



**SANDUSKY CITY COMMISSION  
REGULAR SESSION AGENDA  
MAY 10, 2021 AT 5 P.M.  
CITY HALL, 240 COLUMBUS AVENUE**

INVOCATION	Dave Waddington
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	April 26, 2021
AUDIENCE PARTICIPATION	
PRESENTATION	Park Amenities App Overview – Tiffany Rufo, <i>GIS Analyst</i>
COMMUNICATIONS	Motion to accept all communications submitted below
CURRENT BUSINESS	

**CONSENT AGENDA ITEMS**

**ITEM A – Submitted by Brendan Heil, Law Director**

**AMENDING CHAPTER 531 – NOXIOUS WEED AND GRASS ORDINANCE (SECOND READING)**

**Budgetary Information:** There is no direct cost to the City to approve this Ordinance.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed amending Part Five (General Offenses Code), Chapter 531 (Nuisances Generally), Sections 531.09 (Notice to Cut; Duty of Housing Code Compliance Officer), 531.10 (Failure to Comply), 531.11 (Procedure When Owner Fails to Comply with Notice), and 531.12 (Payment of Costs; Unpaid Costs a Lien), of the Codified Ordinances of the City of Sandusky, in the manner and way specifically set forth hereinbelow.

**ITEM B – Submitted by Debi Eversole**

**SALE OF LAND BANK PROPERTY AT 421 FULTON STREET**

**Budgetary Information:** The cost associated with this purchase and sale agreement is the total amount of the transfer fees, advertisement, deed preparation and any other customary fees that may be due and payable in the ordinary course of the sale and purchase transaction. These expenses shall be recouped from the purchase price. The proceeds of the sale shall be dispersed in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. The sale and rehabilitation of this property will revitalize the neighborhood by enhancing the surrounding property values and reducing noticeable blight. The taxing districts will begin collecting real estate taxes of approximately \$963.80 on an annual basis if not more.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed declaring that certain real property owned by the City as part of the Land Reutilization Program identified as parcel No. 59-01165.000, located at 421 Fulton Street, Sandusky, is no longer needed for any municipal purpose and authorizing the execution of a purchase and sale agreement with respect to that real property; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

**ITEM C – Submitted by Jim Green, Interim Fire Chief**

**DISPOSAL OF FIRE DEPARTMENT TURNOUT GEAR & DONATION TO EHOVE CAREER CENTER**

**Budgetary Information:** There will be no proceeds from the donation of turnout gear and accessories.

**RESOLUTION NO. \_\_\_\_\_:** It is requested a resolution be passed authorizing the disposal of used firefighting clothing as being unnecessary and unfit for city use; approving their donation to the EHOVE Career Center; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the City Charter.

**ITEM D – Submitted by McKenzie Spriggs, Commission Clerk**

**NEW LIQUOR PERMIT FOR BEER BAIT AND MOOR**

**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 C2 liquor permit (*wine and mixed beverage in sealed container for carry out*) for Beer Bait and Moor LLC, located at 1319 First 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 Debi Eversole, Community Development Programs Administrator**

**FY 2021 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ONE YEAR ACTION PLAN**

**Budgetary Information:** There is no impact on the City’s General Fund. All projects in the program will be paid for with CDBG funds.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to accept an entitlement grant in the amount of \$750,212 total Community Development Block Grant funds for the program year of July 1, 2021, through June 30, 2022, and to submit to the United States Department of Housing and Urban Development a FY 2021 One-Year Action Plan; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

**ITEM #2 – Submitted by Jonathan Holody, Community Development Director**

**APPROVAL OF THE TAX INCENTIVE REVIEW COUNCIL’S RECOMMENDATIONS**

**Budgetary Information:** Continuation of the Tax Increment Financing Districts will result in the City’s continued receipt of Tax Increment Financing revenue for use on public improvement projects.

**RESOLUTION NO. \_\_\_\_\_:** It is requested a resolution be passed accepting and approving the City of Sandusky Tax Incentive Review Council’s (TIRC) recommendations regarding current taxation agreements; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the City Charter.

**ITEM #3 – Submitted by Jonathan Holody, Community Development Director**

**ACQUISITION OF SUPERIOR STREET VACANT LOT FOR THE SANDUSKY BAY PATHWAY**

**Budgetary Information:** The City will be responsible for paying \$15,000 (plus closing costs) for the purchase of the property which will initially be paid with Capital Funds. The City intends to finance the costs with long-term notes that will be reimbursed with proceeds from the Cleveland Road Public Improvement TIF Fund.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to enter into a purchase agreement for the acquisition of real property located on Superior Street north of W. Monroe Street, Sandusky and identified as Parcel No. 59-00439.000 for the Sandusky Bay Pathway; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

**ITEM #4 – Submitted by Josh Snyder, Assistant City Engineer**

**AGREEMENT WITH AMERICAN STRUCTUREPOINT FOR DESIGN SERVICES FOR CLEVELAND ROAD SAFETY IMPROVEMENT PROJECT**

**Budgetary Information:** The not to exceed cost for preliminary professional design services is \$263,615. This work includes preliminary environmental, feasibility studies, warrant studies and public meetings, which will guide the subsequent detail design. The funding split is 5% City of Sandusky and 95% Ohio Department of Transportation (ODOT) through the Safety funds.

ODOT Safety Funds (4HJ7) and (4BC7)	\$250,434.25
Major Infrastructure Funds (Streets)	\$ 13,180.75

**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 American Structurepoint, Inc. of Cleveland, Ohio, for the Cleveland Road Safety Improvement Project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

**ITEM #5 – Submitted by Scott Kromer, Streets & Utilities Superintendent**

**AMENDING ORDINANCE 21-057 TO INCLUDE THE PURCHASE OF A HIAB KNUCKLE BOOM CRANE**

**Budgetary Information:** The total cost for one (1) 2022 Freightliner M2 106 Cab & Chassis up fitted with the Hiab Knuckle Boom Crane at a cost not exceed \$175,448 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 amending Ordinance No. 21-057, passed on April 12, 2021; authorizing and directing the City Manager to purchase a 2022 Freightliner M2-106 Cab & Chassis truck, including the purchase and up-fitting of a Hiab Knuckle Boom Crane, 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.

**CITY MANAGER’S REPORT**

**OLD BUSINESS**

**NEW BUSINESS**

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

**EXECUTIVE SESSION(S)**

**ADJOURNMENT**

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



## **LAW DEPARTMENT**

240 Columbus Avenue

Sandusky, Ohio 44870

419.627.5852

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

# **MEMORANDUM**

TO: Eric Wobser, City Manager

FROM: Brendan Heil, Law Director

DATE: April 14, 2021

RE: Commission Agenda Item

### **ITEM FOR CONSIDERATION:**

An Ordinance amending Chapter 531 (Nuisances Generally), Sections 531.09 (Notice to Cut; Duty of Housing Code Compliance Officer), 531.10 (Failure to Comply), 531.11 (Procedure when Owner fails to Comply with Notice), and 531.12 (Payment of Costs; Unpaid Costs a Lien) of the Codified Ordinances of the City of Sandusky.

### **BACKGROUND INFORMATION:**

In 2015, the City amended its Codified Ordinances to no longer provide the owners of vacant properties written notice that their property was in violation of the prohibition on noxious weeds or grass in excess of 8 inches. The result was that owners of vacant properties only received the notification published annually in the newspaper regarding the City's noxious weed and grass regulations.

It is proposed that Chapter 531 be amended to require that all properties (vacant and non-vacant) receive a one-time written notice that their property is in violation of the City's noxious weed and grass ordinance and that they must remediate the issue within five (5) days. Further, the proposed amendment will clarify that the property owner must comply with the notice within 5 days from the date the notice is posted on the property and/or mailed. Lastly, the proposed amendment fixes some internal references to other sections of the Codified Ordinances.

These proposed amendments are consistent with Ohio law and the local ordinances of numerous other Ohio municipalities. Additionally, the amendment will clarify the manner in which the City provides notices and provide a clear timeline for compliance before the City remediates any remaining issues. Finally, the proposed changes have been discussed internally with the building department staff and the amended ordinance will still allow the City to effectively remediate issues of grass and weed overgrowth in a timely manner.

### **BUDGETARY INFORMATION:**

There is no direct cost to the City to approve this Ordinance.

**ACTION REQUESTED:**

It is requested that legislation be approved amending Chapter 531 (Nuisances Generally), Sections 531.09 (Notice to Cut; Duty of Housing Code Compliance Officer), 531.10 (Failure to Comply), 531.11 (Procedure when Owner fails to Comply with Notice), and 531.12 (Payment of Costs; Unpaid Costs a Lien) of the Codified Ordinances of the City of Sandusky.

I concur with this recommendation:

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Eric Wobser, City Manager

cc: Michelle Reeder, Finance Director



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

**AN ORDINANCE AMENDING PART FIVE (GENERAL OFFENSES CODE), CHAPTER 531 (NUISANCES GENERALLY), SECTIONS 531.09 (NOTICE TO CUT; DUTY OF HOUSING CODE COMPLIANCE OFFICER,) 531.10 (FAILURE TO COMPLY), 531.11 (PROCEDURE WHEN OWNER FAILS TO COMPLY WITH NOTICE), AND 531.12 (PAYMENT OF COSTS; UNPAID COSTS A LIEN), OF THE CODIFIED ORDINANCES OF THE CITY OF SANDUSKY, IN THE MANNER AND WAY SPECIFICALLY SET FORTH HEREINBELOW.**

**WHEREAS**, the proposed amendment to the Sandusky Codified Ordinances will update the provisions of Chapter 531 to provide written notice to all properties owners, clarify the timeline by which property owners must remediate noxious weed and grass, and update the internal references to other sections of the Codified Ordinances; 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 and the Division of Building and Code, of the City of Sandusky, Ohio; and NOW, THEREFORE,

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

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

Section 1. Part Five (General Offenses Code), Chapter 531 (Nuisances Generally), Sections 531.09 (Notice to Cut; Duty of Housing Code Compliance Officer,) 531.10 (Failure to Comply), 531.11 (Procedure When Owner Fails to Comply With Notice), and 531.12 (Payment of Costs; Unpaid Costs a Lien) of the Codified Ordinances of the City be amended as follows:

**CHAPTER 531  
Nuisances Generally**

**531.08 CUTTING OF NOXIOUS WEEDS AND GRASS.**

(a) No person, whether as owner or occupant, or any other person, firm, or corporation, whether lessee, agent or tenant, having the charge or care of any lot or land within the City of Sandusky shall permit noxious weeds or grass that are about to spread or mature seeds to grow thereon to a height of 8 inches or more and shall cut down and remove from the lot or land all noxious weeds and grass of a height of 8 inches or more which constitute an immediate threat to the public health, safety, and welfare.

(b) It is a prima-facie violation of this section if noxious weeds or grass 8 inches or more in height exist on any lot or land within the City of Sandusky at any time during any growing season defined as March 1 through October 31 of each calendar year.

(c) The City Manager shall cause an annual notice to be published in a newspaper of general circulation in the City of Sandusky notifying the residents of the requirements of this section.

(Ord. 03-072. Passed 3-10-03; Ord. 19-208. Passed 12-9-19.)

#### **531.09 NOTICE TO CUT; DUTY OF HOUSING CODE COMPLIANCE OFFICER.**

(a) The Housing Code Compliance Officer shall determine when any lots and lands in the City of Sandusky contain noxious weeds or grass, as described in Section 531.087(a) on any of the days set forth in Section 531.087(b).

(b) The Housing Code Compliance Officer shall ~~cause~~ **serve** a one-time written notice ~~to be served~~ upon the owner or occupant, or any other person, firm, or corporation whether lessee, agent, or tenant having charge or care of the lot or land ordering the cutting and removal of such noxious weeds or grass within five (5) days after service of such notice and thereafter during the growing season with sufficient frequency to prevent such noxious weeds or grass from exceeding 8 inches or maturing seeds thereon.

(c) Service of the notice, described in subsection (b) hereof, may be by certified **or ordinary** mail to the mailing address listed by the Erie County Auditor's tax lists; ~~by ordinary mail if the certified mail is refused or unclaimed;~~ **and/or** by personal service by posting at the subject lot or parcel of land. ; ~~or by publishing such notice once in a newspaper of general circulation in the City of Sandusky.~~

~~(d) Notice to owners of vacant parcels of land (land which contains no buildings) and/or owners of vacant properties (properties which contain buildings or structures, however the buildings or structures are unoccupied) shall be by the annual publication only, said owners shall not be given the additional one-time written notice as stated in subsection (b) hereof.~~

~~(ed)~~ Only one notice per calendar year as described in subsections (b) and (c) hereof is required for a lot or parcel of land. If, after a notice has been served in accordance with this Section (531.098), the Housing Code Compliance Officer determines that a subsequent violation has occurred, the City of Sandusky may proceed with the remedy set forth in Section 531.110.

~~(Ord. 15-135. Passed 9-28-15; Ord. 19-208. Passed 12-9-19.)~~

#### **531.10 FAILURE TO COMPLY.**

No owner, occupant or any other person, firm, or corporation whether lessee, agent, or tenant, having the care of any real property or land within the City of Sandusky, shall fail to comply with the notice provided for in Section 531.098 within five (5) days from ~~the receipt thereof~~ **the date the written notice is placed on the property or the date of the mailing of the written notice.**

~~(Ord. 03-072. Passed 3-10-03; Ord. 19-208. Passed 12-9-19.)~~

**531.11 PROCEDURE WHEN OWNER FAILS TO COMPLY WITH NOTICE.**

If the owner, occupant or any other person, firm, or corporation whether lessee, agent, or tenant, having the care of any of the lands mentioned in Section 531.087(a), fails to comply with the notice provided for in Section 531.098 **within five (5) days**, the City of Sandusky shall cause such noxious weeds and grass to be cut and removed by the City's Division of Horticultural Services.

The property owner of record as indicated by the current tax list of the Erie County Auditor shall pay all costs associated with the cutting and removal of the noxious weeds and grass together with an administrative fee of one hundred dollars (\$100.00).

Upon completion of the cutting and removal of the noxious weeds and grass and receipt of an itemized statement from the Division of Horticultural Services, the Director of Finance shall determine the total cost including the administrative fee and shall cause a statement of the total cost to be mailed to the record owner of the lot or land.

~~(Ord. 03-072. Passed 3-10-03; Ord. 19-208. Passed 12-9-19.)~~

**531.12 PAYMENT OF COSTS; UNPAID COSTS A LIEN.**

The property owner of record may pay the total cost as charged in Section 531.110 to the City of Sandusky's Director of Finance within thirty (30) days after the statement of costs is issued without penalty. If the total costs are not paid within thirty (30) days after the statement has been mailed to the property owner of record, the City's Director of Finance shall certify the costs as provided in Sections ~~531.09 and 531.110~~ to the Erie County Auditor together with a proper description of the property.

Such amounts shall be entered upon the tax duplicate and shall be a lien upon the property from the date of entry and shall be collected as other taxes and returned to the City's General Fund as provided by O.R.C. Section 731.54.

The recovery of the costs by the City of Sandusky pursuant to this section is a remedy in addition to the penalty provided in Section 531.99.

~~(Ord. 03-072. Passed 3-10-03; Ord. 19-208. Passed 12-9-19.)~~

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: May 10, 2021 (effective after 30 days)



## COMMUNITY DEVELOPMENT

240 Columbus Avenue, 4<sup>th</sup> Floor  
Sandusky, Ohio 44870  
419.627.5832  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

TO: Eric Wobser, City Manager

FROM: Debi Eversole, Community Development Programs Administrator

DATE: April 28, 2021

RE: City Commission Agenda Item

**ITEM FOR CONSIDERATION:** The purpose of this communication is to request approval of legislation allowing the City Manager to execute a 'Purchase & Sale Agreement' for one (1) parcel of non-productive land which is no longer needed for any municipal purpose that the City acquired through the City of Sandusky's Land Reutilization Program. The land is identified as Erie County Permanent Parcel No. 59-01165.000 and is located at 421 Fulton Street, Sandusky, Ohio.

**BACKGROUND INFORMATION:** Pursuant to Ordinance No. 07-026 passed June 11, 2007, the City is conducting a Land Reutilization Program in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. The City Commission authorized the acquisition of the property located at 421 Fulton Street by Resolution No. 039-20R, passed on September 28, 2020. This non-productive land was transferred to the City by its former owner on November 5, 2020.

The City of Sandusky's Land Reutilization Policies and Procedures facilitate reutilization of non-productive land situated within the City of Sandusky and supports neighborhood revitalization by promoting residential development. This Property consists of two (2) story, single family residential structure that is zoned "residential two (2) family" (R2F). The structure has four (4) bedrooms and two (2) bathrooms with approximately 1,904 square feet of living space. It has a lot size of 33' x 113'.

On February 22, 2021, the City Commission approved Ordinance No. 21-020 authorizing and directing the City Manager to proceed with a Request for Proposals (RFP) for the sale and rehabilitation of the property located at 421 Fulton Street. A public Request for Proposals was issued on February 24, 2021, with a deadline for sealed proposals of April 6, 2021. The RFP process was communicated by publishing two (2) legal ads in the Sandusky Register, posting of the RFP on the City of Sandusky website, City of Sandusky social media and individual inquiries. There were two (2) public viewing sessions scheduled in which five (5) individuals viewed the property. There were three (3) proposals submitted during this RFP period.

The three (3) proposals were scored based on the scope of work and rehabilitation, financial capability, ability to complete the project within a required timeframe, strength and experience to complete the project and the proposed use of the property once complete. The Land Bank Committee met on April 19, 2021 and voted unanimously to request City Commission approval to enter into a Purchase and Sale agreement with Lucas J. Keller of Sandusky to complete the necessary renovations at the Fulton Street location. Mr. Keller offered \$5,000.00 to purchase the property and proposed a budget of at least \$70,000 in renovations to the interior and exterior of the home.

The Land Bank Administrator has verified that Lucas J. Keller qualifies pursuant to the requirements of the Land Reutilization Policies and Procedures. The Purchase Agreement shall require Mr. Keller to obtain all necessary building permits and to have the improvements properly inspected.

Mr. Keller agreed to the following conditions for the sale and restoration of the 421 Fulton Street home:

- The property be restored as a Single Family Residential structure
- Interior renovations (based on the proposal checklist) be complete within 12 months of closing
- Exterior renovations (based on the proposal checklist) be complete within 12 months of closing
- The City of Sandusky reserves the right to request progress inspections and or photos

**BUDGET IMPACT:** The cost associated with this purchase and sale agreement is the total amount of the transfer fees, advertisement, deed preparation and any other customary fees that may be due and payable in the ordinary course of the sale and purchase transaction. These expenses shall be recouped from the purchase price. The proceeds of the sale shall be dispersed in accordance with the provisions of Chapter 5722 of the Ohio Revised Code.

The sale and rehabilitation of this property will revitalize the neighborhood by enhancing the surrounding property values and reducing noticeable blight. The taxing districts will begin collecting real estate taxes of approximately nine hundred sixty three dollars and eighty cents (\$963.80) on an annual basis if not more.

**ACTION REQUESTED:** It is requested that legislation be adopted allowing the City Manager to enter into a Purchase & Sale Agreement with Lucas J. Keller to sell the property no longer needed for any municipal purpose located at 421 Fulton Street, and further identified by the Erie County Auditor as Permanent Parcel No. 59-01165.000 for a purchase price of five thousand dollars (\$5,000.00). Mr. Keller will begin construction on or after the date of deed transfer. Therefore 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 promptly execute the closing within thirty (30) days as usual and customary in the sale of real estate.

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Debi Eversole  
Community Development Programs Administrator

I concur with this recommendation:

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Jonathan Holody  
Community Development Director

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Eric L. Wobser  
City Manager

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



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

**AN ORDINANCE DECLARING THAT CERTAIN REAL PROPERTY OWNED BY THE CITY AS PART OF THE LAND REUTILIZATION PROGRAM IDENTIFIED AS PARCEL NO. 59-01165.000, LOCATED AT 421 FULTON STREET, SANDUSKY, IS NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE AND AUTHORIZING THE EXECUTION OF A PURCHASE AND SALE AGREEMENT WITH RESPECT TO THAT REAL PROPERTY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

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

**WHEREAS**, the City Commission previously authorized the acquisition of the property located at 421 Fulton Street, Parcel No. 59-01165.000, by Resolution No. 039-20R, passed on September 28, 2020, under said Land Reutilization Program, which property is more specifically described in Exhibit "A", which property is no longer needed for any municipal purpose; and

**WHEREAS**, this City Commission previously authorized the City Manager to proceed with a Request for Proposals (RFP) process for the sale of property consisting of a two (2) story, single-family residential structure with four (4) bedrooms and two (2) bathrooms with approximately 1,904 square feet of living space and located at 421 Fulton Street, Parcel No. 59-01165.000, by Ordinance No. 21-020, passed on February 22, 2021; and

**WHEREAS**, a Request for Proposals (RFP) was issued on February 24, 2021, in which three (3) proposals were received and evaluated by the Land Bank Committee on April 19, 2021, and based upon the scope of work and rehabilitation, financial capability, ability to complete the project within the required timeframe, strength and experience to complete the project, and proposed use of property, the Land Bank Committee determined that Lucas J. Keller was a responsible bidder who poses the best opportunity for the City to achieve the highest and most certain return for the property through rehabilitation and occupancy; and

**WHEREAS**, Lucas J. Keller desires to purchase Parcel No. 59-01165.000, which is more specifically described in Exhibit "A" (the "Property") attached to a certain Purchase and Sale Agreement, a copy of which is marked Exhibit "1" with respect thereto (the "Purchase and Sale Agreement"), at the purchase price of \$5,000.00, and proposed a budget of at least \$70,000.00 for renovations to the interior and exterior of the home; and

**WHEREAS**, the cost associated with this purchase and sale agreement is the total amount of the deed preparation, transfer fees, advertisement and any other customary fees that may be due and payable in the ordinary course of the sale and purchase transaction and any such costs will be recouped by the City upon sale and any proceeds of the sale shall be dispersed in accordance with the provisions of Chapter 5722 of the Ohio Revised Code; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to promptly execute the closing within (30) days as usual and customary in the sale of real estate; and

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

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

Section 1. This City Commission finds, determines and declares that the Property, Parcel No. 59-01165.000, located at 421 Fulton Street, Sandusky, more specifically described in Exhibit "A", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, is no longer needed for any municipal purpose and that the execution of the Purchase and Sale Agreement providing for the sale, pursuant to Section 25 of the Charter of this City, to the Purchaser of the Property at the purchase price set forth in the Purchase and Sale Agreement, is in the economic interest of the City and in furtherance of the City's Land Reutilization Program referenced in those preambles in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. The City Manager is hereby authorized and directed to execute the Purchase and Sale Agreement on behalf of the City, substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the City's public purpose. Upon the exercise by the Purchaser to purchase the Property pursuant to the Purchase and Sale Agreement, the City Manager is also hereby authorized and directed on behalf of the City to execute a quit claim deed conveying the Property to the Purchasers, 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: May 10, 2021

## **PURCHASE AND SALE AGREEMENT**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2021, by and between the City of Sandusky, Erie County, Ohio, a Municipal Corporation, 240 Columbus Avenue, Sandusky, Ohio 44870, hereinafter referred to as the "Seller" and Lucas Keller, hereinafter referred to as the "Purchaser".

### **WITNESSETH:**

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

- 1) The Seller agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Seller, the improved parcel of real property located at 421 Fulton Street, Erie County Parcel Number 59-01165.000, Sandusky, Ohio, and more fully described in the legal description marked Exhibit "A" and attached hereto, the legal description of which will be set forth in the deed transferring ownership of said parcel and hereinafter referred to as the "Property."
- 2) The total purchase price for the Property is five thousand dollars (\$5,000.00), which shall be paid in cash, certified check or cashier's check at the time of closing.
- 3) An earnest money deposit of one thousand dollars (\$1,000.00) shall be paid to the Seller upon full execution of this Agreement. The earnest money deposit shall be applied to the purchase price at closing. In the event this transaction does not close for any reason, other than default by Purchaser, or in the event all conditions precedent are not fully satisfied or waived, the earnest money deposited shall be returned in full to the Purchaser. However, upon waiver of all contingencies at the expiration of the Inspection Period pursuant to section 7 of this Agreement, and so long as there is no default by Seller, the earnest money shall become non-refundable.
- 4) The closing agent shall be Hartung Title Agency, Inc., 327 W. Washington Street, Sandusky, Ohio 44870. Time being agreed to be of the essence, all documents shall be deposited with the closing agent on or before June 1, 2021, unless otherwise agreed to in writing by the parties.
- 5) The closing and the Purchaser's obligation to purchase the property are conditioned on:
  - a) Good Title – The conveyance to Purchaser of good and marketable title to said property by a Quit Claim Deed, as evidenced by an Owner's Policy of Title Insurance that may be issued by Hartung Title Agency, Inc, or other reputable title company doing business in Erie County, Ohio, subject to all restrictions, easements, conditions, reservations, limitations, zoning ordinances, and taxes and assessments, both general and special, not yet due and payable.

- b) Delivery and Possession – Possession of the property shall be delivered to the Purchaser on or before July 2, 2021.
- c) Title Evidence – The Seller shall procure a title report with all exceptions noted. A copy of the documents which are the basis for such, shall be conveyed to the Purchaser within ten (10) days from the date of this Agreement. Seller shall have a minimum of thirty (30) days from the date upon which the Seller receives a copy of the title report within which to resolve any title exceptions or defects or other title issues which in any way impede or impair the Seller's ability to convey title as required herein. If, within such thirty (30) period, Seller determines that it is unable or unwilling, at its sole discretion, to resolve such matters, then the Purchaser may (1) take title in its then existing state, thereby waiving any title objections, or (2) terminate the Purchase Agreement and receive a refund of any deposit as Purchaser's sole and exclusive remedy.
- d) Title and Closing Fees – The expenses of closing described in this Article shall be paid in the following manner:
  - (i) The cost of securing the title report described in paragraph iii of this Agreement shall be paid by the Seller. The purchase of title insurance is optional and shall be paid by the Purchaser.
  - (ii) The cost of preparing, executing, and acknowledging any deeds or other instruments required to convey title to Purchaser in the manner described in this Agreement shall be paid by Seller.
  - (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 Seller.
  - (v) Any tax imposed on the conveyance of title to the Property to the Purchaser shall be paid by Purchaser.
  - (vi) Any fee charged by the closing agent shall be equally shared between the Seller and Purchaser.
- e) Real Estate Taxes – All real estate taxes shall be the Purchaser's responsibility as of the date of closing based upon the latest available tax duplicate of the Erie County Auditor. The property has been granted tax exemption status from the State of Ohio, therefore any and all assessments on the property attributable to all periods prior to closing, including deferred assessments are exempt.

- 6) Purchaser acknowledges and understands that the property is being sold as-is, and with all faults. Purchaser further acknowledges and understands that the property was acquired by the Seller and therefore the Seller was not an owner-occupant and its information concerning the property and its condition is limited. Purchaser is hereby informed that Seller is unaware of any latent defects in the property or any appurtenant systems including but not limited to plumbing, heating, air conditioning and electrical systems, fixtures, appliances, roof, sewers, soil conditions, foundation, structural integrity, or environmental conditions. Seller makes no representations or warranties as to any of the above, the condition of the property, the property's systems, the serviceability or fitness for a particular use of the property, or any component of the property. Purchaser agrees that in contracting to buy the property, Purchaser has not relied upon any representation or warranty made by the Seller or any of its officers, employees, agents, or representatives. Purchaser has been afforded the opportunity to undertake its own investigations and inspections of the property.
- 7) Purchaser, at Purchaser's sole cost and expense, and after Seller's written acceptance of this Agreement, shall have the opportunity to inspect the Property including, but not limited to , environmental, asbestos, radon gas, lead paint, physical defects including structural defects, roof, basement, mechanical systems such as heating and air conditioning, electrical systems, sewage and septic systems, plumbing, exterior site drainage, termite and other types of pest and insect infestations or damage caused by such infestation, and review and/or order a boundary survey. If Purchaser does not give to Seller written notice of cancellation, for any reason Purchaser deems appropriate, within fourteen (14) calendar days of the date of this Agreement, Purchaser shall conclusively be deemed to have:
  - a) Completed all inspections, investigations, reviewed all applicable documents and disclosures and removed all contingencies;
  - b) Elected to proceed with the transactions
  - c) Assumed all liability, responsibility, and expense for repairs and/or corrections other than for items which Seller has otherwise agreed in writing to repair or correct. If Purchaser objects to the condition of the property within the specified time period, Purchaser as their sole option, may terminate the Agreement and neither party shall have any further obligations hereto. As a condition to termination under the inspection period, Purchaser agrees to submit to Seller any and all written reports as to such inspections with three (3) calendar days following the expiration of the inspection period, after which time Seller will immediately refund the earnest money deposit.
- 8) The Property is being sold "as-is" and any repairs to the property identified by the Purchaser shall be the responsibility of the Purchaser. The Seller will be under no obligation whatsoever to make any repairs to the property. Purchaser agrees not to enter the Property prior to closing for the purpose of making any repairs or alterations without express written permission from the Seller.



- 9) Upon transfer of title to Purchaser, Purchaser shall rehabilitate the two (2) family residential dwelling at 421 Fulton, Sandusky, Ohio 44870 either directly or indirectly under the supervision of the City in accordance with the terms and conditions of this Purchase and Sale Agreement and the Purchaser's Proposal submitted on April 6, 2021, which documents shall be incorporated in and made a part of this Purchase and Sale Agreement as if set forth in full herein. Purchaser shall make the following improvements to the property that shall be completed within the following timelines from the date of closing:

- a) Update utilities as necessary
- b) Replace siding to (at minimal) the exposed exterior areas that are rotting the structural members
- c) Complete all other improvements listed in the Proposal Rehabilitation Checklists within twelve (12) months:
  - (i) Exterior repair or replacement of:  
Most windows; Roof, Gutters and Downspouts; Exterior Siding and Trim; Exterior Front Door, Remove Porch; Yard and Landscaping. Garage Addition if allowed on neighboring lot.
  - (ii) Interior repair or replacement:  
Kitchen: Cabinets and Countertops; Flooring; Walls; Appliances; Sink, Faucet and Fixtures.  
Bath #1 & #2: Install Two (2) New Bathrooms  
Mechanical: Furnace; Electric; Plumbing Including Hot Water Tank

Estimated Cost of Interior and Exterior Repairs: \$66,500.00

- 10) Purchaser reserves the right to make changes to the above improvements upon approval of the Land Bank Committee. If, in their sole discretion, they have determined that the improvements will cause the Purchaser undue hardship or that changes in the scope of the rehabilitation will produce a better result.

If the Purchaser fails to complete construction within twelve (12) months from the date of closing, the 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. The City shall have the right to re-enter and take possession of the property. An extension of time to complete construction may be granted by the Land Bank Committee upon written request from the Purchaser prior to the twelve (12) month deadline.

- 11) Inspections shall be made on a regular basis until all construction has been completed. The inspections shall be conducted by the Land Bank Administrator or Compliance

Officer and may include other City staff as necessary. The purpose of the inspections shall include, but shall not be limited to the following:

- a) Ensure that construction is in conformance with the Building Code, Part Thirteen of the Codified Ordinances of the City of Sandusky and the Residential Code of Ohio;
  - b) All required permits are obtained; and
  - c) Monitor adherence to the timeline of completion as provided in Purchaser's Proposal.
- 12) The parties agree that the completion of all items in section nine (9) above by Purchaser in conformance with the Building Code referred to above shall satisfy Purchaser's obligations to complete construction and Purchaser shall not be required to make any additional improvements or repairs. The City of Sandusky's right to re-enter and take possession of the property shall terminate on July 2, 2022 or at the end of the contract should an extension be granted, and its reversionary interest shall be extinguished.
- 13) Risk of loss to the premises and appurtenances occurring prior to closing shall be borne by the Seller. If any part of the premises covered by this contract shall be substantially damaged or destroyed from the date of written acceptance of this contract through the date and time of closing, the Seller shall give a written notice to the Purchaser that the damage or destruction had occurred. Such notice must include all pertinent information regarding insurance policies and claims covering the premises that has been damaged or destroyed. The written notice shall be delivered within five (5) calendar days from the date of the discovery of the damage or destruction. The Purchaser then may:
- a) Proceed with the transaction and be entitled to all insurance money, if any, payable to Seller under all policies covering the premises;
  - b) Rescind the contract, by giving written notice to the Seller within ten (10) calendar days after the Seller has delivered written notice to the Purchaser of such damage or destruction and thereby release all parties from liability, in which event the earnest money deposit shall be returned to the Purchaser.

Failure by the Purchaser to so notify the Seller in writing within the ten (10) calendar days shall constitute an election by the Purchaser to proceed with the transaction.

Failure by the Seller to provide the required written notice to the Purchaser shall result in the Purchaser, upon discovery of the damage or destruction, having the right to insurance proceeds, reimbursement for repairs or rescind this contract, in which case, the earnest money deposit shall be returned to the Purchaser.

- 14) This Agreement shall be binding on the respective heirs, executors, administrators, successors, and to the extent assignable, on the assigns or nominees of the parties

hereto, provided the Purchaser shall not transfer or assign this Agreement without first having obtained the express written consent of the Seller.

- 15) Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth under the signatures of such party hereto.
- 16) This Agreement shall be construed under and in accordance with the laws of the State of Ohio. All obligations of the parties created hereunder are performable in Erie County, Ohio.
- 17) In case any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.
- 18) This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the aforesaid subject matter.
- 19) Time is of the essence of the Agreement.
- 20) The descriptive headings used herein are for convenience only and are not intended to necessarily refer to the matter in sections which precede or follow them and have no effect whatsoever in determining the rights or obligations of the parties.
- 21) The terms, promises, covenants and agreements contained in this Agreement of Sale shall apply to, define upon, and inure to the benefit of the parties hereto and their heirs, executors and administrators.
- 22) This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instruments.

**SIGNATURE PAGES TO FOLLOW**

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

**PURCHASER:**

Lucas J. Keller  
113 Clark Road  
Sandusky, Ohio 44870

State of Ohio               )  
  )               ss:  
County of Erie             )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, a Notary Public in \_\_\_\_\_ and for said County and State, personally appeared Lucas J. Keller, and acknowledged his execution of the foregoing instrument and that the same is his voluntary act and deed.

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

NOTARY PUBLIC

**SELLER:**

CITY OF SANDUSKY

---

Eric L. Wobser, City Manager  
240 Columbus Avenue  
Sandusky, Ohio 44870

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 my official seal on the day and year aforesaid.

---

NOTARY PUBLIC

Approved as to Form:

---

Brendan Heil #0091991  
Law Director, City of Sandusky

**EXHIBIT A**

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

The Southerly one-half (1/2) of Lot Number 24 on Fulton St., in the City of Sandusky, Erie County, Ohio

Subject to easements, restrictions, conditions of record, real estate taxes, assessments and zoning.

Prior Instrument Reference: Book 40, Pg. 410 and Book 114, Pg. 160,  
Erie County, Ohio Deed Records

Permanent Parcel No.: 59-01165.000





## 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](http://www.ci.sandusky.oh.us)

**TO:** Eric Wobser, City Manager

**FROM:** James Green, Interim Fire Chief

**DATE:** April 28, 2021

**RE:** Commission Agenda Item

**ITEM FOR CONSIDERATION:** Requesting legislation authorizing the disposal of turnout gear and accessories. These items will be donated to Ehow Career Center for use in their fire program.

**BACKGROUND INFORMATION:** The following list of used firefighting clothing has been deemed obsolete and unusable for the Sandusky Fire Department by the Fire Chief.

35 pairs of bunker pants

38 bunker coats

Miscellaneous used suspenders

The gear is a mixture of Morning Pride gear and Fire Dex ranging in manufacture dates from 1999 to 2010. These dates place the gear beyond its serviceable lifespan of 10 years pursuant to NFPA (National Fire Protection Association).

These items will be donated and accepted in "as is" condition.

**BUDGETARY INFORMATION:** There will be no proceeds from the donation of turnout gear and accessories.

**ACTION REQUESTED:** It is requested that the proper legislation be prepared declaring the fire equipment obsolete and unusable for the Sandusky Fire Department. It is further requested that this legislation take immediate effect in full accordance with section 14 of the City Charter in order to allow the used firefighting clothing to be disposed of in a timely manner by donating to Ehow Career Center for their Fire & Rescue Training Program.

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 AUTHORIZING THE DISPOSAL OF USED FIREFIGHTING CLOTHING AS BEING UNNECESSARY AND UNFIT FOR CITY USE; APPROVING THEIR DONATION TO THE EHOVE CAREER CENTER; AND DECLARING THAT THIS RESOLUTION TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the Sandusky Fire Department has thirty five (35) bunker pants, thirty eight (38) bunker coats and miscellaneous used suspenders that have been determined by the Fire Chief to be no longer of any use to the Sandusky Fire Department and have exceeded their useful life pursuant to NFPA (National fire Protection Association) standards; and

**WHEREAS**, the City of Sandusky has a longstanding, positive working relationship with the EHOVE Career Center which has been established through EHOVE's Fire & Rescue Training Program and it is recommended that these clothing items be disposed of by donating them to the EHOVE Career Center; 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 immediately declare the used firefighting clothing to be unnecessary and unfit for City use and dispose of the firefighting clothing in a timely manner by donating to the EHOVE Career Center for their fire & rescue training; 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 upon its adoption; and NOW, THEREFORE,

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

Section 1. This City Commission finds and determines that the used thirty five (35) bunker pants, thirty eight (38) bunker coats and miscellaneous suspenders are unnecessary and unfit for City use pursuant to Section 25 of the City Charter and authorizes and directs the City Manager to dispose of the Firefighting Clothing by donating them to the EHOVE Career Center.

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: May 10, 2021

NOTICE TO LEGISLATIVE  
AUTHORITY

OHIO DIVISION OF LIQUOR CONTROL  
6606 TUSSING ROAD, P.O. BOX 4005  
REYNOLDSBURG, OHIO 43068-9005  
(614)844-2380 FAX (614)844-3186

0574648		NEW	TO	<b>BEER BAIT AND MOOR LLC DBA BEER BAIT AND MOOR 1319 FIRST ST SANDUSKY OH 44870</b>	<b>RECEIVED</b>  <b>APR 27 REC'D</b>  SANDUSKY CITY COMMISSION
PERMIT NUMBER		TYPE			
ISSUE DATE					
01 20 2019					
FILING DATE					
C2		PERMIT CLASSES			
22	077	B	C26548		
TAX DISTRICT		RECEIPT NO.		FROM 04/21/2021	

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



MAILED 04/21/2021

RESPONSES MUST BE POSTMARKED NO LATER THAN. 05/24/2021

**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 0574648**

(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](mailto: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/liqr/liqr\\_apps/PermitLookup/PermitHolderOwnership.aspx](https://www.comapps.ohio.gov/liqr/liqr_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](http://com.ohio.gov)

An Equal Opportunity Employer and Service Provider

## McKenzie Spriggs

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**From:** Jonathan Holody  
**Sent:** Wednesday, May 5, 2021 4:30 PM  
**To:** McKenzie Spriggs  
**Subject:** RE: Liquor permit for Beer Bait and Moor

No objections from Community Development.



**Jonathan Holody | Director**  
Department of Community Development  
240 Columbus Avenue, Sandusky, OH 44870  
T: 419.627.5707  
E: [jholody@ci.sandusky.oh.us](mailto:jholody@ci.sandusky.oh.us)  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)



**From:** McKenzie Spriggs <[mspriggs@ci.sandusky.oh.us](mailto:mspriggs@ci.sandusky.oh.us)>  
**Sent:** Wednesday, April 28, 2021 9:39 AM  
**To:** Jared Oliver <[joliver@ci.sandusky.oh.us](mailto:joliver@ci.sandusky.oh.us)>; Jonathan Holody <[jholody@ci.sandusky.oh.us](mailto:jholody@ci.sandusky.oh.us)>; Stephen Rucker <[srucker@ci.sandusky.oh.us](mailto:srucker@ci.sandusky.oh.us)>  
**Subject:** Liquor permit for Beer Bait and Moor

Hi all, please see the attached notice of legislative authority for Beer Bait and Moor, located at 1319 First Street. Let me know if you have any objections.



**McKenzie Spriggs | Commission Clerk**  
CITY COMMISSION  
240 Columbus Avenue | Sandusky, OH 44870  
T: 419.627.5850  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)





## McKenzie Spriggs

---

**From:** Jared Oliver  
**Sent:** Wednesday, April 28, 2021 10:28 AM  
**To:** Stephen Rucker; McKenzie Spriggs; Jonathan Holody  
**Subject:** Re: Liquor permit for Beer Bait and Moor

No issues from SPD.

Get [Outlook for iOS](#)

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**From:** Stephen Rucker <[srucker@ci.sandusky.oh.us](mailto:srucker@ci.sandusky.oh.us)>  
**Sent:** Wednesday, April 28, 2021 9:45:08 AM  
**To:** McKenzie Spriggs <[mspriggs@ci.sandusky.oh.us](mailto:mspriggs@ci.sandusky.oh.us)>; Jared Oliver <[joliver@ci.sandusky.oh.us](mailto:joliver@ci.sandusky.oh.us)>; Jonathan Holody <[jholody@ci.sandusky.oh.us](mailto:jholody@ci.sandusky.oh.us)>  
**Subject:** RE: Liquor permit for Beer Bait and Moor

No issues from my office, 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](mailto:srucker@ci.sandusky.oh.us)  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

**From:** McKenzie Spriggs <[mspriggs@ci.sandusky.oh.us](mailto:mspriggs@ci.sandusky.oh.us)>  
**Sent:** Wednesday, April 28, 2021 9:39 AM  
**To:** Jared Oliver <[joliver@ci.sandusky.oh.us](mailto:joliver@ci.sandusky.oh.us)>; Jonathan Holody <[jholody@ci.sandusky.oh.us](mailto:jholody@ci.sandusky.oh.us)>; Stephen Rucker <[srucker@ci.sandusky.oh.us](mailto:srucker@ci.sandusky.oh.us)>  
**Subject:** Liquor permit for Beer Bait and Moor

Hi all, please see the attached notice of legislative authority for Beer Bait and Moor, located at 1319 First Street. Let me know if you have any objections.



**McKenzie Spriggs | Commission Clerk**  
**CITY COMMISSION**  
240 Columbus Avenue | Sandusky, OH 44870  
T: 419.627.5850  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)





## Community Development

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

**To:** Eric Wobser, City Manager

**From:** Debi Eversole, Community Development Programs Administrator

**Date:** April 28, 2021

**Subject:** Commission Agenda Item – FY 2021 Community Development Block Grant (CDBG) One-Year Action Plan

**Item for Consideration:** Authorizing and directing the City Manager to accept an Entitlement Grant in the amount of \$750,212.00 of Community Development Block Grant funds for the program year of July 1, 2021 through June 30, 2022; and to submit to the United States Department of Housing and Urban Development (HUD) a FY 2021 One-Year Action Plan; and to execute all certifications and agreements.

**Background Information:** The City of Sandusky is an Entitlement Community, and as such, Sandusky receives a direct allocation from HUD annually. The City is required to submit a One-Year Action Plan each year. The allocation for Sandusky has been published at \$750,212.00.

A One-Year Plan is submitted annually and must provide for activities meeting the goals of the Five Year Consolidated Plan. The annual planning process includes public participation at multiple levels. The City held two public hearings and two Consolidated Plan Advisory Committee meetings between February and April 2021.

Based on the citizen input gathered during these meetings, a draft One-Year Action Plan (Plan) was prepared. The Plan was made available for citizen comment from March 31, 2021 through April 29, 2021 and the draft was presented at the second public hearing on April 26<sup>th</sup> at City Commission. The draft was available at the Sandusky Public Library, the City of Sandusky Municipal Building and on the Sandusky City website.

**Budgetary Information:** There is no impact on the City's General Fund. All projects in the program will be paid for with CDBG funds.

**Action Requested:** It is requested that the City Commission approve legislation authorizing and directing the City Manager to accept an Entitlement Grant in the amount of \$750,212.00 for the program year of July 1, 2021 through June 30, 2022 and to submit to HUD a One-Year Action Plan and to execute all certifications and agreements. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter in order to submit the One-year Action Plan to HUD prior to the program year beginning on July 1, 2021.

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Debi Eversole,  
Community Development Programs Administrator

I concur with this recommendation:

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Jonathan Holody  
Community Development Director

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Eric Wobser  
City Manager

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

# Executive Summary



## AP-05 Executive Summary

### INTRODUCTION

The City of Sandusky, Ohio, is in the planning process for the 2021-2022 Annual Action Plan as required by the U.S. Department of Housing and Urban Development (HUD).

Each year the City of Sandusky is required to submit an Annual Action Plan to HUD. The intent of the Plan is to identify how federal grant funds received by the City will be utilized during that program year to address the priority needs acknowledged in the City's 2019/2021-2023/2024 Five-Year Consolidated Plan (Consolidated Plan). Program Year (PY) 2021/2022 Annual Action Plan (July 1, 2021 through June 30, 2022) represents the third program year in which to address the needs identified in the City of Sandusky's 2019 - 2023 Consolidated Plan, approved by the City of Sandusky City Commission on May 28, 2019.

The Action Plan constitutes the City's application to HUD for its Community Development Block Grant (CDBG) Program which is the primary resource for addressing Sandusky's housing and community development needs. The City's allocation is \$750,212.00 in PY2021 funding through the CDBG Program.

The City of Sandusky will also report, to the extent possible, on other resources expected to be used in ways consistent with the Consolidated Plan. This includes both funds and resources of other organizations and agencies, local nonprofits and for-profits which address the housing and community development needs of the City and its residents.

Decisions about the annual allocation of federal resources are based upon the 2019 – 2023 Consolidated Plan, which was developed after a thorough public participation process conducted both informally with community partners, stakeholders, neighborhood organizations and residents and formally via public hearings. The priorities, goals and objectives outlined in the Consolidated Plan were developed based on the feedback received during this public process, as well as the evaluation of housing, homeless, special needs population and other relevant community development data.

## **SUMMARY OF THE OBJECTIVES AND OUTCOMES IDENTIFIED IN THE PLAN NEEDS ASSESSMENT OVERVIEW**

The PY 2021 Annual Action Plan will work to meet the goals and objectives set forth by the 2019-2023 Consolidated Plan. These goals and objectives are broken into four major categories: Housing Needs, Homeless Needs, Neighborhood Stabilization and Special Needs Assistance:

### ***Housing Needs***

The Housing topic is focused on the physical state of housing in the City of Sandusky and ways that federal and local resources can be used to address housing issues. Based on input and data received through an extensive public involvement process, the highest priorities identified by the public are:

- Quality affordable housing in locations near essential amenities
- Support and encourage homeownership
- Housing rehabilitation for homeowners that cannot afford maintenance on their homes
- Remediation of code violations
- Demolition and clearance of blighted structures

Considering these priorities, the following goals and objectives have been recommended:

#### **Goal: Housing**

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**Improve the quality and accessibility of affordable housing within the City of Sandusky.**

#### **Objective 1:**

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Preserve, maintain and improve existing affordable housing stock for low- and moderate-income and special needs households.

#### **Objective 2:**

---

Provide housing services for low- and moderate-income and special needs households.

### ***Homeless Needs***

Meeting homelessness challenges in the City of Sandusky is a collaborative effort comprising numerous individuals, agencies and organizations. The lead agency for collecting homeless data, conducting

homeless needs assessments and developing community supported homelessness strategies is the Volunteers of America of Greater Ohio (VOAGO). VOAGO supports Erie County, the City of Sandusky, and Homeless Planning Region #3. The VOAGO acts as the Sandusky area Continuum of Care (CoC). In developing priority homeless needs, the City of Sandusky coordinated with the VOAGO, as well as the general public through stakeholder and neighborhood meetings.

Based on input and the data received through the citizen participation process, the highest priorities identified for homeless services are:

- Food pantries and services
- Educational programming and addressing social barriers for youth
- Affordable housing for lower income to prevent homelessness

Considering these priorities, the following draft goals and objectives are recommended:

### **Goal: Reduced Homelessness**

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**Prevent and reduce homelessness within the City of Sandusky.**

#### **Objective 1:**

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Provide services that promote self-sufficiency for the homeless or those at-risk of becoming homeless.

#### **Objective 2:**

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Support programs that offer meals, shelter facilities and/or shelter beds to the homeless.

### ***Non-Housing Community Development Needs***

Non-Housing Community Development is a broad category of spending that covers many types of public facilities and improvements such as roads, sewer improvements, water improvements, wastewater improvements, lighting, drainage, community centers, parks and virtually any other public project that benefits low- and moderate-income neighborhoods.

Based on input and the data received through an extensive public involvement process, the highest priorities identified by the public are:

- Fairly distributed public facility and infrastructure improvements (streets, neighborhoods)
- Street reconstruction
- Athletic or sport-focused youth programs
- Afterschool programs (e.g. Boys & Girls Club)
- Code enforcement and blight elimination
- Neighborhood beautification program

Considering these priorities, the following draft goals and objectives are recommended:

### **Goal: Neighborhood Stabilization**

---

**Enhance the quality of life for people living in low- and moderate-income neighborhoods through public investment in facilities, improvements, and services, as well as the elimination of blight.**

#### **Objective 1:**

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Improve physical conditions within residential neighborhoods through blight removal and property contamination remediation.

#### **Objective 2:**

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Invest in public improvements within low- and moderate-income areas.

#### **Objective 3:**

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Invest in public facilities that benefit low- and moderate-income persons, or special needs populations.

#### **Objective 4:**

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Support public services for low- and moderate-income persons.

### ***Non-Homeless Special Needs***

Non-Homeless Special Needs is a broad category that applies to any population that is presumed to be low- and moderate-income and in need of public services. The category covers a large population, including the mentally ill, developmentally disabled, elderly, and other groups. These specific services

are often provided by non-profit agencies, usually in coordination with the City of Sandusky or Erie County.

Based on input and the data received through an extensive public involvement process, the highest priorities identified by the public are:

- Programs to reduce physical and social barriers for persons with special needs
- Health and wellness programs for seniors
- Food pantries and food assistance (e.g. Meals-On-Wheels program)

Considering these priorities, the following draft goals and objectives are recommended:

### **GOAL: SPECIAL NEEDS ASSISTANCE**

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**Promote access to public services for special needs populations generally assumed to be low- and moderate-income, including, but not limited to, programs addressing youth and children, seniors/elderly and frail elderly, veterans and persons with mental, physical or developmental disabilities, alcohol or drug addiction, HIV/AIDS or other special needs.**

#### **Objective 1:**

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Support programs that assist special needs populations with housing or accessibility improvements.

#### **Objective 2:**

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Support programs that provide basic needs assistance (e.g. meals, healthcare, transportation, etc.) to persons with special needs.

#### **Objective 3:**

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Provide funding to agencies that offer case management, counseling, or self-sufficiency training to persons with special needs.



#### Objective 4:

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Encourage health and wellness among persons with special needs.

### **EVALUATION OF PAST PERFORMANCE**

Previous program years have shown significant progress in the City of Sandusky's efforts to implement HUD entitlement programs. The City is in compliance with HUD regulations and continues to deliver housing and community development services in an efficient manner.

The City of Sandusky works to improve the quality of life for City residents and to revitalize neighborhoods by providing decent and safe affordable housing and infrastructure. City staff are in charge of implementing the CDBG program.

The City offers an array of housing programs and services providing the foundation needed to aid in promoting homeownership and/or sustainable neighborhoods.

Additionally, the City may fund Public Works activities through the CDBG program, as follows:

#### ***Public Works***

Funds may be used to implement programs to improve public facilities and infrastructure, ensure access for the mobility-impaired by addressing physical access barriers to public facilities, and support efforts to ensure that adequate access is provided for public transportation that serve a majority low-income population and those with special needs. This initiative is part of the City's Strategic Plan, Infrastructure and Transportation to invest in community infrastructure and continue to enhance the transportation network and systems.

The City has been successful in implementing these programs in the past and anticipates the continuation of such programs in the future. The City will use CDBG to make these programs successful and to meet the goals and objectives identified in the Consolidated Plan.

### **SUMMARY OF CITIZEN PARTICIPATION PROCESS AND CONSULTATION PROCESS**

Comments and concerns raised during the citizen participation process were taken into consideration when developing the 2021-2022 Annual Action Plan. In addition the Consolidated Plan's goals,

objectives and strategies were considered. The Action Plan process is a collaborative process that involves meetings with the public and the Consolidated Plan Advisory Committee to determine areas of need. As part of this process, the City sought to identify the priority needs and strategies to address those needs. Priority needs were identified based on available housing data, public input, stakeholder interviews and public meetings and past program performance.

In addition, the City consulted with the Consolidated Plan Advisory Committee, multiple City departments to identify priority needs and develop corresponding strategies. In relation to the PY2021 Annual Action Plan the City of Sandusky held two public hearings with the City Commission and two meetings with the Consolidated Plan Advisory Committee. Each time comments and input were collected related to the use of CDBG funds for PY2021.

The following represents the Public Participation Process:

March 9, 2021 11am	1 <sup>st</sup> CPAC Meeting – Virtual
March 9, 2021 11am	Subrecipient Applications Available
March 22, 2021 5pm	First Public Hearing – City Commission Chambers
March 29, 2021 12pm	Subrecipient Applications Due
March 31, 2021 11am	2 <sup>nd</sup> CPAC Meeting – Virtual
March 31, 2021 5pm	Draft Plan available for review and comment. 30-day public comment period begins.
<b>**April 26, 2021 5pm</b>	<b>2<sup>nd</sup> Public Hearing – City Commission Chambers</b>
April 29, 2021 5pm	30-day public comment period ends.
May 10, 2021 5:00pm	The <i>FY21 Annual Action Plan</i> will be considered by City Commission. Final action will be requested.
May 14, 2021 5:00pm	The <i>FY21 Annual Action Plan</i> must be delivered to the U.S. Department of HUD by end of day.

\*Once the *FY21 Annual Action Plan* has been approved by HUD, the Sandusky City Commission shall approve each Subrecipient agreement prior to funds being expended.

\*\* 2<sup>nd</sup> Public Hearing will be aired live on [www.youtube.com/CityofSanduskyOH](http://www.youtube.com/CityofSanduskyOH). Comments received by noon on 4/26/21 will be heard at the City Commission Public Hearing. Comments received between after noon until 4/29/21 will be heard at the following City Commission meeting on 5/10/21.

Public Comments can be submitted by e-mail to [development@ci.sandusky.oh.us](mailto:development@ci.sandusky.oh.us) with the subject: **CDBG PUBLIC COMMENT – ANNUAL ACTION PLAN**. Alternatively, you may mail your written comments

to City of Sandusky, **CDBG Public Comment – Annual Action Plan**, 240 Columbus Ave, Sandusky, Ohio 44870.

The Draft FY 20 Annual Action Plan was made available for public review on the City website at [www.cityofsandusky.com/cdbg](http://www.cityofsandusky.com/cdbg) , also by appointment at the City Hall, 240 Columbus Avenue and and by appointment at the Sandusky Public Library, 114 W. Adams Street.

## **SUMMARY OF PUBLIC COMMENTS**

Based on input and data received through an extensive citizen participation process, the following summarizes the public comments:

### ***Comments Regarding Non-Homeless Community Development Needs***

- Street reconstruction projects
- Park Improvement Projects
- Clearance and Demolition projects
- Questions on the need for administration funds
- More Youth Program funding
- More Youth Programs suggesting a bike incentive program
- Remediation of Code Compliance Violations
- Public Transportation

### ***Comments Regarding Non-Homeless Special Needs***

- ADA Improvements

## **SUMMARY OF COMMENTS OR VIEWS NOT ACCEPTED AND THE REASONS FOR NOT ACCEPTING THEM**

None submitted.

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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ACCEPT AN ENTITLEMENT GRANT IN THE AMOUNT OF \$750,212.00 TOTAL COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR THE PROGRAM YEAR OF JULY 1, 2021, THROUGH JUNE 30, 2022, AND TO SUBMIT TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT A FY 2021 ONE-YEAR ACTION PLAN; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the Community Development Block Grant (CDBG) Entitlement Program provides annual grants on a formula basis to entitled cities and counties to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low- and moderate-income persons and the program is authorized under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended, 42 U.S.C.-5301 et seq.; and

**WHEREAS**, the U. S. Department of Housing and Urban Development (HUD) awards grants to entitlement community grantees to carry out a wide range of community development activities directed toward revitalizing neighborhoods, economic development, and providing improved community facilities and services; and

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

**WHEREAS**, Seven Hundred Fifty Thousand Two Hundred Twelve and 00/100 dollars (\$750,212.00) has been allocated from HUD to fund the City's Community Development Block Grant eligible activities for the Program Year of July 1, 2021, through June 30, 2022; and

**WHEREAS**, a One-Year Action Plan must be prepared on an annual basis incorporating other comments deemed appropriate by the City, and for the Program Year of July 1, 2021, through June 30, 2022, a draft Annual Action Plan was made available for public review and for a thirty (30) day public comment period which began on March 31, 2021, and expired on April 29, 2021, and must be submitted to HUD by July 1, 2021, with all additional comments being incorporated into the final submission; 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 provide for the submission of the One-Year Action Plan to the United States Department of Housing and Urban Development prior to the Program Year beginning on July 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 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 accept an Entitlement Grant in the amount of Seven Hundred Fifty Thousand Two Hundred Twelve and 00/100 Dollars (\$750,212.00) for the program year of July 1, 2021, through June 30, 2022, from the U.S. Department of Housing and Urban Development.

Section 2. This City Commission authorizes and directs the City Manager to submit to the U.S. Department of Housing and Urban Development a One-Year Action Plan for \$750,212.00 and to execute any required certifications and agreements in relation to the acceptance of the grant and to administer program expenditures consistent with the One-Year Action Plan.

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

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

Section 5. That for 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: May 10, 2021



## DEPARTMENT OF COMMUNITY DEVELOPMENT

240 Columbus Ave  
Sandusky, Ohio 44870  
419.627.5707  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

**To:** Eric L. Wobser, City Manager

**From:** Jonathan Holody, Community Development Director

**Date:** April 27, 2021

**Subject:** Commission Agenda Item –Tax Incentive Review Council and Community Reinvestment Area Housing Council Recommendations

**Items for Consideration:** Legislation approving the recommendations of the Tax Incentive Review Council and the Community Reinvestment Area Housing Council related to certain Enterprise Zone, Community Reinvestment Area and Tax Increment Financing agreements.

**Background Information:** The City of Sandusky operates Enterprise Zone, Community Reinvestment Area and Tax Increment Financing programs to support economic development activities in the community. These programs must be reviewed each year by a local Tax Incentive Review Council (TIRC) and Community Reinvestment Area Housing Council (CRAHC) in accordance with State Law.

The Sandusky TIRC and CRAHC met on March 10, 2021. All active Enterprise Zone, Community Reinvestment Area and Tax Increment Financing agreements were found to be in compliance and recommended for continuation. A formal recommendation letter was received from the TIRC's Chairman, the County Auditor on April 20, 2021. State Law requires the local legislative body to accept, reject or modify the recommendations of the TIRC within 60 days.

**Budgetary Information:** Continuation of the Tax Increment Financing Districts will result in the City's continued receipt of Tax Increment Financing revenue for use on public improvement projects.

**Action Requested:** It is requested that the proper legislation be prepared approving the recommendations of the TIRC and CRAHC related to certain Enterprise Zone, Community Reinvestment Area and Tax Increment Financing agreements. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter to expedite passage in order to remain in compliance with the Ohio Revised Code.

I concur with this recommendation:

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Eric L. Wobser  
City Manager

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Jonathan Holody  
Community Development Director

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

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

**A RESOLUTION ACCEPTING AND APPROVING THE CITY OF SANDUSKY TAX INCENTIVE REVIEW COUNCIL'S (T.I.R.C.) RECOMMENDATIONS REGARDING CURRENT TAXATION AGREEMENTS; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the City of Sandusky's Tax Incentive Review Council met on March 10, 2021, to review the City's tax increment financing agreements, enterprise zone agreements and community reinvestment area abatements and the Chairman of the T.I.R.C., the County Auditor, has submitted the T.I.R.C.'s recommendations to this City Commission on April 20, 2021, a copy of which is marked Exhibit "A" attached to this Resolution and specifically incorporated as if fully rewritten herein; and

**WHEREAS**, pursuant to O.R.C. Section 5709.85(E), this City Commission is required to hold a meeting within sixty (60) days of receipt of the T.I.R.C.'s recommendations and vote to accept, reject, or modify all or any portion of the T.I.R.C.'s recommendations and to forward a copy of this Resolution together with the Commission's recommendations to the Erie County Auditor's Office; 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 to ensure compliance with the statutory timeline in the O.R.C. Section 5709.85(E); and

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

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

Section 1. This City Commission accepts and approves the City of Sandusky Tax Incentive Review Council's recommendations as set forth in Exhibit "A" which is attached to this Resolution and is specifically incorporated as if fully rewritten herein.

Section 2. The Clerk of the City Commission be and is hereby directed to certify a copy of this Resolution together with any modifications, if any, to the Erie County Auditor.

Section 3. If any section, phrase, sentence, or portion of this Resolution is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent

provision, and such holding shall not affect the validity of the remaining portions thereof.

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

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

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

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

Passed: May 10, 2021



# **RICHARD H. JEFFREY**

## **E R I E COUNTY AUDITOR**

247 Columbus Avenue, Suite Sandusky, Ohio 44870-2635  
(419) 627-7746 [ecao.@eriecounty.oh.gov](mailto:ecao.@eriecounty.oh.gov)

April 20, 2021  
Sandusky City Commission  
City' of Sandusky, Ohio  
222 Meigs Street

### **THE CITY OF SANDUSKY, OHIO TAX INCENTIVE REVIEW COUNCIL & COMMUNITY REINVESTMENT AREA HOUSING COUNCIL MINUTES OF THE MARCH 10, 2021 MEETING**

The Tax Incentive Review Council (TIRC) and Community Reinvestment Area Housing Council (CRAHC) for the City of Sandusky, Ohio met on Wednesday March 10, 2021 in the Erie County Commission Chambers, 247 Columbus Avenue, Sandusky Ohio. The following Council members were in attendance:

- Richard Jeffrey, Erie County Auditor (Chair)
- Eric Wobser, City Manager, City of Sandusky
- Michelle Reeder, Finance Director, City of Sandusky
- Dennis Murray, City Commissioner, City of Sandusky
- Dru Meredith, Vice President of Operations/Marketing & Strategic Planning, Firelands Regional Medical Center
- Michael Will, Citizen Delegate, City of Sandusky
- JoAnn Bonner, Citizen Delegate, City of Sandusky
- Mike Zuilhof, Planning Commission member, City of Sandusky

Also in attendance were:

- Kristen Barone, Administrative Assistant, City of Sandusky
- Jonathan Holody, Community Development Director, City of Sandusky
- Sharon Johnson, member of the general public
- Zach Rospert, Erie Regional Planning Commission
- Mark Wroblewski, Erie County Auditor's Office
- Toni Fritz, Erie County Auditor's Office

Chairman Jeffrey called the meeting to order at 1:07 P.M. He informed everyone the first items to be voted on fell under the TIRC; therefore, the members eligible to vote included E.Wobser, M.Reeder, J.Bonner, D.Meredith, D.Murray, and R.Jeffrey. He further stated for the Community Reinvestment Area those eligible to vote included M.Will, M.Reeder, D.Meredith, M.Zuilhof, and R.Jeffrey.

**CONSIDERATION OF MARCH 12, 2020 MEETING MINUTES:**

The minutes of the March 12, 2020 meeting were reviewed. On a motion by D.Meredith and second by M.Reeder, the minutes were unanimously approved as presented.

**ELECTION OF VICE CHAIR:**

D.Murray made a motion to nominate M. Reeder for Vice Chair and D.Meredith seconded the motion. All voting members were in favor of the motion.

**ENTERPRISE ZONE AGREEMENTS:****300 E. Water Street Properties, LLC:**

J.Holody stated this agreement provided a 75% abatement for ten years, expiring on December 31st, 2028. The project included the renovation and adaptive reuse of a 2,400 square foot, former residential condominium unit and commercial space into a larger commercial condominium unit. The total project investment exceeded the required levels at \$360,000. The property is now occupied by Water Street Financial. The project has exceeded the job creation requirements with five new jobs at the site. Staff recommends continuing the agreement.

There was a motion by M.Reeder, and a second by D. Murray, to accept the recommendation. All voting members were in favor of the motion.

**Bay Boat Storage:**

J.Holody stated this agreement provided a 75% abatement for ten years, expiring on December 31<sup>st</sup>, 2030. The project included the construction of a heated indoor marina storage building measuring 60,000 square feet at 1531 First Street. The project was estimated to cost \$1.5M and create three new full time jobs. Construction on the project was completed in August 2020. By the end of 2020, the company had met investment and job creation requirements with three full time employees at the site. Staff recommends continuing the agreement.

There was a motion by D.Meredith and a second by D.Murray, to accept the recommendation. All voting members were in favor of the motion.

**Chris Andrews, LLC (dba Ohio Truck Sales):**

J.Holody stated this agreement provided a 75% abatement for ten years, expiring on December 31<sup>st</sup>, 2028. The project included the construction of new storage and industrial space measuring nearly 14,000 square feet at 1801 George Street. The project was estimated to cost \$1.4M and create ten new full time jobs. Construction on the project was completed in early 2019. As of December 31st, 2020, the company had invested over \$3.3M and added 47 employees as a result of the project. Staff recommends continuing the agreement.

There was a motion by D.Murray and a second by M.Reeder to accept the recommendation. All voting members were in favor of the motion.

**Cooke Building LLC:**

J.Holody stated that this agreement has been terminated and therefore no action is needed.

**Feick Building LLC:**

J.Holody stated this agreement provided a 75% abatement for ten years expiring on December 31<sup>st</sup>, 2031. The project included the renovation of the eight story, 60,000 square foot building at 158 Market Street. The project was estimated to cost \$9.8M and create 111 new full time jobs. The project is currently under construction. Staff recommends continuing the agreement.

There was a motion by D.Meredith and a second by D.Murray to accept the recommendation. Mr. Holody stated that due to the turn in the economy, the owner said that they may be looking at making more residential space available and less commercial space than originally planned. All voting members were in favor of the motion.

**Gundlach Sheet Metal Works, Inc:**

J.Holody stated that this agreement provided a 75% abatement for ten years, expiring on December 31<sup>st</sup>, 2028. The project included the construction of 6,250 square feet of new warehouse space at 910 Columbus Avenue. The project was estimated to cost \$1M and create four and a half new full time jobs. The project was completed in the fall of 2018. As of December 31<sup>st</sup>, 2020, the company had invested over a \$1M, created ten jobs and retained 45 jobs, thereby exceeding the investment and job creation requirements.

There was a motion by M.Reeder and a second by D.Murray to accept the recommendation. All voting members were in favor of the motion.

**Huntley Building, LLC:**

J.Holody stated that this agreement provided a 75% abatement for ten years, expiring on December 31<sup>st</sup>, 2029. The project included the renovation of a commercial building measuring 30,000 square feet. The project was estimated to cost \$2.5M and create ten new full time jobs. Now completed, the building is referred to as the "Marketplace at Cooke." It houses multiple food, beverage and entertainment tenants. The total investment exceeded \$2.8M. Staff recommends continuing the agreement.

There was a motion by D.Murray and a second by D.Meredith to accept the recommendation. All voting members were in favor of the motion.

**Market Street Collective, LLC:**

J.Holody stated that this agreement provided a 75% abatement for ten years, expiring on December 31<sup>st</sup>, 2030. The project includes renovation of the 11,000 square foot Cardinal Grocery Store at 317 E. Washington Street into a modern food hall at a total cost of \$2M. The project is required to create eight new full time jobs. As of December 31<sup>st</sup>, 2020, construction had not yet begun. They report delays due to COVID-19 and anticipate starting construction this fall and ending next spring. Staff recommends continuing the agreement.

There was a motion by D.Meredith and a second by D.Murray to accept the recommendation. Mr. Jeffrey stated that when construction begins in the fall, that he would advise amending the contract so that when the project is complete, they receive the abatement for the full ten years. All voting members were in favor of the motion.



**Renaissance Too, LLC (125 E. Water Street):**

J. Holody stated that this agreement provided a 75% abatement for ten years, expiring on December 31st, 2030. The project included the renovation of the vacant 7,350 square foot historic building at 125 E. Water Street. The project was estimated to cost \$550,000 and create four new full time jobs. The project is still under construction. Staff recommends continuing the agreement.

There was a motion by M.Reeder and a second by D. Meredith to accept the recommendation. All voting members were in favor of the motion except for D. Murray, who abstained.

**Renaissance Too, LLC (131 E. Water Street):**

J.Holody stated that this agreement provided a 75% abatement for ten years, expiring on December 31st, 2030. The project included the building renovation and addition at 131 E. Water Street. The project was estimated to cost \$1.2M and create two new full time jobs. The project is still under construction. Staff recommends continuing the agreement.

There was a motion by D.Meredith and a second by M.Reeder to accept the recommendation. All voting members were in favor of the motion except for D. Murray, who abstained.

**Resort School, LLC:**

J.Holody stated that this agreement provided a 75% abatement for ten years, expiring on December 31st, 2029. The project included the construction of a five story building at 250 E. Market Street. The mixed use project was estimated to cost \$13.6M and create ten new full time jobs. Construction was completed in late 2020 at a total cost of just over the amount estimated. On-site employment by BGSU and the apartment management company are expected to increase to the required levels this year. Staff recommends continuing the agreement.

There was a motion by M.Reeder and a second by D. Murray to accept the recommendation. Mr. Jeffrey stated that apparently there is an issue with the owner on the valuation of the project. He stated that he was not sure what everyone's understanding was when creating the contract, but he is going to be meeting with the owner soon to discuss the issue. All voting members were in favor of the motion.

**S&S Realty, LTD (Holiday Inn Express – Phase I):**

J.Holody stated that this agreement provided a 75% abatement for ten years, expiring on December 31st, 2025. The project included the construction of a new five story Holiday Inn featuring 73 rooms. The project was estimated to cost \$6M and create 15 full time employees. The project was completed in 2016. The company reported 35 employees and \$6.2M of investment as of the end of the year, thereby exceeding the job creation and investment requirements. Staff recommends continuing the agreement.

There was a motion by M.Reeder and a second by D.Meredith to accept the recommendation. All voting members were in favor of the motion except for D.Murray, who abstained.

**S&S Realty, LTD (Holiday Inn Express – Phase II):**

J.Holody stated that this agreement provided a 75% abatement for ten years, expiring on December 31st, 2029. The project included the construction of a five story building adding 66 rooms to the site. The project was estimated to cost \$5.7M and create 15 new jobs. The project was completed as planned. The company reported 35 employees and \$6M of investment as of the end of the year, thereby exceeding the job creation and investment requirements. Staff recommends continuing the agreement.

There was a motion by D.Meredith and a second by M.Reeder to accept the recommendation. All voting members were in favor of the motion, except for D.Murray, who abstained.

**TAX INCREMENT FINANCING (TIF) AREAS:****Chesapeake:**

J.Holody stated that this 30-year Tax Increment Financing District was created in 2004 to fund private redevelopment projects and/or municipal improvements including, but not limited to, land acquisition, relocation, demolition, parks, streets, utilities, public buildings. In 2020, revenues totaled \$503,437 and expenses totaled \$1,358,107. Expenses included tax expenses and project costs associated with the Jackson Street Pier project. The fund balance at the end of 2020 was \$312,740. Staff recommend continuation of the agreement.

There was a motion by M.Reeder and a second by D.Murray to accept the recommendation. All voting members were in favor of the motion.

**Cleveland Road:**

J.Holody stated that this 30-year Tax Increment Financing District was created in 2018 to fund public infrastructure improvements such as trails, paths, parks, streets, sidewalks, water and sewer lines, and acquisition of real estate. The Sandusky Schools receive 10% of all annual revenues. No revenue had been received as of December 31st, 2020. Staff recommend continuation of the agreement.

There was a motion by M. Reeder and a second by D.Murray to accept the recommendation. All voting members were in favor of the motion except for D.Meredith, who abstained.

**Downtown:**

J.Holody stated that this 30-year Tax Increment Financing District was created in 2018 to fund public infrastructure improvements such as trails, paths, parks, streets, sidewalks, water and sewer lines, and acquisition of real estate. The Sandusky Schools receive 10% of all annual revenues. In 2020, revenues totaled \$34,419 and expenses totaled \$3,680. Expenses included property tax expenses and a payment to the School District. The fund balance at the end of 2020 was \$30,739. Staff recommend continuation of the agreement.

There was a motion by D.Meredith and a second by M.Reeder. All voting members were in favor of the motion except for D.Murray, who abstained.

The Chairman adjourned the meeting at 1:43pm.



### **2020 COMMUNITY REINVESTMENT AREA REVIEW:**

Chairman Jeffrey called the meeting to order at 1:44PM. Voting members present included: R.Jeffrey, D. Meredith, M.Reeder, M.Will, and M. Zuilhof.

#### **Buckeye Community Twenty-Two, LP (Rieger Place):**

J.Holody stated that this agreement provided a 75% abatement for ten years, expiring on December 31st, 2024. The project consisted of the renovation of the Rieger Place building into retail units and 37 income restricted senior housing units. The total investment of \$6.1M and the job creation of two and a half full time employees have exceeded the project requirements. Staff recommends continuing the agreement.

There was a motion by M.Will and a second by M.Zuilhof to accept the recommendation. All voting members were in favor of the motion.

#### **SandCity, LLC:**

J.Holody stated that this agreement provided a 75% abatement for ten years, expiring on December 31st, 2029. The project consisted of the renovation of three historic buildings on Columbus Avenue into a mixed use development. The project has exceeded the required investment of \$11.4M and job creation of 25 full time employees. Staff recommends continuing the agreement.

There was a motion by M.Will and a second by D.Meredith to accept the recommendation. All voting members were in favor of the motion.

#### **Tier 3 LLC:**

J.Holody stated that this agreement provided a 75% abatement for ten years, expiring on December 31<sup>st</sup>, 2026. The project consisted of the renovation of the building at 223 W. Water Street. The project has exceeded the required investment of \$1.2M and job creation of 10 full time employees. Staff recommends continuing the agreement.

There was a motion by M.Will and a second by M.Zuilhof to accept the recommendation. All voting members were in favor of the motion.

#### **Zeller Gaming Enterprises, LLC:**

J.Holody stated that this agreement provided a 75% abatement for five years, expiring on December 31st, 2022. The project consisted of the renovation of the building at 142 Columbus Avenue. The project has exceeded the required investment \$395,000 and job creation of 4 full time employees. Staff recommends continuing the agreement.

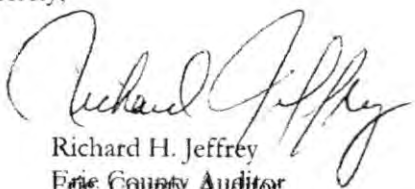
There was a motion by M.Will and a second by M.Reeder to accept the recommendation. All voting members were in favor of the motion.

**ADJOURNMENT:**

Chairman R. Jeffrey called for a motion to adjourn. M. Will moved to adjourn the meeting and M. Reeder seconded. All were in favor to adjourn. The meeting ended at 1:50pm.

Please feel free to contact the undersigned with any questions regarding these recommendations.

Sincerely,

A handwritten signature in cursive script, appearing to read "Richard Jeffrey".

Richard H. Jeffrey  
~~Erie County Auditor~~

Chairman of the ax Incentive Review Council

cc: Steve Poggiali, Enterprise Zone Manager

cc: Zachary Rospert, Financial Planner, Erie County Regional Planning



## DEPARTMENT OF COMMUNITY DEVELOPMENT

240 Columbus Avenue  
Sandusky, Ohio 44870  
419.627.5707  
[www.cityofsandusky.com](http://www.cityofsandusky.com)

**To:** Eric Wobser, City Manager  
**From:** Jonathan Holody, Community Development Director  
**Date:** April 27, 2021  
**Subject:** Commission Agenda Item – Purchase of Property – Superior Street Vacant Lot

**Items for Consideration:** Legislation allowing the City of Sandusky to enter into a Purchase and Sale Agreement (the “Agreement”) to acquire parcel 59-00439 for the Sandusky Bay Pathway project.

**Background Information:** The Sandusky Bath Pathway project is an ambitious effort to construct a 12 mile multi-use pathway along the city's waterfront. A future phase will extend the existing pathway from its western terminus at Mills Street to Venice Road.

Acquisition of parcel 59-00439 is necessary for the extension of the pathway. The subject parcel has 39 feet of frontage on Superior Street and a depth of 109 feet, for a total of 4,251 square feet (.0976 acres). The Auditor’s appraised market value has ranged from \$10,280 in 2012 to \$6,630 at present. The property is improved with a large tree, which has been found to increase a property’s value by as much as \$2,000 when appraised in accordance with ODOT standards.

The negotiated purchase price for the property is \$15,000.

**Budgetary Information:** The City will be responsible for paying \$15,000 (plus closing costs) for the purchase of the property which will initially be paid with Capital Funds. The City intends to finance the costs with long-term notes that will be reimbursed with proceeds from the Cleveland Road Public Improvement TIF Fund.

**Action Requested:** It is requested that the proper legislation be prepared to allow the City to enter into the Agreement for the purchase parcel 59-00439. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter to allow the City to acquire and immediately proceed with land acquisition and prevent future project delays.

I concur with this recommendation:

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Eric Wobser  
City Manager

---

Jonathan Holody  
Community Development Director

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



## CERTIFICATE OF FUNDS

In the Matter of: Superior Street Land 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 # 431-3462-55990

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 5/6/2021


Erie County GIS



Notes



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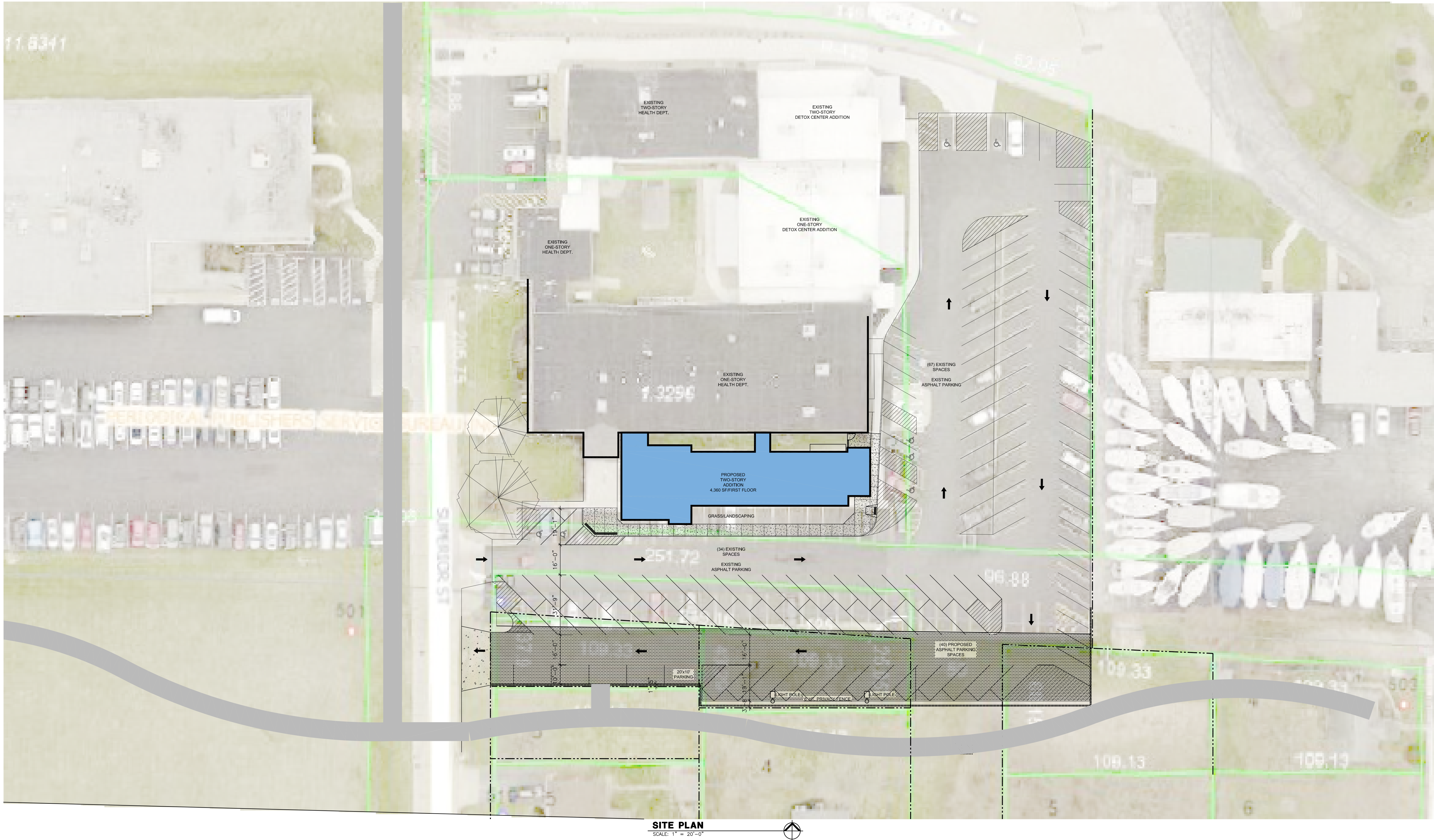
POULOS + SCHMID  
DESIGN GROUP

1717 E. BERKINS AVE. SANDUSKY, OHIO 44870  
WWW.PSDG.US \*\*\* 419.825.9099

ARCHITECTURE  
ENGINEERING  
CONSTRUCTION  
MANAGEMENT

<p>TITLE: FIRST FLOOR PLAN AND NOTES</p>	<p>TWO STORY ADDITION</p> <p><b>ERIE COUNTY HEALTH DEPT.</b></p> <p>420 SUPERIOR ST., SANDUSKY, OH</p>
--	--

DATE: AUG. 24, 2020  
 PROJ. NO. 3520  
 SHEET  
**C1.0**





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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A PURCHASE AGREEMENT FOR THE ACQUISITION OF REAL PROPERTY LOCATED ON SUPERIOR STREET NORTH OF WEST MONROE STREET, SANDUSKY, AND IDENTIFIED AS PARCEL NO. 59-00439.000 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**, acquisition of Parcel No. 59-00439.000 is necessary for a future phase of the Sandusky Bay Pathway that will extend the existing pathway from its western terminus at Mills Street to Venice Road; and

**WHEREAS**, the total cost for the purchase of Parcel No. 59-00439.000 located on Superior Street north of West Monroe Street is \$15,000.00 plus closing costs associated with the transaction and will initially be paid with Capital Funds and the City intends to finance these costs with long-term notes that will be reimburse with proceeds from the Cleveland Road Public Improvement TIF Fund; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to acquire the property and immediately proceed with land acquisition and prevent future project delays; and

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

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

Section 1. The City Manager is hereby authorized and directed to execute a Purchase Agreement on behalf of the City with Ann S. Groff and Terese Pulizzi, for the sale and purchase of real property, identified as Parcel No. 59-00439.000, located on Superior Street north of West Monroe Street, in Sandusky, substantially in the same form as contained in Exhibit "1", which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Ordinance.

Section 2. The City Manager and/or Finance Director are authorized and directed to expend funds for the purchase of the property identified as Parcel No. 59-00439.000, located on Superior Street north of West Monroe Street in Sandusky, in the amount of Fifteen Thousand and 00/100 Dollars (\$15,000.00) plus closing costs.

Section 3. The City Manager, Finance Director, and Law Director are authorized and directed to take such other actions and measures as are incident to and reasonably necessary to effect the purchase of Parcel No. 59-00439.000, located on Superior Street north of West Monroe Street in Sandusky.

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

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

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

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

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

Passed: May 10, 2021

## PURCHASE AGREEMENT

---

**THIS AGREEMENT** ("Agreement" or "Purchase Agreement") is entered this \_\_\_\_\_ day of \_\_\_\_\_, 2021 ("Effective Date") by and between City of Sandusky or its assignee, ("Purchaser") and Ann S. Groff and Terese Pulizzi ("Sellers").

1. **Property.** Including all property designated as parcel 59-00439 located in the City of Sandusky, County of Erie and State of Ohio, including all land, buildings (if any), improvements and fixtures (the "Property"), with a total acreage of approximately .0976 acres.

2. **Purchase Price.** The Purchase Price for the Property shall be Fifteen Thousand Dollars (\$15,000.00) payable which shall be paid by cashier's check or by certified check, or other negotiable instrument, which sum shall be deposited with the escrow agent on or before the closing date of this transaction and is subject to the pro-rations and adjustments set forth in this Agreement; there is no earnest money for this agreement.

3. **Title Provider.** The title evidence and escrow shall be provided by Southern Title of Ohio in Sandusky, Ohio. Title shall be transferred to Purchaser or its assignee, by General Warranty or appropriate Deed acceptable to both parties.

4. **Title.** An Owner's Fee Policy of Title Insurance in the amount of the Purchase Price shall be issued showing Seller or insuring Purchaser, good and merchantable title in fee simple, free and clear of all liens and encumbrances except those specifically set forth in this Agreement.

5. **Conveyance.** Seller shall deliver to Purchaser a General Warranty or appropriate Deed conveying good and marketable title in the Property to Purchaser free and clear of all liens and encumbrances whatsoever except a) any mortgages, liens or encumbrances created by or assumed by Purchaser, b) reservations, easements, conditions and restrictions of record, c) zoning ordinances, d) legal highways, and e) taxes and assessments, both general and specific, for the current half of the taxable year and thereafter, not yet due and payable.

6. **Taxes, Assessments and Pro-rations.** Purchaser shall receive a real estate tax proration equal to the calculated tax rate for the parcel based on the current tax valuation (i.e. current tax valuation x commercial tax rate for specific tax district of the parcel x the percentage of the tax year completed). There will be no post-closing adjustment to the proration and the Purchaser shall be responsible for any shortage to the actual bill.

7. **Closing.** This contract shall be closed, and all obligations of the parties shall be performed on or before 5:00 pm EST July 31st, 2021, or within 15 calendar days of Purchaser's satisfaction and acceptance of the Due Diligence Period as set forth in writing by Purchaser, whichever may first occur. Closing may be extended upon the mutual written consent of both parties

8. **Charges Paid through Escrow.**

- a. Including any other charges or fees set forth in this Agreement, Purchaser shall pay the following:
  - i. The cost of preparation and recording any mortgage placed on the Property by Purchaser and all costs and fees incidental thereto;
  - ii. The cost of recording the deed, any mortgage and all costs and fees incidental thereto;
  - iii. ½ the cost of insuring premiums of the Owner's Fee Policy of Title Insurance;
  - iv. ½ the cost of the escrow/closing fee;
- b. Including any other charges or fees set forth in this Agreement, Seller shall pay for:
  - i. Any amount required to discharge any mortgage of record, lien or encumbrance not permitted by this Agreement;
  - ii. Taxes and assessments due and payable on the date of transfer;
  - iii. After taxes and assessments have been prorated to the date of transfer, the amount of prorated taxes and assessments which are a lien, but not yet due and payable;
  - iv. Any real estate transfer fee or conveyance;
  - v. ½ the cost of insuring premiums of the Owner's Fee Policy of Title Insurance;
  - vi. ½ the cost of the escrow/closing fee;
  - vii. Proration of existing or proposed tenant leases;
  - viii. The commission to Broker(s) as per separate agreement;

9. **Conditions Precedent to Closing.**

- a. The following shall be conditions precedent to the Closing:
  - i. Seller shall order a Preliminary Title Commitment, which shall include copies of all easements and restrictions of record, and the amount and terms of any special assessments and shall provide the Commitment to Purchaser within three (3) days of receipt.
  - ii. All currently issued governmental authorizations must remain in full force and effect as of the date of Closing.

- iii. Seller agrees, to the best of its knowledge, that all representations and warranties made by the Seller shall be true and correct when made and as of the date of Closing.

10. **Seller representations and warranties.**

- a. To the best of its knowledge after reasonable inquiry, Seller represents and warrants the following:
  - i. Purchaser shall receive free and clear title to the Property by Limited Warranty (or appropriate) from the Seller and that existing mortgages, not assumed or assigned to Purchaser, on the Property will be satisfied no later than the date of Closing. In the event Seller is unable to convey such title to the Property, then Purchaser may terminate the Agreement and all monies paid or deposited by Purchaser shall be returned and all obligations under the Agreement shall terminate.
  - ii. All information delivered to Purchaser, including but not limited to leases, reports, contracts, agreements, prior appraisals, surveys, the absence of pending or threatened litigation and full disclosure of all other relevant information regarding the property provided is true and accurate.
  - iii. The persons or entities signing this Agreement and all Closing documents, including the Deed, have due authority to deliver title to the Property.
  - iv. The Seller shall continue compliance with all applicable zoning and use laws, rules and regulations.
  - v. That the Property shall be maintained substantially in its present condition until Closing.
  - vi. That Seller has no knowledge of any present or future improvements by a public authority, any part of the cost of which would or might be assessed against the Property, and Seller has no knowledge of any current or contemplated future assessments of any kind.
  - vii. That, except as to those improvements disclosed to Purchaser, no improvements have been or will be made to the Property within ninety (90) days of the date of Closing such that any person or entity is entitled to a mechanics' lien against the Property by reason of services rendered or materials furnished, or otherwise.
  - viii. That the Seller has no knowledge of any pending condemnation proceedings or overtly threatened condemnation proceedings which would affect all or any part of the Property.



- ix. That, to the best of Seller's knowledge, no litigation, legal proceeding or government proceedings or investigation of any kind is pending or has been overtly threatened which would adversely affect all or part of the Property or tenancies or Purchaser's title to the same, as herein contemplated, after Closing.
  - b. In the event Seller breaches, any of the above representations or warranties prior to Closing, Purchaser may terminate this Purchase Agreement and receive the return receipt of its earnest money deposit. In the event Seller, does not discover the breach until after this transaction has Closed, Seller may pursue other remedies at law.
  - c. All representations and warranties of Seller shall survive Closing.
- 11. **Due Diligence Period.** As a condition precedent to Purchasers obligations under the Purchase Agreement, Purchaser shall have Thirty (30) days from final execution of the Purchase Agreement to review and/or conduct (at Purchaser's expense) and be satisfied with all those tests, surveys, examinations, environmental assessments, soil tests, mold inspections and other studies which Purchaser may desire to conduct, and to review and/or obtain any and all documentation, including but not limited to (i) plans and specifications, (ii) acceptable site plan, (iii) acceptable traffic ingress, egress and curb cuts, (iv) proof of utility availability, (v) all applicable government approvals, licenses, permits, zoning modifications and such related notices, and (vi) review and acceptance of all existing or proposed Tenant leases (separately and collectively being the "Due Diligence Period"). Should Purchaser provide notice to Seller of his intention to terminate the Purchase Agreement for any reason, within his sole discretion, prior to the expiration of the Due Diligence Period, this Purchase Agreement is hereby terminated immediately and the earnest money deposit shall be immediately returned to Purchaser. Both parties mutually agree to extend the Due Diligence Period should initial findings indicate a need for additional environmental testing or assessment.
- 12. **Possession.** Purchaser shall obtain possession to property at Closing.
- 14. **City Commission Approval:** Purchaser and Seller acknowledge and agree that Purchaser's obligations under this Agreement shall be subject to obtaining permission or approval from the Sandusky City Commissioners.
- 13. **Miscellaneous.**
  - a. **Time is of the essence of this contract.**

- b. Each party hereto is responsible to pay its own respective attorney's fees, if any, incurred in this transaction.
- c. This Purchase Agreement shall be binding on the heirs, successors and assigns of the parties hereto.
- d. Any changes, modifications or amendments to this Agreement shall be in written form and shall be executed by both parties hereto.
- e. Neither Purchaser nor Seller is represented by nor obligated to pay any real estate broker for any services related to this transaction.
- f. This Purchase Agreement shall be governed by the laws of the State of Ohio and jurisdiction over any matter arising under this Agreement shall be within Erie County, Ohio.
- g. Any notice, request, demand, instruction or communication hereunder shall be in writing and shall be deemed to have been duly given (i) two (2) business days after deposit in registered or certified U.S. mail, postage fully prepaid, (ii) one (1) day after deposit with a recognized overnight delivery service such as Federal Express, or (iii) immediately upon email transmittal (provided that such email service is either replied to by the recipient or followed by service pursuant to (ii) above received by the recipient the next business day), addressed as follows:

To Seller: Ann S. Groff, Executor  
Estate of Leon J. Groff  
4208 Autumn Ridge Lane  
Sandusky, OH 44870

To Purchaser: The City of Sandusky  
240 Columbus Avenue  
Sandusky, OH 44870  
Attn: Director of Community Development

With copies to: The City of Sandusky  
240 Columbus Avenue  
Sandusky, OH 44870  
Attn: Law Director

The addresses for the purpose of this paragraph may be changed by giving notice as provided as provided herein.

Notice shall also be deemed to have been given upon receipt of actual knowledge by any means of the information contained in said notice.

IN WITNESS WHEREOF, each of the parties hereto has signed this Agreement on the date shown below their respective signatures.

*Agreed:*

**Purchaser:**

By:

\_\_\_\_\_

Its:

\_\_\_\_\_

Dated: \_\_\_\_\_, 2021

**Seller:**

By:

\_\_\_\_\_

Ann S. Groff

Dated: \_\_\_\_\_, 2021

By:

\_\_\_\_\_

Terese Pulizzi

Dated: \_\_\_\_\_, 2021

**Transferred**  
In Compliance with sections  
319-202 and 322-02 of the  
Ohio Revised Code.

FEE: \$ \_\_\_\_\_

EXEMPT: ☒ \_\_\_\_\_

R.E. TRANSFER: \_\_\_\_\_

Thomas J. Paul  
Erie County Auditor

Trans. Fees: \$ .50

Date: 7/20/10 By: TF

*Thomas J. Paul*

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

*[Signature]*  
Erie County Engineer

## WARRANTY DEED

KNOW ALL PEOPLE BY THESE PRESENTS:

That **PATRICIA L. ROSS, Single,**

the Grantor,

who claims title through a document recorded in RN 200511968, Erie County Recorder's Office, for valuable consideration received to her full satisfaction of:

**LEON J. GROFF,**

the Grantee,

whose Tax Mailing Address will be:

4208 Autumn Ridge Lane  
Sandusky, OH 44870

does give, grant, bargain, sell and convey unto the said Grantee and his heirs and assigns an undivided one-half (1/2) interest in the premises (herein called "Premises"):

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

Known as being Lot Three (3) Superior Avenue in William H. Hendrickson's subdivision of parts of Outlots 48, 50 and 51 and 53 and all of outlots 49 and 52 west of Mills Creek, Darling's Survey, as per plat recorded in Erie County Plat Records, Volume 10, page 17.

The real property described above is conveyed subject to, and there are excepted from the general warranty covenants, the following:

1. All easements, covenants, conditions and restrictions of record;
2. All legal highways;
3. Zoning, building and other laws, ordinances and regulations; and
4. Real estate taxes and assessments not yet due and payable.

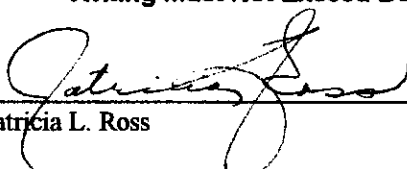
Permanent Parcel No. 59-00439.000

To have and to hold the above-granted and bargained Premises, with the appurtenances thereunto belonging, unto the said Grantee and his heirs and assigns, forever. And the said Grantor does for herself and her heirs and assigns covenant with the said Grantee, his heirs and assigns, that at and until the ensealing of these presents, she is well seized of the Premises as a good and indefeasible estate in fee simple, and has good right to bargain and sell the same in the manner and form as above written; and that the same are free and clear

from all encumbrances, whatsoever, except taxes and assessments, which are a lien, or which have not been certified to the Auditor or have been certified but have not been placed on the duplicate or have been deferred, but are not yet due and payable, except zoning restrictions, and except easements, restrictions, mineral leases, reserved mineral rights, conditions, and covenants of record, and that she will warrant and defend said Premises with the appurtenances thereunto belonging, unto the said Grantee, his heirs and assigns, forever, against all lawful claims and demands whatsoever, except those noted above.

EXECUTED this 19 day of July, 2010.

**Writing Must Not Exceed Box Boundaries**

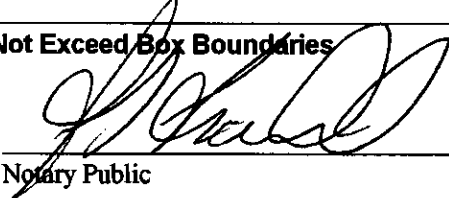
  
Patricia L. Ross

STATE OF OHIO )  
 ) SS:  
COUNTY OF ERIE )


BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Patricia L. Ross, who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed.

19<sup>th</sup> IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Sandusky, Ohio, this day of July, 2010.

**Writing and Seal Must Not Exceed Box Boundaries**

  
Notary Public

JOHN D. FRANKEL  
Notary Public, State of Ohio  
My Commission Has No Expiration  
Section 147.03 O.R.C.



*This Instrument Prepared By:*  
Attorney John D. Frankel  
WICKENS, HERZER, PANZA, COOK & BATISTA CO.  
414 Wayne Street  
Sandusky, OH 44871-5001  
14723-400580251.doc



## DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Joshua R. Snyder, P.E.

Date: April 20, 2021

**Subject: Commission Agenda Item – Professional Design Services Agreement with American Structurepoint, Inc. of Cleveland, Ohio, for the ERI-6-9.07 (Cleveland Rd.) PID 114056 Cleveland Rd. Safety Improvement Project**

**ITEM FOR CONSIDERATION:** Legislation for approval to enter into a Professional Design Services Agreement with American Structurepoint, Inc. for design services on the ERI-6-9.07 (Cleveland Rd.) PID 114056 Project.

### **BACKGROUND INFORMATION:**

This project was rooted in the US 6 Corridor Study, [US 6 Corridor Planning Feasibility Study - FINAL REPORT Nov20192.pdf \(oh.gov\)](#) performed by TranSystems, paid for by the Erie County MPO and vetted at multiple public meetings with various stakeholders in attendance. Several improvements along Route 6, through Sandusky Eastward into Huron were recommended within that study.

Specific recommendations from that study that will need verified by American Structurepoint, was the feasibility of a roundabout at the intersection of Cleveland Rd. & Cedar Point Rd., signal warrant analysis results reflecting unwarranted signals at Cleveland & Cowdery, Cleveland & Avondale. Otherwise, signal improvements are slated for Cleveland & Remington and Cleveland & Sycamore Line, including added turn lane storage lengths. Much of the study is based on updated traffic pattern (and count) data and the routing that has evolved over the years with GPS units guiding travelers.

Based on these recommendations and per resolution 013-20R, passed at the April 13, 2020 city commission meeting, permission was granted to the city manager to file a grant application with the Ohio Department of Transportation for financial assistance through the Highway Safety Improvement Program (HSIP) for the Cleveland Rd. Safety Improvement Project.

The City of Sandusky accepted Statements of Qualifications to obtain design services for the ERI-6-9.07 (Cleveland Rd.) PID 114056 Project. American Structurepoint was selected using a qualifications based selection process as described in Chapter 141 of the City's Codified Ordinances and per ODOT's selection procedures. Eight engineering firms submitted qualifications and based on the firm's experience, ability to perform, personnel experience, and overall project scope American Structurepoint was determined to be the most qualified firm. American Structurepoint will be providing the design services per the City of Sandusky and Ohio Department of Transportation (ODOT) requirements. A Scope of Services (SOS), dated January 11, 2021 and an agreement for professional design services is attached to the legislation.

**BUDGETARY INFORMATION:** The not to exceed cost for preliminary professional design services is \$263,615.00. This work includes preliminary environmental, feasibility studies, warrant studies and public meetings, which will guide the subsequent detail design. The funding split is 5% City of Sandusky and 95% Ohio Department of Transportation (ODOT) through the Safety funds.

ODOT Safety Funds (4HJ7) and (4BC7)	\$250,434.25
Major Infrastructure Funds (Streets)	\$13,180.75

**ACTION REQUESTED:** It is recommended that an ordinance for a professional design services contract for the ERI-6-9.07 (Cleveland Rd.) PID 114056 Project in the amount of \$263,615.00 be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to proceed with the design services as we are already behind the ODOT schedule deadline of April 1, 2021 for an authorized design consultant.

I concur with this recommendation:

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Eric Wobser  
City Manager

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Aaron Klein, P.E.  
Director

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

## CERTIFICATE OF FUNDS

In the Matter of: Design for Cleveland Road Safety

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 # 216-6200-53000

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



Michelle Reeder

Finance Director

Dated: 5/6/2021



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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL DESIGN SERVICES WITH AMERICAN STRUCTUREPOINT, INC. OF CLEVELAND, OHIO, FOR THE CLEVELAND ROAD SAFETY IMPROVEMENT PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the City Commission approved and authorized the submission of an application to the Ohio Department of Transportation for financial assistance through the Highway Safety Improvement Program (HSIP) for the Cleveland Road Roundabout and Safety Improvement Project by Resolution No. 013-20R, passed on April 13, 2020; and

**WHEREAS**, the proposed Cleveland Road Safety Improvement Project involves improvements to Cleveland Road (S.R. 6), primarily between Sycamore Line and Remington Avenue, including signal improvements, sidewalks, extending turn lanes and includes construction, environmental, surveying, geotechnical, acquisition, and inspection as well; and

**WHEREAS**, pursuant to Chapter 141 (Professional Design Services Selection) of the Codified Ordinances, eight (8) engineering firms submitted statements of qualifications and based on the firm's experience, ability to perform, personnel experience and overall project scope, American Structurepoint, Inc. of Cleveland, Ohio, was determined to be the most qualified; and

**WHEREAS**, American Structurepoint, Inc. will be providing professional design services including preliminary environmental, feasibility studies, warrant studies and public meeting which will guide the subsequent detail design for the Cleveland Road Safety Improvement Project and is more fully described in the Scope of Services, which is attached to this Ordinance and marked Exhibit "A" and specifically incorporated herein; and

**WHEREAS**, the total cost of the professional design services is \$263,615.00 of which \$250,434.25 (95%) will be paid with Highway Safety Improvement Program (HSIP) funds through the Ohio Department of Transportation (ODOT) and the remaining balance of \$13,180.75 (5%) will be paid with Major Infrastructure Street Funds; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately proceed with the design services as ODOT's schedule deadline for an authorized design consultant was 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 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 Agreement No. 36274 with American Structurepoint, Inc., of Cleveland, Ohio, for Professional Design Services for the Cleveland Road Safety Improvement Project (ERI-6-9.07, PID 114056), 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** Two Hundred Sixty Three Thousand Six Hundred Fifteen and 00/100 Dollars (\$263,615.00).

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: May 10, 2021

Erie CITY

AGREEMENT NO. 36274

This Agreement, No. 36274, entered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Sandusky hereinafter referred to as the City, and American Structurepoint, hereinafter referred to as the Consultant, with an office located at 4600 Superior Ave East, Suite 1305, Cleveland, OH 44114.

W I T N E S S E T H:

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

CLAUSE I - WORK DESCRIPTION

The Consultant agrees to perform all professional services as may be authorized by the City for preparation of the Project Development Process for intersection improvements at Cleveland Road/Sycamore Line, Cleveland Road/Cedar Point Drive, Cleveland Road/Remington Ave, and removal of unwarranted signals at US 250/Butler, US 6/Avondale St, and US 6/Cowdery St in the City of Sandusky, hereby known as ERI-6-9.07.

CLAUSE II - INVOICE & PROJECT SCHEDULE

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

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

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

CLAUSE III - PRIME COMPENSATION

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

Project Development Process.

Part 1: Planning Phase

Part 2: Preliminary Engineering Phase

Rates of Pay Compensation as authorized for each Classification delineated below plus non-salary direct costs. The maximum prime compensation shall not exceed two hundred sixty-three thousand, six-hundred and fifteen dollars (\$263,615). All costs shall be included in the maximum prime

compensation.

Agreed Rates of Pay are established as follows:

<i>Firm Name</i>	<i>Classification</i>	<i>Hourly Rate</i>	<i>Overtime Premium Rate</i>
American Structurepoint	Sr. Project Manager	\$68.00	N/A
American Structurepoint	Senior Engineer	\$52.50	N/A
American Structurepoint	Project Engineer	\$39.00	N/A
American Structurepoint	Staff Engineer	\$31.00	N/A
American Structurepoint	Sr CADD Technician	\$38.00	N/A
American Structurepoint	Sr Environmental Specialist	\$52.50	N/A
American Structurepoint	Staff Scientist	\$27.00	N/A
American Structurepoint	Registered Land Surveyor	\$42.00	N/A
American Structurepoint	Staff Surveyor	\$28.00	N/A
American Structurepoint	2 Man Survey Crew	\$52.00	N/A

Prime Compensations, only as agreed and by proper modification of this Agreement and authorized in writing by the City, may be added to or subtracted from under the authority of the Department of Transportation's "Specifications for Consulting Services, 2016 Edition".

#### CLAUSE IV - INCORPORATION BY REFERENCE

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

- (a) The Department of Transportation's "Specifications for Consulting Services, 2016 Edition".
- (b) The most current Scope Definitions for Right of Way Services as published on the ODOT Website (<http://www.dot.state.oh.us/Divisions/Engineering/RealEstate/Pages/ConsultantForms.aspx>).
- (c) The attached Final Scope of Services Minutes.
- (d) The Invoice & Project Schedule.
- (e) The most current Office of Budget and Management Travel Policy as published on the State of Ohio Website (<http://obm.ohio.gov/MiscPages/TravelRule>).

#### CLAUSE V - GENERAL PROVISIONS

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

Additionally, it is expressly understood by the parties that none of the rights, duties and obligations described in this Agreement shall be binding on either party until such time as the expenditure of

funds is certified by the Director of Budget and Management, pursuant to Section 126.07 of the Ohio Revised Code.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written by affixing the signature of the duly authorized officer of Consultant and the signature of the City Engineer.

American Structurepoint

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

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

City of Sandusky

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

APPROVED AS TO FORM:

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

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

# L P A S C O P E O F S E R V I C E S F O R M

## A. Project Identification

County-Route-Section (*Project Name*): ERI – 6 (E. Cleveland Rd) – SLM 10.39-10.49

Project Sponsor / Maintenance Responsibility: City of Sandusky, OH

☒ Local Let

☐ ODOT Let

PID (*ODOT assigned*): 114056

Scope Field Review: 11/23/20

Scope Meeting: 11/23/20

Proposed Sale Date: February 1st, 2023

State Fiscal Year: 2023

Highway Functional Classification: Major Arterial

Federal Aid System (*ODOT assigned*): Other federal-aid

## B. Design Standard

ODOT Location and Design Manuals, City Engineering Design Standard

## C. Project Description

*Cleveland Road (US 6) & Sycamore Line*

- ▶ Lengthen SB left turn lane from 140 feet to 200 feet.
- ▶ Lengthen WB left turn lane from 220 feet to 450 feet.

*Cleveland Road (US 6) and Cedar Point Drive*

- ▶ Multilane roundabout with 135-foot Inscribed Circular Diameter (ICD)
- ▶ Only the southern side has two circulating lanes (EB approach).
- ▶ Dedicated left turn lane SB and EB.
- ▶ Dedicated right turn lane WB.
- ▶ Pedestrian accommodations on the northern side of US 6.
- ▶ Impacts existing sign for Cedar Point and off-street parking.
- ▶ Culvert extension and small retaining wall needed on the eastern side of the northern leg to avoid impacting the Castaway Bay waterpark.

*Cleveland Road (US 6) & Remington Avenue*

- ▶ Replace Signal and provide WB and NB protected and permitted left turn phases.
- ▶ Provide 250-foot EB right turn lane.
- ▶ Lengthen WB left turn lane from 120 feet to 200 feet.

*Also, remove unwarranted signals at US 250/Butler connector, US 6/Avondale St, and US 6/Cowdery St.*

Prior studies / plan (identify):

Planning feasibility safety study (PID 105803)

**Estimate Project Length:**

*(begin pavement to end pavement including bridge)* 1.48 miles

**Work Length:**

*(including project length & approach work)* 1.55 miles

**Alignment:**

☐ Existing

☒ Relocated *(explain)*

Need Add'l R/W for the Roundabout

**Profile:**

☒ Existing

☐ New *(explain)*

**Logical Termini:**

*(w/ explanation)*

Sycamore Line (US 250) and Remington Ave.

**D. Typical Sections**

<b>Existing</b>	Pavement Width: <i>30' - Varies</i>	<input checked="" type="checkbox"/> curb to curb	Graded Shoulder: <i>Near Remington Ave.</i>
		<input type="checkbox"/> edge to edge	Treated Shoulder:
	R/W Width: <i>66' – 80'</i>		
	Bridge Width: <i>N/A</i>	<input type="checkbox"/> f/f of rails, <input type="checkbox"/> t/t of curbs, or <input type="checkbox"/> t/t of parapets	

<b>Existing</b>	<u>Yes</u>	<u>No</u>	<u>Comment / Type</u>
Median	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Curbs	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>ODOT type 2</i>
Curb ramps	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Yes at intersections</i>
Sidewalks	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Width: <i>Both sides, 5' on each side</i>
Guardrail	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

Additional Things To Note About **Existing** Typical Section:

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<b>Proposed</b>	Pavement Width: <i>varies</i>	<input type="checkbox"/> curb to curb	Graded Shoulder:
		<input checked="" type="checkbox"/> edge to edge	Treated Shoulder:
	R/W Width: <i>Only increase at Cedar Point Dr. intersection to accommodate 135' (ICD)</i>		
	Bridge Width:	<input type="checkbox"/> f/f of rails, <input type="checkbox"/> t/t of curbs, or <input type="checkbox"/> t/t of parapets	

<b>Proposed</b>	<u>Yes</u>	<u>No</u>	<u>Comment / Type</u>
Median	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>In middle of Roundabout, likely landscaped</i>
Curbs	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>As needed, type 2</i>
Curb ramps (*)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>@ intersections, if out of spec.</i>
Sidewalks	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Width: <i>5', add new along North side, replace out of spec walks.</i>
Guardrail	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<i>Not planned, but may be utilized near wetland, depending on roundabout layout.</i>

*Note (\*) – Curb ramps must be updated to current ADA standards.*

Additional Things To Note About **Proposed** Typical Section:

*Design designations will be obtained from ODOT, specifically regarding the roundabout.*

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**Supplemental Information:**

ADT	<u>12500 2023</u>	Design ADT	<u>- 14,000 2043</u>
DHV	<u>1,400</u>	Certified Traffic	<u>ERPC</u>
T24	<u>3%</u>	Legal Speed	<u>35</u>
Design Speed	<u>40</u>		
Comments:	<u>ADT From ODOT 2018 TIMS COUNTS</u>		

**E. Right-of-Way**

	<u>Yes</u>	<u>No</u>	<u>Remarks</u>
Right-of-Way Plan:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Needs done for the roundabout at Cedar Point Dr.</u>
Approximate Number of Parcels:			<u>4/5, abutting roundabout acquisition area, depending on alignment</u>
Known Relocations:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Possible - utility poles at intersection of Cedar Point Dr., depending on final alignment.</u>
Railroad Involvement:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Railroad Name:			
Encroachments:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Likely mailboxes on approach to Remington Ave.</u>
Airway Highway Clearance:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Airport Name:			
Comments:			

**Note:** Provide a footprint of proposed and existing right of way limits as soon as available to the District Environmental Coordinator and District Real Estate Administrator.

**Caution:** Environmental needs to be clear prior to the beginning of right of way acquisition. A Local Public Agency, utilizing their own monies, assumes many risks by proceeding with acquisition prior to environmental being cleared. These risks include purchasing r/w that may never be used for the project and purchasing a site that contains the need for a hazardous waste cleanup.

**F. Utilities**

		<u>Yes</u>	<u>No</u>	<u>Name of Company</u>		
<b>Aerial</b>	Phone	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>AT&amp;T</i>		
	Cablevision	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Buckeye Broadband</i>		
	Power	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Ohio Edison</i>		
<b>Underground</b>	Phone	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>AT&amp;T</i>		
	Cablevision	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Buckeye Broadband</i>		
	Power	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Ohio Edison</i>		
	Gas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Columbia Gas of Ohio</i>		
	Pipelines:	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
				<u>Private</u>	<u>Public</u>	<u>Name of Company</u>
	Water	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<i>City of Sandusky</i>
	Sanitary	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<i>City of Sandusky</i>
Storm	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<i>City of Sandusky</i>	
Other: _____						
Comments: _____						

The Consultant is to locate and identify all existing and foreseeable future utilities (public or private; on or over the project limits) in accordance with Section 153.64 of the Ohio Revised Code. To locate existing utilities, the Consultant shall contact the following One-Call centers and provide the District 3 Utilities Coordinator with the appropriate reference numbers:

*Ohio Utilities Protection Service: 811*

A listing of all utility companies within the project limits shall be included in the Stage 2 submittal. This listing must include all underground, aerial, private and public (City or County owned) facilities. The Consultant shall contact the District 3 Utilities Coordinator for the correct addresses, telephone numbers and company contacts.

Stage 2 plan submittals must include all underground utilities on the Plan/Profile and appropriate Cross Section Sheets. Preliminary cross sections must be included to show the effect of the proposed construction on all existing utilities. Aerial and underground utility relocations may require additional right of way beyond the existing right of way limits. These existing utilities, proposed utility relocations and approximate right of way needs must be reflected in the Conceptual Right of Way Plan.

The Consultant will submit a complete full size copy of all Stage Submittals and Final plans to all affected utility companies at the time submittals are sent to District 3. The Consultant will

submit a copy of plans and/or details in electronic form, as well as prints, to the utility companies located within the project limits, and will copy the Utility Coordinator on all correspondence with the utility companies.

The Local Agency will write the project utility note and submit to the Utility Coordinator for approval; they will also supply the Utility Coordinator with copies of approved utility company relocation plans. The Utility Note is part of the Right-of-Way Certification supplied by the Local Agency at the PS&E Submission.

The Consultant will follow procedures for all utility relocation as per ODOT's Utilities Manual and the Ohio Revised Code.

## G. Structure Requirements

<b>Existing Structure Information:</b>	Structure type: _____	
	Bridge No.: _____	Structural File No.: _____
	Sufficiency Rating: _____	General Appraisal: _____
	Crossing: _____	
	Bridge Length: _____	Number of Spans: _____
	Eligible for the National Historical Register: <input type="checkbox"/> Yes <input type="checkbox"/> No	

<b>Proposed Structure Information:</b>	New Structure: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	Rehabilitate Existing Bridge by: _____	
	Structure Type: _____	
	Beam Type: <input type="checkbox"/> Concrete Box; <input type="checkbox"/> Steel; <input type="checkbox"/> n/a	
	Structure Width: _____	Number of Spans: _____
	Other Design Considerations / Explanation of Change in Line/Grade: _____	
	Guardrail Type: _____	

**H. Design Exception(s) Required**

☐ Yes Explain: *Possibly for roundabout, as roundabouts designs are not standardized.*  
☒ No

**I. Traffic Control**

	<u>Yes</u>	<u>No</u>	<u>Remarks</u>
Signing:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Yes.</i>
Striping:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Centerline, edge lines, auxiliary markings</i>
Lighting:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Typical OE street lighting</i>
Signals:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Yes, @ Sycamore Line, Avondale St., Butler St., Cowdery St., Cedar Point Dr., Harbour Parkway, Remington Ave.</i>
RPMs:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

**J. Maintenance of Traffic**

Type of MOT: ☐ Detour, ☒ Part Width, ☒ Daily Flagging  
 Remarks/Describe: *Depending on final design, may be constructed with partial closure (lane restriction with temp. signal) or full closure as worst-case.*  
*Yes, likely switched to other side of road during a majority of work.*  
 Will Pedestrian Traffic need to be maintained? *majority of work.*  
 Remarks/Describe: *Workers from CP dorms walk to Castaway Bay.*

**K. Driveways**

☒ Yes Type: *Both paved and unpaved*  
☐ No

**L. Project Funding**Project Cost Estimate: 5,170,000

Quantity splits needed in plans to  
differentiate funding participation: ☐ Yes  
☒ No

Comments: *3 funding sources required and splits are even  
for all items. Not needed unless recommended/advised by  
ODOT.*

Coordination with Concurrent  
Projects Required: ☐ Yes  
☒ No

Comments: *Possible coordination with Sandusky Bay  
Pathway East extension to Sports Force Park.*

Funding Source: 4HJ7/4BC7/LocalFederal Maximum: \$4,911,500Funding Split: 95/5**Cost Estimates:**

	Local Information			State/Federal Information			Total
	SAC	Total Local Funds	Percent Split	SAC	Total Federal or State Funds	Percent Split	
Preliminary Engineering		52937	5		1005813	95	1058750
Right-of-Way		30415	5		577885	95	608300
Detailed Design		5362	5		101888	95	107250
Utilities		30415	5		577885	95	608300
Construction		139370	5		2648030	95	2787400
Construction Engineering							
<b>Totals:</b>		258499			4911501		5170000

Additional remarks about funding:

*Right of Way and Utility costs generated to-date are combined. Shown here as Split 50/50 for simplicity.*

**M. Cost Recovery**

Does the LPA intend to recover any Direct Labor Costs associated with this project?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Does the LPA intend to recover any Fringe and Overhead Costs associated with this project?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

If the LPA does intend to recover Fringe and Overhead Costs, by what method do they intend to recover those costs?

- ☐ 1. Direct Labor only (no indirect cost recovery for fringe benefit or overhead costs)
- ☐ 2. Direct Labor plus indirect costs determined using the Federal De Minimis Indirect Cost Rate<sup>1</sup>
- ☐ 3. Direct Labor plus Approved Fringe Benefit Costs (fringe benefits only)<sup>2</sup>
- ☐ 4. Direct Labor plus indirect costs determined using the approved applicable Cost Allocation Plan rate
- ☒ 5. No cost recovery of any LPA direct labor, fringe benefits, or overhead costs.

Does the LPA currently have a timekeeping system in place?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If so, does that system track both payroll and project hours concurrently?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If different systems, how does the LPA reconcile project hours to payroll?		
How often are payroll records prepared?		
For employees working on multiple activities, does the LPA track daily time by activity/project on the time sheets? <i>(Tracking hours worked, without activities, on Federal projects is non-compliant. All activity hours must be shown)</i>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Does the LPA ensure that timecards are signed by the employee?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

<b>N. Environmental</b>				
<b>Required</b>		<b>Responsibility</b>		<b>Environmental Responsibility</b>
<b>Yes</b>	<b>No</b>	<b>ODOT</b>	<b>Local</b>	
<u><b>Cultural Resources</b></u>				
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Section 106 – Scoping Request Form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Phase I History/Architecture Survey Report (If Authorized)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Phase I Archaeology Survey Report (If Authorized)
<u><b>Section 4f</b></u>				
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Determination Request Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Individual Section 4(f) Evaluation
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Section 6(f) Documentation
<u><b>Ecological Resources</b></u>				
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Ecological Exempt Form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Level 1 Ecological Survey Reports
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	UNIONID Mussel Survey Report
<u><b>Sole Source Aquifer</b></u>				
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sole Source Aquifer Coordination
<u><b>Farmland Policy Protection Act (FPPA)</b></u>				
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Farmland Conversion Impact Rating-Form
<u><b>Waterway Permits</b></u>				
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Permit Determination Request Package
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Conceptual Stream/Wetland Mitigation Reports
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Section 404/401 Applications
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	USACE Pre-Construction Notification (PCN) Applications
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Ohio EPA Isolated Wetland Permit Pre-Activity Notification (PAN)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Coastguard Section 9 Application
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	ACOE Section 10 Permit
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Floodplain Permit Application
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Floodplain Coordination/FIRM Map
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Coastal Waterway Permit
<u><b>Environmental Site Assessment</b></u>				
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Regulated Materials Review (RMR)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Phase I Environmental Site Assessment Report (If Authorized)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Asbestos Survey/Inspection
<u><b>Air</b></u>				
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Exempt Memo
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Ozone Analysis
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	MSAT Analysis (If required after district coordinates with OES)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	PM 2.5 Analysis (If required after district coordinates with OES)
<u><b>Noise</b></u>				
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Traffic Noise Analysis Report
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Noise Barrier Public Involvement Summary
<u><b>Public Involvement</b></u>				
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Public Involvement Plan (ODOT and Local sponsor will work together on this plan)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Public Meeting Activities
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Public Announcement (webpage, news article, new release)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Underserved Population Census Mapping/C2 Documentation Form
<u><b>Categorical Exclusion (CE) Environmental Document</b></u>				
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	C1
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	C2
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	D1
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	D2
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	D3

N. Environmental				
Required		Responsibility		Environmental Responsibility
Yes	No	ODOT	Local	

**Any Known Environmental Concerns** *(ex. Historic properties on National Register, wetlands, underground storage tanks, stream relocation):*

*Much of these environmental studies, permits, etc will be based on footprint of project. The City of Sandusky would need to prepare a Purpose & Need Statement and an Alternative Analysis (Feasibility Study).*

---



## O. Roles/Responsibilities

**Note: Consultants used for development of Construction plans, R/W plans, R/W acquisition/appraisals, and Construction inspection must be pre-qualified by ODOT.**

Construction Plan Development:	<i>Consultant</i>
Proposal/Specification Development:	<i>Local</i>
LPA Agreement:	<i>ODOT</i>
Form and Preliminary Legislation:	<i>Local</i>
Advertising and Award of Contract:	<i>Local</i>
Construction Inspection:	<i>Consultant</i>
R/W Plan Development:	<i>Consultant</i>
R/W Acquisition / Appraisals:	<i>Consultant</i>
Utility Relocation:	<i>Consultant</i>

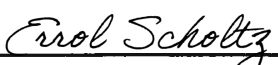
## P. Field Review

Representatives Present:			Date:
Name:	Name:	Name:	
<i>N/A virtual</i>			

## Q. Commitment Dates

<u>Activity</u>	<u>Milestone Date</u>
<b>LPA Scope of Services Document</b> signed	1-22-21
<b>Authorization Design Consultant</b> (if Federally funded; then PE needs Fed. Authorization, signed contract and encumbrance first)	4-1-21
<b>P&amp;N Submission</b>	7-1-21
<b>Feasibility Study Submission</b>	10-1-21
<b>Stage 1 Submission, Preliminary R/W Plans</b>	2-1-22
<b>Stage 2 Submission</b>	9-1-22
<b>Stage 3 Submission</b>	5-1-23
<b>Stage 1,2 or 3 Plans Reviewed</b>	1 month after submission
<b>R/W Plans Submitted</b> (typically same date as Stage 2 submission)	9-1-22
<b>R/W Plans Approved</b> (typically 1 month after submission)	10-1-22
<b>Environmental Document Approved</b> (typically 6 months from Stage 2 submission. If R/W involved, then the Environmental Document Approval must be completed at least 1 year prior to the District R/W Cert. Date.)	7-1-22
<b>Authorization for Detail Design</b> (If Federally funded, then 1 month after Env. Document approved)	8-1-22
<b>Local Let PS&amp;E Package to District</b>	11-1-23
<b>Environmental Consultation Form (ECF)</b> (typically same as PS&E to District-Request from DEC one week prior to PS&E submission)	11-15-23
<b>District R/W Certification</b> (typically 1 month after Env. Clearance Date. If R/W is purchased, then 1 year after Environmental Document approved Date. Required whether project requires R/W or not)	11-15-23
<b>Plan Package to C. O.</b> (typically 1 month after PS&E to District)	12-1-23
<b>Sale Date</b> (minimum 1 month prior to award date, minimum 2 month after Plan Package to C.O.)	2-15-24
<b>Award Date</b>	3-15-24
<b>Estimated Begin Constr. Date</b>	4-1-24
<b>Estimated End Constr. Date</b> (days of duration?_____)	10-31-24
<b>LPA Final Acceptance</b> (1 month after End Constr. Date)	3-1-25

**Project Schedule Approval:**

 _____	<u>1-8-2021</u> _____
<b>Local Agency Approval</b>	<b>Date</b>
_____	_____
<b>Local Agency Approval</b>	<b>Date</b>
 _____	<u>1-11-21</u> _____
<b>ODOT Project Manager</b>	<b>Date</b>
 _____	<u>01/11/2021</u> _____
<b>Real Estate Administrator</b>	<b>Date</b>
 _____	<u>1/11/2021</u> _____
<b>Environmental Coordinator</b>	<b>Date</b>
 _____	<u>01/11/2021</u> _____
<b>ODOT LPA Manager</b>	<b>Date</b>



## DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager  
From: Scott Kromer, Streets & Utilities Superintendent  
Date: April 27, 2021  
Subject: **Commission Agenda Item – Amending Ordinance No. 21-057 for the Purchase of Freightliner M2 106 for Water Distribution**

**ITEM FOR CONSIDERATION:** Legislation amending Ordinance No. 21-057, passed on April 12, 2021 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 to include the purchase and up fitting of a Hiab Knuckle Boom Crane.

**BACKGROUND INFORMATION:** The above listed vehicle was approved for purchase at the 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. Subsequent to approval and prior to placing the order, it was determined to be beneficial to purchase the Hiab Knuckle Boom Crane simultaneously with the vehicle, which is also available from Valley Freightliner Sterling and Western Star, Inc. through the State's cooperative purchasing program.

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.

**BUDGETARY INFORMATION:** The total cost for one (1) 2022 Freightliner M2 106 Cab & Chassis up fitted with the Hiab Knuckle Boom Crane at a cost not exceed \$175,448 and will be paid from Capital Water Funds. This purchase will be included in the Capital Improvement Plan.

**ACTION REQUESTED:** It is requesting that proper legislation be prepared to amend Ordinance No. 21-057, passed on April 12, 2021, and approval be granted to purchase the 2022 Freightliner M2-106 Cab & Chassis up fitted with a Hiab Knuckle Boom Crane from Valley Freightliner Sterling and Western Star, Inc. of Parma, Ohio, in an amount not to exceed \$175,448. 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: 5/6/2021

**Prepared for:**  
Troy Vaccaro  
SANDUSKY CITY OF  
1024 CEMENT AVE  
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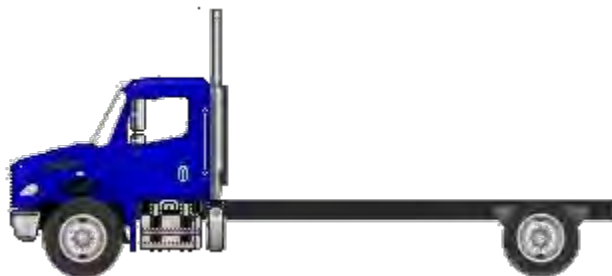
**Prepared by:**  
Greg Simonic  
Valley Freightliner & Western Star  
10901 Brookpark Rd  
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Phone: 216-267-4800  
E-Mail: gsimonic@valley1.com

*A proposal for*  
**SANDUSKY CITY OF**

*Prepared by*  
**Valley Freightliner & Western Star**  
*Greg Simonic*

*Apr 26, 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
<b>Price Level</b>			
PRL-23M	M2 PRL-23M (EFF:01/21/20)		
<b>Data Version</b>			
DRL-013	SPECPRO21 DATA RELEASE VER 013		
<b>Vehicle Configuration</b>			
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		
<b>General Service</b>			
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		
<b>Truck Service</b>			
AA3-030	FLATBED/PLATFORM BODY WITH LIFT/PULL DEVICE/Crane		
A88-99D	EXPECTED TRUCK BODY LENGTH : 18.0 ft		
AF3-1M3	CARGOTEC/HIAB		



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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		
<b>Engine</b>			
101-2NA	DD8 7.7L 6 CYL DUAL STAGE 330 HP @ 2200 RPM, 2600 GOV RPM, 1000 LB-FT @ 1200 RPM	450	30
<b>Electronic Parameters</b>			
79A-069	69 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		
<b>Engine Equipment</b>			
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/TAIPIPE 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
539-003	POWER STEERING PUMP	



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	Data Code	Description	Weight Front	Weight Rear
	534-015	2 QUART SEE THROUGH POWER STEERING RESERVOIR		
	40T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 FRONT AXLE LUBE		
<b>Front Suspension</b>				
	620-004	16,000# FLAT LEAF FRONT SUSPENSION	260	
	619-004	GRAPHITE BRONZE BUSHINGS WITH SEALS - FRONT SUSPENSION		
	410-001	FRONT SHOCK ABSORBERS		
<b>Rear Axle and Equipment</b>				
	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		
<b>Rear Suspension</b>				
N	622-1DF	30,000# FLAT LEAF SPRING REAR SUSPENSION WITH HELPER AND RADIUS ROD		230
	621-002	SPRING SUSPENSION - 1.00" AXLE SPACER		
	431-001	STANDARD AXLE SEATS IN AXLE CLAMP GROUP		

**Prepared for:**  
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Data Code	Description	Weight Front	Weight Rear
623-005	FORE/AFT CONTROL RODS		
<b>Brake System</b>			
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)		
<b>Trailer Connections</b>			
335-004	UPGRADED CHASSIS MULTIPLEXING UNIT		
32A-002	UPGRADED BULKHEAD MULTIPLEXING UNIT		
<b>Wheelbase &amp; Frame</b>			
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		
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 188.01 in		

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Data Code	Description	Weight Front	Weight Rear
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		
<b>Chassis Equipment</b>			
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		
<b>Fuel Tanks</b>			
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		
<b>Tires</b>			
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
<b>Hubs</b>			
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS		

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Data Code	Description	Weight Front	Weight Rear
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS		
<b>Wheels</b>			
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		
<b>Cab Exterior</b>			
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		
743-204	LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		

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Data Code	Description	Weight Front	Weight Rear
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		
324-011	DOME DOOR ACTIVATED LH AND RH, DUAL READING LIGHTS, FORWARD CAB ROOF		
655-005	LH AND RH ELECTRIC DOOR LOCKS		





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Data Code	Description	Weight Front	Weight Rear
284-101	(1) 12V POWER SUPPLY (1) DUAL 2.1 AMP USB CHARGER IN DASH		
722-002	TRIANGULAR REFLECTORS WITHOUT FLARES	10	
756-339	PREMIUM (L2) ISRI HIGH BACK AIR SUSPENSION DRIVERS SEAT WITH 2 AIR LUMBAR, INTEGRATED CUSHION EXTENSION, TILT AND ADJUSTABLE	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		
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		
844-001	2 INCH ELECTRIC FUEL GAUGE		

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Data Code	Description	Weight Front	Weight Rear
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		
746-137	AM/FM/WB WORLD TUNER RADIO WITH BLUETOOTH, 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		
81Y-001	PRE-TRIP LAMP INSPECTION, ALL OUTPUTS FLASH, WITH SMART SWITCH		
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		

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Data Code	Description	Weight Front	Weight Rear
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

## TOTAL VEHICLE SUMMARY

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## Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight <sup>+</sup>	7664 lbs	4658 lbs	12322 lbs
Dealer Installed Options	0 lbs	0 lbs	0 lbs
Total Weight <sup>+</sup>	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	RELOCATE CHASSIS CONTROL MODULE INSIDE CAB	0	0
	HIAB	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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## Hiab USA Inc.

[www.hiab.us.com](http://www.hiab.us.com)

12233 Williams Road  
Perrysburg, OH 43551

Tel: (419) 482-8000  
Fax: (419) 482-8001  
Email: scott.brown@hiab.com

## Quotation



Date 04/22/21  
Quote # SPEBQ1881

**Sold to:**  
**City of Sandusky**

Troy Vaccaro  
240 Columbus Avenue  
Sandusky, OH 44870  
US

Phone: 419.627.5844  
Fax: 419.627.5734

Here is the quote you requested.

**Bill to:**  
**Valley Freightliner Sterling**

Greg Simonic  
10901 Brookpark Rd  
Cleveland, OH 44130

**Ship to:**  
**City of Sandusky**

Troy Vaccaro  
240 Columbus Avenue  
Sandusky, OH 44870  
US

Item	Description	Qty.	Price	Extended Price
138E45MFRF984X6LQ W1	Hiab H138 E4.4, X-HIDUO 6F V80, 6F XS Drive Radio Remote Control, LSS  116,530 lb (w/ADC) capacity crane with four hydraulic extensions to 42' 415 deg rack and pinion rotation, in an oil bath Mechanical inner and outer boom linkage system 26 gal frame mounted oil tank Controls from 6 function HIAB 80 valve and separate 4F outrigger valve XS-Drive 6 function radio remote control system (no cable backup) SPACE-X including OLP, 90% warning, ADC, ADO and electric shut off Manual controls on the valve side only High pressure oil filter Crane mounted oil cooler w/ bypass, thermostat and soft start Three point bridge suspension mounting system Load holding valves mounted to inner, outer boom and extension cylinders Hydraulically extendable stabilizer extension beams to 18"1" Stabilizer (sgs, Fixed mounted (26"-52" below installation surface) Clamp-on type mounting kit with clamping span 15" - 23" Operator's manual, black paint and ACCNA warning decals The crane is prepared for one more hydraulic extension Hook supports are on all extensions HiConnect wireless technology sending real time operation data to your device Upgradeable to SAF which provides single lever folding and unfolding of the crane Load Stability System (LSS) Safety Function See specifications for more details	1	\$66,157.00	\$66,157.00
	5.0% Discount		\$0.00	-\$3,307.85
CUSTOM	TC1 Winch (Non Jib) (Factory order only)	1	\$0.00	
D27360	Hiab HiConnect Premium Connectivity: Loader Crane 2 Year Subscription - ML	1	\$240.00	\$240.00
D27359	Hiab HiConnect Premium Connectivity Discount: Loader Crane 2 Year Subscription - ML	1	-\$240.00	-\$240.00

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Quote # SPEBQ1881

MOUNTHBCH	Hiab mounting charge 088-102-112 Duo/092-108-118 HiDuo behind cab w/o subframe Includes PTO, pump, wear strips, frame stiffeners, subframe/risers, hoses and fittings, oil, labor, standard black paint, and necessary reinforcements provided that the truck meets the minimum frame requirements.  NOTE: Additional charges will apply if need to move tanks or battery boxes, extend frame, reinforce frame and trucks with automatic transmission, Truck must be here 6 weeks prior to delivery.	1	\$7,221.00	\$7,221.00
D25270	Stabilizer Pad Kit - ALUMINUM - 18" x 18" Open Back Smaller than 410K 078 to 362 & Hiab Aux, Stabilizers Aluminum	2	\$428.00	\$856.00
D26530-ABC	24" Frame mounted Timco Cribbing Pads <b>2 Ea. -D26528- 24" Cribbing Pad- ABC Style</b>  <b>2 Ea. -D26529- 24" Vertical Cribbing Pad Holder- ABC Style</b>	1	\$1,691.00	\$1,691.00
Customer Supplied	Freightliner M2-106 Automatic Boom Truck	1	\$0.00	
D24549	Auto Rpm - MaxxForce with RPM, Mack, Cummins and Detroit Diesel Engines	1	\$291.00	\$291.00
D25159-XS	XS Drive Remote Stand for Freightliner Smartplex or International Diamond Logic	1	\$991.00	\$991.00
CUSTOM BODY	Body, 16' x 96" (91" deck) rub rails, flat bed body with 7" long sills	1	\$9,588.00	\$9,588.00
CUSTOM HEADBOARD	ABC Style head board, w/EZ Trac	1	\$250.00	\$250.00
D25679	Friction Additive on Bed Floor Surface (Sand in Paint)	1	\$291.00	\$291.00
D25440	Light Kit, LED LIGHT KIT DELUXE, 3/4" MARKER & 4" STOP, TAIL, TURN	1	\$1,163.00	\$1,163.00
D25522	LED Strobe Light Kit	1	\$1,367.00	\$1,367.00
ERDREBZA	4" Amber Warning, Clear Lens w/ Grommet	2	\$48.11	\$96.22
ENT2B3F	Intersector Mirror mount lights	2	\$196.40	\$392.80
D25523	LED Work Light Kit	1	\$1,489.00	\$1,489.00
D22880	Winch strap - 4" x 27' 4" X 27" Nylon tie down straps mounted on the passenger side of the body	8	\$21.00	\$168.00
D22966	Ratchet, Sliding ratchet for 4" winch straps Ratchets are installed on the passenger side of the body in slide tracks	8	\$27.00	\$216.00
D23280	Winch track - sliding - 6' sections Slide tracks are installed on the passenger side of the body	3	\$52.00	\$156.00
D23279	Winch bar, black Winch bar installed on the passenger side of the bulkhead	1	\$11.00	\$11.00
D21851	Tool Box Aluminum- 18" x 18" x 36" Default location passenger side, unless otherwise specified.	1	\$439.00	\$439.00

2 of 7



**Prepared for:**  
Troy Vaccaro  
SANDUSKY CITY OF  
1024 CEMENT AVE  
SANDUSKY, OH 44870  
Phone: 419-627-5882

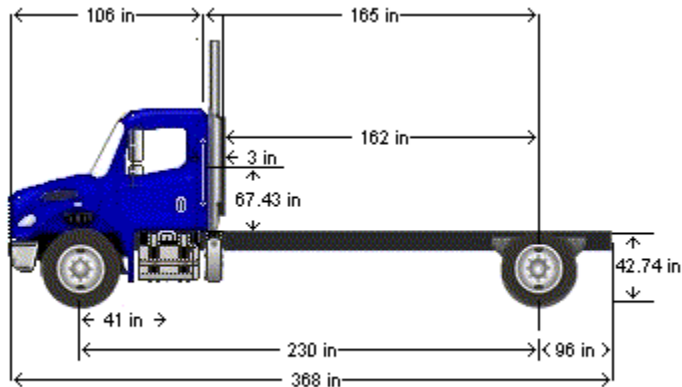
**Prepared by:**  
Greg Simonic  
Valley Freightliner & Western Star  
10901 Brookpark Rd  
Parma, OH 44130  
Phone: 216-267-4800  
E-Mail: gsimonic@valley1.com

<b>Prepared for:</b> <b>Troy Vaccaro</b>		<b>Quote # SPEBQ1881</b>		
<b>CUSTOM</b>	Expanded metal 36" tool box with door	1	\$650.00	\$650.00
<b>D25191</b>	Ladder, underbody, flush mount slide out (new Style)	2	\$362.00	\$724.00
	Wheel Chocks and Basket	1	\$537.00	\$537.00
<b>D25833</b>	Wheel Chock Basket Mounted between Tandems, Installed			
<b>D24205</b>	(2) Wheel Chocks			
<b>5901T6</b>	Safety Cone 28" tall	4	\$21.00	\$84.00
<b>D24097</b>	Safety Cone Holder- 18", 28" Underbody Installed safety cone holder	1	\$158.00	\$158.00
<b>D27288</b>	Safety System - Stabilizer Beams and Boom Stow Includes, proximity switches on stabilizer outrigger beams and boom stow. All four functions have LED lights and pressure switch to sound alarm if the parking brake is released when any function is active.	1	\$850.00	\$850.00
<b>PMDECLINE</b>	No Preventative Maintenance Plan (Optional)	1	\$0.00	

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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)	\$	78,221	\$	78,221
EXTENDED WARRANTY		\$	4,347	\$	4,347
DEALER INSTALLED OPTIONS		\$	92,880	\$	92,880
<b>CUSTOMER PRICE BEFORE TAX</b>		<b>\$</b>	<b>175,448</b>	<b>\$</b>	<b>175,448</b>

### TAXES AND FEES

TAXES AND FEES	\$	0	\$	0
OTHER CHARGES	\$	0	\$	0

### TRADE-IN

TRADE-IN ALLOWANCE	\$	(0)	\$	(0)
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<b>BALANCE DUE</b>	<b>(LOCAL CURRENCY)</b>	<b>\$</b>	<b>175,448</b>	<b>\$</b>	<b>175,448</b>
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*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.*

*Pricing is valid on 2021 calendar year builds only and subject to production availability.*

### 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 black ink, appearing to read "Jack Marchbanks", is written over a light blue circular stamp.

Jack Marchbanks, Ph.D.  
Director  
Ohio Department of Transportation

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

**AN ORDINANCE AMENDING ORDINANCE NO. 21-057, PASSED ON APRIL 12, 2021; AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE A 2022 FREIGHTLINER M2-106 CAB & CHASSIS TRUCK, INCLUDING THE PURCHASE AND UP-FITTING OF A HIAB KNUCKLE BOOM CRANE, 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**, this City Commission authorized the purchase of a 2022 Freightliner M2-106 Cab & Chassis truck in the amount of \$82,418.00 by Ordinance No. 21-057, passed on April 12, 2021; and

**WHEREAS**, subsequent to approval and prior to placing the order, it was determined to be beneficial to purchase the necessary crane simultaneously with the truck; and

**WHEREAS**, the 2022 Freightliner M2-106 Cab & Chassis truck and Hiab Knuckle Boom Crane are 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 with the Hiab Knuckle Boom Crane is \$175,448.00 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 and crane to be ordered and received so the Water Distribution Division can begin using the vehicle and crane 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. This City Commission hereby amends Ordinance No. 21-057, passed on April 12, 2021, authorizing and directing the City Manager to purchase a 2022 Freightliner M2-106 Cab & Chassis truck, including the purchase and up-fitting of a Hiab Knuckle Boom Crane, 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** One Hundred Seventy Five Thousand Four Hundred Forty Eight and 00/100 Dollars (\$175,448.00).

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: May 10, 2021