reasons set forth in the preamble hereto, this Ordinance 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: March 22, 2021



CITY OF SANDUSKY POLICE DEPARTMENT

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

TO: Eric Wobser, City Manager

FROM: Chief Jared Oliver

DATE: 03/08/2021

RE: Commission Agenda Item

ITEM FOR CONSIDERATION:

Legislation for the submission of a grant application to The Ohio Attorney General's Office, Ohio Law Enforcement Body Armor Program for six thousand eight hundred dollars (\$6,800) for the purchase of Body Armor for officers of the Sandusky Police Department that have current Body Armor that is expiring and authorizing the City Manager to enter into any grant agreements and accept funds if awarded.

BACKGROUND INFORMATION:

This program is through the State of Ohio's Attorney General's Office. Funded by the Ohio Bureau of Workers' Compensation, this program provides money to eligible applicants for the purchase of body armor vests to enhance the safety and prevent injury of law enforcement officers. The program is a local match of twenty five percent (25%). Until last year, the agency received funding through the Federal Bullet Proof Vest Program at a fifty percent (50%) local match.

BUDGETARY INFORMATION:

The total amount being requested is six thousand eight hundred dollars (\$6,800) for the purchase of Body Armor for officers of the Sandusky Police Department to replace Body Armor vests that are nearing the end of their useful life. This will require a twenty five percent (25%) local match of \$1,700 which will be paid out of the police operating budget.

ACTION REQUESTED:

It is requested that legislation be prepared for the approval of the submission of a grant application to the Ohio Attorney General's Office, Ohio Law Enforcement Body Armor Program for six thousand eight hundred dollars (\$6,800) for the purchase of Body Armor for officers of the Sandusky Police Department that have current Body Armor that is expiring and if awarded, to execute any required agreements and expend funds consistent to the agreement. It is further requested that this be passed in accordance with Section 14 of the City Charter in order to submit the grant application and if awarded, purchase the new body armor at the earliest opportunity.

Approved:

I concur with this recommendation:

Jared Oliver, Police Chief

Eric Wobser, City Manager

cc: Brendan Heil, Law Director

Michelle Reeder, Finance Director

CERTIFICATE OF FUNDS

In the Matter of: Bulletproof Vests

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 #110-1010-54000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 3/17/2021

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION TO THE OFFICE OF THE ATTORNEY GENERAL FOR FINANCIAL ASSISTANCE THROUGH THE OHIO LAW ENFORCEMENT BODY ARMOR PROGRAM; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Ohio Law Enforcement Body Armor Grant Program is funded by the Ohio Bureau of Workers' Compensation in collaboration with the office of the Ohio Attorney General and the program provides funds to eligible law enforcement organizations for the purchase of body armor vests to enhance the safety and prevent injuries among law enforcement officers; and

WHEREAS, the program is administered by the office of the Ohio Attorney General and eligible local law enforcement agencies may request grant funds for the purchase of body armor vests with a local match of twenty-five percent (25%); and

WHEREAS, the Sandusky Police Department replaces vests on a yearly basis and is requesting financial assistance in the amount of \$6,800.00 for the purchase of body armor to replace vests which are nearing the end of their useful life; and

WHEREAS, the total estimated cost for the body armor is \$6,800.00 of which \$5,100.00 will be paid with Ohio Law Enforcement Body Armor Grant funds, if awarded, and the required local match of \$1,700.00 (25%) will be paid from the Police Department's operating budget; and

WHEREAS, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to submit the application and if awarded, purchase the new body armor at the earliest opportunity; and

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

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

Section 1. This City Commission hereby authorizes and directs the City Manager to submit a grant application to the Office of the Attorney General for financial assistance through the Ohio Law Enforcement Body Armor Program, a copy of which is on file in the Sandusky Police Department, and authorizes and directs the City Manager to execute any grant agreements and lawfully expend funds consistent with the application should they be awarded.

PAGE 2 - RESOLUTION NO. _____

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

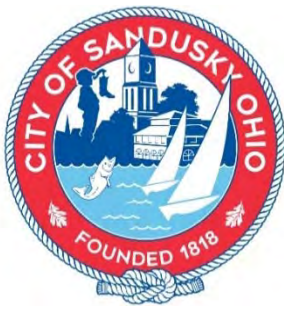
Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Resolution were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: March 22, 2021



DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Joshua R. Snyder, P.E.

Date: March 8, 2021

Subject: Commission Agenda Item- Change Order #1 and Final with Insight Pipe Contracting, LLC for the 2020 Sewer Lining Project

ITEM FOR CONSIDERATION: Requesting legislation for approval of Change Order #1 and Final for the 2020 Sewer Lining Project.

BACKGROUND INFORMATION: This project was awarded to Insight Pipe Contracting, LLC of Harmony, Pennsylvania, at the November 9, 2020 City commission meeting per ordinances 20-158 in the total amount of \$307,655.

This project provided for the lining of habitual "problem areas" along several sewer lines and included three (3) alternate bids. These areas previously required some of the most regular work efforts by City Sewer maintenance crews. Work was completed 3/1/21. This work will increase the speed with which sewer water is carried and provide long-lasting protection of underground piping. All while virtually eliminating regular maintenance and labor costs of root cutting, root "foaming" and routine cleaning/jetting for the next 50 years, the life expectancy of this pipe treatment.

Specific locations of this pipe treatment occurred on and between: N,S,E,W Larchmont, Oakmont, Sherman, Chalet, Johnson, Buchanan, Forest, Stahlwood/Karl Ann Dr. roadways, totaling almost 9200 linear feet (1.75 miles).

This final Change Order, a decrease of the contractual award in the amount of \$8,160.25, represents final quantities installed in the field by the contractor. The major change was the inability to line the 24" sewer due to it being in too poor of condition to install this liner, therefore it was non-performed. See attached summary sheet of all quantities used.

BUDGETARY INFORMATION: This final agreement amendment is a decrease of \$8,160.25, which will revise the original total contract amount of \$307,655 to \$299,494.75 and will be paid from the Sewer Funds.

ACTION REQUESTED: It is requested that legislation be prepared to allow for the approval of the first and final Change Order due to a decrease in work quantities for the 2020 Sewer Lining Project. It is further requested that this be passed in accordance with Section 14 of the City Charter so that the contractor can be paid for work already completed in the field and to close out the completed project.

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

CITY OF SANDUSKY, OHIO
DEPARTMENT OF PUBLIC WORKS

Project: 2020 Sewer Lining Project
Construction Work Order No.: 1 & Final

CONTRACT: 2950
ORDINANCE NO. 20-158

Contractor: Insight Pipe Contracting, LLC
232 E. Lancaster Rd.
Harmony, PA 16037

STREET OR LOCATON OF WORK: N,S,E,W Larchmont, Oakmont, Sherman, Chalet, Johnson, Buchanan, Forest, Stahlwood/Karl Ann

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

Bid Item No.	Location	Plan Quantity	Actual Quantity	Difference in Quantity	Unit	Description	Unit Price	Bid Price	Actual Price	Total ADD/DED
1		1	1	0	LS	Insurance	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ -
2		1	1	0	LS	Bonding	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00	\$ -
3		1	1	0	LS	Mobilization	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ -
4		1	1	0	LS	Maintenance of Traffic	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ -
5		2640	2795.1	-155	LF	8" Sanitary Sewer CIP Liner	\$ 25.00	\$ 66,000.00	\$ 69,877.50	\$ 3,877.50
6		2974	4229.6	-1,256	LF	10" Sanitary Sewer CIP Liner	\$ 27.00	\$ 80,298.00	\$ 114,199.20	\$ 33,901.20
7		1200	891.8	308	LF	12" Sanitary Sewer CIP Liner	\$ 35.00	\$ 42,000.00	\$ 31,213.00	\$ (10,787.00)
8		232	0	232	LF	24" Sanitary Sewer CIP Liner	\$ 100.00	\$ 23,200.00	\$ -	\$ (23,200.00)
9		212	235	-23	EA	Lateral Reinstatement after Lining	\$ 65.00	\$ 13,780.00	\$ 15,275.00	\$ 1,495.00
10		1	1	0	LS	Bypass Pumping	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ -
11		380	352.9	27	LF	Alt. #1 - Add'l 8" sewer - Parish St. 127 to Caldwell St	\$ 29.50	\$ 11,210.00	\$ 10,410.55	\$ (799.45)
12		220	271.1	-51	LF	Alt. #2 - Add'l 10" sewer - W. Parish St. 321 to Caldwell St	\$ 35.00	\$ 7,700.00	\$ 9,488.50	\$ 1,788.50
13		600	639	-39	LF	Alt. #3 - Add'l 8" sewer - Oakmont Ave.	\$ 29.00	\$ 17,400.00	\$ 18,531.00	\$ 1,131.00
14		1	1	0	LS	Transition Liner from 8" to 10"	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ -
17		1	0	1	LS	Contingency	\$ 20,567.00	\$ 20,567.00	\$ -	\$ (20,567.00)
Total Difference								\$ 299,494.75	\$ -	\$ (13,160.25)

Explanation: Change order & Contingency reflects work performed in the field.

Accepted:  Date: March 3, 2021

Contractor

Accepted: _____ Date: _____, 2021

City Engineer

Original Contract Price = \$ 307,655.00
Contract Price after CO1 = \$ 299,494.75
% Increase = -2.7%
Original Budget/Estimate = \$ 349,985.00
% Increase = -14.4%

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO APPROVE THE FIRST & FINAL CHANGE ORDER FOR WORK PERFORMED BY INSIGHT PIPE CONTRACTING, LLC OF HARMONY, PENNSYLVANIA, FOR THE 2020 SEWER LINING PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the 2020 Sewer Lining Project involved the cleaning, camera, bypassing of pump, and lining the sewers of various diameter pipes on Larchmont Drive, in the yard between Stahlwood Drive and Karl Ann Drive to Buchanan Street, in the yard between North Forest Drive and Buchanan Street, in the yard between Johnson Street and Buchanan Street, three (3) segments along Chalet Drive, and a segment on Sherman Street; and

WHEREAS, the project also included three (3) alternates bids, which provided for slip lining on Parish Street from 127 Parish Street to Columbus Avenue, Parish Street from 321 West Parish Street to Columbus Avenue, and the final two (2) remaining segments on Chalet Drive; and

WHEREAS, this City Commission declared the necessity for the City to proceed with the 2020 Sewer Lining Project by Resolution No. 043-20R, passed on October 12, 2020; and

WHEREAS, this City Commission approved the awarding of the contract to Insight Pipe Contracting, LLC, of Harmony, Pennsylvania, for work to be performed for the 2020 Sewer Lining Project by Ordinance No. 20-158, passed on November 9, 2020; and

WHEREAS, this First & Final Change Order reflects the inability to line a 24" sewer due to poor condition and the actual work performed in the field by the contractor and the actual quantities used; and

WHEREAS, the original contract with Insight Pipe Contracting, LLC, of Harmony, Pennsylvania, was \$307,655.00, and with the **deduction** of this First & Final Change Order in the amount of \$8,160.25, the final contract cost is \$299,494.75 which will be paid with Sewer 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 make payment to the contractor for work already performed and to close out the completed project; and

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

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

Section 1. The City Manager is hereby authorized and directed to approve this First & Final Change Order for work performed for the 2020 Sewer Lining Project and to **deduct** from the contract amount the sum of Eight Thousand One Hundred Sixty and 25/100 Dollars (\$8,160.25) resulting in the final contract cost of Two Hundred Ninety Nine Thousand Four Hundred Ninety Four and 75/100 Dollars (\$299,494.75) with Insight Pipe Contracting, LLC of Harmony, Pennsylvania.

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: March 22, 2021

RESOLUTION NO. _____

A RESOLUTION REQUESTING THE PRESIDENT OF THE UNITED STATES OF AMERICA, JOE BIDEN, TO SIGN AN EXECUTIVE ORDER FOR FEDERAL MANAGEMENT TO REDUCE TOXIC HARMFUL ALGAE BLOOMS THAT ARE COSTLY FOR MUNICIPAL WATER TREATMENT PLANTS AND RESULT IN ECONOMIC HARM TO FISHING, BOATING, PROPERTY, RECREATIONAL, AND TOURIST-RELATED BUSINESSES; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, Lake Erie is the 12th largest freshwater lake in the world, is the warmest and most biologically productive of all the Great Lakes, and is believed to have the most productive walleye fishery in the world; and

WHEREAS, Lake Erie is the source of drinking water for 11 million people; and

WHEREAS, Lake Erie is important to the economy with a potential estimated loss of \$123 million due to fewer anglers, more beach advisories and water- quality advisories, and greater water- plant operating costs; and

WHEREAS, after the Clean Water Act was passed, Lake Erie's water quality improved and was a great success story due to the return of walleye, yellow perch and water quality; and

WHEREAS, in the late 1990s, the green slime reappeared in Lake Erie with substantial blooms in the early 2000s and subsequent increases, resulting in the 2007 creation of the Ohio Lake Erie Phosphorus Task Force One, ordered by Ohio Gov. Ted Strickland (Democrat), which was followed by the 2011 creation of the Ohio Phosphorus Task Force Two established by John Kasich (Republican), which produced a 2013 report, *Great Lakes Water Quality Agreement in 2012 Annex Four Nutrients*, calling for a 40% reduction in phosphorus by 2025, as well as the *Lake Erie Collaborative Agreement*, signed by Ohio, Michigan, and Ontario for half the needed 40% reduction in phosphorus by 2020 (which was not met), as well as the *Ohio Nutrient Mass Balance Report* in 2016 and 2020; and

WHEREAS, more than \$2 billion has been spent on programs primarily for farmers to incorporate Best Management Practices designed to reduce phosphorus and the resulting harmful algal blooms, programs that have not, however, shown reduced phosphorus discharges to Lake Erie as of the end of 2020; and

WHEREAS, in 2014, more than 500,000 people who received drinking water from the City of Toledo water plant were ordered not to drink the water because the harmful algae produced toxic microcystin in the treated water, and since then there have been reports of dog deaths and of people getting ill from contact with the harmful algae; and

WHEREAS, Lake Erie watershed cities have invested billions of dollars for infrastructure to prevent sewage overflows into Lake Erie, have reduced

phosphorus discharge, and are now investing millions more to monitor, treat, and pay capital costs to eliminate microcystyn from drinking water; and

WHEREAS, the only nutrient reduction that has aided a U.S. watershed was via the Chesapeake Bay Executive Order signed on May 22, 2009 by President Obama, May 22, 2009 which has resulted in a return of oysters and crabs and;

WHEREAS, the federal government has significant investments in many public lands in the Lake Erie watershed including the Ottawa Wildlife Refuge and Point Mouillee, West Sister Island, whose ecosystems are at risk from harmful algal toxins;

WHEREAS, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately send certified copies of the Resolution to the President of the United States and appropriate Ohio legislators and in hopes of reducing harmful algae blooms in Lake Erie resulting in economic adversities; and

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

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

Section 1. This City Commission requests the President of the United States of American, Joe Biden, to sign an Executor Order, for the federal government to lead and coordinate with states and local governments an accountable phosphorus reduction plan to help reduce costs to local government as well as economic harm to fishing, boating, swimming, property, and tourism caused by the toxin-producing harmful algae, substantially in the same form as attached to this Ordinance, marked Exhibit "A", and specifically incorporated as if fully rewritten herein.

Section 2. The Clerk of this City Commission is hereby directed to provide a certified copy of this Resolution to the President of the United States of America, Joe Biden, United States Senators Sherrod Brown and Rob Portman, and United States Representative Marcy Kaptur.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: March 22, 2021

THE WHITE HOUSE or Congress
Office of the Press Secretary

For Immediate Release May 2020

EXECUTIVE/CONGRESSIONAL ORDER

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LAKE ERIE WATERSHED PROTECTION AND
RESTORATION

By the authority vested in me as President and/or Congress by the Constitution and the laws of the United States of America and in furtherance of the purposes of the Clean Water Act of 1972, as amended (33 U.S.C. 1251 *et seq.*), and other laws, and to protect and restore the health, heritage, natural resources, and social and economic value of the Great Lake Erie and the natural sustainability of its watershed, it is hereby ordered as follows:

PART 1 - PREAMBLE

Lake Erie is the 11th largest lake in the world by surface area providing drinking water to 11 million people. Lake Erie supports over \$11 billion to the region's economy and over 100,000 jobs. Because Lake Erie is the shallowest and warmest of the Great Lakes, it also produces the Great Lakes most abundant fishery, has one of the Great Lakes best bird watching areas and is one of the most biologically productive shorelines in the world.

The Federal Government has nationally significant assets in the Lake Erie watershed in the form of public lands, facilities, military installations, parks, forests, wildlife refuges, and monuments.

Despite significant efforts by Federal, State, and local governments and other interested parties, water pollution in the Lake Erie watershed, the excess nutrients producing Harmful Algae Blooms has resulted in a period of closing the Toledo public drinking water supply to over 500,000 customers and businesses. Lake Erie fails to meet the water quality goals of the Clean Water Act and has been declared impaired At the current level and scope of pollution control within the Lake Erie watershed, restoration of Lake Erie is not expected for many years. The pollutants that are largely responsible for pollution of Lake Erie are nutrients, in the form of nitrogen and phosphorus, and sediment. These pollutants come from many sources, including sewage treatment plants, city streets, development sites, commercial fertilizer and manure applied in agricultural operations, and deposition from the air onto the waters of Lake Erie and the lands of the watershed.

Restoration of the health of the Lake Erie will require a renewed commitment to controlling pollution from all sources as well as protecting and restoring habitat and living resources, conserving lands, and improving management of natural resources, all of which contribute to improved water quality and ecosystem health. The Federal Government should lead this effort. Executive departments and agencies (agencies), working in collaboration, can use their expertise and resources to

contribute significantly to improving the health of the Lake Erie. Progress in restoring Lake Erie also will depend on the support of State and local governments, the enterprise of the private sector, and the stewardship provided to Lake Erie by all the businesses and people who are dependent on Lake Erie for drinking water and economic interests.

PART 2 - SHARED FEDERAL LEADERSHIP, PLANNING, AND ACCOUNTABILITY

Sec. 201. Federal Leadership Committee. In order to begin a new era of shared Federal leadership with respect to the protection and restoration of Lake Erie, a Federal Leadership Committee (Committee) for Lake Erie is established to oversee the development and coordination of programs and activities, including data management and reporting, of agencies participating in protection and restoration of Lake Erie. The Committee shall manage the development of strategies and program plans for the watershed and ecosystem of Lake Erie and oversee their implementation. The Committee shall be chaired by the Administrator of the Environmental Protection Agency (EPA), or the Administrator's designee, and include senior representatives of the Departments of Agriculture (USDA), the National Oceanic and Atmospheric Administration (NOAA), Commerce (DOC), Defense (DOD), Homeland Security (DHS), the Interior (DOI), Transportation (DOT), and such other agencies as determined by the Committee. Representatives serving on the Committee shall be officers of the United States.

Sec. 202. Reports on Key Challenges to Protecting and Restoring Lake Erie. Within 120 days from the date of this order, the agencies identified in this section as the lead agencies shall prepare and submit draft reports to the Committee making recommendations for accomplishing the following steps to protect and restore Lake Erie:

(a) define the next generation of tools and actions to restore water quality in Lake Erie and describe the changes to be made to regulations, programs, and policies to implement these actions;

(b) target resources to better protect Lake Erie and its tributary waters, including resources under the Food Security Act of 1985 as amended, the Clean Water Act, the Safe Drinking Water Act, and other laws;

(c) strengthen storm water management practices at Federal facilities and on Federal lands within the Lake Erie watershed and develop storm water best practices guidance;

(d) assess the impacts of a changing climate on the Lake Erie and develop a strategy for adapting natural resource programs and public infrastructure to the impacts of a changing climate on water quality and living resources of the Lake Erie watershed;

(e) expand public access to waters and open spaces of the Lake Erie and its tributaries from Federal lands and conserve landscapes and ecosystems of the Lake Erie watershed;

(f) strengthen scientific support for decision making to restore Lake Erie and its watershed, including expanded environmental research, monitoring and observing systems, nutrient source identification; and

(g) develop focused and coordinated habitat and research activities that protect and restore living resources and water

quality of Lake Erie and its watershed.

The EPA shall be the lead agency for subsection (a) of this section and the development of the storm water best practices guide under subsection (c). The USDA shall be the lead agency for subsection (b). The DOD shall lead on storm water management practices at Federal facilities and on Federal lands under subsection (c). The DOI, NOAA and the DOC shall share the lead on subsections (d), (f), and (g), and the DOI shall be lead on subsection (e). The lead agencies shall provide final reports to the Committee within 180 days of the date of this order.

Sec. 203. Strategy for Protecting and Restoring Lake Erie. The Committee shall prepare and publish a strategy for coordinated implementation of existing programs and projects to guide efforts to protect and restore Lake Erie. The strategy shall, to the extent permitted by law:

(a) define environmental goals for Lake Erie and describe milestones for making progress toward attainment of these goals;

(b) identify key measureable indicators of environmental condition and changes that are critical to effective Federal leadership;

(c) describe the specific programs and strategies to be implemented, including the programs and strategies described in draft reports developed under section 202 of this order;

(d) identify the mechanisms that will assure that governmental and other activities, including data collection and distribution, are coordinated and effective, relying on existing mechanisms where appropriate; and

(e) describe a process for the implementation of adaptive management principles, including a periodic evaluation of protection and restoration activities.

The Committee shall review the draft reports submitted by lead agencies under section 202 of this order and, in consultation with relevant State agencies, suggest appropriate revisions to the agency that provided the draft report. It shall then integrate these reports into a coordinated strategy for restoration and protection of Lake Erie consistent with the requirements of this order. Together with the final reports prepared by the lead agencies, the draft strategy shall be published for public review and comment within 180 days of the date of this order and a final strategy shall be published within 1 year. To the extent practicable and authorized under their existing authorities, agencies may begin implementing core elements of restoration and protection programs and strategies, in consultation with the Committee, as soon as possible and prior to release of a final strategy.

Sec. 204. Collaboration with State Partners. In preparing the reports under section 202 and the strategy under section 203, the lead agencies and the Committee shall consult extensively with the States of Ohio, Michigan, Indiana, Pennsylvania, and New York and seek coordination with the province of Ontario. The goal of this consultation is to ensure that Federal actions to protect and restore Lake Erie are closely coordinated with actions by State and local agencies in the watershed and that the resources, authorities, and expertise of Federal, State, and local agencies are used as efficiently as possible for the benefit of Lake Erie's water quality and ecosystem and habitat health and viability.

Sec. 205. Annual Action Plan and Progress Report.

Beginning in 2022, the Committee shall publish an annual Lake Erie Action Plan (Action Plan) describing how Federal funding proposed in the President's Budget will be used to protect and restore Lake Erie during the upcoming fiscal year. This plan will be accompanied by an Annual Progress Report reviewing indicators of environmental conditions in Lake Erie, assessing implementation of the Action Plan during the preceding fiscal year, and recommending steps to improve progress in restoring and protecting Lake Erie. The Committee shall consult with stakeholders (including relevant State agencies) and members of the public in developing the Action Plan and Annual Progress Report.

Sec. 206. Strengthen Accountability.

The Committee, in collaboration with State agencies, shall ensure that an independent evaluator periodically reports to the Committee on progress toward meeting the goals of this order. The Committee shall ensure that all program evaluation reports, including data on practice or system implementation and maintenance funded through agency programs, as appropriate, are made available to the public by posting on a website maintained by the Chair of the Committee.

PART 3 - RESTORE LAKE ERIE WATER QUALITY

Sec. 301. Water Pollution Control Strategies. In preparing the report required by subsection 202(a) of this order, the Administrator of the EPA (Administrator) shall, after consulting with appropriate State agencies, examine how to make full use of its authorities under the Clean Water Act and Safe Drinking Water Act to protect and restore Lake Erie and its tributary waters and, as appropriate, shall consider revising any guidance and regulations. The Administrator shall identify pollution control strategies and actions authorized by the EPA's existing authorities to restore Lake Erie that:

(a) establish a clear path to meeting, as expeditiously as practicable, water quality and environmental restoration goals for Lake Erie;

(b) are based on sound science and reflect adaptive management principles;

(c) are performance oriented and publicly accountable;

(d) apply innovative and cost-effective pollution control measures;

(e) can be replicated in efforts to protect the other Great Lakes and other bodies of water, where appropriate; and

(f) build on the strengths and expertise of Federal, State, and local governments, the private sector, and citizen organizations.

Sec. 302. Elements of EPA Reports. The strategies and actions identified by the Administrator of the EPA in preparing the report under subsection 202(a) shall include, to the extent permitted by law:

(a) using Clean Water Act tools, including strengthening existing permit programs and extending coverage where appropriate;

(b) establishing new, minimum standards of performance

where appropriate, including:

- (i) establishing a schedule for the implementation of key actions in cooperation with States, local governments, and others;
- (ii) constructing watershed-based frameworks that assign pollution reduction responsibilities to pollution sources and maximize the reliability and cost-effectiveness of pollution reduction programs; and
- (iii) implementing a compliance and enforcement strategy.

PART 4 - AGRICULTURAL PRACTICES TO PROTECT LAKE ERIE

Sec. 401. In developing recommendations for focusing resources to protect Lake Erie in the report required by subsection 202(b) of this order, the Secretary of Agriculture shall, as appropriate, concentrate the USDA's working lands and land retirement programs within priority watersheds in counties in the Lake Erie watershed. These programs should apply priority conservation practices that most efficiently reduce nutrient and sediment loads to Lake Erie, as identified by USDA and EPA data and scientific analysis. The Secretary of Agriculture shall work with State agriculture and conservation agencies in developing the report.

PART 5 - REDUCE WATER POLLUTION FROM FEDERAL LANDS AND FACILITIES

Sec. 501. Agencies with land, facilities, or installation management responsibilities affecting ten or more acres within the watershed of Lake Erie shall, as expeditiously as practicable and to the extent permitted by law, implement land management practices to protect Lake Erie and its tributary waters consistent with the report required by section 202 of this order and as described in guidance published by the EPA under section 502.

Sec. 502. The Administrator of the EPA shall, within 1 year of the date of this order and after consulting with the Committee and providing for public review and comment, publish guidance for Federal land management in Lake Erie watershed describing proven, cost-effective tools and practices that reduce water pollution, including practices that are available for use by Federal agencies.

PART 6 - PROTECT LAKE ERIE AS THE CLIMATE CHANGES

Sec. 601. The Secretaries of Commerce and the Interior shall, to the extent permitted by law, organize and conduct research and scientific assessments to support development of the strategy to adapt to climate change impacts on the Lake Erie as required in section 202 of this order and to evaluate the impacts of climate change on Lake Erie in future years. Such research should include assessment of:

- (a) the impacts of increasing temperature and changing waters in Lake Erie;
- (b) the impacts of changing rainfall levels and changes in rainfall intensity on water quality and aquatic life;
- (c) potential impacts of climate change on fish, wildlife, and their habitats in Lake Erie and its watershed; and

(d) potential impacts of more severe storms on Lake Erie resources; and

(e) Potential impacts from changing wind directions, patterns and durations.

PART 7 - EXPAND PUBLIC ACCESS TO LAKE ERIE AND CONSERVE LANDSCAPES AND ECOSYSTEMS

Sec. 701. (a) Agencies participating in the Committee shall assist the Secretary of the Interior in development of the report addressing expanded public access to the U.S. waters of Lake Erie and conservation of landscapes and ecosystems required in subsection 202(e) of this order by providing to the Secretary:

- (i) a list and description of existing sites on U.S. agency lands and facilities where public access to Lake Erie or its tributary waters is offered;
- (ii) a description of options for expanding public access at these agency sites;
- (iii) a description of agency sites where new opportunities for public access might be provided;
- (iv) a description of safety and national security issues related to expanded public access to Department of Defense installations;
- (v) a description of landscapes and ecosystems in the Lake Erie watershed that merit recognition for their historical, cultural, ecological, or scientific values; and
- (vi) options for conserving these landscapes and ecosystems.

(b) In developing the report addressing expanded public access on agency lands to the waters of Lake Erie and options for conserving landscapes and ecosystems in Lake Erie, as required in subsection 202(e) of this order, the Secretary of the Interior shall coordinate any recommendations with State and local agencies in the watershed and programs.

PART 8 - MONITORING AND DECISION SUPPORT FOR ECOSYSTEM MANAGEMENT

Sec. 801. The Secretaries of Commerce and the Interior shall, to the extent permitted by law, organize and conduct their monitoring, research, and scientific assessments to support decisionmaking for Lake Erie and to develop the report addressing strengthening environmental monitoring of Lake Erie and its watershed required in section 202 of this order. This report will assess existing monitoring programs and gaps in data collection, and shall also include the following topics:

- (a) the health of fish and wildlife in the Lake Erie watershed;
- (b) factors affecting changes in water quality and habitat conditions; and
- (c) using adaptive management to plan, monitor, evaluate, and adjust environmental management actions.

PART 9 - LIVING RESOURCES PROTECTION AND RESTORATION

Sec. 901. The Secretaries of Commerce and the Interior shall, to the extent permitted by law, identify and prioritize critical living resources of Lake Erie and its watershed, conduct collaborative research and habitat protection activities that address expected outcomes for these species, and develop a report addressing these topics as required in section 202 of this order. The Secretaries of Commerce and the Interior shall coordinate agency activities related to living resources in Great Lake's waters to ensure maximum benefit to the Lake Erie resources.

PART 10 - EXCEPTIONS

Sec. 1001. The heads of agencies may authorize exceptions to this order, in the following circumstances:

- (a) during time of war or national emergency;
- (b) when necessary for reasons of national security;
- (c) during emergencies posing an unacceptable threat to human health or safety or to the marine environment and admitting of no other feasible solution; or
- (d) in any case that constitutes a danger to human life or a real threat to vessels, aircraft, platforms, or other man-made structures at sea, such as cases of *force majeure* caused by stress of weather or other act of God.

PART 11 - GENERAL PROVISIONS

Sec. 1101. (a) Nothing in this order shall be construed to impair or otherwise affect:

- (i) authority granted by law to a department, agency, or the head thereof; or
- (ii) functions of the Director of the Office of Management and Budget relating to budgetary, administrative, or legislative proposals.

(b) This order shall be implemented consistent with applicable law and subject to the availability of appropriations.

(c) This order is not intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity, by any party against the United States, its departments, agencies, or entities, its officers, employees, or agents, or any other person.

THE WHITE HOUSE,
August 2020

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DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Jane E. Cullen, P.E.

Date: March 10, 2021

Subject: Commission Agenda Item – Permission to Award the Camp Street Resurfacing and Reconstruction Project

ITEM FOR CONSIDERATION: Ordinance awarding a contract to Erie Blacktop, Inc., Sandusky, Ohio for the Camp Street Resurfacing and Reconstruction Project.

BACKGROUND INFORMATION: The Camp Street project is located between Monroe Street and Washington Street and consists of milling and resurfacing with a new three inch overlay of asphalt the entire width of pavement. There will be sidewalk replacement and where needed replacement of curb ramps to meet ADA specifications. There is a five foot wide section of pavement in the center of Camp Street that is comprised of a layer of brick, macadam and deteriorated concrete material that has caused pavement settling that will be replaced with a full depth pavement repair.

The following three bids were received on Thursday, March 4, 2021.

Contractor	A.J. Riley, Inc. Norwalk, OH	Ed Burdue & Co., LLC Sandusky, OH	Erie Blacktop, Inc. Sandusky, OH
Bid Bond	100%	100%	100%
Base Bid	\$373,762.63	\$325,726.29	\$310,490.25
Alternate 1 (4" sidewalk)	\$107,904.50	\$57,876.05	\$56,404.63
Alternate 2 (6" sidewalk)	\$9,263.76	\$6,526.74	\$5,642.47
Alternate 3 (Drive approaches/drop curb)	\$53,481.75	\$39,640.56	\$39,901.83

The City of Sandusky's Local Preference Policy was not used to evaluate the bids due to federal funding used in the project. The engineer's estimate for the base bid was \$416,536.00, Erie Blacktop, Inc. has been determined to be the lowest and best bidder. Furthermore, after review of budgets we wish to award Alternates 1 and 2 which would allow the sidewalks to be replaced on Camp Street within the project limits. The contractual schedule for completion of construction is July 30, 2021.

BUDGETARY INFORMATION: The estimated cost of the project including engineering, inspection, advertising, construction and miscellaneous costs, is \$372,537.35. OPWC will provide funding up to 58% of the project cost which is 216,071.66. This will be split between to be paid with \$41,071.66 OPWC (0% loan), \$175,000 OPWC(grant), The City's 42% share in the projects costs is \$156,465.69 and will be funded with \$86,188.00 CDBG and \$70,277.69 Issue 8 (Street).

ACTION REQUESTED: It is recommended that the proper legislation be prepared to award a contract to Erie Blacktop, Inc. of Sandusky, Ohio for the Camp Street Resurfacing and Reconstruction Project under suspension of the rules and in accordance with Section 14 of the City Charter to allow the contractor to complete the project prior to the contract completion deadline of July 30th, 2021.

I concur with this recommendation:

Eric Wobser
City Manager

Aaron Klein, P.E.
Director of Public Works

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

CERTIFICATE OF FUNDS

In the Matter of: Camp Street Reconstruction

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

Account # 241-4447-55990, 431-6200-55990

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 3/17/2021

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH ERIE BLACKTOP, INC., OF SANDUSKY, OHIO, FOR THE CAMP STREET RESURFACING AND RECONSTRUCTION PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City Commission authorized the submission of an application and to enter into a Project Agreement with the Ohio Public Works Commission (OPWC) to participate in the Ohio Public Works Commission's State Capital Improvement and/or Local Transportation Improvement Programs authorized by Chapter 164 (Aid to Local Government Improvements) of the Ohio Revised Code for the Camp Street Resurfacing and Reconstruction Project by Resolution No. 031-19R, passed on August 12, 2019; and

WHEREAS, the Camp Street Resurfacing and Reconstruction Project involves the resurfacing and reconstruction of Camp Street between Monroe Street and Washington Street including the milling and resurfacing of pavement with three (3) inches of asphalt along with the replacement of small sections of sidewalks, drive approaches, and curbing where necessary and replacement of curb ramps to meet ADA specifications and also includes a full depth pavement repair of a brick section in the center of Camp Street near Madison Street and Adam Street that is causing a ripple effect in sections of pavement; and

WHEREAS, this City Commission declared the necessity for the City to proceed with the proposed Camp Street Reconstruction and Resurfacing Project by Resolution No. 003-21R, passed on February 8, 2021; and

WHEREAS, upon public competitive bidding as required by law three (3) appropriate bids were received and the bid from Erie Blacktop, Inc., of Sandusky, Ohio, was determined to be the lowest and best bid; and

WHEREAS, the total estimated cost for this project based on bids, including engineering, inspection, construction, and miscellaneous costs, is \$372,537.35 of which \$41,071.66 will be paid with a 0% OPWC loan, \$175,000.00 with OPWC grant funds, \$86,188.00 with Community Development Block Grant (CDBG) Funds, and \$70,277.69 with Issue 8 Street Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to allow the contractor to complete the project by the construction completion deadline of July, 30, 2021; and

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

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

Section 1. The City Manager is authorized and directed to enter into a contract with Erie Blacktop, Inc., of Sandusky, Ohio, for the Camp Street Resurfacing and Reconstruction Project in an amount **not to exceed** Three Hundred Ten Thousand Four Hundred Ninety and 25/100 Dollars (\$310,490.25) consistent with the bid submitted by Erie Blacktop, Inc., of Sandusky, Ohio, currently on file in the office of the Director of Public Works.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: March 22, 2021



DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Joshua R. Snyder, P.E.

Date: March 18, 2021

Subject: **Commission Agenda Item – Permission to Bid the 2021 Local Street Resurfacing Project**

ITEM FOR CONSIDERATION: Requesting legislation authorizing the City to accept bids for the 2021 Local Street Resurfacing Project

BACKGROUND INFORMATION: The city has had a goal to improve street conditions and had a plan in place to do just that. Had the financial struggles resulting from COVID not occurred, funding for paving was on track to increase dramatically between 2020 and 2024. Unfortunately, in 2020 The City made the tough to decision not to award a \$1.1M resurfacing project last spring and had budgeted another \$1M+ for resurfacing this year. This project will allow us to meet, and even exceed, paving expectations while getting us back on track to what we had planned pre-COVID.

As the largest local street resurfacing project in the history of the City, this project addresses as many of the worst asphalt street sections in the City based on a variety of factors such as street survey data compiled in 2015, segments that are not eligible for other outside funding, age of existing asphalt surface, local roads, traffic volumes, recent neighborhood and park improvements, completed or planned capital improvements, existing planning documents, etc. Staff is finalizing selection of approximately 150 street segments totaling over 12.5 centerline miles of asphalt-only roads.

Because of the poor condition of these segments, varying degrees of pavement work is necessary. In general, a thin asphalt overlay is to be utilized in the replacement of the surface of these segments. In particular, segments needing more than just surface work will receive additional “milling” and possibly excavation to address structural problem areas in the pavement. Some of these streets have not seen new pavement in over 20 years, with some reportedly in the range of 30-40 years. The complete list of roadway segments is attached herein (exhibit “A”), or will be finalized as soon as possible.

As the City’s financial outlook for 2021 and 2022 becomes clearer, City staff will be developing a plan for the remaining stimulus funding that will be presented to City Commission for final discussion. However, staff feels it is extremely important to get this project bid as quickly as possible because it is believed that many communities will also be putting stimulus money towards their roadways. As contractors’ schedules fill up, the result is an increase in unit prices and overtime pay for construction labor. Bidding the project now allows us to get ahead of those other communities and procure lower pricing.

BUDGETARY INFORMATION: As staff had been developing the capital plan, there has been much discussion on the amount of available capital funding that could be made available for streets as the top priority. Staff still recommends allocating those dollars for this project. The estimated cost of the project including engineering, inspection, advertising, construction and miscellaneous costs, is \$2,985,000 paid with the following sources

1) Stimulus funds	\$2,000,000
2) state gas tax money	\$ 361,286
3) Issue 8 Funds	\$ 138,714
4) Water Funds	\$ 205,000
5) Sewer Funds	\$ 280,000

ACTION REQUESTED: It is recommended that the proper legislation be approved accepting bids for the 2021 Local Street Resurfacing Project under suspension of the rules and in accordance with Section 14 of the City Charter in order to bid the project early in the 2021 calendar year. Bidding the project early in the year will ensure aggressive bidding providing a savings to the City and allowing enough time for all work to be complete in the 2021 calendar year.

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: 2021 Local Street Resurfacing

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 # Stimulus, 216-6110-53000, 431-6200-55990 612-5256-55990, 613-5446-55990

By: _____

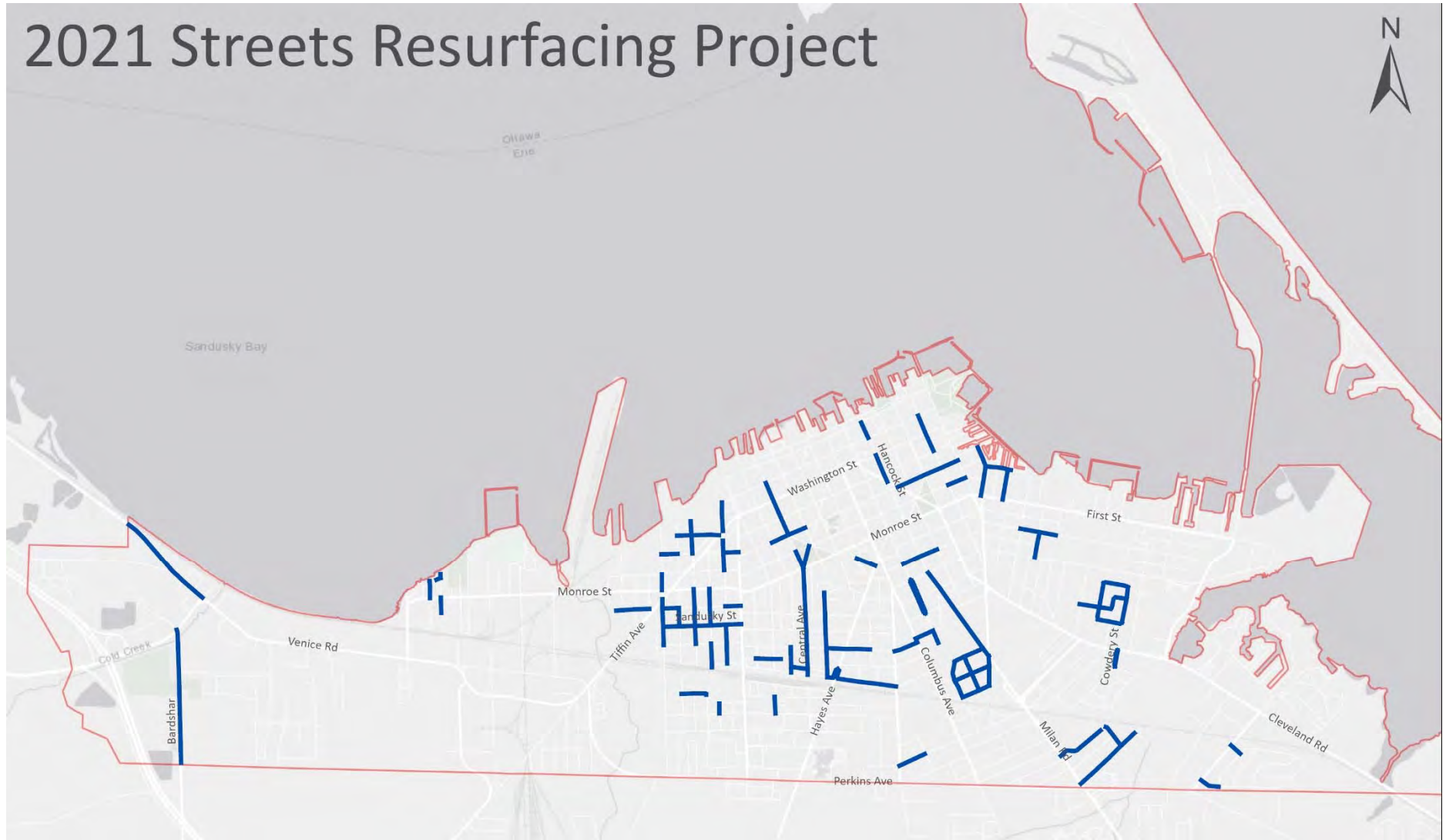


Michelle Reeder

Finance Director

Dated: 3/17/2021

2021 Streets Resurfacing Project



PLANNED STREETS, IN ALPHABETICAL ORDER:

STREET	FROM	TO
BARDSHAR RD	VENICE HEIGHTS BLVD	PROVIDENCE DR
BARDSHAR RD	S. CITY LIMITS	VENICE HEIGHTS BLVD
BARKER ST	EOP	KING ST
BARKER ST	BROADWAY ST	JAY ST
BARKER ST	KING ST	BROADWAY ST
BARKER ST	PEARL ST	CAMP ST
BARKER ST	MILLS ST	PUTNAM ST
BARRETT RD	W. Limits	MC CARTNEY RD
BENNETT AVE	PLEASANTVIEW PL	EOP
BENNETT AVE	EOP	W MONROE ST
C ST	MILAN RD	FIFTEENTH ST
C ST	FIFTEENTH ST	FOURTEENTH ST
C ST	THIRTEENTH ST	TWELFTH ST
C ST	FOURTEENTH ST	THIRTEENTH ST
CEMENT AVE	W MONROE ST	PLEASANTVIEW PL
CEMENT AVE	PLEASANTVIEW PL	EOP
CENTER ST	WEST ST	HAYES AVE
CENTRAL AVE	W MONROE ST	POPLAR ST
CENTRAL AVE	TYLER ST	W MONROE ST
CENTRAL AVE	N DEPOT ST	CENTRAL ST

CENTRAL AVE	W OSBORNE ST	POLK ST
CENTRAL AVE	CENTRAL ST	W OSBORNE ST
CENTRAL AVE	POLK ST	TYLER ST
CENTRAL ST	MC DONOUGH ST	CENTRAL AVE
CHALET DR	MILAN RD	EOP
CLINTON ST	BARKER ST	W MONROE ST
CLINTON ST	TAYLOR ST	SENECA ST
CLINTON ST	EOP	TAYLOR ST
CLINTON ST	SANDUSKY ST	BARKER ST
CLINTON ST	PIERCE ST	FRANTZ ST
COVE PARK BLVD	COVE ST	ANDERSON ST
COVE PARK BLVD	ANDERSON ST	HASTINGS DR
COVE PARK BLVD	HASTINGS DR	LOCKWOOD AVE
COVE PARK BLVD	LOCKWOOD AVE	PARKER DR
COVE ST	COVE PARK BLVD	SYCAMORE ST
COVE ST	SYCAMORE ST	CURRAN ST
E ARTHUR ST	WAYNE ST	HANCOCK ST
E ARTHUR ST	HANCOCK ST	SYCAMORE LINE
E BOALT ST	WAYNE ST	HANCOCK ST
E BOALT ST	HANCOCK ST	MILAN RD
E COWDERY ST	KNUPKE ST	CLEVELAND RD
E COWDERY ST	KNUPKE ST	CLEVELAND RD
E JEFFERSON ST	WARREN ST	PERRY ST

E JEFFERSON ST	PERRY ST	MEIGS ST
E JEFFERSON ST	HURON AVE	FRANKLIN ST
E JEFFERSON ST	FRANKLIN ST	WARREN ST
E LARCHMONT DR	OAKMONT LN	N LARCHMONT DR
E LARCHMONT DR	S LARCHMONT DR	OAKMONT LN
E MADISON ST	PERRY ST	MEIGS ST
E OSBORNE ST	COLUMBUS AVE	WAYNE ST
FALLEN TIMBER DR	REMINGTON AVE	S OLDGATE RD
FILMORE ST	PUTNAM ST	HARRISON ST
FILMORE ST	HARRISON ST	CLAY ST
HANCOCK ST	LANE ST	E BOALT ST
HANCOCK ST	E ARTHUR ST	LANE ST
HANCOCK ST	E MARKET ST	E WATER ST
HANCOCK ST	E ADAMS ST	E WASHINGTON ST
HANCOCK ST	HURON AVE	E ADAMS ST
HARRISON ST	W JEFFERSON ST	W ADAMS ST
HARRISON ST	W ADAMS ST	EOP
HARRISON ST	BARKER ST	W MONROE ST
HARRISON ST	SENECA ST	SANDUSKY ST
HARRISON ST	SANDUSKY ST	BARKER ST
HUNTINGTON PL	W OSBORNE ST	COLUMBUS AVE
LANE ST	HANCOCK ST	SYCAMORE LINE
LANE ST	WAYNE ST	HANCOCK ST

LAUREL LN	REMINGTON	S OLDGATE
LAWRENCE ST	W ADAMS ST	W WASHINGTON ST
LAWRENCE ST	W MONROE ST	W MADISON ST
LAWRENCE ST	W JEFFERSON ST	W ADAMS ST
LAWRENCE ST	W WASHINGTON ST	W MARKET ST
LOCKWOOD AVE	FIRST ST	COVE PARK BLVD
MC DONOUGH ST	N DEPOT ST	CENTRAL ST
MC DONOUGH ST	CENTRAL ST	W OSBORNE ST
MILAN RD	SYCAMORE LINE	E BOALT ST
MILAN RD	E BOALT ST	MC KELVEY ST
MILAN RD	BALTIMORE ST	SCOTT ST
MILAN RD	MC KELVEY ST	BALTIMORE ST
MILLS ST	SANDUSKY ST	BARKER ST
MILLS ST	SENECA ST	SANDUSKY ST
MILLS ST	W MONROE ST	W MADISON ST
MILLS ST	BARKER ST	TIFFIN AVE
N DEPOT ST	HAYES AVE	THOMAS ST
N DEPOT ST	SHERMAN ST	W BOALT ST
N DEPOT ST	THOMAS ST	SHERMAN ST
N DEPOT ST	PROSPECT ST	HAYES AVE
N LARCHMONT DR	W LARCHMONT DR	E LARCHMONT DR
NEIL ST	HANCOCK ST	FRANKLIN ST
NEIL ST	WAYNE ST	HANCOCK ST

OAKMONT LN	MC KINLEY ST	W LARCHMONT DR
OAKMONT LN	W LARCHMONT DR	E LARCHMONT DR
ONTARIO ST	FOURTH ST	THIRD ST
ONTARIO ST	FIFTH ST	FOURTH ST
PEARL ST	TAYLOR ST	SENECA ST
PEARL ST	SENECA ST	SANDUSKY ST
PEARL ST	W JEFFERSON ST	MELVILLE ST
PEARL ST	W MADISON ST	W JEFFERSON ST
PEARL ST	TIFFIN AVE	LINCOLN ST
PEARL ST	LINCOLN ST	W MARKET ST
PERRY ST	E ADAMS ST	E WASHINGTON ST
PERRY ST	E WASHINGTON ST	E MARKET ST
PLEASANTVIEW PL	EOP	BENNETT AVE
PROSPECT ST	N DEPOT ST	CENTRAL ST
PROSPECT ST	W OSBORNE ST	POLK ST
PROSPECT ST	TYLER ST	JOHN ST/WOLF 5
PROSPECT ST	CENTRAL ST	W OSBORNE ST
PROSPECT ST	POLK ST	TYLER ST
PUTNAM ST	SANDUSKY ST	BARKER ST
RANSOM ST	CARR ST	SHELBY ST
RANSOM ST	SHELBY ST	EOP
S LARCHMONT DR	W LARCHMONT DR	ROOSEVELT ST
S LARCHMONT DR	ROOSEVELT ST	E LARCHMONT DR

SANDUSKY ST	PUTNAM ST	HARRISON ST
SANDUSKY ST	HARRISON ST	CLINTON ST
SANDUSKY ST	MILLS ST	PUTNAM ST
SANDUSKY ST	CLINTON ST	PEARL ST
SANDUSKY ST	PEARL ST	CAMP ST
SHELBY ST	PIERCE ST	FILMORE ST
SYCAMORE LINE	GARFIELD AVE	COVE PARK BLVD
SYCAMORE LINE	E ARTHUR ST	LANE ST
SYCAMORE LINE	FIRST ST	GARFIELD AVE
SYCAMORE LINE	LANE ST	MILAN RD
THIRD ST	ONTARIO ST	LANE ST
THIRD ST	OGONTZ ST	ONTARIO ST
THIRTEENTH ST	C ST	ALPINE DR
THIRTEENTH ST	ALPINE DR	CHALET DR
VENICE RD	CHURCH ST	FREMONT AVE
VENICE RD	NIAGARA ST	CHURCH ST
VENICE RD	MC CARTNEY RD	OAK LN
VENICE RD	OAK LN	NIAGARA ST
W ADAMS ST	HARRISON ST	MILNE ST
W ADAMS ST	PUTNAM ST	HARRISON ST
W ADAMS ST	MILNE ST	TIFFIN AVE
W JEFFERSON ST	MILLS ST	PUTNAM ST
W JEFFERSON ST	PEARL ST	CAMP ST

W JEFFERSON ST	LAWRENCE ST	FULTON ST
W JEFFERSON ST	MC DONOUGH ST	LAWRENCE ST
W LARCHMONT DR	OAKMONT LN	N LARCHMONT DR
W LARCHMONT DR	S LARCHMONT DR	OAKMONT LN
W OSBORNE ST	HAYES AVE	BROWN ST
W OSBORNE ST	PROSPECT ST	HAYES AVE
W OSBORNE ST	BROWN ST	LINDSLEY ST
W PARISH ST	GRANT ST/CAMPBELL	CALDWELL ST
WAYNE ST	E ARTHUR ST	LANE ST
WAYNE ST	CABLE ST	FINCH ST
WAYNE ST	CABLE ST	FINCH ST
WAYNE ST	FINCH ST	SCOTT ST
WAYNE ST	FINCH ST	SCOTT ST
WAYNE ST	LANE ST	E BOALT ST
WAYNE ST	EOP	E OSBORNE ST
	150	12.8
	SEGMENTS	MILES

RESOLUTION NO. _____

A RESOLUTION DECLARING THE NECESSITY FOR THE CITY TO PROCEED WITH THE PROPOSED 2021 LOCAL STREET RESURFACING PROJECT; APPROVING THE SPECIFICATIONS AND ENGINEER'S ESTIMATE OF COST THEREOF; AND DIRECTING THE CITY MANAGER TO ADVERTISE FOR AND RECEIVE BIDS IN RELATION THERETO; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the proposed 2021 Local Street Resurfacing Project involves the resurfacing with asphalt overlay of many of the worst asphalt street segments in the City, encompassing approximately 150 street segments totaling over 12.5 center-line miles of asphalt-only roads, and depending on the condition of the street, the work may include milling and possibly excavation to address structural problems in the pavement; and

WHEREAS, due the COVID-19 pandemic, the City did not award a contract for street resurfacing last year and those funds budgeted for last year are included with the funds budgeted for this years' project; and

WHEREAS, the total estimated cost for this project including engineering, inspection, advertising, construction, and miscellaneous costs is \$2,985,000.00 and will be paid with Stimulus Funds, State Gas Tax Funds, Issue 8 Funds, Water Funds and Sewer Funds; and

WHEREAS, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to bid the project early in the year to ensure aggressive bidding providing a savings to the City and to allow sufficient time for all the work to be completed in the 2021 calendar year; and

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

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

Section 1. The specifications and estimates of cost as prepared by the Director of Public Works and submitted to this City Commission, and which are now on file in the offices of the Director of Public Works and the Clerk of the City Commission, for the proposed 2021 Local Street Resurfacing Project, be and the same hereby are approved by this City Commission.

Section 2. This City Commission hereby declares it necessary to proceed with the proposed 2021 Local Street Resurfacing Project at the earliest possible time.

Section 3. The City Manager is authorized and directed to advertise for and to receive bids in relation to the proposed 2021 Local Street Resurfacing Project as required by law.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: March 22, 2021



DEPARTMENT OF COMMUNITY DEVELOPMENT

240 Columbus Ave
Sandusky, Ohio 44870
419.627.5707
www.ci.sandusky.oh.us

To: Eric L. Wobser, City Manager

From: Jonathan Holody, Community Development Director

Date: March 10, 2021

Subject: Commission Agenda Item – Agreement with Erie County Economic Development Corporation

Items for Consideration: Legislation approving an Agreement with the Erie County Economic Development Corporation (ECEDC) for the provision of certain economic development and marketing services for calendar year 2021.

Background Information: ECEDC is a regional economic development non-profit organization whose mission is to facilitate both the creation and retention of jobs within Erie County and is committed to increasing economic opportunities for individuals and businesses through comprehensive economic development programs.

The 2021 Service Agreement calls for ECEDC to continue to partner with the City to help potential new businesses locate sites and secure redevelopment resources for building acquisition, equipment and working capital and linking new and existing businesses to the local workforce. The agreement also recognized ECEDC's administration of the Erie County Port Authority and newly formed Minority Business Empowerment Team (MBET), which serves to champion minority business development through collective and intentional entrepreneur support.

Budgetary Information: The City will provide ECEDC with quarterly payments totaling \$30,000 in 2021 for services rendered and programs offered.

Action Requested: It is requested that the proper legislation be prepared to allow the City to enter into an Agreement with ECEDC for 2021. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter to expedite passage in order for ECEDC to be compensated for services provided thus far in 2021 and to permit the continuation of these services through the balance of the calendar year.

I concur with this recommendation:

Eric L. Wobser
City Manager

Jonathan Holody
Community Development Director

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

CERTIFICATE OF FUNDS

In the Matter of: Erie County Economic Development Corporation Agreement

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 # 110-4070-53000

By: _____



Michelle Reeder

Finance Director

Dated: 3/17/2021

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE ERIE COUNTY ECONOMIC DEVELOPMENT CORPORATION (ECEDC) FOR CERTAIN ECONOMIC DEVELOPMENT AND MARKETING SERVICES FOR CALENDAR YEAR 2021; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, ECEDC is a regional economic development non-profit organization whose mission is to facilitate both the creation and retention of jobs within Erie County and is committed to increasing economic opportunities for individuals and businesses through comprehensive economic development programs; and

WHEREAS, ECEDC has partnered with the City of Sandusky for many years on economic development initiatives within the City including helping potential new businesses locate sites and secure redevelopment resources for building acquisition, equipment and working capital and linking new and existing businesses to the local workforce and is recognized for their administration of the Erie County Port Authority and newly formed Minority Business Empowerment Team (MBET), which serves to champion minority business development through collective and intentional entrepreneur support; and

WHEREAS, ECEDC will be providing services more fully described in the Service Level Agreement, which is attached to this Ordinance and marked Exhibit "A" and specifically incorporated herein; and

WHEREAS, the City will expend \$30,000.00 to ECEDC from the General Fund in 2021 for services rendered and programs offered in calendar year 2021; 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 compensate ECEDC for services provided thus far and programs offered in 2021 and to permit the continuation of services through the balance of the calendar year; and

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

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

Section 1. This City Commission authorizes and directs the City Manager to enter into an Agreement with the Erie County Economic Development Corporation (ECEDC) for certain economic development and marketing services in calendar year 2021, substantially in the same form as Exhibit "1", a copy of which is attached to

this Ordinance and is specifically incorporated as if fully rewritten herein, together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Ordinance.

Section 2. This City Commission authorizes and approves the funding contribution to the Erie County Economic Development Corporation (ECEDC) for services rendered and to be rendered in CY 2021 and the City Manager and/or Finance Director are authorized and directed to make payments in an amount **not to exceed** Thirty Thousand and 00/100 Dollars (\$30,000.00) pursuant to and in accordance with the agreement.

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: March 22, 2021

AGREEMENT FOR SERVICES OF CONSULTANT

This Agreement made on and entered into on this _____ day of _____, 2021, between the City of Sandusky, Ohio, a Municipal Corporation of the State of Ohio, located in the County of Erie, herein referred to as "City," and Erie County Economic Development Corporation, 247 Columbus Avenue, Suite 126, Sandusky, Ohio 44870, herein referred to as "Consultant."

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

I. RECITALS

The City desires to contract with the Consultant to provide assistance with economic development initiatives consistent with the document that is attached and marked Exhibit "A" and is specifically incorporated as if fully rewritten herein.

II. SCOPE OF SERVICES / NON-ASSIGNMENT

The Consultant agrees to perform the services as described in Exhibit "A".

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

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

III. INDEPENDENT CONTRACTOR

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

IV. COMPENSATION

The City shall pay Consultant for the services specified in Exhibit "A" in the following manner: Thirty Thousand Dollars (\$30,000) for services rendered and to be rendered in CY 2021 to be paid quarterly with equal payments of Seven Thousand Five Hundred Dollars (\$7,500) to occur on or before March 31, 2021, June 30, 2021, September 30, 2021, and December 15, 2021.

V. TERM AND TERMINATION FOR CAUSE

This Agreement shall be in effect from the date of execution and shall end on December 31, 2021, unless sooner terminated by either party as provided herein.

Notwithstanding any other provision of this Agreement, either party may terminate this agreement for cause by giving written notice to the other party.

Notice of termination shall be by certified mail, return receipt requested, to Consultant at 247 Columbus Avenue, Suite 126, Sandusky, Ohio 44870 and to the City at 240 Columbus Avenue, Sandusky, Ohio, 44870, Attention: City Manager, with a copy to the Chief Development Officer.

The notice of termination is deemed to be effective upon receipt by the other party. Upon termination of this Agreement, Consultant shall have no further obligation to provide services to the City and the City shall have no further obligation to pay compensation beyond that for satisfactory services rendered in CY 2021 before the notice of termination is received together with the balance due for the services rendered by Consultant to the City in CY 2021. Consultant shall surrender to the City copies of all completed work, work in progress and any reports, records, contracts, financial records, and any other documents relating to the scope of services that may be in possession of Consultant at the time of termination.

VI. NOTICE

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

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

Erie County Economic Development
Corporation
247 Columbus Avenue, Suite 126
Sandusky, OH 44870

VII. GOVERNING LAW

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

VIII. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the execution of this project, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, or national origin.

IX. INDEMNIFICATION OF CITY

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

X. ENTIRE AGREEMENT / MODIFICATION

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

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

XI. BINDING EFFECT

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

SIGNATURE PAGE TO FOLLOW

WITNESSES:

CITY OF SANDUSKY:

Eric L. Wobser, City Manager

WITNESSES:

**CONSULTANT: ERIE COUNTY
ECONOMIC DEVELOPMENT CORPORATION**

(signature)

(printed name & title)

Approved as to Form:

Brendan L. Heil (#0091991)
Law Director
City of Sandusky

CERTIFICATE OF DIRECTOR OF FINANCE

The undersigned, fiscal officer of the City of Sandusky, hereby certifies that the funds required to meet the obligations of the City during the year 2021 under the Agreement have been lawfully appropriated by the Commission of the City for such purposes and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Date

Michelle Reeder
Director of Finance

Account Number

Sandusky Service Level Agreement – 2021

City of Sandusky & Erie County Economic Development Corporation (ECEDC)

ECEDC's Mission: To grow economic opportunities for individuals and businesses and facilitate the creation and retention of jobs through collaborative and comprehensive economic development programs.

In order to advance its mission, Erie County Economic Development Corporation will focus on the following areas that provide benefit to the City of Sandusky – administration, residents and business community:

ECEDC Focus Areas	Commitment to City of Sandusky
<u>Business attraction, retention, and expansion, including small business development and entrepreneur support</u>	<ul style="list-style-type: none">• Ensure Sandusky area businesses are able to maximize use of COVID-19 economic recovery resources through proactive communication efforts, like ECEDC's Business Briefing webinar and email series, and one-on-one support. Advocate for state and federal programs and policies that support our area needs.• Conduct regular, proactive business retention visits to identify early warning signs of threats or business development opportunities and ensure businesses receive the assistance necessary to stay and grow in Sandusky.<ul style="list-style-type: none">○ Market Sandusky's economic development programs, incentives, and support systems through this effort.○ Target large employers and businesses operated in traded sectors as first priority.• Link eligible new or existing businesses to regional, state and federal resources to facilitate business development and the construction or expansion of facilities and/or technologies. Provide City of Sandusky staff with notice of funding availability and changing policies that may impact the economic development arena within the City of Sandusky.• Inventory available development sites and buildings in order to market them to potential new businesses. Set up Sandusky's economic development staff as a contributor to ECEDC's system in order to jointly review and update property listings regularly.• Serve as Erie County's JobsOhio network partner to receive state attraction leads and vet and develop prospect proposal and responses.<ul style="list-style-type: none">○ Connect with Sandusky's economic development staff and incorporate input into Requests for Information (RFI) submitted to JobsOhio.



	<ul style="list-style-type: none"> <ul style="list-style-type: none"> ○ Meet regularly to share the results of state and local leads, regional trends in business attraction and needs for Erie County’s physical and technical infrastructure. ● Support entrepreneurs through the operation of the Regional Incubator for Sustainability and Entrepreneurship (RISE) program. RISE is a partnership with the Great Lakes Innovation and Development Enterprise (GLIDE), Bowling Green State University (BGSU) Firelands, and Norwalk Economic Development Corporation (NEDC) and provides business development assistance to both startups and existing businesses. <ul style="list-style-type: none"> ○ Deliver RISE services via one-on-one milestone mentoring to Sandusky area entrepreneurs, including viability analysis, business plan development, sales and marketing support, employee training and development, and access to capital. ○ As the current health emergency allows, activate downtown spaces with entrepreneurial activities and events such as networking and educational events targeting critical areas for entrepreneurs and small business owners. ● Serve as Executive Director of the Erie County Port Authority, offering bond financing and sales tax savings to large expansion and construction projects in the Sandusky area. ● Serve as steering committee member of the newly formed Minority Business Empowerment Team (MBET) and help to mobilize community goals and programming. MBET’s mission is to champion minority business development through collective and intentional entrepreneur support that improves the economic, social, and personal standing for all minority entrepreneurs in the Greater Sandusky Area. ● Serve as an ex officio non-voting member of the Sandusky Economic Development Incentive Review committee and be available to the City of Sandusky to vet proposals as received.
<u>Workforce attraction and development</u>	<ul style="list-style-type: none"> ● Support regional workforce development needs both proactively and in project specific applications for City of Sandusky businesses such as demographic or labor market analysis. ● Serve as the host of Firelands Forward, a regional workforce collaborative commissioned by the Firelands Partnership, whose mission is to grow our region’s economy by connecting a stable skilled and supported labor force to meaningful and sustaining employment. <ul style="list-style-type: none"> ○ Support Firelands Forward outcomes of businesses served, students engaged in career connections, and collaboration with workforce development partners. ● Serve as a lead of the Erie County K-16 Business Advisory Council (includes Sandusky City Schools and Sandusky Central Catholic) whose mission is to cultivate relationships and enhance connections between the business and education communities to understand ongoing opportunities and implement support strategies. <ul style="list-style-type: none"> ○ Host and provide scholarships to a Teacher Business Bootcamp to introduce area educators to businesses in the City of Sandusky, the jobs available within the businesses, and their impact to the economy, with requirements that teachers incorporate their learnings into student curriculum.



	<ul style="list-style-type: none"> • Serve as a co-host of the 2nd annual Young Professionals Week, showcasing social and professional opportunities in the Sandusky area for the next generation of leaders. • Provide entrepreneurial educational activities, programs, and curriculums to Sandusky's schools to convey entrepreneurship as a viable pathway after graduation, develop transferrable skills to be applied in any pathway, and retain youth with widespread support.
<u>Regional economic development and brand awareness</u>	<ul style="list-style-type: none"> • Regularly feature Sandusky based businesses and City of Sandusky vision and economic development incentives in marketing campaigns promoting our region as a pro-growth location, such as 2020 campaigns like All Hands on Deck leadership, entrepreneurship, and industry features or the 12 Days of Development email series, which consistently reach thousands of business readers. • Partner with Lake Erie Shores and Islands to promote Sandusky as a destination to do business and work. • Serve as Chair of the City of Sandusky Energy Special Improvement District (ESID) and contribute to other public and private community development related committees. • Monitor state legislation considered to have an impact on area economic development opportunities.

*Start.
Stay.
Grow.*





DEPARTMENT OF COMMUNITY DEVELOPMENT

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

To: Eric Wobser, City Manager
From: Jonathan Holody, Director of Community Development
Date: March 10, 2021
Subject: Commission Agenda Item – Purchase and Sale Agreements – Cold Creek Crossing Properties

ITEM FOR CONSIDERATION: The legislation will authorize the City Manager to execute Purchase and Sale Agreements for 44 vacant parcels of land currently in the City of Sandusky's Land Reutilization Program in the Cold Creek Crossing Subdivision (the "Properties") that are no longer needed for any municipal purpose.

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 Commission approved acquisition of the 44 parcels in the Cold Creek Crossing Subdivision on February 24, 2014 pursuant to Resolution 008-14R and received deeds through the foreclosure for delinquent real estate taxes. The parcels include 40 single-family and four (4) multi-family vacant parcels.

City staff seeks to market and sell the Properties under the following set of standard terms: the sales price will be the fair market value; the assessment lien will be satisfied from the sales proceeds; and, the buyer will be required to start construction on the residential structure within four years.

The fair market value of the subject properties as determined by Hoty Enterprises and City staff is 90% of the Auditor's market value for the single family lots, and \$8,000 per unit to be constructed due to the current market conditions and the redevelopment restrictions imposed as a condition of sale.

It is being requested in companion legislation to enter into an agreement with Hoty Enterprises, Inc. of Sandusky, Ohio for the marketing and sale of these properties. When Hoty identifies a Buyer that is willing to meet the standard terms of sale, a form Purchase and Sale Agreement will be executed by the Buyer and the City Manager and the property will be sold.

BUDGETARY INFORMATION: At closing, each assessment lien will be satisfied from a portion of the sales proceeds. Broker fees of up to 6.5% will also be paid from the sales proceeds. The balance of funds will be used by the City to recoup expenses related to the subdivision in accordance with O.R.C. §5722.08.

ACTION REQUESTED: It is recommended that City Commission authorize the execution of the Purchase and Sale Agreements and to sell the Properties located in the Cold Creek Crossing Subdivision, that are no longer needed for any municipal purpose, as qualified Buyers are identified. 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 immediately commence the listing and marketing of these parcels and promptly execute the Purchase and Sale Agreements to allow for closing within thirty (30) days as usual and customary in the sale of real estate.

I concur with this recommendation:

Eric Wobser, City Manager

Jonathan Holody, Community Development Director

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

ORDINANCE NO. _____

AN ORDINANCE DECLARING THAT CERTAIN FORTY-FOUR (44) PARCELS OF REAL PROPERTY OWNED BY THE CITY AS PART OF THE LAND REUTILIZATION PROGRAM IDENTIFIED AND LOCATED IN THE COLD CREEK CROSSING SUBDIVISION ARE NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE AND APPROVING A FORM OF AGREEMENT FOR THE PURCHASE AND SALE WITH RESPECT TO SAID 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 in the Cold Creek Crossing Subdivision by Resolution No. 008-14R, passed on February 24, 2014, under said Land Reutilization Program, which property is more specifically described in Exhibit "A", and is no longer needed for any municipal purposes; and

WHEREAS, the City desires to market and sell the single-family properties at the sale price of ninety percent (90%) of the Erie County Auditor's appraised value and the multi-family properties at the sale price of \$8,000.00 per unit to be constructed, which have been determined to be no less than fair market value, with the sales proceeds to be used by the City to satisfy the assessment liens and to recoup expenses related to the property in accordance with Ohio Revised Code §5722.08; and

WHEREAS, when a purchaser is identified, a Purchase and Sale Agreement will be executed, and the property will be sold pursuant to the agreement which requires construction to begin within four (4) years; and

WHEREAS, approval to enter into an Exclusive Right to Sell Agreement with Hoty Enterprises, Inc. of Sandusky, Ohio, for the marketing and sale of these properties in 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 authorize the sale of these properties and allow the necessary documents to be immediately executed in order to proceed with potential closings; 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 Properties, Forty-Four (44) parcels located in the Cold Creek Crossing Subdivision, 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, are no longer needed for any municipal purpose and that the execution of any Purchase and Sale Agreements providing for the sale, pursuant to Section 25 of the Charter of this City, to any Purchasers of the Property at the purchase price set forth in any 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 any 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 any Purchaser(s) to purchase any 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(s), 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: March 22, 2021

Exhibit A
LOTS, PRICES, INCENTIVES

<u>Parcel</u>	<u>Property Address</u>	<u>Acres</u>	<u>List Price</u>	<u>Assessment Removal</u>	<u>10-yr 75% tax abatement</u>
60-00043.001	COLD CREEK	0.5202	\$ 31,230	\$ 9,286	Yes
60-00043.002	COLD CREEK	0.4671	\$ 29,660	\$ 11,497	Yes
60-00043.003	COLD CREEK	0.3651	\$ 26,330	\$ 8,697	Yes
60-00043.004	COLD CREEK	0.4231	\$ 28,140	\$ 11,497	Yes
60-00043.005	COLD CREEK	0.2946	\$ 23,490	\$ 8,697	Yes
60-00043.006	COLD CREEK	0.3673	\$ 26,000	\$ 11,497	Yes
60-00043.007	COLD CREEK	0.2755	\$ 22,460	\$ 8,697	Yes
60-00043.008	COLD CREEK	0.3673	\$ 26,000	\$ 11,497	Yes
60-00043.009	COLD CREEK	0.2755	\$ 22,460	\$ 8,697	Yes
60-00043.010	COLD CREEK	0.3630	\$ 26,190	\$ 11,497	Yes
60-00043.015	COLD CREEK	0.3930	\$ 27,330	\$ 11,497	Yes
60-00043.020	CREEKSIDE	0.4824	\$ 30,190	\$ 11,497	Yes
60-00043.021	COLD CREEK	0.3330	\$ 25,180	\$ 11,497	Yes
60-00043.028	COLD CREEK	0.3857	\$ 26,780	\$ 10,580	Yes
60-00043.046	WALNUT RIDGE	0.4107	\$ 27,630	\$ 10,580	Yes
60-00043.049	WALNUT RIDGE	0.4368	\$ 28,630	\$ 10,580	Yes
60-00043.053	WALNUT RIDGE	0.4333	\$ 28,430	\$ 11,497	Yes
60-00043.054	OLD MILL	0.4500	\$ 28,960	\$ 11,497	Yes
60-00043.056	OLD MILL	0.3600	\$ 26,120	\$ 8,697	Yes
60-00043.060	OLD MILL	0.4913	\$ 30,330	\$ 11,497	Yes
60-00043.061	OLD MILL	0.5593	\$ 32,120	\$ 11,497	Yes
60-00043.063	OLD MILL	0.3576	\$ 25,760	\$ 9,728	Yes
60-00043.065	OLD MILL	0.3597	\$ 25,900	\$ 8,697	Yes
60-00043.067	OLD MILL	0.4498	\$ 28,900	\$ 11,497	Yes
60-00043.068	SOUTH MEADOW	0.4019	\$ 27,610	\$ 11,497	Yes
60-00043.071	SOUTH MEADOW	0.3673	\$ 26,000	\$ 11,497	Yes
60-00043.073	SOUTH MEADOW	0.3673	\$ 26,000	\$ 11,497	Yes
60-00043.076	SOUTH MEADOW	0.4184	\$ 27,810	\$ 11,497	Yes
60-00043.077	COLD CREEK	0.3016	\$ 23,670	\$ 9,286	Yes
60-00043.078	COLD CREEK	0.3087	\$ 23,810	\$ 9,728	Yes
60-00043.079	COLD CREEK	0.3087	\$ 23,810	\$ 9,728	Yes
60-00043.080	COLD CREEK	0.3087	\$ 23,810	\$ 9,728	Yes
60-00043.081	COLD CREEK	0.3081	\$ 23,810	\$ 9,728	Yes
60-00043.082	COLD CREEK	0.3087	\$ 23,810	\$ 9,728	Yes
60-00043.083	COLD CREEK	0.3087	\$ 23,810	\$ 9,728	Yes
60-00043.084	SOUTH MEADOW	0.4628	\$ 29,730	\$ 11,497	Yes
60-00043.085	SOUTH MEADOW	0.4247	\$ 28,210	\$ 11,497	Yes
60-00043.087	SOUTH MEADOW	0.4247	\$ 28,210	\$ 11,497	Yes
60-00043.089	SOUTH MEADOW	0.4247	\$ 28,210	\$ 11,497	Yes
60-00043.095	SOUTH MEADOW	0.3490	\$ 25,490	\$ 10,318	Yes
60-00043.096	COLD CREEK	1.8885	* \$ 8,000	\$ 36,408	Yes
60-00043.097	WESTWOOD	4.6785	* \$ 8,000	\$ 115,001	Yes
60-00043.098	COLD CREEK	3.0348	* \$ 8,000	\$ 97,579	Yes
60-00043.099	COLD CREEK	7.3400	* \$ 8,000	\$ 215,056	Yes

* Per approved unit (Multi-Family Lot)

PURCHASE AND SALE AGREEMENT

This Agreement is made and entered into this ____ day of _____ 20____, by and between the City of Sandusky, Erie County, Ohio, a Municipal Corporation, 240 Columbus Avenue, Sandusky, 44870 hereinafter referred to as the "Seller" and _____
_____ (jointly and severally, if applicable) hereinafter referred to as the "Purchasers".

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 Purchasers and the Purchasers agree to purchase from the Seller, an unimproved parcel of real property known as Lot Number _____ located on _____ in the Cold Creek Crossing Subdivision, Sandusky, Ohio, and identified as Erie County Parcel No. _____, and more fully described in the legal description marked Exhibit "A" and attached hereto (the "Property").

2. The total purchase price for the Property shall be _____ Dollars (\$_____.00) (the "Purchase Price"). The Purchase Price shall be payable as follows:

i. \$1,000.00 earnest money deposit, which shall be credited to the Purchase Price at Closing, shall be deposited into escrow by Purchasers upon the full execution of this Agreement.

ii. The balance shall be paid in cash or cash equivalent at Closing.

3. Purchasers have read and fully understand the Deed Restrictions of the Cold Creek Subdivision filed for record at RN 200312407, Erie County, Ohio Records and agree to abide by the same. A copy of the Deed Restrictions is attached hereto and incorporated herein as Exhibit "B."

4. Seller shall furnish to Purchasers a quit claim deed conveying to Purchasers all the Seller's interest in and to the Property. The Property shall be free and clear of liens, delinquent taxes and assessments, and penalties and interest upon transfer of title. Purchasers shall pay all the taxes and assessments due and payable after the date of Closing.

5. Purchasers agree to construct one (1) single-family residential dwelling on the Property. Commencement of construction shall occur within four (4) years from purchase of the Property and construction of the residential dwelling shall be completed within twelve (12) months of start of construction. If the Purchasers fail to commence or complete construction within the time periods required herein, the Seller shall have the right to re-enter and take possession and title to the Property together with all improvements made or erected shall automatically be forfeited and revert to and vest in the City of Sandusky.

6. Purchasers, and their successors in title, shall not be eligible to receive funding through the Sandusky Housing Development and Beautification Program for use at the Property.

7. The Closing date of this transaction shall be no later than forty-five (45) days from full execution of this Purchase Agreement or at such other time as may be mutually agreed upon, in writing, by the parties. The escrow agent herein shall be _____, Sandusky, Ohio 44870. All funds and documents required to close this transaction shall be deposited with said escrow agent on or before the closing date. An executed counterpart of this Agreement shall be deposited with the escrow agent by the Seller and this Agreement shall serve as the escrow instructions. The escrow agent may attach its standard conditions of acceptance thereto; provided, however, that in the event such standard conditions are inconsistent or in conflict with the terms of this Agreement, this Agreement shall control.

8. On the closing date, the escrow agent shall first pay to the Erie County Treasurer the balance of the future special assessments due on the Property out of the proceeds of the sale, and then file for record the deeds, and other instruments, if any, required to be recorded pursuant to this Agreement and thereupon deliver to each of the parties, the funds and documents to which they shall be respectively entitled, together with its escrow statement.

9. The expenses of closing shall be paid in the following manner:

- i. The cost of securing a title insurance commitment and policy of insurance shall be paid by Purchasers.
- ii. The cost of preparing, executing, and acknowledging any deeds or other instruments required to convey title to Purchasers in the manner described in this Agreement shall be paid by Purchasers.

- iii. Each party hereto shall be responsible for their own attorney fees relating to this Agreement and its implementation.
- iv. The cost of transfer and recording of the deed shall be paid by Purchasers.
- v. Any conveyance fee or tax imposed on the conveyance of title to the property to Purchasers shall be paid by Purchasers.
- vi. Any fee charged by the escrow agent shall be equally shared between the Seller and the Purchasers.

10. Purchasers shall be entitled to possession of the Property upon the closing of this transaction.

11. The Purchasers have examined the Property, has had the opportunity to fully inspect and ask questions about conditions of the same, and acknowledge that they are accepting the Property "AS IS" subject to no warranties as of the date of the execution of this Agreement and that there have been no representations by the Seller as to the condition of the Property or the fitness of the Property for Purchasers' intended use.

12. In the event that the Purchasers breach this Agreement, the earnest money deposited shall be immediately paid to the Seller, which payment may be treated as liquidated damages (the precise amount of damages being difficult or impossible to ascertain).

13. 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 or in an amendment signed by all the parties hereto.

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.

15. This Agreement shall be binding upon and inure to the benefit of Seller and Purchasers and their respective heirs, legal representative, and assigns.

16. This Agreement shall be governed by the laws of the State of Ohio with jurisdiction in Erie County, Ohio.

17. Time is of the essence.

SIGNATURE PAGES TO FOLLOW

SELLER:

CITY OF SANDUSKY

Dated: _____, 2021

By: X _____

Name: _____

Title: _____

PURCHASERS:

Dated: _____, 2021

X _____

Printed Name: _____

X _____

Printed Name: _____

Address: _____

Phone #: _____

Email: _____

Approved as to Form:

Law Director, City of Sandusky

EXHBIT "A"

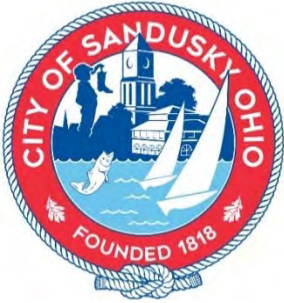
Situated in the City of Sandusky, County of Erie and State of Ohio:

**Being Lot Number _____ in Cold Creek Crossing Subdivision Phase I as
recorded in Plat Volume 43, Pages 82 & 83, Erie County, Ohio Records.**

Property Address: _____, Sandusky, Ohio 44870

Tax ID No: _____

DRAFT



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

To: Eric Wobser, City Manager
From: Jonathan Holody, Director of Community Development
Date: March 10, 2021
Subject: Commission Agenda Item – Exclusive Right to Sell Agreement – Cold Creek Crossing Properties

ITEM FOR CONSIDERATION: The legislation will authorize the City Manager to execute an Exclusive Right to Sell Agreement with Hoty Enterprises for the marketing and sale of 44 vacant parcels of land in the Cold Creek Crossing Subdivision (the “Properties”).

BACKGROUND INFORMATION: The City of Sandusky owns 40 single-family and four (4) multi-family vacant parcels in the Cold Creek Crossing Subdivision as part of the Land Reutilization Program. The Properties are encumbered by assessment liens and deed restrictions related to the construction of the subdivision.

City staff issued a Request for Qualifications due October 13, 2020 to identify a firm to market the Cold Creek Crossing properties for development through an Exclusive Right to Sell Agreement in which 8 submittals were received and evaluated by a selection committee. Hoty Enterprises was selected as the most qualified firm based on their experience, professional expertise, past performance, marketing strategy, and location.

The sales price of the properties will be the fair market value which has been determined by Hoty Enterprises and City staff to be 90% of the Auditor’s market value for the single family lots, and \$8,000 per unit to be constructed due to the current market conditions and the redevelopment restrictions imposed as a condition of sale. Buyers will be required to begin construction of a new residential structure on the property within four years of the sale. Buyers will also qualify for the City’s residential tax abatement at the rate of 75% for ten years.

BUDGETARY INFORMATION: At closing, each assessment lien will be satisfied from a portion of the sales proceeds. Broker fees of up to 6.5% will also be paid from the sales proceeds. The balance of funds will be used by the City to recoup expenses related to the property in accordance with O.R.C. §5722.08.

ACTION REQUESTED: It is recommended that City Commission authorize the execution of the Exclusive Right to Sell Agreement with Hoty Enterprises. It is further requested that this legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter in order to immediately commence the listing and marketing of these parcels in order to secure eventual buyers to develop the property.

I concur with this recommendation:

Eric Wobser
City Manager

Jonathan Holody
Community Development Director

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

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN EXCLUSIVE RIGHT TO SELL AGREEMENT WITH HOTY ENTERPRISES, INC. OF SANDUSKY, OHIO, FOR THE MARKETING AND SALE OF FORTY-FOUR (44) VACANT PARCELS OF LAND IN THE COLD CREEK SUBDIVISION IN SANDUSKY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City owns forty (40) single-family and four (4) multi-family vacant parcels in the Cold Creek Crossing Subdivision which are encumbered by assessment liens and deed restrictions related to the construction of the subdivision; and

WHEREAS, the properties were subjected to foreclosure proceedings and conveyed to the City for placement in the Land Reutilization Program; and

WHEREAS, a Request for Qualifications (RFQ) was issued for the marketing and sale of the Cold Creek Crossing parcels in which eight (8) submittals were received, evaluated, and based upon the firm's experience, professional expertise, past performance, marketing strategy, and location, it was determined Hoty Enterprises, Inc. of Sandusky, Ohio was the most qualified; and

WHEREAS, upon any sale of the parcels, the assessment lien along with the broker fee of up to 6.5% will be satisfied from a portion of the sale proceeds and the remaining net proceeds will be used to recoup expenses related to the property in accordance with Ohio Revised Code §5722.08; and

WHEREAS, it is requested in companion legislation to declare the forty-four (44) vacant parcels in the Cold Creek Crossing Subdivision no longer needed for any municipal purpose and approve a form of agreement for the sale of said parcels; 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 to list and market the property for the purpose to secure eventual buyers to develop the property; and

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

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

Section 1. The City Manager is authorized and directed to enter into an Exclusive Right to Sell Agreement with Hoty Enterprises, Inc. of Sandusky, Ohio, for the marketing and sale of the forty-four (44) parcels of land in the Cold Creek

Crossing Subdivision, 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 L. SPRIGGS
CLERK OF THE CITY COMMISSION

Passed: March 22, 2021



Listing Agreement



Exclusive Right to Sell

The undersigned Owner hereby grants to Hoty Enterprises, Inc. ("Broker") the exclusive right to sell the property known as **Cold Creek Crossing – see Exhibit A** at the price of **see Exhibit A** for a **12-month** period. The property, price and selling incentives may change from time to time as directed by Owner in writing.

Owner hereby agrees to pay Broker a fee of **six and one-half percent (6.50%)** of the selling price of any property. Buyer-brokers will be offered a share of the Broker fee in the amount of three percent (3.00%) of the selling price. Owner authorizes Broker to compensate other brokers through sub-agency.

This agreement is an exclusive right to sell agreement. Except as provided on the attached **Exhibit B**, if an agreement for sale has been executed by Owner prior to the expiration of this listing agreement (or any extension thereof) to anyone, even if Broker has had no contact with such buyer, the real estate commission as stated herein is owed to Broker. Owner agrees to refer to Broker all real estate licensees, customers, or prospects who may come to Owner directly during the exclusive period or any extension thereof.

The commission herein shall be paid if said property is sold within thirty (30) days after the expiration of this listing agreement (or any extension thereof) to anyone with whom Broker has had negotiations prior to expiration, provided Owner has received notice in writing, including the names of the prospective purchasers, before or upon expiration of this listing agreement (or any extension thereof). The commission shall be deemed earned when a binding contract for sale has been executed and/or when Broker has produced a purchaser, ready, willing and able to buy the property pursuant to the terms of this agreement. However, Owner shall not be obligated to pay Broker such fee if Owner enters into a valid listing agreement during the term of said protection period with another licensed real estate broker. The commission due pursuant to a sale shall be paid at the closing of a transaction.

Broker is hereby authorized to place a "FOR SALE" signs on said property to actively market the property, which may include the internet and commercial sites such as CoStar, Loopnet and NEOHREX as applicable. The undersigned Owner directs Broker to immediately submit this listing to the Multiple Listing Service of the Firelands Association of Realtors to be published and disseminated to participants therein.

The undersigned acknowledges receipt of a copy of this agreement and certifies that the undersigned is the Owner of said property or duly authorized agent of Owner, and controls said property. Property will be made available for showing at all reasonable times to Broker, Broker's associates and cooperating brokers upon appointment arranged by Broker's office. By providing an email address, you grant Hoty Enterprises permission to email you; permission can be revoked at any time by using the SafeUnsubscribe® link.

OWNER ACKNOWLEDGES RECEIPT OF HOTY ENTERPRISES CONSUMER GUIDE TO AGENCY.

Date Signed _____

Expiration Date _____

Owner: _____

Email address

Address / phone

Address / phone

The undersigned hereby accepts the agency for the exclusive right to sell said property on the terms stated above and notifies the Owner that at some time during the term of this agreement, he/she may act as a **disclosed dual agent**.

Broker _____

Salesperson _____

Exhibit A
LOTS, PRICES, INCENTIVES

<u>Parcel</u>	<u>Property Address</u>	<u>Acres</u>	<u>List Price</u>	<u>Assessment Removal</u>	<u>10-yr 75% tax abatement</u>
60-00043.001	COLD CREEK	0.5202	\$ 31,230	\$ 9,286	Yes
60-00043.002	COLD CREEK	0.4671	\$ 29,660	\$ 11,497	Yes
60-00043.003	COLD CREEK	0.3651	\$ 26,330	\$ 8,697	Yes
60-00043.004	COLD CREEK	0.4231	\$ 28,140	\$ 11,497	Yes
60-00043.005	COLD CREEK	0.2946	\$ 23,490	\$ 8,697	Yes
60-00043.006	COLD CREEK	0.3673	\$ 26,000	\$ 11,497	Yes
60-00043.007	COLD CREEK	0.2755	\$ 22,460	\$ 8,697	Yes
60-00043.008	COLD CREEK	0.3673	\$ 26,000	\$ 11,497	Yes
60-00043.009	COLD CREEK	0.2755	\$ 22,460	\$ 8,697	Yes
60-00043.010	COLD CREEK	0.3630	\$ 26,190	\$ 11,497	Yes
60-00043.015	COLD CREEK	0.3930	\$ 27,330	\$ 11,497	Yes
60-00043.020	CREEKSIDE	0.4824	\$ 30,190	\$ 11,497	Yes
60-00043.021	COLD CREEK	0.3330	\$ 25,180	\$ 11,497	Yes
60-00043.028	COLD CREEK	0.3857	\$ 26,780	\$ 10,580	Yes
60-00043.046	WALNUT RIDGE	0.4107	\$ 27,630	\$ 10,580	Yes
60-00043.049	WALNUT RIDGE	0.4368	\$ 28,630	\$ 10,580	Yes
60-00043.053	WALNUT RIDGE	0.4333	\$ 28,430	\$ 11,497	Yes
60-00043.054	OLD MILL	0.4500	\$ 28,960	\$ 11,497	Yes
60-00043.056	OLD MILL	0.3600	\$ 26,120	\$ 8,697	Yes
60-00043.060	OLD MILL	0.4913	\$ 30,330	\$ 11,497	Yes
60-00043.061	OLD MILL	0.5593	\$ 32,120	\$ 11,497	Yes
60-00043.063	OLD MILL	0.3576	\$ 25,760	\$ 9,728	Yes
60-00043.065	OLD MILL	0.3597	\$ 25,900	\$ 8,697	Yes
60-00043.067	OLD MILL	0.4498	\$ 28,900	\$ 11,497	Yes
60-00043.068	SOUTH MEADOW	0.4019	\$ 27,610	\$ 11,497	Yes
60-00043.071	SOUTH MEADOW	0.3673	\$ 26,000	\$ 11,497	Yes
60-00043.073	SOUTH MEADOW	0.3673	\$ 26,000	\$ 11,497	Yes
60-00043.076	SOUTH MEADOW	0.4184	\$ 27,810	\$ 11,497	Yes
60-00043.077	COLD CREEK	0.3016	\$ 23,670	\$ 9,286	Yes
60-00043.078	COLD CREEK	0.3087	\$ 23,810	\$ 9,728	Yes
60-00043.079	COLD CREEK	0.3087	\$ 23,810	\$ 9,728	Yes
60-00043.080	COLD CREEK	0.3087	\$ 23,810	\$ 9,728	Yes
60-00043.081	COLD CREEK	0.3081	\$ 23,810	\$ 9,728	Yes
60-00043.082	COLD CREEK	0.3087	\$ 23,810	\$ 9,728	Yes
60-00043.083	COLD CREEK	0.3087	\$ 23,810	\$ 9,728	Yes
60-00043.084	SOUTH MEADOW	0.4628	\$ 29,730	\$ 11,497	Yes
60-00043.085	SOUTH MEADOW	0.4247	\$ 28,210	\$ 11,497	Yes
60-00043.087	SOUTH MEADOW	0.4247	\$ 28,210	\$ 11,497	Yes
60-00043.089	SOUTH MEADOW	0.4247	\$ 28,210	\$ 11,497	Yes
60-00043.095	SOUTH MEADOW	0.3490	\$ 25,490	\$ 10,318	Yes
60-00043.096	COLD CREEK	1.8885	* \$ 8,000	\$ 36,408	Yes
60-00043.097	WESTWOOD	4.6785	* \$ 8,000	\$ 115,001	Yes
60-00043.098	COLD CREEK	3.0348	* \$ 8,000	\$ 97,579	Yes
60-00043.099	COLD CREEK	7.3400	* \$ 8,000	\$ 215,056	Yes

* Per approved unit (Multi-Family Lot)

Exhibit B
EXCLUSIONS

In the event a bona fide purchase agreement is entered into by and between Owner and a party listed on the attached schedule B-1 within 45 days of this Listing Agreement (the "Exclusion Period"), no commission or fee shall be due to Broker upon the consummation of such sale. Should Owner enter into an agreement with a listed party after the expiration of the Exclusion Period, Broker shall be owed a reduced commission equal to four percent (4%).

Schedule B-1

<u>Last Name</u>	<u>First Name</u>
Hall	Jeff
Hayberger	Joe
Milkie	Duff
Haer	Anthony
Harris	Alonzo & Deanna
Mazza	Lee & Kimberly
Tallman-Townsend	Jami
Smith	Jack
Burdine	Eric
Appell	Kevin
Lombardo	David
Haas	John
Newell	Dana
Jackson	Jim
McKitrick	Katie
McCourt	Michael
Newton	Tara



DEPARTMENT OF COMMUNITY DEVELOPMENT

240 Columbus Ave
Sandusky, Ohio 44870
419.627.5707
www.ci.sandusky.oh.us

To: Eric L. Wobser, City Manager
From: Jonathan Holody, Community Development Director
Date: March 10, 2021
Subject: Commission Agenda Item – ED Fund Grant Agreement - RDMJD, LLC

Items for Consideration: Legislation approving a Grant Agreement with RDMJD, LLC for the purposes of furthering economic development efforts in the City.

Background Information: RDMJD, LLC is a real estate holding company formed in January 2021 for the purpose of acquiring and owning the property at 2101 Perkins Avenue, Sandusky, Ohio. The company will lease the property to Ahner Commercial & Supply, LLC, which shares common ownership with RDMJD, LLC. Ahner Commercial & Supply, LLC, is a leading distributor and installer of commercial doors, windows and aluminum and glass storefront materials. Ahner Commercial & Supply, LLC, will use the property for its administrative, assembly, storage and distribution activities.

RDMJD, LLC intends to invest over \$150,000 in property improvements, including the construction of two truck doors and two truck docks. Ahner Commercial & Supply, LLC, will immediately relocate seven full-time employees and will create seven new full-time positions at the site within three years.

Staff proposes an Economic Development Fund grant in the amount of \$15,000 towards the immediate project improvements which have an estimated total cost of \$28,261. Additional terms of the proposed Agreement call for the immediate project improvements to be completed by December 31, 2021. The above grant is conditioned upon the applicant complying with all Building code and permit requirements codes and displaying signage noting the City of Sandusky's support.

The application and grant amount was recommended for approval by the Economic Development Incentive Committee meeting on March 9, 2021.

Budgetary Information: The City will be responsible for providing a total of \$15,000 in grant proceeds from the Economic Development Capital Projects Fund on a reimbursable basis at the completion of the project. The project will have an ongoing positive impact on the general fund due to increased income and property taxes.

Action Requested: It is requested that the proper legislation be prepared to allow the City to enter into a Grant Agreement with the Company. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter in order to immediately approve the Grant Agreement to ensure the timely completion of the project.

I concur with this recommendation:

Eric L. Wobser
City Manager

Jonathan Holody
Community Development Director

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

CERTIFICATE OF FUNDS

In the Matter of: RDMJD, LLC Economic Development Agreement

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 # 431-4070-53000

By: _____



Michelle Reeder

Finance Director

Dated: 3/17/2021

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND APPROVING A GRANT IN THE AMOUNT OF \$15,000.00 THROUGH THE ECONOMIC DEVELOPMENT FUND PROGRAM TO RDMJD, LLC, IN RELATION TO THE PROPERTY LOCATED AT 2101 WEST PERKINS AVENUE; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, RDMJD, LLC, is a real estate holding company formed in January of 2021 for the purpose of acquiring the property at 2101 W. Perkins Avenue, Sandusky, and leasing to Ahner Commercial & Supply, LLC, which shares common ownership with RDMJD, LLC; and

WHEREAS, Ahner Commercial & Supply, LLC, is a leading distributor and installer of commercial doors, windows and aluminum and glass storefront materials and will use the property for its administrative, assembly, storage and distribution activities; and

WHEREAS, RDMJD, LLC intends to invest over \$150,000 in property improvements, including the construction of two (2) truck doors and two (2) truck docks and will immediately relocate seven (7) full-time employees and create seven (7) new full-time positions at the site within three (3) years; and

WHEREAS, it has been determined that the development of this property with the project pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City and for the health and safety and welfare of its residents, and are necessary to improve the economic and general welfare of the citizens of the City; and

WHEREAS, the Economic Development Incentive Committee met on March 9, 2021, and is recommending to approve a grant to RDMJD, LLC, in the amount of \$15,000.00, in accordance with the Sandusky Economic Development Fund Program, to assist with redevelopment costs for the purpose of furthering economic development efforts in the City; and

WHEREAS, approval of an Enterprise Zone Tax Abatement Agreement with RDMJD, LLC, is being requested in companion legislation; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately approve the Grant Agreement to ensure the timely completion of the project; and

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

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

Section 1. This City Commission authorizes and directs the City Manager to enter into a Grant Agreement with RDMJD, LLC, for financial assistance through the Economic Development Fund program for the purpose of furthering economic development efforts in the City, substantially in the same form as Exhibit "A", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Ordinance.

Section 2. This City Commission authorizes and approves the grant funding to RDMJD, LLC, in an amount **not to exceed** Fifteen Thousand and 00/100 Dollars (\$15,000.00) from the Economic Development Capital Projects Fund of the City of Sandusky pursuant to and in accordance with the terms of the Grant Agreement.

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

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

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

GRANT AGREEMENT

This Grant Agreement (the "Agreement") is made and entered into as of the _____ day of _____, 2020 between the CITY OF SANDUSKY, OHIO (the "City"), a municipal corporation and political subdivision duly organized and validly existing under the Constitution, its Charter, and the laws of the State of Ohio, and RDMJD, LLC ("the Company"), an Ohio Limited Liability Company.

WITNESSETH:

WHEREAS, the Company has purchased the property located at 2101 Perkins Avenue, Sandusky, Ohio 44870 and further identified as Permanent Parcel #58-68010.000 (the "Property"); and

WHEREAS, The Company intends to redevelop a former YMCA facility at the Property for administrative, assembly, storage and distribution uses, including the construction of two truck doors, at a total cost of \$28,261.00 (the "Project"); and

WHEREAS, this catalytic Project will increase employment, adaptively reuse a currently vacant property and bring additional, in-demand lodging options to the City and region; and

WHEREAS, to induce the Project, the City has agreed to provide economic incentive grants to the Company to assist in the payment of a portion of the costs of the Project as further described in Section 1 hereof; and

WHEREAS, the City has determined that this Project pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City and for the health and safety and welfare of its residents, and are necessary to improve the economic and general welfare of people of the City;

NOW THEREFORE, in consideration of the premises and the covenants contained herein, the parties hereto agree as follows:

Section 1. City Grant.

The City agrees to grant up to \$15,000.00 in the form of an Economic Development Fund grant to the Company (the "City Grant") toward the costs of the Project, which shall be disbursed upon the completion of the Project. This City Grant shall be disbursed from the 2021 Economic Development Capital Projects Fund (the "Fund"). This City Grant will not increase if the applicant chooses to make additional improvements not contemplated in the grant application. The City reserves the right to make adjustments to the awarded grant amount, if recommended by the Economic Development Incentive Committee, for substantive changes to the project scope only. Construction must be done in accordance with and to the reasonable satisfaction of the City, which includes, but is not limited to, compliance with all Planning, Zoning and Building code regulations, and other applicable codes and regulations of the City, including obtaining permits. Furthermore, the Company agrees to display a sign during construction and for at least one (1) year upon completion of the Project noting the City's support; and

The Company shall notify the City promptly following the completion of the Project consistent with this Section and provide the City with any documents it reasonably requests related to Project costs and construction. The City shall then promptly review those documents and inspect the site and let the

Company know if it has satisfied the conditions set forth in this Section and, if not, describe what is found to be deficient. In order to receive the City Grant, the Project will need to be completed by December 31, 2021. This date may be extended at the discretion of the City Manager.

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

Section 2. Authority to Sign.

The Company and the City both represent that this Agreement has been approved by formal action of the duly authorized representatives of both parties.

Section 3. Assignment or Transfer.

The Company agrees that this Agreement is not transferable or assignable without the express, written approval of the City.

Section 4. Choice of Law.

This Agreement shall be governed and interpreted in accordance with the laws of the State of Ohio and the parties hereto agree that any dispute or other matter arising out of the interpretation or operation of this Agreement shall be determined in a Court of competent jurisdiction located within the State of Ohio and County of Erie.

Section 5. Binding Agreement.

This Agreement shall be binding on each of the parties and their respective successors and assigns.

Section 6. Miscellaneous.

- (a) **Notice.** Any notice or communication required or permitted to be given under this Agreement by either party to the other shall be deemed sufficiently given if delivered personally or mailed by United States registered or certified mail postage prepaid or by overnight delivery and addressed as follows:

(i) TO THE CITY: City Manager
c/o Chief Development Officer
City of Sandusky, Ohio
240 Columbus Avenue
Sandusky, OH 44870

(ii) TO THE COMPANY: RDMJD, LLC
2435 E. Gill Road
Port Clinton, Ohio 43452

Any party may change its address for notice purposes by providing written notice of such change to the other party.

- (b) Amendments. This Agreement may only be amended by written instrument executed by all parties.
- (c) Effect of Agreement. This Agreement is signed by the parties as a final expression of all the terms, covenants and conditions of their agreement and as a complete and exclusive statement of its terms, covenants and conditions and is intended to supersede all prior agreements and understandings concerning the subject matter of this Agreement.
- (d) Counterparts. This Agreement may be signed in several counterparts, each of which shall be an original, but all of which shall constitute but one and the same instrument.

SIGNATURES EXECUTED ON THE FOLLOWING PAGE

IN WITNESS WHEREOF the parties hereto, by and through their duly authorized representatives, have executed this Agreement on behalf of the corporate entities identified herein, on the date first written above.

RDMJD, LLC
An Ohio limited liability company

Title: Member

CITY OF SANDUSKY

Title: City Manager

The legal form of the within instrument
Is hereby approved.

Director of Law
City of Sandusky

CERTIFICATE OF DIRECTOR OF FINANCE

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

Michelle Reeder, Finance Director



DEPARTMENT OF COMMUNITY DEVELOPMENT

240 Columbus Ave
Sandusky, Ohio 44870
419.627.5707
www.ci.sandusky.oh.us

To: Eric L. Wobser, City Manager

From: Jonathan Holody, Community Development Director

Date: March 10, 2021

Subject: Commission Agenda Item – Enterprise Zone (EZ) Tax Abatement Agreement - RDMJD, LLC

Items for Consideration: Legislation approving an Enterprise Zone Tax Abatement Agreement with RDMJD, LLC for improvements to the former Sandusky YMCA facility at 2101 Perkins Avenue, Sandusky, Ohio.

Background Information: RDMJD, LLC is a real estate holding company formed in January 2021 for the purpose of acquiring and owning the property at 2101 Perkins Avenue, Sandusky, Ohio. The company will lease the property to Ahner Commercial & Supply, LLC, which shares common ownership with RDMJD, LLC. Ahner Commercial & Supply, LLC, is a leading distributor and installer of commercial doors, windows and aluminum and glass storefront materials. Ahner Commercial & Supply, LLC, will use the property for its administrative, assembly, storage and distribution activities.

RDMJD, LLC intends on investing over \$150,000 in property improvements, including the construction of two truck doors and two truck docks. Ahner Commercial & Supply, LLC, will immediately relocate seven full-time employees and will create seven new full-time positions at the site within three years.

Staff recommends the approval of a 10-year, 75% real estate tax abatement on the increase to the assessed valuation of the property based on the investment and the importance of the project to activate a dormant building. Pursuant to Ohio Revised Code Section 5709.83, the Sandusky City Schools were provided the required notification on March 5, 2021.

Budgetary Information: The project will have an ongoing positive impact on the general fund, as 25% of the increase in assessed value will be subject to real estate taxes during the abatement period. The project will also help sustain employment in the local economy and will create a minimum of three (3) permanent full-time positions subject to City income tax.

Action Requested: It is requested that the proper legislation be prepared to allow the City to enter into an Enterprise Zone Tax Abatement Agreement with the Company. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter in order to immediately approve the Enterprise Zone Tax Abatement Agreement to ensure the full benefit of the abatement is realized.

I concur with this recommendation:

Eric L. Wobser, City Manager

Jonathan Holody, Community Development Director

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



240 Columbus Avenue, 4th Floor
Sandusky, Ohio 44870
419.627.5832
www.ci.sandusky.oh.us

March 5, 2021

Jeff Hall, Treasurer
Sandusky City Schools
407 Decatur Street
Sandusky, Ohio 44870

RE: RDMJD, LLC - REQUEST FOR ENTERPRISE ZONE TAX ABATEMENT

Dear Mr. Hall:

The City of Sandusky has received a request for Enterprise Zone tax abatement from RDMJD, LLC for the renovation of the property at 2101 Perkins Avenue, Sandusky, Ohio 44870. The Company plans to invest up to \$200,000 on improvements to the existing building and create up to 15 full-time employment positions at the site.

The City's Community Development Department has reviewed this request and is recommending an Enterprise Zone abatement of seventy five percent (75%) of new real estate taxes for improvements made at the Property for a period of ten (10) years.

Pursuant to Ohio Revised Code Section 5709.83, the Sandusky City Schools are hereby notified that the Sandusky City Commission will consider the proposed abatement at its meeting on March 22, 2021.

If you have any questions or concerns related to this project, please feel free to contact me by phone at (419) 627-5707 or by email at jholody@ci.sandusky.oh.us.

Sincerely,

Jonathan Holody

Enc. *Enterprise Zone Program Application – RDMJD, LLC*

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN ENTERPRISE ZONE AGREEMENT WITH RDMJD, LLC, RELATING TO PROPERTY LOCATED AT 2101 W. PERKINS AVENUE, AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the State of Ohio has provided for the establishment of “Enterprise Zones” pursuant to Sections 5709.61 to 5709.914 of the Ohio Revised Code (the “Act”), and for the provision of tax incentives to private enterprise in order to promote and encourage expansion programs by private enterprise in such Enterprise Zones, and the creation and/or preservation of jobs and economic development in connection therewith; and

WHEREAS, the City Commission, by Resolution No. 05-183 adopted December 27, 2005, designated an area as an Enterprise Zone pursuant Section 5709.61(A)(1)(a) and (f) of the Act; and

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

WHEREAS, RDMJD, LLC, is a real estate holding company formed in January of 2021 for the purpose of acquiring the property at 2101 W. Perkins Avenue, Sandusky, and leasing to Ahner Commercial & Supply, LLC, which shares common ownership with RDMJD, LLC; and

WHEREAS, Ahner Commercial & Supply, LLC, is a leading distributor and installer of commercial doors, windows and aluminum and glass storefront materials and will use the property for its administrative, assembly, storage and distribution activities; and

WHEREAS, RDMJD, LLC intends to invest over \$150,000 in property improvements, including the construction of two (2) truck doors and two (2) truck docks and will immediately relocate seven (7) full-time employees and create seven (7) new full-time positions at the site within three (3) years; and

WHEREAS, the City received a request for Enterprise Zone tax abatement from RDMJD, LLC, for their redevelopment project; and

WHEREAS, it is recommended to approve a 10-year, 75% real estate tax abatement on the increase to the assessed valuation of the property, based on the investment and the importance of the project to activate a dormant building; and

PAGE 2 - ORDINANCE NO. _____

WHEREAS, pursuant to Ohio Revised Code §5709.83, the Board of Education of the Sandusky City Schools was notified in writing of the request for tax exemption by letter dated March 5, 2021; and

WHEREAS, this project will have an ongoing positive impact the City's General Fund as 25% of the increase in assessed value will be subject to real estate taxes during the abatement period and the project will help sustain employment in the local economy by creating a minimum of three (3) new full-time employment positions subject to City income tax; and

WHEREAS, approval of a grant through the Economic Development Fund Program for RDMJD, LLC, in the amount of \$15,000.00 is being requested in companion legislation; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately execute the agreement and to ensure the full benefit of the abatement is realized; and

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

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

Section 1. This Commission hereby approves the Enterprise Zone Agreement with RDMJD, LLC, pursuant to the terms and conditions contained therein, a copy of which is marked Exhibit "1" attached to this Ordinance and is specifically incorporated as if fully rewritten herein.

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

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: March 22, 2021

ENTERPRISE ZONE AGREEMENT

This ENTERPRISE ZONE AGREEMENT (the "Agreement") is made and entered into by and between the City of Sandusky, Ohio, an Ohio municipal corporation with a Commission-Manager form of government with its main offices located at 240 Columbus Avenue, Sandusky, Ohio 44870 (the "City"), and RDMJD, LLC, an Ohio limited liability company, with mailing address of 2435 E. Gill Road, Port Clinton, Ohio 43452 (the "Company").

WITNESSETH:

WHEREAS, the City has encouraged the development of real property and the acquisition of personal property located in the area designated as an Enterprise Zone; and

WHEREAS, the Company has purchased the property located at 2101 Perkins Avenue, Sandusky, Ohio 44870 and further identified as Permanent Parcel #58-68010.000, which may be amended, consolidated or subdivided, as the case may be. The Company is now desirous of redeveloping the building for administrative, assembly, storage and distribution uses. The Company will invest at least \$150,000.00 into this project (the "Project"), which Project will preserve or create employment opportunities within the boundaries of the aforementioned Enterprise Zone, provided that the appropriate development incentives are available to support the economic viability of said Project; and

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

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

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

WHEREAS, the Company has submitted a proposed agreement application (herein attached as Exhibit A) to the City (the "Application"); and

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

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

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

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

agreement with respect to matters hereinafter contained;

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

1. The Company shall redevelop the property for administrative, assembly, storage and distribution uses. The Company estimates an anticipated real estate investment for the Project of \$150,000.00. The Project represents a significant new investment on the site. The construction is expected to be completed by December 31, 2022.

2. The Company shall create or cause to be created the equivalent of seven (7) new full-time job opportunities by December 31, 2021.

The Company, and its affiliated entities, currently has no full-time permanent employees, no part-time permanent employees, seven full-time temporary employees, and no part-time temporary employees at the Project site. In total, the Company, and its affiliated entities will have seven full-time permanent employees, no part-time permanent employees, no full-time temporary employees, and no part-time temporary employees in the State of Ohio.

This total increase in the number of employees over the entire job creation period will result in approximately \$150,000.00 (dollars) of additional annual payroll for the Company or made possible by the Company. The following is an itemization by the type of new jobs created: permanent full-time \$150,000.00, permanent part-time \$0 temporary full-time \$0 and temporary part-time \$0.

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

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

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

Year of Tax Exemption

Tax Exemption Amount

YR 1

75%

YR 2	75%
YR 3	75%
YR 4	75%
YR 5	75%
YR 6	75%
YR 7	75%
YR 8	75%
YR 9	75%
YR 10	75%

The exemption commences the first year for which the real property would first be taxable were that property not exempted from taxation. No exemption shall commence after 2022 nor extend beyond 2032.

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

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

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

7. The Company shall pay such real and tangible personal property taxes as are not exempted under this agreement and are charged against such property and shall file all tax reports and returns as required by law. If the Company fails to pay such taxes or file such returns and reports, all incentives granted under this agreement are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.

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

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

obligations under this agreement and the City terminates or modifies the exemptions from taxation granted under this agreement.

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

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

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

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

14. The Company and the City acknowledge that this agreement must be approved by formal action of the legislative authority of the City as a condition for the agreement to take effect. This agreement shall take effect upon the later of the date of such legislative approval or the date all parties have signed this agreement.

15. The City has developed a policy to ensure recipients of Enterprise Zone tax benefits practice non-discriminating hiring in its operations. By executing this agreement, the Company is committing to following non-discriminating hiring practices acknowledging that no individual

may be denied employment solely on the basis of race, religion, sex, sexual orientation, gender identity or expression, disability, color, national origin, or ancestry.

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

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

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

[Signature page follows.]

IN WITNESS WHEREOF, the City of Sandusky, Ohio, by Eric Wobser, its City Manager, and pursuant to Ordinance No. _____, has caused this instrument to be executed this ____ day of _____, 2021 and RDMJD, LLC, by Rosalyn Ahner, its Member, has caused this instrument to be executed on this ____ day of _____, 2021.

CITY OF SANDUSKY, OHIO

By: _____
Eric Wobser, City Manager

RDMJD, LLC,
An Ohio limited liability company

By: _____
Rosalyn Ahner, Member

Approved as to form:

By: _____
Director of Law

Date: _____, 2021

EXHIBIT A

[Attach Application]

DRAFT

**OHIO DEVELOPMENT SERVICES AGENCY
OHIO ENTERPRISE ZONE PROGRAM**

PROPOSED AGREEMENT for Enterprise Zone Tax Incentives between the _____ (local legislative authorities) _____ located in the County of Erin and _____ (enterprise) _____.

- 1a. Name of business, home or main office address, contact person, and telephone number (attach additional pages if multiple enterprise participants).

RDMJD, LLC
enterprise name
419 366 6206
telephone number

Rosalyn Ahner
contact person
933 Lakeshore Dr.
Kelleys Island, OH 43438
address

- 1b. Project site:

Mark Miller
contact person

419 271-4333
telephone number

2101 Perkins Ave
address

Sandusky, OH 44870

- 2a. Nature of business (manufacturing, distribution, wholesale or other).

Distributing / Service

- 2b. List primary 6 digit NAICS # 236220.
Business may list other relevant SIC numbers.

- 2c. If a consolidation, what are the components of the consolidation? (must itemize the location, assets, and employment positions to be transferred)

no consolidation

- 2d. Form of business of enterprise (corporation, partnership, proprietorship, or other).

limited liability Corp.

3. Name of principal owner(s) or officers of the business (attach list if necessary).

Rosalyn Ahner, Daniel Ahner, David Ahner, Mark Miller, Scot Smith

4. Is business seasonal in nature? Yes ___ No ✓

- 5a. State the enterprise's current employment level at the proposed project site:

7 full time employees

- 5b. Will the project involve the relocation of employment positions or assets from one Ohio location to another? Note that relocation projects are restricted in non-distress based Ohio Enterprise Zones. A waiver from the Director of the Ohio Department of Development is available for special limited circumstances. The business and local jurisdiction should contact ODOOD early in the discussions.

Yes ✓ No ___

- 5c. If yes, state the locations from which employment positions or assets will be relocated and the location to where the employment positions or assets will be located:

Port Clinton to Sandusky

- 5d. State the enterprise's current employment level in Ohio (itemized for full and part-time and permanent and temporary employees):

7 full time employees

- 5e. State the enterprise's current employment level for each facility to be affected by the relocation of employment positions or assets:

Port Clinton 7-0 Sandusky 0-7

- 5f. What is the projected impact of the relocation, detailing the number and type of employees and/or assets to be relocated?

7 full time employees plus \$200,000.00 assets

- 6a. Has the Enterprise previously entered into an Enterprise Zone Agreement with the local

legislative authorities at any site where the employment or assets will be relocated as a result of this proposal? Yes ___ No ☒

6b. If yes, list the local legislative authorities, date, and term of the incentives for each Enterprise Zone Agreement:

7. Does the Enterprise owe :

a. Any delinquent taxes to the State of Ohio or a political subdivision of the state?
Yes ___ No ☒

b. Any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State? Yes ___ No ☒

c. Any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.
Yes ___ No ☒

d. If yes to any of the above, please provide details of each instance including but not limited to the location, amounts and/or case identification numbers (add additional sheets if necessary).

N/A

8. Project Description (attach additional pages if necessary):

Refurbish and update existing building by
converting into multiuse commercial office/retail/
commercial space

9. Project will begin January, 2021 and be completed June, 2022 provided a tax exemption is provided.

10a. Estimate the number of new employees the business intends to hire at the facility that is the project site (job creation projection must be itemized by full and part-time and permanent and temporary): 8-15 full time permanent positions

10b. State the time frame of this projected hiring: 3-5 years

10c. State proposed schedule for hiring (itemize by full and part-time and permanent and temporary

employees): 3 full time hires in 2021 (secretary, estimator, welder)
5 full time hires in 2022 (installers, service people)

- 11a. Estimate the amount of annual payroll such new employees will add \$ 150,000-350,000 (new annual payroll must be itemized by full and part-time and permanent and temporary new employees).
3 full time hires in 2021 (Secretary, estimator, welder)
5 full time hires in 2022 (Installers, service people)
- 11b. Indicate separately the amount of existing annual payroll relating to any job retention claim resulting from the project: \$ 310,000.00

12. Market value of the existing facility as determined for local property taxation.

\$ mv - \$210,000 Appraised @ 2.05 mil

- 13a. Business's total current investment in the facility as of the proposal's submission.

\$ 210,000 Contingent on zoning

- 13b. State the businesses' value of on-site inventory required to be listed in the personal property tax return of the enterprise in the return for the tax year (stated in average \$ value per most recent 12 month period) in which the agreement is entered into (baseline inventory):

\$ 20,000

14. An estimate of the amount to be invested by the enterprise to establish, expand, renovate or occupy a facility:

	<u>Minimum</u>	<u>Maximum</u>
A.Acquisition of Buildings:	\$ <u>210,000.00</u>	\$ <u>210,000.00</u>
B.Additions/New Construction:	\$ <u> </u>	\$ <u> </u>
C.Improvements to existing buildings:	\$ <u>70,000.00</u>	\$ <u>200,000.00</u>
D.Machinery & Equipment:	\$ <u>15,000.00</u>	\$ <u>300,000.00</u>
E.Furniture & Fixtures:	\$ <u>500.00</u>	\$ <u>5,000.00</u>
F.Inventory:	\$ <u>130,000.00</u>	\$ <u>150,000.00</u>
Total New Project Investment:	\$ <u>425,500.00</u>	\$ <u>865,000.00</u>

15. a. Business requests the following tax exemption incentives: 75 % for 10 years covering real _____ and/or personal property including inventory _____ as described above. Be specific as to type of assets, rate, and term.

10 year 75% tax abatement on all real and personal property including inventory and all equipment (new and used including vehicles)

b. Business's reasons for requesting tax incentives (be quantitatively specific as possible)

Building is run down and needs major repair. (the current property) There is a tremendous amount of work to bring the property up to our use. \$40,000.00 a year in taxes is not conducive to making the repairs.

Submission of this application expressly authorizes (name of the local jurisdiction) and/or (name of county) to contact the Ohio Environmental Protection Agency to confirm statements contained within this application including item #7 and to review applicable confidential records. As part of this application, the business may also be required to directly request from the Ohio Department of Taxation or complete a waiver form allowing the Ohio Department of Taxation to release specific tax records to the local jurisdictions considering the incentive request.

Applicant agrees to supply additional information upon request.

The applicant affirmatively covenants that the information contained in and submitted with this application is complete and correct and is aware of the ORC Sections 9.66(C)(1) and 2921.13(D)(1) penalties for falsification which could result in the forfeiture of all current and future economic development assistance benefit as well as a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

<u>Ahner Commercial & Supply</u>	<u>10/28/2020</u>
Name of Enterprise	Date
<u>Rosalyn Ahner</u>	<u>Rosalyn Ahner CFO</u>
Signature	Typed Name and Title

* A copy of this proposal must be forwarded by the local governments to the affected Board of Education along with notice of the meeting date on which the local government will review the proposal. Notice must be given a minimum of fourteen (14) days prior to the scheduled meeting to permit the Board of Education to appear and/or comment before the legislative authorities considering the request.

** Attach to Final Enterprise Zone Agreement as Exhibit A

Please note that copies of this proposal must be included in the finalized Enterprise Zone Agreement and be forwarded to the Ohio Department of Taxation and the Ohio Development Services Agency within fifteen (15) days of final approval.

b. Business's reasons for requesting tax incentives (be quantitatively specific as possible)

Building is run down and needs major repair (the
current property) There is a tremendous amount
of work to bring the property up to our use. \$10,000.00
a year in taxes is not conducive to making
the repair

Submission of this application expressly authorizes (name of the local jurisdiction) and/of (name of county) to contact the Ohio Environmental Protection Agency to confirm statements contained within this application including item #7 and to review applicable confidential records. As part of this application, the business may also be required to directly request from the Ohio Department of Taxation or complete a waiver form allowing the Ohio Department of Taxation to release specific tax records to the local jurisdictions considering the incentive request.

Applicant agrees to supply additional information upon request.

The applicant affirmatively covenants that the information contained in and submitted with this application is complete and correct and is aware of the ORC Sections 9.66(C)(1) and 2921.13(D)(1) penalties for falsification which could result in the forfeiture of all current and future economic development assistance benefit as well as a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

<u>RDMJD, LLC</u>	<u>2-12-2021</u>
Name of Enterprise	Date
<u>Rosalyn Ahner Mgr.</u>	<u>Rosalyn Ahner Mgr.</u>
Signature	Typed Name and Title

* A copy of this proposal must be forwarded by the local governments to the affected Board of Education along with notice of the meeting date on which the local government will review the proposal. Notice must be given a minimum of fourteen (14) days prior to the scheduled meeting to permit the Board of Education to appear and/or comment before the legislative authorities considering the request.

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DEPARTMENT OF COMMUNITY DEVELOPMENT

240 Columbus Ave
Sandusky, Ohio 44870
419.627.5707
www.ci.sandusky.oh.us

To: Eric L. Wobser, City Manager

From: Jonathan Holody, Community Development Director

Date: March 10, 2021

Subject: Commission Agenda Item – Sale of Property of Lot Split “A” of Parcel 56-00985.000

Items for Consideration: Legislation authorizing the City Manager to enter into a Purchase and Sale Agreement (the “Agreement”) with Eduardo & Jennifer Torres (the “Buyer”) for the sale of Lot Split “A”, Permanent Parcel Number 56-00985.000, located at 430 E. Market Street (the “Property”).

Background Information: The development site has been owned by the City since 2009 and targeted for new single-family residential development. Lot Split “C” was sold last year to Ronald and Warrenette Parthemore.

Eduardo and Jennifer Torres seek to purchase Lot Split “A” for the construction of a new single family home. The fair market value of the subject parcel has been determined to be \$10,790.00 due to the presence of environmental contamination, which is estimated to cost \$29,210.00 to remediate, and redevelopment restrictions requiring the construction of a new home within four years of property transfer.

The terms of the sale require a \$5,000.00 earnest deposit required within 5 days of execution of the Purchase and Sale Agreement and the balance paid at the time of transfer. There is a traditional split of closing costs.

Budgetary Information: The sales price per the Agreement is \$10,790.00. All sales proceeds will be deposited into the Real Estate Development Fund.

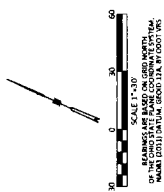
Action Requested: It is requested that legislation be passed approving the Agreement between the City and Eduardo and Jennifer Torres and for the City Manager to be permitted to execute any and all documents to effectuate the transfer. Further it is requested that the legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to ensure closing on the property in a timely manner.

I concur with this recommendation:

Eric L. Wobser
City Manager

Jonathan Holody
Community Development Director

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



SET	FOUND	DESCRIPTION
●	○	IRON PIN (ROD)
●	○	IRON PIPE
▲	◆	MAG NAIL
⊠	⊞	MONUMENT BOX
⊠	⊞	DRILL HOLE
(C)	(M)	MEASURED
(P)	(C)	CALCULATED
(R)	(S)	SURVEY

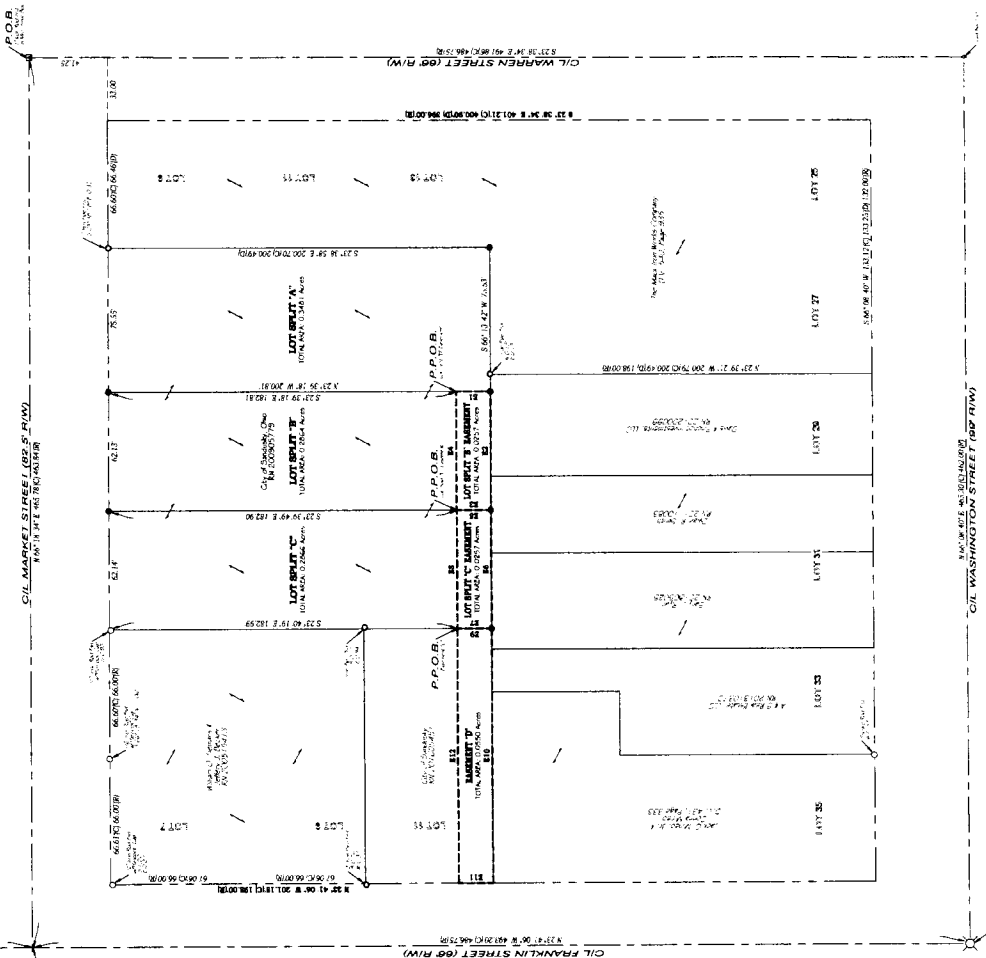
ALL 40" IRON PINS SET ARE 30" LONG REBAR WITH YELLOW PLASTIC CAPS STAMPED "C.D. ENG #450 & B017"

REFERENCES
 Erie County Survey Records
 Survey by Daniel E. Hartung, Jr. for Mack Iron Works, Co.
 Dated: December, 1987
 Erie County Deed Records
 Volumes and Pages as Indicated

LOT SPLIT BY RASSEMBLY LINE TABLE		
LINE	MEASING	DISTANCE
R1	6 23' 39" 13' E	18.00'
R2	6 66' 13' 42' W	62.10'
R3	6 23' 39' 46" W	18.00'
R4	6 66' 13' 42' E	62.10'

LOT SPLIT "C" BARRINGTON LANE TOWN		
LINE	BEARING	DISTANCE
25	S 23° 39' 46" E	18.00'
26	S 66° 13' 47" W	62.11
27	N 23° 40' 19" W	18.00'
28	N 66° 13' 48" E	62.11

EASHERT 17 LINE TABLE		
LINE	REMARKS	DISTANCE
30	S 23° 40' 19" E	18.00'
310	S 66° 13' 43" W	133.16'
311	S 23° 41' 08" E	18.00'
312	S 66° 13' 43" E	133.16'



Easement Plat for
THE CITY OF SANDUSKY
Being part of Lot 11 on Franklin Street and
part of Lot 13 on Warren Street
Block 29, Ward 1, City of Sandusky, Erie County,
Fingert's Connecticut Western Reserve, State of Ohio


CONTRACTORS
DESIGN ENGINEERING
 CONSULTING ENGINEERS & SURVEYORS
 NORTON, OHIO

SCALE:	DATE:	BY:	APP'D:	DATE:	BY:
1" = 30'	OCTOBER, 2020	DA	DA	2020	DA

ORDINANCE NO. _____

AN ORDINANCE DECLARING THAT A PORTION OF CERTAIN REAL PROPERTY OWNED BY THE CITY LOCATED AT 430 E. MARKET STREET, SANDUSKY, AND IDENTIFIED AS PARCEL NO. 56-00985.000, IS NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE AND AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT TO SELL THE DESIGNATED REAL PROPERTY TO EDUARDO AND JENNIFER TORRES; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City Commission approved the purchase of the property located at 208 Franklin Street and 410 E. Market Street, Parcel Nos. 56-003480.000 and 56-00349.00 by Ordinance No. 20-106, passed on July 27, 2020, and this property, along with the City's adjoining properties located at 430 E. Market Street and 216 Franklin Street (formerly part of the Sandusky Cabinets property), were re-platted to create five (5) lots that would be accessed through a private alley maintained by the property owners; and

WHEREAS, this City Commission approved the sale of a portion of the property located at 430 E. Market Street, Parcel No. 56-00985.002 and referred to as Lot Split "C" at the purchase price of \$39,400.00 by Ordinance No. 20-175, passed on November 23, 2020; and

WHEREAS, the fair market value of Lot Split "A" was determined to be \$10,790.00 due to the presence of environmental contamination, which is estimated to cost \$29,210.00 to remediate; and

WHEREAS, the City desires to sell a portion of the property, referred to as Lot Split "A", to Eduardo and Jennifer Torres at the purchase price of \$10,790.00 and will be responsible for one-half of the closing costs and all proceeds from the sale will be deposited into the Real Estate Development 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 ensure closing on the property in a timely manner; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Department of Community Development, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **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 a portion of property located at 430 E. Market Street and identified as Parcel No. 56-00985.000, 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 pursuant to Section 25 of the Charter of this City.

Section 2. The City Manager is hereby authorized and directed to enter into a Purchase and Sale Agreement with Eduardo and Jennifer Torres for the sale of a portion of property located at 430 E. Market Street and identified as Parcel No. 56-00985.000, Sandusky, 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.

Section 3. The City Manager, Finance Director and Law Director are authorized and directed to take such other actions and measures as are incident to and reasonably necessary to effect the sale of a portion of property located at 430 E. Market Street and identified as Parcel No. 56-00985.000, Sandusky.

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 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: March 22, 2021

PURCHASE AND SALE AGREEMENT

This Agreement is made and entered into this ____ day of _____, 2021, by and between Eduardo and Jennifer Torres , husband and wife, whose tax mailing address is _____, Sandusky, Ohio 44870 and hereinafter referred to as the "Purchaser" and the City of Sandusky, Ohio, a municipal corporation and political subdivision duly organized and validly existing under the Constitution and laws of the State of Ohio, whose tax mailing address is 240 Columbus Avenue, Sandusky, Ohio 44870 and hereinafter referred to as "Seller."

WITNESSETH:

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

1. The Seller agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Seller, the unaddressed vacant land whose Permanent Parcel Number is 56-00985.000, described as Lot Split "A" at 430 E. Market Street, Sandusky, Ohio, and more fully described in the legal description marked Exhibit "A" attached to this Agreement and specifically incorporated as if fully rewritten herein, the legal description of which will be set forth in the deed transferring ownership of said premises, subject to all restrictive covenants and easements, which shall run with the land.

2. The total purchase price for the premises is \$10,790.00 payable at closing.

3. Within five (5) days of execution of this Agreement, Purchaser shall deposit \$5,000.00 with the escrow agent handling the transaction.

4. The Seller shall furnish quit-claim deed conveying to Purchaser the property.

5. Within thirty (30) days after acceptance of this Agreement, the Purchaser shall obtain a title examination or commitment for an owner's policy of title insurance insuring Purchaser's title to the Property. The Purchaser shall furnish a copy of the examination report or commitment to the Seller. If the examination report or commitment shows that title to all or part of the Property is unmarketable, as determined by Ohio

law, or is subject to any defect, lien or encumbrance that is not a Permitted Encumbrance, the Purchaser shall notify the Seller of its objections within the thirty (30) day period or the same will have been deemed waived by the Purchaser. To the extent the Purchaser's objections involve monetary liens, Seller shall, upon receipt of the Purchaser's objections, promptly undertake and complete prior to the closing all actions necessary to satisfy and eliminate the liens. If Seller elects not to remedy or remove the defect or encumbrance or is unable to do so, the Purchaser's sole remedy shall be to elect either to (i) waive the defect or encumbrance and accept such title to the Property as Seller is able to convey or (ii) terminate this Agreement. The Purchaser shall so elect by delivering written notice to Seller on or before the date of the closing, and if the Purchaser fails to give such notice, it shall be deemed to have exercised election (i). If the Purchaser terminates the Agreement as provided in clause (ii), both the Purchaser and the Seller shall be released from all obligations under this Agreement, and the Deposit shall be returned to the Purchaser. All costs of the title examination or title insurance commitment and policy shall be paid for by the Purchaser.

6. Purchasers agree to construct one (1) single-family residential dwelling on the Property. Purchaser further agrees to not install a vehicular access drive with egress to Market Street. Commencement of construction of the single-family residential dwelling shall occur within four (4) years from purchase of the Property and construction of the residential dwelling shall be completed within twelve (12) months of start of construction. If the Purchasers fail to commence or complete construction within the time periods required herein, the Seller shall have the right to re-enter and take possession and title to the Property together with all improvements made or erected shall automatically be forfeited and revert to and vest in the City of Sandusky.

7. Purchasers, and their successors in title, shall not be eligible to receive funding through the Sandusky Housing Development and Beautification Program for use at the Property.

8. The closing date of this transaction shall be no later than June 30, 2021 or at such other time as may be mutually agreed upon, in writing, by the parties. The escrow agent herein shall be Hartung Title Agency 327 East Washington Street, Sandusky, Ohio 44870. All funds and documents required to close this transaction shall be deposited with said escrow agent on or before closing date. An executed counterpart of this Agreement shall be deposited with the escrow agent by the Purchaser and this Agreement shall serve as the escrow instructions. The escrow agent may attach its standard conditions of acceptance thereto; provided, however, that in the event such standard conditions are inconsistent or in conflict with the terms of this Agreement, this Agreement shall control.

9. 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.

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

In closing this transaction, the escrow agent shall charge the Seller with the following costs of this transaction:

- a. The cost of any real estate transfer tax on file;
- b. One-half of the escrow fees.

In closing this transaction, the escrow agent shall charge the Purchaser with the following costs of this transaction:

- a. The cost of filing the deed for record;

- b. One-half of the escrow fees;
- c. The cost for the title examination and insurance policy in the amount of the purchase price; and

11. Purchaser shall be entitled to possession of the premises upon the closing of this transaction or at such later date as may be agreed to by the purchaser but in no event shall possession by the Purchaser take place later than June 30, 2021.

12. In the event that the Purchaser breaches this Agreement by not closing this transaction on or before June 30, 2021 or at other time in which both parties mutually agree to, any earnest money deposit shall be immediately paid to the Seller, which payment may be treated as liquidated damages (the precise amount of damages being difficult or impossible to ascertain).

13. The Purchasers have examined the Property, has had the opportunity to fully inspect and ask questions about conditions of the same, and acknowledge that they are accepting the Property "AS IS" subject to no warranties as of the date of the execution of this Agreement and that there have been no representations by the Seller as to the condition of the Property or the fitness of the Property for Purchasers' intended use.

14. The Purchasers agree to indemnify, defend, release, reimburse, and hold harmless the City from any and all liability, damages, losses, and claims that arise under any environmental law with respect to the Property, or arise from any threatened or suspected presence or release of materials of environmental concern at, on, under or from the Property.

15. This Agreement sets forth the entire and understanding between the parties with respect to the subject matter hereof, and no agreements or understandings nor any representations concerning the same shall be binding upon the parties unless specifically set forth herein.

16. The Agreement may be executed in multiple counterparts each of, which shall be deemed

an original, but all of which together shall constitute one and the same instrument.

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

SIGNATURE PAGES TO FOLLOW

DRAFT

IN WITNESS WHEREOF, the parties have hereunto set their hands on the dates indicated below:

PURCHASERS:

EDUARDO TORRES

JENNIFER TORRES

State of Ohio)

) SS:

County of Erie)

Before me a Notary Public for the State of Ohio, appeared the above named, Eduardo and Jennifer Torres, who acknowledged that they signed the foregoing instrument and that the signing was a free act.

IN TESTIMONY WHEREOF, I have hereto subscribed my name and affixed my seal this day of _____, 2021.

Notary Public: _____

My Commission Expires: _____

SELLER:

ERIC L. WOBSER, CITY MANAGER

State of Ohio)
County of Erie) ss:

Before me a Notary Public for the State of Ohio, appeared the above named, Eric L. Wobser, City Manager of the City of Sandusky, who acknowledged that he signed the foregoing instrument and that the signing was a free act.

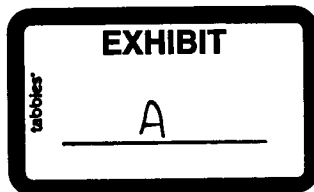
IN TESTIMONY WHEREOF, I have hereto subscribed my name and affixed my seal this day of _____, 2021.

Notary Public: _____

My Commission Expires: _____

Instrument prepared by:

Brendan L. Heil (#0091991)
Law Director
City of Sandusky



***Contractors Design Engineering
Consulting Engineers and Surveyors
1623 Old State Road, Norwalk, Ohio 44857***

**Legal Description For:
The City of Sandusky
Lot Split "A"
0.3481 Acres**

Being part of Lots 9, 11 & 13 on Warren Street, Block 29, Ward 1, City of Sandusky, Erie County, Firelands Connecticut Western Reserve, State of Ohio, and further particularly described as follows:

Beginning at a 1" iron rod found in a monument box at the intersection of the centerlines of Market Street (82.5' R/W) and Warren Street (66' R/W); Thence South 23° 38' 34" East, along the centerline of Warren Street, a distance of 41.25 feet to a point; Thence South 66° 18' 34" West, along the south right-of-way line of Market Street, a distance of 99.60 feet to a point at a northwest corner of land now or formerly owned by The Mack Iron Works Company as recorded in Deed Volume 540, Page 935, referenced by a 1" iron pipe found South 23° 38' 58" East, a distance of 0.35 feet and being the principal place of beginning;

1. Thence South 23° 38' 58" East, along a west line of said The Mack Iron Works Company's land, a distance of 200.70 feet to a 5/8" iron rod set at the south line of Lot 13 on Warren Street, the northwest corner of Lot 25 on Washington Street (99' R/W) and the northeast corner of Lot 27 on Washington Street;
2. Thence South 66° 13' 42" West, along the north lines of said The Mack Iron Works Company's land and land now or formerly owned by Davis & Pinchot Investments, LLC (in Lot 29 on Washington Street) as recorded in RN 201200099 of the Erie County Recorder's Office, a distance of 75.53 feet to a 5/8" iron rod set;
3. Thence North 23° 39' 18" West, a distance of 200.81 feet to a 5/8" iron rod set at the south right-of-way line of Market Street;
4. Thence North 66° 18' 34" East, along the south right-of-way line of Market Street, a distance of 75.55 feet to the principal place of beginning and containing 0.3481 acres of land more or less, but subject to all legal highways, easements and restrictions of record.

Bearings are based on Grid North of the Ohio State Plane Coordinate System, NAD83 (2011) Datum, Geoid 12A, by ODOT VRS.

Prior Deed Reference: RN 200905779

All 5/8" iron rods set are 30" long rebar with yellow plastic caps stamped "C.D. ENG 8456 & 8512".

This description was prepared by Contractors Design Engineering, (Consulting Engineers and Surveyors, Norwalk, Ohio) in October, 2020 per Alexander B. Etchill, Registered Surveyor No. 8512 from an actual survey performed May, 2020 on the premises by Contractors Design Engineering.

