



**SANDUSKY CITY COMMISSION
REGULAR SESSION AGENDA
APRIL 12, 2021 AT 5 P.M.
CITY HALL, 240 COLUMBUS AVENUE**

INVOCATION	Naomi Twine
PLEDGE OF ALLEGIANCE	
CALL TO ORDER	
ROLL CALL	W. Poole, B. Harris, D. Murray, D. Brady, N. Twine, M. Meinzer & D. Waddington
APPROVAL OF MINUTES	March 22, 2021
AUDIENCE PARTICIPATION	
COMMUNICATIONS	Motion to accept all communications submitted below
CURRENT BUSINESS	

CONSENT AGENDA ITEMS

ITEM A – Submitted by Stuart Hamilton, IT Manager

DISPOSAL OF KRONOS TIMECLOCKS (SECOND 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 B – Submitted by Michelle Reeder, Finance Director

SUBMERGED LANDS LEASE PAYMENT FOR THE CHESAPEAKE LOFTS

Budgetary Information: This submerged land lease is payable by the City of Sandusky as the lease holder. The Chesapeake Lofts Condo Association will reimburse the City for the cost of the lease. ODNR does not allow a sub-lease holder to make a Submerged Land Lease payment on the City's behalf.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the city manager to make payment to the Ohio Department of natural Resources (ODNR), Office of Coastal Management for rental payment on Submerged Lands Lease File No. SUB-2119B-ER for the period of April 1, 20221, through March 31, 2022; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM C – Submitted by Stuart Hamilton, IT Manager

AGREEMENT WITH WONDERWARE NORTH FOR SUPPORT AND MAINTENANCE SERVICES WITH SCADA SOFTWARE

Budgetary Information: The cost for this support and maintenance agreement for a 36-month period will be \$42,855 and will be paid with funds from the Sewer operating budget.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing payment to Wonderware North (Q-Mation) of Horsham, Pennsylvania, for a three (3) year renewal of the customer first support program for the Supervisory Control and Data Acquisition (SCADA) software at the Wastewater Treatment Plant (WWTP) for the period of May 23, 2021, through May 22, 2024; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM D – Submitted by Chief Green, Acting Fire Chief

PERMISSION TO APPLY FOR GRANT TO THE OHIO DEPARTMENT OF PUBLIC SAFETY FOR THE FIRE DEPARTMENT

Budgetary Information: There is no budgetary impact. This grant if awarded is 100% funded by the Ohio Emergency Medical Services Grant through the Ohio Department of Public Safety.

RESOLUTION NO. _____: It is requested a resolution be passed approving and ratifying the submission of a grant application for the 2021-2022 Ohio Emergency Medical Services (EMS) grant program through the Department of Public Safety for the Sandusky Fire Department; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM E – Submitted by Jason Werling, Recreation Superintendent

PERMISSION TO APPLY FOR ERIE METROPARKS GRANT BY THE RECREATION DEPARTMENT

Budgetary Information: The Sandusky Recreation Department is applying for two of the three levels of grant funding with priority to the mid-level.

Category 1 (Up to \$1,000)- Funds to assist in the Jaycee Park Baseball & Basketball Court improvements scheduled for late-summer 2021.

Category 2 (between \$1,000 and \$3,000)- No grant funding requested at this level.

Category 3 (Over \$3,000)- Funds to assist in the addition of paved cart paths at Mills Creek Golf Course to improve the year-round safety and accessibility during golf play and off-season use for walkers, runners and users of the sledding hill. Request not to exceed \$10,000.

RESOLUTION NO. _____: It is requested a resolution be passed authorizing the submission of a grant application to the Erie MetroParks Board of park Commissioners for financial assistance through the 2021 Local Park Capital Improvement Grant Program for the Recreation Department; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM F – Submitted by Jason Werling, Recreation Superintendent

PRIORITY USE AGREEMENT WITH TRAVELERS BASEBALL ACADEMY FOR JAYCEE PARK SOUTH

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

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a license agreement with Sandusky Travelers Baseball Academy for priority use of Rather Field located at Jaycee Park South for their baseball program beginning April 1, 2021, through October 31, 2021; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM G – Submitted by Jason Werling, Recreation Superintendent

PRIORITY USE AGREEMENT WITH AMVETS BASEBALL LEAGUE FOR AMVETS PARK ERIE BLACKTOP FIELD

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

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a license agreement with Sandusky Amvets Baseball League for priority use of Erie Blacktop Field and the concession stand located at Amvets Park and fields #1, #2, & #3 and the concession stand and storage shed located at Sprau Park for the Sandusky Amvets Baseball league program beginning May 1, 2021, through July 31, 2021; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM H – Submitted by Jason Werling, Recreation Superintendent

PRIORITY USE AGREEMENT WITH LADY LIGHTNING FAST PITCH FOR DORN PARK FIELDS

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

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a license agreement with Lady Lightning Fast Pitch League for priority use of fields #1, #2 & #6 located at Dorn Community Park for their girls softball program beginning May 1, 2021, through October 31, 2021; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM I – Submitted by Jason Werling, Recreation Superintendent

PRIORITY USE AGREEMENT WITH PANTHER BASEBALL CLUB FOR KIWANIS PARK

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

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a license agreement with Panther Baseball Club for priority use of the Kiwanis Park Ball Field located at 2227 First Street, Sandusky, Ohio for the Firelands Interleague Baseball League program beginning April 1, 2021, through July 15, 2021; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM J – Submitted by Jason Werling, Recreation Superintendent

AMENDING PRIORITY USE AGREEMENT WITH SANDUSKY CENTRAL CATHOLIC SCHOOL FOR DORN PARK

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

ORDINANCE NO. _____: It is requested an ordinance be passed amending the license agreement with Sandusky Central Catholic School for priority use of Fields #3, #4, #5 & #9 located at Dorn Community park for the Sandusky Central Catholic High School Baseball and Softball programs beginning March 1, 2020; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM K – Submitted by Debi Eversole, Community Development Programs Administrator

PERMISSION TO ACCEPT THREE PARCELS INTO THE LAND BANK PROGRAM

Budgetary Information: The cost of these acquisitions will be minimal. Any normal expenses to acquire these parcels will be paid out of the Land Bank expense account and will be recouped upon sale of the properties. The City will not collect the approximately \$493 owed to the City in special assessments, nor will the taxing districts collect the approximately \$6,008 owed in delinquent taxes. However, all or part of these delinquencies may be recouped and reimbursed upon the sale of the parcels. As the properties are put back into tax producing status, the taxing districts will once again begin collecting real estate taxes of approximately \$4,276.

RESOLUTION NO. _____: It is requested a resolution be passed approving and accepting certain real property for acquisition into the Land Reutilization Program; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM L – Submitted by Debi Eversole, Community Development Programs Administrator

AGREEMENT WITH ERIE COUNTY FOR COMMUNITY HOUSING IMPACT AND PRESERVATION (CHIP) PARTNERSHIP

Budgetary Information: There is no impact on the City’s General Fund. All of the projects in the program will be paid for through CHIP grant funds.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a partnership agreement between the City of Sandusky, the Board of Erie County Commissioners, the City of Huron, and the City of Vermilion relating to the Community Housing Impact and Preservation (CHIP) Program; approving the submission of a grant application by the Board of Erie County Commissioners on behalf of the City of Sandusky, Erie County, the City of Huron, and the City of Vermilion for financial assistance from the program year 2021 Community Housing Impact and Preservation (CHIP) Program through the Ohio Development Services Agency’s Office of Community Development; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM M – Submitted by McKenzie Spriggs, Commission Clerk

NEW LIQUOR PERMIT FOR PADDLE AND CLIMB

Budgetary Information: There is no budgetary impact.

The city is in receipt of a Notice to Legislative Authority from the Ohio Division of Liquor Control for a D2 liquor permit (*wine and mixed beverages for on premises consumption or in original sealed containers for carryout only until 1 a.m.*) for Paddle and Climb LLC, located at 305 E. Water Street. It is requested the Commission Clerk be authorized to notify the Division of Liquor Control the City does not request a hearing on this matter.

ITEM N – Submitted by McKenzie Spriggs, Commission Clerk

NEW LIQUOR PERMIT FOR WAKE UP AND WAFFLE

Budgetary Information: There is no budgetary impact.

The city is in receipt of a Notice to Legislative Authority from the Ohio Division of Liquor Control for a D5J liquor permit (*community entertainment district*) for Wake Up and Waffle, located at 131 E. Market Street. It is requested the Commission Clerk be authorized to notify the Division of Liquor Control the City does not request a hearing on this matter.

REGULAR AGENDA ITEMS

ITEM #1 – Submitted by Jonathan Holody, Community Development Director

PURCHASE AND SALE OF LAND BANK PROPERTIES AT COLD CREEK CROSSING (SECOND READING)

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.

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 #2 – Submitted by Debi Eversole, Community Development Programs Administrator

GRANT AGREEMENT WITH CASE DEVELOPMENT

Budgetary Information: The City will be responsible for providing a total of \$22,500 in grant proceeds from the Community Development Capital Projects Fund on a reimbursable basis in the amount of \$7,500 at a time with the receipt of Certificate of Occupancy for the completion of each of the last 3 units.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and approving a grant in the amount of \$22,500 through the Housing Development and Beautification grant program to Case Development, LLC, in relation to the property located at 409 W. Water Street; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM #3 – Submitted by McKenzie Spriggs, Commission Clerk

EXPENDITURE FOR STAGELINE SL100 MOBILE STAGE

Budgetary Information: The total cost of the Stageline SL100 Mobile Stage is \$135,176 and will be paid entirely from funds donated for this purpose. Funds will be held in the Jackson Street Pier amenities account.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to expend the funds for the purchase of a Stageline SL100 mobile stage from Stageline Mobile Stage Inc. of L’Assomption, Quebec, Canada, for the Jackson Street Pier; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM #4 – Submitted by McKenzie Spriggs, Commission Clerk

EXPENDITURE FOR PORTABLE LED SCREEN

Budgetary Information: The total cost of the Portable LED Screen and accessories is \$130,435 and will be paid entirely from funds donated for this purpose. Funds will be held in the Jackson Street Pier amenities account.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to expend the funds for the purchase of a portable LED screen from LED3, LLC, of Canfield, Ohio, for the Jackson Street Pier; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM #5 – Submitted by McKenzie Spriggs, Commission Clerk

AGREEMENTS WITH MYLANDER FOUNDATION, ERIE COUNTY COMMUNITY FOUNDATION, FIRELANDS REGIONAL HEALTH SYSTEM, & CIVISTA BANK FOR NAMING RIGHTS OF THE JACKSON STREET PIER AMENITIES

Budgetary Information: There is no budgetary impact.

(1) ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a naming rights agreement with the Mylander Foundation relating to the Pavilion at the Jackson Street Pier; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

(2) ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a naming rights agreement with the Erie County Community Foundation relating to a mobile stage at the Jackson Street Pier; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

(3) ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a naming rights agreement with Firelands Regional Health System relating to a portable LED screen at the Jackson Street Pier; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

(4) ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a naming rights agreement with Civista Bank relating to an ice skating rink at the Jackson Street Pier; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

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

AGREEMENT WITH NORFOLK SOUTHERN RAILWAY COMPANY FOR DESIGN SERVICES FOR THE SANDUSKY BAY PATHWAY

Budgetary Information: Payment for this design is outside of the scope of services for EDG as EDG is not permitted to complete design of the railway crossing. The total cost is \$50,421 and will be paid initially from the Capital Projects Fund. Fees for this work are non-negotiable. The City intends to incorporate this project into the long-term notes that will be reimbursed from proceeds from various Tax Incremental Financings (TIF’s) that were set up to pay for the various pathway projects. Staff will continue to investigate various funding opportunities for construction of these features.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement for professional design services with Norfolk Southern Railway Company for the Sandusky Bay Pathway; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM #7 – Submitted by Scott Kromer, Street & Utilities Superintendent

PURCHASE OF FREIGHTLINER M2-106 CAB & CHASSIS TRUCK

Budgetary Information: The total cost for one (1) 2022 Freightliner M2 106 Cab & Chassis shall not exceed \$82,418 and will be paid from Capital Water Funds. This purchase will be included in the Capital Improvement Plan.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to purchase a 2022 Freightliner M2-106 Cab & Chassis Truck from Valley Freightliner, Sterling & western Star, Inc. of Parma, Ohio, through the State of Ohio Department of Transportation Cooperative Purchasing Program for the Water Distribution Division; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM #8 – Submitted by Scott Kromer, Street & Utilities Superintendent

PURCHASE OF TWO FORD F-350 TRUCKS

Budgetary Information: The total cost for two (2) 2022 Ford F-350 Trucks shall not exceed \$83,594 and will be paid for using Capital Water & Sewer funds. These purchases will be included in the Capital Improvement Plan.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to purchase two (2) 2022 Ford F-350 trucks from Middletown Ford of Middletown, Ohio, through the State of Ohio Department of Administrative Services Cooperative Purchasing program for the Water Distribution and Sewer Maintenance Divisions; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM #9 – Submitted by Josh Snyder, Assistant City Engineer

PERMISSION TO BID 2021 SEWER LINING PROJECT

Budgetary Information: The estimated cost of the project, including engineering and inspection is \$347,900.00 and will be paid with Sewer Funds.

RESOLUTION NO. _____: It is requested a resolution be passed declaring the necessity for the city to proceed with the proposed 2021 Sewer Lining 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.

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” 



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

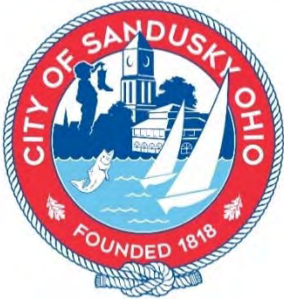
Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

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: April 12, 2021 (effective after 30 days)



FINANCE DEPARTMENT

240 Columbus Avenue

Sandusky, Ohio 44870

419.627.5776

www.cityofsandusky.com

TO: Eric L. Wobser, City Manager
FROM: Michelle Reeder, Finance Director
DATE: March 23, 2021
RE: Commission Agenda Item

ITEM FOR CONSIDERATION:

City Commission approval of an ordinance authorizing payment in the amount of \$13,764.34 to the Ohio Department of Natural Resources (ODNR) for submerged land lease SUB-2119B-ER, the Chesapeake Lofts, for the period of April 1, 2021 to March 31, 2022.

BACKGROUND INFORMATION:

This Submerged Lands Lease is payable by the City of Sandusky as the leaseholder. The Chesapeake Lofts Condominium Association, Mid-States Development Corporation's assigned sub-lessee, will reimburse the City for the cost of the lease payment pursuant to Submerged Lands Lease Agreement SUB-2119B-ER.

BUDGETARY INFORMATION:

This submerged land lease is payable by the City of Sandusky as the lease holder. The Chesapeake Lofts Condo Association will reimburse the City for the cost of the lease. ODNR does not allow a sub-lease holder to make a Submerged Land Lease payment on the City's behalf.

ACTION REQUIRED:

It is requested that the City Commission enact the ordinance and have it take immediate effect under Section 14 of the City Charter in order to make timely payment to the Ohio Department of Natural Resources.

I concur with this recommendation:

Eric Wobser

City Manager

Michelle Reeder

Finance Director

CC: Brendan Heil, Law Director

CERTIFICATE OF FUNDS

In the Matter of: Submerged Land Lease - Chesapeake

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 # 110-7900-53006

By: _____



Michelle Reeder

Finance Director

Dated: 3/30/2021



Ohio Department of Natural Resources

MIKE DEWINE, GOVERNOR

MARY MERTZ, DIRECTOR

March 11, 2021

City of Sandusky
Attn: Megan E. Stookey, Dept of Public Works
240 Columbus Avenue
Sandusky, Ohio 44870

RE: Lake Erie Submerged Lands Lease File Number SUB-2119B-ER

Dear Lessee:

As requested, enclosed is invoice DNRSL21075 for the annual rent due for the above-referenced Submerged Lands Lease. The invoice is for Lease year 04/01/2021 through 03/31/2022.

Please return page 2 of the enclosed invoice along with payment payable to Ohio Treasurer of State to: The Ohio Department of Natural Resources, Office of Coastal Management, 1031 Pierce Street, Suite A, Sandusky, Ohio 44870.

Please contact me if you have any questions or need further assistance.

Sincerely,

Deborah L. Beck

Deborah L. Beck, P.E.
Assistant Chief
Deborah.Beck@dnr.ohio.gov
(419) 609-4112

Attachment

ec: Scudder D. Mackey, Ph.D., Chief, Office of Coastal Management
cc: File

OFFICE OF COASTAL MANAGEMENT

1031 PIERCE STREET, SUITE A, SANDUSKY, OH 44870 419-626-7980 / (888) 644-6267 | COASTAL.OHIODNR.GOV

State of Ohio - Ohio Dept of Natural Resources
Submerged Lands Lease Invoice

Please Remit To:
1031 Pierce St., Ste. A
Sandusky OH 44870

Page: 1
Invoice No: DNRSLL21075
Consolidated Invoice No:
Invoice Date: 03/02/2021
Customer Number: SUB-2119B-ER001
Payment Terms: NET 30
Due Date: 04/01/2021

Bill To:
City of Sandusky
Attn: Megan E. Stookey, Dept of Public Works
240 Columbus Ave
Sandusky OH 44870

AMOUNT DUE: 13,764.34 USD

Make Checks Payable To: Ohio Treasurer of State
Billing Service Period: From 01-APR-2021 To 31-MAR-2022
For billing questions, please call or email (419) 626-7980
To ensure proper payment processing, please be sure the invoice number is on all payments.

Line	Adj	Identifier	Description	Quantity	UOM	Unit Amt	Net Amount
Purchase Order			Contract Number	From Date	To Date		
1		SLL LEASE		1.00	EA	13,764.3400	13,764.34
				04/01/21	03/31/22		
SUBTOTAL:							13,764.34
TOTAL AMOUNT DUE :							13,764.34

Lease Periods: 4/1/2021 - 3/31/2022

Rent for one (1) billing period at \$13,764.34.

Please remit 2nd copy of invoice with your payment.

STANDARD

ENGINEERING
MAR 16 2021
CITY OF SANDUSKY

Original

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO MAKE PAYMENT TO THE OHIO DEPARTMENT OF NATURAL RESOURCES (ODNR), OFFICE OF COASTAL MANAGEMENT FOR RENTAL PAYMENT ON SUBMERGED LANDS LEASE FILE NO. SUB-2119B-ER FOR THE PERIOD OF APRIL 1, 2021, THROUGH MARCH 31, 2022; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City of Sandusky is the Lessee of a Submerged Lands Lease, File No. SUB-2119B-ER, for the submerged land which is part of the Chesapeake Lofts and as the Lessee, is responsible for all terms and conditions contained in the Submerged Lands Lease, including any annual rent; and

WHEREAS, as part of the agreement with Mid-States Development Corporation, the cost for the annual Submerged Lands Lease rental payment is to be reimbursed by Mid-States to the City; and

WHEREAS, the total cost for Submerged Lands Lease File No. SUB-2119B-ER, as reflected on the current unpaid invoice, is \$13,764.34 and will initially be paid by the City and then reimbursed by the Chesapeake Lofts Condominium Association, Mid-States Development Corporation's assigned sub-lessee, in accordance with the Agreement; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to make payment in a timely manner to the Ohio Department of Natural Resources; and

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

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

Section 1. The City Manager and/or Finance Director is authorized and directed to make payment to the Ohio Treasurer of State as requested by the Ohio Department of Natural Resources (ODNR), Office of Coastal Management, Sandusky, Ohio, for rental payment for Submerged Lands Lease File No. SUB-2119B-ER, for the period April 1, 2021, through March 31, 2022, in an amount **not**

to exceed Thirteen Thousand Seven Hundred Sixty Four and 34/100 Dollars (\$13,764.34), consistent with the invoice submitted to the City.

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: April 12, 2021



ADMINISTRATIVE SERVICES

240 Columbus Ave.
Sandusky, Ohio 44870

To: Eric Wobser, City Manager

From: Stuart Hamilton, I.T Manager

Date: March 25th, 2021

Subject: **Commission Agenda Item – Wonderware Support and Maintenance 2021-2024**

ITEM FOR CONSIDERATION: Requesting legislation authorizing the payment for a three-year agreement for support and maintenance services from Wonderware North (Q-mation), of Horsham, PA, for the period of May 23rd, 2021 through May 22nd, 2024.

BACKGROUND INFORMATION: We rely on Wonderware for our day-to-day management of the SCADA system and required reporting for the WWTP. This application is the Human Interface for the Plant staff that allows control of the equipment, while also logging detailed information for decision making and compliance reporting. This agreement is for support and maintenance which includes updates we require to stay current each year with our support and maintenance agreement.

Our support and maintenance agreement provides us with technical support and software updates for our software, and training to ensure we use our product in the most effective way. By purchasing the three-year agreement, we have locked in current year pricing for the term of the agreement and we will not have to pay concurrent year on year increases which can be close to 10% in some years.

BUDGETARY INFORMATION: The cost for this support and maintenance agreement for a 36-month period will be \$42,855 and will be paid with funds from the Sewer operating budget.

ACTION REQUESTED: It is recommended that the proper legislation be prepared to enter into agreement with Wonderware North (Q-mation) to purchase one year of support and maintenance. It is requested that this legislation take effect in full accordance with Section 14 of the City Charter, to ensure no break in coverage and continued management of the plant.

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

CERTIFICATE OF FUNDS

In the Matter of: SCADA- Wonderware Support (3 years)

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

Account # 613-5420-53000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 4/8/2021

March 25, 2021

Company Name	Sandusky WWTP
Contact	Stuart Hamilton
Support Agreement ID	120956
Support Level	Standard
Effective Expiration Date	April 22, 2021
Reference	SanduskyWWTP_120956_Hall_05222021WCF_rev1

John:

Thank you for your investment in AVEVA products and participation in the **AVEVA Customer FIRST Support Program**. The Customer FIRST Support Program ensures that you continue to get the most value from your investment by providing access to software license upgrades along with convenient access to highly skilled resources to remedy any issues you experience as you install, fine-tune, and upgrade your AVEVA software. Through any phase of your application lifecycle, Customer First membership gives you the support, services, and resources you need to be successful.

AVEVA Customer FIRST includes the following benefits:

- Free software version upgrades, fixes, patches and service packs keep your AVEVA software current and secure, leveraging new features and ensuring that existing applications keep running
- Customer FIRST mobile app gives you a quick overview of your support and services agreement
- Access to award-winning live technical support, with expert assistance throughout the software lifecycle
- Software Utilities – Leverage a growing stable of software utilities, including: the Software Asset Manager, to quickly and easily track and manage your AVEVA software licenses and apply security and performance software updates at multiple locations; and the Customer FIRST Benefits Mobile App, to get a quick overview of your support and services agreement
- Optional Services and System Management – Enjoy access to a wide array of optional services and discounts, based on the needs of your business and your budget. *The exact features vary with the AVEVA software you own.*

PLUS with Premium and Elite memberships, enjoy the following additional benefits:

- Access to 24/7/365 technical support
- Up to 24 hours of expert guidance on best practices, from initial rollout through ongoing phases of your AVEVA installation through dedicated technical support consulting services
- Free Software License Replacements for damaged or lost licenses

Customer First Support Agreements will carry no "grace period" beyond a support agreement expiry date. If an agreement lapses, the customer has the following 30 days to renew with a mandatory 10% penalty fee. Beyond 30 days, renewal still requires a 10% penalty AND the agreement loses its license volume-based discount.

Customer FIRST Support Renewal

Effective Expiration Date: April 22, 2021
Agreement Expiration Date: May 22, 2021

Standard Level Support

The Effective Expiration Date is in advance to the Agreement Expiration Date to allow you time to process and execute purchase activity to avoid late fees.

The renewal quotation below is based on the attached list of licenses registered to your site. Please review license list below for accuracy and alert us of changes, upon which we will revise the proposal and official License List accordingly. Licenses not on the agreement will not be eligible for support/upgrades.

You have the flexibility to choose between Standard, Premium and Elite levels of support. Below is the price to maintain your current level of support – please let us know if you would like pricing on any alternate levels.

Part Number	Description	Price
WWCFS-2000-3YR	Wonderware Customer FIRST Agreement – Standard Level – Three Year	\$42,855

The Customer FIRST price is based on the number, type, and Wonderware's list price of licenses owned by the customer at the time the Customer FIRST fee is paid. The Customer First License Basis (value) will be calculated per Wonderware's Price List in effect for the year of participation. Any new licenses purchased during the upcoming years while the agreement is active will require an additional cost for support calculated by pro-rating the annual support cost for the license(s) from the purchase date to the final expiration date of the agreement.

Simply call or e-mail me if you have any questions.

Best Regards,

John Karabudak

Wonderware North
JKarabudak@wonderwarenorth.com

Reference WCF Support Agreement ID 120956 and address your order to Wonderware North (Q-mation)

Ordering Information

Q-mation DBA Wonderware North
425 Caredean Drive
Horsham, PA 19044

Email sales@wonderwarenorth.com
Fax (215) 675-9712
Phone (877) 900-4996

Terms & Conditions

1. Quotation is valid for 60 days from date of issue.
2. Quotation does not include any taxes. Tax exemption number must be on file or applicable taxes will be added.
3. Tax ID: 23-2549974
4. Payment terms are Net 30 Days
5. Software delivery is 1 – 2 weeks ARO
6. Transportation is prepaid and added
7. F.O.B. is Wonderware North, Horsham, PA

Customer First Support Agreements will carry no "grace period" beyond a support agreement expiry date. If an agreement lapses, the customer has the following 30 days to renew with a mandatory 10% penalty fee. Beyond 30 days, renewal still requires a 10% penalty AND the agreement loses its license volume-based discount.

Sandusky WWTP (Sandusky, OH) - License List

Part Number	Part Description	Software License Number
InTch-06-U-17	Upg, InTouch 2017 Runtime 60000 Tag with I/O	1106662-1
InTch-06-U-17	Upg, InTouch 2017 Runtime 60000 Tag with I/O	1106663-1
InTch-06-U-17	Upg, InTouch 2017 Runtime 60000 Tag with I/O	1106664-1
InTch-06-U-17	Upg, InTouch 2017 Runtime 60000 Tag with I/O	1106665-1
InTch-06-U-17	Upg, InTouch 2017 Runtime 60000 Tag with I/O	1106666-1
InTch-06-U-17	Upg, InTouch 2017 Runtime 60000 Tag with I/O	1106667-1
HstCit-01-U-17	Upg, Wonderware Historian Client Concurrent	1106670-1
WWCAL-11-U-16	Upg, WW CAL with MS CAL Runtime Single, SQL 2016 Std	1106671-1
DevStd-04-U-17	Upg, Dev Studio 2017 Unlim Unlim / 60000 / 500	1106672-1
56-00015	HMI Reports 3 Reports	1106673-0
OIServ-01-N-17	OI Servers Standard G-2.0	1929511-0
InTch-06-N-17	InTouch 2017 Runtime 60000 Tag with I/O	1951891-0
HstCit-01-N-17	Wonderware Historian Client Concurrent	1956238-0
HstCit-01-N-17	Wonderware Historian Client Concurrent	1956239-0
InTch-06-N-17	InTouch 2017 Runtime 60000 Tag with I/O	2084819-0
HstStd-03-N-17	Historian 2017 Standard, 5000 Tag	1106668-2
09-0070	Information Server Portal	1106669-0(part of 1106668)

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING PAYMENT TO WONDERWARE NORTH (Q-MATION) OF HORSHAM, PENNSYLVANIA, FOR A THREE (3) YEAR RENEWAL OF THE CUSTOMER FIRST SUPPORT PROGRAM FOR THE SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) SOFTWARE AT THE WASTEWATER TREATMENT PLANT (WWTP) FOR THE PERIOD OF MAY 23, 2021, THROUGH MAY 22, 2024; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Wastewater Treatment Plant runs Wonderware software to control its SCADA system, which is the monitoring and control system that allows operators to effectively run the facility and shows real-time information, including flows, chemicals, alarms, and many other parameters; and

WHEREAS, this City Commission authorized the City Manager to enter into an agreement with Rovisys, of Aurora, Ohio, to update the Wonderware Supervisory Control and Data Acquisition (SCADA) software at the Wastewater Treatment Plant (WWTP) by Ordinance No. 18-058, passed on March 12, 2018; and

WHEREAS, the Wonderware Customer FIRST Support Program provides support services including software upgrades and technical support; and

WHEREAS, the total cost for the three (3) year renewal of the support services is \$42,855.00 and 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 to allow payment to be made to Wonderware North (Q-mation) in a timely manner to ensure there are no breaks in coverage and continued management of the plant; and

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

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

Section 1. This City Commission hereby authorizes and directs the City Manager and/or Finance Director to make payment to Wonderware North (Q-mation) of Horsham, Pennsylvania, for a three (3) year renewal of the Customer FIRST Support Program for the Supervisory Control and Data Acquisition (SCADA) software at the Wastewater Treatment Plant (WWTP) for the period of May 23, 2021, through May 22, 2024, in an amount **not to exceed** Forty Two Thousand Eight Hundred Fifty Five and 00/100 Dollars (\$42,855.00).

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: April 12, 2021



FIRE DEPARTMENT

600 West Market Street
Sandusky, Ohio 44870

419.627.5822

Fire Prevention 419.627.5823

Fax 419.627.5820

www.ci.sandusky.oh.us

TO: Eric Wobser, City Manager
FROM: James Green, Interim Fire Chief
DATE: March 24, 2021
RE: Commission Agenda Item

ITEM FOR CONSIDERATION: Requesting legislation for the approval and ratification of the submission of a grant application for the 2021-2022 to The Ohio Department of Public Safety, Division of Emergency Medical Services.

BACKGROUND INFORMATION: The Sandusky Fire Department applies for this grant every year and is awarded different amounts of money each year. The funds if awarded will go towards the purchase of pediatric kits.

BUDGETARY INFORMATION: There is no budgetary impact. This grant if awarded is 100% funded by the Ohio Emergency Medical Services Grant through the Ohio Department of Public Safety. There is no matching funds.

ACTION REQUESTED: It is requested that the proper legislation be prepared to allow for the approval and ratification of the submission of the grant application to the Ohio Emergency Medical Services Grant Program through the Ohio Department of Public Safety. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City charter in order to ratify the submission of this grant which was submitted prior to the deadline of April 1, 2021. The City Manager notified the City Commission at their meeting on March 22, 2021, of the grant submission and it was approved by motion.

Approved:

I concur with this recommendation:

James Green, Interim Fire Chief

Eric Wobser, City Manager

Cc: John Orzech, Assistant City Manager
Brendan Heil, Law Director
Michelle Reeder, Finance Director
McKenzie Spriggs, Commission Clerk

RESOLUTION NO. _____

A RESOLUTION APPROVING AND RATIFYING THE SUBMISSION OF A GRANT APPLICATION FOR THE 2021-2022 OHIO EMERGENCY MEDICAL SERVICES (EMS) GRANT PROGRAM THROUGH THE DEPARTMENT OF PUBLIC SAFETY FOR THE SANDUSKY FIRE DEPARTMENT; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the purpose of the State Board of Emergency Medical, Fire, and Transportation Services Grant Program, administered by the Ohio Department of Public Safety, Division of Emergency Medical Services, is to improve and enhance EMS and trauma patient care in Ohio through the provision of grant funding for equipment, training, and research and the funding source for the grant program is fines levied in the State of Ohio for seat belt violations; and

WHEREAS, the EMS grant award year begins on July 1st and runs through June 30th and there are five types of EMS grants (Priorities 2 - 5) available and the amount awarded for each priority is determined by the State Board of Emergency Medical, Fire, and Transportation Services and by the amount of funds available during the award year; and

WHEREAS, the Sandusky Fire Department applies for this grant annually in which the priority distribution of available funds are defined by Section 4765.07 of the Ohio Revised Code; and

WHEREAS, the submission of the grant application was approved by the City Commission by motion at their regularly scheduled meeting on March 22, 2021; and

WHEREAS, the Sandusky Fire Department will use these funds, if awarded, for the purchase of pediatric kits; 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 ratify the submission of the grant application for the 2021-2022 Ohio Emergency Medical Services grant program which was submitted to the Ohio Department of Public Safety prior to the submission deadline of April 1, 2021; and

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

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

Section 1. This City Commission hereby approves and ratifies the submission of a grant application for the 2021-2022 Ohio Emergency Medical Services (EMS) Grant Program through the Ohio Department of Public Safety for pediatric kits for the Sandusky Fire Department and authorizes and directs the City Manager to lawfully expend funds consistent with the application and execute any grant agreements should they be awarded.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: April 12, 2021



RECREATION

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

To: Eric Wobser, City Manager
From: Jason Werling, Recreation Superintendent,
Date: March 23, 2021
Subject: Commission Agenda Item

ITEMS FOR CONSIDERATION: Requesting legislation approving the submission of a grant application to the Erie MetroParks 2021 Local Park Capital Improvement Grant Program for the Recreation Department.

BACKGROUND INFORMATION:

- Erie MetroParks Local Park Capital Improvement Grant Program occurs annually and includes three levels of grant funding: grants under \$1,000, grants between \$1,000-3,000 and grants requests higher than \$3,000.

BUDGETARY INFORMATION:

The Sandusky Recreation Department is applying for two of the three levels of grant funding with priority to the mid-level.

Category 1 (Up to \$1,000)- Funds to assist in the Jaycee Park Baseball & Basketball Court improvements scheduled for late-summer 2021.

Category 2 (between \$1,000 and \$3,000)- No grant funding requested at this level.

Category 3 (Over \$3,000)- Funds to assist in the addition of paved cart paths at Mills Creek Golf Course to improve the year-round safety and accessibility during golf play and off-season use for walkers, runners and users of the sledding hill. Request not to exceed \$10,000.

ACTION REQUESTED: It is requested that the proper legislation be prepared to allow for the approval of the application to be submitted to Erie MetroParks. It is further requested that this be passed to take immediate effect in accordance with Section 14 of the City Charter in order to immediately approve the submission of the grant application to Erie MetroParks Board of Park Commissioners by the deadline of April 23, 2021.

I concur with this recommendation.

Approved:

Jason Werling, Recreation Superintendent

Eric Wobser, City Manager

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE ERIE METROPARKS BOARD OF PARK COMMISSIONERS FOR FINANCIAL ASSISTANCE THROUGH THE 2021 LOCAL PARK CAPITAL IMPROVEMENT GRANT PROGRAM FOR THE RECREATION DEPARTMENT; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, funding for this Local park Capital Improvement Grant Program has been provided by the Erie MetroParks District Board of Park Commissioners as a component of the park District's property tax levy; and

WHEREAS, it was the consensus of the Board that a program of assistance to local public park/recreation agencies would allow each county resident to receive maximum benefit from his/her tax dollars by assuring greater accessibility to quality outdoor recreation areas and program funding is determined by the Park Board on an annual basis; and

WHEREAS, the Erie MetroParks Local Parks Capital Improvement Grant provides three (3) funding level categories as follows: Category 1 (less than \$1,000), Category 2 (\$1,000 up to \$3,000), and Category 3 (more than \$3,000); and

WHEREAS, the City of Sandusky desires to submit a grant application for funding available through the 2021 Erie MetroParks Local Park Capital Improvement Grant Program for the following projects:

- Category 1 funding for the Jaycee Park Baseball & Basketball Court improvements scheduled for late-summer 2021; and
- Category 3 funding for the addition of paved cart paths at Mills Creek Golf Course to improve the year-round safety and accessibility during golf play and off-season use for walkers, runners and users of the sledding hill; 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 grant application to the Erie MetroParks Board of Park Commissioners by the deadline of April 23, 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 Recreation, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio, finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Resolution** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter; and NOW, THEREFORE

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

Section 1. This City Commission hereby approves the submission of a grant application to the Erie MetroParks Board of Park Commissioners for financial assistance through the 2021 Local Park Capital Improvement Grant Program and agrees to cooperate for the purpose of increasing and improving outdoor recreation opportunities under the terms and conditions of the 2021 Local Park Capital Improvement Grant Program.

Section 2. This City Commission authorizes and directs the City Manager to provide all information and documentation required for possible financial assistance and to execute any grant agreements and lawfully expend funds consistent with the application and agreement should they be awarded.

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: April 12, 2021



RECREATION

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

To: Eric Wobser, City Manager

From: Jason Werling, Recreation Superintendent

Date: March 25, 2021

Subject: Commission Agenda Item

ITEMS FOR CONSIDERATION:

Legislation to enter into a one-year, License Agreement with the Sandusky Travelers Baseball Academy for priority use of Rather Field at Jaycee Park South beginning April 1, 2021 through October 31, 2021.

BACKGROUND INFORMATION:

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

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

BUDGET IMPACT:

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

ACTION REQUESTED: It is requested that legislation be approved authorizing the City Manager to enter into a License Agreement with Sandusky Travelers Baseball Academy for seasonal priority use of Rather Field at Jaycee Park. It is further requested that the legislation take immediate effect in full accordance with Section 14 of the City Charter in order to immediately execute the License Agreement as the season began on April 1, 2021.

Approved:

Eric Wobser, City Manager

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A LICENSE AGREEMENT WITH SANDUSKY TRAVELERS BASEBALL ACADEMY FOR PRIORITY USE OF RATHER FIELD LOCATED AT JAYCEE PARK SOUTH FOR THEIR BASEBALL PROGRAM BEGINNING APRIL 1, 2021, THROUGH OCTOBER 31, 2021; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, Sandusky Travelers Baseball Academy, previously Xavier's Baseball Academy, desires to have priority use of Rather Field located at Jaycee Park South for their baseball program from April 1, 2021 through October 31, 2021, as documented in the schedule marked Exhibit "A" attached and incorporated in the License Agreement; and

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

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

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

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately execute the License Agreement as the season began on April 1, 2021; and

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

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

Section 1. The City Manager is authorized and directed to enter into a License Agreement with Sandusky Travelers Baseball Academy for priority use of Rather Field located at Jaycee Park South for Sandusky Travelers Baseball Academy Program beginning April 1, 2021, through October 31, 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. 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: April 12, 2021

LICENSE AGREEMENT

This Agreement made on and entered into this _____ day of _____, 2021, between the City of Sandusky, Ohio, a Chartered Municipality, 240 Columbus Avenue, Sandusky, Ohio, hereinafter referred to as "City" and Sandusky Travelers Baseball Academy, 215 Windswood Way, Sandusky, Ohio, 448700, hereinafter referred to as "Licensee" for the purpose of utilizing Rather Field located at Jaycee Park South from April 1, 2021 through October 31, 2021.

WHEREAS, Sandusky Travelers Baseball Academy desires to have priority use of Rather Field located at Jaycee Park South beginning April 1, 2021, through October 31, 2021, as documented in the schedules marked Exhibit "A" attached and specifically incorporated as if fully rewritten herein; and

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

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

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

NOW, THEREFORE, the parties agree as follows:

SECTION ONE GRANT OF LICENSE

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

SECTION TWO

TERM

The City grants to the Licensee the priority use of the above-described ball fields during the Licensee's schedules, for a period commencing April 1, 2021, through October 31, 2021.

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

SECTION THREE

CONSIDERATION

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

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

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

SECTION FOUR **INDEMNIFICATION**

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

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

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

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

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

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

SECTION FIVE

MAINTENANCE AND OTHER OBLIGATIONS

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

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

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

SECTION SIX **GOVERNING LAW**

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

SECTION SEVEN **TERMINATION**

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

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

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

SECTION EIGHT **ASSIGNMENT**

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

SECTION NINE

MODIFICATIONS

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

SECTION TEN

CAUSE BEYOND REASONABLE CONTROL

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

SECTION ELEVEN

JOINT DRAFTING AND NEUTRAL CONSTRUCTION

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

SECTION TWELVE

VALIDITY OF AGREEMENT

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

SECTION THIRTEEN
ENTIRE AGREEMENT

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

DRAFT

SIGNATURE PAGES TO FOLLOW

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

CITY OF SANDUSKY:

Eric L. Wobser
City Manager

STATE OF OHIO)
) ss:
ERIE COUNTY)

On this _____ day of _____, 2021, before me, a Notary Public in and for said County and State, personally appeared Eric L. Wobser, City Manager of the City of Sandusky, Ohio, and acknowledged his execution of the foregoing instrument as said officer of said City on behalf of said City and by its authority and that the same is his voluntary act and deed as said officer on behalf of said City and the voluntary act and deed of said City.

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

NOTARY PUBLIC

LICENSEE:

Wilbert Farris, Academy President
Sandusky Travelers Baseball Academy

STATE OF OHIO)
) ss:
ERIE COUNTY)

On this _____ day of _____, 2021, before me, a Notary Public in and for said County and State, personally appeared Wilbert Farris, Academy President, Sandusky Travelers Baseball Academy and acknowledged his execution of the foregoing instrument as said Licensee on behalf of Sandusky Travelers Baseball Academy School and that the same is his voluntary act and deed as said Licensee on behalf of Sandusky Travelers Baseball Academy.

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

NOTARY PUBLIC

Approved as to Form:

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

EXHIBIT "A"

Sandusky Travelers Baseball Academy Schedule

April 1, 2021, through October 31, 2021

(To Be Provided Upon Completion)

DRAFT



RECREATION

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

To: Eric Wobser, City Manager

From: Jason Werling, Recreation Superintendent

Date: March 25, 2021

Subject: Commission Agenda Item

ITEMS FOR CONSIDERATION:

Legislation to enter into a one-year, License Agreement with the Sandusky AMVETS Baseball League for priority use of Amvets Park Erie Blacktop Field and the concession stand located at AMVETS Park and Fields No. #1-#3 and the concession stand located at Sprau Park for the Sandusky AMVETS Baseball League Programs) beginning May 1, 2021 through July 31, 2021.

BACKGROUND INFORMATION:

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

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

BUDGET IMPACT:

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

ACTION REQUESTED: It is requested that legislation be approved authorizing the City Manager to enter into a License Agreement with the Sandusky AMVETS Baseball League for seasonal priority use of the listed ballfields above. It is further requested that the legislation take immediate effect in full accordance with Section 14 of the City Charter in order to immediately execute the License Agreement and prior to the commencing date of May 1, 2021.

Approved:

Eric Wobser, City Manager

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A LICENSE AGREEMENT WITH SANDUSKY AMVETS BASEBALL LEAGUE FOR PRIORITY USE OF ERIE BLACKTOP FIELD AND THE CONCESSION STAND LOCATED AT AMVETS PARK AND FIELDS #1, #2, AND #3 AND THE CONCESSION STAND AND STORAGE SHED LOCATED AT SPRAU PARK FOR THE SANDUSKY AMVETS BASEBALL LEAGUE PROGRAM BEGINNING MAY 1, 2021, THROUGH JULY 31, 2021; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Sandusky AMVETS Baseball League desires to have priority use of Field #1 and the concession stand located at AMVETS Junior Park and Field #1, #2, and #3 and the concession stand located at Sprau Park for the Sandusky AMVETS Baseball League Program beginning May 1, 2021, through July 31, 2021, as documented in the schedules marked Exhibit "A" attached and incorporated in the License Agreement; and

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

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

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

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately execute the License Agreement and prior to the commencing date of May 1, 2021; and

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

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

Section 1. The City Manager is authorized and directed to enter into a License Agreement with the Sandusky AMVETS Baseball League for priority use of Erie Blacktop Field and the concession stand located at AMVETS Park and Fields #1, #2, and #3 and the concession stand and storage shed located at Sprau Park for the Sandusky AMVETS Baseball League Program beginning May 1, 2021, through July 31, 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. 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: April 12, 2021

LICENSE AGREEMENT

This Agreement made on and entered into this _____ day of _____, 2021 between the City of Sandusky, Ohio, a Chartered Municipality, 240 Columbus Avenue, Sandusky, Ohio, hereinafter referred to as "City" and the Sandusky AMVETS Baseball League, P.O. Box 1462, Sandusky, Ohio, hereinafter referred to as "Licensee" for the purpose of utilizing Erie Blacktop Field and the concession stand located at Amvets Park and Fields No. 1, 2, and 3 and the concession stand and storage shed located at Sprau Park from May 1, 2021, through July 31, 2021.

WHEREAS, the Sandusky AMVETS Baseball League desires to have priority use of Erie Blacktop Field and the concession stand located at AMVETS Park and Fields No. 1, 2, and 3 and the concession stand and storage shed located at Sprau Park for the Sandusky AMVETS Baseball League beginning May 1, 2021, through July 31, 2021, as documented in the schedules marked Exhibit "A" attached and specifically incorporated as if fully rewritten herein; and

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

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

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

NOW, THEREFORE, the parties agree as follows:

SECTION ONE

GRANT OF LICENSE

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

SECTION TWO

TERM

The City grants to the Licensee the priority use of the above-described ball fields, concession stands and storage shed during the Licensee's Sandusky AMVETS Baseball League and Sandusky Eagles Baseball League schedules, for a period commencing May 1, 2021, through July 31, 2021.

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

SECTION THREE

CONSIDERATION

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

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

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

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

SECTION FOUR **INDEMNIFICATION**

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

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

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

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

SECTION FIVE

MAINTENANCE AND OTHER OBLIGATIONS

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

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

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

SECTION SIX **GOVERNING LAW**

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

SECTION SEVEN **TERMINATION**

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

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

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

SECTION EIGHT **ASSIGNMENT**

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

SECTION NINE **MODIFICATIONS**

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

SECTION TEN **CAUSE BEYOND REASONABLE CONTROL**

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

SECTION ELEVEN **JOINT DRAFTING AND NEUTRAL CONSTRUCTION**

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

SECTION TWELVE
VALIDITY OF AGREEMENT

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

SECTION THIRTEEN
ENTIRE AGREEMENT

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

SIGNATURE PAGES TO FOLLOW

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

CITY OF SANDUSKY:

Eric L. Wobser
City Manager

STATE OF OHIO)
) ss:
ERIE COUNTY)

On this _____ day of _____, 2021, before me, a Notary Public in and for said County and State, personally appeared Eric L. Wobser, City Manager of the City of Sandusky, Ohio, and acknowledged his execution of the foregoing instrument as said officer of said City on behalf of said City and by its authority and that the same is his voluntary act and deed as said officer on behalf of said City and the voluntary act and deed of said City.

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

NOTARY PUBLIC

LICENSEE:

Lisa Erhnsberger, Board President
Sandusky AMVETS Baseball League

STATE OF OHIO)
) ss:
ERIE COUNTY)

On this _____ day of _____, 2021, before me, a Notary Public in and for said County and State, personally appeared Lisa Erhnsberger, Board President, Sandusky AMVETS Baseball League and acknowledged his execution of the foregoing instrument as said Licensee on behalf of Sandusky AMVETS Baseball League and that the same is his voluntary act and deed as said Licensee on behalf of Sandusky AMVETS Baseball League.

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

NOTARY PUBLIC

Approved as to Form:

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

EXHIBIT "A"

Sandusky AMVETS Baseball League and Sandusky Eagles Baseball League Programs Schedules

May 1, 2021, through July 31, 2021

(To Be Provided Upon Completion)



RECREATION

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

To: Eric Wobser, City Manager

From: Jason Werling, Recreation Superintendent

Date: March 25, 2021

Subject: Commission Agenda Item

ITEMS FOR CONSIDERATION:

Legislation to enter into a one-year, License Agreement with the Lady Lightning Fast Pitch for priority use of Dorn Park Fields 1, 2, and 6 (SHS Varsity Softball Field) for their girls softball program from April 1, 2021 through October 31, 2021.

BACKGROUND INFORMATION:

The Lady Lightning Fast Pitch League requested to use the Dorn Fields as their home for the 2021 season. The city grants priority-use for fields with various leagues throughout the baseball/softball season and similarly with those leagues, the Lady Lightning Fast Pitch League have agreed to maintain the ball fields they use by dragging, litter pick up, and assist with mowing and trimming duties. Field 6 is also used for the Sandusky High School varsity softball team. If there is a conflict of time, the Lady Lightning team will defer to the varsity team for use of the field.

BUDGET IMPACT:

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

ACTION REQUESTED: It is requested that legislation be approved authorizing the City Manager to enter into a License Agreement with Lady Lightning Fast Pitch for seasonal priority use of fields 1, 2, and 6 (SHS Varsity Softball Field). It is further requested that the legislation take immediate effect in full accordance with Section 14 of the City Charter in order to immediately execute the License Agreement with the Lady Lightning Fast Pitch League as the season began on April 1, 2021.

Approved:

Eric Wobser, City Manager

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A LICENSE AGREEMENT WITH LADY LIGHTNING FAST PITCH LEAGUE FOR PRIORITY USE OF FIELDS #1, #2, AND #6 LOCATED AT DORN COMMUNITY PARK FOR THEIR GIRLS SOFTBALL PROGRAM BEGINNING MAY 1, 2021, THROUGH OCTOBER 31, 2021; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Lady Lightning Fast Pitch League desires to have priority use of Fields #1, #2, and #6 located at Dorn Community Park for their softball program beginning May 1, 2021, through October 31, 2021, as documented in the schedule marked Exhibit "A" attached and incorporated in the License Agreement; and

WHEREAS, it is necessary for the City to grant the Lady Lightning Fast Pitch League permission to utilize the City's park property on a priority use basis; and

WHEREAS, the Lady Lightning Fast Pitch League is willing to perform routine maintenance to the ball field areas under the direction of the Recreation Superintendent in exchange for the priority use of the ball fields; and

WHEREAS, this agreement will not result in any additional budgetary expenses and the City will benefit from the agreed upon routine maintenance to be performed by the Lady Lightning Fast Pitch League; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately execute the agreement and prior to the commencing date of May 1, 2021; and

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

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

Section 1. The City Manager is authorized and directed to enter into a License Agreement with Lady Lightning Fast Pitch League for priority use of Fields #1, #2, and #6 located at Dorn Community Park for their girls softball league beginning May 1, 2021, through October 31, 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. 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: April 12, 2021

LICENSE AGREEMENT

This Agreement made on and entered into this _____ day of _____, 2021, between the City of Sandusky, Ohio, a Chartered Municipality, 240 Columbus Avenue, Sandusky, Ohio, hereinafter referred to as "City" and Lady Lightning Fast Pitch League, 1214 Waverly Road, Sandusky, Ohio, Sandusky, Ohio, 44870, hereinafter referred to as "Licensee" for the purpose of utilizing Fields No. 1, 2, and 6 located at Dorn Community Park from May 1, 2021, through October 31, 2021.

WHEREAS, the Lady Lightning Fast Pitch League to have priority use of Fields No. 1, 2, and 6 located at Dorn Community Park for their Girls Softball Program beginning May 1, 2021, through October 31, 2021, as documented in the schedules marked Exhibit "A" attached and specifically incorporated as if fully rewritten herein; and

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

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

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

NOW, THEREFORE, the parties agree as follows:

SECTION ONE GRANT OF LICENSE

The City hereby grants to Licensee and to Licensee's students, members, guests, volunteers and invitees the right, privilege and permission to enter into and on certain tracts of real property owned by the City, known as Fields No. 1, 2, and 6 located at Dorn Community Park.

SECTION TWO

TERM

The City grants to the Licensee the priority use of the above-described ball fields during the Licensee's schedules, for a period commencing May 1, 2021, through October 31, 2021.

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

SECTION THREE

CONSIDERATION

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

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

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

SECTION FOUR **INDEMNIFICATION**

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

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

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

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

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

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

SECTION FIVE

MAINTENANCE AND OTHER OBLIGATIONS

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

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

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

SECTION SIX **GOVERNING LAW**

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

SECTION SEVEN **TERMINATION**

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

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

Licensee:
Lady Lightning Fast Pitch League
c/o Jen Sartor
1214 Waverly Road
Sandusky, OH 44870

SECTION EIGHT **ASSIGNMENT**

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

SECTION NINE

MODIFICATIONS

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

SECTION TEN

CAUSE BEYOND REASONABLE CONTROL

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

SECTION ELEVEN

JOINT DRAFTING AND NEUTRAL CONSTRUCTION

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

SECTION TWELVE

VALIDITY OF AGREEMENT

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

SECTION THIRTEEN
ENTIRE AGREEMENT

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

DRAFT

SIGNATURE PAGES TO FOLLOW

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

CITY OF SANDUSKY:

Eric L. Wobser
City Manager

STATE OF OHIO)
) ss:
ERIE COUNTY)

On this _____ day of _____, 2021, before me, a Notary Public in and for said County and State, personally appeared Eric L. Wobser, City Manager of the City of Sandusky, Ohio, and acknowledged his execution of the foregoing instrument as said officer of said City on behalf of said City and by its authority and that the same is his voluntary act and deed as said officer on behalf of said City and the voluntary act and deed of said City.

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

NOTARY PUBLIC

LICENSEE:

Jen Sartor, President
Lady Lightning Fast Pitch League

STATE OF OHIO)
) ss:
ERIE COUNTY)

On this _____ day of _____, 2021, before me, a Notary Public in and for said County and State, personally appeared Jen Sartor, President of the Lady Lightning Fast Pitch League and acknowledged their execution of the foregoing instrument as said Licensee on behalf of Lady Lightning Fast Pitch League and that the same is their voluntary act and deed as said Licensee on behalf of Lady Lightning Fast Pitch League.

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

NOTARY PUBLIC

Approved as to Form:

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

EXHIBIT "A"

Lady Lightning Fast Pitch League Schedule

May 1, 2021, through October 31, 2021

(To Be Provided Upon Completion)



RECREATION

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

TO: Eric Wobser, City Manager

FROM: Jason Werling, Recreation Superintendent

DATE: March 25, 2021

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

ITEMS FOR CONSIDERATION:

Legislation to enter into a one-year License Agreement with the Panther Baseball Club for priority use of the field located at Kiwanis Park for the Firelands Interleague Baseball League program from April 1, 2020 through July 15, 2021.

BACKGROUND INFORMATION:

The City of Sandusky has held a Priority Use Agreement with the Panther Baseball Club since 2011 which has worked well for all parties.

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

BUDGET IMPACT:

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

ACTION REQUESTED:

It is requested that legislation be approved authorizing the City Manager to enter into an Agreement with Panther Baseball Club for seasonal priority use of the Kiwanis Park Ball Field. It is further requested that this be passed to take immediate effect in accordance with Section 14 of the City Charter in order to immediately execute the License Agreement as the season began on April 1, 2021.

Approved:

Eric Wobser, City Manager

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A LICENSE AGREEMENT WITH THE PANTHER BASEBALL CLUB FOR PRIORITY USE OF THE KIWANIS PARK BALL FIELD LOCATED AT 2227 FIRST STREET, SANDUSKY, OHIO, FOR THE FIRELANDS INTERLEAGUE BASEBALL LEAGUE PROGRAM BEGINNING APRIL 1, 2021, THROUGH JULY 15, 2021; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Panther Baseball Club desires to have priority use of the Kiwanis Park Ball Field located at 2227 First Street, Sandusky, Ohio for the Firelands Interleague Baseball League Program from April 1, 2021 through July 15, 2021, as documented in the schedule marked Exhibit "A" attached and incorporated in the License Agreement; and

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

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

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

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately execute the agreement as the season began on April 1, 2021; and

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

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

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

Interleague Baseball League Program beginning April 1, 2021, through July 15, 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. 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: April 12, 2021

LICENSE AGREEMENT

This Agreement made on and entered into this _____ day of _____, 2021 between the City of Sandusky, Ohio, a Chartered Municipality, 240 Columbus Avenue, Sandusky, Ohio, hereinafter referred to as "City" and the Panther Baseball Club, 1512 Wayne Street, Sandusky, Ohio, hereinafter referred to as "Licensee" for the purpose of utilizing the Kiwanis Park Ball Field, concession stand, and storage shed located at 2227 First Street, Sandusky, Ohio from April 1, 2021 through July 15, 2021.

WHEREAS, the Panther Baseball Club desires to have priority use of Kiwanis Park Ball Field, concession stand, and storage shed for the Firelands Interleague Baseball League beginning April 1, 2021 through July 15, 2021, which includes games and practices, as documented in the schedules marked Exhibit "A" attached and specifically incorporated as if fully rewritten herein; and

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

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

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

NOW, THEREFORE, the parties agree as follows:

SECTION ONE GRANT OF LICENSE

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

SECTION TWO

TERM

The City grants to the Licensee the priority use of the above-described ball field, concession stand and storage shed during the Licensee's schedules, for a period commencing April 1, 2021 through July 15, 2021.

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

SECTION THREE

CONSIDERATION

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

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

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

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

SECTION FOUR **INDEMNIFICATION**

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

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

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

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

SECTION FIVE

MAINTENANCE AND OTHER OBLIGATIONS

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

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

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

SECTION SIX **GOVERNING LAW**

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

SECTION SEVEN **TERMINATION**

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

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

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

SECTION EIGHT **ASSIGNMENT**

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

SECTION NINE **MODIFICATIONS**

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

SECTION TEN **CAUSE BEYOND REASONABLE CONTROL**

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

SECTION ELEVEN **JOINT DRAFTING AND NEUTRAL CONSTRUCTION**

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

SECTION TWELVE
VALIDITY OF AGREEMENT

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

SECTION THIRTEEN
ENTIRE AGREEMENT

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

SIGNATURE PAGES TO FOLLOW

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

CITY OF SANDUSKY:

Eric L. Wobser
City Manager

STATE OF OHIO)
) ss:
ERIE COUNTY)

On this _____ day of _____, 2021, before me, a Notary Public in and for said County and State, personally appeared Eric L. Wobser, City Manager of the City of Sandusky, Ohio, and acknowledged his execution of the foregoing instrument as said officer of said City on behalf of said City and by its authority and that the same is his voluntary act and deed as said officer on behalf of said City and the voluntary act and deed of said City.

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

NOTARY PUBLIC

LICENSEE:

Jon Lawrence, Board President
Panther Baseball Club

STATE OF OHIO)
) ss:
ERIE COUNTY)

On this _____ day of _____, 2021, before me, a Notary Public in and for said County and State, personally appeared Jon Lawrence, Board President, Panther Baseball Club, and acknowledged his execution of the foregoing instrument as said Licensee on behalf of Panther Baseball Club and that the same is his voluntary act and deed as said Licensee on behalf of said Panther Baseball Club.

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

NOTARY PUBLIC

Approved as to Form:

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

EXHIBIT "A"

Firelands Interleague Baseball League Schedule

April 1, 2021 through July 15, 2021

(To Be Provided Upon Completion)

DRAFT



RECREATION

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

To: Eric Wobser, City Manager

From: Jason Werling, Recreation Superintendent

Date: March 24, 2021

Subject: Commission Agenda Item

ITEMS FOR CONSIDERATION:

Legislation amending the License Agreement with Sandusky Central Catholic Schools for priority use of Fields #3, #4, #5 and #9 at Dorn Community Park for their high school varsity and junior varsity baseball and softball programs.

BACKGROUND INFORMATION:

The City of Sandusky Recreation Division has had a License Agreement for the priority use of Fields #5 and #9 at Dorn Park with Sandusky Central Catholic Schools for numerous years which has worked well for both parties. Because of the success of the agreement with the schools, a three-year agreement was approved by Ordinance No. 20-047, passed on March 9, 2020, for the seasons (March 1st through May 31st) beginning March 1, 2020, through May 31, 2022.

The agreement was not executed due to COVID-19 and prior to being executed this year, a request was made by Sandusky Central Catholic School to extend the priority use through the end of October and include Fields #3 and #4 for priority use. All of the other terms of the agreement would still be in effective.

BUDGET IMPACT:

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

ACTION REQUESTED: It is requested that legislation be approved amending the License Agreement with Sandusky Central Catholic Schools to extend the priority use until October 31st and include Fields #3 and #4 each season of 2021 and 2022. It is further requested that the legislation take immediate effect in full accordance with Section 14 of the City Charter in order to immediately execute the License Agreement as the season began on March 1, 2021.

Approved:

Eric Wobser
City Manager

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE LICENSE AGREEMENT WITH SANDUSKY CENTRAL CATHOLIC SCHOOL FOR PRIORITY USE OF FIELDS #3, #4, #5, AND #9 LOCATED AT DORN COMMUNITY PARK FOR THE SANDUSKY CENTRAL CATHOLIC HIGH SCHOOL BASEBALL AND SOFTBALL PROGRAMS BEGINNING MARCH 1, 2020; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City Commission approved a three (3) year License Agreement with Sandusky Central Catholic School for priority use of Field #5 and Field #9 located at Dorn Community Park for the Sandusky Central Catholic High School baseball and softball programs beginning March 1, 2020, by Ordinance No. 20-047, passed on March 9, 2020; and

WHEREAS, the license agreement was not executed due to COVID-19 and prior to being executed this year, Sandusky Central Catholic School requested to include Fields #3 and #4 for priority use for seasons 2021 and 2022 and extend the seasons from (March 1st through May 31st) to (March 1st through October 31st) and all other terms of the agreement remain unchanged; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately execute the agreement as the season began on March 1, 2020; and

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

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

Section 1. The City Manager is authorized and directed to enter into an amended License Agreement with Sandusky Central Catholic School to include priority use of Fields #3 and #4 together with Fields #5 and #9 located at Dorn Community Park for the Sandusky Central Catholic High School Baseball and Softball Programs and to extend the season from (March 1st through May 31st) to (March 1st through October 31st) beginning March 1, 2021, through October 31, 2022, substantially in the same form as Exhibit "1", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein,

together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Ordinance.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: April 12, 2021

LICENSE AGREEMENT

This Agreement made on and entered into this _____ day of _____, 2021, between the City of Sandusky, Ohio, a Chartered Municipality, 240 Columbus Avenue, Sandusky, Ohio, hereinafter referred to as "City" and the Sandusky Central Catholic School, 410 West Jefferson Street, Sandusky, Ohio, hereinafter referred to as "Licensee" for the purpose of utilizing Fields #3, #4, #5, and #9 located at Dorn Community Park from March 1, 2021, through October 31, 2022.

WHEREAS, the Sandusky Central Catholic School desires to have priority use of Fields #3, #4, #5, and #9 located at Dorn Community Park for the Sandusky Central Catholic High School Baseball and Softball Programs beginning CY 2021 for the season March 1st through October 31st of each calendar year of this agreement, as documented in the schedules marked Exhibit "A" attached and specifically incorporated as if fully rewritten herein; and

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

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

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

NOW, THEREFORE, the parties agree as follows:

SECTION ONE

GRANT OF LICENSE

The City hereby grants to Licensee and to Licensee's students, members, guests, volunteers and invitees the right, privilege and permission to enter into and on certain tracts of real property owned by the City, known as Fields #3, #4, #5, and #9 located at Dorn Community Park.

SECTION TWO

TERM

The City grants to the Licensee the priority use of the above-described ball fields from March 1st through October 31 of each year of this agreement for the Licensee's yearly Junior Varsity and Varsity baseball and softball schedules. The term of this agreement shall be March 1, 2021, through October 31, 2022.

The City and Licensee shall meet annually prior to December 31 of each year of this Agreement beginning in CY 2021 to make any necessary adjustments required due to the scheduling of Junior Varsity and Varsity baseball and softball games for the following year.

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

SECTION THREE

CONSIDERATION

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

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

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

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

SECTION FOUR **INDEMNIFICATION**

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

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

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

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

SECTION FIVE

MAINTENANCE AND OTHER OBLIGATIONS

Licensee agrees that during all times of use of Fields #3, #4, #5, and #9 located at Dorn Community Park the Sandusky Parks and Recreation Department's Rules and Regulations for all Organized Leagues and all applicable

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

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

SECTION SIX **GOVERNING LAW**

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

SECTION SEVEN **TERMINATION**

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

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

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

SECTION EIGHT **ASSIGNMENT**

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

SECTION NINE

MODIFICATIONS

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

SECTION TEN

CAUSE BEYOND REASONABLE CONTROL

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

SECTION ELEVEN

JOINT DRAFTING AND NEUTRAL CONSTRUCTION

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

SECTION TWELVE

VALIDITY OF AGREEMENT

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

SECTION THIRTEEN
ENTIRE AGREEMENT

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

SIGNATURE PAGES TO FOLLOW

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

CITY OF SANDUSKY:

Eric L. Wobser
City Manager

STATE OF OHIO)
) ss:
ERIE COUNTY)

On this _____ day of _____, 2021, before me, a Notary Public in and for said County and State, personally appeared Eric L. Wobser, City Manager of the City of Sandusky, Ohio, and acknowledged his execution of the foregoing instrument as said officer of said City on behalf of said City and by its authority and that the same is his voluntary act and deed as said officer on behalf of said City and the voluntary act and deed of said City.

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

NOTARY PUBLIC

LICENSEE:

Toby Notestine, Athletic Director
Sandusky Central Catholic School

STATE OF OHIO)
) ss:
ERIE COUNTY)

On this _____ day of _____, 2021, before me, a Notary Public in and for said County and State, personally appeared Toby Notestine, Athletic Director, Sandusky Central Catholic School, and acknowledged his execution of the foregoing instrument as said Licensee on behalf of Sandusky Central Catholic School and that the same is his voluntary act and deed as said Licensee on behalf of Sandusky Central Catholic School.

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

NOTARY PUBLIC

Approved as to Form:

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

EXHIBIT "A"

Sandusky Central Catholic High School Baseball and Softball Programs Schedules

March 1, 2021, through October 31, 2021

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: Debi Eversole, Community Development Programs Administrator

DATE: March 30, 2021

RE: City Commission Agenda Item

ITEMS FOR CONSIDERATION: Legislation requesting approval to accept three (3) parcels of nonproductive land situated within the City of Sandusky through the City of Sandusky's Land Reutilization Program for the purpose of facilitating reutilization of the nonproductive land.

BACKGROUND INFORMATION: Pursuant to Ordinance No. 07-026 passed June 11, 2007, the City is conducting a Land Reutilization Program in accordance with the provisions of Chapter 5722 of the Ohio Revised Code to acquire vacant and abandoned tax delinquent property with the future goal of productive reuse of the land. The City's ability to assemble land for reuse and redevelopment is critical to stabilizing and rebuilding Sandusky's neighborhoods and is necessary for neighborhood revitalization. The goal of the City of Sandusky's Land Reutilization Program is to return vacant and abandoned tax delinquent property to productive use that benefits the community. If a property is not producing tax revenues, less money is collected and available for enhancements back into the community. Also because the property is abandoned, it is not maintained and often becomes an illegal dumping ground. The City spends thousands of dollars per year maintaining weeds and nuisance conditions on abandoned properties. By returning the property back to a long-term tax producing status, more revenue is generated and available for community improvements and the City will not have to expend funds to maintain it. All of the parcels requested for acquisition are tax delinquent and have been deemed to be necessary and/or beneficial to the Land Reutilization Program efforts and were approved by the Land Bank Committee on March 15, 2021.

- The parcel located **Hancock Street, Erie County Parcel # 56-00709.000**, is residential vacant land (as identified by Erie County Auditor) with a lot size of appx 33'x122'. The property is zoned DBD "Downtown Business". The property is delinquent with the Erie County Treasurer's office and if this parcel does not receive a qualified bidder at Sheriff's Sale, the City would acquire the property which will be evaluated for future development or used for a public purpose.
- The parcel located at **1717 W. Madison Street, Erie County Parcel # 59-01302.000** is one story residential structure that was heavily damaged in a recent fire. The lot size is appx 45'x132' and zoned R2F, "Two Family Residential". The property owner has voluntarily forfeited this property to the City at no charge and agreed to provide a clear title search if acquisition is approved. If acquired, the property will be demolished and the vacant land be evaluated for disposition.

- The parcel located at **506 E. Monroe Street, Erie County Parcel # 57-04587.000**, is a two story office building with an additional residential structure that is currently condemned. Both structures sit on .1 acre of land valued at \$4,000, while the improvements value of the property is \$122,140, according to the Erie County Auditor's website. The property is zoned RRB, "Residential Business". The property is not currently in tax foreclosure, but there have been no payments on the taxes since 2019, which include City of Sandusky nuisance assessments. If this parcel does go to Sheriff's Sale and does not receive a qualified bidder, the City would acquire the property which will be evaluated for future development or used for a public purpose.

The Land Bank Committee has determined that the acquisition of the three (3) parcels is necessary to protect, improve and preserve the stability of the neighborhoods that they are located in.

BUDGET IMPACT: The cost of these acquisitions will be minimal. Any normal expenses to acquire these parcels will be paid out of the Land Bank expense account and will be recouped upon sale of the properties. The City will not collect the approximately four hundred ninety three dollars (\$493.00) owed to the City in special assessments, nor will the taxing districts collect the approximately six thousand eight dollars (\$6,008.00) owed in delinquent taxes. However, all or part of these delinquencies may be recouped and reimbursed upon the sale of the parcels. As the properties are put back into tax producing status, the taxing districts will once again begin collecting real estate taxes of approximately four thousand two hundred seventy six dollars (\$4,276.00).

ACTION REQUESTED: It is requested legislation be adopted allowing the City Manager to acquire three (3) parcels of land through the City of Sandusky's Land Reutilization Program. It is further requested that the legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter in order to allow the Erie County prosecutor's Office to proceed with the Sheriff's sales and judicial foreclosure process in a timely manner.

Jonathan Holody
Community Development Director

Debi Eversole
Community Development Programs Administrator

I concur with this recommendation:

Eric L. Wobser
City Manager

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

Erie County, Ohio - Property Record Card

Parcel: 56-00709.000

GENERAL PARCEL INFORMATION

Owner SCHEID WILLIAM P JR
Property Address HANCOCK ST SANDUSKY OH 44870
Mailing Address 5115 E BAYSHORE RD

Land Use 500 - RESIDENTIAL VACANT LAND
Legal Description 45 47 WASHINGTON ST S 1/2 OF N 1/3

Neighborhood 5655603 -
School District SANDUSKY SD

MAP NUMBER: 6

VALUATION

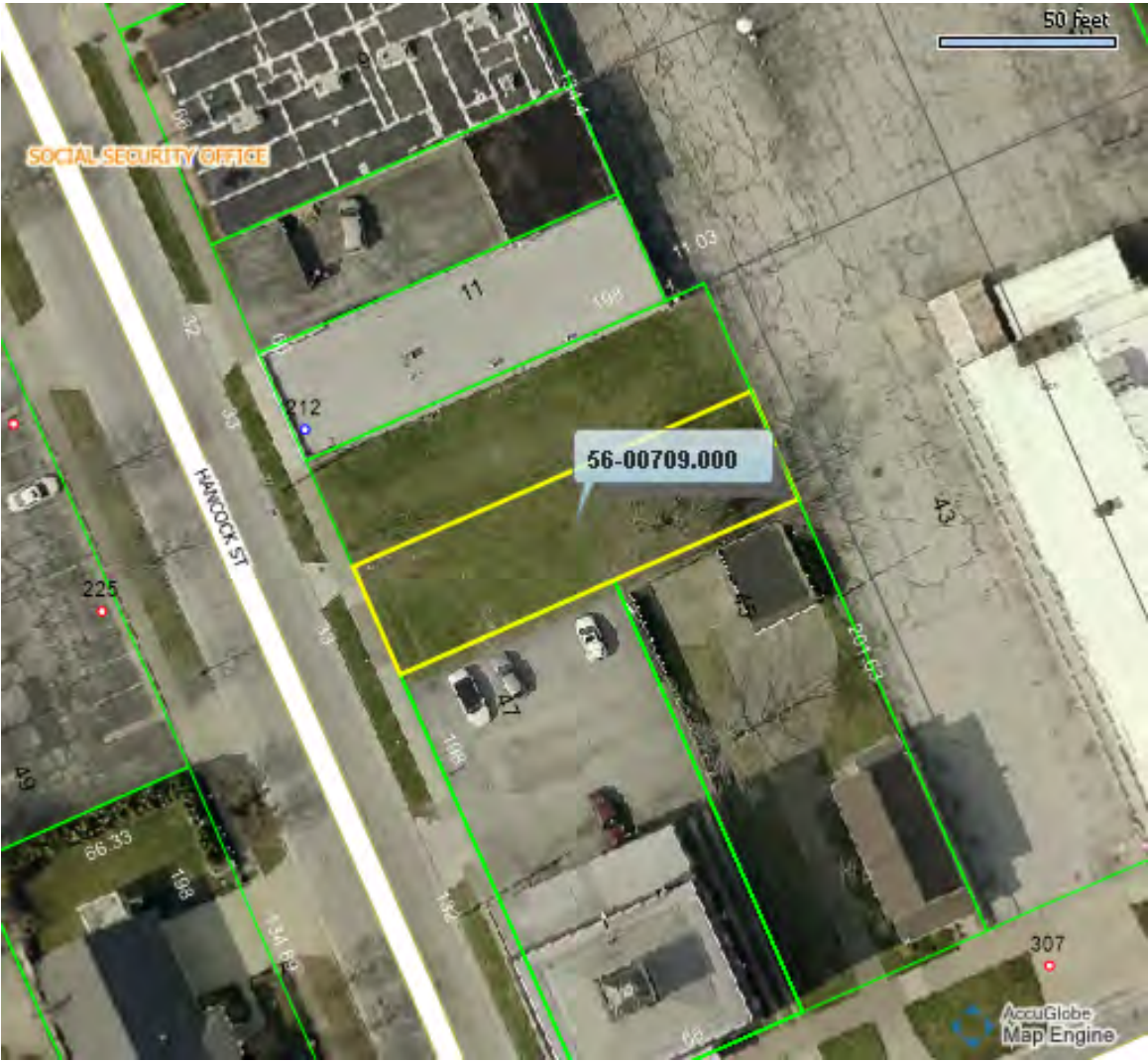
	Appraised	Assessed
Land Value	\$5,940.00	\$2,080.00
Improvements Value	\$0.00	\$0.00
CAUV Value	\$0.00	\$0.00
Total Value	\$5,940.00	\$2,080.00

LAND

Land Type	Acreage	Depth	Frontage	Depth	Value
F - FRONT LOT	0.0924	122	33	90	\$5,940.00

AGRICULTURAL

Land Type	Land Usage	Soil Type	Acres	Value
-----------	------------	-----------	-------	-------



SALES

Date	Buyer	Seller	Price
1/1/1987	SCHEID WILLIAM P JR	Unknown	\$0

COMMERCIAL
Description
Year Built
Year Remodeled
Unit Count
Section Number
Section Area
Wall Height
Section Story Count

A sketch is unavailable for this parcel.

ADDITIONS			
Description	Area	Year Built	Value

IMPROVEMENTS			
Description	Year Built	Dimension Area	Value

TAX	1st Half	2nd Half	Total
Charge:	\$103.25	\$103.25	
Credit:	(\$39.70)	(\$39.70)	
Rollback:	(\$5.66)	(\$5.66)	
Reduction:	\$0.00	\$0.00	
Homestead:	\$0.00	\$0.00	
Sales Credit:	\$0.00	\$0.00	
Net Tax:	\$57.89	\$57.89	
CAUV Recoupment:	\$0.00	\$0.00	
Special Assessments:	\$0.00	\$0.00	
Penalties/Adjustments:	\$5.79	\$0.00	
Delinquencies:	\$741.96		
Net Owed:	\$63.68	\$57.89	\$863.53
Net Paid:	\$0.00	\$0.00	\$0.00
Net Due:	\$63.68	\$57.89	\$863.53

Erie County, Ohio - Property Record Card

Parcel: 59-01302.000 Card: 1

GENERAL PARCEL INFORMATION

Owner MCCORD JOHN E & DIANE L
 Property Address 1717 MADISON ST SANDUSKY OH 44870
 Mailing Address 1938 ATLANTIC AVE

Land Use 510 - SINGLE FAMILY RESIDENCE
 Legal Description 7 MADISON STREET WH 46.25'X132'

Neighborhood 5955909 -
 School District SANDUSKY SD

MAP NUMBER: 16

VALUATION

	Appraised	Assessed
Land Value	\$8,650.00	\$3,030.00
Improvements Value	\$42,850.00	\$15,000.00
CAUV Value	\$0.00	\$0.00
Total Value	\$51,500.00	\$18,030.00

LAND

Land Type	Acreage	Depth	Frontage	Depth	Value
F - FRONT LOT	0.1394	132	46	94	\$8,650.00



AGRICULTURAL

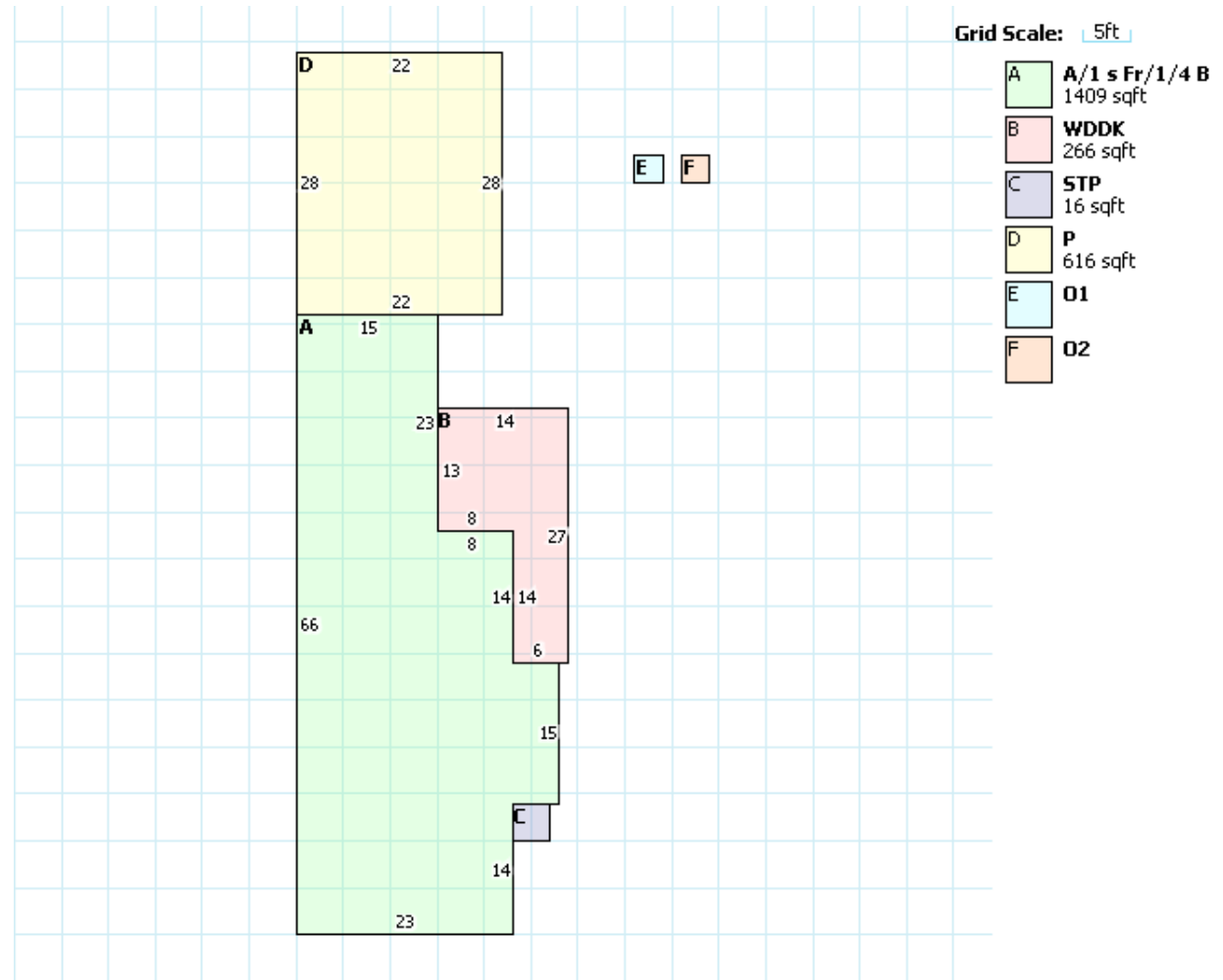
Land Type	Land Usage	Soil Type	Acres	Value
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SALES

Date	Buyer	Seller	Price
4/24/2017	MCCORD JOHN E & DIANE	WILSON DOROTHY	\$36,250
7/13/2010	WILSON DOROTHY	WILSON ELMER L &	\$0
5/31/2000	WILSON ELMER L &	WILSON ELMER L	\$0
7/17/1995	WILSON ELMER L	WILSON ANNA G	\$0

Building Style	SINGLE FAMILY
Year Built	1940
Stories	1
Finished Area	1409
First Floor Area	1409
Half Floor Area	0
Upper Floor Area	0
Rooms	8
Bedrooms	2
Family Rooms	0
Full Baths	1
Half Baths	0
Basement	PT BASEMENT
Finished Basement Area	0
Heating	HW/STEAM
Cooling	NONE
Exterior Wall	ALUM/VINYL
Attic	UNFINISHED
Number of Fireplace Openings	1
Number of Fireplace Stacks	1

Description	Area	Year Built	Value
WDDK - Wood Deck	266	0	\$3,990.00
STP - Stoop	16	0	\$190.00
P - Patio (Attch)	616	0	\$6,160.00



Description	Year Built	Dimension	Area	Value
Detch Fr Garage -	1965	23x18	414	\$3,890.00
Shed - SHED	2000	12x8	96	\$630.00

	1st Half	2nd Half	Total
Charge:	\$895.01	\$895.01	
Credit:	(\$344.16)	(\$344.16)	
Rollback:	(\$49.05)	(\$49.05)	
Reduction:	\$0.00	\$0.00	
Homestead:	\$0.00	\$0.00	
Sales Credit:	\$0.00	\$0.00	
Net Tax:	\$501.80	\$501.80	
CAUV Recoupment:	\$0.00	\$0.00	
Special Assessments:	\$0.00	\$0.00	
Penalties/Adjustments:	\$0.00	\$0.00	
Delinquencies:	\$0.00		
Net Owed:	\$501.80	\$501.80	\$1,003.60
Net Paid:	(\$501.80)	\$0.00	(\$501.80)
Net Due:	\$0.00	\$501.80	\$501.80

SANDUSKY FIRE DEPARTMENT

National Fire Incident Report

03/16/2021 10:26



A FDID: 22015 State: Oh Incident Date: 2/20/2021 Station: 1'S - Station 1 Incident #: 21-000752 Exposure: 000

NFIRS-1 Basic

B Incident Location

Dispatch Nature 12 - Residential Structure Fire
Common Name
Incident Address 1717 W MADISON ST , SANDUSKY, OH 44870
County Name 22 - Erie
Location Type 1 - Street Address
Census Tract 001 - Station 1 District

☐ Address Provided in Wildland Fire Module

111 - Building Fire

2 - Automatic aid received.

C Incident Type

D Aid Given/Received

E1 Dates and Times

Alarm February 20, 2021 - 16:11
Arrival February 20, 2021 - 16:16
Controlled February 20, 2021 - 16:25
Last Unit Cleared February 20, 2021 - 18:44

E2 Shifts and Alarms

Shift or Platoon 3 - Shift 3
Alarms 1
District SFD - Sandusky Fire Department

F Actions Taken

Primary Action Taken (1) 11 - Extinguishment By Fire Service Personnel
Additional Action Taken 2 51 - Ventilate
Additional Action Taken 3 12 - Salvage And Overhaul

G1 Resources

Suppression Apparatus 4
Suppression Personnel 9
EMS Apparatus 1
EMS Personnel 2
Other Apparatus 0
Other Personnel 0

☐ Count Includes Aid Received.

G2 Estimated \$ Losses and Values

LOSSES - Property \$25,000
LOSSES - Contents \$15,000
PRE-INCIDENT VALUE Property \$70,000
PRE-INCIDENT VALUE Contents \$15,000

H Completed Modules

Fire-2 ☐
Structure-3 ☐
Apparatus-9 ☐
Personnel-10 ☐
Arson-11 ☐

SANDUSKY FIRE DEPARTMENT

National Fire Incident Report

03/16/2021 10:26



A	FDID: 22015	State: Oh	Incident Date: 2/20/2021	Station: 1'S - Station 1	Incident #: 21-000752	Exposure: 000
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H1 Casualties

☐ None

H2 Detector

U - Unknown Or No Detector

H3 Hazardous Materials Release

N - None

I Mixed Use Property

NN - Not mixed use.

J Property Use

419 - 1 Or 2 Family Dwelling

K1 Person/Entity Involved

Person Name

MCCORD, JOHN EARL

Phone Number

Address

1938 ATLANTIC AVE, SANDUSKY OHIO 44870

K2 Owner

None

L Remarks

None

Received report of structure fire at 1717 W. Madison St. All FS were dispatched. Command 942 arrived on scene and reported smoke showing from the rear of the structure, smoke was also visible coming from around the foundation sill of the structure which indicated a possible basement fire. 942 reported all occupants were out of the structure. Engine 921 was assigned to attack. Engine 927 arrived on scene and laid a 5 inch supply line to Engine 921 from the hydrant located at W. Madison St. & Harrison St. Engine 921 pulled a 1.75 attack line through the side door into the kitchen. Engine 921 encountered heavy smoke conditions. Engine 27 was then reassigned to pull a back-up line behind Engine 921. Engine 921 was unable to make it into the basement through the kitchen. 942 located exterior door that led to the basement. Engine 921 backed out of structure and made entry into the basement through exterior door. Engine 921 encountered heavy smoke, heat and fire conditions in the basement. The fire was knocked down at 16:25:10. Engine 923 arrived on scene and was assigned to ventilation and check for fire extension. Perkins Township Fire arrived on scene and was assigned to RIT. Engine 923 located three dogs and one cat in the structure while ventilating and checking for extension. Two of the dogs brought out were given CPR and oxygen but were unable to be revived. One other dog and cat were beyond medical help. Engine 923 reported partial floor collapse of the kitchen floor. Floor was sagging, and weak. All interior fire operations were halted and a defensive operation was initiated. All personnel on the fire scene were accounted for.

Salvage and overhaul operations began after fire knock down. During overhaul operations found fire had extended into the first floor walls from the basement. A vent hole was cut in the kitchen floor just inside the side door to aid in ventilation. Exterior siding was removed and found fire in the walls which was extinguished. Interior walls that separated the kitchen and dining room were opened and located more fire and was extinguished. Complete fire extinguishment was at 17:46:18

Firefighter Tom Salmons is performing the investigation.

Insurance: All State

Agent: Jarred Genari

M Authorization

Officer in charge ID

SFD3 - GREEN, JAMES

RAYMOND

Position/Rank

Assignment

Date(Month/Day/Year)

02/20/2021

Member Making Report

SFD3 - GREEN, JAMES

RAYMOND

Position/Rank

Assignment

Date(Month/Day/Year)

02/20/2021

Erie County, Ohio - Property Record Card

Parcel: 57-04587.000 Card: 2

GENERAL PARCEL INFORMATION

Owner LASTOSKIE KATHRYN N
 Property Address MONROE SANDUSKY OH 44870
 Mailing Address 534 SHELBY ST

Land Use 429 - OTHER RETAIL STRUCTURES
 Legal Description 46 WARREN STREET W 1/3 66'X66'

Neighborhood 45701 -
 School District SANDUSKY SD

MAP NUMBER: 5

VALUATION

	Appraised	Assessed
Land Value	\$4,000.00	\$1,400.00
Improvements Value	\$122,140.00	\$42,750.00
CAUV Value	\$0.00	\$0.00
Total Value	\$126,140.00	\$44,150.00

LAND

Land Type	Acreage	Depth	Frontage	Depth	Value
P1 - PRIMARY	0.1	0	0	100	\$4,000.00

AGRICULTURAL

Land Type	Land Usage	Soil Type	Acres	Value
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SALES

Date	Buyer	Seller	Price
7/11/2017	LASTOSKIE KATHRYN N	GUTSCHALK PROPERTIES	\$135,000
4/8/2013	GUTSCHALK PROPERTIES	CCB SANDUSKY LLC	\$260,000
10/12/2011	CCB SANDUSKY LLC	NORTH BAY REAL ESTATE	\$0
1/28/2002	NORTH BAY REAL ESTATE	NORTH BAY	\$0
8/22/1996	NORTH BAY	GARRETT JOHN E	\$73,000

COMMERCIAL

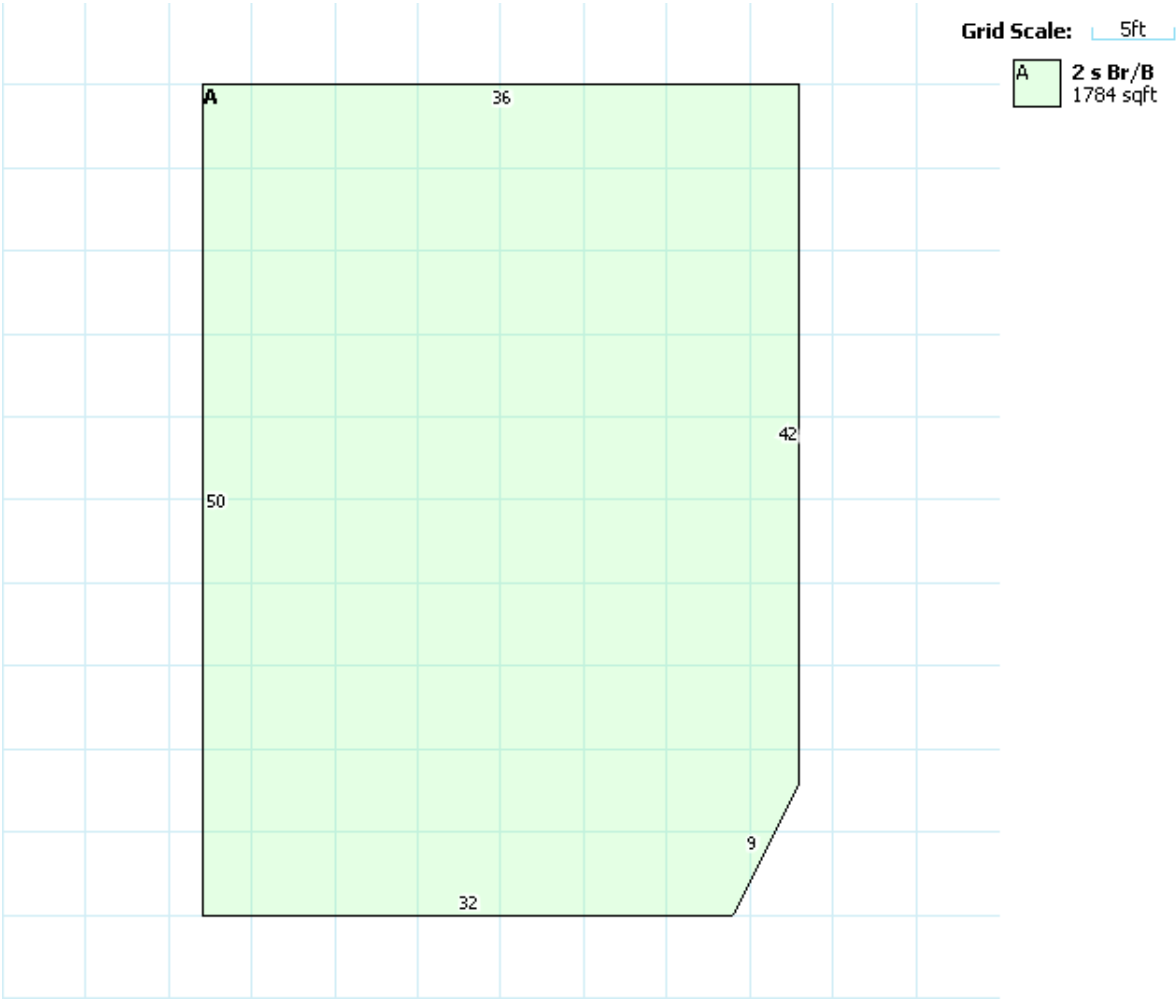
Description	Office Building
Year Built	1915
Year Remodeled	0
Unit Count	0
Section Number	
Section Area	1784
Wall Height	10
Section Story Count	1

ADDITIONS

Description	Area	Year Built	Value
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IMPROVEMENTS

Description	Year Built	Dimension Area	Value
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TAX

	1st Half	2nd Half	Total
Charge:	\$2,191.61	\$2,191.61	
Credit:	(\$616.20)	(\$616.20)	
Rollback:	\$0.00	\$0.00	
Reduction:	\$0.00	\$0.00	
Homestead:	\$0.00	\$0.00	
Sales Credit:	\$0.00	\$0.00	
Net Tax:	\$1,575.41	\$1,575.41	
CAUV Recoupment:	\$0.00	\$0.00	
Special Assessments:	\$0.00	\$0.00	
Penalties/Adjustments:	\$157.54	\$0.00	
Delinquencies:	\$4,007.58		
Net Owed:	\$1,732.95	\$1,575.41	\$7,315.94
Net Paid:	\$0.00	\$0.00	\$0.00
Net Due:	\$1,732.95	\$1,575.41	\$7,315.94

Erie County, Ohio - Property Record Card

Parcel: 57-04587.000 Card: 3

GENERAL PARCEL INFORMATION

Owner LASTOSKIE KATHRYN N
 Property Address MONROE SANDUSKY OH 44870
 Mailing Address 534 SHELBY ST

Land Use 429 - OTHER RETAIL STRUCTURES
 Legal Description 46 WARREN STREET W 1/3 66'X66'

Neighborhood 45701 -
 School District SANDUSKY SD

MAP NUMBER: 5

VALUATION

	Appraised	Assessed
Land Value	\$4,000.00	\$1,400.00
Improvements Value	\$122,140.00	\$42,750.00
CAUV Value	\$0.00	\$0.00
Total Value	\$126,140.00	\$44,150.00

LAND

Land Type	Acreage	Depth	Frontage	Depth	Value
P1 - PRIMARY	0.1	0	0	100	\$4,000.00

AGRICULTURAL

Land Type	Land Usage	Soil Type	Acres	Value
-----------	------------	-----------	-------	-------



SALES

Date	Buyer	Seller	Price
7/11/2017	LASTOSKIE KATHRYN N	GUTSCHALK PROPERTIES	\$135,000
4/8/2013	GUTSCHALK PROPERTIES	CCB SANDUSKY LLC	\$260,000
10/12/2011	CCB SANDUSKY LLC	NORTH BAY REAL ESTATE	\$0
1/28/2002	NORTH BAY REAL ESTATE	NORTH BAY	\$0
8/22/1996	NORTH BAY	GARRETT JOHN E	\$73,000

COMMERCIAL

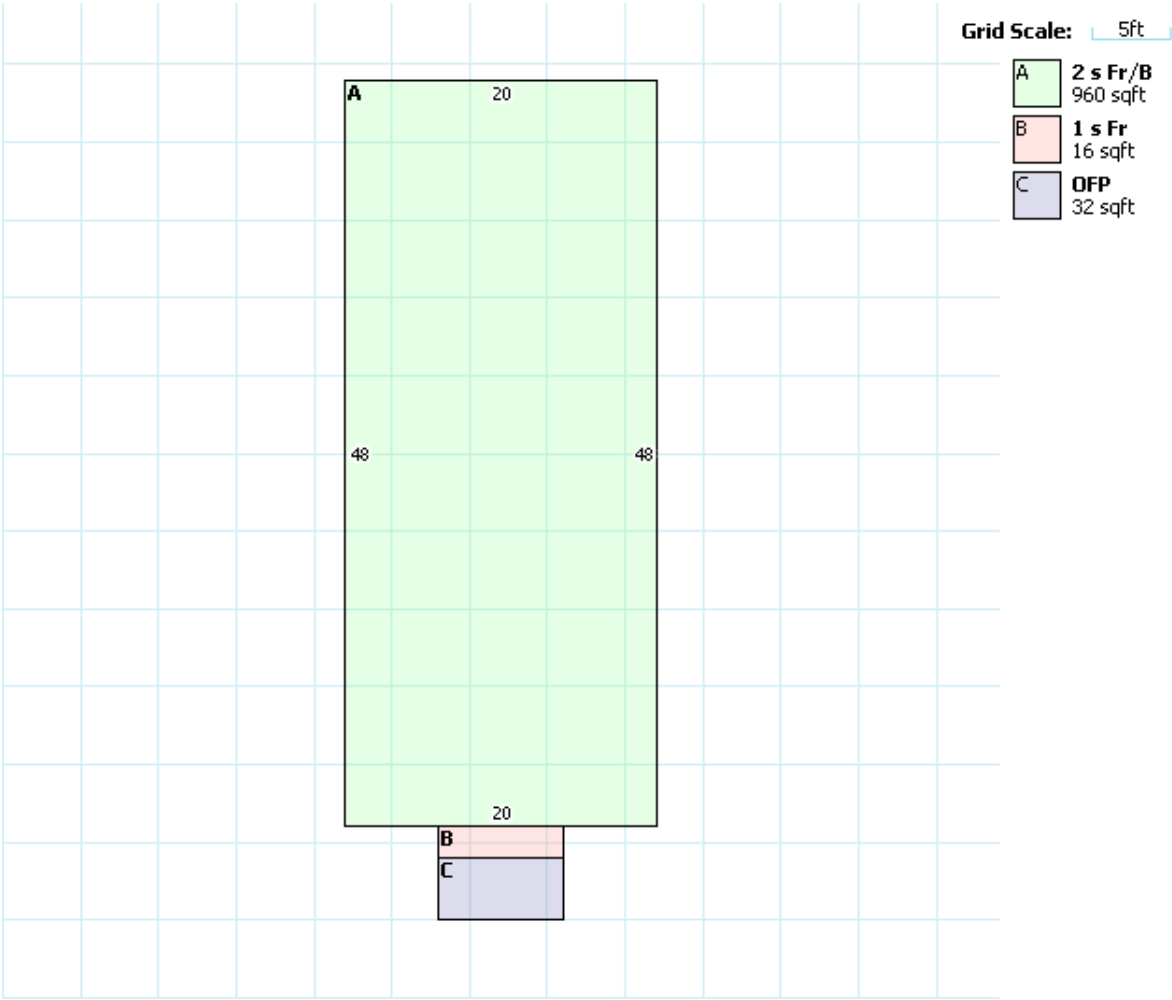
Description	Multiple Resid. (Low Rise)
Year Built	1930
Year Remodeled	1970
Unit Count	0
Section Number	
Section Area	1936
Wall Height	8
Section Story Count	2

ADDITIONS

Description	Area	Year Built	Value
OFP - Open Fr Porch	32	0	\$450.00

IMPROVEMENTS

Description	Year Built	Dimension	Area	Value
-------------	------------	-----------	------	-------



TAX

	1st Half	2nd Half	Total
Charge:	\$2,191.61	\$2,191.61	
Credit:	(\$616.20)	(\$616.20)	
Rollback:	\$0.00	\$0.00	
Reduction:	\$0.00	\$0.00	
Homestead:	\$0.00	\$0.00	
Sales Credit:	\$0.00	\$0.00	
Net Tax:	\$1,575.41	\$1,575.41	
CAUV Recoupment:	\$0.00	\$0.00	
Special Assessments:	\$0.00	\$0.00	
Penalties/Adjustments:	\$157.54	\$0.00	
Delinquencies:	\$4,007.58		
Net Owed:	\$1,732.95	\$1,575.41	\$7,315.94
Net Paid:	\$0.00	\$0.00	\$0.00
Net Due:	\$1,732.95	\$1,575.41	\$7,315.94

RESOLUTION NO. _____

A RESOLUTION APPROVING AND ACCEPTING CERTAIN REAL PROPERTY FOR ACQUISITION INTO THE LAND REUTILIZATION PROGRAM; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

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

WHEREAS, it is requested that the City accept three (3) parcels of nonproductive land situated within the City of Sandusky as further described in attached Exhibit "A", for placement in the Land Reutilization Program Inventory; and

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

WHEREAS, the three (3) parcels requested for acquisition are tax delinquent and/or have been deemed to be necessary and/or beneficial to the Land Reutilization Program efforts and was approved by the Land Bank Committee on March 15, 2021; and

WHEREAS, upon City Commission approval and if acquired, the vacant lot located on Hancock Street and the condemned two-story office building with additional residential structure located at 506 E. Monroe Street will be evaluated for future development or used for a public purpose; and

WHEREAS, upon City Commission approval, the residential structure with heavy fire damage located at 1717 W. Madison Street will be voluntarily forfeited to the City by the property owner and the property will be demolished and evaluated for disposition; and

WHEREAS, any future sales of the parcels requested for acquisition will be presented to the City Commission by Ordinance for approval of disposition and sale; and

WHEREAS, the cost of these acquisitions will be minimal and will be recouped by the City upon sale of the properties; and

WHEREAS, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City in order to allow the Erie County Prosecutor's Office to proceed with the Sheriff's sales and judicial foreclosure process 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 **Resolution** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter; and NOW, THEREFORE

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

Section 1. This City Commission hereby approves and accepts for acquisition into the Land Reutilization Program three (3) parcels of nonproductive land situated within the City of Sandusky, as further described in Exhibit "A", a copy of which is attached to this Resolution and specifically incorporated herein.

Section 2. This City Commission authorizes and directs the City Manager to acquire the nonproductive land in accordance with the City of Sandusky's Land Reutilization Program in order to facilitate reutilization of the nonproductive land to support neighborhood revitalization and development within the City.

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

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

Section 5. That for the reasons set forth in the preamble hereto, this Resolution is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: April 12, 2021

Exhibit "A"

Parcel	Address	Owner(s)	Del. Taxes	Assessments	P&I*	Total Owed	Yearly Taxes and Assessments
56-00709.000 Proposed Use:	Hancock Street This is residential vacant land (as identified by Erie County Auditor) with a lot size of appx 33'x122'. The property is zoned DBD Downtown Business. The property is delinquent with the Erie County Treasurer's office and if acquired, it will be evaluated for future development.	William P. Scheid Jr.	393.40	257.11	91.45	741.96	121.57
59-01302.000 Proposed Use:	1717 W. Madison This is one story residential structure that was recently damaged in a fire. The lot size of appx 45'x132' and zoned R2F, Two Family Residential. The property owner has voluntarily offered this property to the City at no charge and agreed to provide a clear title search if approved. If acquired, the property will be evaluated for demolition.	John & Diane Mccord	0.00	0.00	0.00	0.00	1,003.60
57-04587.000 Proposed Use:	506 E. Monroe This is a two story office building with an additional residential that is currently condemned. Both structures sit on .1 acre of land valued at \$4,000, while the improvements value of the property is \$122,140, according to the Erie County Auditor's website. The property is zoned RRB, Residential Business. The property is not currently in tax foreclosure, but it is anticipated that it will be soon.	Kathryn Lastoskie	4806.81	236.59	717.13	5760.53	3150.82



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

To: Eric Wobser, City Manager

From: Debi Eversole, Community Development Programs Administrator

Date: March 30, 2021

Subject: Commission Agenda Item – Community Housing Impact and Preservation (CHIP) Partnership Agreement with Erie County

Item for Consideration: Legislation authorizing the City Manager to enter into a Joint Cooperation Agreement with Erie County, the City of Vermilion and the City of Huron and approving the filing of an application for financial assistance for Program Year 2021 Community Housing Impact and Preservation Program (CHIP) funding from the Ohio Development Services Agency.

Erie County will apply for and implement the program and administer any funds awarded through this application on behalf of the City of Sandusky and additional partners and that funds shall be used in all eligible areas throughout Erie County.

The Partners acknowledge that the total request for CHIP funds is based on maximum budget contributions (including partnership incentives) as follows:

- Erie County: \$ \$400,000
- The City of Sandusky: \$250,000*
- The City of Huron and: \$300,000
- The City of Vermilion: \$300,000

*The City of Sandusky is only eligible to apply for \$250,000 because the City is an entitlement community and receives Community Development Block Grant (CDBG) Funds separately. The other communities must apply for CDBG Funds separately and therefore are eligible to apply for \$300,000 of CHIP Funds. The County is eligible to apply for \$400,000.

Background Information: The Community Housing Impact and Preservation Program provides grants to eligible communities interested in undertaking housing-related activities, including necessary infrastructure improvements. The grants are awarded competitively and encourage a flexible, community-wide approach to the improvement and provision of affordable housing for low- and moderate-income persons, and help to develop local administrative capacity.

Budgetary Information: There is no impact on the City's General Fund. All of the projects in the program will be paid for through CHIP grant funds.

Action Requested: Legislation authorizing the City Manager to enter into a Joint Cooperation Agreement with Erie County, the City of Vermilion and the City of Huron and approving the filing of an application for financial assistance for Program Year 2021 Community Housing Impact and Preservation Program (CHIP) funding from the Ohio Development Services Agency and declaring that this legislation shall take immediate effect in accordance with Section 14 of the City Charter in order to submit the Resolution by April 23, 2021 as requested so the application can be filed by the deadline of June 23, 2021.

I concur with this recommendation:

Jonathan Holody
Community Development Director

Debi Eversole
Community Development Programs Administrator

Eric Wobser
City Manager

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

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A PARTNERSHIP AGREEMENT BETWEEN THE CITY OF SANDUSKY, THE BOARD OF ERIE COUNTY COMMISSIONERS, THE CITY OF HURON, AND THE CITY OF VERMILION RELATING TO THE COMMUNITY HOUSING IMPACT AND PRESERVATION (CHIP) PROGRAM; APPROVING THE SUBMISSION OF A GRANT APPLICATION BY THE BOARD OF ERIE COUNTY COMMISSIONERS ON BEHALF OF THE CITY OF SANDUSKY, ERIE COUNTY, THE CITY OF HURON, AND THE CITY OF VERMILION FOR FINANCIAL ASSISTANCE FROM THE PROGRAM YEAR 2021 COMMUNITY HOUSING IMPACT AND PRESERVATION (CHIP) PROGRAM THROUGH THE OHIO DEVELOPMENT SERVICES AGENCY'S OFFICE OF COMMUNITY DEVELOPMENT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Community Housing Impact and Preservation (CHIP) Program provides funding to local governments to improve and provide affordable housing for low- and moderate-income citizens and provides grants to eligible communities interested in undertaking housing-related activities, including necessary infrastructure improvements and the grants are awarded competitively and encourage a flexible, community-wide approach to improving and providing affordable housing for low- and moderate-income persons, and strengthening neighborhoods through community collaboration; and

WHEREAS, the City of Sandusky is eligible to apply for funding under the Program Year 2021 Community Housing Impact and Preservation Program administered by the Ohio Development Services Agency, Office of Community Development; and

WHEREAS, Erie County, the City of Vermilion, and the City of Huron are eligible to apply for funding under the Program Year 2021 CHIP administered by the Ohio Development Services Agency, Office of Community Development; and

WHEREAS, the Ohio Development Services Agency, Office of Community Development, encourages applicants for CHIP funding to partner with other eligible parties to request funding for their CHIP programs; and

WHEREAS, this City Commission approved a Joint Cooperating Agreement with Erie County, the City of Vermilion and the City of Huron relating to the Community Housing Impact and Preservation (CHIP) Program for the 2017 Program Year by Ordinance No. 17-068, passed on March 27, 2017, and the 2019 Program year by Ordinance No. 19-025, passed on February 25, 2019; and

WHEREAS, the City of Sandusky, Erie County, the City of Vermilion, and the City of Huron have agreed to partner again for purposes of obtaining 2021 CHIP funding in order to serve eligible households within the City and throughout jurisdiction of the County; 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 submit the Resolution by April 23, 2021 as requested so the application can be filed by the deadline of June 23, 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 Community Development, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The City Manager is authorized and directed to enter into a Community Housing Impact and Preservation (CHIP) Partnership Agreement between the City of Sandusky, the Board of Erie County Commissioners, the City of Huron, and the City of Vermilion, relating to the Program Year 2021 Community Housing Impact and Preservation (CHIP) Program, substantially in the same form as reflected in Exhibit "A" which is attached to this Ordinance and specifically incorporated as if fully rewritten herein, together with such revisions or additions as are approved by the Law Director as not being adverse to the City and being consistent with the objectives and requirements of this Ordinance and with carrying out the City's public purposes, a copy of which shall be filed in the Office of the Planning Director.

Section 2. The City Commission understands that the Joint Cooperating Agreement shall apply only to the 2021 CHIP Program and for the duration of the Program Year 2021 CHIP Grant agreement, which is in effect for the period of December 1, 2021, through February 28, 2024.

Section 3. This City Commission hereby approves and authorizes the submission of the grant application by the Board of Erie County Commissions on behalf of Erie County, the City of Sandusky, the City of Huron, and the City of Vermilion for the Program Year 2021 Community Housing Impact and Preservation (CHIP) Program through the Ohio Development Services Agency's Office of Community Development, a copy of which shall be filed in the Office of the Chief Development Officer, and authorizes Erie County to implement the program and administer any funds awarded through the application on behalf of the City and additional partners and that funds shall be used in all eligible areas throughout Erie County.

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: April 12, 2021

Community Housing Impact and Preservation Partnership Agreement

between

Erie County, City of Sandusky, City of Huron and City of Vermillion

WHEREAS, Erie County, City of Sandusky, City of Huron and City of Vermillion (Partners) wish to address various housing needs of low and moderate income residents of the county and cities; and

WHEREAS, the State of Ohio, Development Services Agency, Office of Community Development (OCD) provides financial assistance to local governments under its Program Year 2021 Community Housing Impact & Preservation (CHIP) program for the purpose of addressing local housing needs; and

WHEREAS, the Partners are eligible to apply for CHIP funds from the State of Ohio;

WHEREAS, OCD encourages local CHIP eligible communities to request funds as partners in one application; and the Partners desire to file a combined application under the CHIP Program to receive financial assistance to address needs, prioritized by the local Housing Advisory Committee;

NOW, THEREFORE, the Partners hereby agree to the following terms of this Partnership Agreement (Agreement):

1. Erie County has agreed to serve as the single applicant for funds and subsequent Grantee responsible for administering the CHIP grant, if funded.
2. Erie County is responsible for submitting the CHIP grant application in cooperation with the City of Sandusky, City of Huron and City of Vermillion, including procuring an administrator who shall conduct the detailed tasks of the planning process.
3. Erie County agrees to implement the PY2021 CHIP, if funded, in compliance with Community Development Block Grant (CDBG), HOME Investment Partnership (HOME) and Ohio Housing Trust Fund (OHTF) requirements, the State of Ohio Consolidated Plan, the CHIP program guidelines, and this Agreement.
4. This Agreement applies to any funds awarded from the State of Ohio PY2021 CHIP program. This Agreement remains in effect until the CHIP funds are expended and the funded activities completed and closed out. The Partners cannot terminate or withdraw from this Agreement while it remains in effect.
5. The Partners acknowledge the maximum CHIP fund request is \$1,250,000, as follows:
 - Erie County: \$400,000
 - City of Sandusky: \$250,000*
 - City of Huron: \$300,000
 - City of Vermillion: \$300,000

* City of Sandusky is HOME funds only, not eligible for CDBG or OHTF funds

6. The Partners understand funding amounts can be revised based on recommendations of the Erie County Housing Advisory Committee (HAC) and partner's consensus.
7. The Partners mutually agree to comply with all current Office of Community Development Programs Program Policy Notices.
8. Partners understand the amount of funds awarded to any or all jurisdictions may be less than the request.
9. The Partners will arrive at a funding decision, prior to submission of the PY2021 CHIP application based on program income commitments or other resources leveraged.
10. The Partners approve the grantee to direct the administrator to commit activity funds, proportional to the jurisdictional totals in #5, and to adjust proportionally relative to the percentage allocated of the grant award.
11. This Agreement does not contain a veto provision or other restriction that would allow any party to obstruct the implementation of the CHIP, during the PY2021 CHIP grant period.
12. The Partners agree to provide information to the Grantee for reporting purposes.
13. All program and financial records will be retained by the Grantee after the financial closeout is complete.
14. The partners agree to adopt the Erie County CHIP Policy and Procedures Manual, and shall apply these policies to any activities conducted under the PY2021 CHIP.
15. The Partners agree any mortgages expected to generate program income will be prepared by each jurisdiction as follows: The lien-holder shall be determined by the location of the property assisted: the City of Sandusky shall be the lien-holder for properties situated within Sandusky City limits; the County shall be the lien-holder for all other properties, including those located in Huron and Vermillion City limits. Program income will be received by the lien-holder. Reporting and expenditure of any such program income shall become the responsibility of the jurisdiction holding the lien.
16. Erie County will commit program income funds to future eligible outcomes, proportional to totals received between Huron, Vermillion and County addresses.
17. Partners agree to the following selection criteria, for funded activities:
 - Home Repair applications will be first-come, first-serve within each Partner's jurisdiction first, and then, if funding remains on October 30, 2023, within the grant service area.
 - Rehabilitation applications will be ranked according to the Erie County Policy and Procedure Manual, which state each Partner's jurisdiction first and then, if funds remain uncommitted on April 30, 2023, within the grant service area.
 - Habitat for Humanity (Habitat) participants will be selected through the Habitat application process and additionally satisfy all applicable CHIP program requirements, including HOME rules and regulations.
 - Tenant Based Rental Assistance (TBRA) applications will comply with the local housing authority selection process.
18. The Partners agree to the following finance mechanism, for funded activities:
 - Owner-occupied home repair will be provided as a grant.
 - TBRA will be provided as a grant.

- Owner-occupied rehabilitation will be provided as a five-year declining, partially forgivable loan with twenty percent (20%) remaining due and owing, whenever the home is sold, rented or transferred.
- Habitat will be provided as a ten-year fully forgivable loan.
- Rental rehabilitation will be provided as a loan, 100% forgivable after ten years, with owners providing up to 50% match on hard costs.
- Rental repair will be provided as a loan, 100% forgivable after two years, with owners providing up to 50% match on hard costs.

19. The Partners agree the following table represents the responsibilities of partner tasks to be undertaken by one or more partners directly, through cooperation, or by contract:

Task X=primary role Y=support/cooperate	Erie County	City of Sandusky	City of Huron	City of Vermillion	Administrator
Procure Administrator	X	Y	Y	Y	
Convene HAC	X	Y	Y	Y	X
Designate OCEAN Program roles	X				
Sign/authorize application submission	X				
Manage grant fund administration	X				X
Provide on-going oversight of administrator as detailed in administrative contract	X				
Receive and manage program income	X	X			Y
Pay contractors/vendors	X				Y
Prepare/file reports	X				X
Retain all grant records for auditing/ monitoring	X				Y

IN WITNESS WHEREOF, the parties hereto have executed this Partnership Agreement Between Erie County Commissioners, the City of Sandusky, the City of Huron, and the City of Vermillion for the application and Administration of the PY2021 Community Housing Impact and Preservation (CHIP) Program and authorized by the Grantee with the authorizing legislation #_____ and dated _____, 2021.

GRANTEE:

Erie County Commissioners
2900 Columbus Ave.
Third Floor
Sandusky, OH 44870

Name: _____
Patrick J. Shenigo, Commissioner

Date: _____

Witness to Grantee Signature: _____

Date: _____

Approved to Form:

Name: _____
Erie County Prosecutor

Date: _____

Legal Form and Sufficiency

This Cooperating Agreement has been reviewed by legal counsels of each Party and has been determined the terms and conditions of said agreement are fully authorized under State and local law and said agreement provides legal authority for Erie County.

IN WITNESS WHEREOF, the parties hereto have executed this Partnership Agreement Between Erie County Commissioners, the City of Sandusky, the City of Huron, and the City of Vermillion for the application and Administration of the PY2021 Community Housing Impact and Preservation (CHIP) Program and authorized by the Grantee with the authorizing legislation #_____ and dated _____, 2021.

PARTNER:

City of Sandusky
240 Columbus Ave.
Sandusky, OH 44870

Name: _____ Date: _____
Eric Wobser, City Manager

Witness to Partner Signature: _____ Date: _____

Approved to Form:

Name: _____ Date: _____
City of Sandusky Law Director

Legal Form and Sufficiency

This Cooperating Agreement has been reviewed by legal counsels of each Party and has been determined the terms and conditions of said agreement are fully authorized under State and local law and said agreement provides legal authority for Erie County.

IN WITNESS WHEREOF, the parties hereto have executed this Partnership Agreement Between Erie County Commissioners, the City of Sandusky, the City of Huron, and the City of Vermillion for the application and Administration of the PY2021 Community Housing Impact and Preservation (CHIP) Program and authorized by the Grantee with the authorizing legislation #_____ and dated _____, 2021.

PARTNER:

City of Huron
417 Main Street
Huron, OH 44839

Name: _____ Date: _____
Matt Lasko, City Manager

Witness to Partner Signature: _____ Date: _____

Approved to Form:

Name: _____ Date: _____
City of Huron Law Director

Legal Form and Sufficiency

This Cooperating Agreement has been reviewed by legal counsels of each Party and has been determined the terms and conditions of said agreement are fully authorized under State and local law and said agreement provides legal authority for Erie County.

IN WITNESS WHEREOF, the parties hereto have executed this Partnership Agreement Between Erie County Commissioners, the City of Sandusky, the City of Huron, and the City of Vermillion for the application and Administration of the PY2021 Community Housing Impact and Preservation (CHIP) Program and authorized by the Grantee with the authorizing legislation #_____ and dated _____, 2021.

PARTNER:

City of Vermillion
5511 Liberty Ave
Vermillion, OH 44089

Name: _____ Date: _____
Jim Forthofer, Mayor

Witness to Partner Signature: _____ Date: _____

Approved to Form:

Name: _____ Date: _____
City of Vermillion Law Director

Legal Form and Sufficiency

This Cooperating Agreement has been reviewed by legal counsels of each Party and has been determined the terms and conditions of said agreement are fully authorized under State and local law and said agreement provides legal authority for Erie County.

NOTICE TO LEGISLATIVE
AUTHORITY

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

6620544		NEW	PADDLE AND CLIMB LLC 305 E WATER ST SANDUSKY OH 44879
PERMIT NUMBER		TYPE	
ISSUE DATE			
03 19 2021			
FILING DATE			
D2			
PERMIT CLASSES			
22	077	B	C88151
TAX DISTRICT			RECEIPT NO.



FROM 03/23/2021

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



MAILED 03/23/2021

RESPONSES MUST BE POSTMARKED NO LATER THAN. 04/23/2021

IMPORTANT NOTICE

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

REFER TO THIS NUMBER IN ALL INQUIRIES

B NEW 6620544

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

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

WE DO NOT REQUEST A HEARING. ☐

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

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

(Signature)

(Title)- ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council

☐ Township Fiscal Officer

CLERK OF SANDUSKY CITY COUNCIL
240 COLUMBUS AVE
SANDUSKY OHIO 44870



**Department
of Commerce**

Rev 2/10/2021

Mike DeWine, Governor
Jon Husted, Lt. Governor

Division of Liquor Control
Sheryl Maxfield, Director

Dear Local Legislative Authority Official:

Please find enclosed the legislative notice that is being sent to you regarding the applied for liquor permit as captioned on the notice. You must, within 30 days from the "mailed" date listed on the notice under the bar code:

- Notify the Division whether you object and want a hearing or not; or
- Ask for your one-time only, 30-day extension.
 - Any requests for a one-time, 30-day extension will be reviewed by the Division upon timely receipt. If granted, your additional 30-days runs from the expiration of the original 30-day period.

To be considered timely, your above response must be:

FAXED to the Division no later than 30 days after the "mailed" date (this is the date listed after the "responses must be postmarked no later than." You can fax your response to: (614) 644 – 3166

EMAILED to the Division no later than 30 days after the "mailed" date (this is the date listed after the "responses must be postmarked no later than." You can email your response to: LiquorLicensingMailUnit@com.state.oh.us

POSTMARKED, if mailed, no later than the date listed on the notice after "responses must be postmarked no later than." You can mail your response to

Ohio Division of Liquor Control
Attn: Licensing Unit
6606 Tussing Road
PO Box 4005
Reynoldsburg, Ohio 43068-9005

In an effort to speed up processing times and reduce paper, the Division respectfully asks that you either fax or email the above notice. In a similar effort, please note that the Division is no longer sending ownership information with this legislative notice. If you want to know who owns the applied for permit you can find that information in two ways:

- Go to https://www.comapps.ohio.gov/lqr/lqr_apps/PermitLookup/PermitHolderOwnership.aspx and enter the permit number listed on the legislative notice; or
- Contact your police department or county sheriff, if you are a township fiscal officer or county clerk, as the Division sends the applicable law enforcement agency the pertinent ownership disclosure information when it notifies them of the permit application.

Licensing Section
6606 Tussing Road
Reynoldsburg, OH 43068-9009

Fax 614-728-1281
TTY/TDD 800-750-0750
com.ohio.gov

An Equal Opportunity Employer and Service Provider

McKenzie Spriggs

From: Jared Oliver
Sent: Friday, March 26, 2021 4:03 PM
To: Stephen Rucker; McKenzie Spriggs; Jonathan Holody
Cc: Kristen Barone
Subject: RE: Paddle and Climb liquor permit

No issues here either.



Jared Oliver | Chief of Police
SANDUSKY POLICE DEPARTMENT
222 Meigs Street | Sandusky, OH 44870
T: 419.627.5869 | F: 419.627.5862
www.ci.sandusky.oh.us



From: Stephen Rucker <srucker@ci.sandusky.oh.us>
Sent: Friday, March 26, 2021 3:40 PM
To: McKenzie Spriggs <mspriggs@ci.sandusky.oh.us>; Jonathan Holody <jholody@ci.sandusky.oh.us>; Jared Oliver <joliver@ci.sandusky.oh.us>
Cc: Kristen Barone <kbarone@ci.sandusky.oh.us>
Subject: Re: Paddle and Climb liquor permit

No issues from my office

Get [Outlook for iOS](#)

From: McKenzie Spriggs <mspriggs@ci.sandusky.oh.us>
Sent: Friday, March 26, 2021 3:38:41 PM
To: Stephen Rucker <srucker@ci.sandusky.oh.us>; Jonathan Holody <jholody@ci.sandusky.oh.us>; Jared Oliver <joliver@ci.sandusky.oh.us>
Cc: Kristen Barone <kbarone@ci.sandusky.oh.us>
Subject: RE: Paddle and Climb liquor permit

It is commercial, to go with their new bar located in the Paddle & Climb space.

Thanks,
McKenzie

From: Stephen Rucker
Sent: Friday, March 26, 2021 12:23 PM
To: McKenzie Spriggs <mspriggs@ci.sandusky.oh.us>; Jonathan Holody <jholody@ci.sandusky.oh.us>; Jared Oliver <joliver@ci.sandusky.oh.us>
Cc: Kristen Barone <kbarone@ci.sandusky.oh.us>
Subject: Re: Paddle and Climb liquor permit

McKenzie Spriggs

From: Jonathan Holody
Sent: Tuesday, April 6, 2021 4:13 PM
To: McKenzie Spriggs
Subject: RE: Paddle & Climb liquor license

McKenzie,

There is no objection from Community Development as the property is zoned Downtown Business District.

There is some conflicting language in the code, however, I understand staff has viewed the sale of alcoholic beverages as permitted in the Downtown Business District in the past, and I can see an argument supporting this position based on my read of the zoning code (see 1133.04a2B).

Jonathan

From: McKenzie Spriggs <mspriggs@ci.sandusky.oh.us>
Sent: Saturday, March 27, 2021 10:42 PM
To: Jonathan Holody <jholody@ci.sandusky.oh.us>; Kristen Barone <kbarone@ci.sandusky.oh.us>
Subject: FW: Paddle & Climb liquor license

Hey guys, just wanted to give you a heads up in regards to the liquor permit I sent last week. I just need the wording below in an email, in order to take to the commission. Paddle and climb is adding on a wine liquor permit to their permit which was already granted.

Thanks,
McKenzie

From: Greg Voltz
Sent: Friday, December 18, 2020 10:10 AM
To: McKenzie Spriggs <mspriggs@ci.sandusky.oh.us>; Stephen Rucker <srucker@ci.sandusky.oh.us>; Jared Oliver <joliver@ci.sandusky.oh.us>
Cc: John Orzech <jorzech@ci.sandusky.oh.us>
Subject: RE: Paddle & Climb liquor license

McKenzie,

This property is zoned "DBD" – Downtown Business District. This is a permitted use within this district.

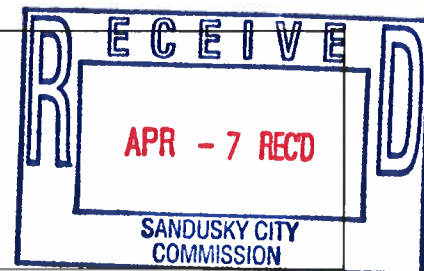
Thank you,

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

NOTICE TO LEGISLATIVE
AUTHORITY

OHIO DIVISION OF LIQUOR CONTROL
8808 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2360 FAX(614)644-3166

9359414		NEW		TO	
PERMIT NUMBER		TYPE		WAKE UP AND WAFFLE	
ISSUE DATE				131 E MARKET ST	
03 17 2021				SANDUSKY OH 44870	
FILING DATE					
D5J					
PERMIT CLASSES					
22	077	B	C90295		
TAX DISTRICT			RECEIPT NO.		



FROM 04/05/2021

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



MAILED 04/05/2021

RESPONSES MUST BE POSTMARKED NO LATER THAN. 05/06/2021

IMPORTANT NOTICE

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

REFER TO THIS NUMBER IN ALL INQUIRIES

B NEW 9359414

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

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

WE DO NOT REQUEST A HEARING. ☐

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

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

(Signature)

(Title) ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council

☐ Township Fiscal Officer

CLERK OF SANDUSKY CITY COUNCIL
240 COLUMBUS AVE
SANDUSKY OHIO 44870

McKenzie Spriggs

From: Stephen Rucker
Sent: Wednesday, April 7, 2021 2:37 PM
To: McKenzie Spriggs; Jared Oliver; Jonathan Holody; Kristen Barone
Subject: RE: Liquor Permit for 131 E. Market Street

No issues, thanks.



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

From: McKenzie Spriggs <mspriggs@ci.sandusky.oh.us>
Sent: Wednesday, April 7, 2021 1:00 PM
To: Jared Oliver <joliver@ci.sandusky.oh.us>; Stephen Rucker <srucker@ci.sandusky.oh.us>; Jonathan Holody <jholody@ci.sandusky.oh.us>; Kristen Barone <kbarone@ci.sandusky.oh.us>
Subject: Liquor Permit for 131 E. Market Street

All,
Please see the attached liquor permit for Wake Up and Waffle, located at 131 E. Market Street.

Let me know if you have any questions or concerns,
McK



McKenzie Spriggs | Commission Clerk
CITY COMMISSION
240 Columbus Avenue | Sandusky, OH 44870
T: 419.627.5850
www.ci.sandusky.oh.us



McKenzie Spriggs

From: Jared Oliver
Sent: Wednesday, April 7, 2021 1:46 PM
To: McKenzie Spriggs; Stephen Rucker; Jonathan Holody; Kristen Barone
Subject: RE: Liquor Permit for 131 E. Market Street

No issues from SPD.



Jared Oliver | Chief of Police
SANDUSKY POLICE DEPARTMENT
222 Meigs Street | Sandusky, OH 44870
T: 419.627.5869 | F: 419.627.5862
www.ci.sandusky.oh.us



From: McKenzie Spriggs <mspriggs@ci.sandusky.oh.us>
Sent: Wednesday, April 7, 2021 1:00 PM
To: Jared Oliver <joliver@ci.sandusky.oh.us>; Stephen Rucker <srucker@ci.sandusky.oh.us>; Jonathan Holody <jholody@ci.sandusky.oh.us>; Kristen Barone <kbarone@ci.sandusky.oh.us>
Subject: Liquor Permit for 131 E. Market Street

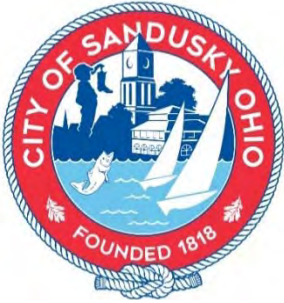
All,
Please see the attached liquor permit for Wake Up and Waffle, located at 131 E. Market Street.

Let me know if you have any questions or concerns,
McK



McKenzie Spriggs | Commission Clerk
CITY COMMISSION
240 Columbus Avenue | Sandusky, OH 44870
T: 419.627.5850
www.ci.sandusky.oh.us





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: April 12, 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 L. Wobser, City Manager
From: Debi Eversole, Housing Development Specialist
Date: March 30, 2021
Subject: Commission Agenda Item – Grant Agreement between City of Sandusky and Case Development, LLC

Items for Consideration: Legislation approving a Grant Agreement to be entered into between the City of Sandusky (“the City”) and Case Development, LLC (“the Applicant”), an Ohio Limited Liability Company, for the purposes of furthering housing development efforts in the City.

Background Information: The Applicant owns the land located at 409 W. Water Street (“the Property”) with approved plans to ultimately construct a 13-unit housing development in 2-3 phases. The first phase consisting of a 5-unit townhouse building on the eastern portion of the site along W. Water Street was completed in 2020. The Applicant has begun the second phase of the development consisting of a second 5-unit townhouse building, which is expected to be complete by late summer, 2021. Phase III consists 3 single family carriage houses (the “Project”) which are intended to be complete by fall 2021.

The total construction budget for the third phase, including utility and site work, is just over \$1.2 million dollars.

According to the Housing Development and Beautification Guidelines and Application, the Applicant is eligible for a grant in an amount of up to \$7,500 per unit for substantial redevelopment projects that include new residential construction. As such, in this case, the Applicant is eligible for a grant of up to \$22,500.00. Additionally, to induce the Project, the City has agreed to provide housing incentive grants to the Applicant to assist in the payment of a portion of the costs of the Project.

Budgetary Information: The City will be responsible for providing a total of \$22,500 in grant proceeds from the Community Development Capital Projects Fund on a reimbursable basis in the amount of \$7,500 at a time with the receipt of Certificate of Occupancy for the completion of each of the last 3 units.

Action Requested: It is requested that the proper legislation be prepared to allow the City to enter into a Grant Agreement with Case Development, LLC. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter in order to immediately execute the grant agreement and ensure the full benefit of the agreement is realized.

Jonathan Holody
Community Development Director

Debi Eversole
Community Development Programs Administrator

I concur with this recommendation:

Eric L. Wobser
City Manager

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

CERTIFICATE OF FUNDS

In the Matter of: Case Development LLC- Housing Grant

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 # 431-4010-53000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 3/30/2021

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND APPROVING A GRANT IN THE AMOUNT OF \$22,500.00 THROUGH THE HOUSING DEVELOPMENT AND BEAUTIFICATION GRANT PROGRAM TO CASE DEVELOPMENT, LLC, IN RELATION TO THE PROPERTY LOCATED AT 409 W. WATER STREET; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, Case Development, LLC, acquired the property located at 409 W. Water Street, formally known as the Keller Building site, from the City in July of 2016 to construct a 13-unit housing development in 2-3 phases of which the first phase, consisting of a 5-unit townhouse building on the eastern portion of the site along W. Water Street, was completed in 2020; and

WHEREAS, Case Development, LLC, has begun the second phase of the development consisting of a second 5-unit townhouse building which is expected to be completed by late summer of 2021, and the third phase consisting of three (3) single-family carriage houses are intended to be completed by fall of 2021; and

WHEREAS, the total construction budget for the third phase, including utility and site work, is over \$1.2 million dollars and according to the Housing Development and Beautification Guidelines, Case Development, LLC, is eligible for a grant up to \$7,500.00 per unit for new residential construction; 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, it is recommended to approve a grant to Case Development, LLC, in the amount of \$22,500.00, in accordance with the Sandusky City Development Programs, to assist with the construction costs for the purpose of furthering housing development efforts in the City; 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 Grant Agreement and ensure the full benefit of the agreement 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 City Commission authorizes and directs the City Manager to enter into a Grant Agreement with Case Development, LLC, for financial assistance through the Housing Development and Beautification Grant Program for the purpose of furthering housing 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 Case Development, LLC, in an amount **not to exceed** Twenty Two Thousand Five Hundred and 00/100 Dollars (\$22,500.00) from the Community 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

Passed: April 12, 2021

GRANT AGREEMENT

This Grant Agreement (the "Agreement") is made and entered into as of the ____ day of _____, 2021 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 CASE DEVELOPMENT, LLC, ("the Applicant"), an Ohio Limited Liability Company.

WITNESSETH:

WHEREAS, the Applicant owns the vacant land located at 409 W. Water Street ("the Property") and plans to ultimately construct a 13-unit housing development in 2-3 phases. The first phase consisting of a 5-unit townhouse building on the eastern portion of the site along W. Water Street was completed in 2020. The Applicant has begun the second phase of the development consisting of a second 5-unit townhouse building, which is expected to be complete by late summer, 2021. Phase III consists of 3 single family carriage houses (the "Project") which are intended to be complete by fall 2021; and

WHEREAS, the total construction budget for the third phase, including utility and site work, is just over \$1.2 million dollars; and

WHEREAS, according to the Housing Development and Beautification Guidelines and Application, the Applicant is eligible for a grant in an amount of up to \$7,500 per unit for substantial redevelopment projects that new residential construction. As such, in this case, the Applicant is eligible for a grant of up to \$22,500.00; and

WHEREAS, to induce the Project, the City has agreed to provide housing incentive grants to the Applicant 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 the development of the 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 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 \$22,500, payable to the Applicant (the "City Grant") toward the costs of the Project, payable in the amount of \$7,500 at a time upon completion of each of the third 3 units of the Project. The City Grant will be expensed from the Community Development Capital Projects account (#431-4010-53000). 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 and Zoning matters and other applicable codes and regulations of the City, including obtaining permits. The Applicant is still required to meet the requirements for disbursement prior to receiving any award funds – as outlined on Page 15 of the Housing Development and Beautification Program Guidelines and Application. Furthermore, the Applicant agrees to display a sign during construction noting the City's support; and

The Applicant 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 Applicant know if it has satisfied the condition 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 on or before April 13, 2022. 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 Applicant 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 Applicant 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 Housing Development and Beautification Program
City of Sandusky, Ohio
City Hall- Fourth Floor
240 Columbus Avenue
Sandusky, OH 44870

(ii) TO THE APPLICANT: Case Development, LLC
c/o Michael DeCesare
6606 Father Caruso Drive
Cleveland, Ohio 44102

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.

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.

CASE DEVELOPMENT, LLC
an Ohio Limited Liability Company

By: _____
Michael DeCesare

Title: _____

CITY OF SANDUSKY, OHIO

By: _____
Eric Wobser
City Manager, City of Sandusky, Ohio

The legal form of the within instrument
is hereby approved.

Brendan Heil
Law Director, City of Sandusky, Ohio
Ohio Supreme Court #0091991

DRAFT

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



CITY COMMISSION OFFICE

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5850
www.ci.sandusky.oh.us

TO: City Commission

FROM: McKenzie Spriggs
Commission Clerk

DATE: March 25, 2021

Subject: Commission Agenda Item – Purchase of a Mobile Stage

ITEM FOR CONSIDERATION: Legislation authorizing the purchase of one (1) Stageline SL100 Mobile Stage from Stageline Mobile Stage Inc. of L'Assomption, Quebec, Canada.

BACKGROUND INFORMATION: In the Bicentennial Vision Plan, increased programming was identified throughout the Destination City section as a driver of economic activity and as a way to enrich the lives of Sandusky residents. In the recent Downtown Master Plan programming is identified as a top 10 priority and one of the early initiatives to undertake. Programming is one of the great drivers of downtowns-- it creates unifying events for the community to enjoy, transitions us to a year-round destination economy, and activates the shoulder seasons.

The bicentennial year showed us that the Sandusky community responds to large scale programming. The Jackson Street Pier has been discussed as the programming epicenter and its renovated space provides us the opportunity to program in high quality and innovative ways, like this city has never seen before.

Since the end of 2018, the importance of elevated programming has been discussed with Sandusky's anchor institutions. All of the funding was committed pre COVID-19, and all donors chose to honor those commitments. An agreement granting the naming rights of the Mobile Stage to the Erie County Community Foundation through assistance from the Randolph J. and Estelle M. Dorn Foundation will be brought as a companion piece of legislation. They are especially excited to bring this amenity to the community to celebrate their 25th anniversary as an organization (now in their 26th year). A programming strategy has been outlined and hopes to be debuted this summer, with the help of our partners and these new amenities.

The City issued a Request for Proposals (RFP) on February 18, 2021, for the purpose of purchasing a Mobile Stage. Two (2) proposals were received on Friday, March 5, 2021, and evaluated by a selection committee who determined the proposal from Stageline Mobile Stage Inc. of L'Assomption, Quebec, Canada was the lowest and best, based upon the availability and delivery of stage by May 31, 2021, and price.

BUDGETARY INFORMATION: The total cost of the Stageline SL100 Mobile Stage is \$135,176.00 and will be paid entirely from funds donated for this purpose. Funds will be held in the Jackson Street Pier amenities account; 431-6860-55300.

ACTION REQUESTED: It is requested that the proper legislation be prepared and approval be granted to purchase one (1) Stageline SL100 Mobile Stage from Stageline Mobile Stage Inc. of L'Assomption, Quebec, Canada, in an amount not to exceed \$135,176.00. It is further requested that the legislation is to be passed under suspension of the rules in full accordance with Section 14 of the City Charter in order to immediately place an order for the mobile stage and allow for delivery of equipment and training of City staff, in order to meet summer programming goals.

I concur with this recommendation:

Eric Wobser
City Manager

McKenzie Spriggs
Commission Clerk

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

CERTIFICATE OF FUNDS

In the Matter of: Stageline Mobile Stage

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

Account # 431-6860-55300

By: 

Michelle Reeder

Finance Director

Dated: 4/8/2021

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXPEND THE FUNDS FOR THE PURCHASE OF A STAGELINE SL100 MOBILE STAGE FROM STAGELINE MOBILE STAGE INC. OF L'ASSOMPTION, QUEBEC, CANADA, FOR THE JACKSON STREET PIER; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, in 2016 the City's Bicentennial Vision Plan was adopted which identified increased programming as a driver of economic activity and as a way to enrich the lives of Sandusky residents and the recently adopted Downtown Master Plan identified programming as a top 10 priority; and

WHEREAS, the renovated Jackson Street Pier provides the City with the opportunity to program in high quality and innovative ways; and

WHEREAS, a Request for Proposals (RFP) was issued on February 18, 2021, for the purpose of purchasing a Mobile Stage in which two (2) proposals were received and evaluated by a selection committee who determined that the proposal from Stageline Mobile Stage Inc. of L'Assomption, Quebec, Canada, was the lowest and best, based upon the availability and delivery of stage by May 31, 2021, and price; and

WHEREAS, the total cost for the purchase of the Stageline SL100 Mobile Stage is \$135,176.00 and will be paid entirely with donated funds from the Jackson Street Pier Amenities Fund dedicated for amenities at the Jackson Street Pier; and

WHEREAS, approval to enter into an agreement with the Erie County Community Foundation for the naming rights for the proposed Mobile Stage 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 purchase the mobile stage and allow for delivery no later than May 31, 2021, and the necessary time for Staff training to meet the City's summer programming goals; and

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

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

Section 1. The City Manager is authorized and directed to expend the funds for the purchase of a Stageline SL100b Mobile Stage from Stageline Mobile Stage Inc., of L'Assomption, Quebec, Canada, at an amount **not to exceed** One Hundred Thirty Five Thousand One Hundred Seventy Six and 00/100 Dollars (\$135,176.00).

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

Section 3. This 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: April 12, 2021



CITY COMMISSION OFFICE

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5850
www.ci.sandusky.oh.us

TO: City Commission

FROM: McKenzie Spriggs
Commission Clerk

DATE: March 25, 2021

Subject: Commission Agenda Item – Purchase of a Portable LED Screen

ITEM FOR CONSIDERATION: Legislation authorizing the purchase of one (1) Portable LED Screen and accessories from LED3 LLC., of Canfield, Ohio.

BACKGROUND INFORMATION: In the Bicentennial Vision Plan, increased programming was identified throughout the Destination City section as a driver of economic activity and as a way to enrich the lives of Sandusky residents. In the recent Downtown Master Plan programming is identified as a top 10 priority and one of the early initiatives to undertake. Programming is one of the great drivers of downtowns-- it creates unifying events for the community to enjoy, transitions us to a year-round destination economy, and activates the shoulder seasons.

The bicentennial year showed us that the Sandusky community responds to large scale programming. The Jackson Street Pier has been discussed as the programming epicenter and its renovated space provides us the opportunity to program in high quality and innovative ways, like this city has never seen before.

Since the end of 2018, the importance of elevated programming has been discussed with Sandusky's anchor institutions. All of the funding was committed pre COVID-19, and all donors chose to honor those commitments. An agreement granting the naming rights of the LED Screen to Firelands Regional Healthcare System will be brought as a companion piece of legislation. They are especially excited to debut these amenities to the community and share with their employees. A programming strategy has been outlined and hopes to be debuted this summer, with the help of our partners and these new amenities.

The City issued a Request for Proposals (RFP) on February 18, 2021, for the purpose of purchasing a Portable LED Screen. Only one (1) proposal was received on Friday, March 5, 2021, and evaluated by a selection committee who determined the proposal from LED3 LLC., of Canfield, Ohio was the lowest and best, based upon the availability and delivery of screen by May 31, 2021, and price.

BUDGETARY INFORMATION: The total cost of the Portable LED Screen and accessories is \$130,435.00 and will be paid entirely from funds donated for this purpose. Funds will be held in the Jackson Street Pier amenities account; 431-6860-55300.

ACTION REQUESTED: It is requested that the proper legislation be prepared and approval be granted to purchase the Portable LED Screen and accessories from LED3 LLC, of Canfield, Ohio, in an amount not to exceed \$130,435.00. It is further requested that the legislation is to be passed under suspension of the rules in full accordance with Section 14 of the City Charter in order to immediately place an order for the portable screen and allow for delivery of equipment and training of City staff, in order to meet summer programming goals.

I concur with this recommendation:

Eric Wobser
City Manager

McKenzie Spriggs
Commission Clerk

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

CERTIFICATE OF FUNDS

In the Matter of: Portable LED Screen

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

Account # 431-6860-55300

By: 

Michelle Reeder

Finance Director

Dated: 4/8/2021

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXPEND THE FUNDS FOR THE PURCHASE OF A PORTABLE LED SCREEN FROM LED3, LLC, OF CANFIELD, OHIO, FOR THE JACKSON STREET PIER; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, in 2016 the City's Bicentennial Vision Plan was adopted which identified increased programming as a driver of economic activity and as a way to enrich the lives of Sandusky residents and the recently adopted Downtown Master Plan identified programming as a top 10 priority; and

WHEREAS, the renovated Jackson Street Pier provides the City with the opportunity to program in high quality and innovative ways; and

WHEREAS, a Request for Proposals (RFP) was issued on February 18, 2021, for the purpose of purchasing a Portable LED Screen in which one (1) proposal was received and evaluated by a selection committee who determined that the proposal from LED3, LLC, of Canfield, Ohio, was the lowest and best, based upon the availability and delivery of stage by May 31, 2021, and price; and

WHEREAS, the total cost for the purchase of the Portable LED Screen is \$130,435.00 and will be paid entirely with donated funds from the Jackson Street Pier Amenities Fund dedicated for amenities at the Jackson Street Pier; and

WHEREAS, approval to enter into an agreement with Firelands Regional Health System for the naming rights for the proposed Portable LED Screen 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 purchase the portable LED screen and allow for delivery no later than May 31, 2021, and the necessary time for Staff training to meet the City's summer programming goals; and

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

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

Section 1. The City Manager is authorized and directed to expend the funds for the purchase of a Portable LED Screen from LED3, LLC, of Canfield, Ohio, at an amount **not to exceed** One Hundred Thirty Thousand Four Hundred Thirty Five and 00/100 Dollars (\$130,435.00).

Section 2. If any section, phrase, sentence, or portion of this Ordinance is for

any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 3. This 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: April 12, 2021



CITY COMMISSION OFFICE

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5850
www.ci.sandusky.oh.us

TO: City Commission

FROM: McKenzie Spriggs
Commission Clerk

DATE: March 25, 2021

Subject: Commission Agenda Item – Naming Rights to the Jackson Street Pier Amenities

ITEMS FOR CONSIDERATION: Legislation approving Naming Rights Agreements with the Mylander Foundation for the pavilion, Erie County Community Foundation for the mobile stage, Firelands Regional Health System for a portable LED screen, and Civista Bank for an ice skating rink at the Jackson Street Pier.

BACKGROUND INFORMATION: With examples of Issue 8, the Bicentennial year, and the BGSU / Cedar Fair RAAM Program we have seen that partnerships can create results that singular entities could not do alone. When the discussion to continue programming at the level that was seen during the 2018 year came about, many partners were eager and willing to participate in order to make it a reality. The purchases of the LED screen, mobile stage, Pavilion at the Jackson Street Pier, and ice rink (rink may be rented) are being made possible through the generous donations of Sandusky partners and anchor institutions. All of the funding was committed pre-COVID-19 and partners chose to honor those commitments and bring to the Sandusky community once the end of the pandemic was in-sight.

Mylander Foundation

The Pavilion located at the Jackson Street Pier was built to serve the community and be an event space in all seasons. This space is already seeing a high volume of reservation requests for events such as graduation parties, anniversary and retirement celebrations, and weddings. City staff and the recreation department will also be activating this space with programming for youth and community members. The Mylander Foundation has donated \$314,000 and in exchange the City will grant naming rights for the pavilion to be named "Mylander Pavilion".

Erie County Community Foundation

Live music has been identified as a great builder of community. Different genres attract different audiences and invite people to downtown Sandusky. The performance stage will allow for music events and various types of live performances to come to life on the waterfront. The Erie County Community Foundation, through the assistance of the Randolph J. and Estelle M. Dorn Foundation, has donated \$150,000 and in exchange the City will grant naming rights for a mobile stage to be named "The Erie County Community Foundation Stage". Approved to purchase a mobile stage is being requested in companion legislation.

Firelands Regional Health System

Movies by the Bay is a popular family activity. An LED screen will allow for movies to be shown during daytime and evening hours, before the sun has gone down. This versatile screen is mobile and can be taken throughout the community. Firelands Regional Health System has donated \$117,500 and in exchange the City will grant naming rights for a portable LED screen to be named at a later date. Approval to purchase a portable LED Screen is being requested in companion legislation.

Civista Bank

An ice skating rink is discussed in the Bicentennial Vision Plan as a way to energize the area during the winter season. An ice rink downtown also brings people to the business district during the slow season. Civista Bank has donated \$150,000 and in exchange the City will grant naming rights for an ice skating rink to be named "Civista Bank Ice Skating Rink" to debut during the Thanksgiving season 2021.

A donation from the Bicentennial Committee, which were remaining funds from the bicentennial year, is on the City Manager's Report. These funds will also be utilized in the purchase of amenities.

BUDGETARY IMPACT: There is no budgetary impact.

ACTION REQUESTED: It is requested that the proper legislation be prepared approving Naming Rights Agreements with the Mylander Foundation for the pavilion, Erie County Community Foundation for the mobile stage, Firelands Regional Health System for a portable LED screen, and Civista Bank for an ice skating rink at the Jackson Street Pier. It is further requested that the legislation is to be passed under suspension of the rules in full accordance with Section 14 of the City Charter in order for agreements to be immediately executed to allow the donations to be issued and accepted in a timely manner and to meet the City's summer programming goals.

I concur with this recommendation:

Eric Wobser
City Manager

McKenzie Spriggs
Commission Clerk

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

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A NAMING RIGHTS AGREEMENT WITH THE MYLANDER FOUNDATION RELATING TO THE PAVILION AT THE JACKSON STREET PIER; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, in 2016 the City's Bicentennial Vision Plan was adopted which identified increased programming as a driver of economic activity and as a way to enrich the lives of Sandusky residents and the recently adopted Downtown Master Plan identified programming as a top 10 priority; and

WHEREAS, the renovated Jackson Street Pier provides the City with the opportunity to program in high quality and innovative ways; and

WHEREAS, the City desires to generate revenue for Sandusky programming at the Jackson Street Pier, as well as repair, maintain, and improve amenities offered to the public at the Jackson Street Pier, which includes a mobile (LED) digital screen, ice skating rink, pavilion, and performance stage; and

WHEREAS, the City has partnered with Civista Bank, the Mylander Foundation, Firelands Regional Health System, and the Erie County Community Foundation through the Randolph J. and Estelle M. Dorn Foundation for the purchase of these amenities at the Jackson Street Pier through generous donations in exchange for naming rights to certain amenities; and

WHEREAS, the Mylander Foundation desires to donate \$314,000.00 for the purpose of paying the costs of the Jackson Street Pier amenities, signage for said amenities, and programming at the Jackson Street Pier; and

WHEREAS, in exchange for the donation, the City desires to grant the Mylander Foundation naming rights for the pavilion at the Jackson Street Pier to be named "Mylander Pavilion"; 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 allow the donation to be issued and accepted in a timely manner and to meet the City's summer programming goals; and

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

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

Section 1. The City Manager be and hereby is authorized to execute a Naming Rights Agreement with the Mylander Foundation relating to the pavilion at the Jackson Street Pier, substantially in the same form as reflected in Exhibit "1" which is attached to this Ordinance and specifically incorporated as if fully rewritten herein together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Ordinance.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: April 12, 2021

NAMING RIGHTS AGREEMENT

This Naming Rights Agreement (the “Agreement”) is made and entered into on this ____ day of _____, 2021 (the “Effective Date”), by and between **City of Sandusky** (the “City”), and **the Mylander Foundation** (“Donor”).

WHEREAS, the City owns what is known as the Jackson Street Pier (the “Property”);

WHEREAS, the City wants to generate revenue for Sandusky programming at the Jackson Street Pier, as well as repair, maintain, and improve amenities offered to the public at the Jackson Street Pier, which include, but are not limited to a:

- a). Mobile (LED) Digital Screen;
- b). Ice Skating Rink;
- c). Pavilion; and
- d). Performance Stage.

WHEREAS, the Donor desires to facilitate said programming and improvements at the Jackson Street Pier; and

WHEREAS, the Donor, in exchange of a monetary donation, request the “naming rights” to the Pavilion.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the parties hereby agree as follows:

1. Donation of Funds. Donor hereby donates Three Hundred Fourteen Thousand, and 00/100 Dollars (\$314,000) for the purpose of paying for the costs of Jackson Street Pier amenities, signage for said amenities, and programming at the Jackson Street Pier.

2. Use of Funds. The funds and any and all interest income shall be used solely for the stated purposes set forth in this Agreement. If the funds and any and all interest income are not expended in accordance with the terms, conditions and time period set forth in this Agreement or the total amount of the funds and any and all interest income exceeds the eligible costs of the Project, the amounts improperly expended or not expended shall be returned to Donor within thirty (30) days after the expiration or termination of this Agreement. In the event that the Project does not become operational and/or is abandoned, all moneys paid by Donor to the City under this Agreement shall be remitted to Donor by the City within thirty (30) days after such event has occurred.

3. Specific Benefits to Donor. In exchange for the funds provided herein to the City, the City shall

- a). Cause the name of the Pavilion to be “Mylander Pavilion” for successive five (5) year periods, up to thirty (30) years if the lifespan of the amenity allows, commencing on the ____ day of _____, 2021;

b). Allow Donor to have exclusive use of the amenities, including the pavilion, ice rink, performance stage, and LED screen once a year for one event, provided said request is made by October 31st for the following calendar year. The date must be approved by the City Manager to avoid the City's programming;

c). Prevent competitors of Donors from sponsoring events at an amenity named by the Donor (for example, another bank or hospital will not be able to sponsor an event using an amenity named by Civista Bank or Firelands Regional Medical Center); and

d). Provide Donor at the expiration of the term of this Agreement, upon mutual agreement of the parties, the opportunity to provide an additional donation, to replace, repair, and/or improve the amenity named by the Donor and continue its naming rights.

4. Accounting of Funds. The funds and any and all interest income therefrom shall be deposited and maintained in a separate account upon the books and records of the City (the "Account"), separate from the "General Fund." The City shall keep all records of the Account in a manner consistent with generally accepted accounting principles established by the Director of Finance. All disbursements from the Account shall be for the amenities construction, purchase, and/or installation, and any programming using said amenities and shall be supported by contracts, invoices, vouchers, paid receipts and other data, as appropriate, evidencing the necessity of such expenditure.

5. Insurance. The City, or its agents, shall cause the amenities to be insured against loss or damage by fire or other casualties normally covered by standard fire and extended coverage policies for not less than one hundred percent (100%) of its actual replacement value through responsible insurance carriers licensed to do business in Ohio. Should the amenities be damaged or destroyed by fire, weather condition, or significant damage or loss, the City, in its sole discretion, shall determine if the structure will be repaired, rebuilt, or replaced.

6. Submission of Annual Progress Reports. The City shall submit to Donor an annual progress report, as specified by Donor, detailing the condition and use of the amenities from the previous year. Said annual report shall be received by Donor no later than the 30th day of January each year. In addition, the City shall supply Donor with additional reports containing such information as Donor may from time to time reasonably require. All costs incurred by the City in complying with the reporting requirements contained in this Agreement shall be borne by the City and shall not be an allowable expense of the funds granted herein.

7. Contingency of the Donation of Funds. Donor's obligations are contingent upon the appropriation and certification of available funds. By executing this Agreement, the City represents that sufficient funding, in addition to the funds granted hereunder, has been obtained to construct, purchase and/or install the amenities.

8. Records, Access and Maintenance. The City shall establish and maintain for at least three (3) years from the expiration or termination of this Agreement such records as are required by Donor, including but not limited to, financial reports, intake and participant

information, and all other relevant information. The parties further agree that records required by Donor with respect to any questioned costs, audit disallowances, litigation or dispute between Donor and the City shall be maintained for the time needed for the resolution of said question and that in the event of early termination of this Agreement, or if for any other reason Donor shall require a review of the records related to the amenities, the City shall, at its own cost and expense, segregate all such records related to the Project from its other records of operation and provide such records to Donor.

9. Event of Default. The City shall be deemed to be in default under this Agreement upon the occurrence of any one or more of the following events (each an “Event of Default”):

- a). The City assigns this Agreement, or any funds advanced hereunder or any interest herein to a third party or if the Property or any interest is conveyed, assigned or otherwise transferred without the prior written consent of the Donor;
- b). Any representation or warranty made herein or in any report, certificate, financial statement or other instrument furnished in connection with this Agreement shall prove to be false in any material respect; and
- c). The City defaults in the performance of any term, covenant or condition to be performed hereunder.

If an Event of Default remains uncured for a sixty (60) day period following written notice from Donor, then Donor may terminate this Agreement in which event the City shall return monies in its possession which have not yet been spent per the terms of this Agreement.

10. Termination of Rights. This Agreement terminates on the ____ day of _____, 20__.

11. Forbearance Not a Waiver. No act of forbearance or failure to insist on the prompt performance by the City of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Donor of any of its rights hereunder. No act of forbearance or failure to insist on the prompt performance by Donor of its obligations under this Agreement, either express or implied, shall be construed as a waiver by The City of any of its rights hereunder.

12. Adherence to State and Federal Laws, Regulations. The City agrees to comply with all applicable federal, state, and local laws related to the City’s performance of the obligations of this Agreement.

13. Falsification of Information. The City affirmatively covenants that it has made no false statements to Donor in the process of obtaining this donation of funds. If the City has knowingly made a false statement to Donor to obtain this donation of funds, the City shall be required to return all funds immediately.

14. Miscellaneous.

a). Governing Law. This Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect and performance.

b). Forum and Venue. All actions regarding this Agreement shall be venued in a court of competent subject matter jurisdiction in Erie County, Ohio.

c). Entire Agreement. This Agreement and its exhibits and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.

d). Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

e). Notices. All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, or by a delivery service that can provide proof of mailing and receipt by both parties, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

1). In case of Donor, to:

The Mylander Foundation
Eric M. Muehlhauser
165 E. Washington Row
Sandusky, Ohio 44870

2). In case of the City, to:

The City Manager
240 Columbus Ave.
Sandusky, Ohio 44870

f). Amendments or Modifications. All material changes or modifications to this Agreement, including the amenity activities, shall be approved in writing by both parties prior to such change or modification becoming effective. Should the parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as this Agreement.

g). Pronouns. The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.

h). Headings. Article headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.

i). Assignment. The City shall not assign or attempt to assign directly or indirectly, any of its rights under this Agreement or under any instrument referred to herein without the prior written consent of the Donor. The City shall not assign all or any portion of the Property made the subject of this Agreement without the prior written consent of the Donor.

j). Third Party Rights. This Agreement is not intended to create or vest any rights in any third party or to create any third-party beneficiaries.

k). Successor in Interest. Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of not only the City, but to its successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Naming Rights Agreement to be executed by their respective officers thereunto duly authorized on the day and year set forth above.

THE CITY:

DONOR:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A NAMING RIGHTS AGREEMENT WITH ERIE COUNTY COMMUNITY FOUNDATION RELATING TO A MOBILE STAGE AT THE JACKSON STREET PIER; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, in 2016 the City's Bicentennial Vision Plan was adopted which identified increased programming as a driver of economic activity and as a way to enrich the lives of Sandusky residents and the recently adopted Downtown Master Plan identified programming as a top 10 priority; and

WHEREAS, the renovated Jackson Street Pier provides the City with the opportunity to program in high quality and innovative ways; and

WHEREAS, the City desires to generate revenue for Sandusky programming at the Jackson Street Pier, as well as repair, maintain, and improve amenities offered to the public at the Jackson Street Pier, which includes a mobile (LED) digital screen, ice skating rink, pavilion, and performance stage; and

WHEREAS, the City has partnered with Civista Bank, the Mylander Foundation, Firelands Regional Health System, and the Erie County Community Foundation through the Randolph J. and Estelle M. Dorn Foundation for the purchase of these amenities at the Jackson Street Pier through generous donations in exchange for naming rights to certain amenities; and

WHEREAS, the Erie County Community Foundation, through the Randolph J. and Estelle M. Dorn Foundation, desires to donate \$150,000.00 for the purpose of paying the costs of the Jackson Street Pier amenities, signage for said amenities, and programming at the Jackson Street Pier; and

WHEREAS, in exchange for the donation, the City desires to grant the Erie County Community Foundation naming rights for a mobile stage at the Jackson Street Pier to be named "The Erie County Community Foundation Stage"; and

WHEREAS, approval to expend funds for the purchase of a mobile stage from Stageline Mobile Stage Inc. of L'Assomption, Quebec, Canada, for the Jackson Street Pier in an amount not to exceed \$135,176.00 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 to allow the donation to be issued and accepted in a timely manner and to meet the City's summer programming goals; and

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

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

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

Section 1. The City Manager be and hereby is authorized to execute a Naming Rights Agreement with the Erie County Community Foundation relating to a mobile stage at the Jackson Street Pier, substantially in the same form as reflected in Exhibit "1" which is attached to this Ordinance and specifically incorporated as if fully rewritten herein together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Ordinance.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: April 12, 2021

NAMING RIGHTS AGREEMENT

This Naming Rights Agreement (the “Agreement”) is made and entered into on this ____ day of _____, 2021 (the “Effective Date”), by and between the **City of Sandusky** (the “City”), and the **Erie County Community Foundation** (“Donor”).

WHEREAS, the City owns what is known as the Jackson Street Pier (the “Property”);

WHEREAS, the City wants to generate revenue for Sandusky programming at the Jackson Street Pier, as well as repair, maintain, and improve amenities offered to the public at the Jackson Street Pier, which include, but are not limited to a:

- a). Mobile (LED) Digital Screen;
- b). Ice Skating Rink;
- c). Pavilion; and
- d). Performance Stage.

WHEREAS, the Donor desires to facilitate said programming and improvements at the Jackson Street Pier; and

WHEREAS, the Donor, in exchange for a monetary donation, requests the “naming rights” to the Performance Stage.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the parties hereby agree as follows:

1. Donation of Funds. Donor hereby donates one hundred fifty thousand, and 00/100 dollars (\$150,000) for the purpose of paying for the costs of Jackson Street Pier amenities, signage for said amenities, and programming at the Jackson Street Pier. Said funds shall be paid fifty thousand dollars (\$50,000.00) per year over a three (3) year period, with the first payment being made on May 1, 2021 and then on the 1st day of May 2022 and 2023. Said funds will be paid from the Randolph J. and Estelle M. Dorn Foundation Donor Advised Fund.

2. Use of Funds. The funds and any and all interest income shall be used solely for the stated purposes set forth in this Agreement. If the funds and any and all interest income are not expended in accordance with the terms, conditions and time period set forth in this Agreement or the total amount of the funds and any and all interest income exceeds the eligible costs of the Project, the amounts improperly expended or not expended shall be returned to Donor within thirty (30) days after the expiration or termination of this Agreement. In the event that the Project does not become operational or ceases to be operational prior to the termination of this Agreement, all moneys paid by Donor to the City under this Agreement shall be remitted to Donor by the City within thirty (30) days after such event has occurred.

3. Specific Benefits to Donor. In exchange for the funds provided herein to the City, the City shall

a). Cause the name of the Performance Stage to be “The Erie County Community Foundation Stage” [BH1] for a period of five (5) years, or up to ten (10) years if the lifespan of the amenity allows, commencing on the ____ day of _____, 2021;

b). Utilize \$5,000 of the money contributed by the Donor towards signage. Said signage will require the approval of the Donor. If the Donor requires modifications to the signage that cost in excess of \$5,000, said modifications will be the sole responsibility of the Donor;

c). Allow Donor to have exclusive use of the amenities, including the pavilion, ice rink, performance stage, and LED Screen once a year for one event, provided said request is made by October 31st for the following calendar year. The date must be approved by the City Manager to avoid a conflict with the City’s programming; and

d). Provide Donor at the expiration of the term of this Agreement, upon mutual agreement of the parties, the opportunity to provide an additional donation, to replace, repair, and/or improve the amenity named by the Donor and continue its naming rights.

4. Accounting of Funds. The funds and any and all interest income therefrom shall be deposited and maintained in a separate account upon the books and records of the City (the “Account”), separate from the “General Fund.” The City shall keep all records of the Account in a manner consistent with generally accepted accounting principles established by the Director of Finance. All disbursements from the Account shall be for the amenities construction, purchase, and/or installation, and any programming using said amenities and shall be supported by contracts, invoices, vouchers, paid receipts and other data, as appropriate, evidencing the necessity of such expenditure.

5. Insurance. The City, or its agents, shall cause the amenities to be insured against loss or damage by fire or other casualties normally covered by standard fire and extended coverage policies for not less than one hundred percent (100%) of its actual replacement value through responsible insurance carriers licensed to do business in Ohio. Should the amenities be damaged or destroyed by fire, weather condition, or significant damage or loss, the City, in its sole discretion, shall determine if the structure will be repaired, rebuilt, or replaced.

6. Submission of Annual Progress Reports. The City shall submit to Donor an annual progress report, as specified by Donor, detailing the condition and use of the amenities from the previous year. Said annual report shall be received by Donor no later than the 30th day of January each year. In addition, the City shall supply Donor with additional reports containing such information as Donor may from time to time reasonably require. All costs incurred by the City in complying with the reporting requirements contained in this Agreement shall be borne by the City and shall not be an allowable expense of the funds granted herein.

7. Contingency of the Donation of Funds. Donor’s obligations are contingent upon the appropriation and certification of available funds. By executing this Agreement, the City represents that sufficient funding, in addition to the funds granted hereunder, has been obtained to construct, purchase and/or install the amenities.

8. Records, Access and Maintenance. The City shall establish and maintain for at least three (3) years from the expiration or termination of this Agreement such records as are required by Donor, including but not limited to, financial reports, intake and participant information, and all other relevant information. The parties further agree that records required by Donor with respect to any questioned costs, audit disallowances, litigation or dispute between Donor and the City shall be maintained for the time needed for the resolution of said question and that in the event of early termination of this Agreement, or if for any other reason Donor shall require a review of the records related to the amenities, the City shall, at its own cost and expense, segregate all such records related to the Project from its other records of operation and provide such records to Donor.

9. Event of Default. The City shall be deemed to be in default under this Agreement upon the occurrence of any one or more of the following events (each an "Event of Default"):

- a). The City assigns this Agreement, or any funds advanced hereunder or any interest herein to a third party or if the Property or any interest is conveyed, assigned or otherwise transferred without the prior written consent of the Donor;
- b). Any representation or warranty made herein or in any report, certificate, financial statement or other instrument furnished in connection with this Agreement shall prove to be false in any material respect; and
- c). The City defaults in the performance of any term, covenant or condition to be performed hereunder.

If an Event of Default remains uncured for a sixty (60) day period following written notice from Donor, then Donor may terminate this Agreement in which event the City shall return monies in its possession which have not yet been spent per the terms of this Agreement.

10. Termination of Rights. This Agreement terminates on the ____ day of _____, 20____.

11. Forbearance Not a Waiver. No act of forbearance or failure to insist on the prompt performance by the City of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Donor of any of its rights hereunder. No act of forbearance or failure to insist on the prompt performance by Donor of its obligations under this Agreement, either express or implied, shall be construed as a waiver by The City of any of its rights hereunder.

12. Adherence to State and Federal Laws, Regulations. The City agrees to comply with all applicable federal, state, and local laws related to the City's performance of the obligations of this Agreement.

13. Falsification of Information. The City affirmatively covenants that it has made no false statements to Donor in the process of obtaining this donation of funds. If the City has

knowingly made a false statement to Donor to obtain this donation of funds, the City shall be required to return all funds immediately.

14. Miscellaneous.

a). Governing Law. This Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect and performance.

b). Forum and Venue. All actions regarding this Agreement shall be venued in a court of competent subject matter jurisdiction in Erie County, Ohio.

c). Entire Agreement. This Agreement and its exhibits and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.

d). Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

e). Notices. All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, or by a delivery service that can provide proof of mailing and receipt by both parties, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

1). In case of Donor, to:

Erie County Community Foundation
Executive Director
135 E. Washington Row
Sandusky, Ohio 44870

2). In case of the City, to:

The City Manager
240 Columbus Ave.
Sandusky, Ohio 44870

f). Amendments or Modifications. All material changes or modifications to this Agreement, including the amenity activities, shall be approved in writing by both parties prior to such change or modification becoming effective. Should the parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as this Agreement.

g). Pronouns. The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.

h). Headings. Article headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.

i). Assignment. The City shall not assign or attempt to assign directly or indirectly, any of its rights under this Agreement or under any instrument referred to herein without the prior written consent of the Donor. The City shall not assign all or any portion of the Property made the subject of this Agreement without the prior written consent of the Donor.

j). Third Party Rights. This Agreement is not intended to create or vest any rights in any third party or to create any third-party beneficiaries.

k). Successor in Interest. Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of not only the City, but to its successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Naming Rights Agreement to be executed by their respective officers thereunto duly authorized on the day and year set forth above.

THE CITY:

DONOR:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A NAMING RIGHTS AGREEMENT WITH FIRELANDS REGIONAL HEALTH SYSTEM RELATING TO A PORTABLE LED SCREEN AT THE JACKSON STREET PIER; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, in 2016 the City's Bicentennial Vision Plan was adopted which identified increased programming as a driver of economic activity and as a way to enrich the lives of Sandusky residents and the recently adopted Downtown Master Plan identified programming as a top 10 priority; and

WHEREAS, the renovated Jackson Street Pier provides the City with the opportunity to program in high quality and innovative ways; and

WHEREAS, the City desires to generate revenue for Sandusky programming at the Jackson Street Pier, as well as repair, maintain, and improve amenities offered to the public at the Jackson Street Pier, which includes a mobile (LED) digital screen, ice skating rink, pavilion, and performance stage; and

WHEREAS, the City has partnered with Civista Bank, the Mylander Foundation, Firelands Regional Health System, and the Erie County Community Foundation through the Randolph J. and Estelle M. Dorn Foundation for the purchase of these amenities at the Jackson Street Pier through generous donations in exchange for naming rights to certain amenities; and

WHEREAS, Firelands Regional Health System desires to donate \$117,500.00 for the purpose of paying the costs of the Jackson Street Pier amenities, signage for said amenities, and programming at the Jackson Street Pier; and

WHEREAS, in exchange for the donation, the City desires to grant Firelands Regional Health System naming rights for a portable LED screen at the Jackson Street Pier to be named at a later date; and

WHEREAS, approval to expend funds for the purchase of a portable LED Screen from LED3, LLC, of Canfield, Ohio, for the Jackson Street Pier in an amount not to exceed \$130,435.00 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 to allow the donation to be issued and accepted in a timely manner and to meet the City's summer programming goals; and

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

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

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

Section 1. The City Manager be and hereby is authorized to execute a Naming Rights Agreement with Firelands Regional Health System relating to a portable LED screen at the Jackson Street Pier, substantially in the same form as reflected in Exhibit "1" which is attached to this Ordinance and specifically incorporated as if fully rewritten herein together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Ordinance.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: April 12, 2021

NAMING RIGHTS AGREEMENT

This Naming Rights Agreement (the “Agreement”) is made and entered into on this ____ day of _____, 2021 (the “Effective Date”), by and between the **City of Sandusky** (the “City”), and **Firelands Regional Health System** (“Donor”).

WHEREAS, the City owns what is known as the Jackson Street Pier, located at 233 West Shoreline Drive, Sandusky, Ohio 44870 (the “Property”);

WHEREAS, the City wants to generate revenue for Sandusky programming at the Jackson Street Pier, as well as repair, maintain, and improve amenities offered to the public at the Jackson Street Pier, which include, but are not limited to a:

- a). Mobile (LED) Digital Screen;
- b). Ice Skating Rink;
- c). Pavilion; and
- d). Performance Stage (hereinafter the “Amenities”).

WHEREAS, the Donor desires to facilitate said programming and improvements at the Jackson Street Pier; and

WHEREAS, the Donor, in exchange of a monetary donation, request the “naming rights” to the (LED) Digital Screen

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the parties hereby agree as follows:

1. Donation of Funds. Donor hereby donates one hundred seventeen thousand, five hundred and 00/100 dollars (\$117,500) for the purpose of paying for the costs of Jackson Street Pier Amenities, signage for said Amenities, and programming at the Jackson Street Pier (hereinafter the “Donation”). Donor may designate the payment of the Donation to the City be paid by its wholly owned subsidiary, Firelands Regional Medical Center.

2. Use of Funds. The funds and any and all interest income shall be used solely for the stated purposes set forth in this Agreement. If the funds and any and all interest income are not expended in accordance with the terms, conditions and time period set forth in this Agreement or the total amount of the funds and any and all interest income exceeds the eligible costs of the Project, the amounts improperly expended or not expended shall be returned to Donor within thirty (30) days after the expiration or termination of this Agreement. In the event that the Project does not become operational and/or is abandoned, all moneys paid by Donor to the City under this Agreement shall be remitted to Donor by the City within thirty (30) days after such event has occurred.

3. Specific Benefits to Donor. In exchange for the funds provided herein to the City, the City shall

a). Cause the name of the (LED) Digital Screen to be a name determined by Donor at a later date for a period of five (5) years, up to ten (10) years if the lifespan of the amenity allows, commencing on the ____ day of _____, 2021. Donor shall submit the name for the (LED) Digital Screen to the City for approval by the City Manager;

b). Utilize \$5,000 of the money donated by the Donor towards signage. Said signage will require the approval of the Donor. If the Donor requires modifications to the signage that cost in excess of \$5,000, said modifications will be the sole responsibility of the Donor;

c). Allow Donor to have exclusive use of the Amenities, including the pavilion, ice rink, performance stage, and LED Screen twice a year for two (2) events, provided said request is made by October 31st for the following calendar year. The date must be approved by the City Manager to avoid the City's programming;

d). Prevent competitors of Donors from sponsoring events at an amenity named by the Donor (for example, another bank or healthcare entity will not be able to sponsor an event using an amenity named by Civista or Firelands Regional Health System); and

e). Provide Donor at the expiration of the term of this Agreement, upon mutual agreement of the parties, the opportunity to provide an additional donation, to replace, repair, and/or improve the amenity named by the Donor and continue its naming rights.

4. Accounting of Funds. The funds and any and all interest income therefrom shall be deposited and maintained in a separate account upon the books and records of the City (the "Account"), separate from the "General Fund." The City shall keep all records of the Account in a manner consistent with generally accepted accounting principles ("GAAP") established by the Director of Finance. All disbursements from the Account shall be for the Amenities' construction, purchase, and/or installation, and any programming using said Amenities and shall be supported by contracts, invoices, vouchers, paid receipts and other data, as appropriate, evidencing the necessity of such expenditure.

5. Insurance. The City, or its agents, shall cause the Amenities to be insured against loss or damage by fire or other casualties normally covered by standard fire and extended coverage policies for not less than one hundred percent (100%) of its actual replacement value through responsible insurance carriers licensed to do business in Ohio. Should the Amenities be damaged or destroyed by fire, weather condition, or significant damage or loss, the City, in its sole discretion, shall determine if the structure will be repaired, rebuilt, or replaced.

6. Submission of Annual Progress Reports. The City shall submit to Donor an annual progress report, as specified by Donor, detailing the condition and use of the Amenities from the previous year. Said annual report shall be received by Donor no later than the 30th day of January each year. In addition, the City shall supply Donor with additional reports containing such information as Donor may from time to time reasonably require. All costs incurred by the City in complying with the reporting requirements contained in this Agreement shall be borne by the City and shall not be an allowable expense of the funds granted herein.

7. Contingency of the Donation of Funds. Donor's obligations are contingent upon the appropriation and certification of available funds. By executing this Agreement, the City represents that sufficient funding, in addition to the funds granted hereunder, has been obtained to construct, purchase and/or install the Amenities.

8. Records, Access and Maintenance. The City shall establish and maintain for at least three (3) years from the expiration or termination of this Agreement such records as are required by Donor, including but not limited to, financial reports, intake and participant information, and all other relevant information. The parties further agree that records required by Donor with respect to any questioned costs, audit disallowances, litigation or dispute between Donor and the City shall be maintained for the time needed for the resolution of said question and that in the event of early termination of this Agreement, or if for any other reason Donor shall require a review of the records related to the Amenities, the City shall, at its own cost and expense, segregate all such records related to the Project from its other records of operation and provide such records to Donor.

9. Event of Default. The City shall be deemed to be in default under this Agreement upon the occurrence of any one or more of the following events (each an "Event of Default"):

- a). The City assigns this Agreement, or any funds advanced hereunder or any interest herein to a third party or if the Property or any interest is conveyed, assigned or otherwise transferred without the prior written consent of the Donor;
- b). Any representation or warranty made herein or in any report, certificate, financial statement or other instrument furnished in connection with this Agreement shall prove to be false in any material respect; and
- c). The City defaults in the performance of any term, covenant or condition to be performed hereunder.

If an Event of Default remains uncured for a sixty (60) day period following written notice from Donor, then Donor may terminate this Agreement in which event the City shall return monies in its possession which have not yet been spent per the terms of this Agreement.

10. Termination of Rights. This Agreement terminates on the ____ day of _____, 20__.

11. Forbearance Not a Waiver. No act of forbearance or failure to insist on the prompt performance by the City of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Donor of any of its rights hereunder. No act of forbearance or failure to insist on the prompt performance by Donor of its obligations under this Agreement, either express or implied, shall be construed as a waiver by The City of any of its rights hereunder.

12. Adherence to State and Federal Laws, Regulations. The City agrees to comply with all applicable federal, state, and local laws related to the City's performance of the obligations of this Agreement.

13. Falsification of Information. The City affirmatively covenants that it has made no false statements to Donor in the process of obtaining this donation of funds. If the City has knowingly made a false statement to Donor to obtain this donation of funds, the City shall be required to return all funds immediately.

14. Miscellaneous.

a). Governing Law. This Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect and performance.

b). Forum and Venue. All actions regarding this Agreement shall be venued in a court of competent subject matter jurisdiction in Erie County, Ohio.

c). Entire Agreement. This Agreement and its exhibits and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.

d). Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

e). Notices. All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, or by a delivery service that can provide proof of mailing and receipt by both parties, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

1). In case of Donor, to:

Firelands Regional Health System
1111 Hayes Ave.
Sandusky, Ohio 44870
Attn: President & CEO

With a copy to:

Firelands Regional Health System
1111 Hayes Ave.
Sandusky, Ohio 44870
Attn: Legal Department

2). In case of the City, to:

The City Manager
240 Columbus Ave.
Sandusky, Ohio 44870

f). Amendments or Modifications. All material changes or modifications to this Agreement, including the amenity activities, shall be approved in writing by both parties prior to such change or modification becoming effective. Should the parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as this Agreement.

g). Pronouns. The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.

h). Headings. Article headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.

i). Assignment. The City shall not assign or attempt to assign directly or indirectly, any of its rights under this Agreement or under any instrument referred to herein without the prior written consent of the Donor. The City shall not assign all or any portion of the Property made the subject of this Agreement without the prior written consent of the Donor.

j). Third Party Rights. This Agreement is not intended to create or vest any rights in any third party or to create any third-party beneficiaries.

k). Successor in Interest. Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of not only the City, but to its successors and assigns.

l). Exclusion Lists. The City represents and warrants to Donor that it is not now listed by a federal agency as excluded, debarred, suspended, or otherwise ineligible to participate in any federal program, and is not now listed, nor has any current reason to believe that during the Term of this Agreement the City will be listed on the General Services Administration List of Parties Excluded from Federal Procurement and Nonm-Procurement Programs. The City shall give Donor immediate notice if the City is listed on the General Services Administration List of Parties Excused from Federal Procurement and Non-Procurement Program. Any such notice shall be communicated to Donor orally and followed with written notice as provided in this Agreement.

m). Nature of Relationship. The Donation and this Agreement are not intended to effect any change or alteration in the rights of the parties respecting any intellectual property or to result in a legal partnership, joint venture, or guarantor relationship between the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Naming Rights Agreement to be executed by their respective officers thereunto duly authorized on the day and year set forth above.

THE CITY:

DONOR:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

DRAFT

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A NAMING RIGHTS AGREEMENT WITH CIVISTA BANK RELATING TO AN ICE SKATING RINK AT THE JACKSON STREET PIER; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, in 2016 the City's Bicentennial Vision Plan was adopted which identified increased programming as a driver of economic activity and as a way to enrich the lives of Sandusky residents and the recently adopted Downtown Master Plan identified programming as a top 10 priority; and

WHEREAS, the renovated Jackson Street Pier provides the City with the opportunity to program in high quality and innovative ways; and

WHEREAS, the City desires to generate revenue for Sandusky programming at the Jackson Street Pier, as well as repair, maintain, and improve amenities offered to the public at the Jackson Street Pier, which includes a mobile (LED) digital screen, ice skating rink, pavilion, and performance stage; and

WHEREAS, the City has partnered with Civista Bank, the Mylander Foundation, Firelands Regional Health System, and the Erie County Community Foundation through the Randolph J. and Estelle M. Dorn Foundation for the purchase of these amenities at the Jackson Street Pier through generous donations in exchange for naming rights to certain amenities; and

WHEREAS, Civista Bank desires to donate \$150,000.00 for the purpose of paying the costs of the Jackson Street Pier amenities, signage for said amenities, and programming at the Jackson Street Pier; and

WHEREAS, in exchange for the donation, the City desires to grant Civista Bank naming rights for an ice skating rink at the Jackson Street Pier to be named "Civista Bank Ice Skating Rink" and planned to debut this coming Thanksgiving; 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 allow the donation to be issued and accepted in a timely manner and to meet the City's summer programming goals; and

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

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

Section 1. The City Manager be and hereby is authorized to execute a Naming Rights Agreement with Civista Bank relating to an ice skating rink at the Jackson Street Pier, substantially in the same form as reflected in Exhibit "1" which is attached to this Ordinance and specifically incorporated as if fully rewritten herein together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Ordinance.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: April 12, 2021

NAMING RIGHTS AGREEMENT

This Naming Rights Agreement (the “Agreement”) is made and entered into on this ____ day of _____, 2021 (the “Effective Date”), by and between the **City of Sandusky** (the “City”), and **Civista Bank** (“Donor”).

WHEREAS, the City owns what is known as the Jackson Street Pier (the “Property”);

WHEREAS, the City wants to generate revenue for Sandusky programming at the Jackson Street Pier, as well as repair, maintain, and improve amenities offered to the public at the Jackson Street Pier, which include, but are not limited to a/an:

- a). Mobile (LED) Digital Screen;
- b). Ice Skating Rink;
- c). Pavilion; and
- d). Performance Stage.

WHEREAS, the Donor desires to facilitate said programming and improvements at the Jackson Street Pier; and

WHEREAS, the Donor, in exchange for a monetary donation, requests the “naming rights” to the Ice Skating Rink.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the parties hereby agree as follows:

1. Donation of Funds. Donor has previously donated One Hundred Fifty Thousand, and 00/100 Dollars (\$150,000) for the purpose of paying for the costs of Jackson Street Pier amenities, signage for said amenities, and programming at the Jackson Street Pier.

2. Use of Funds. The funds and any and all interest income shall be used solely for the stated purposes set forth in this Agreement. If the funds and any and all interest income are not expended in accordance with the terms, conditions and time period set forth in this Agreement or the total amount of the funds and any and all interest income exceeds the eligible costs of the Project, the amounts improperly expended or not expended shall be returned to Donor within thirty (30) days after the expiration or termination of this Agreement. In the event that the Project does not become operational and/or is abandoned, all moneys paid by Donor to the City under this Agreement shall be remitted to Donor by the City within thirty (30) days after such event has occurred.

3. Specific Benefits to Donor. In exchange for the funds provided herein to the City, the City shall

- a). Cause the name of the Ice Skating Rink to be “Civista Bank Ice Skating Rink” for a period of five (5) years, up to ten (10) years if the lifespan of the amenity allows, commencing on the 1st day of November, 2021;

b). Utilize \$5,000 of the money donated by the Donor towards signage. Said signage will require the approval of the Donor. If the Donor requires modifications to the signage that cost in excess of \$5,000, said modifications will be the sole responsibility of the Donor;

c). Allow Donor to have exclusive use of the amenities, including the pavilion, ice rink, performance stage, and LED screen once a year for one event, provided said request is made by October 31st for the following calendar year. The date must be approved by the City Manager to avoid a conflict with the City's programming, such approval not to be unreasonably withheld;

d). Prevent competitors of Donors from sponsoring events at an amenity named by the Donor (for example, another bank or hospital will not be able to sponsor an event using an amenity named by Civista Bank or Firelands Regional Medical Center); and

e). Provide Donor at the expiration of the term of this Agreement, upon mutual agreement of the parties, the opportunity to provide an additional donation, to replace, repair, and/or improve the amenity named by the Donor and continue its naming rights.

4. Accounting of Funds. The funds and any and all interest income therefrom shall be deposited and maintained in a separate account upon the books and records of the City (the "Account"), separate from the "General Fund." The City shall keep all records of the Account in a manner consistent with generally accepted accounting principles established by the Director of Finance. All disbursements from the Account shall be for the amenities construction, purchase, and/or installation, and any programming using said amenities and shall be supported by contracts, invoices, vouchers, paid receipts and other data, as appropriate, evidencing the necessity of such expenditure.

5. Insurance. The City, or its agents, shall cause the Civista Bank Ice Skating Rink to be insured against liability and loss with Public Liability Coverage (Commercial, General Liability insurance Coverage) with a combined single limit of not less than two million dollars (\$2,000,000) for bodily injury or death and one million dollars (\$1,000,000) for property damage. Donor shall be named as an additional insured on said insurance policy. Additionally, the City, or its agents, shall cause the amenities to be insured against loss or damage by fire or other casualties normally covered by standard fire and extended coverage policies for not less than one hundred percent (100%) of its actual replacement value through responsible insurance carriers licensed to do business in Ohio. Should the amenities be damaged or destroyed by fire, weather condition, or significant damage or loss, the City, in its sole discretion, shall determine if the structure will be repaired, rebuilt, or replaced.

6. Submission of Annual Progress Reports. The City shall submit to Donor an annual progress report, as specified by Donor, detailing the condition and use of the amenities from the previous year. Said annual report shall be received by Donor no later than the 30th day of January each year. In addition, the City shall supply Donor with additional reports containing such information as Donor may from time to time reasonably require. All costs incurred by the City in

complying with the reporting requirements contained in this Agreement shall be borne by the City and shall not be an allowable expense of the funds granted herein.

7. Contingency of the Donation of Funds. Donor's obligations are contingent upon the appropriation and certification of available funds. By executing this Agreement, the City represents that sufficient funding, in addition to the funds granted hereunder, has been obtained to construct, purchase and/or install the amenities.

8. Records, Access and Maintenance. The City shall establish and maintain for at least three (3) years from the expiration or termination of this Agreement such records as are required by Donor, including but not limited to, financial reports, intake and participant information, and all other relevant information. The parties further agree that records required by Donor with respect to any questioned costs, audit disallowances, litigation or dispute between Donor and the City shall be maintained for the time needed for the resolution of said question and that in the event of early termination of this Agreement, or if for any other reason Donor shall require a review of the records related to the amenities, the City shall, at its own cost and expense, segregate all such records related to the Project from its other records of operation and provide such records to Donor.

9. Event of Default. The City shall be deemed to be in default under this Agreement upon the occurrence of any one or more of the following events (each an "Event of Default"):

- a). The City assigns this Agreement, or any funds advanced hereunder or any interest herein to a third party or if the Property or any interest is conveyed, assigned or otherwise transferred without the prior written consent of the Donor;
- b). Any representation or warranty made herein or in any report, certificate, financial statement or other instrument furnished in connection with this Agreement shall prove to be false in any material respect; and
- c). The City defaults in the performance of any term, covenant or condition to be performed hereunder.

If an Event of Default remains uncured for a sixty (60) day period following written notice from Donor, then Donor may terminate this Agreement in which event the City shall return monies in its possession which have not yet been spent per the terms of this Agreement.

10. Termination of Rights. This Agreement terminates on the 31st day of October, 2031.

11. Forbearance Not a Waiver. No act of forbearance or failure to insist on the prompt performance by the City of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Donor of any of its rights hereunder. No act of forbearance or failure to insist on the prompt performance by Donor of its obligations under this Agreement, either express or implied, shall be construed as a waiver by The City of any of its rights hereunder.

12. Adherence to State and Federal Laws, Regulations. The City agrees to comply with all applicable federal, state, and local laws related to the City's performance of the obligations of this Agreement.

13. Falsification of Information. The City affirmatively covenants that it has made no false statements to Donor in the process of obtaining this donation of funds. If the City has knowingly made a false statement to Donor to obtain this donation of funds, the City shall be required to return all funds immediately.

14. Miscellaneous.

a). Governing Law. This Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect and performance.

b). Forum and Venue. All actions regarding this Agreement shall be venued in a court of competent subject matter jurisdiction in Erie County, Ohio.

c). Entire Agreement. This Agreement and its exhibits and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.

d). Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

e). Notices. All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, or by a delivery service that can provide proof of mailing and receipt by both parties, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

1). In case of Donor, to:

Dennis G. Shaffer
CEO and President
Civista Bank
100 East Water St.
Sandusky, OH 44870

2). In case of the City, to:

The City Manager
240 Columbus Ave.
Sandusky, Ohio 44870

f). Amendments or Modifications. All material changes or modifications to this Agreement, including the amenity activities, shall be approved in writing by both parties prior to such change or modification becoming effective. Should the parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as this Agreement.

g). Pronouns. The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.

h). Headings. Article headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.

i). Assignment. The City shall not assign or attempt to assign directly or indirectly, any of its rights under this Agreement or under any instrument referred to herein without the prior written consent of the Donor. The City shall not assign all or any portion of the Property made the subject of this Agreement without the prior written consent of the Donor.

j). Third Party Rights. This Agreement is not intended to create or vest any rights in any third party or to create any third-party beneficiaries.

k). Successor in Interest. Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of not only the parties hereto, but to their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Naming Rights Agreement to be executed by their respective officers thereunto duly authorized on the day and year set forth above.

THE CITY:

DONOR: Civista Bank

By: _____

By: _____

Title: _____

Title: CEO and President

Date: _____

Date: _____



DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: March 23, 2021

Subject: Commission Agenda Item – Professional Design Services Agreement for At-grade Railroad Crossings for Sandusky Bay Pathway

ITEM FOR CONSIDERATION: Agreement for Professional Design Services with Norfolk Southern Railway Company for final design of two rail crossings for the Sandusky Bay Pathway.

BACKGROUND INFORMATION: Environmental Design Group (EDG) has been developing the alignment of the Sandusky Bay Pathway along First Street, East Water Street, and the connection between Venice Road and Mills Street. At the two locations on the west end of the City shown on the maps, there is a need for approved at-grade railroad crossings for cyclist safety. Design for these sections can only be performed by the Norfolk Southern Railway Company (Company) or their designated consultant. In this case, the Company may subcontract with AECOM to complete these services. The Company will perform preliminary engineering and design of signals and electrical modifications at both locations that will eventually be incorporated into the construction documents for these phases of the pathway to be completed.





The Agreement for Preliminary Engineering Services and Force Account Estimate are valid through August 27, 2021 so it is imperative that the City provide approval quickly to stay at the discounted 2020 rates.

BUDGETARY INFORMATION: Payment for this design is outside of the scope of services for EDG as EDG is not permitted to complete design of the railway crossing. The total cost is \$50,421.00 and will be paid initially from the Capital Projects Fund. Fees for this work are non-negotiable. The City intends to incorporate this project into the long-term notes that will be reimbursed from proceeds from various Tax Incremental Financings (TIF's) that were set up to pay for the various pathway projects. Staff will continue to investigate various funding opportunities for construction of these features.

ACTION REQUESTED: It is recommended that an ordinance be approved to allow the City Manager to enter into an agreement with Norfolk Southern Railway Company for preliminary engineering services for proposed modifications of the Edgewater Avenue and Monroe Street at-grade crossings in the amount of \$50,421.00 and that the necessary legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter so that design work can be completed prior to August 2021.

I concur with this recommendation:

Eric Wobser
City Manager

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

CERTIFICATE OF FUNDS

In the Matter of: Railroad Crossings Pathway Design

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 # 431-3462-53000

By: _____

Michelle Reeder

Michelle Reeder

Finance Director

Dated: 4/8/2021

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL DESIGN SERVICES WITH NORFOLK SOUTHERN RAILWAY COMPANY FOR THE SANDUSKY BAY PATHWAY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

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

WHEREAS, this City Commission authorized and directed the City Manager to enter into an agreement for Professional Design Services with Environmental Design Group, LLC, of Cleveland, Ohio for the Sandusky Bay Pathway – Update Project by Ordinance No. 17-165, passed on August 28, 2017, and the updated Plan was adopted by Ordinance No. 18-122, passed on June 25, 2018; and

WHEREAS, this City Commission authorized and directed the City Manager to enter into an agreement for Professional Design Services with Environmental Design Group, LLC, of Akron, Ohio for acquisition and partial design services for the Sandusky Bay Pathway by Ordinance No. 19-115, passed on June 24, 2019; and

WHEREAS, Environmental Design Group (EDG) has been developing the alignment of the Sandusky Bay Pathway along First Street, East Water Street, and the connection between Venice Road and Mills Street and have identified two (2) locations on the west end of the City (on Edgewater Avenue and Monroe Street) that need approved at-grade railroad crossings for cyclist safety in which only Norfolk Southern Railway Company can design; and

WHEREAS, Norfolk Southern Railway Company will be performing preliminary engineering and design of signals and electrical modifications at both railroad crossing locations that will eventually be incorporated into the construction documents for these phases of the pathway to be completed; and

WHEREAS, the cost of the professional design services is not to exceed \$50,421.00 and will initially be paid with Capital Projects Funds; the City intends to finance the professional design services with long-term notes that will be reimbursed with proceeds from various Tax Incremental Financings (TIFs); 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 for the design work to be completed prior to August of 2021; and

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

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

Section 1. The City Manager is authorized and directed to enter into an agreement with Norfolk Southern Railway Company of Akron, Ohio, for Professional Design Services for the preliminary engineering and design of signals and electrical modifications at the Edgewater Avenue and Monroe Street at-grade crossings for the Sandusky Bay Pathway, substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the terms of this Ordinance, at an amount **not to exceed** Fifty Thousand Four Hundred Twenty One and 00/100 Dollars (\$50,421.00).

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: April 12, 2021

AGREEMENT FOR PRELIMINARY ENGINEERING SERVICES

This agreement made by and between City of Sandusky (hereinafter called "City"), and Norfolk Southern Railway Company (hereinafter called "COMPANY").

The City will submit plans and specifications to said COMPANY for work which will involve or affect COMPANY facilities at the following location:

Town, County State:	Sandusky, Erie County, OH
AAR-DOT#:	524075X & 481671A
Street /Bridge Name:	Edgewater Ave & W Monroe St
Description:	Proposed Modification of the Edgewater Avenue & Monroe Street At-Grade Crossings at NS MP CD-243.27 & S-109.70

Preliminary Engineering Cost Estimate: \$50,421.00

Therefore, in consideration of the benefits moving to each of the parties hereto, they do mutually agree as follows:

ARTICLE 1. REIMBURSEMENT. The City agrees to reimburse the COMPANY for actual cost of preliminary engineering necessary in connection with the project.

The COMPANY shall submit to the City fair and reasonable costs of the aforesaid work performed as evidenced by detailed invoices acceptable to the City. The City shall reimburse the COMPANY in the amount of the approved costs so submitted.

ARTICLE 2. EFFECTIVE DATE OF AGREEMENT. This agreement shall take effect at the time it is approved and signed by both the City and the COMPANY.

ARTICLE 3. STARTING OF WORK. This agreement covers preliminary engineering services performed starting November 19, 2019. The COMPANY agrees to provide preliminary engineering services at the request of the City or its agent, whether written or verbal.

ARTICLE 4. SCOPE OF WORK. The scope of this agreement is limited to review by the COMPANY of the plans and specifications to provide information to the COMPANY and the City regarding the project. This agreement does not constitute the COMPANY's approval of the project.

IN WITNESS WHEREOF, the City and the COMPANY have caused these presents to be signed by their duly authorized officers:

City
Signature: _____
Name: _____
Title: _____
Date: _____

COMPANY
Signature: _____
Name: D.A. Becker
Title: Chief Engineer
Date: _____

FORCE ACCOUNT ESTIMATE

Work to be Performed By: Norfolk Southern Railway Company
For the Account of: City of Sandusky
Project Description: Proposed Modification of the Edgewater Avenue & Monroe Street At-Grade Crossings at NS
Location: Sandusky, Erie County, OH
Project No.: 17-00196-020
Milepost: CD-243.27 & S-109.70
File: CX1114025 & CX1114042
Date: August 27, 2020

ITEM A - Preliminary Engineering	23,073
ITEM B - Construction Engineering	0
ITEM C - Accounting	2,348
ITEM D - Railroad Protective Services	0
ITEM E - Communications Changes	0
ITEM F - Signal & Electrical Changes	25,000
ITEM G - Track Work	0
ITEM H - T-Cubed	0
GRAND TOTAL	\$ 50,421

ITEM A - Preliminary Engineering

(Review plans and special provisions,
prepare estimates, etc.)

Labor:	80 Hours @ \$60 / hour=	4,800
Labor Additives:		3,773
Travel Expenses:		2,000
Services by Contract Engineer:		12,500
NET TOTAL - ITEM A		\$ 23,073

ITEM B - Construction Engineering

(Coordinate Railway construction activities,
review contractor submittals, etc.)

Labor:	0 Hours @ \$60 / hour=	0
Labor Additives:		0
Travel Expenses:		0
Services by Contract Engineer:		0
NET TOTAL - ITEM B		<hr/> \$ -

ITEM C - Administration

Agreement Construction, Review and/or Handling:		1,250
Accounting Hours (Labor):	20 Hours @ \$30 / hour=	600
Accounting Additives:		498
NET TOTAL - ITEM C		<hr/> \$ 2,348

ITEM D - Railroad Protective Services

(During construction on, over,
under, or adjacent to the track.)

Labor:	Protective Services	
	0 days @ 390.00 per day=	0
	(based on working 12 hours/day)	
Labor Additive:		0
Travel Expenses, Meals & Lodging:		
	0 days @ \$100/day=	0
Rental Vehicle	0 months @ \$950/month=	0
NET TOTAL - ITEM D		<hr/> \$ -

ITEM E - Communications Changes

Material:		0
Labor:		0
Purchase Services:		0
Subsistence:		0
Additive:		0
NET TOTAL - ITEM E		<hr/> \$ -

ITEM F - Signal & Electrical Changes

Material:	0
Labor:	0
Purchase Services:	25,000
Other:	0

NET TOTAL - ITEM F	\$ 25,000
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ITEM G - Track Work

Material:	0
Labor:	0
Additive:	0
Purchase Services:	0

NET TOTAL - ITEM G	\$ -
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ITEM H - T-CUBED

Lump Sum	\$ -
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NOTES

1. For all groups of CONTRACT employees, the composite labor surcharge rate used in this estimate (including insurance) is **185.81%**. Self Insurance - Public Liability Property Damage is estimated at 16.00%. Work will be billed at actual current audited rate in effect at the time the services are performed.
2. For all groups of NON-CONTRACT employees, the composite labor surcharge rate used in this estimate (including insurance) is **78.59%**. Self Insurance - Public Liability Property Damage is estimated at 16.00%. Work will be billed at actual current audited rate in effect at the time the services are performed.
3. All applicable salvage items due the Department will be made available to it at the jobsite for its disposal.
4. The Force Account Estimate is valid for one (1) year after the date of the estimate (08/27/2020). If the work is not performed within this time frame the Railway may revise the estimate to (1) include work not previously indicated as necessary and (2) reflect changes in cost to perform the force account work.



DEPARTMENT OF PUBLIC WORKS

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www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Scott Kromer, Streets & Utilities Superintendent

Date: March 31, 2021

Subject: Commission Agenda Item – Purchase of Freightliner M2 106 for Water Distribution

ITEM FOR CONSIDERATION: Legislation authorizing the purchase of one (1) 2022 Freightliner M2 106 Cab & Chassis from Valley Freightliner Sterling and Western Star, Inc. of Parma, Ohio for the Water Distribution Division.

BACKGROUND INFORMATION: The above listed vehicle is available for a purchase price of \$82,418.00, from Valley Freightliner Sterling and Western Star, Inc. of Parma, Ohio through the Department of Transportation cooperative purchasing program, Contract #118-21.

The Water Distribution Division currently has one (1) 2000 International 4900 Flatbed truck with crane, that is no longer fit for use for its intended purpose within the division due to the length of the bed and age. The Fleet Maintenance Chief Foreman is recommending the vehicle be kept as a back-up use for the Forestry Division as they work to update their aging fleet. Once commission approval is received, a communication for the up fit for this truck, for a crane boom system and control equipment is forthcoming.

BUDGETARY INFORMATION: The total cost for one (1) 2022 Freightliner M2 106 Cab & Chassis shall not exceed \$82,418.00 and will be paid from Capital Water Funds. This purchase will be included in the Capital Improvement Plan.

ACTION REQUESTED: It is recommended that proper legislation be prepared and approval be granted to purchase the 2022 Freightliner M2-106 Cab & Chassis from Valley Freightliner Sterling and Western Star, Inc. of Parma, Ohio, in an amount not to exceed \$82,418.00. It is further requested that the legislation be passed under suspension of the rules in full accordance with Section 14 of the City Charter in order for the truck to be ordered and received so the Water Distribution Division can begin using the vehicle at the earliest opportunity.

I concur with this recommendation:

Eric Wobser
City Manager

Aaron Klein
Director

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

CERTIFICATE OF FUNDS

In the Matter of: Freightliner Purchase

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

Account # 612-5260-55610

By: _____

Michelle Reeder

Finance Director

Dated: 4/8/2021

Prepared for:
Troy Vaccaro
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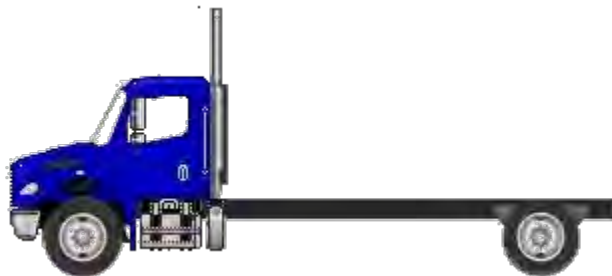
Prepared by:
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E-Mail: gregs@valley1.com

A proposal for
SANDUSKY CITY OF

Prepared by
Valley Freightliner & Western Star
Greg Simonic

Mar 10, 2021

Freightliner M2 106



Components shown may not reflect all spec'd options and are not to scale

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S P E C I F I C A T I O N P R O P O S A L

Data Code	Description	Weight Front	Weight Rear
Price Level			
PRL-23M	M2 PRL-23M (EFF:01/21/20)		
Data Version			
DRL-007	SPECPRO21 DATA RELEASE VER 007		
Vehicle Configuration			
001-172	M2 106 CONVENTIONAL CHASSIS	5,709	3,503
004-222	2022 MODEL YEAR SPECIFIED		
002-004	SET BACK AXLE - TRUCK		
019-002	STRAIGHT TRUCK PROVISION		
003-001	LH PRIMARY STEERING LOCATION		
General Service			
AA1-002	TRUCK CONFIGURATION		
AA6-002	DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
A85-010	UTILITY/REPAIR/MAINTENANCE SERVICE		
A84-1GM	GOVERNMENT BUSINESS SEGMENT		
AA4-010	DIRT/SAND/ROCK COMMODITY		
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
AB1-008	MAXIMUM 8% EXPECTED GRADE		
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
995-091	MEDIUM TRUCK WARRANTY		
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 16000.0 lbs		
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 23000.0 lbs		
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 39000.0 lbs		
Truck Service			
AA3-030	FLATBED/PLATFORM BODY WITH LIFT/PULL DEVICE/Crane		
A88-99D	EXPECTED TRUCK BODY LENGTH : 18.0 ft		
AF3-1EN	ALTEC		



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	Data Code	Description	Weight Front	Weight Rear
	AF7-99D	EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in		
Engine				
	101-2NA	DD8 7.7L 6 CYL DUAL STAGE 330 HP @ 2200 RPM, 2600 GOV RPM, 1000 LB-FT @ 1200 RPM	450	30
Electronic Parameters				
N	79A-075	75 MPH ROAD SPEED LIMIT		
	79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
	79G-008	10 MINUTES IDLE SHUTDOWN WITH CLUTCH AND SERVICE BRAKE OVERRIDE		
	79K-007	PTO MODE ENGINE RPM LIMIT - 1100 RPM		
	79L-001	PTO MODE THROTTLE OVERRIDE - LIMIT TO 800 RPM		
	79M-001	PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED		
	79P-001	PTO RPM WITH CRUISE SET SWITCH - 600 RPM		
	79Q-001	PTO RPM WITH CRUISE RESUME SWITCH - 600 RPM		
	79S-001	PTO MODE CANCEL VEHICLE SPEED - 5 MPH		
	79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND		
	79V-001	FUEL DOSING OF AFTERTREATMENT ENABLED IN PTO MODE-CLEANS HYDROCARBONS AT HIGH TEMPERATURES ONLY		
	79W-001	ONE REMOTE PTO SPEED		
	79X-003	PTO SPEED 1 SETTING - 800 RPM		
	80G-001	PTO MINIMUM RPM - 600		
	80L-001	ENABLE AUTO ENGINE RPM ELEVATE FOR EXTENDED IDLE		
Engine Equipment				
	99C-021	2016 ONBOARD DIAGNOSTICS/2010 EPA/CARB/GHG21 CONFIGURATION		
	13E-001	STANDARD OIL PAN		
	105-001	ENGINE MOUNTED OIL CHECK AND FILL		
	014-099	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER		
	124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE		
	292-235	(2) DTNA GENUINE, FLOODED STARTING, MIN 2000CCA, 370RC, THREADED STUD BATTERIES	10	
	290-017	BATTERY BOX FRAME MOUNTED		
	281-001	STANDARD BATTERY JUMPERS		

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Data Code	Description	Weight Front	Weight Rear
282-001	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB		
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
289-001	NON-POLISHED BATTERY BOX COVER		
87P-001	CAB AUXILIARY POWER CABLE	5	
293-058	POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT	8	
295-029	POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER	2	
107-047	WABCO 20.0 CFM SINGLE CYLINDER AIR COMPRESSOR		
108-002	STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR		
131-013	AIR COMPRESSOR DISCHARGE LINE		
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	30	25
28F-002	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH		
239-020	10 FOOT 00 INCH (120 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT		
237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP		
23U-001	6 GALLON DIESEL EXHAUST FLUID TANK		
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL		
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING		
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP		
242-001	STAINLESS STEEL AFTERTREATMENT DEVICE/MUFFLER/TAILOPIPE SHIELD		
273-059	ELECTRONICALLY CONTROLLED VARIABLE SPEED VISCOUS FAN DRIVE		
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED		
110-076	DETROIT ENGINE MOUNTED FUEL/WATER SEPARATOR WITH WATER-IN-FUEL SENSOR AND HAND PRIMER		
118-001	FULL FLOW OIL FILTER		

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Data Code	Description	Weight Front	Weight Rear
266-013	1100 SQUARE INCH ALUMINUM RADIATOR	70	
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT		
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
270-016	RADIATOR DRAIN VALVE		
168-002	LOWER RADIATOR GUARD		
138-010	PHILLIPS-TEMRO 750 WATT/115 VOLT BLOCK HEATER	4	
140-022	CHROME ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR		
134-001	ALUMINUM FLYWHEEL HOUSING		
155-070	DELCO 12V 35MT STARTER WITH INTEGRATED MAGNETIC SWITCH AND SOLENOID	10	

Transmission

342-582	ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	200	60
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Transmission Equipment

343-339	ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
84E-000	PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84F-000	SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84G-000	PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84H-000	SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84J-000	ENGINE BRAKE RANGE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE



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Data Code	Description	Weight Front	Weight Rear
84K-000	ENGINE BRAKE RANGE ALTERNATE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84N-200	FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED		
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES		
353-026	VEHICLE INTERFACE WIRING CONNECTOR WITH PDM AND NO BLUNT CUTS, AT BACK OF CAB		
34C-002	ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR MOUNTED BACK OF CAB		
362-823	CUSTOMER INSTALLED CHELSEA 280 SERIES PTO		
363-001	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION		
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED		
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013		
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK		
346-013	TRANSMISSION OIL CHECK AND FILL WITH CROSSOVER TO CLEAR LH PTO AND DIRECT MOUNT PUMP		
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		

Front Axle and Equipment

400-1A9	DETROIT DA-F-16.0-5 16,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE	190
402-013	MERITOR 16.5X6 Q+ CAST SPIDER HEAVY DUTY CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES	
403-002	NON-ASBESTOS FRONT BRAKE LINING	
419-001	CAST IRON OUTBOARD FRONT BRAKE DRUMS	
427-001	FRONT BRAKE DUST SHIELDS	5
409-006	FRONT OIL SEALS	
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL	
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES	
405-031	HALDEX AUTOMATIC FRONT SLACK ADJUSTERS WITH STAINLESS STEEL CLEVIS PINS	
536-012	TRW TAS-85 POWER STEERING	40



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Data Code	Description	Weight Front	Weight Rear
539-003	POWER STEERING PUMP		
534-015	2 QUART SEE THROUGH POWER STEERING RESERVOIR		
40T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 FRONT AXLE LUBE		

Front Suspension

620-004	16,000# FLAT LEAF FRONT SUSPENSION	260	
619-004	GRAPHITE BRONZE BUSHINGS WITH SEALS - FRONT SUSPENSION		
410-001	FRONT SHOCK ABSORBERS		

Rear Axle and Equipment

	420-1W3	DETROIT DA-RS-23.0-6S 23,000# R-SERIES SINGLE REAR AXLE		150
	421-588	5.88 REAR AXLE RATIO		
	424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
	386-073	MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	20	20
	452-001	DRIVER CONTROLLED TRACTION DIFFERENTIAL - SINGLE REAR AXLE		20
	878-018	(1) DRIVER CONTROLLED DIFFERENTIAL LOCK REAR VALVE FOR SINGLE DRIVE AXLE		
*	87B-004	BLINKING LAMP WITH EACH MODE SWITCH, DIFFERENTIAL UNLOCK WITH IGNITION OFF, ACTIVE <5 MPH		
		ACTIVE < 25MPH		
	423-033	MERITOR 16.5X7 Q+ CAST SPIDER HEAVY DUTY CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
	433-002	NON-ASBESTOS REAR BRAKE LINING		
	434-011	BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S)		
	451-023	CONMET CAST IRON REAR BRAKE DRUMS		
	425-002	REAR BRAKE DUST SHIELDS		5
	440-006	REAR OIL SEALS		
	426-1B2	BENDIX EVERSURE LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS		
	428-031	HALDEX AUTOMATIC REAR SLACK ADJUSTERS WITH STAINLESS STEEL CLEVIS PINS		
	41T-006	FE 75W-85 REAR AXLE LUBE		

Rear Suspension

N	622-1DF	30,000# FLAT LEAF SPRING REAR SUSPENSION WITH HELPER AND RADIUS ROD		230
	621-002	SPRING SUSPENSION - 1.00" AXLE SPACER		



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Data Code	Description	Weight Front	Weight Rear
431-001	STANDARD AXLE SEATS IN AXLE CLAMP GROUP		
623-005	FORE/AFT CONTROL RODS		
Brake System			
018-002	AIR BRAKE PACKAGE		
490-100	WABCO 4S/4M ABS		
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
904-001	FIBER BRAID PARKING BRAKE HOSE		
412-001	STANDARD BRAKE SYSTEM VALVES		
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM		
413-002	STD U.S. FRONT BRAKE VALVE		
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
480-088	WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER		
483-004	WABCO OIL COALESCING FILTER FOR AIR DRYER		
* 479-005	AIR DRYER MOUNTED INBOARD ON RH RAIL		
	MOUNT 60" MIN BOC		
460-008	STEEL AIR BRAKE RESERVOIRS MOUNTED INSIDE RAIL		
607-043	CLEAR FRAME RAILS 48 INCHES FROM BACK OF CAB INSIDE/OUTBOARD AND BELOW BOTH FRAME RAILS		
477-004	PULL CABLES ON ALL AIR RESERVOIR(S)		
Trailer Connections			
335-004	UPGRADED CHASSIS MULTIPLEXING UNIT		
32A-002	UPGRADED BULKHEAD MULTIPLEXING UNIT		
Wheelbase & Frame			
545-585	5850MM (230 INCH) WHEELBASE		
546-102	7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI	370	290
552-007	2450MM (96 INCH) REAR FRAME OVERHANG		
55W-009	FRAME OVERHANG RANGE: 91 INCH TO 100 INCH	-50	210
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 164.76 in		
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 161.76 in		
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 356.2		
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 130.05 in		

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Data Code	Description	Weight Front	Weight Rear
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 188.01 in		
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 158.45 in		
553-001	SQUARE END OF FRAME		
550-001	FRONT CLOSING CROSSMEMBER		
559-003	LIGHTWEIGHT HEAVY DUTY ALUMINUM ENGINE CROSSMEMBER	-12	
561-001	STANDARD CROSSMEMBER BACK OF TRANSMISSION		
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)		
572-001	STANDARD REARMOST CROSSMEMBER		
565-001	STANDARD SUSPENSION CROSSMEMBER		
Chassis Equipment			
556-1AP	THREE-PIECE 14 INCH PAINTED STEEL BUMPER WITH COLLAPSIBLE ENDS	30	
558-001	FRONT TOW HOOKS - FRAME MOUNTED	15	
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE		
586-024	FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS		
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS		
Fuel Tanks			
204-215	50 GALLON/189 LITER SHORT RECTANGULAR ALUMINUM FUEL TANK - LH	20	
218-005	RECTANGULAR FUEL TANK(S)		
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS		
212-007	FUEL TANK(S) FORWARD		
664-004	POLISHED STAINLESS STEEL STEP FINISH		
205-001	FUEL TANK CAP(S)		
122-1H2	DETROIT FUEL/WATER SEPARATOR WITH BYPASS AND 12 VOLT PREHEATER	-5	
216-020	EQUIFLO INBOARD FUEL SYSTEM		
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
Tires			
093-2CC	MICHELIN XZU-S2 315/80R22.5 20 PLY RADIAL FRONT TIRES	100	
094-1UY	MICHELIN X MULTI D 11R22.5 16 PLY RADIAL REAR TIRES		60
Hubs			

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Data Code	Description	Weight Front	Weight Rear
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS		
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS		
Wheels			
502-433	ACCURIDE 29039 22.5X9.00 10-HUB PILOT 5.25 INSET 5-HAND STEEL DISC FRONT WHEELS	66	
505-428	ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC REAR WHEELS		52
496-011	FRONT WHEEL MOUNTING NUTS		
497-011	REAR WHEEL MOUNTING NUTS		
Cab Exterior			
829-071	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		
650-008	AIR CAB MOUNTING		
705-012	CAB ROOF REINFORCEMENTS FOR ROOF MOUNTED COMPONENTS	2	
648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE		
678-067	SAFETY YELLOW LH AND RH INTERIOR GRAB HANDLES AND LH AND RH EXTERIOR GRAB HANDLES WITH SINGLE RUBBER INSERT		
646-045	MOLD-IN COLOR GRILLE		
65X-011	MOLD-IN COLOR HOOD MOUNTED AIR INTAKE GRILLE		
644-004	FIBERGLASS HOOD		
690-007	HOOD LINER INSULATION WITH SINGLE FIREWALL INSULATION		
727-1AF	SINGLE 14 INCH ROUND HADLEY AIR HORN UNDER LH DECK	4	
726-001	SINGLE ELECTRIC HORN		
728-001	SINGLE HORN SHIELD		
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME		
78G-004	KEY QUANTITY OF 4		
575-001	REAR LICENSE PLATE MOUNT END OF FRAME		
312-043	INTEGRAL HEADLIGHT/MARKER ASSEMBLY		
302-047	LED AERODYNAMIC MARKER LIGHTS		
294-001	INTEGRAL STOP/TAIL/BACKUP LIGHTS		
300-015	STANDARD FRONT TURN SIGNAL LAMPS		
744-1BC	DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LH AND RH REMOTE		
797-001	DOOR MOUNTED MIRRORS		
796-001	102 INCH EQUIPMENT WIDTH		



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Prepared by:
Greg Simonic
Valley Freightliner & Western Star
10901 Brookpark Rd
Parma, OH 44130
Phone: 216-267-4800
E-Mail: gregs@valley1.com

Data Code	Description	Weight Front	Weight Rear
743-204	LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		
729-001	STANDARD SIDE/REAR REFLECTORS		
677-054	RH AFTERTREATMENT SYSTEM CAB ACCESS WITH PLAIN DIAMOND PLATE COVER		
275-061	ELECTRIC HORN WARNING SYSTEM FOR PARK BRAKE NOT SET WITH DOOR OPEN AND ALL IGNITION KEY POSITIONS		
768-043	63X14 INCH TINTED REAR WINDOW		
661-004	TINTED DOOR GLASS LH AND RH WITH TINTED OPERATING WING WINDOWS		
654-011	RH AND LH ELECTRIC POWERED WINDOWS	4	
663-013	1-PIECE SOLAR GREEN GLASS WINDSHIELD		
659-019	2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED		

Cab Interior

707-1AK	OPAL GRAY VINYL INTERIOR		
706-013	MOLDED PLASTIC DOOR PANEL		
708-013	MOLDED PLASTIC DOOR PANEL		
772-006	BLACK MATS WITH SINGLE INSULATION		
785-004	DASH MOUNTED ASH TRAY(S) WITHOUT LIGHTER		
691-008	FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS WITHOUT NETTING		
694-010	IN DASH STORAGE BIN		
742-007	(2) CUP HOLDERS LH AND RH DASH		
680-006	GRAY/CHARCOAL FLAT DASH		
860-004	SMART SWITCH EXPANSION MODULE		
720-002	2-1/2 LB. FIRE EXTINGUISHER	5	
700-002	HEATER, DEFROSTER AND AIR CONDITIONER		
701-013	STANDARD HVAC DUCTING WITH PRE-FILTER FOR OUTSIDE AIR INTAKE		
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
170-015	STANDARD HEATER PLUMBING		
130-041	VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR		
702-002	BINARY CONTROL, R-134A		
739-034	PREMIUM INSULATION		
285-027	SOLID-STATE CIRCUIT PROTECTION AND FUSES WITH SPARE FUSE KIT		
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM		



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Data Code	Description	Weight Front	Weight Rear
324-011	DOME DOOR ACTIVATED LH AND RH, DUAL READING LIGHTS, FORWARD CAB ROOF		
655-005	LH AND RH ELECTRIC DOOR LOCKS		
284-101	(1) 12V POWER SUPPLY (1) DUAL 2.1 AMP USB CHARGER IN DASH		
722-002	TRIANGULAR REFLECTORS WITHOUT FLARES	10	
756-1D9	PREMIUM HIGH BACK AIR SUSPENSION DRIVER SEAT WITH 3 CHAMBER AIR LUMBAR, INTEGRATED CUSHION EXTENSION, FORWARD AND REAR CUSHION TILT, ADJUSTABLE SHOCK ABSORBER	70	
760-1DC	BASIC HIGH BACK NON SUSPENSION PASSENGER SEAT		
759-009	INBOARD DRIVER SEAT ARMREST, NO PASSENGER SEAT ARMREST	2	
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
758-014	BLACK CORDURA PLUS CLOTH DRIVER SEAT COVER		
761-014	BLACK CORDURA PLUS CLOTH PASSENGER SEAT COVER		
763-101	BLACK SEAT BELTS		
532-001	FIXED STEERING COLUMN		
540-015	4-SPOKE 18 INCH (450MM) STEERING WHEEL		
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS		

Instruments & Controls

732-004	GRAY DRIVER INSTRUMENT PANEL		
734-004	GRAY CENTER INSTRUMENT PANEL		
87L-003	ENGINE REMOTE INTERFACE WITH PARK BRAKE AND NEUTRAL INTERLOCKS		
870-001	BLACK GAUGE BEZELS		
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM		
840-002	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES		
198-003	DASH MOUNTED AIR RESTRICTION INDICATOR WITH GRADUATIONS		
721-001	97 DB BACKUP ALARM		3
149-013	ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL		
156-033	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY WITH ECM STARTER LOCKOUT		
811-042	ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED		



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Data Code	Description	Weight Front	Weight Rear
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		
844-001	2 INCH ELECTRIC FUEL GAUGE		
148-070	ENGINE REMOTE INTERFACE WITH PRESET FAST IDLE		
163-001	ENGINE REMOTE INTERFACE CONNECTOR AT BACK OF CAB		
33U-007	CHASSIS MODULE JUMPER AND BRACKET FOR BODY BUILDER TO RELOCATE THE CHASSIS MODULE INTO THE CAB		
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
372-043	(1) DASH MOUNTED PTO SWITCH WITH INDICATOR LAMP - PARK BRAKE AND NEUTRAL INTERLOCK	10	
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		
679-001	OVERHEAD INSTRUMENT PANEL		
746-115	AM/FM/WB WORLD TUNER RADIO WITH BLUETOOTH AND USB AND AUXILIARY INPUTS, J1939	10	
747-001	DASH MOUNTED RADIO		
750-002	(2) RADIO SPEAKERS IN CAB		
753-008	AM/FM ANTENNA MOUNTED ON LH SIDE MIRROR		
748-006	POWER AND GROUND WIRING PROVISION OVERHEAD		
* 749-001	ROOF/OVERHEAD CONSOLE CB RADIO PROVISION		
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
817-001	STANDARD VEHICLE SPEED SENSOR		
812-001	ELECTRONIC 3000 RPM TACHOMETER		
813-1B4	VT-HU CONNECTIVITY PLATFORM HARDWARE		
8D1-003	3 YEARS DETROIT CONNECT BASE PACKAGE (VIRTUAL TECHNICIAN, DETROIT CONNECT PORTAL ACCESS) FOR VT-HU CONNECTIVITY PLATFORM		
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP		
329-091	(6) IGN CONTROLLED EXTRA SWITCHES WITH IND LIGHTS WIRED TO POWER DIST BOX WITH RELAYS PROVIDING 20 AMPS PER CIRCUIT TO JUNCTION BLOCK AND 1 CIRCUIT AT 30 AMPS		



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Data Code	Description	Weight Front	Weight Rear
81Y-001	PRE-TRIP LAMP INSPECTION, ALL OUTPUTS FLASH, WITH SMART SWITCH		
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
304-001	MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH		
882-009	ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR		
299-013	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE		
298-039	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS		

Design

* 065-000 PAINT: ONE SOLID COLOR
USE 980-NKN 00774452EY DK BLUE ELITE EY

Color

980-3Y2 CAB COLOR A: N0745EA BLUE ELITE SS
986-020 BLACK, HIGH SOLIDS POLYURETHANE CHASSIS
PAINT
962-972 POWDER WHITE (N0006EA) FRONT
WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)
966-972 POWDER WHITE (N0006EA) REAR
WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)
964-6Z7 BUMPER PAINT: FP24812 ARGENT SILVER
DUPONT FLEX
963-003 STANDARD E COAT/UNDERCOATING

Extended Front Axle Coverage

WA4-047 AXLE: DETROIT FRONT ONLY: MD MODERATE 5
YEARS/100,000 MILES/161,000 KM EXTENDED
AXLE COVERAGE

Certification / Compliance

996-001 U.S. FMVSS CERTIFICATION, EXCEPT SALES
CABS AND GLIDER KITS

Raw Performance Data

AE8-99D CALCULATED EFFECTIVE BACK OF CAB TO
REAR SUSPENSION C/L (CA) : 161.76 in
AM6-99D CALC'D SPACE AVAILABLE FOR DECKPLATE :
158.45 in

Sales Programs

NO SALES PROGRAMS HAVE BEEN SELECTED

Prepared for:
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TOTAL VEHICLE SUMMARY

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight ⁺	7664 lbs	4658 lbs	12322 lbs
Dealer Installed Options	0 lbs	0 lbs	0 lbs
Total Weight ⁺	7664 lbs	4658 lbs	12322 lbs

Extended Warranty

WAI-5FK	EW4: DD8 SINGLE STAGE/DUAL STAGE 5 YEARS/100,000 MILES/161,000 KM FEX APPLIES
WBB-344	TC4: MD MODERATE 5 YEARS/100,000 MILES / 161,000 KM EXTENDED TRUCK COVERAGE. FEX APPLIES
WAK-251	ALLISON 3000 RDS SERIES TRANSMISSION EXTEND WARRANTY, 5 YEARS/UNLIMITED MILES FEX
WAG-011	TOWING: 2 YEARS/UNLIMITED MILES/KM EXTENDED TOWING COVERAGE \$550 CAP FEX APPLIES

Dealer Installed Options

		Weight Front	Weight Rear
CCM	PDI RELOCATE CHASSIS CONTROL MODULE INSIDE CAB	0	0
Total Dealer Installed Options		0 lbs	0 lbs

(+) Weights shown are estimates only.

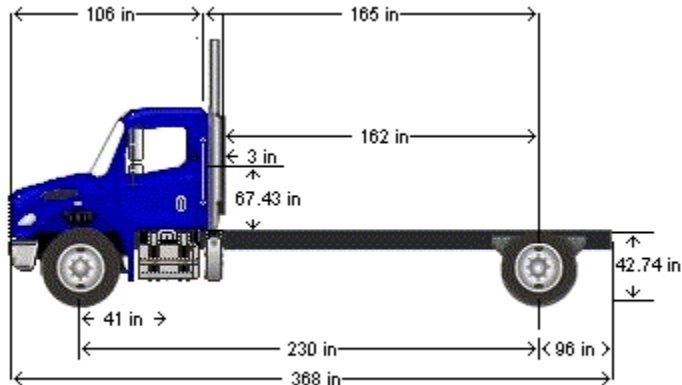
If weight is critical, contact Customer Application Engineering.

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.

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DIMENSIONS



VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Model M2106
Wheelbase (545) 5850MM (230 INCH) WHEELBASE
Rear Frame Overhang (552) 2450MM (96 INCH) REAR FRAME OVERHANG
Fifth Wheel (578) NO FIFTH WHEEL
 Mounting Location (577) NO FIFTH WHEEL LOCATION
 Maximum Forward Position (in) 0
 Maximum Rearward Position (in) 0
 Amount of Slide Travel (in) 0
 Slide Increment (in) 0
 Desired Slide Position (in) 0.0
Cab Size (829) 106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Sleeper (682) NO SLEEPER BOX/SLEEPER CAB
Exhaust System (016) RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY
WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE

TABLE SUMMARY - DIMENSIONS

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Dimensions	Inches
Bumper to Back of Cab (BBC)	106.3
Bumper to Centerline of Front Axle (BA)	40.7
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	164.8
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	161.8
Back of Cab Protrusions (Exhaust/Intake) (CP)	2.0
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	0.0
Back of Cab Protrusions (CNG Tank)	0.0
Back of Cab Clearance (CL)	3.0
Back of Cab to End of Frame	261.3
Cab Height (CH)	67.4
Wheelbase (WB)	230.3
Frame Overhang (OH)	96.5
Overall Frame Length	356.2
Overall Length (OAL)	367.6
Rear Axle Spacing	0.0
Unladen Frame Height at Centerline of Rear Axle	42.7

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

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Q U O T A T I O N

M2 106 CONVENTIONAL CHASSIS

SET BACK AXLE - TRUCK
DD8 7.7L 6 CYL DUAL STAGE 330 HP @ 2200 RPM, 2600
GOV RPM, 1000 LB-FT @ 1200 RPM
ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH
PTO PROVISION
DETROIT DA-RS-23.0-6S 23,000# R-SERIES SINGLE
REAR AXLE
30,000# FLAT LEAF SPRING REAR SUSPENSION WITH
HELPER AND RADIUS ROD

DETROIT DA-F-16.0-5 16,000# FL1 71.0 KPI/3.74 DROP
SINGLE FRONT AXLE
16,000# FLAT LEAF FRONT SUSPENSION
106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL
CAB
5850MM (230 INCH) WHEELBASE
7/16X3-9/16X11-1/8 INCH STEEL FRAME
(11.11MMX282.6MM/0.437X11.13 INCH) 120KSI
2450MM (96 INCH) REAR FRAME OVERHANG

			PER UNIT		TOTAL
VEHICLE PRICE	TOTAL # OF UNITS (1)	\$	77,721	\$	77,721
EXTENDED WARRANTY		\$	4,347	\$	4,347
DEALER INSTALLED OPTIONS		\$	350	\$	350
CUSTOMER PRICE BEFORE TAX		\$	82,418	\$	82,418

TAXES AND FEES

TAXES AND FEES	\$	0	\$	0
OTHER CHARGES	\$	0	\$	0

TRADE-IN

TRADE-IN ALLOWANCE		\$	(0)	\$	(0)
BALANCE DUE	(LOCAL CURRENCY)	\$	82,418	\$	82,418

Chassis pricing based under Ohio Department of Transportation contract 118-21 cooperative pricing with selected or standard truck warranty. Pricing is valid for Ohio municipal purchases and eligibility coincides with contract terms and dates. It is the responsibility of the purchasing entity to request and determine eligibility of cooperative purchases. A purchase order to this proposal thereby agrees to the pricing, specifications, and terms the cooperative contract unless other arrangements are agreed upon. If an order, please consult with your body builder to assure all dimensions and necessary chassis components are included the specification. All specifications and pricing are subject to final engineering review. Invoicing will occur upon delivery of bare chassis to customer or location of customer's choice. Payment is due upon receipt of invoice. Titles will be transferred and delivered promptly upon receipt of payment.

APPROVAL:

Please indicate your acceptance of this quotation by signing below:

Customer: X_____ Date: ____ / ____ / ____.



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OHIO DEPARTMENT OF TRANSPORTATION

CENTRAL OFFICE • 1980 WEST BROAD STREET • COLUMBUS, OH 43223

MIKE DEWINE, GOVERNOR • JACK MARCHBANKS, PH.D., DIRECTOR

January 8, 2021

Valley Freightliner Sterling and Western Star, Inc
10901 Brook Park Rd.
Parma, OH 44130

Re: 118-21
Light Duty Chassis

Dear Vendor:

Your bid proposal as submitted has been accepted by the Ohio Department of Transportation.

This Invitation permits multiple awarded vendors to provide Light Duty Chassis. The contract will be in effect from January 8, 2021 to January 31, 2022.

A purchase shall only take place upon the issuance of an official purchase order or the use of a payment card. There is no guarantee that purchase orders will be issued or that products will be ordered against issued purchase orders.

Thank you for bidding on our invitation. Todd VanKirk is available for any assistance necessary to ensure that a quality partnership exists between your company and our Department. If you have any questions, please call (614) 466-3209.

Respectfully,

A handwritten signature in dark ink, appearing to read "Jack Marchbanks", is written over a light blue horizontal line.

Jack Marchbanks, Ph.D.
Director
Ohio Department of Transportation

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE A 2022 FREIGHTLINER M2-106 CAB & CHASSIS TRUCK FROM VALLEY FREIGHTLINER, STERLING & WESTERN STAR, INC. OF PARMA, OHIO, THROUGH THE STATE OF OHIO DEPARTMENT OF TRANSPORTATION COOPERATIVE PURCHASING PROGRAM FOR THE WATER DISTRIBUTION DIVISION; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Water Distribution Division currently has a 2000 International 4900 Flatbed truck with crane, that is no longer fit for use for its intended purpose within the division due to its age and bed length and the Fleet Maintenance Chief Foreman is recommending to replace this truck with a 2022 Freightliner M2-106 Cab & Chassis truck; and

WHEREAS, the 2000 International 4900 Flatbed truck with crane will be retained and used in the Forestry Division; and

WHEREAS, the 2022 Freightliner M2-106 Cab & Chassis truck is available from Valley Freightliner, Sterling & Western Star, Inc. of Parma, Ohio, through the State of Ohio Department of Transportation Cooperative Purchasing Program, thereby, allowing local political subdivisions to purchase items that have been competitively bid from the successful state vendor giving the City the benefit of the State's negotiated price and eliminating the necessity of formal bidding; and

WHEREAS, the purchase price for the 2022 Freightliner M2-106 Cab & Chassis truck is \$82,418.00 and will be paid with Capital Water Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order for the truck to be ordered and received so the Water Distribution Division can begin using the vehicle 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 Water Distribution Division, 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 purchase a 2022 Freightliner M2-106 Cab & Chassis truck from Valley Freightliner, Sterling & Western Star, Inc. of Parma, Ohio, through the State Of Ohio Department Of Transportation Cooperative Purchasing Program, Contract #118-21, for the Water Distribution Division, at an amount **not to exceed** Eighty Two Thousand Four Hundred Eighteen and 00/100 Dollars (\$82,418.00).

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

Section 3. This 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: April 12, 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: Scott Kromer, Streets & Utilities Superintendent

Date: March 31, 2021

Subject: Commission Agenda Item – Purchase of Two (2) 2022 Ford F-350 Trucks for Water Distribution and Sewer Maintenance Divisions

ITEM FOR CONSIDERATION: Legislation authorizing the purchase of two (2) 2022 Ford F-350 Trucks from Middletown Ford of Middletown, Ohio for the Water Distribution and Sewer Maintenance Divisions.

BACKGROUND INFORMATION: The above listed vehicles are available for a purchase price of \$83,594.00, from Middletown Ford of Middletown, Ohio through the State of Ohio cooperative purchasing program, Contract #RS900621, Index #CDC093, Item 27AT.

The Water Distribution Division currently has one (1) 2011 F250 Super Duty Truck with plow and the Sewer Maintenance Division currently has one (1) 2015 GMC 3500 4x4 Truck with plow, that are no longer fit for use for their intended purpose within the divisions due to their age and reliability for heavy construction performed on utility repairs. The Fleet Maintenance Chief Foreman is recommending that both vehicles be kept for lighter construction activities performed by the Grounds Maintenance Division to use as replacements for vehicles recently removed from their fleet. The new trucks will be completely outfitted with a lift gate and full plowing system.

BUDGETARY INFORMATION: The total cost for two (2) 2022 Ford F-350 Trucks shall not exceed \$83,594.00 and will be paid for using Capital Water & Sewer funds. These purchases will be included in the Capital Improvement Plan.

ACTION REQUESTED: It is recommended that proper legislation be prepared and approval be granted to purchase two (2) 2022 Ford F-350 Trucks from Middletown Ford of Middletown, Ohio, in an amount not to exceed \$83,594.00. It is further requested that the legislation be passed under suspension of the rules in full accordance with Section 14 of the City Charter so the truck can be ordered and received right away so both divisions can begin using them at the earliest opportunity.

I concur with this recommendation:

Eric Wobser
City Manager

Aaron Klein
Director

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

CERTIFICATE OF FUNDS

In the Matter of: Two Ford F-350 Trucks

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

Account # 612-5260-55610, 613-5450-55610

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 4/8/2021

Middletown Ford Fleet Department
 1750 N. Verity Parkway
 Middletown, OH 45042
 (513) 420-8700

ashley.hillis@middletownford.com
darco.murphy@middletownford.com

To whom it may concern,

Thank you for allowing Middletown Ford to bid on your:

Vehicle Information							Date: 03/22/2021
Item #	Year	Make	Model	Trim	Body Style	Color	No. of Units
27AT	2022	FORD	F-350	XL	REG CAB 4X4	ANTIMATTER BLUE	2

Buyer Information					
Name	Address	City	State	Zip Code	Phone Number
CITY OF SANDUSKY	1024 CEMENT AVE	SANDUSKY	OH	44870	419-627-5882

Vehicle Bid (Per Unit)			Amount Due At Inception:	
Item ID No.	Description	Selling Price	[Down Payment:]	\$0.00
	2022 F-350	\$32248.00		
	THEIMAN TT15-ET LIFTGATE	\$3300.00		
	WESTERN PRO PLUS 8'	\$4700.00		
	RUBBER SNOW DEFLECTOR	\$225.00		
	PLOW PREP	\$320.00	N/A	
	ADDITIONAL KEY	\$250.00	[Trade(s):]	
	TOW HITCH/7-PIN/BRAKE	\$250.00	Trade 1	\$0.00
	CONTROLLER			
	BACKUP ALARM	\$127.00		
	SRW	(\$500.00)		
	SPRAY IN BED LINER	\$560.00		
	UPFITTER SWITCHES	\$155.00		
	Upfits provided by K.E. Rose			
	Delivery	\$162.00	Trade 2	\$0.00
	Title Fee	\$0.00	Trade 3	\$0.00
	Reg. Fee (45-Day Tag)	\$0.00		
	Other Fees	\$0.00		
	Total Due	\$83,594.00	Total Credits	\$0.00

We would also like to announce that we participate in the state's Minority Business Enterprise (**MBE**) Program.

We greatly appreciate you giving Middletown Ford the opportunity to earn your business! The above quote is good for **30** days unless otherwise specified. Quotes given on vehicles on the State bid are good until the dates specified on the state bid. **PLEASE NOTE: Any upfits such as Dump Bodies, Utility Bodies, Snow Plows etc. May add up to 6-8 weeks onto vehicle delivery time on state bid.**

WE ALSO ACCEPT TRADE-INS!

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE TWO (2) 2022 FORD F-350 TRUCKS FROM MIDDLETOWN FORD OF MIDDLETOWN, OHIO, THROUGH THE STATE OF OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES COOPERATIVE PURCHASING PROGRAM FOR THE WATER DISTRIBUTION AND SEWER MAINTENANCE DIVISIONS; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Water Distribution Division currently has a 2011 F-250 Super Duty Truck with plow and the Sewer maintenance Division currently has a 2015 3500 4x4 Truck with plow, that are no longer fit for use for their intended purpose with the divisions due to their age and reliability for heavy construction performed on utility repairs; and

WHEREAS, the Fleet Maintenance Chief Foreman is recommending these vehicles be retained for lighter construction activities performed by the Grounds Maintenance Division and the new trucks will be completely outfitted with a lift gage and full plowing system; and

WHEREAS, the 2022 Ford F-350 Trucks are available from Middletown Ford of Middletown, Ohio, through the State of Ohio Department of Administrative Services Cooperative Purchasing Program thereby, allowing local political subdivisions to purchase items that have been competitively bid from the successful state vendor giving the City the benefit of the State's negotiated price and eliminating the necessity of formal bidding; and

WHEREAS, the total purchase price for the two (2) Ford F-350 trucks, including delivery, is \$83,594.00 and will be paid with Capital Water & 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 for the trucks to be immediately ordered and received at the earliest opportunity so the Divisions of Water Distribution and Sewer Maintenance can begin using the vehicles; 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 Divisions of Water Distribution and Sewer Maintenance, 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 purchase two (2) 2022 Ford F-350 Trucks from Middletown Ford of Middletown, Ohio, through the

State of Ohio Department of Administrative Services Cooperative Purchasing Program, Contract #RS900621, at an amount **not to exceed** Eighty Three Thousand Five Hundred Ninety Four and 00/100 Dollars (\$83,594.00).

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

Section 3. This 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: April 12, 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 29, 2021

Subject: Commission Agenda Item – Permission to Bid 2021 Sewer Lining Project

ITEM FOR CONSIDERATION: Requesting legislation authorizing the City to accept bids for the 2021 Sewer Lining Project.

BACKGROUND INFORMATION: The existing sewers along Warren Street, sections of W. Monroe and Superior Street are in poor, leaking condition. This infiltration of groundwater takes up precious capacity within these sewer mains. Eventually this type of infiltration and erosion are what creates sink holes and depressions on surface pavements and boulevards. Furthermore, this additional flow ends up at the Wastewater treatment plant and ends up getting treated whether it is truly sewage or “clear” water.

Structurally, this piping is good with very limited defects like cracking or failures along the crown (top) of the pipes. This makes these segments good candidates for a more cost effective improvement, referred to as “Slip Lining”. The City of Sandusky and many other Cities in Northern Ohio have performed this kind of maintenance successfully in recent history and at a great savings, compared to traditional “open cutting” pipe replacement. This process essentially turns segmented pipes a single, continuous pipe, with cuts made only at manholes and the service connections to businesses or households. The contractor will be required to clean, camera, bypass pump, line and provide a Maintenance of Traffic Plan (MOT) which will likely include detours. Warren St. has 2422 linear feet of various diameter pipes, W. Monroe St. has 360’ of 8” pipe, Superior St. has 500’ of 12” pipe, totaling just under .6 miles of sewers. All these items of work combined are estimated to cost \$347,900.00.

BUDGETARY INFORMATION: The estimated cost of the project, including engineering and inspection is \$347,900.00 and will be paid with Sewer Funds.

ACTION REQUESTED: It is recommended that the proposed 2021 Sewer Lining Project be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to bid the project, receive competitive prices and to complete the project as soon as possible to prevent any further deterioration of the sewer pipes along these roads.

I concur with this recommendation:

Eric Wobser
City Manager

Aaron M. Klein
Director of Public Works

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

CERTIFICATE OF FUNDS

In the Matter of: 2021 Sewer Lining Project

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

Account # 613-5446-55525

By: _____



Michelle Reeder

Finance Director

Dated: 4/8/2021

RESOLUTION NO. _____

A RESOLUTION DECLARING THE NECESSITY FOR THE CITY TO PROCEED WITH THE PROPOSED 2021 SEWER LINING 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 existing sewers along Warren Street, sections of W. Monroe and Superior Street are in poor, leaking condition and the infiltration of groundwater takes up precious capacity within these sewer mains and eventually the infiltration and erosion are what creates sink holes and depressions on surface pavements and boulevards; and

WHEREAS, structurally, this piping is good with very limited defects like cracking or failures along the crown (top) of the pipes which makes these segments good candidates for a more cost effective improvement, referred to as "Slip Lining" and at a great savings, compared to traditional pipe replacement; and

WHEREAS, the proposed 2021 Sewer Lining Project involves the cleaning, camera, bypassing pump, and lining the sewers of 2,422 linear feet of various diameter pipes on Warren Street, 360 linear feet of 8" pipes on West Monroe Street, 500 feet of 12" pipes on Superior Street (totaling just under .6 miles of sewers) and also includes the contractor providing a Maintenance of Traffic Plan (MOT), which will likely include detours; and

WHEREAS, the total estimated cost for this project, including engineering and inspection, is \$347,900.00 and will be paid with 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, receive competitive prices and complete the project as soon as possible to prevent any further deterioration of the sewer pipes along these roads; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Departments of Public Works, 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 Sewer Lining 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 Sewer Lining 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 Sewer Lining 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: April 12, 2021