



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

INVOCATION	Dick Brady
PLEDGE OF ALLEGIANCE	
CALL TO ORDER	
ROLL CALL	W. Poole, B. Harris, D. Murray, D. Brady, N. Twine, M. Meinzer & D. Waddington
APPROVAL OF MINUTES	June 28, 2021
AUDIENCE PARTICIPATION	
PUBLIC HEARING	2022 Tax Budget – Michelle Reeder, Finance Director
COMMUNICATIONS	Motion to accept all communications submitted below
CURRENT BUSINESS	

CONSENT AGENDA ITEMS

ITEM A – Submitted by Michelle Reeder, Finance Director

ADOPTING THE TAX BUDGET FOR 2022

Budgetary Information: The tax budget will establish initial funding for 2022.

RESOLUTION NO. _____: It is requested a resolution be passed adopting the Tax Budget for the City of Sandusky for the calendar year 2022; authorizing the submission of the tax budget to the Erie County Auditor; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM B – Submitted by Michelle Reeder, Finance Director

APPROPRIATIONS AMENDMENT #2

Budgetary Information: Appropriation amendments are required to update the 2021 budget. Examples include, but are not limited to:

- General Fund
- Street Funds
- Water Funds
- Sewer Funds
- Capital Projects

ORDINANCE NO. _____: It is requested an ordinance be passed adopting Amendment No. 2 to Ordinance No. 21-003 passed by this City Commission on January 11, 2021, making general appropriations for the fiscal year 2021; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM C – Submitted by Michelle Reeder, Finance Director

DESIGNATE DEPOSITORIES OF THE CITY OF SANDUSKY

Budgetary Information: There is no budgetary impact.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing the Finance Director to designate Civista Bank, Fifth Third Bank, PNC Bank, U.S. Bank, Key Bank, and First National Bank, as depositories of the active and interim deposits of the City of Sandusky, Ohio, for the period commencing August 23, 2021 through August 22, 2026; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

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

CHANGE ORDER #1 & FINAL FOR CDBG FY20 DEMOLITION PROJECT #1

Budgetary Information: Change Order No. 1 & Final will increase the contract with Garza Dirt Works, Inc. by \$950. The original contract amount with Garza Dirt Works, Inc. is \$109,982. The final contract amount including Change Order No. 1 is \$110,932. This project will be paid for with FY2020 Community Development Block Grant (CDBG) Funds.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to approve the first & final change order for work performed by Garza Dirt Works, LLC, of Clyde, Ohio, for the CDBG FY20 Demolition Project #1 in the amount of \$950; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM E – Submitted by Josh Snyder, Public Works Engineer

CHANGE ORDER #1 & FINAL FOR MCCARTNEY ROAD RECONSTRUCTION, STORM SEWER, AND STORM PUMP STATION PROJECT (DEDUCT & TIME EXTENSION)

Budgetary Information: Change Order #1 & Final, is a deduction of \$173,788.39 to the contract of \$1,565,540.55, making the final cost of the project \$1,391,752.16. The final costs for the project was covered by two loans, Ohio Water Development Authority (OWDA) for \$1,283,536.43 and Ohio Public Works Commission (OPWC) for \$108,215.73.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to approve the first & final change order for work performed by Great Lakes Demolition Company, LLC, of Vickery, Ohio, for the McCartney Road Reconstruction, Storm Sewer, and Storm Pump Station Project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM F – Submitted by McKenzie Spriggs, City Commission Clerk

LIQUOR PERMIT TRANSFER TO BARRA RESTAURANTS LLC

Budgetary Information: There is no budgetary impact.

The City is in receipt of a Notice to Legislative Authority from the Ohio Division of Liquor Control for a D5J liquor permit (*Community Entertainment District*) for Barra Restaurants LLC, located at 142 Columbus Avenue. 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 – Ordered in by City Commission

GRANT TO LAKE ERIE ISLAND CRUISES DBA GOODTIME I

Budgetary Information: If approved, a \$100,000 grant would be awarded from the Coronavirus Relief Fund.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and approving a grant in the amount of \$100,000 to Lake Erie Island Cruises, LLC to assist with efforts to return the Goodtime I to the Jackson Street Pier; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

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

PURCHASE AND SALE OF LAND BANK PROPERTY ON MARKET STREET TO CORSO FAMILY

Budgetary Information: The cost associated with this purchase & sale agreement is the total amount of the title search, closing costs, deed preparation, property maintenance and any other customary fees that may be due and payable in the ordinary course of the sale and purchase transaction. The City will recoup the cost of these expenses from the sale and any proceeds of the sale shall be dispersed in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. The taxing districts will begin collecting approximately \$200 per year in real estate taxes, which will increase after the structure is built.

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. 59-00466.000, located at 936 West Market Street is no longer needed for any municipal purpose and authorizing the execution of a purchase 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 #3 – Submitted by Debi Eversole, Community Development Programs Administrator

PERMISSION TO BID CDBG FY21 DEMOLITION PROJECT #1

Budgetary Information: The total estimated cost for this project including advertising and miscellaneous expenses is anticipated to exceed \$10,000. After receipt and review of bids, staff will present to City Commission a recommendation to enter into a contract with the firm that provided the lowest and best bid for the demolition. The source to cover the expense of the demolition and asbestos abatement will be FY21 Community Development Block Grant dollars.

RESOLUTION NO. _____: It is requested a resolution be passed declaring the necessity for the city to proceed with the proposed CDBG FY21 Demolition Project #1; and directing the City Manager to advertise for and receive bids in relation thereto; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM #4 – Submitted by Tom Horsman, Transit Administrator

3RD AMENDMENT TO TRANSPORTATION SERVICES AGREEMENT WITH FIRST TRANSIT FOR SANDUSKY TRANSIT SERVICES

Budgetary Information: The contract amendment would increase the cost per vehicle hour of service from \$32.21 to \$35.04 and increase the fixed fee per month from \$29,064.50 to \$30,866.83. Based upon 69,625 vehicle hours of service, the total adjusted cost increase for the period of July 18, 2021 through the end of the contract date of March 31, 2022 would be approximately \$100,205.57.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a Third Amendment to the Transportation Services Agreement between the City of Sandusky and First Transit, Inc., of Cincinnati, Ohio, in relation to the Sandusky Transit System; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM #5 – Submitted by Josh Snyder, Public Works Engineer

CONTRACT WITH BURCH HYDRO FOR 2021 WWTP DIGESTER #1 CLEANOUT PROJECT

Budgetary Information: The total cost for this cleanout work is \$43,456.62, which includes the alternate bid, and will be paid from the Sewer Fund.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a contract with Burch Hydro Inc. of Fredericktown, Ohio, for the 2021 Wastewater Treatment Plant (WWTP) Digester #1 Cleanout Project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM #6 – Submitted by Josh Snyder, Public Works Engineer

CONTRACT WITH HOHLER FURNACE & SHEET METAL FOR THE HVAC SYSTEM REPLACEMENT AT FIRE STATION #7 PROJECT

Budgetary Information: The cost of construction is estimated to be \$34,625 and shall be paid with Community Development Block Grant – COVID 19 (AKA CDBG-CV) funds. These funds may ONLY be utilized for Public facility upgrades, supplies and PPE to prevent the spread of COVID-19. In this instance we are proposing these funds be utilized for a public facility safety upgrade, to prevent the spread of the COVID-19 virus at Fire Station #7.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a contract with Hohler Furnace & Sheet Metal, Inc. of Sandusky, Ohio, for the HVAC System Replacement at Fire Station #7 Project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

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

PURCHASE OF FORD F-450 TRUCK, CHASSIS, & CRANE FOR SEWER MAINTENANCE

Budgetary Information: The total cost for a 2022 Ford Super Duty F-450 Truck and Chassis with a crane is \$98,105.72 and will be paid for using Sewer funds. These purchases will be included in the Capital Improvement Plan.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to purchase a 2022 Ford Super Duty F-450 Truck and chassis, and crane, from National Auto Fleet Group of Watsonville, California, through the Sourcewell Cooperative Purchasing Program for the Sewer Maintenance Division; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

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

TIF AMENDMENT, COMPENSATION AGREEMENT WITH SANDUSKY CITY SCHOOLS, & SERVICE PAYMENT AGREEMENT FOR HOGREFE-COOKE BUILDING

Budgetary Information: According to the terms of the Service Payment Agreement, the Developer will make a minimum payment of \$200,000 per year of which \$140,000 will be returned to the Developer to support the improvement project. The balance of funds will be shared with the Schools (12.5%) and used by the City to undertake other public infrastructure improvements related to the project.

(A) ORDINANCE NO. _____: It is requested an ordinance be passed removing parcels from the existing downtown Tax Increment Financing Area by amending Ordinance No. 18-085; to create a new Tax Increment Financing District encompassing certain parcels of real property; declaring improvements to certain parcels of real property to be a public purpose, describing the improvements to be made to directly benefit such parcels, requiring the owner of the improvements on such parcel to make service payments in lieu of taxes, establishing a tax increment equivalent fund (Cooke Building Improvement Fund) for the deposit of such service payments, approving the compensation agreement with Sandusky City School District, and relation authorizations pursuant to Ohio Revised Code Sections 5709.41, 5709.42 and 5709.43; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

(B) ORDINANCE NO. _____: It is requested an ordinance be passed approving a compensation agreement with Sandusky City Schools District relating to improvement funds established for the Cooke Building TIF Area; authorizing and directing the City Manager to execute the compensation agreement; and declaring this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

(C) ORDINANCE NO. _____: It is requested an ordinance be passed approving a service payment agreement with Cooke Building, LLC establishing that Cooke Building, LLC shall pay service payments generated from the development of the Hogrefe-Cooke Project, authorizing and directing the City Manager to execute the service payment agreement; and declaring this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

CITY MANAGER’S REPORT

OLD BUSINESS

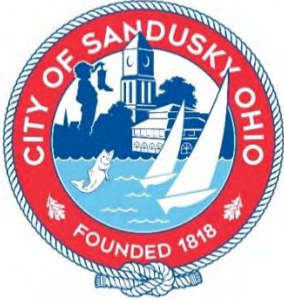
NEW BUSINESS

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

EXECUTIVE SESSION(S)

ADJOURNMENT

Online: www.ci.sandusky.oh.us – Click “Play” 



FINANCE DEPARTMENT

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

TO: Eric Wobser, City Manager
FROM: Michelle Reeder, Finance Director
DATE: June 29, 2021
RE: Commission Agenda Item

ITEM FOR CONSIDERATION:

The Erie County Budget Commission has determined that a full Tax Budget be submitted for calendar year 2022 by July 20, 2021. Prior to 2011, the Erie County Budget Commission had waived this requirement to submit a full Tax Budget.

BACKGROUND INFORMATION:

The tax budget has been approved annually since 2011. The first resolutions passed was on July 11, 2011.

BUDGETARY INFORMATION: The tax budget will establish initial funding for 2022.

ACTION REQUESTED:

It is recommended that this resolution be approved as soon as possible. The resolution is needed so that the City of Sandusky can comply with the request of the Erie County Budget Commission, in accordance with Ohio Revised Code Sections 5705.28, 5705.29, and 5705.30, by filing the Tax Budget with the County Auditor by July 20, 2021. It is recommended that the City Commission adopt the necessary legislation as an emergency measure and in accordance with Section 14 of the City Charter.

I concur with this recommendation:

Eric Wobser
City Manager

Michelle Reeder
Finance Director

CC: Brendan Heil, Law Director

RESOLUTION NO. _____

A RESOLUTION ADOPTING THE TAX BUDGET FOR THE CITY OF SANDUSKY FOR THE CALENDAR YEAR 2022; AUTHORIZING THE SUBMISSION OF THE TAX BUDGET TO THE ERIE COUNTY AUDITOR; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Erie County Budget Commission has determined that for the CY 2022 Budget, a full Tax Budget is to be submitted to the Erie County Auditor and pursuant to O.R.C. § 5705.30 must be submitted on or before the 20th day of July; and

WHEREAS, prior to 2011, the Erie County Budget Commission had waived the requirements for entities to submit a full tax budget and had only required revenues per fund to be submitted; and

WHEREAS, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to submit the City's Tax Budget for CY 2022 to the Erie County Auditor by the required deadline of July 20, 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 Municipal Departments, including the Finance Department, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio, finds that an emergency exists regarding the aforesaid, and that it is advisable that this **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 approves and adopts the City's Tax Budget for CY 2022, a copy of which is marked Exhibit "A" and attached to this Resolution and specifically incorporated as if fully rewritten herein.

Section 2. This City Commission authorizes and directs the Finance Director to deliver a certified copy of this Resolution 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: July 12, 2021

CITY OF SANDUSKY TAX BUDGET - 2022										
							2022 Estimated Expenditures			
	Estimated Unencumbered Balance at 12/31/2021	Estimated 2022 Real Estate Property Taxes	Estimated 2022 Local Govt (County)	Estimated 2022 Other Revenue	Total Resources For Expenditures	Personnel Services	Other	Total Estimated Expenditures	Estimated Unencumbered Balance at 12/31/2022	
Fund										
110 General	2,240,057.00	1,710,100.00	395,000.00	19,737,187.50	24,082,344.50	13,388,172.78	7,810,641.44	21,198,814.22	2,883,530.28	
216 Street	535,169.00	-	-	1,689,628.98	2,224,797.98	938,862.75	771,005.00	1,709,867.75	514,930.23	
217 State Highway	143,549.00	-	-	102,204.00	245,753.00	52,500.00	43,050.00	95,550.00	150,203.00	
218 Public Transit	-	-	-	4,217,570.00	4,217,570.00	131,385.00	4,079,270.00	4,210,655.00	6,915.00	
227 Parks & Recreation	29,088.00	-	-	38,624.00	407,712.00	132,096.25	274,278.00	406,374.25	1,337.75	
236 Fire Pension	43,354.00	141,100.00	-	731,952.00	916,406.00	787,500.00	53,244.65	840,744.65	75,661.35	
237 Police Pension	85,547.00	141,100.00	-	584,715.00	811,362.00	609,000.00	36,288.00	645,288.00	166,073.93	
239 State Grants	28,188.00	-	-	35,700.00	63,888.00	-	23,000.00	23,000.00	40,888.00	
240 Coronavirus Relief	6,555,549.00	-	-	9,045,549.00	15,601,098.00	1,000,000.00	8,000,000.00	9,000,000.00	6,601,098.00	
241 Federal Grants	218,694.00	-	-	964,920.00	1,183,614.00	225,855.00	740,625.03	966,480.03	217,133.98	
242 Indigent Driver Alcohol	114,999.00	-	-	22,440.00	137,439.00	-	51,250.00	51,250.00	86,189.00	
243 Enforcement & Education	18,376.00	-	-	3,978.00	22,354.00	-	8,200.00	8,200.00	14,154.00	
244 Court Computer	182,226.00	-	-	19,890.00	202,116.00	10,867.50	36,781.10	47,648.60	154,467.40	
245 Indigent Telephone	19,028.00	-	-	9,180.00	28,208.00	-	12,300.00	12,300.00	15,908.00	
246 Probation Service	284,856.00	-	-	45,900.00	330,756.00	173,040.00	9,225.00	182,265.00	148,491.00	
247 Payroll Stabilization	62,784.00	-	-	304,500.00	367,284.00	320,250.00	-	320,250.00	47,034.00	
248 Real Estate Development	132,156.00	-	-	31,500.00	163,656.00	-	153,000.00	153,000.00	10,656.00	
430 Capital Improvement	12,699.00	-	-	601,800.00	614,499.00	-	599,625.00	599,625.00	14,874.00	
431 Capital Projects	2,961,943.00	-	-	10,634,010.00	13,595,953.00	259,245.00	10,983,438.75	11,242,683.75	2,353,269.25	
432 Tax Increment Dist	-	-	-	-	-	-	-	-	-	
433 Special Assessments	283,765.00	-	-	391,323.00	675,088.00	403,467.75	183,535.48	587,003.23	88,084.78	
434 Bond Retirement Fund	10,871.00	425,000.00	-	692,580.00	1,128,451.00	-	1,085,989.55	1,085,989.55	42,461.45	
435 Urban Renewal Debt Serv	333,763.00	-	-	566,202.00	899,965.00	-	547,428.93	547,428.93	352,536.08	
436 Central Public Utility Fund	80,739.00	-	-	61,200.00	141,939.00	-	130,000.00	130,000.00	11,939.00	
437 Cleveland Rd Improv	108,716.00	-	-	637,500.00	746,216.00	-	529,191.10	529,191.10	217,024.90	
535 Spec Asmnt Bond Retirement	56,848.00	-	-	225,624.00	282,472.00	-	225,461.05	225,461.05	57,010.95	
612 Water Revenue Fund	4,030,714.00	-	-	7,033,512.00	11,064,226.00	3,547,444.95	4,893,286.45	8,440,731.40	2,623,494.60	
613 Sewer Revenue Fund	6,436,004.00	-	-	10,297,920.00	16,733,924.00	3,986,939.25	7,951,143.20	11,938,082.45	4,795,841.55	
701 Internal Service Fund	1,952,879.00	-	-	3,311,450.00	5,264,329.00	-	4,407,500.00	4,407,500.00	856,829.00	
863 Trust-Expendable	454,129.00	-	-	32,640.00	486,769.00	-	83,230.00			

		2021 Year Estimated Revenue					2020 Actual Revenue					2019 Year Actual Revenue				
		Real Estate Property Taxes	Local Govt (County)	Local Govt (State Direct)	Estimated Other	Total	Real Estate Property Taxes	Local Govt (County)	Local Govt (State Direct)	Estimated Other	Total	Real Estate Property Taxes	Local Govt (County)	Local Govt (State Direct)	Other	Total
110	General	1,610,000.00	420,000.00	-	15,789,750.00	17,819,750.00	1,553,940.04	397,788.27	-	16,509,448.62	18,461,176.93	1,560,521.44	444,044.31	-	21,097,307.43	23,101,873.18
216	Street	-	-	-	1,656,499.00	1,656,499.00	-	-	-	1,757,694.37	1,757,694.37	-	-	-	1,552,453.35	1,552,453.35
217	State Highway				100,200.00	100,200.00	-	-	-	106,941.17	106,941.17	-	-	-	90,556.81	90,556.81
218	Public Transit				4,217,570.00	4,217,570.00	-	-	-	3,029,641.99	3,029,641.99	-	-	-	2,441,517.26	2,441,517.26
227	Parks & Recreation				371,200.00	371,200.00	-	-	-	478,122.69	478,122.69	-	-	-	661,175.10	661,175.10
236	Fire Pension	127,700.00			717,600.00	845,300.00	127,725.09	-	-	761,331.95	889,057.04	128,271.28	-	-	756,834.22	885,105.50
237	Police Pension	127,700.00			573,250.00	700,950.00	127,725.21	-	-	541,205.17	668,930.38	128,271.31	-	-	578,847.16	707,118.47
239	State Grants				35,000.00	35,000.00	-	-	-	25,857.23	25,857.23	-	-	-	64,158.20	64,158.20
240	Coronavirus Relief				9,045,549.00	9,045,549.00	-	-	-	1,657,021.53	1,657,021.53	-	-	-	-	-
241	Federal Grants				946,000.00	946,000.00	-	-	-	833,363.84	833,363.84	-	-	-	1,001,380.77	1,001,380.77
242	Indigent Driver Alcohol				22,000.00	22,000.00	-	-	-	26,685.26	26,685.26	-	-	-	30,955.40	30,955.40
243	Enforcement & Education				3,900.00	3,900.00	-	-	-	3,535.40	3,535.40	-	-	-	5,948.50	5,948.50
244	Court Computer				19,500.00	19,500.00	-	-	-	20,447.91	20,447.91	-	-	-	29,771.37	29,771.37
245	Indigent Telephone				9,000.00	9,000.00	-	-	-	11,481.13	11,481.13	-	-	-	10,463.12	10,463.12
246	Probation Service				45,000.00	45,000.00	-	-	-	123,366.93	123,366.93	-	-	-	920.26	920.26
247	Payroll Stabilization				210,000.00	210,000.00	-	-	-	-	-	-	-	-	400,000.00	400,000.00
248	Real Estate Development				30,000.00	30,000.00	-	-	-	130,984.00	130,984.00	-	-	-	339,137.95	339,137.95
430	Capital Improvement				590,000.00	590,000.00	-	-	-	551,179.14	551,179.14	-	-	-	601,872.94	601,872.94
431	Capital Projects				10,425,500.00	10,425,500.00	-	-	-	19,934,897.17	19,934,897.17	-	-	-	14,619,568.29	14,619,568.29
432	Tax Increment Dist				-	-	-	-	-	-	-	-	-	-	-	-
433	Special Assessments				383,650.00	383,650.00	-	-	-	393,037.65	393,037.65	-	-	-	441,968.08	441,968.08
434	Bond Retirement Fund	390,000.00			679,000.00	1,069,000.00	420,917.00	-	-	1,199,372.12	1,620,289.12	441,874.12	-	-	1,155,640.10	1,597,514.22
435	Urban Renewal Debt Serv				555,100.00	555,100.00	-	-	-	5,365,497.45	5,365,497.45	-	-	-	578,200.57	578,200.57
436	Central Public Utility Fund				60,000.00	60,000.00					34,419.12					
437	Cleveland Rd Improv				625,000.00	625,000.00					2,250,000.00					
535	Spec Asmnt Bond Retirement				221,200.00	221,200.00	-	-	-	240,551.61	240,551.61	-	-	-	248,202.02	248,202.02
612	Water Revenue Fund				6,895,600.00	6,895,600.00	-	-	-	10,204,062.25	10,204,062.25	-	-	-	7,615,526.16	7,615,526.16
613	Sewer Revenue Fund				10,096,000.00	10,096,000.00	-	-	-	16,658,447.78	16,658,447.78	-	-	-	11,741,898.60	11,741,898.60
701	Internal Service Fund				3,215,000.00	3,215,000.00				2,769,642.93	2,769,642.93	-	-	-	2,894,236.72	2,894,236.72
863	Trust-Expendable				32,000.00	32,000.00	-	-	-	87,873.57	87,873.57	-	-	-	94,036.73	94,036.73
873	Trust-Nonexpendable				20,000.00	20,000.00	-	-	-	-	8,761.16	-	-	-	15,581.77	15,581.77
876	Cemetery Endowment				40,200.00	40,200.00	-	-	-	56,371.30	56,371.30	-	-	-	62,172.70	62,172.70
880/881	Agency-Treasury				30,050.00	30,050.00	-	-	-	29,893.50	29,893.50	-	-	-	37,119.53	37,119.53
890-898	Agency-Non Treasury				-	-	-	-	-	3,548,756.66		-	-	-	-	4,345,541.60
		2,255,400.00	420,000.00	-	67,660,318.00	70,335,718.00	2,230,307.34	397,788.27	-	83,507,955.66	91,977,988.21	2,258,938.15	444,044.31	-	69,167,451.11	76,215,975.17

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FINANCE DEPARTMENT

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

TO: Eric L. Wobser, City Manager
FROM: Michelle Reeder, Finance Director
DATE: June 29, 2021
RE: Commission Agenda Item

ITEM FOR CONSIDERATION:

Ohio Rev. Code Section 5705.40 states that any appropriation ordinance or measure may be amended or supplemented, provided that such amendment or supplement shall comply with all provisions of law governing the taxing authority in making an original appropriation and that no appropriation for any purpose shall be reduced below an amount sufficient to cover all unliquidated and outstanding contracts or obligations certified from or against the appropriation. I am submitting amendment #2 to the 2021 General Appropriations.

BUDGETARY INFORMATION:

Appropriation amendments are required to update the 2021 budget. Examples include, but are not limited to:

- General Fund
- Street Funds
- Water Funds
- Sewer Funds
- Capital Projects

ACTION REQUIRED:

It is requested that the City Commission enact the ordinance, and have it take immediate effect under Section 14 of the City Charter, so that the budget amendments can be entered into the financial system and purchases can be made to continue the flow of city operations.

I concur with this recommendation:

Eric Wobser
City Manager

Michelle Reeder
Finance Director

ORDINANCE NO. _____

AN ORDINANCE ADOPTING AMENDMENT NO. 2 TO ORDINANCE NO. 21-003 PASSED BY THIS CITY COMMISSION ON JANUARY 11, 2021, MAKING GENERAL APPROPRIATIONS FOR THE FISCAL YEAR 2021; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City Commission made general appropriations for the Fiscal Year 2021 Operating Budget by Ordinance No. 21-003, passed on January 11, 2021; and

WHEREAS, this City Commission adopted Amendment No. 1 to Ordinance No. 21-003 to cover deficiencies or needs which existed in the General, Coronavirus Relief, Street, Water , Sewer, and Capital Projects Funds by Ordinance No. 21-071, passed on May 24, 2021; and

WHEREAS, this Ordinance has been prepared to cover deficiencies or needs which exist in the General, Coronavirus Relief, Enforcement & Education, Street, Water, Sewer, Capital Projects and General Trust Funds; and

WHEREAS, amendments are required to adjust the budget for previous actions of the City; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to prevent delays in the use of the funds for an extended period of time and not restrict the operation of City departments; and

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

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:
Section 1. Ordinance No. 21-003 passed by this City Commission on the 11th day of January, 2021, be amended as hereinafter set forth:

DEPARTMENT	PERSONAL SERVICES	OTHER	TOTAL
CEMETERY		10,000	10,000
HORTICULTURAL		7,500	7,500
JACKSON STREET PIER		13,000	13,000
INCOME TAX		120,000	120,000
BUILDING MAINTENANCE		50,000	50,000
GENERAL FUND		200,500	200,500
CORONAVIRUS RELIEF FUNDS		500,000	500,000
ENFORCEMENT & EDUCATION		19,500	19,500
STREET FUNDS		263,615	263,615

WATER FUNDS		250,000	250,000
SEWER FUNDS		328,074	328,074
CAPITAL PROJECTS	-	4,837,859	4,837,859
GENERAL TRUST		70,000	70,000
TOTAL ALL FUNDS	-	6,469,548	6,469,548

Section 2. The Finance Director is authorized to draw warrants upon the City treasury for funds appropriated in this Ordinance upon presentation of properly approved vouchers and when in conformity with the Charter and general laws of the State of Ohio. In addition, the Finance Director is authorized to make transfers between funds, to cover deficiencies in City funds provided said transfers are included in the general appropriations.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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



FINANCE DEPARTMENT

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

TO: Eric Wobser, City Manager
FROM: Michelle Reeder, Finance Director
DATE: June 29, 2021
RE: Commission Agenda Item

ITEM FOR CONSIDERATION:

The Finance Director, pursuant to Ohio Rev. Code Section 135, wishes to designate the following institutions as depositories for the City of Sandusky, for the period commencing August 23, 2021 to August 22, 2026:

Civista Bank
Fifth Third Bank
PNC Bank
US Bank
Key Bank
First National Bank

The prior designation was approved by Ordinance No. 16-130 by the City Commission on August 8, 2016.

BUDGETARY INFORMATION: None

ACTION REQUESTED:

It is requested that the City Commission authorize the Finance Director to enter into new depository agreements prior to the expiration of the existing agreements on August 22, 2021. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter, to ensure the agreements are in place prior to the August 22, 2021 expiration date.

I concur with this recommendation:

Eric Wobser
City Manager

Michelle Reeder
Finance Director

CC: Brendan Heil, Law Director

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE FINANCE DIRECTOR TO DESIGNATE THE CIVISTA BANK, FIFTH THIRD BANK, PNC BANK, U.S. BANK, KEY BANK, AND FIRST NATIONAL BANK, AS DEPOSITORIES OF THE ACTIVE AND INTERIM DEPOSITS OF THE CITY OF SANDUSKY, OHIO, FOR THE PERIOD COMMENCING AUGUST 23, 2021, THROUGH AUGUST 22, 2026; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, pursuant to the Ohio Revised Code Chapter 135, Uniform Depository Act, any qualified bank is eligible to become a public depository subject to the requirements contained in the Ohio Revised Code; and

WHEREAS, Civista Bank, Fifth Third Bank, PNC Bank, U.S. Bank, Key Bank, and First National Bank, have made application to the City Commission of Sandusky, Ohio, to be designated depositories of the active and interim deposits of the public funds of the City of Sandusky, Ohio; and

WHEREAS, the existing depository contracts of the City of Sandusky will expire on August 22, 2021, as provided in Ordinance No. 16-130, passed by the City Commission on August 8, 2016; 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 enter into depository agreements and ensure the agreements are in place prior to the expiration of the existing agreements on August 22, 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 Municipal Departments, including the Finance Department, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio, finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The Finance Director is authorized to designate as depositories of the active and interim deposits of public funds of the City of Sandusky, Ohio the following: Civista Bank, Fifth Third Bank, PNC Bank, U.S. Bank, Key Bank, and First National Bank.

This designation is conditioned upon each bank pledging to deposit with the Finance Director as security for the repayment of all public funds deposited during the time period of August 23, 2021, through August 22, 2026, eligible security pursuant in the provisions of the Ohio Revised Code. Each depository bank is subject to the laws and regulations of the State of Ohio, the requirements of the

Federal Reserve Board and Division of Banking of the State of Ohio and to any proclamation or order of the President of the United States or any other federal authority. Should amendments to the depositor designation become necessary, the same shall be carried out in accordance with the laws and requirements of the State of Ohio.

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: July 12, 2021



Community Development

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

To: Eric Wobser, City Manager
From: Debi Eversole, Community Development Programs Administrator
Date: June 30, 2021
Subject: Commission Agenda Item – CDBG FY20 Demolition Project #1- Change Order

Item for Consideration: Change Order No. 1 and Final, for the CDBG FY20 Demolition Project #1. This Change Order includes one (1) item.

1. Added costs for asbestos removal \$950.00

When the demolition commenced, the contractor found asbestos at the 805 N. Depot Street property.

Budgetary Information: Change Order No. 1 & Final will increase the contract with Garza Dirt Works, Inc. by \$950.00. The original contract amount with Garza Dirt Works, Inc. is \$109,982.00. The final contract amount including Change Order No. 1 is \$110,932.00. This project will be paid for with FY2020 Community Development Block Grant (CDBG) Funds.

Action Requested: It is requested that Change Order No. 1 & Final in the amount of \$950.00 for the CDBG FY20 Demolition Project #1 be approved and that it be passed in full accordance with Section 14 of the City Charter in order to make final payment to the contractor for work already performed and close out the completed project.

Debi Eversole,
Community Development Programs Administrator

I concur with this recommendation:

Jonathan Holody
Community Development Manager

Eric L. Wobser,
City Manager

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

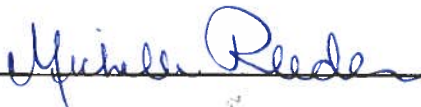
CERTIFICATE OF FUNDS

In the Matter of: CDBG FY20 Demolition -Change Order

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

Account # 241-4447-53000

By: _____



Michelle Reeder

Finance Director

Dated: 7/8/2021

**GARZA DIRT WORKS LLC**

Waylon Garza President (419)707-0694
Jenn Garza Office Administrator (419)707-1113
783 E McPherson Hwy, Clyde, OH 43410

To: City of Sandusky
Dept. of Public Works. Attn. Megan Stookey
240 Columbus Ave. Sandusky OH, 44870
419-627-5878

June 30, 2021

INVOICE 2021-32

Final

QTY	DESCRIPTION	UNIT PRICE	TOTAL
1	Permits, Asbestos Abatement, Utility Disconnects, Demolition of 8 houses, Haul Off of Material to Certified Landfill, Remove Foundations and Backfill to Grade		\$109,982.00
1	85% Reimbursement Payment Request – Paid Invoice # 2021-7		\$93,484.70
1	15 % Final Completion Payment		\$16,497.30
1	Change Order from Additional Asbestos found during Abatement, not shown on survey		\$950.00
	Total Amount Due		\$17,447.30

Make all checks payable to: Garza Dirt Works LLC

Any questions regarding your invoice, please contact Waylon Garza 419-707-0694.

Thank You For your Business!

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO APPROVE THE FIRST & FINAL CHANGE ORDER FOR WORK PERFORMED BY GARZA DIRT WORKS, LLC, OF CLYDE, OHIO, FOR THE CDBG FY20 DEMOLITION PROJECT #1 IN THE AMOUNT OF \$950.00; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City Commission declared the necessity for the City to proceed with the proposed CDBG FY20 Demolition Project #1 by Resolution No. 041-20R, passed on October 12, 2020, which involved the asbestos abatement and demolition of eight (8) vacant and blighted residential structures ordered for demolition by the City or the Housing Appeals Board and the privately owned properties are located at 1932 Putnam Street, 423 Fulton Street, 1520-1522 Hayes Avenue, 410 Lawrence Street, 805 N. Depot Street, and 1730 Putnam Street, and the City owned properties are located at 1913 Camp Street and 2106 Parkview Boulevard; and

WHEREAS, this City Commission approved the awarding of the contract to Garza Dirt Works, LLC, of Clyde, Ohio, for work being performed for the CDBG FY20 Demolition Project #1 by Ordinance No. 20-152, passed on October 26, 2020; and

WHEREAS, this First Change Order reflects additional work for asbestos removal found at the property located at 805 N. Depot Street in the amount of \$950.00; and

WHEREAS, the original contract with Garza Dirt Works, LLC was \$109,982.00, and with the addition of this First & Final Change Order in the amount of \$950.00, the final contract cost is \$110,932.00 and will be paid with FY19 Community Development Block Grant (CDBG) funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to make final payment to contractor for work already performed and to close out the completed project; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Department of 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 approve this First & Final Change Order for work performed for the CDBG FY20 Demolition Project #1 in an amount **not to exceed** Nine Hundred Fifty and 00/100 Dollars (\$950.00) resulting in the final contract cost of One Hundred Ten Thousand Nine Hundred Thirty Two and 00/100 Dollars (\$110,932.00) with Garza Dirt Works, LLC, of Clyde, Ohio.

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.

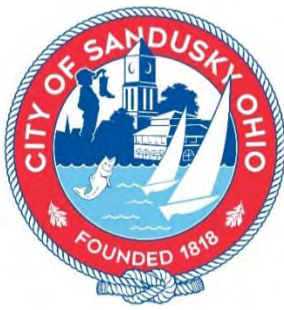
Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted 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: July 12, 2021



DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Joshua R. Snyder, P.E., Public Works Engineer

Date: June 30, 2021

Subject: **Commission Agenda Item for Change Order #1 and Final for the McCartney Road Reconstruction, Storm Sewer, and Storm Pump Station Project**

ITEM FOR CONSIDERATION: Requesting legislation for approval of Change Order #1 & Final for the McCartney Road Reconstruction, Storm Sewer, and Storm Pump Station project for a contract deduction and time extension to completion date.

BACKGROUND INFORMATION: The McCartney Road Reconstruction, Storm Sewer, and Storm Pump Station project was awarded to Great Lakes Demolition Company, Inc. of Vickery, Ohio at the November 25, 2019 City Commission meeting, ordinance number 19-199 at a cost not to exceed \$1,565,540.55. The project included the installation of upgraded storm drainage sections, new catch basins and underdrains along the roadway, cleared out the ditch and installed a new pump station that assists with draining down the ditch during heavy downpours to the bay. In addition to the drainage improvements, McCartney Road, along with Ward, Church and the north section of Niagra Streets all saw roadway resurfacing.

Change Order No. 1 and final, is a monetary deduct in the amount of \$173,788.39, representing an 11.1% savings from the awarded amount, due to the actual quantities installed in the field by the contractor. See attached change order document for project line item changes.

In addition, a time extension was requested as part of the project due to the manufacturing and delivery delays on the Check Valve manufacturing and electronics for the Storm Pump Station equipment and calibration of the new system. A time extension of 319 days was requested and approved by the Project Engineer, setting the final completion date for the project as June 1, 2021.

BUDGETARY INFORMATION: Change Order #1 & Final, is a deduction of \$173,788.39 to the contract of \$1,565,540.55, making the final cost of the project \$1,391,752.16. The final costs for the project was covered by two loans, Ohio Water Development Authority (OWDA) for \$1,283,536.43 and Ohio Public Works Commission (OPWC) for \$108,215.73.

ACTION REQUESTED: It is requested that legislation be prepared to allow for the approval of Change Order #1 and Final, for a reduction in actual work quantities for the McCartney Road Reconstruction, Storm Sewer, and Storm Pump Station project. It is further requested that this be passed in accordance with Section 14 of the City Charter so that the contractor can be paid for items already installed in the field and to close out the completed project.

I concur with this recommendation:

Eric Wobser
City Manager

Aaron Klein, P.E.
Director

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

CITY OF SANDUSKY, OHIO
DEPARTMENT OF PUBLIC WORKS

Project: McCartney Road Reconstruction, Storm Sewer, and Storm Pump Station Project
Construction Work Order No.: 1 & FINAL

CONTRACT: 2932
ORDINANCE NO. 19-199

Contractor: Great Lakes Demolition Company, LLC
1787 SR 510
Vickery, OH 43464

STREET OR LOCATON OF WORK: McCartney Road, Sandusky, OH

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

Bid Item No.	ODOT Item No.	Plan Quantity	Actual Quantity	Difference in Quantity	Unit	Description	Unit Price	Bid Price	Actual Price	Total ADD/DED
3	202	202	156	46.00	FT	Curb Removed	\$ 5.00	\$ 1,010.00	\$ 780.00	\$ 230.00
4	202	980	947.00	33.00	FT	Pipe Removed, 24" and Under	\$ 5.00	\$ 4,900.00	\$ 4,735.00	\$ 165.00
5	202	495	523.00	-28.00	FT	Pipe Removed, Over 24"	\$ 15.00	\$ 7,425.00	\$ 7,845.00	\$ (420.00)
6	202	23	24.00	-1.00	EA	Catch Basin Removed	\$ 330.00	\$ 7,590.00	\$ 7,920.00	\$ (330.00)
10	203	860	97.80	762.20	CY	Excavation of Subgrade	\$ 24.00	\$ 20,640.00	\$ 2,347.20	\$ 18,292.80
11	203	200	0.00	200.00	CY	Excavation of Subgrade (Undercut Areas)	\$ 24.00	\$ 4,800.00	\$ -	\$ 4,800.00
12	204	11,525	10,008.28	1,516.72	SY	Subgrade Compaction	\$ 1.00	\$ 11,525.00	\$ 10,008.28	\$ 1,516.72
19	Special	11,100	10,008.28	1,091.72	SY	Geosynthetic Mat, Mirafi RS580i - Labor Only	\$ 1.25	\$ 13,875.00	\$ 12,510.35	\$ 1,364.65
19A	Special	11,100	13,000.00	-1,900.00	SY	Geosynthetic Mat, Mirafi RS580i - Material Only	\$ 3.75	\$ 41,625.00	\$ 48,750.00	\$ (7,125.00)
20	Special	25	3.00	22.00	EA	Mailbox Support System	\$ 125.00	\$ 3,125.00	\$ 375.00	\$ 2,750.00
22	659	900	932.00	-32.00	CY	Topsoil	\$ 35.00	\$ 31,500.00	\$ 32,620.00	\$ (1,120.00)
24	611	8,300	9,883.00	-1,583.00	SY	Seeding and Mulching	\$ 1.22	\$ 10,126.00	\$ 12,057.26	\$ (1,931.26)
27	601	21	26.45	-5.23	CY	Rock Channel Protection, Type C with Filter Fabric	\$ 105.00	\$ 2,228.10	\$ 2,777.25	\$ (549.15)
28	601	3	7.02	-4.02	CY	Rock Channel Protection, Type D with Filter Fabric	\$ 205.00	\$ 615.00	\$ 1,439.56	\$ (824.56)
29	602	29	34.25	-5.55	CY	Concrete Masonry	\$ 1,300.00	\$ 37,310.00	\$ 44,525.00	\$ (7,215.00)
30	605	267	0.00	267.00	FT	6" Unclassified Pipe Underdrains	\$ 5.50	\$ 1,468.50	\$ -	\$ 1,468.50
31	605	6,654	7,124.00	-470.00	FT	6" Base Pipe Underdrains	\$ 5.50	\$ 36,597.00	\$ 39,182.00	\$ (2,585.00)
32	611	27	17.00	10.00	FT	4" Conduit, Type C	\$ 15.00	\$ 405.00	\$ 255.00	\$ 150.00
33	611	50	10.00	40.00	FT	6" Conduit, Type B, for Drainage Connection	\$ 15.00	\$ 750.00	\$ 150.00	\$ 600.00
34	611	50	21.00	29.00	FT	6" Conduit, Type C, for Drainage Connection	\$ 15.00	\$ 750.00	\$ 315.00	\$ 435.00
35	611	290	0.00	290.00	FT	6" Conduit, Type F, as per plan	\$ 15.00	\$ 4,350.00	\$ -	\$ 4,350.00
36	611	50	0.00	50.00	FT	8" Conduit, Type B, for Drainage Connection	\$ 20.00	\$ 1,000.00	\$ -	\$ 1,000.00
37	611	50	0.00	50.00	FT	8" Conduit, Type C, for Drainage Connection	\$ 20.00	\$ 1,000.00	\$ -	\$ 1,000.00
38	611	689	407.00	282.00	FT	12" Conduit, Type B	\$ 60.00	\$ 41,340.00	\$ 24,420.00	\$ 16,920.00
39	611	139	418.50	-279.50	FT	12" Conduit, Type C	\$ 55.00	\$ 7,645.00	\$ 23,017.50	\$ (15,372.50)
40	611	56	90.00	-34.00	FT	18" Conduit, Type B	\$ 75.00	\$ 4,200.00	\$ 6,750.00	\$ (2,550.00)
41	611	68	75.00	-7.00	FT	18" Conduit, Type B, C900/C905, DR51	\$ 75.00	\$ 5,100.00	\$ 5,625.00	\$ (525.00)
41F	611	20	0.00	20.00	FT	18" Conduit, Type F, For rerouting of ex. Storm Sewer	\$ 100.00	\$ 2,000.00	\$ -	\$ 2,000.00
42	611	58	40.00	18.00	FT	24" Conduit, Type B	\$ 85.00	\$ 4,930.00	\$ 3,400.00	\$ 1,530.00
43	611	11	82.00	-71.00	FT	24" Conduit, Type C	\$ 80.00	\$ 880.00	\$ 6,560.00	\$ (5,680.00)
44	611	821	841.00	-20.00	FT	30" Conduit, Type B	\$ 100.00	\$ 82,100.00	\$ 84,100.00	\$ (2,000.00)

45	611	12	8.00	4.00	FT	48" Conduit, Type B	\$ 200.00	\$ 2,400.00	\$ 1,600.00	\$ 800.00
47	611	80	74.00	6.00	FT	54" Conduit, Type A, 706.02, Class III	\$ 298.00	\$ 23,840.00	\$ 22,052.00	\$ 1,788.00
49	611	2	3.00	-1.00	EA	Catch Basin, No. 2-2B, as per plan with 4/12 Slant Riser	\$ 1,200.00	\$ 2,400.00	\$ 3,600.00	\$ (1,200.00)
50	611	13	10.00	3.00	EA	Catch Basin, No. 2-2B, as per plan	\$ 800.00	\$ 10,400.00	\$ 8,000.00	\$ 2,400.00
52	611	4	2.00	2.00	EA	Catch Basin, No. 2-2C, as per plan with 4/12 Slant Riser	\$ 1,000.00	\$ 4,000.00	\$ 2,000.00	\$ 2,000.00
56	611	3	1.00	2.00	EA	Yard Drain, as per plan	\$ 800.00	\$ 2,400.00	\$ 800.00	\$ 1,600.00
71	611	100	4.50	95.50	FT	6" Conduit, Type B, for Sanitary	\$ 35.00	\$ 3,500.00	\$ 157.50	\$ 3,342.50
72	611	100	0.00	100.00	FT	6" Conduit, Type C, for Sanitary	\$ 30.00	\$ 3,000.00	\$ -	\$ 3,000.00
76	638	11	155.00	-144.00	FT	Retap, Reconnect, Relocate Meter and Pit and Extend 1" Copper Water Service	\$ 100.00	\$ 1,100.00	\$ 15,500.00	\$ (14,400.00)
77	638	1	0.00	1.00	FT	Retap, Reconnect, Relocate Meter and Pit and Extend 1 1/2" Copper Water Service	\$ 1,500.00	\$ 1,500.00	\$ -	\$ 1,500.00
77P	301	31	20.70	10.30	CY	Asphalt Pavement, as per plan on Barret Rd.	\$ 175.00	\$ 5,425.00	\$ 3,622.50	\$ 1,802.50
78	304	791	213.54	577.46	CY	Aggregate Base, Restricted, as per plan (6")	\$ 40.00	\$ 31,640.00	\$ 8,541.60	\$ 23,098.40
79	304	2,353	2,197.10	155.90	CY	Aggregate Base, Restricted, as per plan (8")	\$ 42.00	\$ 98,826.00	\$ 92,278.20	\$ 6,547.80
80	304	264	0.00	264.00	CY	Aggregate Base, Restricted, as per plan	\$ 40.00	\$ 10,560.00	\$ -	\$ 10,560.00
82	411	209	85.56	123.44	CY	Stabilized Crushed Aggregate	\$ 26.00	\$ 5,434.00	\$ 2,224.56	\$ 3,209.44
83	441	830	804.67	25.33	CY	Asphalt Concrete 3" Intermediate Course, Type 2, (448)	\$ 120.00	\$ 99,600.00	\$ 96,560.40	\$ 3,039.60
84	441	414	406.05	7.95	CY	Asphalt Concrete 1.5" Surface Course, Type 1, (448), PG64-22, as per plan	\$ 160.00	\$ 66,240.00	\$ 64,968.00	\$ 1,272.00
85	441	56	36.48	19.52	CY	Asphalt Concrete Intermediate Course, Type 2, (448), Driveways	\$ 121.00	\$ 6,776.00	\$ 4,414.08	\$ 2,361.92
86	441	39	43.43	-4.43	CY	Asphalt Concrete Surface Course, Type 1, (448), PG64-22, Driveways	\$ 158.00	\$ 6,162.00	\$ 6,861.94	\$ (699.94)
87	452	85	47.69	37.31	SY	6" Non-Reinforced Concrete Pavement, Class QC MS, Driveways	\$ 80.00	\$ 6,800.00	\$ 3,815.56	\$ 2,984.44
88	608	174	140.00	34.00	FT	Curb, Type 6	\$ 27.00	\$ 4,698.00	\$ 3,780.00	\$ 918.00
89	Special	9,900	0.00	9,900.00	SY	Reclamite	\$ 1.10	\$ 10,890.00	\$ -	\$ 10,890.00
92	644	15	14.00	1.00	FT	Stop Line	\$ 25.00	\$ 375.00	\$ 350.00	\$ 25.00
99	Special	1	0.60	0.40	LS	Contingency	\$ 140,000.00	\$ 140,000.00	\$ 83,895.43	\$ 56,104.57
										\$ -
1B	614	1	1.00	0.00	LS	MAINTAINING TRAFFIC	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ -
2B	670	500	500.00	0.00	EA	EROSION CONTROL	\$ 1.00	\$ 500.00	\$ 500.00	\$ -
3B	659	500	0.00	500.00	SY	TOPSOIL, SEEDING, AND MULCHING	\$ 3.00	\$ 1,500.00	\$ -	\$ 1,500.00
4B	644	41	0.00	41.00	FT	STOP LINE	\$ 25.00	\$ 1,025.00	\$ -	\$ 1,025.00
5B	254	4,895	4,106.00	789.00	SY	2" PAVEMENT PLANING, ASPHALT CONCRETE	\$ 2.35	\$ 11,503.25	\$ 9,649.10	\$ 1,854.15
6B	441	204	149.55	54.45	CY	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (448), PG64-22, AS PER PLAN, 1.50"	\$ 160.00	\$ 32,640.00	\$ 23,928.00	\$ 8,712.00
7B	407	311	311.00	0.00	GAL	NON-TRACKING TACK COAT, 0.08 GAL/SY	\$ 2.80	\$ 870.80	\$ 870.80	\$ -
8B	441	136	136.00	0.00	CY	ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 1, (448), 1.00"	\$ 165.00	\$ 22,440.00	\$ 22,440.00	\$ -
9B	407	194	194.00	0.00	GAL	NON-TRACKING TACK COAT, 0.05 GAL/SY	\$ 2.80	\$ 543.20	\$ 543.20	\$ -
10B	Special	330	330.00	0.00	FT	AC GUTTER BANDING, 401.17	\$ 3.35	\$ 1,105.50	\$ 1,105.50	\$ -
11B	253	25	0.00	25.00	CY	FULL DEPTH PAVEMENT REPAIR, AS PER PLAN	\$ 365.00	\$ 9,125.00	\$ -	\$ 9,125.00

12B	Special	4,895	0.00	4,895.00	SY	Reclaimite	\$ 1.06	\$ 5,188.70	\$ -	\$ 5,188.70
13B	304	225	450.00	-225.00	SY	GRAVEL DRIVE ADJUSTMENT (2" thickness)	\$ 15.00	\$ 3,375.00	\$ 6,750.00	\$ (3,375.00)
14B	644	1	0.00	1.40	MI	Edge Line	\$ 2,550.00	\$ 3,570.00	\$ -	\$ 3,570.00
15B	644	0	0.04	0.36	MI	Center Line	\$ 4,060.00	\$ 1,624.00	\$ 162.40	\$ 1,461.60
16B	644	60	58.50	1.50	FT	Stop Line	\$ 25.00	\$ 1,500.00	\$ 1,462.50	\$ 37.50
17B	611	1	1.00	0.00	EA	CATCH BASIN ADJUSTED TO GRADE, INCLUDING NEW CASTING, AS PER PLAN	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ -
18B	611	4	4.00	0.00	EA	MANHOLE ADJUSTED TO GRADE, INCLUDING NEW CASTING, AS PER PLAN	\$ 1,100.00	\$ 4,400.00	\$ 4,400.00	\$ -
19B	638	1	2.00	-1.00	EA	VALVE BOX ADJUSTED TO GRADE, INCLUDING NEW CASTING, AS PER PLAN	\$ 600.00	\$ 600.00	\$ 1,200.00	\$ (600.00)
20B	Special	1	0.00	1.00	LS	CONTINGENCY	\$ 12,000.00	\$ 12,000.00	\$ -	\$ 12,000.00
						Time Extension				
						Original Completion Date July 17, 2020				

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

Total Difference

\$ 173,788.39

Accepted: 
Contractor

Date: JUNE 14, 2021

Accepted: _____
Public Works Engineer

Date: _____, 2021

Original Contract Price = \$ 1,565,540.55
Contract Price after CO1 = \$ 1,391,752.16
% Increase = -11.1%
Original Budget/Estimate = \$ 1,565,540.55
% Increase = -11.1%

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO APPROVE THE FIRST & FINAL CHANGE ORDER FOR WORK PERFORMED BY GREAT LAKES DEMOLITION COMPANY, LLC, OF VICKERY, OHIO, FOR THE MCCARTNEY ROAD RECONSTRUCTION, STORM SEWER, AND STORM PUMP STATION PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the McCartney Road Reconstruction, Storm Sewer, and Storm Pump Station Project involves the reconstruction of McCartney Road, including a new storm drainage system, new pump station, new culvert under Barrett Road, along with the resurfacing of Ward Street, Church Street, and the north section of Niagara Street; and

WHEREAS, this City Commission authorized the submission of an application for financial assistance to the Ohio Public Works Commission (OPWC) for the McCartney Road Reconstruction Project by Resolution No. 044-17R, passed on August 28, 2017; and

WHEREAS, this City Commission authorized and directed the City Manager to enter into an agreement for Professional Design Services with CT Consultants, Inc., of Mentor, Ohio, for the McCartney Road Reconstruction, Storm Sewer, and Storm Pump Station Project by Ordinance No. 17-167, passed on August 28, 2017; and

WHEREAS, the City was not awarded grant funding but was notified by OPWC in April of 2018, of excess funding available and was offered a loan in the amount of \$175,000.00 with zero percent (0%) interest to be repaid over the useful life of the project, which is twenty (20) years and this City Commission authorized and directed the City Manager to enter into a Project Loan Agreement with the Director of OPWC for the McCartney Road Reconstruction Project by Ordinance No. 18-150, passed on July 23, 2018; and

WHEREAS, this City Commission authorized and directed the City Manager to enter into an Amendment to the Agreement for Professional Design Services with CT Consultants, Inc., of Mentor, Ohio, for the McCartney Road Reconstruction, Storm Sewer, and Storm Pump Station Project by Ordinance No. 18-196, passed on October 9, 2018; and

WHEREAS, this City Commission declared the necessity to proceed with the proposed McCartney Road Reconstruction, Storm Sewer, and Storm Pump Station Project by Resolution No. 016-19R, passed on April 8, 2019; and

WHEREAS, this City Commission authorized and directed the City Manager to enter into a Professional Services Agreement with Red Barn Engineering, Inc. of Kenmore, Washington, for the McCartney Road Reconstruction, Storm Sewer, and Storm Pump Station Project and relating to the Barrett Road Culvert Replacement by Ordinance No. 19-148, passed on August 26, 2019; and

WHEREAS, the City Commission approved the awarding of the contract to Great Lakes Demolition Company, LLC, of Vickery, Ohio, for work to be performed for the McCartney Road Reconstruction, Storm Sewer, and Storm Pump Station Project by Ordinance No. 19-199, passed on November 25, 2019; and

WHEREAS, this City Commission approved a Cooperative Agreement with the Ohio Water Development Authority (OWDA) to finance the cost of construction for the McCartney Road Reconstruction, Storm Sewer, and Storm Pump Station Project by Ordinance No. 19-200, passed on November 25, 2019; and

WHEREAS, this First & Final Change Order reflects the actual work performed and actual quantities used in the field by the contractor and the extension of the completion date from July 17, 2020 to June 1, 2021; and

WHEREAS, the original contract with Great Lakes Demolition Company, LLC, of Vickery, Ohio, was \$1,565,540.55, and with the **deduction** of this First & Final Change Order in the amount of \$173,788.39, the final contract cost is \$1,391,752.16 and will be paid with OPWC loan funds in the amount of \$108,215.73 and OWDA loan funds in the amount of \$1,283,536.43; 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 for the contractor to be paid for work already completed and items already installed in the field and to close out the completed project; and

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

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

Section 1. The City Manager is hereby authorized and directed to approve this First & Final Change Order for work performed for the McCartney Road Reconstruction, Storm Sewer, and Storm Pump Station Project and to **deduct** from the contract amount the sum of One Hundred Seventy Three Thousand Seven Hundred Eighty Eight and 39/100 Dollars (\$173,788.39) resulting in the final contract cost of One Million Three Hundred Ninety One Thousand Seven Hundred Fifty Two and 16/100 Dollars (\$1,391,752.16) with Great Lakes Demolition Company, LLC, of Vickery, Ohio, and extending the final completion date from July 17, 2020 to June 1, 2021.

Section 2. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent

jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: July 12, 2021

NOTICE TO LEGISLATIVE
AUTHORITY

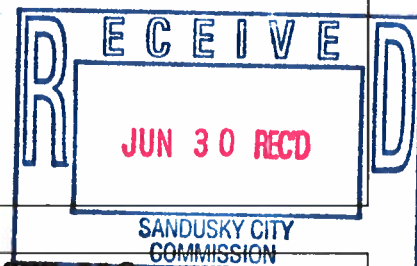
OHIO DIVISION OF LIQUOR CONTROL
6606 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)844-2360 FAX(614)844-3186

TO

04752110010		TRFO	BARRA RESTAURANTS LLC 1ST & 2ND FLS & PATIO 142 COLUMBUS AVE SANDUSKY OH 44870
PERMIT NUMBER		TYPE	
02	01	2020	
ISSUE DATE			
06	17	2021	
FILING DATE			
D5J			
PERMIT CLASSES			
22	077	B	F25519
TAX DISTRICT			RECEIPT NO.

FROM 06/21/2021

99116300005			ZELLER GAMING ENTERPRISES LLC 1ST & 2ND FLS & PATIO 142 COLUMBUS AVE SANDUSKY OH 44870
PERMIT NUMBER		TYPE	
02	01	2020	
ISSUE DATE			
06	17	2021	
FILING DATE			
D5J			
PERMIT CLASSES			
22	077		
TAX DISTRICT			RECEIPT NO.



MAILED 06/21/2021

RESPONSES MUST BE POSTMARKED NO LATER THAN.

07/22/2021

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 TRFO 0475211-0010

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

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

WE DO NOT REQUEST A HEARING. ☐

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

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

(Signature)

(Title)- ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council

☐ Township Fiscal Officer

CLERK OF SANDUSKY CITY COUNCIL
240 COLUMBUS AVE
SANDUSKY OHIO 44870

McKenzie Spriggs

From: Jared Oliver
Sent: Thursday, July 8, 2021 7:49 AM
To: Stephen Rucker; McKenzie Spriggs; Jonathan Holody
Subject: RE: notice of legislative authority -- Barra: 142 Columbus Avenue

No issues from SPD.



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



From: Stephen Rucker <srucker@ci.sandusky.oh.us>
Sent: Thursday, July 8, 2021 7:15 AM
To: McKenzie Spriggs <mspriggs@ci.sandusky.oh.us>; Jonathan Holody <jholody@ci.sandusky.oh.us>; Jared Oliver <joliver@ci.sandusky.oh.us>
Subject: Re: notice of legislative authority -- Barra: 142 Columbus Avenue

No issues from my office, thanks

Get [Outlook for iOS](#)

From: McKenzie Spriggs <mspriggs@ci.sandusky.oh.us>
Sent: Wednesday, July 7, 2021 7:45:32 PM
To: Stephen Rucker <srucker@ci.sandusky.oh.us>; Jonathan Holody <jholody@ci.sandusky.oh.us>; Jared Oliver <joliver@ci.sandusky.oh.us>
Subject: notice of legislative authority -- Barra: 142 Columbus Avenue

Guys,
Thought I had sent this as I was prepping for tomorrow's agenda send out, realized I hadn't. (Oops!)

Please review and send any objections back to me. It's a transfer from one person to another at 142 Columbus Avenue; Barra.

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

CERTIFICATE OF FUNDS

In the Matter of: Lake Erie Island Cruises, LLC Grant Agreement

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

Account # 240-0000-53000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 7/8/2021

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND APPROVING A GRANT IN THE AMOUNT OF \$100,000.00 TO LAKE ERIE ISLAND CRUISES, LLC TO ASSIST WITH EFFORTS TO RETURN THE GOODTIME I TO THE JACKSON STREET PIER; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, since 2007, Lake Erie Island Cruises, LLC (LEIC) has been leasing dock space at the Jackson Street Pier for the operation of the Goodtime I that is a valued business that brings thousands of people to Sandusky annually and the current Lease Agreement with the City is dated February 20, 2020; and

WHEREAS, Lake Erie Island Cruises, LLC operates a business that was directly impacted by the COVID-19 pandemic; and

WHEREAS, the Goodtime I recently needed extensive repairs in order to return to operation during the 2021 season at a total cost of \$325,000.00 and the community and citizens of Sandusky have rallied to support the Goodtime I and launched efforts to raise the funds for the repairs allowing the Goodtime I to return to service this year; and

WHEREAS, at their regularly scheduled meeting on June 28, 2021, this City Commission ordered legislation to provide grant funds to Lake Erie Island Cruises, LLC, in an amount up to \$100,000.00 to assist with the repair costs for the Goodtime I pursuant to the following conditions:

- LEIC shall provide a business plan to the City within thirty (30) days of the execution of the Agreement;
- The City shall have the use of the Goodtime I at no cost to the City up to three (3) times per year for City events for the calendar years 2022 through 2026;
- LEIC shall resume paying rent as prescribed in the Lease Agreement starting in 2022;
- LEIC agrees to operate the Goodtime I in Sandusky, Ohio, until December 31, 2027; and
- In the event LEIC sells the Goodtime I, any successor in interest to the Goodtime I must operate the Goodtime I in Sandusky, Ohio, until December 31, 2027.

WHEREAS, the City has determined that the Goodtime I and the fulfillment generally of this Agreement are in the vital and best interests of the City and for the health and safety and welfare of its residents, are necessary to improve the economic and general welfare of people of the City, and are allocated in order to aid a business in the hospitality and tourism field that was specifically impacted by the COVID-19 pandemic; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately execute the Grant Agreement with Lake Erie Island Cruises, LLC, and allow the funds to be appropriated and dispersed upon securing the remaining funds pursuant to and in accordance with the Grant Agreement; and

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

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

Section 1. This City Commission authorizes and directs the City Manager to enter into a Grant Agreement with Lake Erie Island Cruises, LLC, for financial assistance to assist with efforts to return the Goodtime I to the Jackson Street Pier, substantially in the same form as Exhibit "A", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Ordinance.

Section 2. This City Commission authorizes and approves the grant funding to Lake Erie Island Cruises, LLC, in an amount **not to exceed** One Hundred Thousand and 00/100 Dollars (\$100,000.00) from the Coronavirus Relief Fund of the City of Sandusky pursuant to and in accordance with the terms and conditions contained in the Grant Agreement.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: July 12, 2021

GRANT AGREEMENT

This Grant Agreement (the "Agreement") is made and entered into as of the _____ day of _____, 2021 between the CITY OF SANDUSKY, OHIO (the "City"), a municipal corporation and political subdivision duly organized and validly existing under the Constitution, its Charter, and the laws of the State of Ohio, and Lake Erie Island Cruises, LLC ("the Company"), an Ohio Limited Liability Company.

WITNESSETH:

WHEREAS, since 2007, Lake Erie Island Cruises, LLC has operated the Goodtime I in Sandusky, OH; and

WHEREAS, the City and the Company entered into a Lease Agreement dated February 20, 2020 (the "Lease Agreement") for use of dock facilities on the Jackson Street Pier in Sandusky; and

WHEREAS, the Goodtime I is a valued local business that brings thousands of people to Sandusky annually; and

WHEREAS, Company operates a business that was directly impacted by the COVID-19 pandemic; and

WHEREAS, the Goodtime I recently needed additional repairs in order to return to operation during the 2021 season (the "Project") at a total cost of \$325,000; and

WHEREAS, the community and citizens of Sandusky have rallied to support the Goodtime and launched efforts to raise funds for the repairs allowing the Goodtime to return to service this year (the "Project"); and

WHEREAS, the City has determined that the Goodtime I and the fulfillment generally of this Agreement are in the vital and best interests of the City and for the health and safety and welfare of its residents, are necessary to improve the economic and general welfare of people of the City, and will aid a business in the tourism, travel, and hospitality industry that was specifically impacted by the COVID-19 pandemic; and

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

Section 1. City Grant.

The City agrees to grant up to \$100,000.00 in the form of a Coronavirus Relief Fund grant to the Company (the "City Grant") toward the costs of the Project, which shall be disbursed upon the completion of the Project. This City Grant shall be disbursed from the Coronavirus Relief Fund (the "Fund"). This City Grant will not exceed the amount stated herein. The City reserves the right to make adjustments to the awarded grant amount, if recommended by City Commission.

This Grant is contingent on Company securing the remainder of the \$325,000 necessary to pay for repairs to the Goodtime I through funding or financing. Company shall notify the City promptly following the securing of the other financing and provide documentation requested by the City confirming the availability of the additional funding. The City shall promptly review those documents and let the

Company know if it has satisfied the conditions set forth in this Section and, if not, describe any deficiencies. In order to receive the City Grant, the Company must secure necessary funds and or financing for the entire amount of the repairs by December 31, 2021. This date may be extended at the discretion of the City Commission.

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

Section 3. Terms and Conditions.

The Company agrees to the following terms and conditions in return for the Grant:

- (a) Company shall provide a business plan to the City within thirty (30) days of the execution of this Agreement;
- (b) The City shall have the use of the Goodtime I at no cost to the City up to three (3) times per year for City events for the calendar years 2022 through 2026;
- (c) Company shall resume paying rent as prescribed in the Lease Agreement starting in 2022;
- (d) Company shall agree to operate the Goodtime I in Sandusky, OH until December 31, 2027; and
- (e) In the event the Company sells the Goodtime I, any successor in interest to the Goodtime I must operate the Goodtime I in Sandusky, OH until December 31, 2027.

Failure to satisfy any or all of the terms and conditions by the Company shall be an event of default. In the event of default by the Company, the City may terminate this Agreement, seek reimbursement of the Grant amount, and may take legal action including, but not limited to, attaching a lien on the Goodtime I in the full amount of the Grant.

Section 2. Authority to Sign.

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

Section 3. Assignment or Transfer.

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

Section 4. Choice of Law.

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

Section 5. Binding Agreement.

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

Section 6. Miscellaneous.

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

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

(ii) TO THE COMPANY: Lake Eire Island Cruises, LLC
c/o Joseph M. Lamb
P.O. Box 60
Sandusky, OH 44870

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

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

SIGNATURES EXECUTED ON THE FOLLOWING PAGE

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

LAKE ERIE ISALND CRUISES LLC
An Ohio limited liability company

Name: Joseph M. Lamb
Title: Member

CITY OF SANDUSKY

Title: City Manager

The legal form of the within instrument
Is hereby approved.

Director of Law
City of Sandusky

CERTIFICATE OF DIRECTOR OF FINANCE

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

Michelle Reeder, Finance Director



Community Development

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

TO: Eric Wobser, City Manager

FROM: Debi Eversole, Community Development Programs Administrator

DATE: June 30, 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 land currently in the City of Sandusky's Land Reutilization Program, that is no longer needed for any municipal purpose located at 936 W. Market Street and further identified by the Auditor as Erie County Parcel No. 59-00466.000.

BACKGROUND INFORMATION: Pursuant to Ordinance No. 07-026 passed June 11, 2007, the City is conducting a Land Reutilization Program in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. The City Commission approved acquisition of the parcel on November 13, 2012 pursuant to Resolution 031-12R and received a Sheriff's Deed on April 5, 2013, through foreclosure for delinquent real estate taxes. Diane and Jeff Corso have requested acquisition of this vacant nonproductive land and the Land Bank Committee approved this sale at their June 7, 2021 meeting.

A condemned residential structure was demolished on this parcel leaving a buildable lot size of approximately 66' x 99'. The Corso's will construct a single family residential structure on the parcel that will be owner occupied.

The property will be sold at Erie County Auditor's Valuation, which is currently ten thousand six hundred and ninety dollars (\$10,690.00) and no less than fair market value.

The sale of the parcel to the Corso's will protect and enhance surrounding property values. Additionally, this vacant non-productive parcel will be put back into tax producing status.

BUDGET IMPACT: The cost associated with this purchase & sale agreement is the total amount of the title search, closing costs, deed preparation, property maintenance and any other customary fees that may be due and payable in the ordinary course of the sale and purchase transaction. The City will recoup the cost of these expenses from the sale and any proceeds of the sale shall be dispersed in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. The taxing districts will begin collecting approximately two hundred dollars (\$200.00) per year in real estate taxes, which will increase after the structure is built.

ACTION REQUESTED: It is requested legislation be adopted allowing the City Manager to enter into a purchase & sale agreement with Jeff and Diane Corso to sell the property no longer needed for any municipal purpose located at 936 W. Market Street, and further identified by the Auditor as Erie County Parcel No. 59-00466.000 for a purchase price of ten thousand six hundred and ninety dollars (\$10,690.00). It is usual and customary to complete the closing of a real estate sale within thirty (30) days, 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.

Debi Eversole,
Community Development Programs Administrator

I concur with this recommendation:

Jonathan Holody
Community Development Manager

Eric L. Wobser,
City Manager

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

ORDINANCE NO. _____

AN ORDINANCE DECLARING THAT CERTAIN REAL PROPERTY OWNED BY THE CITY AS PART OF THE LAND REUTILIZATION PROGRAM IDENTIFIED AS PARCEL NO. 59-00466.000, LOCATED AT 936 WEST MARKET STREET IS NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE AND AUTHORIZING THE EXECUTION OF A PURCHASE 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 936 W. Market Street, Parcel No. 59-00466.000 by Resolution No. 031-12R, passed on November 13, 2012, under said Land Reutilization Program, which property is more specifically described in Exhibit "A" (the "Property") attached to a certain Purchase Agreement, a copy of which is marked Exhibit "1" with respect thereto (the "Purchase Agreement"), which property is no longer needed for any municipal purposes; and

WHEREAS, Jeff and Diane Corso requested to purchase this vacant nonproductive land for the purpose to construct a single-family residential structure with three (3) bedrooms, three (3) bathrooms, attached garage, patio and second floor deck; and

WHEREAS, the purchase price of the property is \$10,690.00, which is the current Erie County Auditor's valuation of the property and is no less than fair market value; and

WHEREAS, the Land Bank Committee met on June 7, 2021, and approved the acquisition and sale of this property to Jeff and Diane Corso; and

WHEREAS, the cost associated with this purchase and sale agreement is the total cost of the title search, closing costs, deed preparation, property maintenance and any other customary fees that may be due and payable in the ordinary course of the purchase and sale transaction and the City will recoup these expenses incurred 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. 59-00466.000, located at 936 W. Market 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 Agreement providing for the sale, pursuant to Section 25 of the Charter of this City, to the Purchasers of the Property at the purchase price set forth in the Purchase 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 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 Purchasers to purchase the Property pursuant to that Purchase 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: July 12, 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 Ave, Sandusky, Ohio hereinafter referred to as the "Seller" and Jeff and Diane Corso, 2075 Cleveland Rd, Sandusky, Ohio 44870 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, one unimproved parcel of real property located at 936 W. Market Street, Sandusky, Ohio, and identified as Erie County Parcel No. 59-00466.000, and more fully described in the legal description marked Exhibit "A" and attached hereto.
2. The total purchase price for the real property located at 936 W. Market Street, Sandusky, Ohio, shall be ten thousand six hundred and ninety dollars (\$10,690.00), which is not less than the fair market value.
3. Seller shall furnish to Purchaser a quit claim deed conveying to Purchaser all of the Seller's interest in the Property. The Property shall be free and clear of the liens, taxes, assessments, penalties and interest prior to the date of closing. Purchaser shall pay all of the taxes and assessments due and payable after the date of closing.
4. Purchaser shall construct one (1) single-family residential dwelling on the Property in accordance with the plans attached hereto and incorporated herein as Exhibit "B", which shall be owner occupied. Completion of construction shall occur within twelve (12) months from the date Purchaser acquires title. If the Purchaser fails to complete construction within twelve (12) months from the date Purchaser acquires title, 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 twelve (12) additional months may be granted by the Land Bank Committee upon written request from the Purchaser prior to the original twelve (12) month deadline.
5. The closing date of this transaction shall be no later than August 31, 2021 or at such other time as may be mutually agreed upon, in writing, by the parties. The escrow agent herein shall be Hartung Title Agency, 327 E. Washington Street, Sandusky, Ohio 44870. All funds and documents required to close this transaction shall be deposited with said escrow agent on or before the closing date. An executed counterpart of this Agreement shall be deposited with the escrow agent by the Seller and this Agreement shall serve as the escrow instructions. The escrow agent may attach its standard conditions of acceptance thereto; provided, however, that in the event such standard conditions are inconsistent or in conflict with the terms of this Agreement, this Agreement shall control.

6. The Seller and the Purchaser represent that no real estate broker or agent was involved in this transaction and that no brokerage fees, commissions, or other compensation is due any real estate broker or agent because of this transaction.
7. On the closing date, the escrow agent shall file for record the deeds, and other instruments, if any, required to be recorded pursuant to this Agreement and thereupon deliver to each of the parties, the funds and documents to which they shall be respectively entitled, together with its escrow statement.
8. The expenses of closing shall be paid in the following manner:
 - a) The cost of securing a title insurance commitment and policy of insurance shall be paid by Purchaser.
 - b) 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.
 - c) Each party hereto shall be responsible for their own attorney fees relating to this Agreement and its implementation.
 - d) The cost of transfer and recording of the deed shall be paid by Purchaser.
 - e) Any tax imposed on the conveyance of title to the property to Purchaser shall be paid by Purchaser.
 - f) Any fee charged by the escrow agent shall be equally shared between the Seller and the Purchaser.
9. Purchaser shall be entitled to possession of the Property upon the closing of this transaction.
10. The Purchaser has examined the Property, has had the opportunity to fully inspect and ask questions about conditions of the same, and acknowledges that they are accepting the Property "AS IS" subject to no warranties as of the date of the execution of this Agreement and that there have been no representations by the Seller as to the condition of this property.
11. In the event that the Purchaser breaches this Agreement by not closing this transaction on or before August 31, 2021, earnest money deposited, if any, shall be immediately paid to the Seller, which payment may be treated as liquidated damages (the precise amount of damages being difficult or impossible to ascertain).
12. This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof, and no agreements or understandings nor any representations concerning the same shall be binding upon the parties unless specifically set forth herein.
13. This Agreement 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.
14. This Agreement shall be binding upon and inure to the benefit of Seller and Purchaser and their respective heirs, legal representative, and assigns.

SIGNATURE PAGES TO FOLLOW

PURCHASER:

Jeff Corso

Diane Corso

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 Jeff Corso and Diane Corso and acknowledged their execution of the foregoing instrument and that the same is their voluntary act and deed.

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

NOTARY PUBLIC

Approved as to Form:

Brendan Heil (#0091991)
Law Director
City of Sandusky

EXHIBIT A

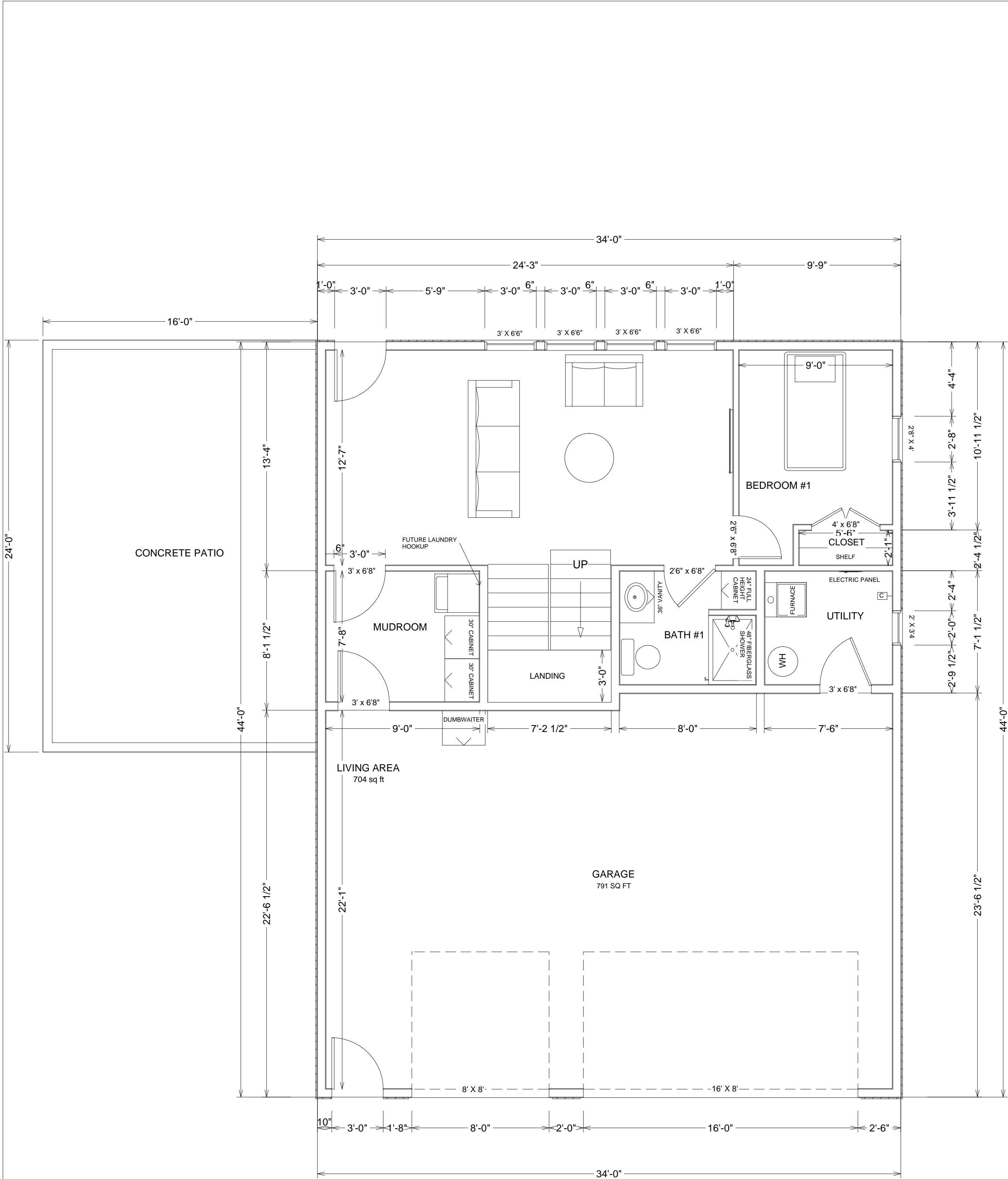
Situated in the City of Sandusky, County of Erie and State of Ohio: Known as being the west one-third (1/3) of Lot Number Ten (10) and the north one-half (1/2) of the west one-third (1/3) of Lot Number Twelve (12) McDonough Street.

Property Address: 936 Market St., Sandusky, OH 44870

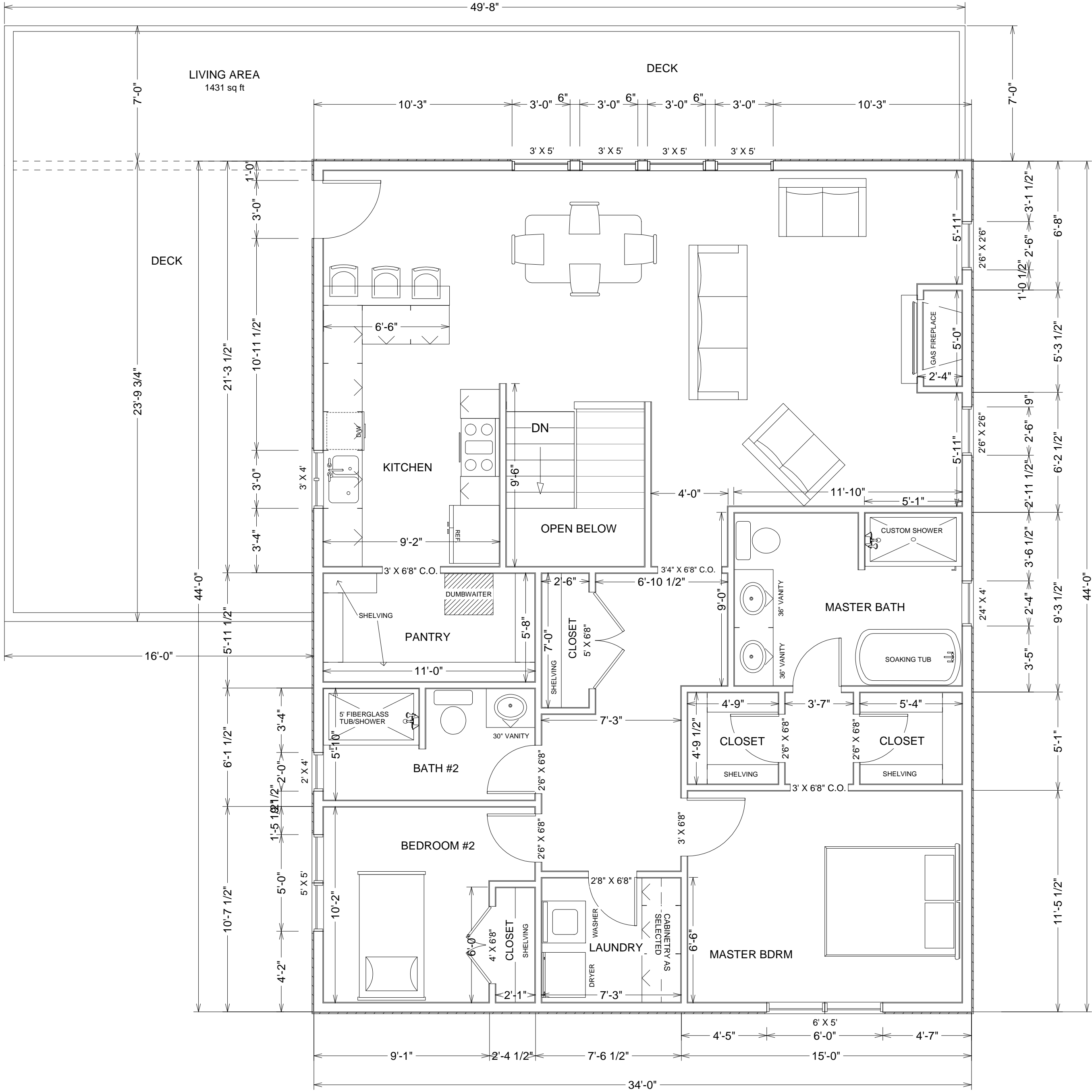
Tax ID No.: 59-00466.000

DRAFT

FIRST FLOOR PLAN



SECOND FLOOR PLAN



HOUSE FOR:

JEFF & DIANE CORSO
936 W. MARKET ST.
SANDUSKY, OHIO 44870

REVISIONS:

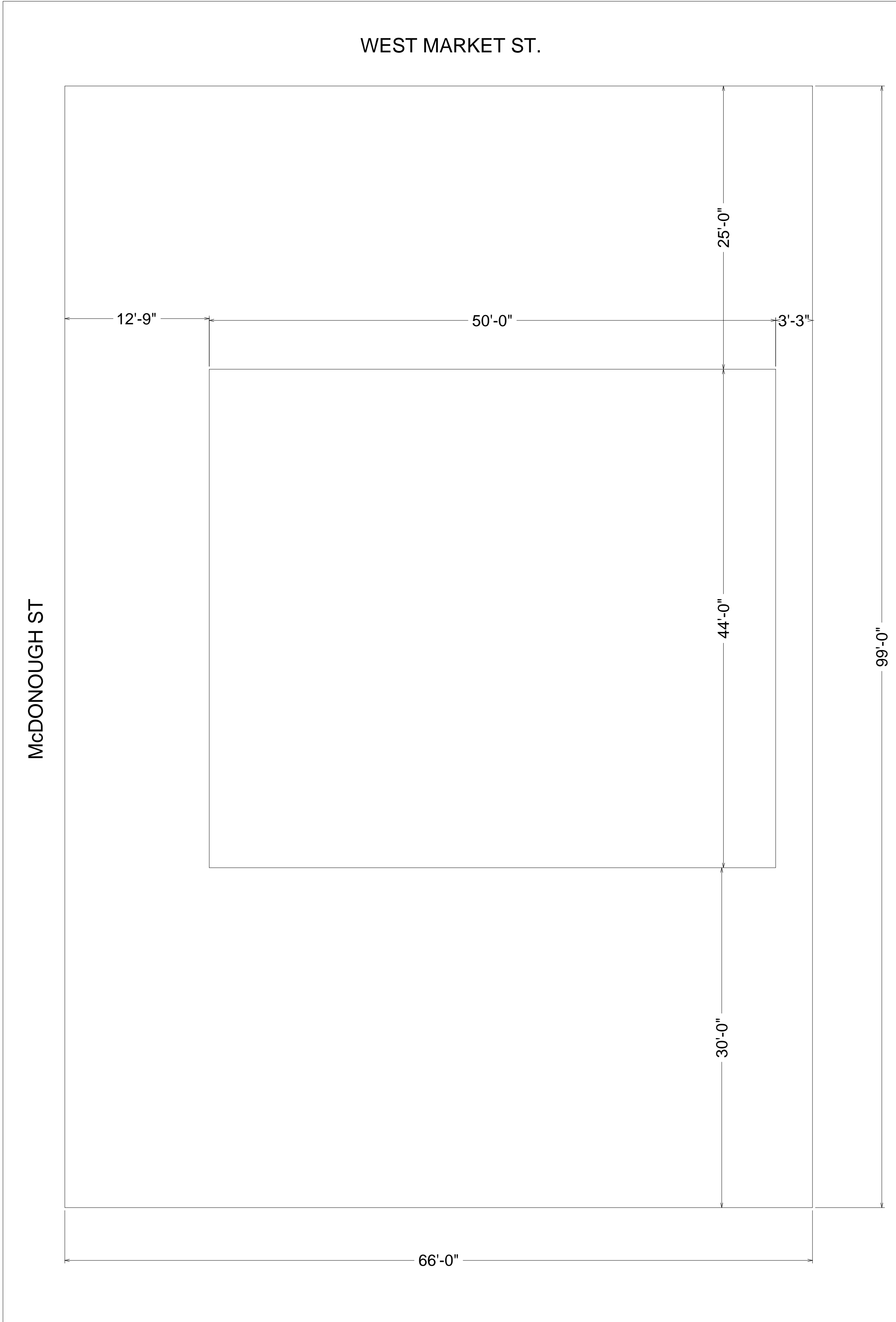
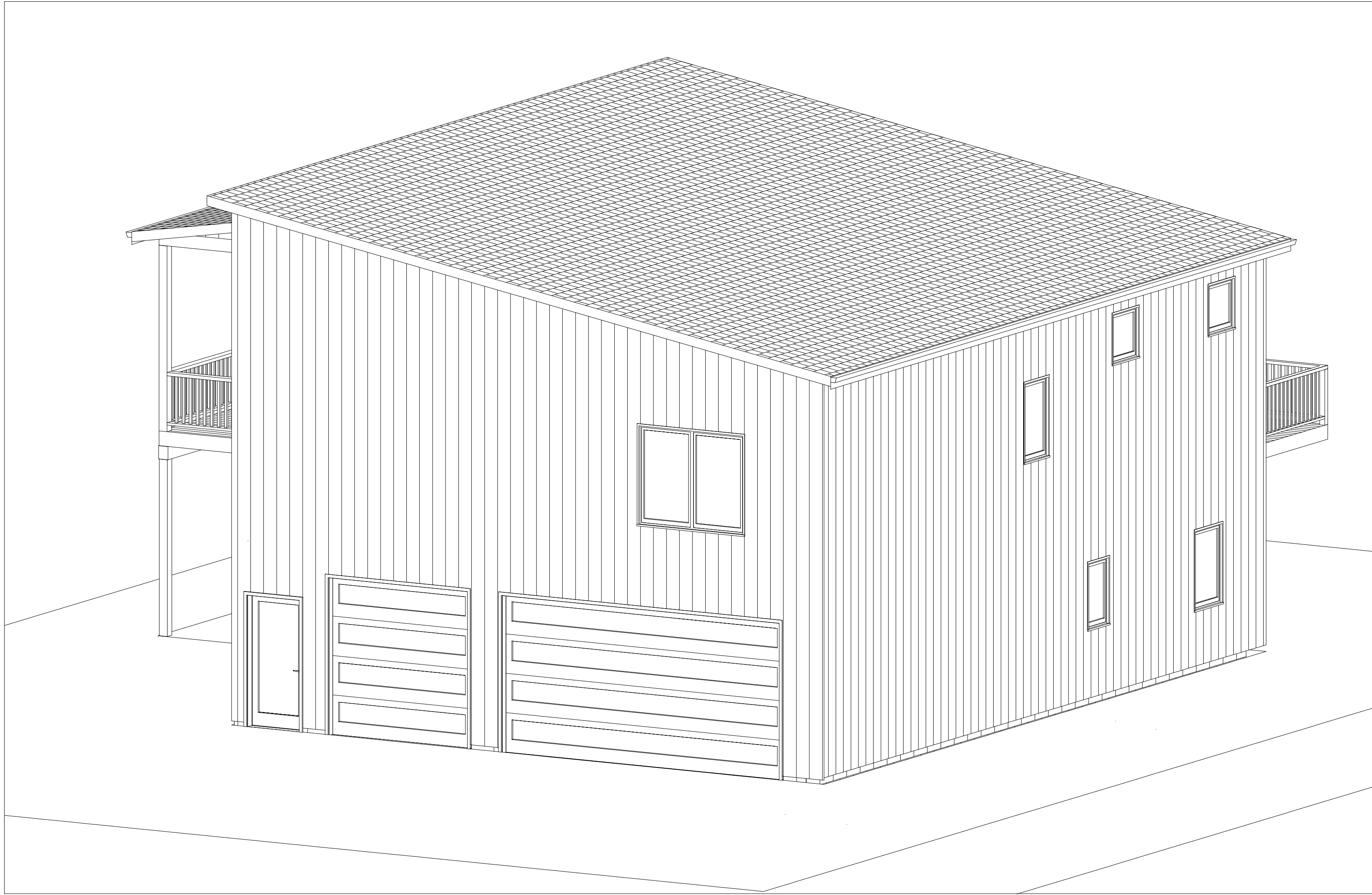
RAYMOND J. SCHAEFER, INC.
GENERAL BUILDING CONTRACTOR
1437 SYCAMORE LINE SANDUSKY, OHIO 44870
PH: (419) 625-2668 FAX: (419) 625-2468

DATE: 5/24/21

DRAWN BY:
GAS JR.

SHEET #: 2

SCALE: 1/4" = 1'

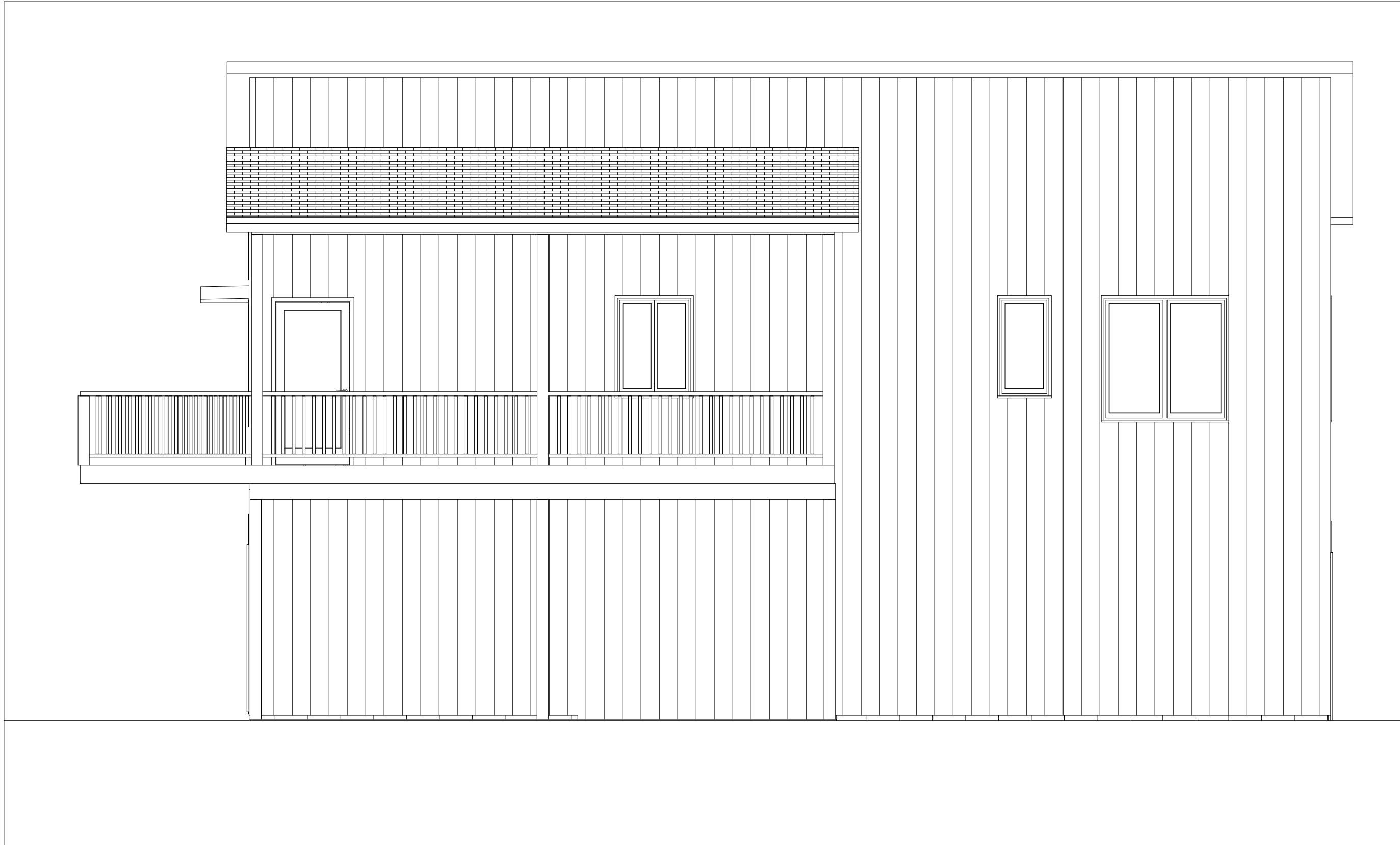
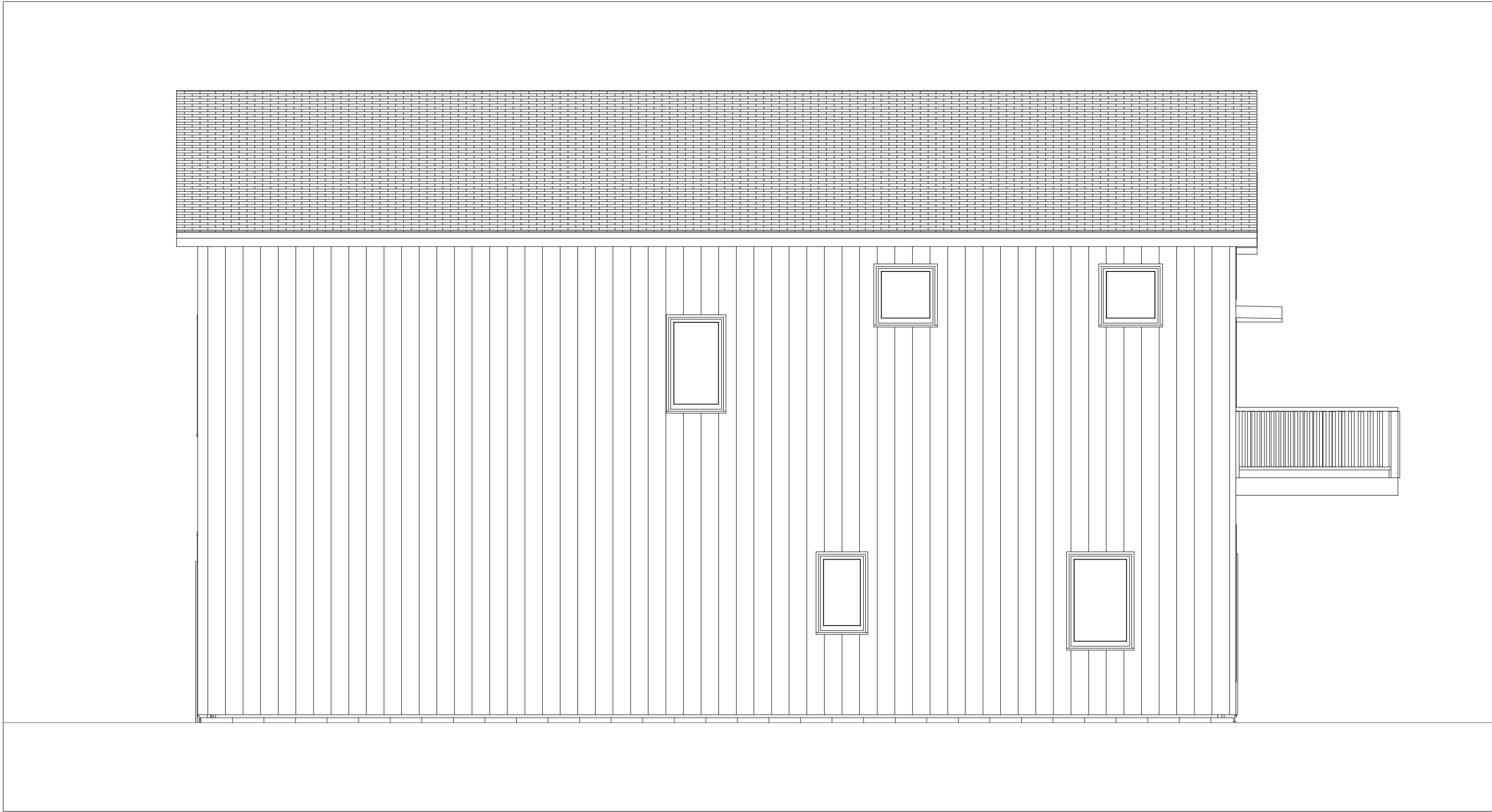


RAYMOND J. SCHAEFER, INC.
GENERAL BUILDING CONTRACTOR
1437 SYCAMORE LINE SANDUSKY, OHIO 44870
PH: (419) 625-2668 FAX: (419) 625-2468

HOUSE FOR:
JEFF & DIANE CORSO
936 W. MARKET ST.
SANDUSKY, OHIO 44870

DATE: 5/24/21
DRAWN BY:
GAS JR.
SHEET #: 3
SCALE: 1/4" = 1'

REVISIONS:



REVISIONS:

HOUSE FOR:

JEFF & DIANE CORSO
936 W. MARKET ST.
SANDUSKY, OHIO 44870

DATE: 5/24/21

DRAWN BY:
GAS JR.

SHEET #: 4

SCALE: 1/4" = 1'

RAYMOND J. SCHAEFER, INC.
GENERAL BUILDING CONTRACTOR
1437 SYCAMORE LINE SANDUSKY, OHIO 44870
PH: (419) 625-2668 FAX: (419) 625-2468



Community Development

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

To: Eric Wobser, City Manager
From: Debi Eversole, Community Development Programs Administrator
Date: June 30, 2021
Subject: Commission Agenda Item – Permission to Bid CDBG FY21 Demolition Project #1

Item for Consideration: Resolution of necessity for permission to bid the asbestos abatement and demolition of three (3) city-owned properties that surround Churchwell Park, (herein referred to as the “Properties”).

- 2132 Parkview Boulevard, permanent parcel no. 58-00328.000 – vacant 4-unit structure
- 1501 S. Forest Drive, permanent parcel no. 58-01925.000 – vacant 2-unit structure
- 2111 Parkview Boulevard, permanent parcel no. 58-00976.000 – vacant 4-unit structure

Background Information: On October 16, 2020, the City of Sandusky purchased 2132 Parkview Boulevard from William Frye and Kayoko Irie-Frye. This is a condemned 4-unit structure that sits on .34 acre of land.

On November 4, 2020, the City of Sandusky purchased 1501 S. Forest Drive from A&M Williams Properties, LLC. This is a vacant 2-unit structure that sits on .12 acre of land.

On May 27, 2021, the City of Sandusky purchased 2111 Parkview Boulevard from Joshua Losey. This is a vacant 4-unit structure with fire damage that sits on .36 acre of land.

The City now desires to immediately move forward with the process to abate and demolish the Properties so as to minimize the length of time the Properties will sit vacant and be subjected to illegal entry and vandalism.

Therefore, City staff is requesting permission to bid out the asbestos abatement and demolition of the Property. If approved, the City will first complete the environmental review process through the State Historic Preservation Office and then subsequently seek proposals from firms to complete an asbestos survey to be used as part of the demolition bidding process.

Budgetary Information: The total estimated cost for this project including advertising and miscellaneous expenses is anticipated to exceed \$10,000. After receipt and review of bids, staff will present to City Commission a recommendation to enter into a contract with the firm that provided the lowest and best bid for the demolition. The source to cover the expense of the demolition and asbestos abatement will be FY21 Community Development Block Grant dollars.

Action Requested: It is requested that the proposed CDBG FY21 Demolition Project #1 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 continue to implement the City’s efforts towards blight elimination in the interest of the health and safety and general welfare of the citizens of Sandusky.

Debi Eversole
Community Development Programs Administrator

I concur with this recommendation:

Jonathan Holody
Community Development Director

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

CERTIFICATE OF FUNDS

In the Matter of: CDBG FY21 Demolition Project #1

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

Account # 241-4447-53000

By: _____



Michelle Reeder

Finance Director

Dated: 7/8/2021

RESOLUTION NO. _____

A RESOLUTION DECLARING THE NECESSITY FOR THE CITY TO PROCEED WITH THE PROPOSED CDBG FY21 DEMOLITION PROJECT #1; AND DIRECTING THE CITY MANAGER TO ADVERTISE FOR AND RECEIVE BIDS IN RELATION THERETO; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the proposed CDBG FY21 Demolition Project #1 involves asbestos abatement and demolition of three (3) City-owned residential structures which are vacant and blighted; and

WHEREAS, this City Commission approved the acquisition of a vacant 4-unit structure located at 2132 Parkview Boulevard by Ordinance 20-124, passed on August 24, 2020, and the property was purchased on October 16, 2020; and

WHEREAS, this City Commission approved the acquisition of a vacant 2-unit structure located at 1501 S. Forest Drive by Ordinance 20-141, passed on September 28, 2020, and the property was purchased on November 4, 2020; and

WHEREAS, this City Commission approved the acquisition of a vacant 4-unit structure located at 2111 Parkview Boulevard by Ordinance 21-061, passed on April 26, 2021, and the property was purchased on May 27, 2021; and

WHEREAS, the total estimated cost for this project including advertising and miscellaneous expenses is anticipated to exceed \$10,000.00 and these costs will be paid with FY21 Community Development Block Grant (CDBG) funds; and

WHEREAS, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to bid the project, obtain competitive bids, and complete the project to continue to implement the City's efforts towards blight elimination in the interest of the health and safety and general welfare of the citizens of Sandusky; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Department of Community Development, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio, finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Resolution** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter 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 approves of the proposed CDBG FY21 Demolition Project #1.

Section 2. This City Commission hereby declares it necessary to proceed with the proposed CDBG FY21 Demolition Project #1 at the earliest possible time.

Section 3. The City Manager is authorized and directed to advertise for and to receive bids in relation to the proposed CDBG FY21 Demolition Project #1 as required by law.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: July 12, 2021



240 Columbus Avenue

Sandusky, Ohio 44870

419.621.8462

www.ci.sandusky.oh.us

TO: Eric Wobser, City Manager

FROM: Thomas Horsman, Transit Administrator

DATE: June 30, 2021

SUBJECT: First Transit Transportation Services Contract Third Amendment

ITEM FOR CONSIDERATION: Legislation requesting approval for the City Manager to enter into a contract amendment to revise transportation service rates between the City of Sandusky and First Transit, Inc beginning July 18th, 2021 through March 31, 2022.

BACKGROUND INFORMATION: The Sandusky Transit System (STS) proposes to amend the existing contract with First Transit, Inc. to increase the service rates to allow for a \$1.50 per hour wage increase for all drivers and hourly staff positions. This is due to an extreme shortage of bus drivers and the lack of qualified applicants for open positions. Raising the hourly rate of Sandusky Transit bus drivers by \$1.50 will make the wages more competitive with the hope of attracting more qualified applicants to meet the needs of the Sandusky Transit System.

BUDGET IMPACT: The contract amendment would increase the cost per vehicle hour of service from \$32.21 to \$35.04 and increase the fixed fee per month from \$29,064.50 to \$30,866.83. Based upon 69,625 vehicle hours of service, the total adjusted cost increase for the period of July 18, 2021 through the end of the contract date of March 31, 2022 would be approximately \$100,205.57.

ACTION REQUESTED: It is requested that the First Transit Contract Addendum be approved, and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to immediately execute the amendment and allow the City to increase service rates with First Transit to become effective on July 18, 2021.

I concur with this recommendation:

Eric Wobser
City Manager

Jonathan Holody
Director of Community Development

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

CERTIFICATE OF FUNDS

In the Matter of: Amendment to First Transit Contract

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 # 218-6821-53000, 218-6821-53423

By: _____



Michelle Reeder

Finance Director

Dated: 7/8/2021

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A THIRD AMENDMENT TO THE TRANSPORTATION SERVICES AGREEMENT BETWEEN THE CITY OF SANDUSKY AND FIRST TRANSIT, INC., OF CINCINNATI, OHIO, IN RELATION TO THE SANDUSKY TRANSIT SYSTEM; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City of Sandusky is the designated recipient of Federal Transportation Administration (FTA) funding under Chapter 49, Section 5307 of the Code of Federal Regulations and the Sandusky Transit System serves the residents within the City of Sandusky, and Erie County; and

WHEREAS, the City Commission approved a Transportation Services Agreement with First Transit, Inc., in relation to the Sandusky Transit System by Ordinance No. 17-045, passed on February 27, 2017, which was effective April 1, 2017; and

WHEREAS, the City Commission approved a First Amendment to the Transportation Services Agreement with First Transit, Inc., in relation to the Sandusky Transit System by Ordinance No. 19-021, passed on February 11, 2019, to expand service hours, routes and schedules, and rates by offering Sunday service on the Blue Line, along with the creation of a Yellow Line to operate from April 1 through November 1 of each year; and

WHEREAS, this City Commission approved a Second Amendment to the Transportation Services Agreement with First Transit, Inc., in relation to the Sandusky Transit System by Ordinance No. 19-218, passed on December 20, 2019, to expand service hours, routes and schedules, and rates to provide a greater service to transit riders and included the creation of an Orange route connecting Sandusky with BGSU Firelands campus; and

WHEREAS, due to an extreme shortage of bus drivers and lack of qualified applicants for open positions, the City and First Transit, Inc. desire to amend the Transportation Services Agreement to allow for a \$1.50 per hour wage increase for all drivers and hourly staff positions to be more competitive and attract more qualified applicant to meet the needs of the Sandusky Transit System; and

WHEREAS, this proposed third amendment will increase the Cost Per Vehicle Hour of Services from \$32.21 to \$35.04 and increase the Fixed Fee Per Month from \$29,064.50 to \$30,866.83 for a total adjusted cost increase of approximately \$100,205.57 for the period of July 18, 2021, through March 31, 2022, and the additional costs will be paid with Transit Funds and reimbursed through increased grant funding through the ODOT 5311, 5339, and OTP2 programs, contract revenue, passenger fares, General Funds, and CARES Act Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately execute the Third Amendment and allow the increased service rates to become effective July 18, 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 Sandusky Transit System, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. This Commission hereby approves the Third Amendment to Transportation Services Agreement between the City of Sandusky and First Transit, Inc., and authorizes and directs the City Manager to execute the Third Amendment to Transportation Services Agreement on behalf of the City in substantially in the same form as reflected in Exhibit "1" which is attached and specifically incorporated as if fully rewritten herein together with such revisions or additions as are approved by the Law Director as not being substantially adverse to the City and being consistent with the objectives and requirements of this Ordinance and with carrying out the City's public purposes.

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

Section 3. This 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: July 12, 2021

**THIRD AMENDMENT TO TRANSPORTATION SERVICES AGREEMENT BETWEEN CITY OF
SANDUSKY AND FIRST TRANSIT**

THIS AMENDMENT is made and entered into as of the ____ day of _____, 2021 by and between THE CITY OF SANDUSKY, with principle offices at 240 Columbus Avenue, Sandusky OH 44870 (the “City”) and First Transit, Inc. with its national headquarters at 600 Vine Street, Suite 1400, Cincinnati, OH 45202 and local business offices for purposes of this Agreement located at 2581 Washington Road, Suite 223, Pittsburgh PA 15241 (“FT” and, collectively, the “Parties”).

WITNESSETH

WHEREAS, effective March 31, 2017, the City and FT made and entered into a Transportation Services Agreement for the operation of the Sandusky Transit System in Sandusky, Ohio (the “Transportation Services Agreement”); and

WHEREAS, effective February 1, 2019, the City and FT amended the Transportation Services Agreement (the “First Amendment”); and

WHEREAS, effective December 20, 2019, the City and FT further amended the Transportation Services Agreement (the “Second Amendment”); and

WHEREAS, the Parties desire to amend certain portions of the Transportation Services Agreement to allow for a \$1.50 per hour wage increase for all drivers and hourly staff positions;

NOW, THEREFORE, the Parties mutually agree as follows:

1. **RATES: Exhibit C Rates** shall be amended as follows to reflect the following rate changes:

Effective Date July 18, 2021

Cost Per Vehicle Hour of Service \$35.04

Fixed Fee Per Month \$30,866.83

The revised cost summary pages of the Transportation Services Agreement detailing the above rates are hereby incorporated into and attached hereto as **Attachment A**.

2. **NOTICE TO PARTIES** All notices to be given by the parties to the Transportation Services Agreement shall be in writing and serviced by depositing same in the United States Mail, certified mail.

Notices to THE CITY shall be addressed to:

City of Sandusky
Attention: Thomas Horsman, Transit Administrator
240 Columbus Avenue
Sandusky, OH 44870

With a copy to:

City of Sandusky
Attention: Brendan Heil, Law Director
240 Columbus Avenue
Sandusky, OH 44870

Notices to FT shall be addressed to:

General Counsel
FirstGroup America, Inc.
600 Vine Street
Suite 1400
Cincinnati, OH 45202

Except as amended herein, all other terms and conditions of the Transportation Services Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment has been signed and executed in duplicate on behalf of the Parties hereto by persons duly authorized on the day and year first written above.

THE CITY OF SANDUSKY

FIRST TRANSIT, INC.

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

ATTEST:

By: _____

By: _____

Attachment A					
Current Pricing Per Second Amendment to Contract					
Executed December 20, 2019					
OPTION 2 PRICING - Blue & Yellow routes running 5AM to 12AM					
Blue route running every 1/2 hour, 7 days per week					
Yellow route running every hour, 7 days per week					
Green, Purple and Orange routes running 6AM to 10PM					
Green and Purple routes running every hour, 6 days per week (no Sunday svc)					
Orange route running every hour - Monday thru Friday only					
Red route running every hour, from 6AM to 10PM, 7 days per week					
COST SUMMARY FOR YEAR		2019	2020	2021	
Revised Prices Effective		1/1/2020	4/1/2020	4/1/2021	
ASSUMPTIONS:					
VEHICLE HOURS OF SERVICE		69,625	69,625	69,625	
VEHICLE MILES OF SERVICE		1,038,141	1,038,141	1,038,141	
PASSENGER TRIPS		200,000	200,000	200,000	
FAREBOX REVENUE		\$200,000	\$200,000	\$200,000	
Fixed Fee Per Month		\$30,123.17	\$28,420.67	\$29,064.50	
Annual Fixed Fee		\$361,478.04	\$341,048.04	\$348,774.00	
Cost Per Vehicle Hour of Service		\$29.14	\$31.09	\$32.21	
Annual Cost Per Vehicle Service Hours		\$2,028,873	\$2,164,641	\$2,242,621	
Total Cost		\$2,390,351	\$2,505,689	\$2,591,395	
Current Pricing Per Second Amendment to Contract					
Cost Detail					
COST SUMMARY FOR YEAR		2019	2020	2021	
ASSUMPTIONS:					
VEHICLE HOURS OF SERVICE		69,625	69,625	69,625	
VEHICLE MILES OF SERVICE		1,038,141	1,038,141	1,038,141	
PASSENGER TRIPS		200,000	200,000	200,000	
FAREBOX REVENUE		\$200,000	\$200,000	\$200,000	
VARIABLE EXPENSES					
DISPATCHING		2.60	2.64	2.69	
ROAD SUPERVISOR		0.58	0.60	0.61	
DRIVERS		17.19	18.33	18.98	
FRINGE BENEFITS		5.23	5.78	6.07	
INSURANCE		1.12	1.14	1.16	
CORPORATE SUPPORT		1.16	1.24	1.28	
FEE (PROFIT)		1.16	1.24	1.28	
SAFETY/TRAINING EXPENSES		0.10	0.12	0.12	
VARIABLE EXPENSES PER HOUR		\$29.14	\$31.09	\$32.21	
TOTAL VARIABLE EXPENSES		\$2,028,873	\$2,164,641	\$2,242,621	
FIXED EXPENSES					
MANAGEMENT (GM and Ops Mgr)		146,182	149,105	152,087	
MAINTENANCE (Bus Shelter Cleaner)		5,253	5,253	5,253	
FRINGE BENEFITS		38,903	41,362	42,863	
OFFICE SUPPLIES		8,250	8,456	8,667	
OPERATIONS EXPENSES		36,761	37,765	38,874	
CUSTODIAL		2,522	2,585	2,649	
MISCELLANEOUS*		36,818	37,729	38,664	
TAXES		4,455	4,656	4,865	
CORPORATE SUPPORT		14,710	13,871	14,182	
FEE (PROFIT)		14,710	13,871	14,182	
DEPRECIATION		21,569	21,778	21,778	
START UP EXPENSE		26,821	-	-	
VEHICLE LICENSE FEES		4,526	4,616	4,709	
TOTAL FIXED EXPENSES		\$361,478	\$341,048	\$348,774	
TOTAL ANNUAL COST		\$2,390,351	\$2,505,689	\$2,591,395	

Revised Pricing Submitted June 18, 2021							
Same Service Levels as Second Amendment							
Increase Driver and Hourly Staff Wages \$1.50 Per Hour							
COST SUMMARY FOR YEAR			<u>2019</u>	<u>2020</u>	<u>2021</u>		
Revised Prices Effective			<u>1/1/2020</u>	<u>4/1/2020</u>	<u>4/1/2021</u>		
ASSUMPTIONS:							
VEHICLE HOURS OF SERVICE			69,625	69,625	69,625		
VEHICLE MILES OF SERVICE			1,038,141	1,038,141	1,038,141		
PASSENGER TRIPS			200,000	200,000	200,000		
FAREBOX REVENUE			\$200,000	\$200,000	\$200,000		
Fixed Fee Per Month			\$30,123.17	\$28,420.67	\$30,866.83		
Annual Fixed Fee			\$361,478.04	\$341,048.04	\$370,401.96		
Cost Per Vehicle Hour of Service			\$29.14	\$31.09	\$35.04		
Annual Cost Per Vehicle Service Hours			\$2,028,873	\$2,164,641	\$2,439,660		
Total Cost			\$2,390,351	\$2,505,689	\$2,810,062		
Cost Increase			\$0	\$0	\$218,667	X	
X	This is annualized calculation, as change would be effective 7/4/21 would not impact entire year. Also trip counts remain down due to COVID and driver shortage, currently only running about 85% of planned service hours.						
	Adjusted Cost Increase Contract Year 2021						
	Increase Does Not Impact Apr, May & Jun				\$49,259.69		
	Anticipate reduced service hours through Aug				\$60,991.50		
Total adjusted cost increase Contract year 2021					<u>\$108,415.52</u>		

<i>Revised Pricing Submitted June 18, 2021</i>					
Cost Detail					
COST SUMMARY FOR YEAR			2019	2020	2021
ASSUMPTIONS:					
VEHICLE HOURS OF SERVICE			69,625	69,625	69,625
VEHICLE MILES OF SERVICE			1,038,141	1,038,141	1,038,141
PASSENGER TRIPS			200,000	200,000	200,000
FAREBOX REVENUE			\$200,000	\$200,000	\$200,000
VARIABLE EXPENSES					
DISPATCHING			2.60	2.64	2.86
ROAD SUPERVISOR			0.58	0.60	0.62
DRIVERS			17.19	18.33	20.91
FRINGE BENEFITS			5.23	5.78	6.51
INSURANCE			1.12	1.14	1.16
CORPORATE SUPPORT			1.16	1.24	1.41
FEE (PROFIT)			1.16	1.24	1.41
SAFETY/TRAINING EXPENSES			0.10	0.12	0.16
VARIABLE EXPENSES PER HOUR			\$29.14	\$31.09	\$35.04
TOTAL VARIABLE EXPENSES			\$2,028,873	\$2,164,641	\$2,439,660
FIXED EXPENSES					
MANAGEMENT (GM and Ops Mgr)			146,182	149,105	152,087
MAINTENANCE (Bus Shelter Cleaner)			5,253	5,253	21,321
FRINGE BENEFITS			38,903	41,362	46,286
OFFICE SUPPLIES			8,250	8,456	8,667
OPERATIONS EXPENSES			36,761	37,765	39,095
CUSTODIAL			2,522	2,585	2,649
MISCELLANEOUS			36,818	37,729	38,664
TAXES			4,455	4,656	4,865
CORPORATE SUPPORT			14,710	13,871	15,140
FEE (PROFIT)			14,710	13,871	15,140
DEPRECIATION			21,569	21,778	21,778
START UP EXPENSE			26,821	-	-
VEHICLE LICENSE FEES			4,526	4,616	4,709
TOTAL FIXED EXPENSES			\$361,478	\$341,048	\$370,402
TOTAL ANNUAL COST			\$2,390,351	\$2,505,689	\$2,810,062



DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager
From: Joshua R. Snyder, P.E.
Date: June 30, 2021
Subject: **Commission Agenda Item – Digester Clean out bid award**

ITEM FOR CONSIDERATION: Requesting legislation authorizing the awarding of a contract bid to have the Wastewater Treatment Plant (WWTP) Primary Digester #1 cleaned out.

BACKGROUND INFORMATION: Primary Digester #1 is in need of routine cleaning to be performed. This is done on a regular basis to prevent the sludge material from building up to the point of rendering the digester unusable. The bid is to empty and properly dispose of sludge built up within the digester that cannot be removed by City staff or equipment. This project included an alternate bid in the event of sludge material that cannot be accepted at the Plant and would need hauled to the landfill. Resolution #005-21R (3-8-21) approved the necessity for and the public bidding of this work. The engineer's estimate for this project was \$63,900. The 4 following bids were received on 6/22 and opened publicly:

BIDDER	LOCATION	BID AMOUNT	BONDING
Midwest Composting	Clyde, OH	\$ 95,950.00	100% Bid
Jordan Services LLC	Zanesville, OH	\$ 57,300.00	100% Bid
Burch Hydro Inc.	Fredricktown OH	\$ 43,456.62	100% Bid
Romesburg Trucking, Inc	Rockwood, PA	\$ 59,000.00	100% Bid

Therefore, Burch Hydro, Inc. is the lowest and best bid and being recommended for award of this contract. Burch Hydro also performed the previous digester (#2) cleaning project and is familiar with our plant facility and typical sludge they will be dealing with.

BUDGETARY INFORMATION: The total cost for this cleanout work is \$43,456.62, which includes the alternate bid, and will be paid from the Sewer Fund.

ACTION REQUESTED: It is requested that legislation be approved for the expenditure of funds for the digester #1 cleanout project and enter in to a contract with Burch Hydro, Inc. of Fredricktown, Ohio and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to allow the contractor time to complete the project by the deadline of October 1, 2021.

I concur with this recommendation:

Eric Wobser
City Manager

Aaron M. Klein, P.E.
Director

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

CERTIFICATE OF FUNDS

In the Matter of: Burch Hydro- Digester Clean out award

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

Account # 613-5420-53000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 7/8/2021

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH BURCH HYDRO INC. OF FREDERICKTOWN, OHIO, FOR THE 2021 WASTEWATER TREATMENT PLANT (WWTP) DIGESTER #1 CLEANOUT PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Wastewater Treatment Plant generates biosolids called sludge cake, along with other dewatered and compressed solid byproducts, during daily operations and these byproducts build up inside the Digesters which break down the waste; and

WHEREAS, the 2021 WWTP Digester #1 Cleanout Project provides for preventative maintenance and involves the removal of Class B Biosolids (sludge cake) and dewatered combined material from the #1 Digester at the Wastewater Treatment Plant and cleaning of the Digester and additionally includes an alternate bid for the disposal of sludge material to the Erie County landfill in accordance with environmental regulations, in the event that some of the material cannot be disposed of at the Wastewater Treatment Plant; and

WHEREAS, this City Commission declared the necessity for the City to proceed with the 2021 WWTP Digester #1 Cleanout Project by Resolution No. 005-21R, passed on March 8, 2021; and

WHEREAS, upon public competitive bidding as required by law four (4) appropriate bids were received and the bid from Burch Hydro Inc. of Fredericktown, Ohio, was determined to be the lowest and best bid; and

WHEREAS, the total cost for this work, including the Alternate bid, is \$43,456.62 and will be paid with Sewer Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to allow the contractor to complete the project by the completion deadline of October 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 a contract with Burch Hydro Inc., of Fredericktown, Ohio, for the 2021 WWTP Digester #1 Cleanout Project in an amount **not to exceed** Forty Three Thousand

Four Hundred Fifty Six and 62/100 Dollars (\$43,456.62) consistent with the bid submitted by Burch Hydro Inc., of Fredericktown, Ohio, currently on file in the office of the Director of Public Works.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: July 12, 2021



DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5829

www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Joshua R. Snyder, P.E.

Date: June 30, 2021

Subject: Commission Agenda Item – Award the HVAC System Replacement at Fire Station #7

ITEM FOR CONSIDERATION: Legislation awarding a contract to Hohler Furnace & Sheet Metal, Inc., of Sandusky, Ohio for the HVAC System Replacement at Fire Station #7 Project.

BACKGROUND INFORMATION: This project's justification and permission to bid was approved through Resolution #008-21R, approved March 8, 2021.

Work specifics include replacing duct work as necessary, installation of new grates/vents, new heating unit, new AC condenser unit, an air filtration/purification system to eradicate airborne viruses (specifically COVID-19) and all related electrical and plumbing to complete this. Collateral to this project, the suspended ceiling tile system and blow-in insulation will be damaged while installing the new system and will need replaced also.

The following bid was received on Tuesday, June 29, 2021, at a formal bid opening:

Hohler Furnace & Sheet Metal, Inc.	Base Bid	\$18,450.00
Sandusky, OH	Alternate #1	\$650.00
10% Cashier Check	Alternate #2	\$15,525.00

The base bid and alternate amount was within the engineer's estimate of \$47,000, including the Alternate items, so we are recommending awarding the both alternates, in addition to the base bid be awarded. One alternate is for the COVID eradication filter system, the other alternate is to replace the deteriorated "drop" ceiling system throughout the station, which will be collaterally damaged by this work, and the running of new duct work overhead.

The contractual schedule for completion of construction is Wednesday, November 24, 2021.

BUDGETARY INFORMATION: The cost of construction estimated to be \$34,625.00 and shall be paid with Community Development Block Grant – COVID 19 (AKA CDBG-CV) funds. These funds may ONLY be utilized for Public facility upgrades, supplies and PPE to prevent the spread of COVID 19. In this instance we are proposing these funds be utilized for a public facility safety upgrade, to prevent the spread of the COVID-19 virus at Fire Station #7.

ACTION REQUESTED: It is recommended that the proper legislation be approved awarding a contract to Hohler Furnace & Sheet Metal, Inc., in the amount not to exceed \$34,625.00 for the HVAC System Replacement at Fire Station #7 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 award the project and have it installed and operational before the winter heating season and prior to the completion date of November 24, 2021.

I concur with this recommendation:

Eric Wobser
City Manager

Aaron Klein
Director of Public Works

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

CERTIFICATE OF FUNDS

In the Matter of: HVAC SYSTEM REPLACEMENT

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

Account # 241-4447-53000

By: _____

Michelle Reeder

Michelle Reeder

Finance Director

Dated: 7/8/2021

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH HOHLER FURNACE & SHEET METAL, INC. OF SANDUSKY, OHIO, FOR THE HVAC SYSTEM REPLACEMENT AT FIRE STATION #7 PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the existing heating and cooling system at Fire Station #7, located at 3816 Venice Road, has been problematic for some time and the original in-floor ductwork from 1969 has deteriorated to the point of non-repair; and

WHEREAS, the HVAC System Replacement at Fire Station #7 Project involves replacing duct work as necessary, installation of new grates/vents, new heating unit, new AC condenser unit and includes two (2) alternate bids for a COVID eradication filter system and replacing the deteriorated suspended ceiling system that will be unavoidably damaged during installing of the new system; and

WHEREAS, this City Commission declared the necessity for the City to proceed with the proposed HVAC System Replacement at Fire Station #7 Project by Resolution No. 008-21R, passed on March 8, 2021; and

WHEREAS, upon public competitive bidding as required by law one (1) appropriate bid was received and the bid from Hohler Furnace & Sheet Metal, Inc. of Sandusky, Ohio, was determined to be the lowest and best bid; and

WHEREAS, the total construction cost for this project including Alternate #1 and #2 bids is \$34,625.00 and will be paid with Community Development Block Grant Funds (CDBG-CV) received through the CARES Act; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to allow the contractor to complete the project by the completion deadline of November 24, 2021, and prior to the winter heating season; and

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

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

Section 1. The City Manager is authorized and directed to enter into a contract with Hohler Furnace & Sheet Metal, Inc. of Sandusky, Ohio, for the HVAC System Replacement at Fire Station #7 Project in an amount **not to exceed** Thirty Four Thousand Six Hundred Twenty Five and 00/100 Dollars (\$34,625.00) consistent with the bid submitted by Hohler Furnace & Sheet Metal, Inc. of

Sandusky, Ohio, currently on file in the office of the Director of Public Works.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: July 12, 2021



DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Scott Kromer, Streets & Utilities Superintendent

Date: June 30, 2021

Subject: Commission Agenda Item – Purchase of a 2022 Ford Super Duty F-450 Truck and Chassis for the Sewer Maintenance Division

ITEM FOR CONSIDERATION: Legislation authorizing the purchase of a 2022 Ford Super Duty F-450 Truck and Chassis from National Auto Fleet Group of Watsonville, California through the Sourcewell cooperative purchasing program (formerly known as NJPA) Contract 120716-NAF for the Sewer Maintenance Division.

BACKGROUND INFORMATION: The above listed truck body and chassis is available for a purchase price of \$98,105.72, from National Auto Fleet Group of Watsonville, California through the Sourcewell cooperative purchasing program, Contract 120716-NAF.

The Sewer Maintenance Division currently has a 2000 Chevrolet Truck Model No. 3500HD 2WD with crane, that is no longer fit for use for the intended purpose within the division due to its age and reliability for heavy construction performed on utility repairs. The Fleet Foreman is recommending that the vehicle be kept for lighter construction activities performed by the Streets and Traffic Division to use as replacements for vehicles recently removed from their fleet. The new truck will be completely outfitted with a crane, which will be used for lift station and sewer collection system maintenance.

BUDGETARY INFORMATION: The total cost for a 2022 Ford Super Duty F-450 Truck and Chassis with a crane is \$98,105.72 and will be paid for using Sewer funds. These purchases will be included in the Capital Improvement Plan.

ACTION REQUESTED: It is recommended that proper legislation be prepared and approval be granted to 2022 Ford Super Duty F-450 Truck and Chassis from National Auto Fleet Group of Watsonville, California, through the Sourcewell cooperative purchasing program Contract 120716-NAF, in an amount not to exceed \$98,105.72. It is further requested that the legislation be passed under suspension of the rules in full accordance with Section 14 of the City Charter so the truck and chassis can be immediately ordered, as the industry is seeing a 30 week lead time on the chassis and the Sewer Maintenance Division can begin utilizing the new 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: Ford Super Duty F450 truck & chassis

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

Account # 613-5440-54090

By: _____



Michelle Reeder

Finance Director

Dated: 7/8/2021



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

5/18/2021

6/23/2021 Re-Configured

Quote ID: **28230 R5**

Order Cut Off Date: **TBA**

Troy Vaccaro
City of Sandusky Ohio
Fleet Maintenance

222 Meigs St
1024 Cement Ave

Sandusky, Ohio, 44870

Dear Troy Vaccaro,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

One (1) New/Unused (2022 Ford Super Duty F-450 DRW (F4G) XL 2WD Reg Cab 145" WB 60" CA, Kalida Truck Equipment Crance Service Body + Chassis PDI \$550) each for

	One Unit
Contract Price	\$39,255.72
Kalida Truck Equipment	\$58,850.00
Crance Service Body + Chassis PDI \$550	
Tax (0.0000 %)	\$0.00
Tire fee	\$0.00
Total	\$98,105.72

- per the attached specifications. Price includes 2 additional key(s).

This vehicle(s) is available under the **Sourcewell (Formerly Known as NJPA) Contract 120716-NAF**. Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
Account Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497



GMC

Purchase Order Instructions & Resources

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle: www.NAFGETA.com

Use the upfitter of your choice: www.NAFGpartner.com

Vehicle Status: ETA@NationalAutoFleetGroup.com

General Inquiries: Fleet@NationalAutoFleetGroup.com

For general questions or assistance please contact our main office at:

1-855-289-6572



KALIDA TRUCK EQUIPMENT, INC.

Kalida Truck Equipment, Inc.
17911 St. Rt. 224 West
Kalida, OH 45853
Phone: 419-532-3919
Fax: 419-532-2038
www.kalidatruck.com

QUOTATION

Page 1 of 4

Customer: CITY OF SANDUSKY
Contact: TROY VACCARO 419-557-1150
Address: 1024 CEMENT AVE
SANDUSKY OH 44870

Quote Number: JM(00)5572
Quote Date: 6/23/2021
Quote valid until: 7/23/2021

Phone: 419-627-5882
Fax: 419-627-5734
Email: tvaccaro@ci.sandusky.oh.us

Salesperson: jmagrum

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	HT25-107-TFC CRANE SERVICE BODY: 60" CA INTEGRAL CRANE REINFORCEMENT UP TO 30,000 FT. LBS. 44" COMPARTMENT HEIGHT 50" FLAT CARGO FLOOR 22" COMPARTMENT DEPTH ADJUSTABLE UNI-STRUT SHELF STRIPS SIX (6) HD TIE DOWNS THREE (3) POINT KEYED-ALIKE "T" HANDLE DOOR LOCKS AUTOMOTIVE WEATHER-TIGHT DOOR SEALS 1/8" TREAD PLATE FLOOR 14GA TREAD-PLATE ON ALL SIDES OF CARGO AREA AND TOP OF COMPARTMENTS FULL UNDERCOATING EPOXY PRIMER MUD FLAPS ALL DOT LIGHTING INSTALLED REAR BUMPER 6" X 4" REAR OUTRIGGER CROSS TUBE AND 4" X 3" FRONT OUTRIGGER CROSS TUBE SHELVING PACKAGE: 107" BODY CONSISTING OF 7 ADJUSTABLE SHELVES, ALL WITH SMALL PARTS DIVIDERS INCLUDES ADJUSTABLE UNI-STRUT FACTORY INSTALLED SHELF STANDARDS MASTER LOCK SYSTEM: ONE (1) HANDLE LOCKS EACH SIDE IN ADDITION TO INDIVIDUAL DOOR LOCKS TWO (2) COMPARTMENT VENTS AND FLOOR REINFORCEMENT TWO (2) 20" FOLD AWAY GRIP STRUT STEPS (ONE FOR EACH SIDE) **CHASSIS LEFT SIDE REAR SPRING BUILD-UP FOR ADDED WEIGHT OF CRANE** **CUSTOM REAR HITCH WITH 7-WAY RV PLUG & 4 WAY FLAT** **BACKUP ALARM INSTALLED** **FACTORY CAMERA INSTALLED**	\$32,000.00	\$32,000.00



KALIDA TRUCK EQUIPMENT, INC.

Kalida Truck Equipment, Inc.
17911 St. Rt. 224 West
Kalida, OH 45853
Phone: 419-532-3919
Fax: 419-532-2038
www.kalidatruck.com

QUOTATION

Page 2 of 4

Customer: CITY OF SANDUSKY
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SANDUSKY OH 44870

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Quote Date: 6/23/2021
Quote valid until: 7/23/2021

Phone: 419-627-5882
Fax: 419-627-5734
Email: tvaccaro@ci.sandusky.oh.us

Salesperson: jmagrum

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	***"LED" COMPARTMENT LIGHTS INSTALLED IN EACH DOOR OF THE ***CRANE BODY **SPEEDLINER "SPRAY IN LINER" IN THE CARGO AREA OF THE BODY & ON TOP OF THE COMPARTMENTS BLACK IN COLOR** **BODY PAINTED BASE COAT CLEAR COAT FORD ANTIMATTER BLUE METALLIC TO MATCH THE TRUCK CHASSIS** ET18KXP-20 ELECTRIC HYDRAULIC CRANE PROPORTIONAL: 4,500 LBS. MAX LIFTING @ 4' 2,250 LBS. @ 8' 1,500 LBS. @ 12' 900 LBS. @ 20' 18,000 FOOT POUND CRANE RATING 20' FULL HYDRAULIC BOOM 10'-10- POWER BOOM EXT. 25' CORDED CONTROL PENDANT POWER ROTATION POWER BOOM ELEVATION STANDARD 25' CORDED W/ PROPORTIONAL CONTROLS INCLUDED REAR OUTRIGGER PACKAGE: MANUAL PULLOUTS MANUAL CRANK DOWN FULL WIDTH MOUNTING TUBE 6" X 4" X 81" TWO (2) PULLOUTS (36" CURBSIDE 12" STREET SIDE) TOTAL SPREAD OF 142" RETRACTED 94" VERTICAL TRAVEL 13 1/2" PIN ADJUSTMENT PLUS 12" CRANK ADJUSTMENT CIRCUIT BREAKER KIT: REQUIRES A MINIMUM 300 AMP BREAKER BOOM REST: (ADJUSTABLE 18" - 26") FOR UTILITY BODIES BOOM TIP WORK LIGHT: 20' BOOM ONLY	\$23,900.00	\$23,900.00



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QUOTATION

Page 3 of 4

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Phone: 419-627-5882
Fax: 419-627-5734
Email: tvaccaro@ci.sandusky.oh.us

Salesperson: jmagrum

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	**WIRELESS CONTROL IN ADDITION TO STANDARD CORD** E-Z STOW HANDLE: STOW LOAD BLOCK DURING TRANSPORTATION **CRANE MOUNTED ON PASSENGER SIDE OF BODY** **INSTALLED ON A FORD F-450** **60" CAB-TO-AXLE** **DUAL REAR WHEEL** **GAS** ***C-TECH DRAWER UNIT TO BE INSTALLED IN THE STREETSIDE ***FRONT COMPARTMENT ***7 DRAWER UNIT ***PAINTED RED IN COLOR ***INSTALLED.	\$2,400.00	\$2,400.00

Quote Total: \$58,300.00
Sales Tax: \$0.00
Total Due: \$58,300.00

The following options may be added:

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT

Customer must fill out the information below before the order can be processed...

Accepted by:	
Date:	
P.O. number:	
Salesperson:	

- ♦ A 3% CHARGE WILL BE APPLIED TO ALL DEBIT/CREDIT CARD CHARGES OVER \$2,000.00
- ♦ Quoted price does not include any applicable taxes.
- ♦ Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- ♦ Due to the extremely volatile steel prices, our quoted price may change at any time. Call our office for an up to date price.

Vehicle Configuration Options

ENGINE	
Code	Description
99N	ENGINE: 7.3L 2V DEVCT NA PFI V8 GAS, (STD)
TRANSMISSION	
Code	Description
44G	TRANSMISSION: TORQSHIFT 10-SPEED AUTOMATIC, -inc: 10R140 w/neutral idle and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery (STD)
TIRES	
Code	Description
TGJ	TIRES: 225/70RX19.5G BSW A/P, (STD)
PRIMARY PAINT	
Code	Description
HX	ANTIMATTER BLUE METALLIC
PAINT SCHEME	
Code	Description
___	STANDARD PAINT
SEAT TYPE	
Code	Description
AS	MEDIUM EARTH GRAY, HD VINYL 40/20/40 SPLIT BENCH SEAT, -inc: center armrest, cupholder, storage and driver's side manual lumbar
AXLE RATIO	
Code	Description
X48	4.88 AXLE RATIO, (STD)
ADDITIONAL EQUIPMENT	
Code	Description
96V	XL VALUE PACKAGE, -inc: XL Decor Group, Chrome Front Bumper, Steering Wheel-Mounted Cruise Control
17F	XL DECOR GROUP, -inc: Chrome Front Bumper
62R	TRANSMISSION POWER TAKE-OFF PROVISION, -inc: mobile and stationary PTO modes
52B	TRAILER BRAKE CONTROLLER, -inc: smart trailer tow connector, Verified to be compatible w/electronic actuated drum brakes only

512	SPARE TIRE, WHEEL & JACK, -inc: Excludes carrier, 6-Ton Hydraulic Jack
18B	PLATFORM RUNNING BOARDS
61J	6-TON HYDRAULIC JACK
525	STEERING WHEEL-MOUNTED CRUISE CONTROL
872	REAR VIEW CAMERA & PREP KIT, -inc: Pre-installed content includes cab wiring and frame wiring to the rear most cross member, Upfitters kit includes camera w/mounting bracket, 20' jumper wire and camera mounting/aiming instructions
OPTION PACKAGE	
Code	Description
650A	ORDER CODE 650A

2022 Fleet/Non-Retail Ford Super Duty F-450 DRW XL 2WD Reg Cab 145" WB 60" CA

WINDOW STICKER

2022 Ford Super Duty F-450 DRW XL 2WD Reg Cab 145" WB 60" CA

CODE	MODEL	MSRP
F4G	2022 Ford Super Duty F-450 DRW XL 2WD Reg Cab 145" WB 60" CA	\$40,515.00
OPTIONS		
99N	ENGINE: 7.3L 2V DEVCT NA PFI V8 GAS, (STD)	\$0.00
44G	TRANSMISSION: TORQSHIFT 10-SPEED AUTOMATIC, -inc: 10R140 w/neutral idle and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery (STD)	\$0.00
TGJ	TIRES: 225/70RX19.5G BSW A/P, (STD)	\$0.00
HX	ANTIMATTER BLUE METALLIC	\$0.00
—	STANDARD PAINT	\$0.00
AS	MEDIUM EARTH GRAY, HD VINYL 40/20/40 SPLIT BENCH SEAT, -inc: center armrest, cupholder, storage and driver's side manual lumbar	\$0.00
X48	4.88 AXLE RATIO, (STD)	\$0.00
96V	XL VALUE PACKAGE, -inc: XL Decor Group, Chrome Front Bumper, Steering Wheel-Mounted Cruise Control	\$395.00
17F	XL DECOR GROUP, -inc: Chrome Front Bumper	INC
62R	TRANSMISSION POWER TAKE-OFF PROVISION, -inc: mobile and stationary PTO modes	\$280.00
52B	TRAILER BRAKE CONTROLLER, -inc: smart trailer tow connector, Verified to be compatible w/electronic actuated drum brakes only	\$270.00
512	SPARE TIRE, WHEEL & JACK, -inc: Excludes carrier, 6-Ton Hydraulic Jack	\$350.00
18B	PLATFORM RUNNING BOARDS	\$320.00
61J	6-TON HYDRAULIC JACK	INC
525	STEERING WHEEL-MOUNTED CRUISE CONTROL	INC
872	REAR VIEW CAMERA & PREP KIT, -inc: Pre-installed content includes cab wiring and frame wiring to the rear most cross member, Upfitters kit includes camera w/mounting bracket, 20' jumper wire and camera mounting/aiming instructions	\$415.00
650A	ORDER CODE 650A	\$0.00

Please note selected options override standard equipment

SUBTOTAL**\$42,545.00**

Advert/ Adjustments

\$0.00

Manufacturer Destination Charge

\$1,695.00

TOTAL PRICE**\$44,240.00**

Est City: N/A MPG

Est Highway: N/A MPG

Est Highway Cruising Range: N/A mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Standard Equipment**MECHANICAL**

Engine: 7.3L 2V DEVCT NA PFI V8 Gas
Transmission: TorqShift 10-Speed Automatic -inc: 10R140 w/neutral idle and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery
4.88 Axle Ratio
GVWR: 16,500 lb Payload Package
50-State Emissions System
Transmission w/Oil Cooler
Rear-Wheel Drive
78-Amp/Hr 750CCA Maintenance-Free Battery w/Run Down Protection
HD 240 Amp Alternator
Towing Equipment -inc: Trailer Sway Control
Trailer Wiring Harness
9850# Maximum Payload
HD Shock Absorbers
Front And Rear Anti-Roll Bars
Firm Suspension
Hydraulic Power-Assist Steering
40 Gal. Fuel Tank
Single Stainless Steel Exhaust
Dual Rear Wheels
Front Suspension w/Coil Springs
Leaf Rear Suspension w/Leaf Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs and Brake Assist
Upfitter Switches

EXTERIOR

Wheels: 19.5" x 6" Argent Painted Steel -inc: Hub covers/center ornaments not included
Tires: 225/70Rx19.5G BSW A/P
Clearcoat Paint
Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks
Black Fender Flares
Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Black Manual Side Mirrors w/Manual Folding
Manual Extendable Trailer Style Mirrors
Fixed Rear Window

Light Tinted Glass
Variable Intermittent Wipers
Aluminum Panels
Front Splash Guards
Black Grille
Autolamp Auto On/Off Aero-Composite Halogen Daytime Running Lights Preference Setting
Headlamps w/Delay-Off
Cab Clearance Lights

ENTERTAINMENT

Radio: AM/FM Stereo w/MP3 Player -inc: 4 speakers
Radio w/Seek-Scan and Clock
Fixed Antenna
SYNC Communications & Entertainment System -inc: enhanced voice recognition, 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB port and steering wheel audio controls
2 LCD Monitors In The Front

INTERIOR

4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer
FordPass Connect 4G Mobile Hotspot Internet Access
Manual Air Conditioning
Illuminated Locking Glove Box
Interior Trim -inc: Chrome Interior Accents
Full Cloth Headliner
Urethane Gear Shifter Material
HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage and driver's side manual lumbar
Day-Night Rearview Mirror
Passenger Visor Vanity Mirror
3 12V DC Power Outlets
Front Map Lights
Fade-To-Off Interior Lighting
Full Vinyl/Rubber Floor Covering
Smart Device Remote Engine Start
Instrument Panel Covered Bin and Dashboard Storage
Manual 1st Row Windows

Systems Monitor
Trip Computer
Outside Temp Gauge
Analog Appearance
Seats w/Vinyl Back Material
Manual Adjustable Front Head Restraints
Air Filtration

SAFETY

Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch
Safety Canopy System Curtain 1st Row Airbags
Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE A 2022 FORD SUPER DUTY F-450 TRUCK AND CHASSIS, OUTFITTED WITH A CRANE, FROM NATIONAL AUTO FLEET GROUP OF WATSONVILLE, CALIFORNIA, THROUGH THE SOURCEWELL COOPERATIVE PURCHASING PROGRAM FOR THE SEWER MAINTENANCE DIVISION; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Sewer Maintenance Division currently has a 2000 Chevrolet Truck Model No. 3500HD 2WD with crane, that is no longer fit for use for its intended purpose within the division due to its age and reliability for heavy construction and utility repairs and the Fleet Maintenance Chief Foreman is recommending that this truck be replaced with a new 2022 Ford Super Duty F-450 Truck and Chassis, outfitted with crane; and

WHEREAS, the 2000 Chevrolet Truck Model No. 3500HD 2WD with crane will be retained and used for lighter construction activities in the Streets and Traffic Division; and

WHEREAS, Sourcewell's (formerly National Joint Powers Alliance [NJPA]) cooperative contract purchasing leverages the national purchasing power of more than 50,000 member agencies while also streamlining the required purchasing process and as a municipal national contracting agency, Sourcewell establishes and provides nationally leveraged and competitively solicited purchasing contracts under the guidance of the Uniform Municipal Contracting Law; and

WHEREAS, the City, as a member of the Sourcewell Cooperative Purchasing Program (Member ID 68351), desires to purchase a 2022 Ford Super Duty F-450 Truck and Chassis, outfitted with a crane that has been competitively bid and made available through the membership from National Auto Fleet Group of Watsonville, California; and

WHEREAS, the total cost the 2022 Ford Super Duty F-450 Truck and Chassis, outfitted with a crane is \$98,105.72 and will be paid with Sewer Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to allow the order to be immediately placed in consideration of the lead time of approximately 30 weeks for the chassis and so the Sewer Maintenance Division can begin utilizing the new vehicle at the earliest opportunity; and

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

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

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

Section 1. The City Manager is authorized and directed to expend funds for the purchase a 2022 Ford Super Duty F-450 Truck and Chassis, outfitted with a crane, through the Sourcewell Cooperative Purchasing Program (Contract 120716-NAF) from National Auto Fleet Group of Watsonville, California, for the Sewer Maintenance Division at an amount **not to exceed** Ninety Eight Thousand One Hundred Five and 72/100 Dollars (\$98,105.72).

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: July 12, 2021



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

To: Eric L. Wobser, City Manager

From: Jonathan Holody, Community Development Director

Date: June 30, 2021

Subject: Commission Agenda Item –Hogrefe-Cooke Building TIF Ordinance, Service Payment Agreement and School Compensation Agreement

Items for Consideration: Legislation authorizing the creation of a Tax Incentive Financing (TIF) District, and the execution of a Service Payment Agreement and School Compensation Agreement to support the construction of the Hogrefe-Cooke Building at 154 – 162 Columbus Avenue and other public improvement projects.

Background Information: The Hogrefe-Cooke Building will be a three story mixed-use building measuring approximately 30,000 square feet at 154 – 162 Columbus Avenue. The estimated total project cost is \$8.8M.

On June 28, 2021, City Commission authorized the preliminary steps needed to create a TIF district pursuant to Ohio Revised Code Section 5709.41. Now, the TIF District can be created through the passage of the TIF District Ordinance and execution of a Service Payment Agreement and School Compensation Agreement. The School Compensation Agreement was approved the Sandusky School District Board at its meeting on June 15, 2021.

Budgetary Information: According to the terms of the Service Payment Agreement, the Developer will make a minimum payment of \$200,000 per year of which \$140,000 will be returned to the Developer to support the improvement project. The balance of funds will be shared with the Schools (12.5%) and used by the City to undertake other public infrastructure improvements related to the project.

Action Requested: It is requested that the proper legislation be prepared to create the TIF District and authorize the execution of a Service Payment Agreement and School Compensation Agreement. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter to maintain the current development schedule and ensure the project is completed in a timely manner.

I concur with this recommendation:

Eric L. Wobser
City Manager

Jonathan Holody
Community Development Director

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

ORDINANCE NO. _____

AN ORDINANCE REMOVING PARCELS FROM THE EXISTING DOWNTOWN TAX INCREMENT FINANCING AREA BY AMENDING ORDINANCE NO. 18-085; TO CREATE A NEW TAX INCREMENT FINANCING DISTRICT ENCOMPASSING CERTAIN PARCELS OF REAL PROPERTY; DECLARING IMPROVEMENTS TO CERTAIN PARCELS OF REAL PROPERTY TO BE A PUBLIC PURPOSE, DESCRIBING THE IMPROVEMENTS TO BE MADE TO DIRECTLY BENEFIT SUCH PARCELS, REQUIRING THE OWNER OF THE IMPROVEMENTS ON SUCH PARCEL TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES, ESTABLISHING A TAX INCREMENT EQUIVALENT FUND (COOKE BUILDING IMPROVEMENT FUND) FOR THE DEPOSIT OF SUCH SERVICE PAYMENTS, APPROVING THE COMPENSATION AGREEMENT WITH SANDUSKY CITY SCHOOL DISTRICT, AND RELATED AUTHORIZATIONS PURSUANT TO OHIO REVISED CODE SECTIONS 5709.41, 5709.42 AND 5709.43; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City Commission on April 23, 2018 passed its Ordinance No. 18-085 creating the Downtown Tax Increment Financing Area encompassing certain parcels of real property attached as Exhibit “A” to Ordinance No. 18-085; and

WHEREAS, this City Commission desires to remove certain parcels from the Downtown Tax Increment Financing Area to address the redevelopment of certain areas within the City; and

WHEREAS, Ohio Revised Code Sections 5709.41, 5709.42 and 5709.43 (the “Act”) provide that this City Commission, by ordinance, may create TIF districts within the corporate boundaries of the City of Sandusky, Ohio (“City”) and that this City Commission may (i) describe improvements to be made which directly benefit certain parcels, (ii) declare Improvements (as defined in Ohio Revised Code Section 5709.41) with respect to such parcels of real property located in the City to be a public purpose, thereby authorizing the exemption of those Improvements from real property taxation for a period of time, (iii) provide for the making of service payments in lieu of taxes by the owner of such parcels, and (iv) establish a tax increment equivalent fund into which such service payments shall be deposited; and

WHEREAS, this City Commission has determined to create the Cooke Building TIF Area pursuant to the TIF Act including the parcels of real property specifically identified and depicted in Exhibit “A” attached hereto (with each of those parcels referred to herein individually as a “Parcel” and collectively as the “Parcels”); and

WHEREAS, Section 5709.41 of the Ohio Revised Code requires the City to have held title to each Parcel while engaged in urban redevelopment and prior to the passage of an ordinance declaring the improvements to the Parcels to be a public purpose; and

WHEREAS, the City has determined that it is necessary and appropriate and in the best interests of the City to provide for service payments in lieu of taxes with respect to the Parcels to be made pursuant to Ohio Revised Code Section 5709.42 (the “Service Payments”) to pay for costs of the Improvements; and

WHEREAS, the Parcels are located in the Sandusky City School District (the “School District”), and the Board of Education of the School District has approved the real property tax exemption provided for in this Ordinance and has waived certain notice requirements on the condition that the City enter into the compensation agreement described in Section 4 providing for certain payments to be made by the City to the School District from Service Payments received (the “School Compensation Agreement”); and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately create the Cooke Building TIF Area, allow for the immediate execution of the necessary agreements, and so that the redevelopment of the Hogrefe-Cooke Project can be completed; and

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

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

Section 1. Exhibit “A” to Ordinance No. 18-085 is hereby amended to remove from the Downtown Tax Increment Financing Area the Parcels included in Exhibit “A” to this Ordinance and the Economic Development Director shall prepare a substitute Exhibit “A” to Ordinance No. 18-085 reflecting those deletions.

Section 2. Pursuant to and in accordance with the provisions of Ohio Revised Code Section 5709.41, and, in particular, Section 5709.41(C), this City Commission hereby finds and determines that one hundred percent (100%) of the increase in the assessed value of each Parcel after the date that the City obtained fee title to the Parcels (each of which increase in assessed value is an “Improvement” as defined in R.C. Section 5709.41) shall be a public purpose and shall be exempt from real property taxation commencing for each Parcel on the effective date of this Ordinance, and ending for each Parcel on the earlier of (a) thirty (30) years after such commencement, or (b) the date on which the City can no longer require service payments in lieu of taxes, all in accordance with the requirements of the Act.

Section 3. As provided in Ohio Revised Code Section 5709.42, the owner or owners of an Improvement are hereby required to and shall pay the Service Payments to the County Treasurer semi-annually with respect to the applicable period of exemption on or before the final dates for each payment of real property taxes, which Service Payments, together with any associated rollback payments and related interest and penalty payments, shall be deposited in the tax increment equivalent fund established in Section 4 hereof. This City Commission hereby authorizes the City Manager, Director of Finance and Director of Law, and other appropriate officers of the City, to provide such information and certifications, to make such filings, and execute and deliver or accept delivery of such instruments, as are necessary and incidental to provide for the collection of those Service Payments, and to make such arrangements as are necessary and proper for payment of the Service Payments.

Section 4. This City Commission hereby establishes pursuant to and in accordance with the provisions of Section 5709.43 of the Ohio Revised Code, the Cooke Building Improvement Tax Increment Equivalent Fund (the "Fund"), into which shall be deposited all of the Service Payments and any associated rollback payments and related interest and penalty payments distributed to the City with respect to the Improvements on the Parcel by or on behalf of the County Treasurer as provided in Ohio Revised Code Section 5709.42, and this City Commission hereby provides that all of the moneys deposited in the Fund shall be used for any or all of the following purposes:

- (i) to pay any and all planning, engineering, legal, acquisition, construction, installation, and financing costs, and any and all other direct and indirect costs of the private improvements, including those costs set forth in Ohio Revised Code Section 133.15(B) as costs of permanent improvements;

- (ii) to pay the interest and premium on and principal of bonds or notes, including refunding or additional bonds or notes or other obligations issued or loans entered into by the City or other governmental entity to finance costs of the Improvements until such notes or bonds or other obligations or loans are paid in full, and to pay trustee and other costs related to servicing the obligations and providing and replenishing a reserve fund and to pay any costs charged by the issuer of the obligations;

(iii) to reimburse the City or other governmental entity or a private entity under contract with the City for any funds used to pay costs of the Improvements, or to pay interest, principal, or premium, and related costs on any of the aforesaid notes, bonds, loans or other obligations, prior to receipt of Service Payments; and

(iv) to pay the School District any amount owed under the School Compensation Agreement.

The Fund shall remain in existence so long as the Service Payments are collected and used for the aforesaid purposes, after which said Fund shall be dissolved in accordance with said Section 5709.43.

Section 5. The City Manager is hereby authorized and directed to sign on behalf of the City the School Compensation Agreement between the City and the School District pursuant to Ohio Revised Code Section 5709.82, in substantially the form on file with the Clerk of the City Commission, together with such revisions as are approved by the City Manager and Law Director consistent with the objectives and requirements of this Ordinance, which approval shall be conclusively evidenced by the signing of the School Compensation Agreement.

Section 6. Pursuant to Ohio Revised Code Section 5709.41, the Clerk of the City Commission is hereby directed to deliver a copy of this Ordinance to the Director of the Development Services Agency of the State of Ohio within fifteen days after its passage. On or before March 31 of each year that any exemption set forth in Section 2 hereof remains in effect, the City Manager or other authorized officer of this City shall prepare and submit to the Director of the Development Services Agency of the State of Ohio the status report required under Ohio Revised Code Section 5709.41.

Section 7. This City Commission hereby designates the Tax Incentive Review Council (the "TIRC") established in Ordinance No. 06-055, passed June 26, 2006 as the TIRC that shall annually review the exemptions provided pursuant to this Ordinance as required by R.C. Section 5709.85.

Section 8. The Clerk of the City Commission is directed to deliver a certified copy of this ordinance to the County Auditor.

Section 9. 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 10. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 11. 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: July 12, 2021

PAGE 6 - ORDINANCE NO. _____

EXHIBIT "A"

PARCEL LIST

Permanent Parcel Nos: 56-00527.000, 56-00528.000, and 56-00528.001.

ORDINANCE NO. _____

AN ORDINANCE APPROVING A COMPENSATION AGREEMENT WITH SANDUSKY CITY SCHOOL DISTRICT RELATING TO IMPROVEMENT FUNDS ESTABLISHED FOR THE COOKE BUILDING TIF AREA; AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE THE COMPENSATION AGREEMENT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City and the School District desire to cooperate to foster economic development of and investment in the City; and

WHEREAS, Sections 5709.41, 5709.42 and 5709.43 of the Ohio Revised Code provide that the City Commission may declare improvements to parcels of real property located in the City to be a public purpose, thereby exempting those improvements from real property taxation for a period of time; specify improvements, as that term is defined in Revised Code Section 5709.41, to be made to benefit the parcels; provide for the making of service payments in lieu of taxes by the owners thereof; provide for payments to the School District; and establish a tax increment equivalent fund into which such service payments shall be deposited; and

WHEREAS, Section 5709.42 of the Ohio Revised Code further authorizes a municipality to require owners of improvements subject to TIF Exemptions to make an annual service payment to the municipality in lieu of taxes (a "Service Payment"), which Service Payment is approximately equivalent to the amount of real property tax that would be payable on the increase in the true value of the parcel of property but for the TIF Exemptions; and

WHEREAS, in companion legislation, this City Commission will consider declaring improvements to specific parcels area to be a public purpose, which parcels will be exempted from real estate taxes on the increase in assessed value, and will consider establishing a Tax Increment Equivalent Fund, referred to as the TIF Ordinance; and

WHEREAS, the City and the Sandusky City School District will derive substantial and significant benefits from the development and improvement to the Hogrefe-Cooke Building and desire to enter into this Compensation Agreement to facilitate the construction of improvements and to compensate the Sandusky City School District for a portion of the revenue that the School District would have received had the improvements been made and not been exempted from taxation; and

WHEREAS, the Sandusky City School District reviewed the Compensation Agreement and unanimously approved at their Board meeting on June 15, 2021; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in

order to execute the Compensation Agreement for the immediate preservation of the public peace, property, health and safety; and

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

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

Section 1. This City Commission hereby approves the Compensation Agreement, a copy of which is on file in the office of the Clerk of the City Commission and 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 the objectives and requirements in carrying out the terms of this Ordinance.

Section 2. This City Commission authorizes and directs the City Manager to execute the Compensation Agreement relating to the Tax Increment Equivalent Fund established for the Cooke Building TIF area.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: July 12, 2021

SCHOOL COMPENSATION AGREEMENT

This School Compensation Agreement (the “Agreement”) is made and entered into as of July 12, 2021, by and between the CITY OF SANDUSKY, OHIO (the “City”), a municipal corporation organized and existing under the constitution and the laws of the State of Ohio and its Charter with its principal offices at 240 Columbus Avenue, Sandusky, OH 44870, and the SANDUSKY CITY SCHOOL DISTRICT (the “School District”), a public school district with its principal offices located at 407 Decatur Street, Sandusky, OH 44870.

WITNESSETH:

WHEREAS, Sections 5709.40 et seq. of the Ohio Revised Code, including Sections 5709.40 and 5709.41, authorizes municipalities to declare improvements to real property to be for a public purpose and to grant real property tax exemptions (a “TIF Exemptions”) for such improvements, and

WHEREAS, Section 5709.42 of the Ohio Revised Code further authorizes a municipality to require owners of improvements subject to TIF Exemptions to make an annual service payment to the municipality in lieu of taxes (a “Service Payment”), which Service Payment is approximately equivalent to the amount of real property tax that would be payable on the increase in the true value of the parcel of property but for the TIF Exemptions; and

WHEREAS, the City expects to pass an Ordinance (the “Cooke Building TIF Ordinance”) on or around June 14, 2021, granting a 100%, 30-year TIF Exemption to certain parcels of real property located in the City (the “Hogrefe-Cooke Project”) as further described in EXHIBIT A attached hereto; and

WHEREAS, the City anticipates authorizing additional TIF Exemptions (collectively, together with the Cooke Building TIF Ordinance, the “TIF Ordinances”) to certain parcels of real property located within the City, as further described in EXHIBIT B attached hereto (collectively, together with the Hogrefe-Cooke Project as the “Projects”);

WHEREAS, the School District and the City desire to cooperate to foster economic development of and investment in the City;

WHEREAS, the City expects that the owners of the Projects shall make, or cause to be made, improvements (each improvement having the meaning as set forth in Section 5709.40 or 5709.41 and collectively, referred to herein as the “Improvements”) to the Projects consistent with the objectives stated in the TIF Ordinances; and

WHEREAS, the City and the School District will derive substantial and significant benefits from the Improvements; and

WHEREAS, on or around June 2021, and prior to the passage of the Cooke Building TIF Ordinance, the Board of the School District adopted a resolution (the “School District Resolution”) granting its approval of this Agreement and the TIF Exemption as provided in the Cooke Building TIF Ordinance and all future TIF Ordinances related to the Projects and waived any further requirements of Sections 5709.40, 5709.41, 5709.82 and 5709.83 of the Ohio Revised Code on the condition that the City execute and deliver this Agreement; and

WHEREAS, to facilitate the construction of the Improvements and to compensate the School District for a portion of the tax revenue that the School District would have received had the Projects been improved and not been exempted from taxation, the City and the School District have determined to enter

into this Agreement, which Agreement is in the vital and best interest of the City and the School District and will improve the health, safety and welfare of the citizens of the City and the School District.

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

Section 1. City Compensation Payment to School District. In consideration of the School District's approval of the TIF Exemptions and agreement, pursuant to the School District Resolution, to waive the application of Section 5709.82 of the Ohio Revised Code, the City hereby agrees to pay to the School District the compensation provided for below in this Agreement as set forth below.

The parties agree that, as consideration for the School District's agreement to approve the TIF Exemptions, the City shall pay to the School District, solely out of Service Payments, within 60 days following receipt by the City of each semiannual real property tax settlement, an amount equal to 12.5% of the Service Payments (collectively, the "Compensation Payment").

Section 2. Submission of Detailed Accounting to School District; Contest of Compensation Payment. The City shall submit semiannually to the School District, with the transmission of the Compensation Payment described in Section 1 above, a detailed accounting of its calculation of the Compensation Payment. In the event the School District disputes the amount of the Compensation Payment, as certified by the Director of Finance of the City (the "Director of Finance"), the School District shall certify, within 30 days of receipt of the accounting, the basis for the dispute and the amount that the School District claims is the correct amount of Compensation Payment to be paid to the School District. Within 10 days thereafter, the Director of Finance and the Treasurer of the School District (the "Treasurer") shall meet to discuss and resolve the dispute. In the event the Director of Finance and the Treasurer are unable to mutually agree on the amount of Compensation Payment, the City shall, within 15 days thereafter, pay the amount that it has, in good faith, determined is due under this Agreement; provided that nothing contained in this Section shall limit either the School District's ability, after payment and receipt of such Compensation Payment amount, to seek recovery of amounts deemed underpaid.

Section 3. Filing of Report with the School District. At such time that the City files the status report required under the Ohio Revised Code and pursuant to the provisions of the TIF Ordinances, to be filed with the Ohio Development Services Agency by March 31 of each year, the City shall also deliver of a copy of such status report to the School District.

Section 4. Application of Ohio Revised Code Section 5709.82. The School District acknowledges and agrees that this Agreement provides for the only compensation to be received by the School District from the City in connection with real property tax exemptions granted pursuant to the TIF Ordinances, and the compensation provided for herein is in lieu of any other compensation that may be provided for in Section 5709.82 of the Ohio Revised Code.

Section 5. Amendment. This Agreement may be amended or modified by the parties only in writing, signed by both parties to the Agreement.

Section 6. Entire Agreement, Waiver of Notice. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof, including without limitation all forms of compensation to be paid by the City to the School District pursuant to Section 5709.82, and merges and supersedes all prior discussions, agreements, and undertakings of every kind and nature between the parties with respect to the subject matter of this Agreement. The School District, by adoption of the School District Resolution and execution of this Agreement, hereby waives any notice

requirements set forth in Sections 5709.40, 5709.41, 5709.83 and 5715.27 of the Ohio Revised Code with respect to the TIF Exemptions.

Section 7. Notices. All payments, certificates and notices which are required to or may be given pursuant to the provisions of this Agreement shall be sent by the United States ordinary mail, postage prepaid, and shall be deemed to have been given or delivered when so mailed to the following addresses:

If to the City: City of Sandusky
 240 Columbus Avenue
 Sandusky, OH 44870
 Attn: City Manager

With a copy to: City of Sandusky
 240 Columbus Avenue
 Sandusky, OH 44870
 Attn: Law Director

If to the School Board: Sandusky City School District
 407 Decatur Street
 Sandusky, OH 44870
 Attn: Treasurer

Either party may change its address for receiving notices and reports by giving written notice of such change to the other party.

Section 8. Severability of Provisions. This invalidity of any provision of this Agreement shall not affect the other provisions of this Agreement, and this Agreement shall be construed in all respects as if any invalid portions were omitted.

Section 9. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any party to this Agreement may execute this Agreement by signing any such counterpart.

[Signature Page to Follow]

IN WITNESS WHEREOF, the City and the School District have caused this Agreement to be executed in their respective names by their duly authorized officers, all as of the date hereinbefore written.

CITY OF SANDUSKY, OHIO

SANDUSKY CITY SCHOOL DISTRICT

By: _____

Its: City Manager

By: _____

Its: Superintendent

By: _____

Its: Treasurer

By: _____

Its: President, Board of Education

Approved as to form:

By: _____

Its: Law Director, City of Sandusky

EXHIBIT A

DESCRIPTION OF THE HOGREFE-COOKE PROJECT

Permanent Parcel Nos: 56-00527.000, 56-00528.000 and 56-00528.001

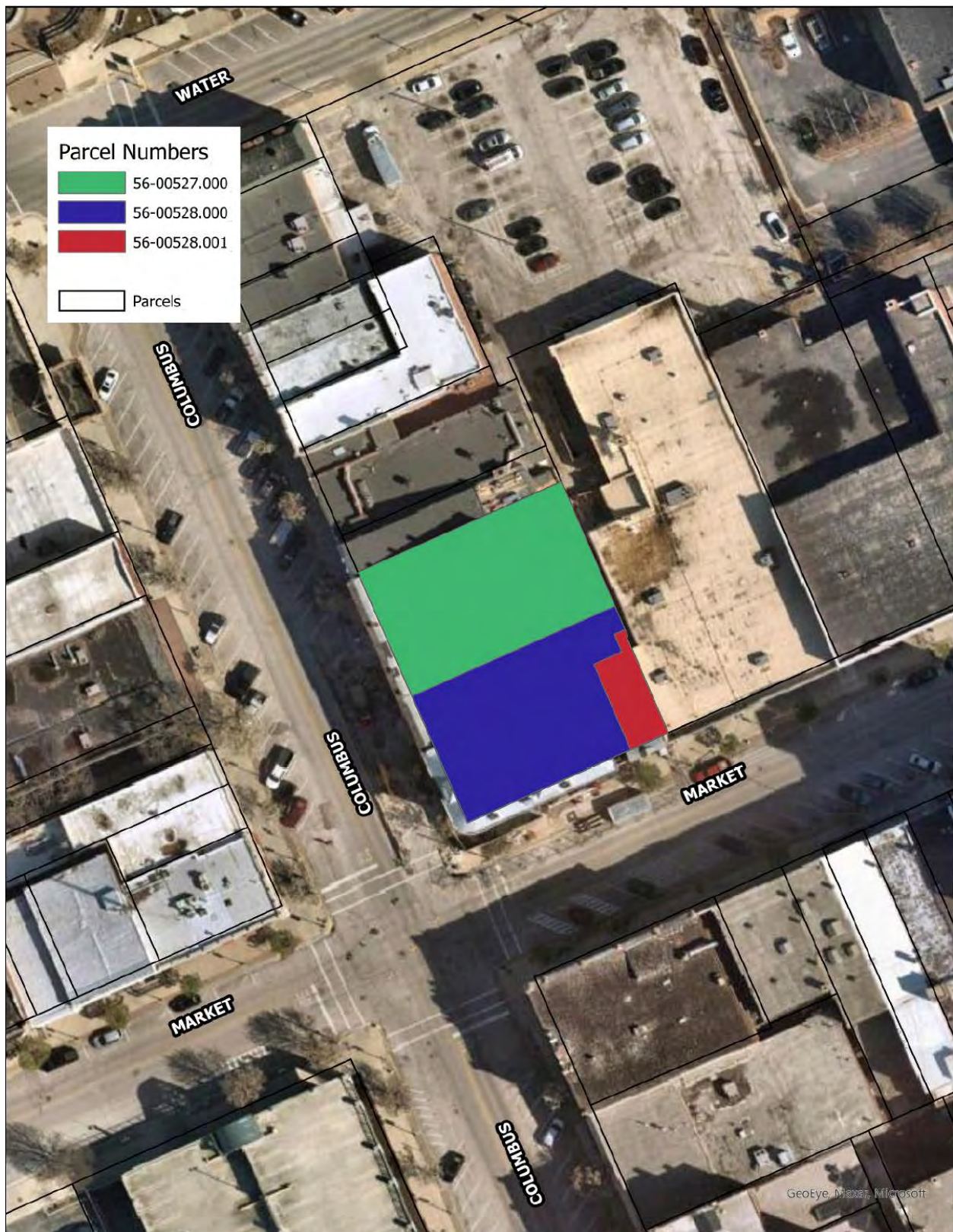
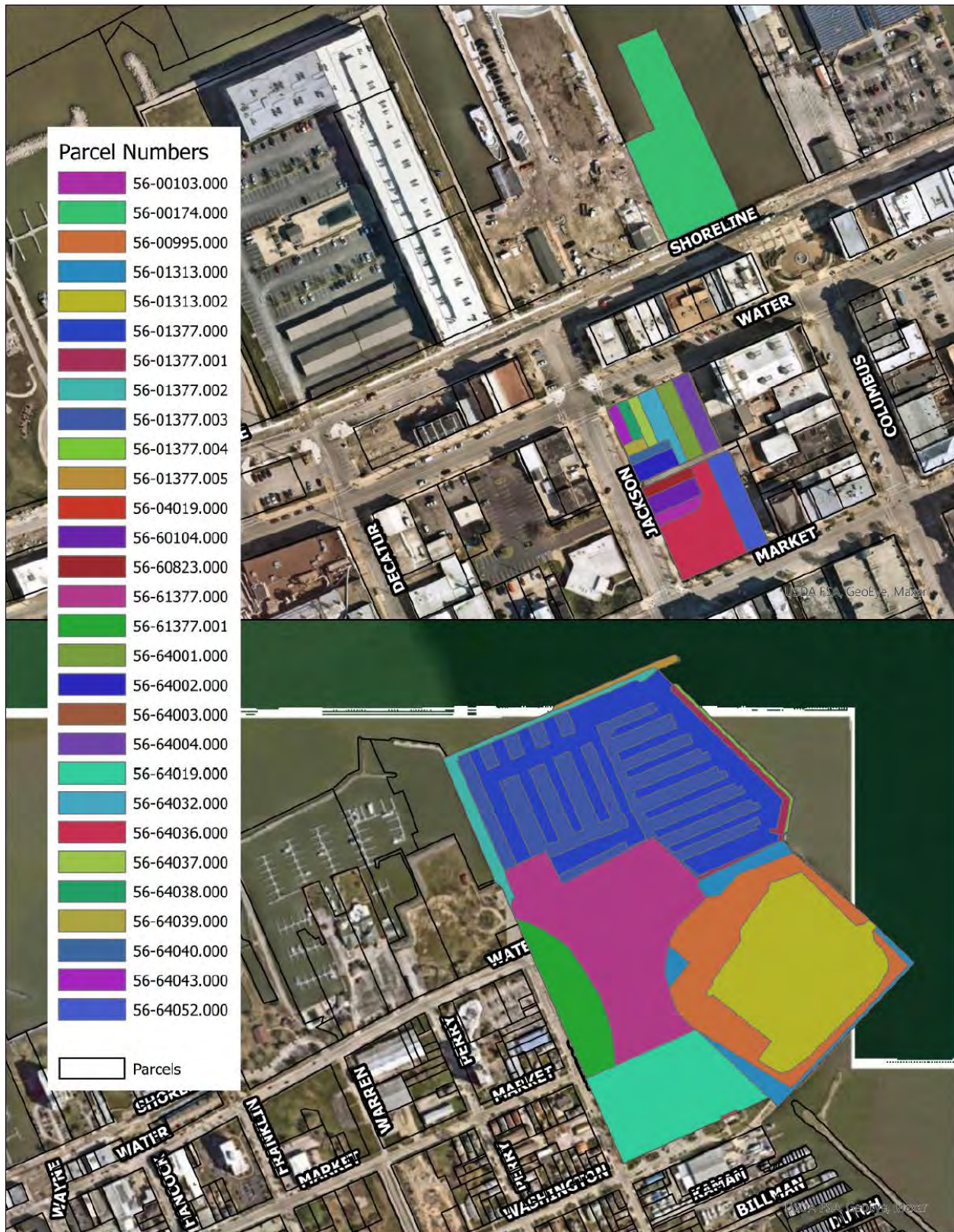


EXHIBIT B

DESCRIPTION OF THE ADDITIONAL PROJECTS

Parcel Number	Deeded Owner	Address
56-00174.000	CEDAR POINT PARK LLC	105 Shoreline Drive
56-00103.000	CITY OF SANDUSKY	134 Jackson Street
56-60104.000	CITY OF SANDUSKY	134 Jackson Street
56-60823.000	CITY OF SANDUSKY	134 Jackson Street
56-64001.000	CITY OF SANDUSKY	134 Jackson Street
56-64002.000	CITY OF SANDUSKY	134 Jackson Street
56-64003.000	CITY OF SANDUSKY	134 Jackson Street
56-64004.000	CITY OF SANDUSKY	134 Jackson Street
56-64032.000	CITY OF SANDUSKY	134 Jackson Street
56-64036.000	CITY OF SANDUSKY	134 Jackson Street
56-64037.000	CITY OF SANDUSKY	134 Jackson Street
56-64038.000	CITY OF SANDUSKY	134 Jackson Street
56-64039.000	CITY OF SANDUSKY	134 Jackson Street
56-64040.000	CITY OF SANDUSKY	134 Jackson Street
56-64043.000	CITY OF SANDUSKY	134 Jackson Street
56-64052.000	CITY OF SANDUSKY	134 Jackson Street



ORDINANCE NO. _____

AN ORDINANCE APPROVING A SERVICE PAYMENT AGREEMENT WITH COOKE BUILDING, LLC ESTABLISHING THAT COOKE BUILDING, LLC SHALL PAY SERVICE PAYMENTS GENERATED FROM THE DEVELOPMENT OF THE HOGREFE-COOKE PROJECT; AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE THE SERVICE PAYMENT AGREEMENT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, Cooke Building, LLC (the “Developer”) is pursuing the development of several parcels of land as a mixed-use development (the “Development”) and upon completion the Development would significantly increase the assessed valuation of the parcels listed in Exhibit A to the Cooke Building TIF Ordinance (“TIF Site”); and

WHEREAS, Sections 5709.41, 5709.42 and 5709.43 of the Ohio Revised Code provide that the City Commission may declare improvements to parcels of real property located in the City to be a public purpose, thereby exempting those improvements from real property taxation for a period of time; specify improvements, as that term is defined in Revised Code Section 5709.41, to be made to benefit the parcels; provide for the making of service payments in lieu of taxes by the owners thereof; provide for payments to the School District; and establish a tax increment equivalent fund into which such service payments shall be deposited; and

WHEREAS, Section 5709.42 of the Ohio Revised Code further authorizes a municipality to require owners of improvements subject to TIF Exemptions to make an annual service payment to the municipality in lieu of taxes (a “Service Payment”), which Service Payment is approximately equivalent to the amount of real property tax that would be payable on the increase in the true value of the parcel of property but for the TIF Exemptions; and

WHEREAS, in companion legislation, this City Commission will consider declaring improvements to specific parcels area to be a public purpose, which parcels will be exempted from real estate taxes on the increase in assessed value, and will consider establishing a Tax Increment Equivalent Fund, referred to as the TIF Ordinance; and

WHEREAS, the Developer desires to agree, for itself and for each of its successors and assigns as Owners of all or any portion of any of the real property comprising the Project, to pay Service Payments in an amount equal to the amount of real property taxes that would have been paid with respect to the real property comprising the TIF Site had an exemption not been granted by the City and to pay minimum service payments in the event the true value of the TIF Site does not meet certain valuation thresholds; and

WHEREAS, the City, the Schools, and the Developer desire that the statutory service payments generated from the Development be distributed in

accordance with the terms of the Service Payment Agreement to the benefit of the City, the Schools, and the redevelopment of the impacted parcels; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to execute the Service Payment Agreement for the immediate preservation of the public peace, property, health and safety; and

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

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

Section 1. This City Commission hereby approves the Service Payment Agreement, a copy of which is on file in the office of the Clerk of the City Commission and 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 the objectives and requirements in carrying out the terms of this Ordinance.

Section 2. This City Commission authorizes and directs the City Manager to execute the Service Payment Agreement relating to the payment of statutory service payments generated from the Project.

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

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

those formal actions were in meetings open to the public in compliance with the law.

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST:

MCKENZIE E. SPRIGGS
CLERK OF THE CITY COMMISSION

Passed: July 12, 2021

SERVICE PAYMENT AGREEMENT

THIS SERVICE PAYMENT AGREEMENT (the “Agreement”) is made and entered into as of the _____ day of July, 2021, by and among the **CITY OF SANDUSKY, OHIO**, a municipal corporation organized and existing under the constitution and the laws of the State of Ohio and its Charter (the “City”), and **COOKE BUILDING LLC** an Ohio limited liability company (the “Developer”).

WITNESSETH:

WHEREAS, the Developer is pursuing the development of several parcels of land as a mixed-use development (the “Development”), consisting of an approximately 0.0219-acre site currently identified as 154 – 162 Columbus Ave and as Parcel IDs 56-00527.000, 56-00528.000 and 56-00528.001 and more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the “TIF Site”); and

WHEREAS, the TIF Site is located within the municipal corporate boundaries of the City, the territorial boundaries of the County of Erie, Ohio (the “County”); and

WHEREAS, upon completion, the Development would significantly increase the assessed valuation of the TIF Site; and

WHEREAS, the Developer, in its capacity as owner of the fee simple interest in the TIF Site, may in the future convey all or any portion of or interest in any of the real property comprising the TIF Site to subsequent owners of all or any portion of or interest in any of the real property comprising the TIF Site (singularly an “Owner” and collectively the “Owners”); and

WHEREAS, pursuant to Ohio Revised Code (“O.R.C.”) Sections 5709.41 through 5709.43 (together with related provisions of the Ohio Revised Code, the “TIF Act”), and Ordinance No. [____] passed by the Commission of the City (the “Commission”) on July 12, 2021, a copy of which is attached as Exhibit B attached hereto and incorporated herein by this reference (the “TIF Ordinance”), the City has, among other actions: (1) declared 100% of the improvement to the real property (the “Improvement”) included in the TIF Site to be a public purpose and exempt from real property taxation for the Exemption Period (as defined herein) (the “TIF Exemption”); (2) provided for service payments in lieu of taxes (the “Service Payments”), as an obligation running with the land for the Exemption Period (as defined herein) payable with respect to the real property comprising the TIF Site; (3) authorized the use of the Service Payments for such uses by the City as permitted under Ohio law, including, without limitation, payment of the costs of any improvements for urban redevelopment purposes and other purposes described in the TIF Ordinance related to the TIF Site as authorized in O.R.C. Section 5709.41; and (4) determined to enter into this Agreement with the Developer, as initial Owner of the entire TIF Site during the term of construction of the Development, to provide for, among other things, the payment of the Service Payments by the Owners with respect to the TIF Site; and

WHEREAS, pursuant to the TIF Act, the TIF Ordinance, and this Agreement, the Developer desires to agree, for itself and for each of its successors and assigns as Owners of all or any portion of any of the real property comprising the TIF Site, to pay Service Payments in an amount equal to the amount of real property taxes that would have been paid with respect to the real property comprising the TIF Site had the TIF Exemption not been granted by the City under the TIF Act and the TIF Ordinance and applied for and allowed thereunder and in certain circumstances, to pay minimum service payments in the event the true value of the TIF Site does not meet certain valuation thresholds; and

WHEREAS, the parties have entered into a Development Agreement dated July [___], 2021 (“Development Agreement”) which, among other things, lays out the agreed upon plan and schedule of development, including restrictions on use of the Development Site; and

WHEREAS, the obligation of the City to provide the statutory service payments generated from the Project (the “Project TIF Revenue”) for the Development in accordance with this Agreement is contingent upon the satisfaction of all of the contingencies with respect to the Development contained in the Development Agreement entered into between parties.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, the City and the Developer covenant, agree, and bind themselves as follows:

SECTION 1. TAX EXEMPTION; PRIORITY OF EXEMPTIONS. In accordance with O.R.C. Section 5709.41, and subject to the terms of the Development Agreement, the parties hereby agree that the TIF Exemption is a 100% exemption from real property taxation for the Improvement for a period commencing with the effective date of the TIF Ordinance and ending on the earlier of (i) 30 years after such exemption commenced or (ii) the date on which the City can no longer require service payments in lieu of taxes, all in accordance with the requirements of the TIF Statutes (the “Exemption Period”). Each Owner shall make Service Payments in an amount equal to the real property taxes that would have been payable with respect to the Improvement owned by that Owner had an exemption with respect to such Improvement not been applied for by the Owner and allowed under O.R.C. Section 5709.41. Each Service Payment to be made under this Agreement will be made on a semi-annual basis in an amount equal to one-half of the annual property tax amount that would have been payable had the TIF Exemption not been granted. The Service Payments shall be due and payable on each January 15 and July 15 or such other date as the Treasurer of Erie County, Ohio (the “County Treasurer”) determines property taxes are due (such date being hereinafter referred to as a “Service Payment Date”) until expiration or termination of the TIF Exemption.

SECTION 2. OBLIGATION TO MAKE SERVICE PAYMENTS. In the event that any Service Payment or any installment thereof, is not paid when due by any Owner on any Service Payment Date, to the extent that the County does not impose a late fee or delinquency charge, the City may impose and collect a late payment charge, payable to the City, in the amount of the charges for late payment of real property taxes, including penalty and interest, which would have been paid pursuant to O.R.C. Section 323.121 on the delinquent amount.

It is intended and agreed that the covenants provided in this Agreement shall be covenants running with the land and that they shall, in any event and without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit and in favor of and enforceable by the City whether or not this Agreement remains in effect. It is further intended and agreed that this Agreement and the Development Agreement and the covenants therein shall remain in effect for the full period of the TIF Exemption permitted in accordance with the requirements of the Development Agreement, the TIF Act, and the TIF Ordinance enacted pursuant thereto. Each Owner shall only be responsible for making Service Payments that become due and payable during the period of that Owner’s ownership of all or any portion of the TIF Site and only with respect to the portion of the TIF Site owned by the Owner. Upon satisfaction of each Owner’s obligations under this Agreement and termination of the obligations of the Owners to make the Service Payments, the City shall, upon the request of an Owner, execute an instrument in recordable form evidencing such termination and releasing the covenants running with the land set forth in the deed. The parties acknowledge that the provisions of O.R.C. Section 5709.91, which specify that the Service Payments shall be treated in the same manner as taxes for all purposes of the lien described in O.R.C. Section 323.11, including but not limited to, the priority of the lien and the collection of Service Payments, shall apply to this Agreement. The City and each Owner shall perform

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

Except with respect to the agreed upon Minimum Service Payments described in Section 3 of this Agreement, no Owner shall, under any circumstances, be required to pay both real property taxes with respect to any portion of an Improvement and Service Payments for any tax year with respect to that portion of an Improvement, whether pursuant to O.R.C. Section 5709.42, the TIF Ordinance, this Agreement or any other applicable law.

SECTION 3. MINIMUM VALUATION; MINIMUM SERVICE PAYMENTS

The parties intend that during the term of this Agreement the true value of commercial use real property land and improvements constituting the TIF Site, including the true value of such real property exempted from real property taxes by any tax increment financing exemption applicable to such real property, but excluding the true value of such real property exempted from real property taxes by tax abatement, use exemptions, or other real property exemptions, applicable to such real property, all as determined in the official tax records of the Auditor of the County (the Taxable Value). In addition, the parties intend, and the Owner hereby agrees, that it shall in each year of the TIF Exemption pay a minimum service payment (the "Minimum Service Payment") in the amount necessary in that year in the amount set forth below.

The Owner shall make, in addition to the Service Payments, a Minimum Service Payment on each Service Payment date. Minimum Service Payments shall be payable on each Service Payment Date at the same time as Service Payments are payable in accordance with Section 2 of this Agreement. Minimum Service Payments due hereunder shall constitute minimum service payment obligations under the TIF Act. Each Minimum Service Payment shall be in an amount equal to the amount necessary such that, the Minimum Service Payment, plus the Service Payment, due in each year shall be no less than \$200,000.

It is intended and agreed, and it shall be so provided by each Owner in any future deed conveying the TIF Site or any part of the TIF Site, that the covenants and agreements provided in this Section 3 shall be covenants running with the land and that they, in any event and without regard to technical classification or designation, legal or otherwise, shall be binding to the fullest extent permitted by law and equity for the benefit and in favor of, and enforceable by, the City, whether or not such provision is included by the Owner in any succeeding deed to subsequent Owners. It is further intended and agreed that the covenants and agreements provided in this Section 3 shall remain effective only during the term of this Agreement.

SECTION 4. ADDITIONAL OBLIGATIONS.

A. Should any Owner default hereunder, such Owner shall pay in addition to the Service Payments and Minimum Service Payments such amount as is required to reimburse the City for any and all reasonably and actually incurred costs, expenses and amounts (including reasonable attorneys' fees) incurred by the City to enforce the provisions of this Agreement.

B. Within five (5) business days following the effective date of this Agreement, or the Developer's acquisition of title to the TIF Site, whichever occurs later, the Developer shall, at its sole cost and expense, cause this Agreement to be recorded in the real property records of the County, it being understood and agreed that the lien of this Agreement shall, in accordance with O.R.C. Sections 323.11 and 5709.91, be prior to any mortgage, assignment, lease or other conveyance of any part of or interest in the TIF Site, and prior to any security instrument encumbering all or any part of or interest in the Improvement;

provided, however, that nothing contained in this Agreement shall be construed to permit acceleration of the Service Payments and Minimum Service Payments beyond the current year that such Service Payments and Minimum Service Payments are due.

C. The obligation to perform and observe the agreements on the Owners' parts contained herein shall be binding and enforceable against each and every Owner by the County Treasurer, and shall also, to the extent permitted by law, be enforceable by the City.

D. The obligation of the City to provide the Project TIF Revenue for the Development in accordance with this Agreement is contingent upon the satisfaction of all of the contingencies with respect to the Development contained in the Development Agreement entered into between parties as more particularly provided therein.

SECTION 5. BINDING NATURE OF OBLIGATIONS; SECURITY FOR PAYMENT. Anything herein to the contrary notwithstanding, upon the effective date of this Agreement, the Owners' obligation hereunder to pay Service Payments and Minimum Service Payments and to perform and observe any other agreements on their part contained herein, shall be absolute and unconditional and shall be covenants running with the land and shall be binding and enforceable by the City against the Owners, but only to the extent of the respective Owners' obligations and only with respect to its or their interest in the TIF Site and the Improvement, or any part thereof or any interest therein. Each Owner's obligation to pay the Service Payments and Minimum Service Payments shall be secured by a lien on its interest in the TIF Site and the Improvement, as provided by law and described in Section 12. Notwithstanding any provision of this Agreement to the contrary, Developer's and each Owner's liability under this Agreement shall be limited its right, title and interest in the Development. In no event shall Developer, any other Owner, or any of their respective employees, officers, managers, directors, partners, beneficiaries, members, joint venturers, shareholders, owners or affiliates be personally liable for any obligations hereunder.

SECTION 6. PAYMENT OF TAXES; CONTESTS. Each Owner shall pay, cause, or require to be paid, as the same become due, all taxes, assessments, whether general or special, and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the TIF Site (except as otherwise provided herein) or any personal property or fixtures installed or brought therein or thereon (including, without limiting the generality of the foregoing, and by way of example, any taxes levied against an Owner with respect to the receipts, income or profits from leasing or subleasing space within the Improvement, which, if not paid, may become or be made a lien on all or any portion of the TIF Site).

Notwithstanding the foregoing, and pursuant to the Development Agreement, the Developer or any individual Owner may, at their own expense and in good faith, contest the amount of any property taxes. Developer intends to consider the effect of changes in property values for all affected parties when participating in valuation challenges related to the TIF Site, as either a complainant or a counter-complainant.

SECTION 7. NOTICES. All notices, designations, certificates, requests or other communications under this Agreement shall be sufficiently given and shall be deemed given on receipt when personally delivered, or 48 hours after being mailed by registered or certified mail, postage prepaid: if to the City, at 240 Columbus Avenue, Sandusky, OH 44870 Attention: City Manager, with a copy to the Law Director at 240 Columbus Avenue, Sandusky, OH 44870, if to the Developer, at c/o Wickens Herza Panza, Attn: John D. Frankel, 35765 Chester Road, Avon, Ohio 44011, with copies to the Owners, at their address or addresses of record on file in the office of the County Auditor of Erie County, Ohio. The City, the Developer, and any individual Owner may, by notice given under this Agreement, designate any further or different

addresses to which subsequent notices, designations, certificates, requests or other communications shall be sent, and shall provide copies of all such communications to any of the others to all of the others.

SECTION 8. EXEMPTION APPLICATIONS. Promptly upon the execution of this Agreement, the City shall file the required DTE form (or any other applicable or required forms) to evidence the City's application for exemption from real property taxation with respect to the TIF Site pursuant to O.R.C. Section 5709.911(A)(1). The City, the Developer, and any individual Owner shall cooperate with each other, and execute such further documents and provide such further information as are reasonably required in connection with the filing and processing of such applications. The parties hereto intend that such exemption from real property taxation will apply initially on the date on which the TIF Ordinance is effective and shall use due diligence and commercially reasonable efforts to that end. The Developer and any individual Owner shall continuously use due diligence and employ commercially reasonable efforts to keep such exemptions in force, not permitting the same to lapse or be suspended or revoked for any reason within the Developer's or any individual Owner's control.

SECTION 9. EFFECTIVE DATE; DURATION OF AGREEMENT. This Agreement shall become effective only after its execution and delivery by the parties. Unless sooner terminated pursuant to the terms hereof, this Agreement shall expire at the end of the Exemption Period or the termination of the Development Agreement, whichever occurs first. Upon expiration or termination of this Agreement, the City will cause this Agreement to be cancelled of record at the cost of the Owners.

SECTION 10. APPLICATION OF SERVICE PAYMENTS. The Service Payments and Minimum Service Payments shall be made by or on behalf of the Owners to the County Treasurer on or before the applicable Service Payment Dates. Upon receipt of the Service Payments and Minimum Service Payments from the County Treasurer, the City shall deposit the Service Payments and Minimum Service Payments in the TIF Fund established by or designated in the TIF Ordinance; provided, that all such amounts received by the City shall be allocated for the purposes set forth in the TIF Ordinance, including, without limitation (i) payment of the costs of any improvements for urban redevelopment purposes or other purposes provided in the TIF Ordinance related to the TIF Site as authorized in O.R.C. Section 5709.41; or (ii) other authorized uses by the City as permitted under Ohio law.

SECTION 11. REIMBURSEMENT OF DEVELOPER. The City shall pay to the Developer in accordance with the terms of this Agreement and the Development Agreement with respect to the Development for which a written requisition substantially in the form attached as Exhibit C (a "Written Requisition") is submitted to the City, a maximum of \$140,000 per year for the actual costs of such Development, including, but not limited to, the items of "costs of permanent improvements" contained in O.R.C. Section 133.15 (with the costs of the Development collectively referred to herein as the "Costs"). Any City fees not paid by the Developer will be payable out of the TIF Fund before any reimbursement of Developer provided below. Except as otherwise provided herein, the City shall pay \$140,000 of the Project TIF Revenue on deposit in the TIF Fund to or as directed by the Developer within forty-five (45) days of receipt by the City (each, a "Payment Date") until all eligible Costs have been paid in full or the maximum reimbursement of \$4,200,000 has been paid. All payments to the Developer hereunder on each Payment Date shall be made pursuant to written instructions provided by the Developer.

Notwithstanding any other provision of this Agreement, the City's payment obligations hereunder are limited to the monies in the TIF Fund and do not constitute an indebtedness of the City within the provisions and limitations of the laws and the Constitution of the State of Ohio, and the Developer does not have the right to have taxes or excises levied by the City for the payment of the Costs and interest thereon.

At any time of which there exists a Developer default of the Development Agreement, the City, at its option, may, but shall not be obligated to, by written notice to the Developer, cease disbursements of the

proceeds from the TIF Fund until such Developer default has been cured. Furthermore, in the event of a Developer default that extends beyond the applicable cure period in the Development Agreement the City shall have those remedies identified in the Development Agreement.

SECTION 12. DEFAULTS AND REMEDIES. The following shall be events of default under this Agreement:

- (a) the failure of the Developer or any individual Owner to pay no later than the thirtieth calendar day following its due date any Service Payment, Minimum Service Payment, or any installment thereof, due by the Developer or any individual Owner, including any applicable late payment charges;
- (b) the failure of the Developer or any individual Owner to perform or observe any other covenant made by it in or pursuant to this Agreement, which failure shall continue for more than 30 days following written notice thereof by the City.
- (c) the failure by the City to provide the Project TIF Revenue to the Developer or its designee within forty-five (45) days following the deposit of such Project TIF Revenue by the City into the TIF Fund; provided, however, that the Developer has complied with the cost certification requirements of Section 10 hereof.
- (d) the failure of the City to perform or observe any other covenant made by it in or pursuant to this Agreement, which failure shall continue for more than 30 days following written notice thereof by the Developer.

Upon the occurrence and continuation of any event of default, in addition to other rights of enforcement granted hereunder, the City or the Developer shall be entitled to exercise any and all remedies available to it hereunder, including the remedies described in Section 12, or under applicable law. Waiver by the City or the Developer of any event of default shall not be deemed to extend to any subsequent or other event of default under this Agreement. The City and the Developer acknowledge and agree that the timely payment of Project TIF Revenue to the Developer is a material term of this Agreement.

SECTION 13. ENFORCEMENT; FORECLOSURE OF LIEN. The provisions of this Agreement with respect to the obligations of the Developer or any individual Owner may be enforced to the fullest extent permitted by law, by (i) the City, and (ii) the County Treasurer. It is the intention and agreement of the Developer, as an Owner, that this Agreement shall constitute and be deemed to be a lien encumbering and running with the real property comprising the TIF Site to secure the obligations of the Developer and any individual Owners to make Service Payments and make Minimum Service Payments (and, if applicable, pay interest and penalties), which Service Payments and Minimum Service Payments are intended to have the same lien rights as real estate taxes and the same priority in accordance with O.R.C. Sections 323.11 and 5709.91. In furtherance of the foregoing, it is the intention of the Developer, as an Owner, that the City may, upon the occurrence of an event of default set forth in Section 12 hereof, and without limiting any other right or remedy otherwise available to the City, take all such steps as may be legally available to it to foreclose upon such lien pursuant to the procedures and requirements of Ohio law relating to either delinquent real estate taxes or mortgage liens; provided, that nothing contained in this Agreement shall be deemed to authorize any acceleration of Service Payments or Minimum Service Payments due in future years. The provisions of this Agreement shall encumber and run with the real property comprising the TIF Site.

SECTION 14. COUNTERPARTS; CAPTIONS. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and

the same Agreement. Captions have been provided herein for the convenience of the reader and shall not affect the construction of this Agreement.

SECTION 15. SEVERABILITY. In case any section or provision of this Agreement, or any covenant, agreement, stipulation, obligation, act or action, or part thereof, made, assumed, entered into or taken under this Agreement, or any application thereof, is held to be illegal or invalid for any reason, or is inoperable at any time, that illegality, invalidity or inoperability shall not affect the remainder thereof or any other section or provision of this Agreement or any other covenant, agreement, stipulation, obligation, act or action, or part thereof, made, assumed, entered into or taken under this Agreement, all of which shall be construed and enforced at the time as if the illegal, invalid or inoperable portion were not contained therein.

All illegality, invalidity or inoperability shall not affect any legal, valid and operable section, provision, covenant, agreement, stipulation, obligation, act, action, part or application, all of which shall be deemed to be effective, operative, made, assumed, entered into or taken in the manner and to the full extent permitted by law from time to time.

SECTION 16. GOVERNING LAW AND CHOICE OF FORUM. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. All claims, counterclaims, disputes and other matters in question between the City, its agents and employees; the Developer, its employees, contractors, subcontractors and agents; and any individual Owner, its employees, contractors, subcontractors and agents arising out of or relating to this Agreement or its breach will be decided in a state court of competent jurisdiction within the State of Ohio.

SECTION 17. ENTIRE AGREEMENT. This document (with its exhibits) contains the entire agreement between the parties and supersedes any prior discussions, representations, warranties, or agreements between them respecting the subject matter. No changes or amendments shall be made or be binding unless made in writing and signed by each of the parties.

SECTION 18. NO CITY EXPENDITURES IN YEAR OF EXECUTION. Nothing contained in this Agreement shall be construed to require the City to expend funds in connection with the performance of this Agreement in fiscal year 2021.

SECTION 19. ADDITIONAL DOCUMENTS; AMENDMENT. The parties hereto agree for themselves and their respective successors, assigns and transferees, to execute any further agreements, documents or instruments as may be reasonably necessary to fully effectuate the purpose and intent of this Agreement in compliance with all laws and ordinances controlling this Agreement. Any amendment to this Agreement must be in writing and signed by or on behalf of all parties or their respective permitted successors, assigns, and transferees.

SECTION 20. ASSIGNMENTS. This Agreement shall be binding on the parties hereto and their respective successors and assigns. Except as otherwise discussed below, this Agreement may not be assigned by any party hereto without the written consent of the other party, not to be unreasonably withheld.

[Balance of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the City and the Developer have caused this Agreement to be executed in their respective names by themselves or their duly authorized officers, as applicable, all as of the date hereinbefore written.

CITY OF SANDUSKY, OHIO

Eric Wobser, City Manager

APPROVED AS TO FORM:

Brendan Heil, Director of Law

COOKE BUILDING LLC

By:

Its:

STATE OF OHIO)
) ss:
COUNTY OF _____)

On this ____ day of _____, 202__, personally appeared before me, a Notary Public in and for the State of Ohio, City of Sandusky, Ohio, by _____, known to be the _____ of said City, who acknowledged that he is duly authorized to execute this Agreement and who acknowledged the signing and sealing of the said Agreement on behalf of said City to be a voluntary act and deed, and the voluntary act and deed of said City. The notarial act certified hereby is an acknowledgment. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

Notary Public

My commission expires: _____

[NOTARY SEAL]

STATE OF OHIO)
) ss:
COUNTY OF _____)

On this ____ day of _____, 202__, personally appeared before me, a Notary Public in and for the State of Ohio, by _____, _____ of COOKE BUILDING LLC, who acknowledged that he is duly authorized to execute this Agreement and who acknowledged the signing and sealing of the said Agreement on behalf of COOKE BUILDING LLC to be a voluntary act and deed, and the voluntary act and deed of COOKE BUILDING LLC. The notarial act certified hereby is an acknowledgment. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

Notary Public

My commission expires: _____

[NOTARY SEAL]

This instrument prepared by:
Robert McCarthy, Esq.
Bricker & Eckler LLP
100 South Third Street
Columbus, Ohio 43215

EXHIBIT A

Legal Description of the TIF Site

Permanent Parcel Nos: 56-00527.000, 56-00528.000 and 56-00528.001

EXHIBIT B

City TIF Ordinance

EXHIBIT C

FORM OF WRITTEN REQUISITION

No.____

(For Cost of Work)

To: City of Sandusky, Ohio

Attention: _____, _____

Subject: Written Requisition for Costs of Development pursuant to the terms of the Service Agreement dated _____, 2021 (the "Agreement"), by and between the City of Sandusky, Ohio, and COOKE BUILDING LLC (the "*Developer*").

You are hereby requested to approve the amount of \$_____ as Cost of the Development for the purposes set forth in Item I attached hereto. Unless otherwise defined herein, all capitalized terms set forth but not defined in this Written Requisition have the respective meanings assigned to them in the Agreement.

The undersigned authorized representative of the Developer does hereby certify on behalf of the Developer that:

I have read the Agreement and definitions relating thereto and have reviewed appropriate records and documents relating to the matters covered by this Written Requisition;

The disbursement herein requested is for an obligation properly incurred, is a proper charge as a Cost of the Development (as defined in the Agreement), and has not been the basis of any previous reimbursement request;

The Developer is in material compliance with all provisions and requirements of the Agreement and the Development Agreement;

The reimbursement requested hereby does not include any amount which is being retained under any holdbacks or retainages provided for in any applicable agreement;

The Developer has, or the appropriate parties on the Developer's behalf has, asserted its entitlement to all available manufacturer's warranties to date upon acquisition of possession of or title to the Development or any part thereof which warranties have vested in the Developer;

The Developer certifies that (i) there is not any attested account claim from any subcontractor, material supplier or laborer who has performed labor or work or has furnished materials for the Development for which reimbursement is requested pursuant to this Written Requisition; or (ii) has provided security discharging any known attested account claims.

EXECUTED this day of _____, 202_.

By: _____

Printed: _____

Title:

ITEM I

Requisition No. _____ for the Development

Pay to _____

Amount \$ _____

For Account of:

Account Number:

Wiring Instructions:

For the purpose of reimbursing the following payments previously paid by the Developer for the Costs of the Development:

Name of Vendor	Service Rendered	Time Period	Cost of Service Rendered
1.			
2.			