



**SANDUSKY CITY COMMISSION
REGULAR SESSION AGENDA
OCTOBER 25, 2021 AT 5 P.M.
CITY HALL, 240 COLUMBUS AVENUE**

INVOCATION	Mike Meinzer
PLEDGE OF ALLEGIANCE	
CALL TO ORDER	
ROLL CALL	M. Meinzer, W. Poole, D. Murray, D. Brady, N. Twine, D. Waddington & B. Harris
APPROVAL OF MINUTES	October 11, 2021
AUDIENCE PARTICIPATION	
PRESENTATION	Update on Neighborhood Ice Cream Socials – Arin Blair, Chief Planner
PUBLIC HEARING	Proposed Amendments to the Planning and Zoning Code, Chapter 1157 – Floodplain Administration
COMMUNICATIONS	Motion to accept all communications submitted below
CURRENT BUSINESS	

CONSENT AGENDA ITEMS

ITEM A – Submitted by Aaron Klein, Public Works Director

RATIFICATION OF ODNR URBAN TREE CANOPY GRANT

Budgetary Information: The estimated cost of the project is \$20,000, of which will initially be paid with City funds and then reimbursed through the grant program, their match is 50%.

RESOLUTION NO. _____: It is requested a resolution be passed approving the submission of a grant application to the Ohio Department of Natural Resources, Division of Forestry, for financial assistance through the Urban Canopy Restoration Grant Program for the 2022 Urban Canopy Project; and declaring that this resolution shall take immediate effect in accordance with section 14 of the City Charter.

ITEM B – Submitted by Aaron Klein, Public Works Director

PURCHASE OF ROCK SALT FOR CALENDAR YEAR 2021-2022

Budgetary Information: Funds for the purchase of bulk rock salt are routinely budgeted in the Street Fund each year. The total allocation for 2022 would be \$112,500.00.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to purchase bulk highway deicing rock salt for the Division of Streets & Traffic to be used in the calendar year 2022 from Compass Minerals America, Inc. of Overland Park, Kansas; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM C – Submitted by Cathy Myers, Commission Clerk

NEW LIQUOR PERMIT FOR SIP & SPIN, LLC

Budgetary Information: There is no budgetary impact for this item.

Notice to Legislative Authority for a new D1 (beer only for on premises consumption or in original sealed containers for carryout only until 1 a.m.) and D3 (spirituous liquor for on premises consumption only until 1 a.m.) liquor permits for Sip & Spin, LLC dba Sip & Spin located at 151 East Market Street.

ITEM D – Submitted by Michelle Reeder, Finance Director

BUDGET AMENDMENT #4

Budgetary Information: Appropriation amendments are required to update the 2021 budget. Funds include: General Fund, Park & Recreation Fund, and Capital Projects.

ORDINANCE NO. _____: It is requested an ordinance be passed adopting Amendment No. 4 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 E – Submitted by Aaron Klein, Public Works Director

RATIFY EMERGENCY PURCHASE OF MUFFIN MONSTER GRINDER

Budgetary Information: The total cost for the purchase of a CMD2410-XD52 Upgrade Muffin Monster channel grinder from JWC Environmental is \$21,381.00 and paid with Sewer Funds.

ORDINANCE NO. _____: It is requested an ordinance be passed ratifying the emergency purchase of a Muffin Monster channel grinder for the Venice Road Pump Station; authorizing and directing the City Manager and/or the Finance Director to expend funds to JWC Environmental of Santa Ana, California, in the amount of \$21,381.00; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM F – Submitted by Jared Oliver, Police Chief and Jim Green, Interim Fire Chief

ANNUAL PAYMENT TO ERIE COUNTY FOR 911 SERVICES

Budgetary Information: The total amount of this expenditure is \$16,502.47. The replacement cost is \$9,076.36 and the maintenance cost is \$7,426.11. The cost will be paid with funds from the Police Department’s 2021 Operating Budget in the amount of \$8,251.24 and from the EMS Fund in the amount of \$8,251.23.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing payment for replacement and maintenance costs for the calendar year 2022 pursuant to the 9-1-1 agreement between the City of Sandusky and Erie County; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

REGULAR AGENDA ITEMS

ITEM #1 – Submitted by Michelle Reeder, Finance Director

MOU WITH CEDAR POINT (RELATING TO TAX ORDINANCES)

Budgetary Information: Any budgetary impact of the contemplated expenditures are offset by the revenue from the increased admissions and parking taxes.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a memorandum of understanding with Cedar Fair L.P. relating to certain collaborative economic development efforts within the City of Sandusky; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM #2 – Submitted by Michelle Reeder, Finance Director

PARKING TAX ORDINANCE -FIRST READING

Budgetary Information: Initiating a parking tax will raise revenue received in the City’s General Fund.

ORDINANCE NO. _____: It is requested an ordinance be passed amending Part One (Administrative Code), Title Nine (Taxation), by adoption of New Chapter 189 (Parking Occupancy Tax) of the Codified Ordinances, in the manner and way specifically set forth hereinbelow.

ITEM #3 – Submitted by Michelle Reeder, Finance Director

ADMISSIONS TAX ORDINANCE – FIRST READING

Budgetary Information: An increase to the admission tax rate levied will raise the revenue received in the City’s General Fund.

ORDINANCE NO. _____: It is requested an ordinance be passed amending Part One (Administrative Code), Title Nine (Taxation), Chapter 195 (Admissions Tax) of the Codified Ordinances, in the manner and way specifically set forth hereinbelow.

ITEM #4 – Submitted by Joshua Snyder, Public Works Engineer

CHAPTER 1157 FLOOD DAMAGE REDUCTION AMENDMENTS – FIRST READING

Budgetary Information: There are no fees associated with making these administrative changes.

ORDINANCE NO. _____: It is requested an ordinance be passed amending Part Eleven (Planning and Zoning Code) Title Five (Additional Zoning Requirements), Chapter 1157 (Flood Damage Reduction) of the Codified Ordinances of the City of Sandusky in the manner and way specifically set forth hereinbelow.

ITEM #5 – Submitted by Aaron Klein, Public Works Director

EMERGENCY PURCHASE OF SODIUM PERMANGANATE FOR BIG ISLAND WATER WORKS

Budgetary Information: The cost of \$36,981.00 to procure 35,220 pounds of sodium permanganate (NaMnO4) would be paid with funds from the Big Island Water Works Plant’s operating budget. Although \$76,992 (12,000 gallons) was approved via Ordinance 20-163, this will be the only purchase of this material during the current budget cycle. Therefore, the net savings in 2021 for this material will be \$40,011.00.

ORDINANCE NO. _____: It is requested an ordinance be passed ratifying the emergency purchase of 35,220 pounds, more or less of liquid sodium permanganate from Bonded Chemicals, Inc. of Columbus, Ohio, for use at the Big Island Water Works Plant; authorizing and directing the City Manager and/or Finance Director to expend funds to Bonded Chemicals, Inc. of Columbus, Ohio, in the amount of \$36,981.00; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM #6 – Submitted by Jason Werling, Recreation Superintendent

IRONMAN EVENT AGREEMENT

Budgetary Information: The total host fee of \$75,000 is paid over three years at \$25,000 per year and will be paid out of Recreation or Capital Funds.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a host venue agreement with World Triathlon Corporation and Lake Erie Shores & Islands for services related to hosting Ironman 70.3® Ohio Triathlon events for the Recreation Department; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM #7 – Submitted by Nichole Grohe, Community Development Programs Administrator

PAYMENT TO JENMET CONSTRUCTION FOR SERVICES RELATED TO CHIP PROGRAM

Budgetary Information: The City will issue payment in the amount of \$32,833.00 to Jenmet Construction, LLC for using federal housing program income funds. There is no impact on the City’s General Fund.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager and/or Finance Director to make payment to Jenmet Construction, LLC of Lorain, Ohio for services related to the Community Housing Impact and Preservation (CHIP) Program; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM #8 – Submitted by John Orzech, Assistant City Manager

NATURAL GAS AGGREGATION AGREEMENT WITH CONSTELLATION

Budgetary Information: There is no direct impact to the General Fund.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a third amendment to the endorsement agreement with Constellation NewEnergy – Gas Division, LLC, for the City’s Natural Gas Aggregation Program; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM #9 – Submitted by James Green, Interim Fire Chief

FIRE DEPARTMENT PUMPER PURCHASE

Budgetary Information: The total amount for the 2022 Sutphen Heavy Duty Pumper purchase is \$642,345.00 through the Ohio State Cooperative Purchasing Program Schedule contract #800814. The cost of this purchase will be paid from Capital Funds.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement for the purchase of a 2022 Sutphen Heavy Duty Pumper with custom Sutphen Monarch Chassis through the State of Ohio Department of Administrative Services Cooperative Purchasing Program from Sutphen Corporation of Dublin, Ohio; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM #10 – Submitted by Stuart Hamilton, I.T. Manager, Jared Oliver, Chief of Police, Jim Green, Interim Fire Chief

PURCHASE EMERGENCY RADIO SIMULCAST SYSTEM FOR POLICE AND FIRE

Budgetary Information: The total cost of the emergency radio simulcast system will be \$99,612.26 which includes a credit of \$2,500.00 for the old voters, voter cards, module, repeater, and miscellaneous accessory equipment, and will be paid from the Capital Fund.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to dispose of personal property as having become unnecessary and unfit for City use pursuant to Section 25 of the City Charter; authorizing and directing the City Manager to expend funds for the purchase and installation of an emergency radio simulcast system through the State of Ohio Department of Administrative Services Cooperative Purchasing Program from VASU Communications, Inc., of Avon, Ohio, for the Police and Fire Departments, and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

CITY MANAGER’S REPORT

OLD BUSINESS

NEW BUSINESS

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

EXECUTIVE SESSION(S)

ADJOURNMENT

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



DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager
From: Aaron M. Klein, P.E.
Date: October 13, 2021
Subject: **Commission Agenda Item – Grant Application Submission for Urban Canopy Restoration Grant Funds**

ITEM FOR CONSIDERATION: Legislation approving the submission of a grant application to the Ohio Department of Natural Resources (ODNR), Division of Forestry for Urban Canopy Restoration Grant Funds made possible by the USDA Forest Service Urban & Community Forestry Program and if approved approval to execute a grant agreement for the proposed City of Sandusky 2022 Urban Canopy project.

BACKGROUND INFORMATION: With the support of City Commission the City has been a proud recipient of several past forestry and green infrastructure grants, helping with reducing run-off into our water ways and expanding our green canopy. The most recent grant received through the US EPA provided grant funding for the planting of 290 trees.

City Staff received a Request for Proposals from ODNR to apply for grant funding for the installation of new trees on City properties and within rights-of-way to assist with expanding the urban forest, and believes this is another supportive grant program to continue with our mission for keeping our tree inventory healthy and continuously growing.

The grant will provide up to a 50% match to City funds on the project, the Division of Forestry in coordination with the Division of Engineering Services is currently developing a quality project to help address canopy deficient areas with the planting of new trees totaling \$20,000. Final planting locations will not be selected until the funding is awarded, but locations would be in boulevards, throughout parks, along the pathway, or on other city properties.

BUDGETARY INFORMATION: The estimated cost of the project is \$20,000, of which will initially be paid with City funds and then reimbursed through the grant program, their match is 50%.

ACTION REQUESTED: It is recommended that proper legislation be prepared to approve the submission of a grant application to the Ohio Department of Natural Resources (ODNR), Division of Forestry for Urban Canopy Restoration Grant Fund and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter to allow for application submission prior to the deadline of Friday, October 29, 2021.

I concur with this recommendation:

Eric Wobser, City Manager

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

RESOLUTION NO. _____

A RESOLUTION APPROVING THE SUBMISSION OF A GRANT APPLICATION TO THE OHIO DEPARTMENT OF NATURAL RESOURCES, DIVISION OF FORESTRY, FOR FINANCIAL ASSISTANCE THROUGH THE URBAN CANOPY RESTORATION GRANT PROGRAM FOR THE 2022 URBAN CANOPY PROJECT; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, Ohio communities have faced a significant decrease in urban tree canopy from invasive insects and disease, extreme weather events, and development pressures and at the height of Ohio's Emerald Ash Borer (EAB) infestation, Ohio lost over 10,000 acres of urban tree canopy each year, totaling an estimated \$9.3 million net loss in benefits per year and although this decline has been offset by federal, state, and local efforts to increase canopy, much remains to equally restore Ohio's urban tree canopy to pre-EAB levels; and

WHEREAS, funds supplied by the USDA Forest Service Urban & Community Forestry Program for this grant program are intended to address the critical need to restore and improve urban forests due to catastrophic losses from EAB and to reduce the impact of climate change, while building resiliency through tree planting in urban communities where trees are critical to human health; and

WHEREAS, the estimated cost of the 2022 Urban Canopy Project is \$20,000.00 and involves the planting of new trees to address canopy deficient areas in boulevards, parks, along the Sandusky Bay Pathway, and other City properties with final locations to be selected if funds are awarded; and

WHEREAS, the grant requires a match of 50% (\$10,000.00) which will be paid with City 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 submit the grant application to the Ohio Department of Natural Resources, Division of Forestry, by the deadline of October 29, 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 **Resolution** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter; and NOW, THEREFORE

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

Section 1. This City Commission hereby approves the submission of a grant application to the Ohio Department of Natural Resources, Division of Forestry, for

financial assistance through the Urban Canopy Restoration Grant Program for the 2022 Urban Canopy Project and authorizes and directs the City Manager to provide all information and documentation required to become eligible for possible funding assistance and to execute any grant agreements and lawfully expend funds consistent with the application and agreement should they be awarded.

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

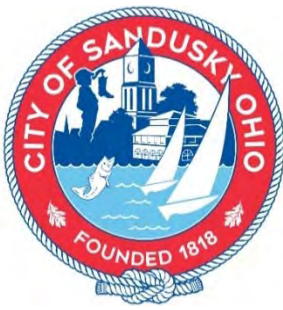
Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Resolution were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: October 25, 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: Aaron M. Klein, P.E.

Date: October 14, 2021

Subject: Commission Agenda Item – Purchase Bulk Rock Salt for CY 2022

ITEM FOR CONSIDERATION: Legislation to purchase bulk highway deicing rock salt for calendar year 2022.

BACKGROUND INFORMATION: Since 1998, the City of Sandusky (City) has been included in the bidding procedure utilized by Erie County (County) to obtain bulk highway deicing rock salt. The bid included the County Engineer, County Facilities Department, twelve other political subdivisions and Sandusky City Schools, of which the City's salt requirements are approximately 25% of the total bid quantity. As a top purchaser under this contract, the City helps facilitate reduced costs for all participants in the County's bid process based on increased tonnage.

Bids submitted to County Commissioners included eight (8) townships, three (3) villages, City of Huron, City of Sandusky, and two (2) separate County departments and Sandusky City Schools for a total of 10,165 tons, of which the City's allocation is 2,500 tons. Erie County has awarded the salt contract for CY 2022 to Compass Minerals America, Inc., of Overland Park, Kansas, at a rate of \$45.00 per ton for delivery or \$47.44 per ton for pick up at 931 W. Water Street in Sandusky. The price for 2020 was \$44.20 per ton for delivery or \$41.00 per ton for pick up

Should the City use its total allocated quantity of salt, the budget impact would be a maximum of \$112,500.00. In the early stages of inclement weather, City crews pretreat the Milan Road overpass, main corridors and underpasses with brine in an effort to decrease snow and ice accumulation, as well as salt usage. In addition, crews will opt to have salt delivered at the reduced price which will free up staff time for more other projects. Because of the lower rate in 2021, the City will maximize stock before the end of the year.

BUDGETARY INFORMATION: Funds for the purchase of bulk rock salt are routinely budgeted in the Street Fund each year. The total allocation for 2022 would be \$112,500.00.

ACTION REQUESTED: It is recommended that proper legislation be prepared to purchase bulk deicing rock salt from Compass Minerals America Inc. of Overland Park, Kansas, at an amount not to exceed \$112,500.00 and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter so the contract can be signed by November which would allow for the purchase of deicing rock salt for calendar year 2022 and allow for salt application as weather dictates.

I concur with this recommendation:

Eric Wobser, City Manager

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

RESOLUTION NO. 21-318

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF
ERIE COUNTY, OHIO, FOR THE PURPOSE OF ENTERING INTO AN
AGREEMENT WITH COMPASS MINERALS AMERICA, INC.**

The Board of County Commissioners of Erie County, Ohio, met this 28th day of September, 2021, in special session with the following members present:

Patrick J. Shenigo, Mathew R. Old, and Stephen L. Shoffner.

Mr. Old introduced the following resolution and moved its adoption.

**BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF
ERIE COUNTY, OHIO:**

THAT, this Board hereby enters into an agreement with Compass Minerals America, Inc., 9900 W. 109th Street, Suite 100, Overland Park, Kansas 66210, for the purpose of furnishing rock salt for highway ice control during the 2022 calendar year for the Erie County Engineer and various other political subdivisions throughout Erie County, according to the provisions as outlined in the attached document; and

THAT, this Board of County Commissioners hereby finds and determines that all formal actions relative to the adoption of this resolution were taken in an open meeting of this Board; and that all deliberations of this Board and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including Section 121.22 of the Revised Code.

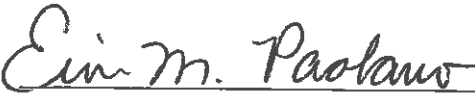
Mr. Shoffner seconded the motion for the adoption of said resolution; and the roll being called upon its adoption, the vote resulted as follows:

Roll Call: Mr. Old, Aye; Mr. Shoffner, Aye; Mr. Shenigo, Aye

Adopted: September 28, 2021

CERTIFICATE

I, Erin M. Paolano, Clerk of the Board of County Commissioners of Erie County, Ohio, hereby do certify that the above is a true and correct copy of resolution adopted by said Board under said date, and as same appears in Commissioners' Journal Volume #227.

 Clerk
Board of County Commissioners
of Erie County, Ohio

Approved by County Administrator 
Hank S. Solbwiej, CPA

AUDITOR'S CERTIFICATE

I hereby certify that the sum of **\$0.00**, being the amount needed to meet the obligations of the foregoing Agreement with **COMPASS MINERALS AMERICA, INC.**, is in the county treasury to the credit of an appropriate fund duly appropriated for such purpose and not otherwise encumbered or in the process of collection.

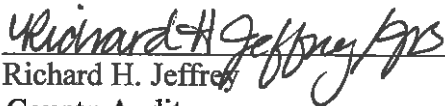
21510-4040-522000
ENGINEER

RESO. NO: _____

CONTRACT NO: _____

P.O. NUMBER: _____

Date: 9/15/2021



Richard H. Jeffrey
County Auditor

Approved As to Content:



Elected Official/Department Head

AUDITOR'S CERTIFICATE

I hereby certify that the sum of **\$0.00**, being the amount needed to meet the obligations of the foregoing Agreement with **COMPASS MINERALS AMERICA, INC.**, is in the county treasury to the credit of an appropriate fund duly appropriated for such purpose and not otherwise encumbered or in the process of collection.

10100-1080-522000
FACILITIES

RESO. NO: _____

CONTRACT NO: _____

P.O. NUMBER: _____

Date: 9/15/2021

Richard H. Jeffrey / 9/15
Richard H. Jeffrey
County Auditor

Approved As to Content:

[Signature]
Elected Official/Department Head

CONTRACT

This contract made and entered into this ____ day of _____, 2021, by and between Compass Minerals America, Inc., 9900 W. 109th Street, Suite 100, Overland Park, Kansas 66210, hereafter called the "Supplier" and the Board of Commissioners, Erie County, Ohio hereinafter called "Contracting Authority."

WITNESSETH:

The Supplier shall furnish 10,165 tons, more or less, of bulk highway deicing rock salt, treated to prevent caking, for highway ice control during the 2022 calendar year (1/01/2022 – 12/31/2022). Rock salt delivered to and or picked up by Buyer must be treated with sufficient amounts of anti-caking additives/chemicals so the rock salt will remain in a free flowing, usable condition (without the presence of clumping).

TO BE ALLOCATED AS FOLLOWS:

	Requested Tons	Cost of Pick-Up	Total	Cost for Delivery	Total
Erie County Engineer, Highway Dept.	3,200	\$47.44/ton	\$151,808.00	\$45.00/ton	\$144,000.00
Erie County Facilities Dept.	150	47.44/ton	\$7,116.00	45.00/ton	\$6,750.00
Berlin Township	200	47.44/ton	9,488.00	45.00/ton	9,000.00
Florence Township	100	47.44/ton	4,744.00	45.00/ton	4,500.00
Groton Township	100	47.44/ton	4,744.00	45.00/ton	4,500.00
Huron Township	600	47.44/ton	28,464.00	45.00/ton	27,000.00
Margaretta Township	300	47.44/ton	14,232.00	45.00/ton	13,500.00
Milan Township	600	47.44/ton	28,464.00	45.00/ton	27,000.00
Oxford Township	175	47.44/ton	8,302.00	45.00/ton	7,875.00
Perkins Township	600	47.44/ton	28,464.00	45.00/ton	27,000.00
Village of Berlin Heights	100	47.44/ton	4,744.00	45.00/ton	4,500.00
Village of Castalia	100	47.44/ton	4,744.00	45.00/ton	4,500.00
Village of Milan	400	47.44/ton	18,976.00	45.00/ton	18,000.00
City of Huron	1,000	47.44/ton	47,440.00	45.00/ton	45,000.00
City of Sandusky	2,500	47.44/ton	118,600.00	45.00/ton	112,500.00
Sandusky City Schools	40	47.44/ton	1,897.60	45.00/ton	1,800.00
Total Estimated Requirements	10,165		\$482,227.60		\$457,425.00

EACH COUNTY AGENCY WILL BE BILLED SEPARATELY. Rock salt to be picked up at a contract price of \$47.44/Ton. Rock salt to be delivered to any bid destination in Erie County Ohio, with no minimum tonnage required at a contract price of \$45.00/Ton, not to exceed **\$158,924.00** (\$151,808.00 – Erie County Engineer, \$7,116.00– Erie County Facilities Department) without prior written authorization. No deliveries will be made without prior written authorization by the Erie County Engineer or Erie County Facilities Department and written concurrence by the Erie County Auditor that the funds are available.

In the event of a conflict between the terms and conditions of this Contract and the terms and conditions of the bid dated AUGUST 19, 2021, the terms and conditions of the Contract shall prevail.

ROCK SALT CALENDAR YEAR 2022

SUPPLIER SERVICE REQUIREMENTS

The Supplier, upon written authorization of the Commissioners, will complete the work as detailed in the attached Request for Bid titled: TREATED ROCK SALT FOR HIGHWAY ICE CONTROL, along with the bid submitted by Compass Minerals America, Inc. on August 25, 2021.

SUPPLIER RESPONSIBILITIES

The Supplier shall submit a detailed invoice for the products picked up or delivered in accordance with the provisions in the original specifications.

TERM

This contract shall remain in effect from January 1, 2022 through December 31, 2022.

INDEMNITY

The Supplier shall indemnify, hold harmless and defend the Commissioners and the other political entities in Erie County, Ohio, and their employees, from and against any and all claims, liability, damage or loss to person or property which may arise or grow out of the performance of this contract by Supplier, Supplier's agents, employees, invitees or others acting on behalf of the Supplier.

INSURANCE REQUIREMENTS

The Supplier agrees to meet all insurance requirements, and workers' compensation requirements, as required by the Ohio Revised Code. This contract shall be governed by and construed in accordance with the laws of the State of Ohio.

MODIFICATION

This contract may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this contract shall be binding unless it is in writing and signed by all parties. In the event of cancellation of an executed order due to Commissioners' breach of contract, or for Commissioners' termination for convenience, Supplier will be compensated for product supplied to-date.

NOTICE TO PROCEED

The Supplier shall, upon receipt of a copy of the Erie County Commissioners resolution to enter into an agreement with supplier, provide product commencing on January 1st of the term described herein above. A purchase order, in accordance with the bidding documents shall be subsequently issued by Erie County.

NON-DISCRIMINATION

The Supplier shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry. The Supplier shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, including apprenticeship. Supplier agrees to comply with all pertinent provisions of Section 153.59 of the Ohio Revised Code.

FINDINGS FOR RECOVERY

The Supplier affirmatively represents and warrants to the State that it is not subject to a finding for recovery under R.C. 9.24, or that it has taken appropriate remedial steps required under R.C. 9.24 or otherwise qualifies under that section. The Supplier agrees that, if this representation or warranty is deemed to be false, the contract shall be void *ab initio* as between the parties to this contract, and any funds paid by the State hereunder immediately shall be repaid to the State, or an action for recovery immediately may be commenced by the State for recovery of said funds.

COUNTERPARTS

This contract may be executed in two or more counterparts, each shall be deemed to be an original and taken together shall be deemed to be one and the same instrument. This contract may be executed and delivered by facsimile or electronically in Microsoft Word or PDF format.

COMPONENT PARTS OF THIS CONTRACT

The executed contract documents shall consist of the following:

- a. This Contract
- b. Bid Specifications
- c. Signed copy of Bid
- d. Erie County Commissioner's Resolution to enter into an Agreement

These documents constitute the entire contract between the parties and its provisions shall be construed in accordance with the laws of the State of Ohio. This contract, together with other documents enumerated above, is as fully a part of the contract as if hereto attached or herein repeated, and forms the contract between the parties hereto. In the event that any provision in any component part of this contract conflicts with any provision of any other component part, the provision of the component part first enumerated above shall govern, except as otherwise specifically stated.

SIGNED AND ACKNOWLEDGED IN THE PRESENCE OF:

COMPASS MINERALS AMERICA, INC.



Signature

Director, US Highway Sales

Title

48-1047632

Taxpayer I.D. #

BOARD OF COUNTY
COMMISSIONERS OF ERIE
COUNTY, OHIO



Patrick J. Shenigo



Mathew R. Old



Stephen L. Shoffner

Approved as to Form:


Asst. Prosecuting Attorney

Approved as to Content:


Jack Farschman, P.E., P.S., Erie County Engineer


Gary Weilnau, Building & Grounds Superintendent

CONTRACT LIMITATION CERTIFICATE

I, Joel Grendes, on behalf of COMPASS MINERALS
(Name of representative of vendor)

AMERICA, INC., do hereby acknowledge that the maximum amount of monetary obligation of Erie County, Ohio, i.e., Board of County Commissioners of Erie County, Ohio, under the hereinbefore attached contract or agreement is \$158,924.00 UNLESS the Board of Erie County Commissioners gives PRIOR APPROVAL for additional expenditures of money under the contract or agreement and the County Auditor certifies to the availability of such additional funds. Erie County, Ohio, i.e., the Board of County Commissioners of Erie County, Ohio SHALL NOT BE HELD LIABLE by COMPASS MINERALS AMERICA, INC. for any monetary obligations under this contract or agreement above the maximum amount of \$158,924.00, UNLESS expenditures are approved by the Board.

[Signature]
Representative of Vendor

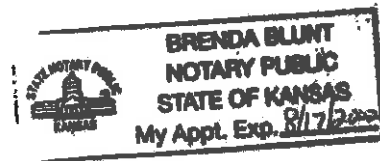
Sworn to before me and subscribed in my presence this 14th day of September, 2021.

Brenda Blunt
(Notary Public)

APPROVED AS TO CONTENT

[Signature]
Jack Farschman, P.E., P.S., Erie County Engineer

[Signature]
Gary Weilnau, Building & Grounds Superintendent



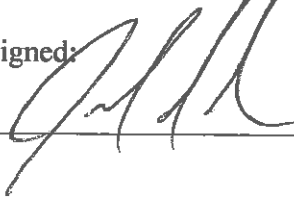
ATTACHMENT D
NON-COLLUSION AFFIDAVIT

State of ~~OK~~ Kansas
Johnson
~~Wichita~~ County

BID Identification: "TREATED ROCK SALT FOR HIGHWAY ICE CONTROL"

CONTRACTOR Joel Gerdes, being first duly sworn, deposes and says that he is Director of Sales (sole owner, a partner, president, secretary, etc.) of Compass Minerals America Inc the party making the foregoing BID; that such BID is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such BID is genuine and not collusive or sham; that said BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham BID and has not directly or indirectly colluded, conspired, connived or agreed with any BIDDER or anyone else to put in a sham BID, or that any one shall refrain from bidding; that said BIDDER has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the BID price of said BIDDER or of any other BIDDER, or to fix any overhead, profit or cost element of such BID price, or of that of any other BIDDER, or to secure any advantage against the CONTRACTING AUTHORITY awarding the contract or anyone interested in the proposed contract; that all statements contained in such BID are true; and further, that said BIDDER has not, directly or indirectly, submitted his BID price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, BID depository, or to any member of agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said BIDDER in his general business.

Signed:



Subscribed and sworn to before me this 20th day of August, 2021.

Seal of Notary





ATTACHMENT C

AFFIDAVIT OF CONTRACTOR OR SUPPLIER OF NON-DELINQUENCY OF
PERSONAL PROPERTY TAXES

O.R.C. 5719.042

STATE OF ~~OHIO~~ Kansas

SS:

TO:

The undersigned, being first duly sworn, having been awarded a contract by you for "TREATED ROCK SALT FOR HIGHWAY ICE CONTROL" hereby states that we are not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which you as a taxing district have territory and that we were not charged with delinquent personal property taxes on any such tax list. In consideration of the award of the above contract, the above statement is incorporated in said contract as a covenant of the undersigned.

Mary Wells

Sworn to before me and subscribed in my presence this 20th day of August, 20 21.

Alan Emmons

Notary Public





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/02/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Risk & Insurance Services 15 West South Temple, Suite 700 Salt Lake City, UT 84101	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE	
CN101916390-STND-GAWU-20-21	INSURER A : ACE American Insurance Company	NAIC # 22667
INSURED Compass Minerals Group, Inc. & The North American Salt Company 9900 W. 109th Street, Suite 100 Overland Park, KS 66210	INSURER B : N/A	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** SEA-003458416-11 **REVISION NUMBER:** 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR \$500,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		XSLG27630431	11/01/2020	11/01/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 OTHER \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		ISAH08873628	11/01/2020	11/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ COMPI/COLL DED \$ 2,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ OTHER \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	WLRC68929921 (AOS) SCFC68929933 (WI)	11/01/2020 11/01/2020	11/01/2021 11/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Road Salt
Board of County Commissioners of Erie County, Ohio is included as additional insured where required by written contract with respect to general liability.

CERTIFICATE HOLDER

Board of County Commissioners of Erie County, Ohio
2900 Columbus Avenue, Room 327
Sandusky, OH 44870

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Risk & Insurance Services

Tiffani Berrett

© 1988-2016 ACORD CORPORATION. All rights reserved.

Ohio

**Bureau of Workers'
Compensation**

30 W. Spring St.
Columbus, OH 43215

Certificate of Ohio Workers' Compensation

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit www.bwc.ohio.gov, or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer
01679402

Period Specified Below
07/01/2020 to 07/01/2021

COMPASS MINERALS
9900 W 109TH ST STE 100
OVERLAND PARK, KS 66210-1436



www.bwc.ohio.gov

Issued by: BWC

Stephanie McCloud

Administrator/CEO

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation

Required Posting

Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol, marijuana or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol, marijuana or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.

Ohio

**Bureau of Workers'
Compensation**

You must post this language with the Certificate of Ohio Workers' Compensation.

BID GUARANTY AND CONTRACT BOND
(Section 153.571)
(Not to be filled out if certified check is submitted.)

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned

Compass Minerals America Inc. 9900 W. 109th Street, Ste. 100 Overland Park, KS 66210

(Here insert full name or legal title of Contractor and Address)

as Principal and

RLI Insurance Company

(Here insert full name or legal title of Surety)

(licensed to do business in the State of Ohio) as Surety, are hereby held and firmly bound

unto

Board of Erie County Commissioners

(Here insert full name or legal title of Owner)

hereinafter called Obligee, in the penal sum of the dollar amount of the bid submitted by
the Principal to the Obligee on August 25, 2021 to undertake the project known as:

Treated Rock Salt for Highway Ice Control

(Here insert full name, address and description of the Project)

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of

dollars

(). (If the above line is left blank the penal sum will be the amount of the Principal's bid, including alternates. Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum will and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THE ABOVE OBLIGATIONS IS SUCH, that whereas the above named Principal has submitted a bid on the above referred project;

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications and bills for material; and in the event the Principal pays to the Obligee the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified in the bid and such larger amount for which the Obligee may be in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the Obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the Principal will pay the Obligee the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified in the bid, or the costs,

in connection with the resubmission, of printing new contract documents, required advertising and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be void, otherwise to remain in full force and effect. If the Oblige accepts the bid of the Principal and the Principal within ten (10) days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein; and

IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Oblige against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefore; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the Oblige herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions, or additions in or to the terms of said contract or in or to the plans and specifications therefore shall in any way affect the obligations of said Surety on its bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

SIGNED AND SEALED THIS 13th day of August, 2021

PRINCIPAL:

Compass Minerals America Inc.

BY: 

Joel Gerdes

TITLE: Director US Highway Sales

SURETY COMPANY ADDRESS

9025 N. Lindbergh Dr.

Street

Peoria, IL 61615

City

State

Zip

SURETY:

RLI Insurance Company

BY: 

Tina Davis

SURETY AGENT'S ADDRESS

Marsh USA Inc.

Agency Name

15 W South Temple Ste 700

Street

Salt Lake City, UT 84101

City

State

Zip

State of Utah }
County of Salt Lake } ss:

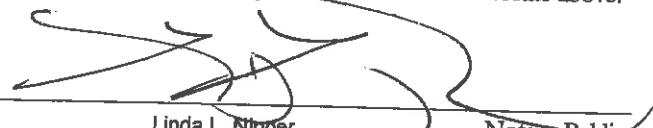
On August 13, 2021, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared

Tina Davis

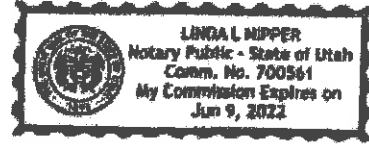
known to me to be Attorney-in-Fact of RLI Insurance Company
the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires June 9, 2022



Linda L. Nipper Notary Public



ERIE COUNTY ENGINEER
2021 ROCK SALT

MATERIAL: Bulk Rock Salt (Sodium Chloride)
QUANTITY:

Erie County Engineer, Highway Dept.	3,200	Tons
Berlin Township	200	Tons
Florence Township	100	Tons
Groton Township	100	Tons
Huron Township	600	Tons
Margaretta Township	300	Tons
Milan Township	600	Tons
Oxford Township	175	Tons
Perkins Township	600	Tons
Village of Berlin Heights	100	Tons
Village of Castalia	100	Tons
Village of Milan	400	Tons
City of Huron	1,000	Tons
City of Sandusky	2,500	Tons
Sandusky City Schools	40	Tons
Erie County Facilities Dept.	<u>150</u>	<u>Tons</u>
Total Tons Estimated	10,165	Tons

CONTRACT DURATION: All bids shall be guaranteed for the 2022 Calendar Year. Contract shall be effective from January 1, 2022 through December 31, 2022.

Having carefully read the specifications attached hereto, the undersigned hereby proposes to furnish all material, as specified and described for the project **TREATED ROCK SALT FOR HIGHWAY ICE CONTROL**, for the following amounts:

BASE BID
ROCK SALT \$ 47.44 /TON CUSTOMER PICKUP
 \$ 45.00 /TON DELIVERED

The undersigned acknowledges the following Addenda to the Drawings and Specifications.

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____
Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

Bidder understands that the Contracting Authority reserves the right to reject any or all bids and to waive any informalities in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

NOTE: Bids must be sealed and addressed to the Erie County Commissioners, and showing the name of the project "TREATED ROCK SALT FOR HIGHWAY ICE CONTROL"



SIGNATURE

8/19/21

DATE

Joel Gerdes, Director of Sales - US Highway
NAME & TITLE (TYPE OR PRINT)

913-344-9123 or 800-323-1641
TELEPHONE

Compass Minerals America Inc
NAME OF COMPANY

GreenH@compassminerals.com
EMAIL

9900 W 109th St, Suite 100, Overland Park, KS 66210
ADDRESS

Sandusky -Geo. Gradel Co, 931 W Water St, Sandusky, OH 44870
STOCKPILE ADDRESS (Including street address, city, state, zip)

UNITED STATES OF AMERICA
STATE OF OHIO
OFFICE OF THE SECRETARY OF STATE

I, Frank LaRose, do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign business entities; that said records show COMPASS MINERALS AMERICA INC., a Delaware corporation, having qualified to do business within the State of Ohio on June 1, 1990 under License No. 774029 is currently in GOOD STANDING upon the records of this office.



Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 24th day of March, A.D. 2021.

A handwritten signature in cursive script, appearing to read "Frank LaRose".

Ohio Secretary of State

Validation Number: 202108305686

Delaware

PAGE 1

The First State

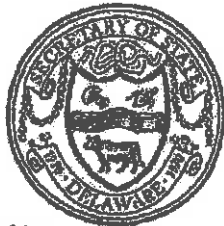
I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "NORTH AMERICAN SALT COMPANY", CHANGING ITS NAME FROM "NORTH AMERICAN SALT COMPANY" TO "COMPASS MINERALS AMERICA INC.", FILED IN THIS OFFICE ON THE TWENTY-EIGHTH DAY OF JULY, A.D. 2014, AT 4:01 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE KENT COUNTY RECORDER OF DEEDS.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF AMENDMENT IS THE FIRST DAY OF AUGUST, A.D. 2014.

2149843 8100

141004732



You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 1573508

DATE: 07-28-14

STATE OF DELAWARE
CERTIFICATE OF AMENDMENT
OF SECOND AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION

NORTH AMERICAN SALT COMPANY, a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "Corporation"), does hereby certify:

1. That at a meeting of the Board of Directors of North American Salt Company resolutions were duly adopted setting forth a proposed amendment of the Second Amended and Restated Certificate of Incorporation of the Corporation, declaring such amendment to be advisable and calling a meeting of the stockholder of the Corporation for consideration thereof. The resolution setting forth the proposed amendment is as follows:

RESOLVED, that the Second Amended and Restated Certificate of Incorporation of the Corporation be amended by changing the Article numbered "**FIRST**" so that, as amended, such Article shall be and read as follows:

FIRST: The name of the Corporation is Compass Minerals America Inc. (hereinafter called the "Corporation").

2. That thereafter, pursuant to resolution of its Board of Directors, a special meeting of the stockholders of the Corporation was duly called and held upon notice in accordance with Section 222 of the General Corporation Law of the State of Delaware at which meeting the necessary number of shares as required by statute were voted in favor of the amendment.

3. That the amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

4. That this amendment shall be effective on the 1st day of August, 2014.

IN WITNESS WHEREOF, the Corporation has caused this certificate to be signed this 28th day of July, 2014.

By: 

Rodney L. Underdown
Chief Financial Officer and Secretary

CERTIFICATE OF FUNDS

In the Matter of: Purchase Bulk Road Salt

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

Account # 216-6550-54042

By: 

Michelle Reeder

Finance Director

Dated: 10/18/2021

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE BULK HIGHWAY DEICING ROCK SALT FOR THE DIVISION OF STREETS & TRAFFIC TO BE USED IN THE CY 2022 FROM COMPASS MINERALS AMERICA, INC. OF OVERLAND PARK, KANSAS; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, since 1998, the City of Sandusky has been included in the bidding procedure utilized by Erie County to obtain bulk highway deicing rock salt; and

WHEREAS, Erie County has awarded the salt contract for CY 2022 to Compass Minerals America, Inc. of Overland Park, Kansas, at a rate of \$45.00 per ton for delivery and \$47.44 per ton for pick-up; and

WHEREAS, the bid submitted to the Erie County Commissioners included eight (8) townships, three (3) villages, the City of Sandusky, City of Huron, Sandusky City Schools, and two (2) separate Erie County departments for a total of 10,165 tons and the City's allocation is 2,500 tons; and

WHEREAS, should the City use its total estimated quantity (2,500 tons) of highway deicing rock salt the maximum budget impact would be \$112,500.00; and

WHEREAS, funds for the purchase of this item are routinely budgeted in the Street Fund each year; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to authorize the purchase of highway deicing rock salt for the calendar year 2022 and allow for salt application as the weather dictates; 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 purchase from Compass Minerals America Inc., of Overland, Kansas, Two Thousand Five Hundred (2,500) tons, more or less, of bulk highway deicing rock salt for use by the Division of Streets & Traffic during CY 2022, at a cost **not to exceed** One Hundred Twelve Thousand Five Hundred and 00/100 Dollars (\$112,500.00). Said highway deicing rock salt shall be provided in accordance with the proposal of the said Compass

Minerals American Inc., of Overland, Kansas, on file with the Erie County Purchasing Department, and the bid specifications in relation thereto.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: October 25, 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

8195817		NEW		SIP & SPIN LLC	
PERMIT NUMBER		TYPE		DBA SIP & SPIN	
10 04 2021				151 E MARKET ST	
ISSUE DATE				SANDUSKY OH 44870	
10 04 2021					
FILING DATE					
D1 D3					
PERMIT CLASSES					
22	077	B		D19789	
TAX DISTRICT				RECEIPT NO.	



FROM 10/06/2021

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



MAILED 10/06/2021

RESPONSES MUST BE POSTMARKED NO LATER THAN. 11/08/2021

IMPORTANT NOTICE

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

REFER TO THIS NUMBER IN ALL INQUIRIES **B NEW 8195817**

(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

Commerce Division of Liquor Control : Web Database Search

OWNERSHIP DISCLOSURE INFORMATION

This online service will allow you to obtain ownership disclosure information for issued and pending retail liquor permit entities within the State of Ohio.

Searching Instructions

Enter the known information and click the "Search" button. **For best results, search only ONE criteria at a time.** If you try to put too much information and it does not match exactly, the search will return a message "No records to display".

The information is sorted based on the Permit Number in ascending order.

To do another search, click the "Reset" button.

SEARCH CRITERIA

Permit Number	<input type="text" value="8195817"/>
Permit Name / DBA	<input type="text"/>
Member / Officer Name	<input type="text"/>

[Wait](#) [Reset](#) [Main Menu](#)

Member/Officer Name	Shares/Interest	Office Held
Permit Number: 8195817; Name: SIP & SPIN LLC; DBA: DBA SIP & SPIN; Address: 151 E MARKET ST SANDUSKY 44870		
SHAD GUNDERSON	5% MEMBER	
CYNTHIA GUNDERSON	5% MEMBER	

- [Ohio.Gov](#)
- [Ohio Department of Commerce](#)

[Commerce Home](#) | [Press Room](#) | [CPI Policy](#) | [Privacy Statement](#) | [Public Records Request Policy](#) | [Disclaimer](#) | [Employment](#) | [Contacts](#)

Commission Clerk

From: Jonathan Holody
Sent: Wednesday, October 13, 2021 1:27 PM
To: Commission Clerk
Cc: Arin Blair; Alec Ochs
Subject: RE: New Liquor Permit

No objection from Community Development.



Jonathan Holody | Director
Department of Community Development
240 Columbus Avenue, Sandusky, OH 44870
T: 419.627.5707
E: jholody@ci.sandusky.oh.us
www.ci.sandusky.oh.us



From: Commission Clerk <CommissionClerk@ci.sandusky.oh.us>
Sent: Tuesday, October 12, 2021 4:33 PM
To: Jared Oliver <joliver@ci.sandusky.oh.us>; Jonathan Holody <jholody@ci.sandusky.oh.us>; Jim Green <jgreen@ci.sandusky.oh.us>
Subject: New Liquor Permit

Attached is a Notice to Legislative Authority for a new D1 (beer only for on premises consumption or in original sealed containers for carryout only until 1 a.m.) and D3 (spirituous liquor for on premises consumption only until 1 a.m.) liquor permits for Sip & Spin, LLC dba Sip & Spin located at 151 East Market Street.

Please provide comments regarding this notice.



Kelly L. Kresser, CMC | Interim City Commission Clerk
SANDUSKY CITY COMMISSION
240 Columbus Avenue | Sandusky, OH 44870
T: 419.627.5850
www.ci.sandusky.oh.us



Commission Clerk

From: Jim Green
Sent: Wednesday, October 13, 2021 1:16 PM
To: Jared Oliver; Commission Clerk; Jonathan Holody
Subject: RE: New Liquor Permit

Fire has no issue.

From: Jared Oliver
Sent: Wednesday, October 13, 2021 8:42 AM
To: Commission Clerk <CommissionClerk@ci.sandusky.oh.us>; Jonathan Holody <jholody@ci.sandusky.oh.us>; Jim Green <jgreen@ci.sandusky.oh.us>
Subject: RE: New Liquor Permit

SPD has no issues.



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: Commission Clerk <CommissionClerk@ci.sandusky.oh.us>
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Subject: RE: New Liquor Permit

SPD has no issues.



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





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: October 13, 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 #4 to the 2021 General Appropriations.

BUDGETARY INFORMATION:

Appropriation amendments are required to update the 2021 budget. Funds include:

- General Fund
- Park & Recreation Fund
- 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. 4 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 City Commission adopted Amendment No. 2 to Ordinance No. 21-003 to cover deficiencies or needs which existed in the General, Coronavirus Relief, Enforcement & Education, Street, Water, Sewer, Capital Projects, and General Trust Funds by Ordinance No. 21-102, passed on July 12, 2021; and

WHEREAS, this City Commission adopted Amendment No. 3 to Ordinance No. 21-003 to cover deficiencies or needs which existed in the General, Coronavirus Relief, Special Assessment, Sewer, and Capital Projects Funds by Ordinance No. 21-142, passed on September 27, 2021; and

WHEREAS, this Ordinance has been prepared to cover deficiencies or needs which exist in the General, Parks & Recreation, and Capital Projects 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
Income Tax		35,000	35,000
Transfers		350,000	350,000
GENERAL FUND	-	385,000	385,000
PARKS & RECREATION FUND	36,000	15,000	51,000
CAPITAL PROJECTS	-	350,000	350,000
TOTAL ALL FUNDS	36,000	750,000	786,000

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.

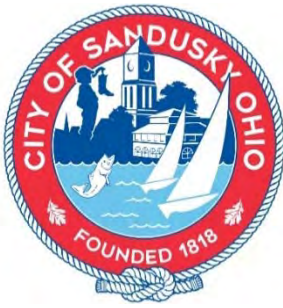
Section 5. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption

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: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: October 25, 2021



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

To: Eric Wobser, City Manager

From: Aaron Klein, Director

Date: October 14, 2021

Subject: Commission Agenda Item – Venice Road Pump Station Channel Grinder #1 Replacement

ITEM FOR CONSIDERATION: Legislation authorizing the emergency purchase of a CMD2410-XDS2 Upgrade Muffin Monster Channel Grinder at the Venice Road Pump Station located at the corner of Venice Road and Fremont Avenue.

BACKGROUND INFORMATION: The channel grinder serves an important role in preventing large debris from entering the wastewater pump station that would further damage the large, expensive pumps. The existing channel grinder at the Venice Road wastewater pump station was installed in 2008 and partially rebuilt in 2014. The manufacturer recommends replacing channel grinders every five years due to the depreciation on moving parts that run constantly. At the end of September, one of the rotating assemblies stopped operating and it is imperative to install a replacement unit to ensure the long-term protection of the pump impellers. If the heavy solids that are common at this location are not ground up with a Muffin Monster Channel Grinder, the pumps would risk being fully plugged causing backups throughout the sanitary sewer system that discharges to the lift station.

There are only two manufacturers of channel grinders in the industry. After extensive research, it was determined that one of the two available channel grinders was incompatible with the existing system constraints. The Muffin Monster is the same manufacturer as the existing channel grinder, whereas the other equipment will not fit without major modifications to the lift station. The Muffin Monster channel grinder will be purchased through JWC Environmental, who is the sole source provider of Muffin Monster grinder, as per the attached quote dated September 29, 2021. This will ensure existing components are compatible and a warranty can be issued. To save costs, the existing motor will be reused and installation of all equipment will be performed by the sewer maintenance division. Quick purchase and install could reduce the potential for untimely damage that may require overtime to get the station back up and running.

On October 11, 2021, Commission granted emergency permission to purchase the equipment as delivery schedules are very unpredictable at this time.

BUDGETARY INFORMATION: The total cost for the purchase of a CMD2410-XDS2 Upgrade Muffin Monster channel grinder from JWC Environmental is \$21,381.00 and paid with Sewer funds.

ACTION REQUESTED: It is recommended that the purchase of a CMD4010-XDS2 Upgrade Muffin Monster channel grinder in an amount not to exceed \$21,381.00 from JWC Environmental of Santa Ana, CA be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter to allow for timely payment of the equipment that has already been ordered once the invoice is received.

I concur with this recommendation:

Eric Wobser
City Manager

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



Customer Service Center
 2600 S. Garnsey Street
 Santa Ana, CA 92707 USA
 Phone: 949 833-3888
 Toll Free: 800 331-2277
 Fax: 714 549-4007

Customer: 6009689

Sandusky, City of
 240 Columbus Ave
 Sandusky, OH 44870
 UNITED STATES

Quote Number: 62542
Quote Date: 09/29/2021
Terms: Cash in Advance
Pricing: Valid 60 Days
FOB: Origin
Lead Time:
Grinder Serial #: S027870-1-1

Project: Venice Road

All orders will be billed the applicable sales tax, based on the "ship to address", unless a valid tax exemption certificate is provided prior to shipment.

Part Number	Description	Qty	Unit Price	Extended Price
CMD2410-XDS2.0	CMD2410-XDS2.0 Monster Renew 17T cam cutters with Knurled Spacers 1:1 Stack Hardened Alloy STL Optimized Cut Control Gearing Buna N Elastomers Cork & Rubber Gaskets Motor Type Electric Less Motor Less Reducer Less Spool With 12MM(1/2in) Perforated Drum With Drum Brush Paint Epoxy Green ***** Grinder SN: TBD Wipes Ready Monster Upgrade includes: Patented 17T Wipes Ready Cutters and Spacers for 2D Cutting Patented Optimized Cut Control Gearing	1	\$21,381.00	\$21,381.00
Shipping	Shipping & Handling	1	\$0.00	\$0.00

Please verify serial number is correct.

Sub Total \$21,381.00
Tax
Total \$21,381.00

Notes:

1. Please fax or mail a Purchase Order for the total amount and we can process your order. Please include the following:
 Bill to Address, Ship to Address, tax exemption certificate.
2. Please note there will be a 20% restocking fee on all returned items.
3. Lead time may vary depending on parts availability.
4. JWCE standard one year warranty included except for older models i.e. GTS, MS and SPF models.
5. Subject to attached JWC Environmental Standard Terms and Conditions of Sale.

Thank-You for your Business!

JWC Environmental Inc
Erik Martinez



Customer Service Center
2600 S. Garnsey Street
Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
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Please provide the following information. Failure to do so may delay processing of order. Quote #: 62542

Bill To Name & Address:

Ship To Name & Address:

Email Address: _____

PO# _____

Payment terms: Net 30 FOB: Origin

Preferred Shipping Method (Required to Process Your Order):

Prepay & Add to Invoice

Collect Account #: _____

Carrier: _____

JWCE will add shipping and handling charges to invoices unless otherwise specified.

Credit cards:

I authorize JWCE to process this order on my credit card and add shipping and handling charges.

Credit card orders are processed after order ships. You will be contacted by JWC Accounting for payment.

Please fax or email your PO and most recent tax certificate to:

Fax (714) 549-4007

Email servicesales@jwce.com

Signature: _____

Date: _____



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2600 S. Garnsey Street
Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 549-4007

JWC ENVIRONMENTAL TERMS AND CONDITIONS OF SALE

Unless otherwise specifically agreed to in writing by the buyer ("Buyer") of the products and or related services purchased hereunder (the "Products") and JWC Environmental (the "Seller"), the sale of the Products is made only upon the following terms and conditions. Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional, conditional and different terms in Buyer's form or documents.

PAYMENT TERMS

Subject to any contrary terms set forth in our price quotation, order acceptance or invoice the full net amount of each invoice is due and payable in cash within 30 days from the date of the invoice. If any payment is not received within such 30-day period, Buyer shall pay Seller the lesser of 1 ½% per month or the maximum legal rate on all amounts not received by the due date of the invoice, from the 31st day after the date of invoice until said invoice and charges are paid in full. Unless Seller's documents provide otherwise, freight, storage, insurance and all taxes, duties or other governmental charges related to the Products shall be paid by the Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller for said charges. In all cases, regardless of partial payment, title to the Products shall remain the Seller's until payment for the Products has been made in full. All orders are subject to credit approval by Seller. All offers by Seller and/or acceptance of Buyer's order shall be nullified by any failure of Buyer to obtain credit approval. Furthermore, Buyer shall not assert any claim against Seller due to Buyer's inability to obtain credit approval. Irrevocable Letter of Credit from Buyer in form and term acceptable to Seller is required for Product orders delivered outside the United States of America

DELIVERY

Unless otherwise provided in our price quotation, delivery of the Products shall be made F.O.B. place of manufacture. Any shipment, delivery, installation or service dates quoted by the Seller are estimated and the Seller shall be obligated only to use reasonable efforts to meet such dates. The Seller shall in no event be liable for any delays in delivery or failure to give notice of delay or for any other failure to perform hereunder due to causes beyond the reasonable control of the Seller. Such causes shall include, but not be limited to, acts of God, the elements, acts or omissions of manufacturers or suppliers of the Products or parts thereof, acts or omissions of Buyer or civil and military authorities, fires, labor disputes or any other inability to obtain the Products, parts thereof, or necessary power, labor, materials or supplies. The Seller will be entitled to refuse to make, or to delay, any shipments of the Products if Buyer shall fail to pay when due any amount owed by it to the Seller, whether under this or any other contract between the Seller and Buyer. Any claims for shortages must be made to the Company in writing within five calendar days from the delivery date and disposition of the claim is solely subject to Seller's determination

PRICES

Prices of the Seller's Products are subject to change without notice. Quotations are conditioned upon acceptance within 30 days unless otherwise stated and are subject to correction for errors and/or omissions. Prices include charges for regular packaging but, unless expressly stated, do not include charges for special requirements of government or other purchaser. Prices are subject to adjustment should Buyer place an order past the validity period of the quotation or delay delivery of Products beyond the quoted lead time for any reason.

RETURNS

No Products may be returned for cash. No Product may be returned for credit after delivery to Buyer without Buyer first receiving written permission from the Seller. Buyer must make a request for return of Product in writing to Seller at its place of business in Costa Mesa, California. A return material authorization number must be issued by the Seller to the Buyer before a Product may be returned. Permission to return Product to Seller by Buyer is solely and exclusively the Seller's. Product must be returned to Seller at Buyer's expense, including packaging, insurance, transportation and any governmental fees. Any credit for Product returned to Seller shall be subject to the inspection of and acceptance of the Product by the Seller and is at the sole discretion of the Seller.

LIMITED WARRANTY

Subject to the terms and conditions hereof, the Seller warrants until one year after commissioning (written notification to Seller by Buyer required) of the Product or until 18 months after delivery of such Product to Buyer, whichever is earlier, that each Product will be free of defects in material and workmanship. If (a) the Seller receives written notification of such defect during the warranty period and the defective Product use is discontinued promptly upon discovery of alleged defect, and (b) if the owner ("Owner") forwards the Product to the Seller's nearest service/repair facility, transportation and related insurance charges prepaid. The Seller will cause any Products whose defect is covered under this warranty to either be replaced or be repaired at no cost to the Owner. The foregoing warranty does not cover repairs required due to repair or alteration other than by the Seller's personnel, accident, neglect, misuse, transportation or causes other than ordinary use and maintenance in accordance with the Seller's instructions and specifications. In addition, the foregoing warranty does not cover any Products, or components thereof, which are not directly manufactured by the Seller. To the extent a warranty for repair or replacement of such Products or components not manufactured directly by the Seller is available to Buyer under agreements of the Seller with its vendors; the Seller will make such warranties available to Buyer. Costs of transportation of any covered defective item to and from the nearest service/repair center and related insurance will be paid or reimbursed by Buyer. Any replaced Products will become the property of the Seller. Any replacement Products will be warranted only for any remaining term of the original limited warranty period and not beyond that term.

DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITIES

THE SELLER'S FOREGOING LIMITED WARRANTY IS THE EXCLUSIVE AND ONLY WARRANTY WITH RESPECT TO THE PRODUCTS AND SHALL BE IN LIEU OF ALL OTHER WARRANTIES (OTHER THAN THE WARRANTY OF TITLE), EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY STATEMENTS MADE BY EMPLOYEES, AGENTS OF THE SELLER OR OTHERS REGARDING THE PRODUCTS. THE OBLIGATIONS OF THE SELLER UNDER THE FOREGOING WARRANTY SHALL BE FULLY SATISFIED BY THE REPAIR OR THE REPLACEMENT OF THE DEFECTIVE PRODUCT OR PART, AS PROVIDED ABOVE. IN NO EVENT SHALL THE SELLER BE LIABLE FOR LOST PROFITS OR OTHER SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF THE SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF THE SELLER TO BUYER AND OTHERS ARISING FROM ANY CAUSE WHATSOEVER IN CONNECTION WITH BUYER'S PURCHASE, USE AND DISPOSITION OF ANY PRODUCT COVERED HEREBY SHALL, UNDER NO CIRCUMSTANCES, EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT BY BUYER. NO ACTION, REGARDLESS OF FORM, ARISING FROM THIS AGREEMENT OR BASED UPON BUYER'S PURCHASE, USE OR DISPOSITION OF THE PRODUCTS MAY BE BROUGHT BY EITHER PARTY MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES, EXCEPT THAT ANY CAUSE OF ACTION FOR THE NONPAYMENT OF THE PURCHASE PRICE MAY BE BROUGHT AT ANY TIME

The remedies provided to Buyer pursuant to the limited warranty, disclaimer of warranties and limitations of liabilities, described herein are the sole and exclusive remedies.

Unless specifically agreed to in writing by the Seller, no charges may be made to the Seller by Buyer or any third party employed by buyer for removing, installing or modifying any Product.

The Seller and its representatives may furnish, at no additional expense, data and engineering services relating to the application, installation, maintenance or use of the Products by Buyer. The Seller will not be responsible for, and does not assume any liability whatsoever for, damages of any kind sustained either directly or indirectly by any person through the adoption or use of such data or engineering services in whole or in part.

CONFIDENTIAL INFORMATION

Except with the Seller's prior written consent, Buyer shall not use, duplicate or disclose any confidential proprietary information delivered or disclosed by the Seller to Buyer for any purpose other than for operation or maintenance of the Products.

CANCELLATION AND DEFAULT

Absolutely no credit will be allowed for any change or cancellation of an order for Products by Buyer after fabrication of the Products to fill Buyer's order has been commenced. If Buyer shall default in paying for any Products purchased hereunder, Buyer shall be responsible for all reasonable costs and expenses, including (without limitation) attorney's fees incurred by the Seller in collecting any sums owed by Buyer. All rights and remedies to the Seller hereunder or under applicable laws are cumulative and none of them shall be exclusive of any other right to remedy. No failure by the Seller to enforce any right or remedy hereunder shall be deemed to be a waiver of such right or remedy, unless a written waiver is signed by an authorized management employee of the Seller and the Seller's waiver of a breach of this agreement by Buyer shall not be deemed to be a waiver of any other breach of the same or any other provision.

CHANGES IN PRODUCTS

Changes may be made in materials, designs and specifications of the Products without notice. The Seller shall not incur any obligation to furnish or install any such changes or modifications on Products previously ordered by, or sold to, Buyer.

APPLICABLE LAW, RESOLUTION OF DISPUTES AND SEVERABILITY

This agreement is entered into in Costa Mesa, California. This agreement and performance by the parties hereunder shall be construed in accordance with, and governed by, the laws of the State of California. Any claim or dispute arising from or based upon this agreement or the Products which form its subject matter shall be resolved by binding arbitration before the American Arbitration Association in Los Angeles, California, pursuant to the Commercial Arbitration Rules, excepting only that each of the parties shall be entitled to take no more than two depositions, and serve no more than 30 interrogatories, 10 requests for admissions and 20 individual requests for production of documents, such discovery to be served pursuant to the California Code of Civil Procedure. Any award made by the arbitrator may be entered as a final judgment, in any court having jurisdiction to do so. If any provision of this agreement shall be held by a court of competent jurisdiction or an arbitrator to be unenforceable to any extent, that provision shall be enforced to the full extent permitted by law and the remaining provisions shall remain in full force and effect.

ASSIGNMENT

This agreement shall be binding upon the parties and their respective successors and assigns. However, except for rights expressly provided to subsequent Owners of the Products under "Limited Warranty" above, any assignment of this agreement or any rights hereunder by Buyer shall be void without the Company's written consent first obtained. Any exercise of rights by an Owner other than Buyer shall be subject



Customer Service Center
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Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 549-4007

to all of the limitations on liability and other related terms and conditions set forth in this agreement.

EXCLUSIVE TERMS AND CONDITIONS

The terms and conditions of this agreement may be changed or modified only by an instrument in writing signed by an authorized management employee of the Seller. This instrument, together with any amendment or supplement hereto specifically agreed to in writing by an authorized management employee of the Seller, contains the entire and the only agreement between the parties with respect to the sale of the Products covered hereby and supersedes any alleged related representation, promise or condition not specifically incorporated herein.

SELLER'S PRODUCTS ARE OFFERED FOR SALE AND SOLD ONLY ON THE TERMS AND CONDITIONS CONTAINED HEREIN. NOTWITHSTANDING ANY DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS CONTAINED IN BUYER'S SEPARATE PURCHASE ORDERS OR OTHER ORAL OR WRITTEN COMMUNICATION, BUYER'S ORDER IS OR SHALL BE ACCEPTED BY THE COMPANY ONLY ON THE CONDITION THAT BUYER ACCEPTS AND CONSENTS TO THE TERMS AND CONDITIONS CONTAINED HEREIN. IN THE ABSENCE OF BUYER'S ACCEPTANCE OF THE TERMS AND CONDITIONS CONTAINED HEREIN THE SELLER'S COMMENCEMENT OF PERFORMANCE AND/OR DELIVERY OF THE PRODUCTS, OR THE SELLER'S STATEMENT OF ACKNOWLEDGMENT OF THE RECEIPT OF BUYER'S PURCHASE ORDER, SHALL BE FOR BUYER'S CONVENIENCE ONLY AND SHALL NOT BE DEEMED OR CONSTRUED TO BE ACCEPTANCE OF BUYER'S DIFFERING TERMS OR CONDITIONS, OR ANY OF THEM. ANY DIFFERENT OR ADDITIONAL TERMS ARE HEREBY REJECTED UNLESS SPECIFICALLY AGREED UPON IN WRITING BY AN AUTHORIZED MANAGEMENT EMPLOYEE OF THE SELLER. IF A CONTRACT IS NOT EARLIER FORMED BY MUTUAL AGREEMENT IN WRITING, BUYER'S ACCEPTANCE OF ANY PRODUCTS COVERED HEREBY SHALL BE DEEMED ACCEPTANCE OF ALL OF THE TERMS AND CONDITIONS STATED HEREIN. THE SELLER'S FAILURE TO OBJECT TO PROVISIONS INCONSISTENT HERewith CONTAINED IN ANY COMMUNICATION FROM BUYER SHALL NOT BE DEEMED A WAIVER OF THE PROVISIONS CONTAINED HEREIN.

F360JWCE0107

CERTIFICATE OF FUNDS

In the Matter of: Venice Road Station Grinder 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 # 613-5576-55990

By: 

Michelle Reeder

Finance Director

Dated: 10/18/2021

ORDINANCE NO. _____

AN ORDINANCE RATIFYING THE EMERGENCY PURCHASE OF A MUFFIN MONSTER CHANNEL GRINDER FOR THE VENICE ROAD PUMP STATION; AUTHORIZING AND DIRECTING THE CITY MANAGER AND/OR THE FINANCE DIRECTOR TO EXPEND FUNDS TO JWC ENVIRONMENTAL OF SANTA ANA, CALIFORNIA, IN THE AMOUNT OF \$21,381.00; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the existing channel grinder at the Venice Road Pump Station was installed in 2008 and partially rebuilt in 2014 and the manufacturer recommends replacing channel grinders every five years due to the depreciation on moving parts that run constantly; and

WHEREAS, the channel grinder serves an important role in removing large debris from entering the wastewater pump station, further damaging the large expensive pumps and at the end of September, one of the rotating assemblies stopped operating and it is imperative to install a replacement unit to ensure the long-term protection of the pump impellers to avoid any interruption of the sanitary collection system; and

WHEREAS, there are only two (2) manufacturers of channel grinders in the industry and after extensive research, it was determined that only the Muffin Monster is compatible with the existing system constraints and it is the same manufacturer of the existing channel grinder and therefore it is necessary to purchase the Muffin Monster channel grinder CMD2410-XDS2 through JWC Environmental of Santa Ana, California, who is the sole source provider of Muffin Monster grinders; and

WHEREAS, this City Commission approved by motion the emergency purchase of the Muffin Monster Channel Grinder at their regularly scheduled meeting on October 11, 2021; and

WHEREAS, the cost for the purchase of the Muffin Monster Channel Grinder is \$21,381.00 and will be paid with Sewer Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to allow for timely payment of the equipment that has already been ordered once the invoice is received; and

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

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

Section 1. This City Commission approves and ratifies the emergency purchase of a Muffin Monster Channel Grinder, CMD4010-XDS2, for the Venice Road Pump Station and authorizes and directs the City Manager and/or Finance Director to expend funds to JWC Environmental of Santa Ana, California, at an amount **not to exceed** Twenty One Thousand Three Hundred Eighty One 00/100 Dollars (\$21,381.00).

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION



CITY OF SANDUSKY POLICE DEPARTMENT

222 Meigs Street
Sandusky, Ohio 44870
419.627.5863
www.cityofsandusky.com

To: Eric Wobser, City Manager

From: Jared Oliver, Police Chief
Jim Green, Interim Fire Chief

Date: October 13, 2021

Subject: Commission Agenda Item

ITEM FOR CONSIDERATION: Requesting legislation authorizing the payment of 9-1-1 equipment replacement and maintenance billing for 2022 to Erie County.

BACKGROUND INFORMATION: This is an agreement between the Erie County Commissioners and the City of Sandusky to pay annual charges for the 9-1-1 equipment beginning in 1999. We have now been invoiced the 9-1-1 equipment replacement and maintenance charges for 2022.

BUDGETARY INFORMATION: The total amount of this expenditure is \$16,502.47. The replacement cost is \$9,076.36 and the maintenance cost is \$7,426.11. The cost will be paid with funds from the Police Department's 2021 Operating budget in the amount of \$8,251.24 and from the EMS Fund in the amount of \$8,251.23.

ACTION REQUESTED: It is requested that the proper legislation be prepared to allow for the payment of the 9-1-1 equipment replacement and maintenance billing in the amount not to exceed **\$16,502.47**. It is further requested that this be passed in accordance with Section 14 of the City Charter in order for payment to be made to the County as the payment is due by November 12, 2021.

Approved:

I concur with this recommendation:

Jared Oliver, Police Chief

Eric Wobser, City Manager

Jim Green, Interim Fire Chief

cc: Michelle Reeder, Finance Director
Brendan Heil, Law Director

ERIE COUNTY FINANCE DEPARTMENT

2900 Columbus Avenue
Sandusky, OH 44870
(419) 627-7619



To: City of Sandusky
240 Columbus Avenue
Sandusky, OH 44870

Invoice: EMA-911 CITY-SAND
Date: 10/12/21

INVOICE

Erie County 911
for year 2022

Subdivision
24861-3600-434200
911

Census

25095

\$16,502.47

\$16,502.47

MAKE CHECKS PAYABLE TO ERIE COUNTY COMMISSIONERS
Terms - Net 30 Days

CERTIFICATE OF FUNDS

In the Matter of: 911 Equipment Maintenance and Maintenance Billing

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

Account # 431-1330-53000 and 110-1020-53000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 10/18/2021

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING PAYMENT FOR REPLACEMENT AND MAINTENANCE COSTS FOR CALENDAR YEAR 2022 PURSUANT TO THE 9-1-1 AGREEMENT BETWEEN THE CITY OF SANDUSKY AND ERIE COUNTY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City of Sandusky entered into an agreement with Erie County to provide funding for an enhanced 911 system as authorized by Ordinance No. 99-244, passed by the City Commission on August 23, 1999; and

WHEREAS, authorization for payment of the City's share for replacement and maintenance for the calendar year 2022 is being requested; and

WHEREAS, the total cost for the 9-1-1 equipment replacement and maintenance charges for the calendar year 2022 as reflected on the current unpaid invoice is \$16,502.47 (\$9,076.36 for replacement and \$7,426.11 for maintenance) and is to be paid with funds from the Police Department's 2021 operating budget in the amount of \$8,251.24 and from EMS Funds in the amount of \$8,251.23; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules and in accordance with Section 14 of the City Charter in order to make payment to Erie County in a timely manner and prior to the due date of November 12, 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 Fire and Police Departments, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The City Manager and/or the Finance Director are authorized and directed to make payment to the Erie County Commissioners for the City's share of the 9-1-1 replacement and maintenance costs for CY 2022 in an amount **not to exceed** Sixteen Thousand Five Hundred Two and 47/100 Dollars (\$16,502.47) consistent with the invoice received by the City from the Erie County Finance Department.

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.

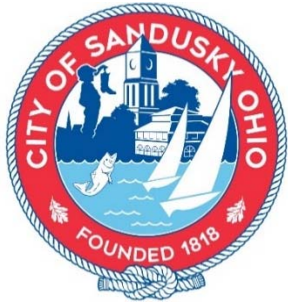
Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted 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: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: October 25, 2021



CITY MANAGER

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5844
www.cityofsandusky.com

To: Sandusky City Commission

From: Eric Wobser, City Manager

Date: October 21, 2021

Subject: Commission Agenda Item – Authorizing the City Manager to enter into a Memorandum of Understanding between the City of Sandusky and Cedar Fair

ITEM FOR CONSIDERATION: An Ordinance directing the city manager to enter into a memorandum of understanding between the City of Sandusky and Cedar Fair to memorialize the respective commitments and obligations of the City and Cedar Fair with respect to certain collaborative economic development efforts within the city.

BACKGROUND INFORMATION: The City of Sandusky and Cedar Fair met to discuss a historic and mutually beneficial partnership. Cedar Fair recognizes the critical importance of City services and infrastructure to the world-famous Cedar Point amusement park and Cedar Fair’s corporate headquarters, each of which is located in the City. In order to continue this historic partnership, the City and Cedar Fair are in the process of finalizing an agreement consistent with the terms of the ordinance that will provide the following benefits:

Cedar Fair will maintain a corporate presence within the city of Sandusky, in addition to expanding Cedar Point’s full-time Sandusky workforce.

The increased revenue from admissions and parking taxes will be applied to the following infrastructure, economic development, and capital projects:

- Cedar Point Causeway - \$1,250,000 annually for a 20-year period will go towards the renovation of the Cedar Point Causeway.
- Sandusky Bay Pathway - \$500,000 annually toward the completion of the Sandusky Bay Pathway for a 20-year period.
- Waterfront Transportation - \$150,000 annually for a 20-year period to fund or operate a water taxi system that directly connects passengers from downtown Sandusky to the Cedar Point Marina.
- Destination Development Fund - \$700,000 annually dedicated to strengthening the year-round destination economy of the City by focusing on public and private projects that will support increased economic activity on a year-round basis.

- Community Programming Fund - \$150,000 in annual funding to support community-based programming that will attract additional visitors to the city, as well as supporting events and major festivals to further position the City as a destination for locals and visitors on a year-round basis.
- Recreation Fund - \$700,000 annually for a 20-year period toward the creation of a Recreation Center to serve the needs of the Sandusky Community.
- Capital Funds – Utilize the remainder of the increase in revenue, estimated in year one to be \$1,050,000, for capital expenditures including, but not limited to:
 - Safety capital to meet the facility vehicle and equipment needs of the Sandusky Police and Fire Departments.
 - Street repair for street repairs throughout the City, prioritizing Butler Street and the local match for the portions of the planned Route 6 project that are within City limits with the initial funds generated; and
 - Property maintenance to maintain publicly accessible City property, including parks, pathways, greenhouse, and cemetery.

BUDGETARY INFORMATION: Any budgetary impact of the contemplated expenditures are offset by the revenue from the increased admissions and parking taxes.

ACTION REQUESTED: It is requested that an Ordinance be passed directing and authorizing the City Manager to enter into a memorandum of understanding with Cedar Fair under suspension of the rules in accordance with Section 14 of the City Charter.

I concur with this recommendation:

Eric Wobser
City Manager

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

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH CEDAR FAIR L.P. RELATING TO CERTAIN COLLABORATIVE ECONOMIC DEVELOPMENT EFFORTS WITHIN THE CITY OF SANDUSKY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City eagerly supports its historic and mutually beneficial partnership with Cedar Fair, one of the City's largest employers, and likewise, Cedar Fair recognizes the critical importance of City services and infrastructure to the world-famous Cedar Point amusement park and Cedar Fair's corporate headquarters, each of which is located in the City; and

WHEREAS, the City and Cedar Fair are in the process of negotiating a framework to further economic development efforts in the City, provide funding for priority infrastructure projects, and retain Cedar Fair's corporate presence in the City, and desire to memorialize these respective commitments and obligations in a formal Memorandum of Understanding; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules and in accordance with Section 14 of the City Charter in order to execute this agreement prior to the effective date of any companion legislation; and

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

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

Section 1. The City Manager is authorized and directed to enter into an agreement with Cedar Fair, L.P. and/or Cedar Point, LLC or any of their subsidiaries, related to certain collaborative economic development efforts within the City of Sandusky, consistent with the Summary of Terms, a copy of which is marked Exhibit "A" and is attached to this Ordinance and is specifically incorporated as if fully rewritten herein.

Section 2. This City Commission hereby authorizes the City Manager, the Director of Law, the Director of Finance, the City Engineer, and other City officials as appropriate to prepare, execute and deliver or accept delivery of a

Memorandum of Understanding, in form satisfactory to the Director of Law, to provide such information, carry out such investigations and studies, and do such other things, as are necessary for and incidental to carrying out the requirements of this ordinance and the terms of the Memorandum of Understanding.

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: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: October 25, 2021

SUMMARY OF TERMS

The City of Sandusky and Cedar Point have enjoyed a strong partnership dating back to the park's opening in 1870. Since the passage of Issue 8 in 2014, Sandusky and Cedar Point, in addition to other community partners, have benefitted from a strong public-private partnership that has led to the investment of over \$300 million in public and private resources into the Sandusky community.

The City eagerly supports its historic and mutually beneficial partnership with Cedar Fair, one of the City's largest employers. Likewise, Cedar Fair recognizes the critical importance of City services and infrastructure to the world-famous Cedar Point amusement park and Cedar Fair's corporate headquarters, each of which is located in the City. Recent discussions regarding Cedar Point's continued growth and commitment to Sandusky and the surrounding community have provided an opportunity to build on this partnership in ways that will benefit future generations of park guests, local residents and visitors to the area.

Continued Corporate Presence Language

Cedar Fair will maintain a corporate presence within the city of Sandusky, in addition to expanding Cedar Point's full-time Sandusky workforce.

Increased Revenue

The City through legislation has undertaken to raise the admissions tax to eight (8) percent and to establish a parking tax throughout the City at a rate not to exceed eight (8) percent. The increased revenue collected from these taxes will be used for authorized City purposes including the infrastructure and service commitments negotiated by the City and Cedar Fair and summarized below.

Destination Connections and Infrastructure

- Cedar Point Causeway: the City of Sandusky will dedicate \$1,250,000 annually for a 20-year period toward the renovation of the Cedar Point Causeway.
 - The project should include access to the causeway for Sandusky Transit/Publicly Accessible Transportation as well as a multi-use pathway along the causeway to Cedar Point. This includes providing safe accommodations for pedestrians and cyclists to the Cedar Point park entrance and the entrance to the Cedar Point Beach Boardwalk, with adequate bike parking facilities provided.
- Waterfront Transportation: the city will utilize \$150,000 annually for a 20-year period to fund or operate a water taxi system that directly connects passengers from the Boeckling dock (and potentially other properties) to the Cedar Point Marina.
 - Cedar Fair will negotiate the transfer of waterfront property to the City of Sandusky in order to facilitate waterfront transportation to Cedar Point.
 - Cedar Point will provide water taxi access to Cedar Point Marina from the Boeckling dock and future locations that might include Battery Park, Castaway Bay, and Landing Park.

- Destination Development Fund: the City will create a “Destination Development Fund” totaling an estimated \$700,000 annually dedicated to strengthening the year-round destination economy of Sandusky, focusing on public and private projects that will support increased economic activity on a year-round basis. Funds will focus on priority projects within downtown and along the city’s main tourism corridor-- Route 6.
- Community Programming Fund. The City will create the “Community Programming Fund” totaling \$150,000 in annual funding to support community-based programming that will attract additional visitors to the city, as well as supporting events and major festivals to further position the City as a destination for locals and visitors on a year-round basis.
 - The City will create a “State Theatre Fund” to support the State Theatre in booking premier acts during the traditional off-seasons to stimulate economic activity within the market.
 - The City will negotiate with the State Theatre to make a \$1,000,000 construction grant to the State Theatre that would be in addition to the State Theatre Fund; the City will negotiate with the State Theatre and Cedar Point to grant the naming rights to the restored State Theatre Auditorium to Cedar Point.

Community Resources

- Recreation Fund. The City will utilize \$700,000 annually for a 20-year period toward the creation of a Recreation Center to serve the needs of the Sandusky community. Cedar Point will be granted the naming rights to the Recreation Center for a 20-year period. In the event a Recreation Center is not constructed by the City, then Cedar Point will be granted naming rights to property of an equivalent value.
- Capital Funds. The City will utilize the remainder of the increase in revenue, estimated in year one to be \$1,050,000, for capital expenditures including but not limited to the following:
 - Safety capital to meet the facility, vehicle, and equipment needs of the Sandusky Police and Fire Departments;
 - Street Repair for street repairs throughout the City, prioritizing Butler Street and the local match for the portions of the planned Route 6 project that are within City limits with the initial funds generated; and
 - Property maintenance to maintain publicly accessible City property, including parks, pathways, greenhouse, and cemetery
- Sandusky Bay Pathway: the city will utilize \$500,000 annually toward the completion of the Sandusky Bay Pathway for a 20-year period.
 - Completion of the Sandusky Bay Pathway within city limits, and the city shall also use its best efforts to support the expansion of the Pathway to Sawmill Creek Resort, connecting Sandusky residents and visitors directly to the Erie Metro Parks and ODNR properties along Sandusky Bay.

- The city will donate the former “Sandusky Drive-In” Property to Cedar Fair and this property will annex into the city. The transfer of this property is subject to federal approval, and Cedar Fair will ensure the conservation of a similarly-sized portion of the wetlands portion of its adjacent property.

Project/Program	Amount	Duration	Notes
Causeway	\$1,250,000	Annually for 20 years	Must include multi-use path to entrance and bike parking
Pathway	\$500,000	Annually for 20 years	City agrees to utilize funds to complete the Sandusky Bay Pathway
Water Taxi	\$150,000	Annually for 20 years	Water taxi service provided between Downtown and Cedar Point
Development Fund	\$700,000	Annually	Funds dedicated toward destination related redevelopment
State Theatre Programming Fund	\$150,000	Annually for 10 years	Cedar Point receives naming rights to State Theatre auditorium
Recreation Fund for Rec Center	\$700,000	Annually for 20 years	Cedar Point receives naming rights to Recreation Center
Capital Funds	\$1,050,000*	Annually	Estimated amount for safety, streets, and parks and property maintenance
	Total: \$4,500,000*		

*Estimated



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: October 18, 2021
RE: Commission Agenda Item

ITEM FOR CONSIDERATION:

It is requested that an ordinance be approved to authorize a parking tax within Sandusky's city limits. The parking tax would be effective January 1, 2022. The parking tax levied would be eight percent. Currently, the City does not assess a parking tax.

BUDGETARY INFORMATION:

Initiating a parking tax will raise the revenue received in the City's general fund.

ACTION REQUESTED:

It is requested that legislation be approved authorizing the creation of a parking tax.

I concur with this recommendation:

Eric Wobser
City Manager

Michelle Reeder
Finance Director

CC: Brendan Heil, Law Director

ORDINANCE NO. _____

AN ORDINANCE AMENDING PART ONE (ADMINISTRATIVE CODE), TITLE NINE (TAXATION), BY THE ADOPTION OF NEW CHAPTER 189 (PARKING OCCUPANCY TAX) OF THE CODIFIED ORDINANCES, IN THE MANNER AND WAY SPECIFICALLY SET FORTH HEREINBELOW.

WHEREAS, the City Commission enacted a new Chapter 189 (Parking Facility Tax) by Ordinance No. 03-090, passed on April 14, 2003, and then repealed the parking facility tax by Ordinance No. 04-065, passed on February 9, 2004; and

WHEREAS, this City Commission has determined that levying and collecting a tax on parking occupancy in the City is in the best interest of the City and desires to adopt a new parking tax; and

WHEREAS, to provide for additional City services and functions, including improving major roadways and other public infrastructure to promote tourism and economic activity and engaging in economic development and revitalization activities to create and preserve jobs, this City Commission wishes to adopt a parking tax of eight percent; and

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

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

Section 1. Part One (Administrative Code), Title Seven (Boards and Commissions), of the Codified Ordinances of the City be amended by the adoption of new Chapter 189 (Parking Occupancy Tax) as follows:

**CHAPTER 189
PARKING OCCUPANCY TAX**

- 189.01 Title.
- 189.02 Definitions.
- 189.03 Tax Imposed.
- 189.04 Tax Not Paid; Interest; Late Filing Penalty.
- 189.05 Record keeping; Audits.
- 189.06 Finance Director's Authority.
- 189.07 Finance Director's Power and Duties; Apparent Violation.
- 189.08 Credit or Refund; Claim Procedures.
- 189.09 Notice.
- 189.10 Responsible Parties.
- 189.11 Sale or Transfer; Notification Procedures.
- 189.12 Appeals.
- 189.13 Confidential Information.

- 189.14 Effective Date.
- 189.15 Saving Clause.
- 189.99 Violation; Penalty.

189.01 TITLE.

This chapter shall be known and cited as the “parking occupancy tax chapter” and the tax herein imposed shall be known and cited as the “parking occupancy tax.”

189.02 DEFINITIONS.

(a) For, the purposes of this chapter, when any of the following words or terms are used herein they shall have the meaning or construction ascribed to them in this section:

- (1) “Board of Review” means the Tax Board of Review created pursuant to Section 191.08 of the Codified Ordinances of the City.
- (2) “City” means the City of Sandusky, Ohio.
- (3) “Finance Director” means the Finance Director of the City or their authorized representative.
- (4) “Facility owner” means the person vested with legal title to any parcel of real property, or any portion thereof, that is used as a parking facility.
- (5) “Month” means a calendar month.
- (6) “Motor vehicle” means any motor vehicle as defined in division (B) of ORC § 4501.01.
- (7) “Operator” means any person operating a parking facility or receiving consideration for housing, parking or storing of motor vehicles at a parking facility (including a person operating under a management agreement, lease, or concession agreement).
- (8) “Patron” means any natural person who drives a motor vehicle to, into, or upon a parking facility for the purpose of housing, parking or storing such vehicle for any length of time for a fee, charge or other consideration, regardless of by whom paid, and includes any natural person who has a vehicle in their custody or control taken from him by another for housing, parking or storage at a parking facility.
- (9) “Parking facility” means any building, garage, structure, premises, parking lot or other place, except a public way, within the City, in or on which three or more motor vehicles owned or operated by patrons other than the operator are

stored or parked for any period of time for a charge, fee, or other consideration.

- (10) "Parking space" means any space where or in which a single motor vehicle may be parked, housed, stored, or kept at any one (1) time, regardless if that space is designated or designed for such use.
- (11) "Person" means any natural person, partnership, joint venture, joint stock company, corporation, estate, trust, business trust, receiver, administrator, executor, assignee, trustee in bankruptcy, firm, company, association, club, syndicate, society, municipal corporation, the State of Ohio, political subdivision of the State of Ohio, the United States, instrumentality of the United States, or any group or combination acting as a unit, whether mutual, cooperative, fraternal, nonprofit or otherwise.
- (12) "Tax" means the parking occupancy tax imposed pursuant to Section 189.03.
- (13) "Transaction" means the act of housing, parking or storing a motor vehicle in or on a parking facility for a charge, fee, or other consideration.

189.03 TAX IMPOSED.

(a) For the purposes of providing funds for (i) payment of costs of general municipal operations; (ii) the payment of costs of permanent improvements, including costs of acquiring, constructing, reconstructing, rehabilitating, remodeling, renovating, enlarging, improving, equipping or furnishing facilities by contract, lease, lease-purchase, or otherwise, the elimination of deficits in City funds and the payment of costs of general municipal operations, and (iii) all other lawful purposes, including the payment of lease rentals, lease-purchase amounts, debt charges, deposits to reserves or other funds or other obligations, an excise tax is hereby imposed upon the privilege of housing, storing or parking a motor vehicle in or on any parking facility in the City. Such tax shall be imposed upon the patron for each transaction and shall be in the amount of eight percent (8%) of the charge, fee or other consideration for the transaction. The annual collections shall be used to fund costs of permanent improvements of the City, including the payment of debt charges on any notes or bonds issued to finance such permanent improvements, and thereafter to fund any lawful municipal purposes, including payment of costs of general municipal operations, permanent improvements, and the elimination of deficits in City funds, all subject to provisions governing the collection, investment and disbursement of collections from the tax contained in the proceedings for any bonds, notes, leases, lease-purchase agreements or other obligations issued or incurred for those purposes.

(b) The tax herein imposed is in addition to any other taxes imposed by law on or relating to transactions or the income or gross receipts therefrom.

(c) An operator shall be required to collect the tax at the time the charge, fee, or other consideration for a transaction is collected and to pay it over to the Finance Director as provided in divisions (e) and (f) of this section.

(d) The tax shall not apply to: (1) a parking facility with respect to which the United States government, the State of Ohio, political subdivision of the State of Ohio, or a division or department thereof is an operator; (2) any organization that has been determined by the Internal Revenue Service to be described in Section 501(c)(3) of the Internal Revenue Code; or (3) transactions by a resident of a single-family home, multiple-family dwelling unit, apartment, boarding house, condominium, or mobile home for the purpose of parking on-site at that place of residence or at an off-site parking facility under contract to provide parking for residents at that place of residence, provided that the resident utilizes such home, dwelling unit, apartment, boarding house, condominium, or mobile home for living or sleeping purposes for at least thirty (30) consecutive days.

(e) Except as otherwise provided herein, the operator shall remit the tax to the Finance Director on a monthly basis, by the twentieth (20th) day of the month following the month in which the tax has been or should have been collected. A remittance return shall accompany each monthly payment. The format of such remittance return shall be prescribed by the Finance Director, and such return shall include: a) the gross receipts that were collected from transactions during the calendar month; b) the total number of vehicles parked during the month; c) the amount of taxes due; and d) such other pertinent information as the Finance Director deems necessary. The remittance returns shall be filed and signed by the operator under penalty as provided in Section 189.99 of this chapter.

(f) An operator shall be liable for the payment to the Finance Director of the taxes required to be collected, whether or not such taxes have in fact been collected.

189.04 TAX NOT PAID; INTEREST; LATE FILING PENALTY.

(a) Any tax not paid when due shall bear interest at the rate of two percent (2%) per month, or fraction thereof, until paid.

(b) In addition to any interest charges, an operator who fails to make timely payment of taxes shall be subject to a late payment penalty, unless a late filing penalty is due as provided in subsection (c) below, equal to ten percent (10%) of the taxes not paid timely.

(c) In addition to any interest charges, an operator who fails to file a remittance return when due shall be subject to a late filing penalty equal to ten percent (10%) of the taxes reported, or that should have been reported, on the return that is not filed timely.

(d) Any payment or return shall be considered paid or filed, respectively, on the date such payment or return is physically received by the Finance Director.

(e) All payments received shall first be applied to penalty due, then interest due and finally the taxes due for the period for which the payment is made.

(f) The Finance Director may abate all or any portion of the penalty imposed for late payment or late filing if the Finance Director determines that such failure was due to reasonable cause and not willful neglect.

189.05 RECORD KEEPING; AUDITS.

(a) Content of Records. Every operator shall keep separately, with respect to each parking facility operated by such operator, accurate and complete books and records of all transactions. These records shall include:

- (1) a daily record sheet for each day showing:
 - (A) the number of motor vehicles housed, parked or stored on an hourly, daily, weekly, or monthly basis in or on a parking facility;
 - (B) the gross receipts from all transactions; and
 - (C) the taxes due to the City on all transactions.

(b) Retention of Records. All books, records, and daily record sheets shall be retained by each operator for a period of six (6) years subsequent to the year of transaction.

(c) Access to Records. Each operator shall afford the Finance Director and their designated agents access to all such records and evidence at all reasonable times and shall provide verification or authentication of the same, as the Finance Director may require. The Finance Director and their agents are hereby authorized to examine the books, papers and records of any operator or suspected operator in order to verify the accuracy of any return made, or, if no return has been made, to determine the taxes due. Every operator is hereby required and directed to provide to the Finance Director and their designated agents the means, facilities and opportunity to conduct any examinations or investigations as are hereby authorized.

(d) Audits. The Finance Director shall have, at reasonable times during normal business hours, the right to examination and audit of all account books and records of any person responsible for the collection and remittance of the tax herein imposed and levied which, in the Finance Director's opinion, in any way pertain to the parking receipts. This audit is to be made by the Finance Director or by accountants employed by the City and at its own expense. If required by the Finance Director, a complete audit of a person's gross parking receipts shall be provided at the end of each person's fiscal year by an accountant approved by the Finance Director and at the expense of the City. Notwithstanding the foregoing if, as the result of an audit, the Finance Director determines that there shall be an unpaid tax liability for a person equal to or greater than 1% of the person's total liability for the period audited, the Finance Director may require such person to

pay the expenses of the audit.

189.06 FINANCE DIRECTOR'S AUTHORITY.

The Finance Director is hereby empowered to adopt, promulgate, and enforce rules and regulations relating to any matter or thing pertaining to the administration and enforcement of the provisions of this chapter, including, but not limited to, provisions relating to recordkeeping. A copy of the rules and regulations shall be kept on file with the Finance Director and available for inspection upon request.

189.07 FINANCE DIRECTOR'S POWER AND DUTIES; APPARENT VIOLATION.

(a) If it shall appear to the Finance Director that any person has violated any provision of this chapter or any rule or regulation promulgated hereunder, or if the amount of any tax payment is incorrect in that it does not include all taxes payable for a month, or if the Finance Director shall find that the collection of any taxes which have accrued but are not yet due will be jeopardized by delay, and declares said taxes to be immediately due and payable, or if it shall appear to the Finance Director that any final assessment did not include all taxes payable for the periods involved, or if it appears to the Finance Director that any person has, by reason of any act or omission or by operation of law, become liable for the payment of any taxes, interest or penalties not originally incurred by him, the Finance Director may in any of the above events determine and assess the amount of such taxes or deficiency, as the case may be, together with the interest and penalties due and unpaid, and immediately serve notice upon such person of such determination and assessment and make a demand for payment of such taxes, interest and penalties. If the person against whom such assessment is, or could have been, made has died, such assessment may at the discretion of the Finance Director be made against their personal representatives. Such determination and assessment by the Finance Director shall become final upon the expiration of twenty (20) days from the date of the service of such written notice thereof and demand for payment, unless prior to such expiration such person shall have filed with the Finance Director a written protest and a petition for a hearing, specifying its objections thereto. Upon the receipt of such protest and petition, the Finance Director shall fix the time and place for a hearing and shall notify the petitioner thereof. The Finance Director may amend their determination and assessment at any time before it becomes final. In the event of such amendment the petitioner shall be given notice thereof and an opportunity to be heard. At any hearing held as herein provided, the determination and assessment by the Finance Director shall be prima facie correct and the burden shall be upon the petitioner to prove that it is incorrect. Upon the conclusion of such hearing a decision shall be made by the Finance Director either canceling, increasing, modifying or affirming such determination and assessment and notice thereof given to the Petitioner. Such decision shall become final upon the expiration of twenty (20) days from the date notice of the decision is provided to the petitioner, unless prior thereto the petitioner shall have filed an appeal to the Board of Review pursuant to Section 189.12.

(b) Whenever any person shall fail to pay any tax as herein provided, the Law Director shall, upon the request of the Finance Director, bring or cause to be

brought an action to enforce the payment of said tax on behalf of the City in any court of competent jurisdiction.

189.08 CREDIT OR REFUND; CLAIM PROCEDURES.

(a) Whenever it appears that an amount of tax, interest or penalty has been paid to the Finance Director in error, whether such amount be paid through a mistake of fact or an error of law other than an error resulting from the tax, any of its provisions or its application being declared invalid or unconstitutional, not later than three (3) years from the date upon which such payment was made, the person paying such tax (hereinafter referred to as "claimant") may file a claim for credit or refund with the City on forms provided by the Finance Director for that purpose. No credit or refund shall be allowed for any amount paid by any claimant unless such claimant bore the burden of such amount and did not shift the burden to another person.

(b) Any credit or refund that is allowed under this section shall be without interest.

(c) A claim for credit or refund shall be considered to have been filed with the Finance Director on the date upon which it is physically received by the Finance Director and receipt of any claim for credit or refund filed under this section shall be acknowledged by the Finance Director, said receipt to describe the claim in sufficient detail as to identify it, and to state the date upon which the claim was received by the Finance Director.

(d) As soon as practicable after a claim for credit or refund is filed, the Finance Director shall examine the same and determine the amount of credit or refund due, if any, and shall issue a notice of tentative determination of claim and notify the claimant of such determination. If the claimant disagrees with the determination, he shall file a protest and challenge thereto within twenty (20) days after the date of notice of tentative determination of claim has been mailed to him. Upon receipt of such protest within the twenty (20) days allowed, the Finance Director or their designee, shall fix the time and place for a hearing thereof, giving notice to the claimant of, not less than seven (7) days. At any hearing held as herein provided, the tentative determination of claim shall be prima facie correct and the burden shall be upon the claimant to prove that it is incorrect. Upon the conclusion of the hearing, a decision shall be made by the Finance Director and notice thereof given to the claimant. Such tentative determination of claim shall become final upon the expiration of twenty (20) days from the date notice of the determination is provided to the claimant, unless prior thereto the claimant shall have filed an appeal to the Board of Review pursuant to Section 191.08.

189.09 NOTICE.

Unless otherwise provided in this chapter, whenever notice is required by this chapter, such notice may be given by the United States registered or certified mail, addressed to the person concerned at their last known address, and proof of such mailing shall be sufficient for the purposes of this chapter. Notice of any hearing provided for by this chapter shall be given not less than seven (7) days

prior to the date fixed for a hearing. Following the initial contact of a person represented by an attorney, the Finance Director shall not thereafter contact the person concerned but shall only contact the attorney representing the person concerned.

All hearings provided for in this chapter shall be at a location determined by the Finance Director.

189.10 RESPONSIBLE PARTIES.

(a) Agency. Where an operator performs their functions through a managing agent of any type or character other than an employee, the managing agent shall also be deemed an operator for purposes of this chapter and shall have the same duties and liabilities as their principal. Where the managing agent collects parking occupancy tax on behalf of their principal, such principal shall be jointly responsible for reporting and remitting the tax to the City. Compliance with the provisions of this chapter by either the principal or the managing agent shall be considered to be compliance by both.

(b) Joint and Several Liabilities for Tax, Interest, and Penalties.

(1) The operator shall be liable for the payment of all taxes required to be collected under this chapter, including interest and penalties thereon.

(2) Any officer, employee, or agent of an operator subject to the provisions of this chapter who has the control, supervision or responsibility of collecting such tax, filing returns or making payment of the taxes herein imposed who willfully fails to collect the tax, file required returns, or make tax payments when due to the Finance Director shall be jointly and severally liable with the operator for all taxes due under this chapter, including interest and penalties thereon. This personal liability of such officer, employee, or agent shall survive the merger, acquisition, liquidation, or dissolution of the operator.

(3) Any facility owner who knowingly permits its parking facility to be used by an operator in the ordinary course of such operator's parking service shall be jointly and severally liable with the operator for all taxes due under this chapter, including interest and penalties thereon. Any amounts due hereunder shall be reduced to a lien on the parking facility.

189.11 SALE OR TRANSFER; NOTIFICATION PROCEDURES.

An operator who sells or transfers their business of operating one or more parking facilities in the City or a major part of the assets of such business, other than a sale of assets, including inventory, in the ordinary and usual course of such business, must file a notice of such intended sale or transfer with the Finance Director at least forty-five (45) days prior to the date of such sale or transfer, setting forth the name of the seller or transferor, purchaser or transferee, and a description of the property or business sold. Within thirty (30) days after such sale or transfer, such seller shall file any remittance returns and pay any taxes due and not paid up to the date of sale or transfer. At least forty-five (45) days before the closing of the sale or transfer referred to above, the purchaser or transferee

shall also file a notice of intended purchaser or acquisition with the Finance Director, setting forth the same information as required in the seller's or transferor's notice and further requesting that the Finance Director perform an audit of the seller's or transferor's books and records or do whatever is necessary to determine the amount of taxes due up to the date of sale or transfer. The purchaser's or transferee's notice may be made in conjunction with the seller's or transferor's notice. If the purchaser or transferee fails to file the notice as required herein, the purchaser or transferee shall be personally liable to the City for the amount of taxes, interest and penalty owed by the seller or transferor to the Finance Director up to the amount or fair market value of the consideration paid by the purchaser or transferee. Upon the filing of a notice, the Finance Director shall notify both the seller (or transferor) and the purchaser (or transferee) of the amount to be withheld from the purchase or transfer price to cover all taxes, interest and penalties due under this chapter and unpaid up to the date of closing of the sale or transfer. The purchaser or transferee shall withhold this amount from the purchase or transfer price or, if payment of money or property is not involved, shall withhold the performance that constitutes consideration for the sale or transfer until the seller or transferor produces a receipt from the Finance Director showing that such taxes, interest and penalty had been paid or a certificate from the Finance Director showing no taxes are due. The purchaser or transferee is relieved of any duty to withhold from the purchase or transfer price and shall have no liability for taxes, interest or penalty due hereunder from the seller or transferor if the Finance Director fails to notify the purchaser or transferee of such amount claimed due at least five (5) days before the date of such sale or transfer. If the purchaser or transferee is notified by the Finance Director of the amount to be withheld from the purchase or transfer price and does withhold such amount, the purchaser's or transferee's liability for any taxes, interest or penalty hereunder shall be limited to the amount to be withheld as set forth in the notification from the Finance Director. If the purchaser or transferee fails to withhold from the purchase or transfer price the amount requested by the Finance Director, the purchaser or transferee shall be liable for any taxes, interest or penalty due in excess of any amount withheld, but not exceeding the amount or fair market value of the consideration paid upon such transfer. The purchaser or transferee shall pay over to the Finance Director any amount withheld hereunder upon notification of the refusal of the seller or transferor to pay any taxes, interest or penalty due hereunder and upon notification of the Finance Director's claim against the purchaser or transferee. Nothing in this section shall be construed to relieve the seller or transferor of their liability for taxes, interest and penalty except that any payments received from the purchaser or transferee as provided herein shall reduce such liability payable to the City.

189.12 APPEALS.

Any person dissatisfied with any ruling of the Finance Director which is made under the authority conferred by this chapter or any rules or regulations related thereto, may appeal therefrom to the Board of Review within thirty days of the ruling or decision of the Finance Director, and the Board of Review shall, on hearing, have jurisdiction to annul, affirm, reverse or modify any such ruling or decision, or any part thereof, in accordance with the intent and purpose of this chapter. Notice of appeal, in written form, shall be delivered, or directed by

certified mail, to the Finance Director of the City.

189.13 CONFIDENTIAL INFORMATION.

(a) General Rule. Except as otherwise provided in this section, information provided to the Finance Director by a taxpayer or revealed by such in the course of an investigation or private hearing shall be confidential and no person shall disclose such information except in compliance with a proper judicial order from a court of competent jurisdiction, or in the connection with the performance of that person's official duties or the official business of the City as authorized under the Codified Ordinances.

(b) Disclosure to Other Tax Authorities. The Finance Director may furnish any information obtained under this chapter to the Internal Revenue Service and to the State Tax Commissioner upon request.

(c) Disclosure to Responsible Parties. The Finance Director may disclose any information to any responsible party charged with liability under Section 189.10 for the purpose of monitoring and discharging their obligations there under, including, but not limited to, providing a notice of deficiency issued to a taxpayer.

(d) Disclosure in the Course of Proceeding. The Finance Director may disclose information in the course of any public proceeding or action to collect taxes assessed by the Finance Director.

189.14 EFFECTIVE DATE.

The tax shall be effective as of January 1, 2022.

189.15 SAVING CLAUSE.

If any provision of this chapter, or the application thereof to any person or circumstance, is held invalid, the remainder of this chapter and the application of such provisions to other persons or circumstances shall not be affected thereby.

189.99 VIOLATION; PENALTY.

Any person found guilty of violating any of the provisions of this chapter shall be fined not less than one hundred dollars (\$100.00) nor more than five hundred dollars (\$500.00) for the first offense and not less than two hundred fifty dollars (\$250.00) nor more than one thousand dollars (\$1000.00) for the second and third offense in any one hundred eighty (180) day period. A person who commits offenses in excess of three (3) within any one hundred eighty (180) day period is guilty of a misdemeanor of the first degree. A separate and distinct offense shall be regarded as committed each day on which said person shall commit any such violation or after notification thereof permit any such violation to exist.

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. This Ordinance shall be in full force and effect from and after January 1, 2022.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed:



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: October 18, 2021
RE: Commission Agenda Item

ITEM FOR CONSIDERATION:

It is requested that an ordinance be approved to revamp our current admission tax ordinance. New legislation is needed to replace our current admission tax language and to increase the amount of the tax levied to eight percent effective January 1, 2022. Currently the admission tax levied is four percent. In 2014, the admission tax rate was increased from three to four percent.

BUDGETARY INFORMATION:

An increase to the admission tax rate levied will raise the revenue received in the City's general fund.

ACTION REQUESTED:

It is requested that legislation be approved authorizing the revision of our admission tax ordinance.

I concur with this recommendation:

Eric Wobser
City Manager

Michelle Reeder
Finance Director

CC: Brendan Heil, Law Director

ORDINANCE NO. _____

AN ORDINANCE AMENDING PART ONE (ADMINISTRATIVE CODE), TITLE NINE (TAXATION), CHAPTER 195 (ADMISSIONS TAX) OF THE CODIFIED ORDINANCES, IN THE MANNER AND WAY SPECIFICALLY SET FORTH HEREINBELOW.

WHEREAS, to provide for additional City services and functions, including improving major roadways and other public infrastructure to promote tourism and economic activity and engaging in economic development and revitalization activities to create and preserve jobs, this City Commission wishes to increase the admissions tax by four percent; and

WHEREAS, to update and modernize the City's collection of admission tax and create a uniform system for tax returns and remittances this City Commission wishes to repeal and replace the current Admissions Tax section of the Administrative Code; and

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

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

Section 1. Part One (Administrative Code), Title Nine (Taxation), Chapter 195 (Admissions Tax) of the Codified Ordinances of the City, is hereby amended by the repeal of current Chapter 195 and the enactment of new Chapter 195 as set forth hereinafter:

**NEW CHAPTER 195
ADMISSIONS TAX**

- 195.01 Title.
- 195.02 Definitions.
- 195.03 Admission Tax Levied.
- 195.04 Exclusions and Exemptions.
- 195.05 Collection of Tax.
- 195.06 Tax Not Paid; Interest; Late Filing Penalty.
- 195.07 Record keeping; Audits.
- 195.08 Rules and Regulations.
- 195.09 Credit or Refund; Claim Procedures.
- 195.10 Taxes Made a Lien.
- 195.11 Notice.
- 195.12 Appeals.
- 195.13 Confidential Information.
- 195.14 Effective Date.
- 195.15 Saving Clause.
- 195.99 Violation; Penalty.

195.01 TITLE.

This chapter shall be known and cited as the "admission tax chapter" and the tax herein imposed shall be known and cited as the "admission tax."

195.02 DEFINITIONS.

For purposes of this chapter the following words and phrases shall have the following meanings ascribed to them respectively:

- (a) "Admission charge" means any charge for the right or the privilege to enter any place; a charge made for season tickets or subscriptions, a minimum service charge, a cover charge or a charge made for use of seats and tables, reserved or otherwise, and similar accommodations, greens fees, charges for the rental of or use of equipment, facilities or other property for purposes of recreation or amusement such as, but not limited to, charges ordinarily made or collected for the rental of personal watercraft, canoes or paddleboats or the rendering of service unless persons not utilizing the property or services are admitted free.
- (b) "City" means the City of Sandusky, Ohio.
- (c) "Person" means any natural person, partnership, joint venture, joint stock company, corporation, estate, trust, business trust, receiver, administrator, executor, assignee, trustee in bankruptcy, firm, company, association, club, syndicate, society, municipal corporation, the State of Ohio, political subdivision of the State of Ohio, the United States, instrumentality of the United States, or any group or combination acting as a unit, whether mutual, cooperative, fraternal, nonprofit or otherwise.
- (d) "Place" includes but is not restricted to, circuses, motion picture theatres, dance halls, auditoriums, stadiums, athletic pavilions and fields, exhibition halls, swimming pools, amusement parks, water parks, golf courses and golf ranges, miniature golf courses, ferry boats, charter boats, bowling alleys, night clubs, cabarets, theatres of all kinds, lecture halls, archery and shooting ranges, campgrounds, recreational vehicle parks, and such attractions as merry-go-rounds, ferris wheels, skycoasters, roller coasters, race tracks, and all places where any form of diversion, recreation, sport, or pastime is offered or provided, which are located in the City.
- (e) "Tax" means the Admission Tax imposed pursuant to Section 195.03.

195.03 ADMISSION TAX LEVIED.

To provide funds for the purposes of general municipal operations, procurement of fixed assets or permanent improvements including the payment of costs of acquiring, constructing, reconstructing, rehabilitating, remodeling, renovating, enlarging, improving, equipping or furnishing facilities by contract,

lease, lease-purchase, or otherwise, and including cooperative arrangements with other political subdivisions, nonprofit corporations or other entities, payment of lease rentals, lease-purchase amounts, debt charges or other obligations, the administration of deficits in City funds and for all other lawful purposes, there is hereby levied and imposed upon every person who pays an admission charge to any one place:

(a) A tax of eight percent (8%) on the admission charge for each individual who is admitted to any place in the City. The tax is levied and imposed irrespective of who pays the admissions charge or when the admissions charge is paid. The tax shall apply to every admission within the City for which a charge is made, notwithstanding that the sale of the ticket or other evidence or right of admission thereto is made outside the City.

195.04 EXCLUSIONS AND EXEMPTIONS.

(a) The tax levied by this chapter shall not be applicable to an admission charge to an event for which the net proceeds, if any, are to be used exclusively for charitable, eleemosynary, educational, cultural, civic, community improvement, or religious purposes.

(b) The tax imposed and levied by this chapter shall not apply to an organization that is organized exclusively for religious purposes or that has been determined by the Internal Revenue Service to be an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986.

(c) Any person who claims an exclusion or exemption under subsection (b) hereof shall file a claim therefor upon forms furnished by the Finance Director and if the Finance Director determines that the exclusion or exemption is justified, no admission tax shall be imposed or levied. The Finance Director shall not allow an exclusion or exemption where it appears that there is a disproportionate expenditure for promoting or conducting an event in relation to gross profits, if any, and none shall be allowed when the person does not control the sale of admissions to the event or where talent, services, or other items are compensated for on a percentage basis if the percentage results in payment in excess of the flat rate ordinarily charged for the same talent, services, or other items.

195.05 COLLECTION OF TAX.

(a) Every person receiving any payment on which a tax is levied under this chapter shall collect the amount of the tax imposed by Section 195.03 from the person making the admission payment. The tax required to be collected under this chapter shall be deemed to be held in trust for the benefit of the City and deemed to be trust funds in the hands of the person required to collect the tax until all such tax collected is paid to the City as herein provided. Any person required to collect the tax imposed under this chapter who fails, refuses or neglects to collect the tax, or having collected the tax, fails, refuses or neglects to remit the tax to the Finance Director in the manner prescribed by this chapter and the Rules and Regulations, whether such failure, refusal or neglect is the result of their own act or the result of acts or conditions beyond their control, shall

nevertheless be personally liable to the City for the amount of such tax, whether or not such tax has been collected.

(b)(1) The tax imposed by this chapter shall be collected at the time the admission charge is paid by the person seeking admission to any place and shall be reported and remitted by the person receiving the tax to the Finance Director monthly and remittances therefor are due on or before the twentieth (20th) day of the month succeeding the end of the monthly period in which the tax is collected or received. The person receiving any payment for admissions shall make out a return upon such forms prescribed by or acceptable to the Finance Director and set forth such information as the Finance Director may require, showing the amount of the tax collected upon admissions for which he or she is liable for the preceding monthly period, and shall sign and transmit the same to the Finance Director with a remittance for the amount of tax due. Failure to receive or procure any form prescribed by the Finance Director shall not excuse any person from timely filing the return due or from paying any admissions tax due.

(2) The Finance Director may in their discretion require verified annual returns from any person receiving admission payments setting forth such additional information as he or she may deem necessary to determine correctly the amount of tax collected and payable. Whenever any theater, circus, show, exhibition, entertainment or amusement makes an admission charge which is subject to the tax herein levied, and the same is of a temporary or transitory nature, of which the Finance Director shall be the judge, the Finance Director may require the report and remittance of the tax immediately upon the collection of the tax, at the conclusion of the performance or exhibition, or at the conclusion of the series of performances or exhibitions or at such other times as the Finance Director shall determine. Failure to comply with any requirement of the Finance Director as to report and remittance of the tax shall be a violation of this chapter.

195.06 TAX NOT PAID; INTEREST; LATE FILING PENALTY.

(a) Any tax not paid when due shall bear interest at the rate of two percent (2%) per month, or fraction thereof, until paid.

(b) In addition to any interest charges, any person who fails to make timely payment of taxes shall be subject to a late payment penalty, unless a late filing penalty is due as provided in division (c) below, equal to ten percent (10%) of the taxes not paid timely.

(c) In addition to any interest charges, any person who fails to file a remittance return when due shall be subject to a late filing penalty equal to ten percent (10%) of the taxes reported, or that should have been reported, on the return that is not filed timely.

(d) Any payment or return shall be considered paid or filed, respectively, on the date such payment or return is physically received by the Finance Director.

(e) All payments received shall first be applied to penalty due, then interest due and finally the taxes due for the period for which the payment is

made.

(f) The Finance Director may abate all or any portion of the penalty imposed for late payment or late filing if the Finance Director determines that such failure was due to reasonable cause and not willful neglect.

195.07 RECORD KEEPING; AUDITS.

(a) Content of Records. Every person responsible for the collection and remittance of the tax herein imposed shall keep accurate and complete books and records of all admissions charges, admissions, or relevant transactions.

(b) Retention of Records. All books, records, and daily record sheets shall be retained by each operator for a period of six (6) years subsequent to the year of transaction.

(c) Access to Records. Each operator shall afford the Finance Director and their designated agents access to all such records and evidence at all reasonable times and shall provide verification or authentication of the same, as the Finance Director may require. The Finance Director and their agents are hereby authorized to examine the books, papers and records of any person responsible for the collection and remittance of the tax in order to verify the accuracy of any return made, or, if no return has been made, to determine the taxes due. Every person responsible for the collection and remittance of tax herein imposed is hereby required and directed to provide to the Finance Director and their designated agents the means, facilities and opportunity to conduct any examinations or investigations as are hereby authorized.

(d) Audits. The Finance Director shall have, at reasonable times during normal business hours, the right to examination and audit of all account books and records of any person responsible for the collection and remittance of the tax herein imposed and levied which, in the Finance Director's opinion, in any way pertain to admissions charges, admissions, or relevant transactions. This audit is to be made by the Finance Director or by accountants employed by the City and at its own expense. If required by the Finance Director, a complete audit of a person's gross receipts from admissions or relevant transactions shall be provided at the end of each person's fiscal year by an accountant approved by the Finance Director and at the expense of the City. Notwithstanding the foregoing if, as the result of an audit, the Finance Director shall determine that there shall be an unpaid tax liability for a person equal to or greater than 1% of the person's total liability for the period audited, the Finance Director may require such person to pay the expenses of the audit.

195.08 RULES AND REGULATIONS.

The Finance Director is hereby empowered to adopt, promulgate, and to enforce rules and regulations not inconsistent with the terms of this chapter relating to any matter or thing pertaining to the administration and enforcement of the provisions of this chapter, including, but not limited to, provisions relating to recordkeeping. A copy of the rules and regulations shall be kept on file with the Finance Director and available for inspection upon request. Failure or refusal

to comply with any rules and regulations shall be deemed a violation of this chapter.

195.09 CREDIT OR REFUND; CLAIM PROCEDURES.

(a) Whenever it appears that an amount of tax, interest or penalty has been paid to the Finance Director in error, whether such amount be paid through a mistake of fact or an error of law other than an error resulting from the tax, any of its provisions or its application being declared invalid or unconstitutional, not later than three (3) years from the date upon which such payment was made, the person paying such tax (hereinafter referred to as "claimant") may file a claim for credit or refund with the City on forms provided by the Finance Director for that purpose. No credit or refund shall be allowed for any amount paid by any claimant unless such claimant bore the burden of such amount and did not shift the burden to another person.

(b) Any credit or refund that is allowed under this section shall be without interest.

(c) A claim for credit or refund shall be considered to have been filed with the Finance Director on the date upon which it is physically received by the Finance Director and receipt of any claim for credit or refund filed under this section shall be acknowledged by the Finance Director, said receipt to describe the claim in sufficient detail as to identify it, and to state the date upon which the claim was received by the Finance Director.

(d) As soon as practicable after a claim for credit or refund is filed, the Finance Director, shall examine the same and determine the amount of credit or refund due, if any, and shall issue a notice of tentative determination of claim and notify the claimant of such determination. If the claimant disagrees with the determination, he shall file a protest and challenge thereto within twenty (20) days after the date of notice of tentative determination of claim has been mailed to him. Upon receipt of such protest within the twenty (20) days allowed, the Finance Director or their designee, shall fix the time and place for a hearing thereof, giving notice to the claimant of, not less than seven (7) days. At any hearing held as herein provided, the tentative determination of claim shall be prima facie correct and the burden shall be upon the claimant to prove that it is incorrect. Upon the conclusion of the hearing, a decision shall be made by the Finance Director and notice thereof given to the claimant. Such tentative determination of claim shall become final upon the expiration of twenty (20) days from the date notice of the determination is provided to the claimant, unless prior thereto the claimant shall have filed an appeal to the Board of Review pursuant to Section 191.08.

195.10 TAXES MADE A LIEN.

(a) The taxes and other charges imposed by this chapter shall be a lien upon all of the property of any person required to collect and pay or to pay the same. If such person shall sell out or quit business, such person shall be required to make out the return provided for in this chapter within thirty days after the date of sale of such business or retirement therefrom, and the successor in

business shall be required to withhold a sufficient amount of purchase money to cover the amount of said taxes and other charges so collected and unpaid, together with penalties, if any, until such time as the former owner shall produce a receipt from the Finance Director showing that the taxes and other charges have been paid, or a certificate that no taxes are due.

(b) If the purchaser of a business shall fail to withhold purchase money as above provided, and the taxes and other charges so collected shall be due and unpaid after the thirty-day period allowed, the purchaser shall be liable for the payment of the taxes and other charges collected and unpaid on account of the operation of the business by the former owner, together with interest, as provided by this chapter.

(c) The lien for unpaid taxes and other charges imposed herein shall not become effective until such time as the Finance Director shall certify to the County Auditor of Erie County the amount of taxes delinquent, and such certification is placed on record by the County Recorder of said county in a book maintained for that purpose.

195.11 NOTICE.

Unless otherwise provided in this chapter, whenever notice is required by this chapter, such notice may be given by the United States registered or certified mail, addressed to the person concerned at their last known address, and proof of such mailing shall be sufficient for the purposes of this chapter. Notice of any hearing provided for by this chapter shall be given not less than seven (7) days prior to the date fixed for a hearing. Following the initial contact of a person represented by an attorney, the Finance Director shall not thereafter contact the person concerned but shall only contact the attorney representing the person concerned.

All hearings provided for in this chapter shall be at a location determined by the Finance Director.

195.12 APPEALS.

Any person dissatisfied with any ruling of the Finance Director which is made under the authority conferred by this chapter or any rules or regulations related thereto, may appeal therefrom to the Board of Review within thirty days of the ruling or decision of the Finance Director, and the Board of Review shall, on hearing, have jurisdiction to annul, affirm, reverse or modify any such ruling or decision, or any part thereof, in accordance with the intent and purpose of this chapter. Notice of appeal, in written form, shall be delivered, or directed by certified mail, to the Finance Director of the City.

195.13 CONFIDENTIAL INFORMATION.

(a) General Rule. Except as otherwise provided in this section, information provided to the Finance Director by a taxpayer or revealed by such in the course of an investigation or private hearing shall be confidential and no person shall disclose such information except in compliance with a proper judicial order from a

court of competent jurisdiction, or in the connection with the performance of that person's official duties or the official business of the City as authorized under the Codified Ordinances.

(b) Disclosure to Other Tax Authorities. The Finance Director may furnish any information obtained under this chapter to the Internal Revenue Service and to the State Tax Commissioner upon request.

(c) Disclosure in the Course of Proceeding. The Finance Director may disclose information in the course of any public proceeding or action to collect taxes assessed by the Finance Director.

195.14 EFFECTIVE DATE.

The tax shall be effective as of January 1, 2022.

195.15 SAVING CLAUSE.

If any provision of this chapter, or the application thereof to any person or circumstance, is held invalid, the remainder of this chapter and the application of such provisions to other persons or circumstances shall not be affected thereby.

195.99 VIOLATION; PENALTY.

Any person found guilty of violating any of the provisions of this chapter shall be fined not less than one hundred dollars (\$100.00) nor more than five hundred dollars (\$500.00) for the first offense and not less than two hundred fifty dollars (\$250.00) nor more than one thousand dollars (\$1000.00) for the second and third offense in any one hundred eighty (180) day period. A person who commits offenses in excess of three (3) within any one hundred eighty (180) day period is guilty of a misdemeanor of the first degree. A separate and distinct offense shall be regarded as committed each day on which said person shall commit any such violation or after notification thereof permit any such violation to exist.

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.

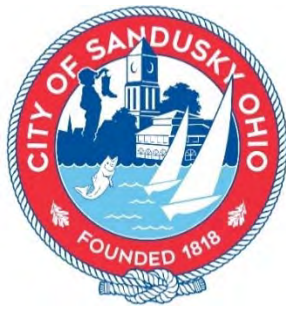
Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted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

Section 4. This Ordinance shall be in full force and effect from and after January 1, 2022.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed:



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: October 13, 2021

Subject: **Commission Agenda Item – Updating sections of ordinance 1157**

ITEM FOR CONSIDERATION: Legislation approving updates to the Floodplain Damage Reduction section of the Codified Ordinance, Chapter 1157.

BACKGROUND INFORMATION:

Due to Sandusky's proximity to Lake Erie and Sandusky Bay and being home to multiple creeks feeding into these large bodies of water, the City of Sandusky has special flood hazard (SFH) areas, scientifically identified by the Federal Emergency Management Agency (FEMA). These areas are subject to likely periodic inundation (flooding) which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base. Additionally, structures that are inadequately elevated, floodproofed, or otherwise protected from flood damage also contribute to the flood loss. In order to minimize the threat of such damages and to achieve the purposes hereinafter set forth, these regulations are adopted.

The City of Sandusky has been a participant in the National Flood Insurance Program (NFIP) since 1977, which discounts property insurance rates, because staff regulates development within the affected Special Flood Hazard (SFH) Areas within the City. Furthermore, as a member of the NFIP, the flood insurance cost for a given property stays uniform from insurer to insurer, so flood insurance "shopping" is not necessary. The last update to this ordinance was in 2008.

Driving this update more specifically, is that our 2008 Ordinance primarily needs terminology and definitions updated to coincide with FEMA's current model Floodplain Ordinance and preliminary updated floodplain map for Sandusky. Due to this updated mapping, hydrologic data and survey technologies along with the feedback gained about our geographic area, an updated map is forthcoming with newly designated zones in areas of the City. One of the most impactful changes within this ordinance, is the removal of the "freeboard" requirement, which is a set elevation the previous Ordinance required, above and beyond the FEMA designated Flood Protection Elevation for a 1% annual chance (formerly called 100-year) flood event. Although seemingly conservative, this additional elevation was tough-to-impossible to meet reasonably in most parts of the Special Flood Hazard Area, and costly to conform to. Additionally, there was no significant discount to flood insurance rates, having or meeting this "higher" standard.

Planning Commission specifically added a condition to section to 1157.05, regarding Floodplain variance applications: *Applications seeking a variance from the Flood Protection Elevation shall include a specific height (in feet) for the requested variance from the standard Flood Protection Elevation.*

Incorporating these changes, the proposed new ordinance was presented to the Planning Commission board for review and discussion, at the August 25, 2021, Planning Commission meeting the board voted (5-2) to approve these changes.

BUDGETARY INFORMATION: There are no fees associated with making these administrative changes.

ACTION REQUESTED: It is recommended that proper legislation be prepared and approved to allow the new building regulations, particularly the “Flood Protection Elevation” change, to take effect prior to the new FEMA floodplain map’s effective date, to have our ordinance conform to current FEMA terminology, definitions and standards. Ultimately, these changes will help expedite developments, otherwise meeting our codes in the Special Flood Hazard Area, and keep our Ordinance in line with FEMA’s updated regulations, mapping and terminology.

I concur with this recommendation:

Eric Wobser
City Manager

Aaron Klein, PE
Director, City Engineer

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



COMMUNITY DEVELOPMENT DEPARTMENT

Division of Planning
240 Columbus Ave
Sandusky, Ohio 44870
419.627.5891

October 13, 2021

At the August 25, 2021 Planning Commission meeting, the Planning Commission recommended approval to the City Commission for the proposed amendment to the City of Sandusky Planning and Zoning Code Chapter 1157 (Floodplain Administration).

A handwritten signature in blue ink, appearing to read "Dennis Murray", is written over a horizontal line.

Dennis Murray
Planning Commission Chairman

ORDINANCE NO. _____

AN ORDINANCE AMENDING PART ELEVEN (PLANNING AND ZONING CODE), TITLE FIVE (ADDITIONAL ZONING REQUIREMENTS), CHAPTER 1157 (FLOOD DAMAGE REDUCTION) OF THE CODIFIED ORDINANCES OF THE CITY OF SANDUSKY IN THE MANNER AND WAY SPECIFICALLY SET FORTH HEREINBELOW.

WHEREAS, the City Commission adopted Chapter 1157 (Flood Damage Reduction) by Ordinance No. 08-064, passed on July 28, 2008, which reflected the model ordinance provided by the Ohio Department of Natural Resources in order to meet all the requirements for the Federal Emergency Management Agency (FEMA) and the National Flood Insurance Program (NFIP); and

WHEREAS, the proposed amendments are primarily to update terminology and definitions to coincide with FEMA's current model Floodplain Ordinance; and

WHEREAS, the Planning Commission reviewed and requested modifications to the amendments and at their August 25, 2021, meeting, approved the final proposed amendments and are recommending approval of the modified proposed amendments to this City Commission; and

WHEREAS, a public hearing on the proposed amendments was held by this City Commission at their October 25, 2021, regularly scheduled meeting; and

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

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

Section 1. Part Eleven (Planning and Zoning Code), Title Five (Additional Zoning Requirements), Chapter 1157 (Flood Damage Reduction) of the Codified Ordinances of the City of Sandusky is hereby amended as follows:

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

**CHAPTER 1157
FLOOD DAMAGE REDUCTION**

- 1157.01 General Provisions.
- 1157.02 Definitions.
- 1157.03 Administration.
- 1157.04 Use And Development Standards For Flood Hazard Reduction.
- 1157.05 Appeals and Variances.
- 1157.06 Enforcement.

CROSS REFERENCES

Flood control bonds; public capital improvement - see Ohio Const., Art. VIII, Sec. 21;
~~Ohio R.C. 129.70 et seq.~~
National Insurance Program Compliance - see Ohio R.C. 307.37
County Commission flood control aid to governmental units - see Ohio R.C. 307.77
~~Watercourse obstruction removal - see Ohio R.C. 521.05~~
Levees - see Ohio R.C. 717.01
Participation in National Flood Insurance Program - see Ohio R.C. 1506.04
Construction permits and prohibitions for dams, dikes and levees - see Ohio R.C.
1521.06
Reduction of assessed valuation for establishing reservoirs - see Ohio R.C. 1521.09
Floodplain management - see Ohio R.C. 1521.13
~~Marking flood areas - see Ohio R.C. 1521.14~~
Review of flood plain management ordinances - see Ohio R.C. 1521.18
Manufactured home parks - see Ohio R.C. ~~4781.26 3733.02~~
Notification of flood - see Ohio R.C. ~~4781.33 3733.024~~
Compliance with Flood Plain Management Rules - see Ohio R.C. ~~4781.29 3733.05~~
Recreation vehicle parks - see Ohio R.C. ~~3729.04 3733.023~~
Health, Safety and Sanitation - see GEN. OFF. Ch. ~~521.05, 521.08~~

1157.01 GENERAL PROVISIONS.

(a) Statutory Authorization. ARTICLE XVIII, Section 7, Home Rule and ARTICLE XVIII, Section 3, of the Ohio Constitution grants municipalities the legal authority to adopt land use and control measures for promoting the health, safety, and general welfare of its citizens. Therefore, the City Commission of Sandusky, State of Ohio, does ordain as follows:

(b) Findings of Fact. The City of Sandusky has special flood hazard areas that are subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base. Additionally, structures that are inadequately elevated, floodproofed, or otherwise protected from flood damage also contribute to the flood loss. In order to minimize the threat of such damages and to achieve the purposes hereinafter set forth, these regulations are adopted.

(c) Statement of Purpose. It is the purpose of these regulations to promote the public health, safety and general welfare, and to:

- (1) Protect human life and health;
- (2) Minimize expenditure of public money for costly flood control projects;
- (3) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- (4) Minimize prolonged business interruptions;
- (5) Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in areas of special flood hazard;

- (6) Help maintain a stable tax base by providing for the proper use and development of areas of special flood hazard so as to protect property and minimize future flood blight areas;
- (7) Ensure that those who occupy the areas of special flood hazard assume responsibility for their actions;
- (8) Minimize the impact of development on adjacent properties within and near flood prone areas;
- (9) Ensure that the flood storage and conveyance functions of the floodplain are maintained;
- (10) Minimize the impact of development on the natural, beneficial values of the floodplain;
- (11) Prevent floodplain uses that are either hazardous or environmentally incompatible; and
- (12) Meet community participation requirements of the National Flood Insurance Program.

(d) Methods of Reducing Flood Loss. In order to accomplish its purposes, these regulations include methods and provisions for:

- (1) Restricting or prohibiting uses which are dangerous to health, safety, and property due to water hazards, or which result in damaging increases in flood heights or velocities;
- (2) Requiring that uses vulnerable to floods, including facilities, which serve such uses, be protected against flood damage at the time of initial construction;
- (3) Controlling the alteration of natural floodplains, stream channels, and natural protective barriers, which help accommodate or channel flood waters;
- (4) Controlling filling, grading, dredging, excavating, and other development which may increase flood damage; and,
- (5) Preventing or regulating the construction of flood barriers, which will unnaturally divert flood, waters or which may increase flood hazards in other areas.

(e) Lands to Which These Regulations Apply. These regulations shall apply to all areas of special flood hazard within the jurisdiction of the City of Sandusky as identified in Section 1157.01(f), including any additional areas of special flood hazard annexed by City of Sandusky.

(f) Basis for Establishing the Areas of Special Flood Hazard. For the purposes of these regulations, the following studies and / or maps are adopted:

- (1) *Flood Insurance Study (FIS) Erie County, Ohio and Incorporated Areas and Flood Insurance Rate Map (FIRM) Erie County, Ohio and Incorporated Areas* both effective ~~August 28, 2008~~ **as of the most current FEMA map release.**
- (2) Other studies and / or maps, which may be relied upon for establishment of the flood protection elevation, delineation of the ~~100-year~~ **1% annual chance** floodplain, floodways or delineation of

other areas of special flood hazard.

- (3) Any hydrologic and hydraulic engineering analysis authored by a registered Professional Engineer in the State of Ohio, which has been approved by the City of Sandusky as required by Section 1157.04(c) Subdivisions and Large Scale Developments.

Any revisions to the aforementioned maps and / or studies are hereby adopted by reference and declared to be a part of these regulations. Such maps and/or studies are on file at the office of the Director of Engineering Services, ~~222 Meigs Street~~ **240 Columbus Avenue**, Sandusky, Ohio 44870.

(g) Abrogation and Greater Restrictions. These regulations are not intended to repeal any existing ordinances including subdivision regulations, zoning or building codes. In the event of a conflict between these regulations and any other ordinance, the more restrictive shall be followed. These regulations shall not impair any deed restriction covenant or easement but the land subject to such interests shall also be governed by the regulations.

(h) Interpretation. In the interpretation and application of these regulations, all provisions shall be:

- (1) Considered as minimum requirements;
- (2) Liberally construed in favor of the governing body; and,
- (3) Deemed neither to limit nor repeal any other powers granted under state statutes. Where a provision of these regulations may be in conflict with a state or Federal law, such state or Federal law shall take precedence over these regulations.

(i) Warning and Disclaimer of Liability. The degree of flood protection required by these regulations is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. These regulations do not imply that land outside the areas of special flood hazard or uses permitted within such areas will be free from flooding or flood damage. These regulations shall not create liability on the part of the City of Sandusky, any officer or employee thereof, or the Federal Emergency Management Agency, for any flood damage that results from reliance on these regulations or any administrative decision lawfully made thereunder.

(j) Severability. Should any section or provision of these regulations be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the regulations as a whole, or any part thereof other than the part so declared to be unconstitutional or invalid.

~~(Ord. 08-064. Passed 7-28-08.)~~

1157.02 DEFINITIONS.

Unless specifically defined below, words or phrases used in these regulations shall be interpreted so as to give them the meaning they have in

common usage and to give these regulations the most reasonable application.

(a) Accessory Structure: A structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal structure.

(b) Appeal: A request for review of the floodplain administrator's interpretation of any provision of these regulations or a request for a variance.

(c) Base Flood: The flood having a one percent chance of being equaled or exceeded in any given year. The base flood may also be referred to as the 1% ~~chance~~ annual **chance** flood or **formerly known as ("fka") the one-hundred (100) year flood.**

(d) Base (100-Year) Flood Elevation (BFE): The water surface elevation of the base flood in relation to a specified datum, usually the National Geodetic Vertical Datum of 1929 or the North American Vertical Datum of 1988, and usually expressed in Feet Mean Sea Level (MSL). In Zone AO areas, the base flood elevation is the natural grade elevation plus the depth number (from 1 to 3 feet).

(e) Basement: Any area of the building having its floor subgrade (below ground level) on all sides.

(f) Breakaway Wall: **means a wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the building or supporting foundation system.**

(g) Coastal High Hazard Area: **means an area of special flood hazard, as identified by the Federal Emergency Management Agency, along the open coast at Lake Erie and any other area subject to high velocity wave action from storms or seismic sources along Lake Erie and its bays.**

(h) Development: Any manmade change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

(i) Enclosure Below the Lowest Floor: See "Lowest Floor."

(j) Executive Order 11988 (Floodplain Management): Issued by President Carter in 1977, this order requires that no federally assisted activities be conducted in or have the potential to affect identified special flood hazard areas, unless there is no practicable alternative.

(k) Federal Emergency Management Agency (FEMA): The agency with the overall responsibility for administering the National Flood Insurance Program.

(l) Fill: A deposit of earth material placed by artificial means.

(m) Flood or Flooding: A general and temporary condition of partial or complete inundation of normally dry land areas from:

- (1) The overflow of inland or tidal waters, and/or
- (2) The unusual and rapid accumulation or runoff of surface waters from any source.

(n) Flood Hazard Boundary Map (FHBM): Usually the initial map, produced by the Federal Emergency Management Agency, or U.S. Department of Housing and Urban Development, for a community depicting approximate special flood hazard areas.

(o) Flood Insurance Rate Map (FIRM): An official map on which the Federal Emergency Management Agency or the U.S. Department of Housing and Urban Development has delineated the areas of special flood hazard.

(p) Flood Insurance Risk Zones: Zone designations on FHBMs and FIRMs that indicate the magnitude of the flood hazard in specific areas of a community. Following are the zone definitions:

- (1) Zone A: Special flood hazard areas inundated by the **1% annual chance (fka: 100-year)** flood; base flood elevations are not determined.
- (2) Zones A1-30 and Zone AE: Special flood hazard areas inundated by the **1% annual chance (fka: 100-year)** flood; base flood elevations are determined.
- (3) Zone AO: Special flood hazard areas inundated by the **1% annual chance (fka: 100-year)** flood; with flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths are determined.
- (4) Zone AH: Special flood hazard areas inundated by the **1% annual chance (fka: 100-year)** flood; flood depths of 1 to 3 feet (usually areas of ponding); base flood elevations are determined.
- (5) Zone A99: Special flood hazard areas inundated by the **1% annual chance (fka: 100-year)** flood to be protected from the **1% annual chance (fka: 100-year)** flood by a Federal flood protection system under construction; no base flood elevations are determined.
- (6) Zone B and Zone X (shaded): Areas of **.2% annual chance (fka: 500-year)** flood; areas subject to the **1% annual chance (fka: 100-year)** flood with average depths of less than 1 foot or with contributing drainage area less than 1 square mile; and areas protected by levees from the base flood.
- (7) Zone C and Zone X (unshaded): Areas determined to be outside the **.2% annual chance (fka: 500-year)** floodplain.
- (8) Zone V: **Coastal special flood hazard area subject to a 1% annual chance (fka: 100-year) flood from velocity hazard (wave action); base flood elevations are not determined.**
- (9) Zone VE: and V1-30: **Coastal special flood hazard area subject to a 1% annual chance flood event from velocity hazard (wave action); base flood elevations are determined.**

(q) Flood Insurance Study (FIS): The official report in which the Federal Emergency Management Agency or the U.S. Department of Housing and Urban Development has provided flood profiles, floodway boundaries (sometimes shown on Flood Boundary and Floodway Maps), and the water surface elevations

of the base flood.

(r) **Floodproofing**: Any combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

(s) **Flood Protection Elevation**: The Flood Protection Elevation, or FPE, is the base flood elevation plus ~~two (2)~~ **zero (0)** feet of freeboard. In areas where no base flood elevations exist from any authoritative source, the flood protection elevation can be historical flood elevations, or base flood elevations determined and/or approved by the floodplain administrator.

(t) **Floodway**: A floodway is the channel of a river or other watercourse and the adjacent land areas that have been reserved in order to pass the base flood discharge. A floodway is typically determined through a hydraulic and hydrologic engineering analysis such that the cumulative increase in the water surface elevation of the base flood discharge is no more than a designated height. In no case shall the designated height be more than one foot at any point within the community.

The floodway is an extremely hazardous area, and is usually characterized by any of the following: Moderate to high velocity flood waters, high potential for debris and projectile impacts, and moderate to high erosion forces.

(u) **Freeboard**: A factor of safety usually expressed in feet above a flood level for the purposes of floodplain management. Freeboard tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, obstructed bridge openings, debris and ice jams, and the hydrologic effect of urbanization in a watershed.

(v) **Historic Structure**: Any structure that is:

- (1) Listed individually in the National Register of Historic Places (a listing maintained by the U.S. Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listings on the National Register;
- (2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district; or
- (3) Individually listed on the State of Ohio's inventory of historic places maintained by the Ohio Historic Preservation Office.
- (4) Individually listed on the inventory of historic places maintained by City of Sandusky's historic preservation program, which program is certified by the Ohio Historic Preservation Office.

(w) **Hydrologic and Hydraulic Engineering Analysis**: An analysis performed by a professional engineer, registered in the State of Ohio, in accordance with standard engineering practices as accepted by FEMA, used to determine flood elevations and/or floodway boundaries.

(x) Letter of Map Change (LOMC): A Letter of Map Change is an official FEMA determination, by letter, to amend or revise effective Flood Insurance Rate Maps, Flood Boundary and Floodway Maps, and Flood Insurance Studies. LOMCs are broken down into the following categories:

- (1) Letter of Map Amendment (LOMA): A revision based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property is not located in a special flood hazard area.
- (2) Letter of Map Revision (LOMR): A revision based on technical data that, usually due to manmade changes, shows changes to flood zones, flood elevations, floodplain and floodway delineations, and planimetric features. One common type of LOMR, a LOMR-F, is a determination concerning whether a structure or parcel has been elevated by fill above the base flood elevation and is, therefore, excluded from the special flood hazard area.
- (3) Conditional Letter of Map Revision (CLOMR): A formal review and comment by FEMA as to whether a proposed project complies with the minimum National Flood Insurance Program floodplain management criteria. A CLOMR does not amend or revise effective Flood Insurance Rate Maps, Flood Boundary and Floodway Maps, or Flood Insurance Studies.

(y) Lowest Floor: The lowest floor of the lowest enclosed area (including basement) of a structure. This definition excludes an "enclosure below the lowest floor" which is an unfinished or flood resistant enclosure usable solely for parking of vehicles, building access or storage, in an area other than a basement area, provided that such enclosure is built in accordance with the applicable design requirements specified in these regulations for enclosures below the lowest floor.

(z) Manufactured Home: A structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle". For the purposes of these regulations, a manufactured home includes manufactured homes and mobile homes as defined in Chapter ~~3733~~ **4781** of the Ohio Revised Code.

(aa) Manufactured Home Park: As specified in the Ohio Administrative Code ~~3701-27-01~~ **4781-12-01(K)**, a manufactured home park means any tract of land upon which three or more manufactured homes, used for habitation are parked, either free of charge or for revenue purposes, and includes any roadway, building, structure, vehicle, or enclosure used or intended for use as part of the facilities of the park. A tract of land that is subdivided and the individual lots are not for rent or rented, but are for sale or sold for the purpose of installation of manufactured homes on the lots, is not a manufactured home park, even though

three or more manufactured homes are parked thereon, if the roadways are dedicated to the local government authority. **Manufactured home park does not include any tract of land used solely for the storage or display for sale of manufactured homes.**

(bb) National Flood Insurance Program (NFIP): The NFIP is a Federal program enabling property owners in participating communities to purchase insurance protection against losses from flooding. This insurance is designed to provide an insurance alternative to disaster assistance to meet the escalating costs of repairing damage to buildings and their contents caused by floods. Participation in the NFIP is based on an agreement between local communities and the Federal government that states if a community will adopt and enforce floodplain management regulations to reduce future flood risks to all development in special flood hazard areas, the Federal government will make flood insurance available within the community as a financial protection against flood loss.

(cc) New Construction: Structures for which the "start of construction" commenced on or after the initial effective date of the City of Sandusky Flood Insurance Rate Map, July 5, 1977, and includes any subsequent improvements to such structures. **For the purposes of determining insurance rates, structures for which the "start of construction" commenced on or after the effective date of an initial FIRM July 5, 1977, and includes any subsequent improvements to such structures.**

(dd) Person: Includes any individual or group of individuals, corporation, partnership, association, or any other entity, including state and local governments and agencies. An agency is further defined in the Ohio Revised Code Section 111.15 (A)(2) as any governmental entity of the state and includes, but is not limited to, any board, department, division, commission, bureau, society, council, institution, state college or university, community college district, technical college district, or state community college. "Agency" does not include the general assembly, the controlling board, the adjutant general's department, or any court.

(ee) Recreational Vehicle: A vehicle which is (1) built on a single chassis, (2) 400 square feet or less when measured at the largest horizontal projection, (3) designed to be self-propelled or permanently towable by a light duty truck, and (4) designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

(ff) Registered Professional Architect: A person registered to engage in the practice of architecture under the provisions of sections 4703.01 to 4703.19 of the Revised Code.

(gg) Registered Professional Engineer: A person registered as a professional engineer under Chapter 4733 of the Revised Code.

(hh) Registered Professional Surveyor: A person registered as a professional surveyor under Chapter 4733 of the Revised Code.

(ii) Special Flood Hazard Area: Also known as “Areas of Special Flood Hazard”, it is the land in the floodplain subject to a one percent or greater chance of flooding in any given year. Special flood hazard areas are designated by the Federal Emergency Management Agency on Flood Insurance Rate Maps, Flood Insurance Studies, Flood Boundary and Floodway Maps and Flood Hazard Boundary Maps as Zones A, AE, AH, AO, A1-30, ~~and~~ A99, or V, VE. Special flood hazard areas may also refer to areas that are flood prone and designated from other federal state or local sources of data including but not limited to historical flood information reflecting high water marks, previous flood inundation areas, and flood prone soils associated with a watercourse.

(jj) Start of Construction: The date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of a building.

(kk) Structure: A walled and roofed building, manufactured home, or gas or liquid storage tank that is principally above ground.

(ll) Substantial Damage: Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

(mm) Substantial Improvement: Any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures, which have incurred "substantial damage", regardless of the actual repair work performed. The term does not, however, include:

- ~~(1) Any improvement to a structure that is considered “new construction,”~~
- (1) Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified prior to the application for a development permit by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or

- (2) Any alteration of a "historic structure," provided that the alteration would not preclude the structure's continued designation as a "historic structure".

(nn) Variance: A grant of relief from the standards of these regulations ~~consistent with the variance conditions herein.~~

(oo) Violation: The failure of a structure or other development to be fully compliant with these regulations.
(~~Ord. 08-064. Passed 7-28-08.~~)

1157.03 ADMINISTRATION.

(a) Designation of the Floodplain Administrator. The Director of Engineering Services is hereby appointed to administer and implement these regulations and is referred to herein as the Floodplain Administrator.

(b) Duties and Responsibilities of the Floodplain Administrator. The duties and responsibilities of the Floodplain Administrator shall include but are not limited to:

- (1) Evaluate applications for permits to develop in special flood hazard areas.
- (2) Interpret floodplain boundaries and provide flood hazard and flood protection elevation information.
- (3) Issue permits to develop in special flood hazard areas when the provisions of these regulations have been met, or refuse to issue the same in the event of noncompliance.
- (4) Inspect buildings and lands to determine whether any violations of these regulations have been committed.
- (5) Make and permanently keep all records for public inspection necessary for the administration of these regulations including Flood Insurance Rate Maps, Letters of Map Amendment and Revision, records of issuance and denial of permits to develop in special flood hazard areas, determinations of whether development is in or out of special flood hazard areas for the purpose of issuing floodplain development permits, elevation certificates, **VE zone construction certifications**, variances, and records of enforcement actions taken for violations of these regulations.
- (6) Enforce the provisions of these regulations.
- (7) Provide information, testimony, or other evidence as needed during variance hearings.
- (8) Coordinate map maintenance activities and FEMA follow-up.
- (9) Conduct substantial damage determinations to determine whether existing structures, damaged from any source and in special flood hazard areas identified by FEMA, must meet the development standards of these regulations.

(c) Floodplain Development Permits. It shall be unlawful for any person to begin construction or other development activity including but not limited to filling; grading; construction; alteration, remodeling, or expanding any structure;

or alteration of any watercourse wholly within, partially within or in contact with any identified special flood hazard area, as established in Section 1157.01(f), until a floodplain development permit is obtained from the Floodplain Administrator. Such floodplain development permit shall show that the proposed development activity is in conformity with the provisions of these regulations. No such permit shall be issued by the Floodplain Administrator until the requirements of these regulations have been met.

(d) Application Required. An application for a floodplain development permit shall be required for all development activities located wholly within, partially within, or in contact with an identified special flood hazard area. Such application shall be made by the owner of the property or his/her authorized agent, herein referred to as the applicant, prior to the actual commencement of such construction on a form furnished for that purpose. Where it is unclear whether a development site is in a special flood hazard area, the Floodplain Administrator may require an application for a floodplain development permit to determine the development's location. Such applications shall include, but not be limited to:

- (1) Site plans drawn to scale showing the nature, location, dimensions, and topography of the area in question; the location of existing or proposed structures, fill, storage of materials, drainage facilities, and the location of the foregoing.
- (2) Elevation of the existing, natural ground where structures are proposed.
- (3) Elevation of the lowest floor, including basement, of all proposed structures.
- (4) Such other material and information as may be requested by the Floodplain Administrator to determine conformance with, and provide enforcement of these regulations.
- (5) Technical analyses conducted by the appropriate design professional registered in the State of Ohio and submitted with an application for a floodplain development permit when applicable:
 - A. Floodproofing certification for non-residential floodproofed structure as required in Section 1157.04(e).
 - B. Certification that fully enclosed areas below the lowest floor of a structure not meeting the design requirements of Section 1157.04(d)(5) are designed to automatically equalize hydrostatic flood forces.
 - C. Description of any watercourse alteration or relocation that the flood carrying capacity of the watercourse will not be diminished, and maintenance assurances as required in Section 1157.04(i)(3).
 - D. A hydrologic and hydraulic analysis demonstrating that the cumulative effect of proposed development, when combined with all other existing and anticipated development will not increase the water surface elevation of the base flood by more than one foot in special flood hazard areas where the Federal Emergency Management Agency has provided base flood elevations but no floodway as required by Section

1157.04(i)(2).

- E. A hydrologic and hydraulic engineering analysis showing impact of any development on flood heights in an identified floodway as required by Section 1157.04(i)(1).
- F. Generation of base flood elevation(s) for subdivision and large-scale developments as required by Section 1157.04(c).
- G. Certification of structural design and methods of construction for VE zone construction as required by Section 1157.04 (i)(4).**
- H. Certification of breakaway wall design, when applicable, as provided in Section 1157.04 (i)(4).**

(6) A floodplain development permit application fee set by the schedule of fees adopted the City of Sandusky.

(e) Review and Approval of a Floodplain Development Permit Application.

(1) Review.

- A. After receipt of a complete application, the Floodplain Administrator shall review the application to ensure that the standards of these regulations have been met. No floodplain development permit application shall be reviewed until all information required in Section 1157.03(d) has been received by the Floodplain Administrator.
- B. The Floodplain Administrator shall review all floodplain development permit applications to assure that all necessary permits have been received from those federal, state or local governmental agencies from which prior approval is required. The applicant shall be responsible for obtaining such permits as required including permits issued by the U.S. Army Corps of Engineers under Section 10 of the Rivers and Harbors Act and Section 404 of the Clean Water Act, and the Ohio Environmental Protection Agency under Section 401 of the Clean Water Act.

(2) Approval.

Within thirty (30) days after the receipt of a complete application, the Floodplain Administrator shall either approve or disapprove the application. If an application is approved, a floodplain development permit shall be issued. All floodplain development permits shall be conditional upon the commencement of work within one (1) year. A floodplain development permit shall expire one (1) year after issuance unless the permitted activity has been substantially begun and is thereafter pursued to completion.

(f) Inspections. The Floodplain Administrator shall make periodic inspections at appropriate times throughout the period of construction in order to monitor compliance with permit conditions.

(g) Post-Construction Certifications Required. The following as-built

certifications are required after a floodplain development permit has been issued:

- (1) For new or substantially improved residential structures, or nonresidential structures that have been elevated, the applicant shall have a *Federal Emergency Management Agency Elevation Certificate* completed by a registered surveyor to record as-built elevation data. For elevated structures in Zone A and Zone AO areas without a base flood elevation, the elevation certificate may be completed by the property owner or owner's representative.
- (2) For all development activities subject to the standards of Section 1157.03(kj)(1), a Letter of Map Revision.

(h) Revoking a Floodplain Development Permit. A floodplain development permit shall be revocable, if among other things, the actual development activity does not conform to the terms of the application and permit granted thereon. In the event of the revocation of a permit, an appeal may be taken to the Appeals Board in accordance with Section 1157.05 of these regulations.

(i) Exemption from Filing a Development Permit. An application for a floodplain development permit shall not be required for:

- (1) Maintenance work such as roofing, painting, and basement sealing, or for small nonstructural development activities (except for filling and grading) valued at less than **\$2,500** ~~\$5,000~~.
- ~~(2) Development activities in an existing or proposed manufactured home park that are under the authority of the Ohio Department of Health and subject to the flood damage reduction provisions of the Ohio Administrative Code Section 3701.~~
- (2) The City of Sandusky is exempt from permitting itself in the instance of maintenance projects of the publicly owned shoreline. Specific projects may include revetment replacement, outfall repair/replacement, sheet piling repair/replacement, tree and vegetation removal or the installation of plantings. Emergency and catastrophic events MAY be exempted from this requirement at the discretion of the Floodplain Administrator.**
- ~~(3) Major utility facilities permitted by the Ohio Power Siting Board under Section 4906 of the Ohio Revised Code.~~
- ~~(4) Hazardous waste disposal facilities permitted by the Hazardous Waste Siting Board under Section 3734 of the Ohio Revised Code.~~
- ~~(5) Development activities undertaken by a federal agency and which are subject to Federal Executive Order 11988 - Floodplain Management.~~

Any proposed action exempt from filing for a floodplain development permit is also exempt from the standards of these regulations.

(j) Local, State and Federal Development.

- (1) Development that is funded, financed, undertaken, or preempted by state agencies shall comply with minimum NFIP criteria.**

- (2) Before awarding funding or financing or granting a license, permit, or other authorization for a development that is or is to be located within a 100-year floodplain, a state agency shall require the applicant to demonstrate to the satisfaction of the agency that the development will comply with minimum NFIP criteria and any applicable local floodplain management resolution or ordinance as required by Ohio Revised Code Section 1521.13. This includes, but is not limited to:
- A. Development activities in an existing or proposed manufactured home park that are under the authority of the Ohio Department of Commerce and subject to the flood damage reduction provisions of the Ohio Administrative Code Section 4781-12.
 - B. Major utility facilities permitted by the Ohio Power Siting Board under Section 4906 of the Ohio Revised Code.
 - C. Hazardous waste disposal facilities permitted by the Hazardous Waste Siting Board under Section 3734 of the Ohio Revised Code.
- (3) Development activities undertaken by a federal agency and which are subject to Federal Executive Order (EO) 11988 – Floodplain Management.
- A. Each federal agency has a responsibility to evaluate the potential effects of any actions it may take in a floodplain; to ensure that its planning programs and budget request reflect consideration of flood hazards and floodplain management; and to prescribe procedures to implement the policies and requirements of EO 11988.

(k) Map Maintenance Activities. To meet National Flood Insurance Program minimum requirements to have flood data reviewed and approved by FEMA, and to ensure that Sandusky's flood maps, studies and other data identified in Section 1157.01(f) accurately represent flooding conditions so appropriate floodplain management criteria are based on current data, the following map maintenance activities are identified:

- (1) Requirement to Submit New Technical Data.
- A. For all development proposals that impact floodway delineations or base flood elevations, the community shall ensure that technical data reflecting such changes be submitted to FEMA within six months of the date such information becomes available. These development proposals include:
 - 1. Floodway encroachments that increase or decrease base flood elevations or alter floodway boundaries;
 - 2. Fill sites to be used for the placement of proposed

- structures where the applicant desires to remove the site from the special flood hazard area;
3. Alteration of watercourses that result in a relocation or elimination of the special flood hazard area, including the placement of culverts; and
 4. Subdivision or large scale development proposals requiring the establishment of base flood elevations in accordance with Section 1157.04(c).
- B. It is the responsibility of the applicant to have technical data, required in accordance with Section 1157.03(j)~~(1)~~, prepared in a format required for a Conditional Letter of Map Revision or Letter of Map Revision, and submitted to FEMA. Submittal and processing fees for these map revisions shall be the responsibility of the applicant.
- C. The Floodplain Administrator shall require a Conditional Letter of Map Revision prior to the issuance of a floodplain development permit for:
1. Proposed floodway encroachments that increase the base flood elevation; and
 2. Proposed development which increases the base flood elevation by more than one foot in areas where FEMA has provided base flood elevations but no floodway.
- D. Floodplain development permits issued by the Floodplain Administrator shall be conditioned upon the applicant obtaining a Letter of Map Revision from FEMA for any development proposal subject to Section 1157.03(j)~~(1)~~(A).
- (2) Right to Submit New Technical Data.
The Floodplain Administrator may request changes to any of the information shown on an effective map that does not impact floodplain or floodway delineations or base flood elevations, such as labeling or planimetric details. Such a submission shall include appropriate supporting documentation made in writing by the City Manager of Sandusky, and may be submitted at any time.
- (3) Annexation / Detachment.
Upon occurrence, the Floodplain Administrator shall notify FEMA in writing whenever the boundaries of the City of Sandusky have been modified by annexation or the community has assumed authority over an area, or no longer has authority to adopt and enforce floodplain management regulations for a particular area. In order that the Sandusky Flood Insurance Rate Map accurately represent the City of Sandusky boundaries, include within such notification a copy of a map of the City of Sandusky suitable for reproduction, clearly showing the new corporate limits or the new area for which the City of Sandusky has assumed or relinquished floodplain management regulatory authority.

(I) Data Use and Flood Map Interpretation. The following guidelines shall apply to the use and interpretation of maps and other data showing areas of special flood hazard:

- (1) In areas where FEMA has not identified special flood hazard areas, or in FEMA identified special flood hazard areas where base flood elevation and floodway data have not been identified, the Floodplain Administrator shall review and reasonably utilize any other flood hazard data available from a federal, state, or other source.
- (2) Base flood elevations and floodway boundaries produced on FEMA flood maps and studies shall take precedence over base flood elevations and floodway boundaries by any other source that reflect a reduced floodway width and/or lower base flood elevations. Other sources of data, showing increased base flood elevations and/or larger floodway areas than are shown on FEMA flood maps and studies, shall be reasonably used by the Floodplain Administrator.
- ~~(3) When Preliminary Flood Insurance Rate Maps and / or Flood Insurance Study have been provided by FEMA:
 - A. ~~Upon the issuance of a Letter of Final Determination by the FEMA, the preliminary flood hazard data shall be used and replace all previously existing flood hazard data provided from FEMA for the purposes of administering these regulations.~~
 - B. ~~Prior to the issuance of a Letter of Final Determination by FEMA, the use of preliminary flood hazard data shall only be required where no base flood elevations and /or floodway areas exist or where the preliminary base flood elevations or floodway area exceed the base flood elevations and/or floodway widths in existing flood hazard data provided from FEMA. Such preliminary data may be subject to change and / or appeal to FEMA.~~~~
- (3) The Floodplain Administrator shall make interpretations, where needed, as to the exact location of the flood boundaries and areas of special flood hazard. A person contesting the determination of the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in Section 1157.05, Appeals and Variances.
- (4) **Where an existing or proposed structure or other development is affected by multiple flood zones, by multiple base flood elevations, or both, the development activity must comply with the provisions of this ordinance applicable to the most restrictive flood zone and the highest base flood elevation affecting any part of the existing or proposed structure; or for other developments, affecting any part of the area of the development.**
- ~~(5) Where a map boundary showing an area of special flood hazard and field elevations disagree, the base flood elevations or flood~~

~~protection elevations (as found on an elevation profile, floodway data table, established high water marks, etc.) shall prevail.~~

(m) Use of Preliminary Flood Insurance Rate Map and/or Flood Insurance Study Data.

(1) Zone A:

A. Within Zone A areas designated on an effective FIRM, data from the preliminary FIRM and/or FIS shall reasonably utilized as best available data.

B. When all appeals have been resolved and a notice of final food elevation determination has been provided in a Letter of Final Determination (LFD), BFE and floodway data from the preliminary FIRM and/or FIS shall be used for regulating development.

(2) Zones AE, A1-30, AH, AO, VE, and V1-30:

A. BFE and floodway data from a preliminary FIS or FIRM restudy are not required to be used in lieu of BFE and floodway data contained in an existing effective FIS and FIRM. However,

1. Where BFEs increase in a restudied area, communities have the responsibility to ensure that new or substantially improved structures are protected. Communities are encouraged to reasonably utilize preliminary FIS or FIRM data in instances where BFEs increase and floodways are revised to ensure that the health, safety, and property of their citizens are protected.

2. Where BFEs decrease, preliminary FIS or FIRM data should not be used to regulate floodplain development until the LFD has been issued or until all appeals have been resolved.

B. If a preliminary FIRM or FIS has designated floodways where none had previously existed, communities should reasonably utilize this data in lieu of applying the encroachment performance standard of Section 1157.04(i)(2) since the data in the draft or preliminary FIS represents the best data available.

(3) Zones B, C, and X:

A. Use of BFE and floodway data from a preliminary FIRM or FIS are not required for areas designated as Zone B, C, or X on the effective FIRM which are being revised to Zone AE, A1-30, AH, AO, VE, or V1-30. Communities are encouraged to reasonably utilize preliminary FIS or FIRM data to ensure that the health, safety, and property of their citizens are protected.

(n) Substantial Damage Determinations. Damages to structures may result from a variety of causes including flood, tornado, wind, heavy snow, fire, *etc.* After such a damage event, the Floodplain Administrator shall:

- (1) Determine whether damaged structures are located in special flood hazard areas;
- (2) Conduct substantial damage determinations for damaged structures located in special flood hazard areas; and
- (3) Make reasonable attempt to notify owners of substantially damaged structures of the need to obtain a floodplain development permit prior to repair, rehabilitation, or reconstruction.

Additionally, the Floodplain Administrator may implement other measures to assist with the substantial damage determination and subsequent repair process. These measures include issuing press releases, public service announcements, and other public information materials related to the floodplain development permits and repair of damaged structures; coordinating with other federal, state, and local agencies to assist with substantial damage determinations; providing owners of damaged structures materials and other information related to the proper repair of damaged structures in special flood hazard areas; and assist owners of substantially damaged structures with Increased Cost of Compliance insurance claims.

~~{Ord. 08-064. Passed 7-28-08.}~~

1157.04 USE AND DEVELOPMENT STANDARDS FOR FLOOD HAZARD REDUCTION.

The following use and development standards apply to development wholly within, partially within, or in contact with any special flood hazard area as established in Section 1157.01(f) or 1157.03(k):

(a) Use Regulations.

(1) Permitted Uses. All uses not otherwise prohibited in this section or any other applicable land use regulation adopted by City of Sandusky are allowed provided they meet the provisions of these regulations.

~~(2) Prohibited Uses.~~

~~A. Private water supply systems in all special flood hazard areas identified by FEMA, permitted under Section 3701 of the Ohio Revised Code.~~

~~B. Infectious waste treatment facilities in all special flood hazard areas, permitted under Section 3734 of the Ohio Revised Code.~~

(b) Water and Wastewater Systems. The following standards apply to all

water supply, sanitary sewerage and waste disposal systems not otherwise regulated by the Ohio Revised Code:

- (1) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems;
- (2) New and replacement sanitary sewerage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharge from the systems into flood waters; and,
- (3) On-site waste disposal systems shall be located to avoid impairment to or contamination from them during flooding.

(c) Subdivisions and Large Developments.

- (1) All subdivision proposals shall be consistent with the need to minimize flood damage and are subject to all applicable standards in these regulations;
- (2) All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage;
- (3) All subdivision proposals shall have adequate drainage provided to reduce exposure to flood damage; and
- (4) In all areas of special flood hazard where base flood elevation data are not available, the applicant shall provide a hydrologic and hydraulic engineering analysis that generates base flood elevations for all subdivision proposals and other proposed developments containing at least 50 lots or 5 acres, whichever is less.
- (5) The applicant shall meet the requirement to submit technical data to FEMA in Section 1157.03(kj)(1)(A)(4) when a hydrologic and hydraulic analysis is completed that generates base flood elevations as required by Section 1157.04(c)(4)(A).

(d) Residential Structures. **The requirements of this Section apply to new construction of residential structures and to substantial improvements of residential structures in zones A, A1-30, AE, AO, and AH, when designated on the community's effective FIRM, and when designated on a preliminary or final FIRM issued by FEMA under the circumstances provided in Section 1157.03 (l).**

- (1) New construction and substantial improvements shall be anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy. Where a structure, including its foundation members, is elevated on fill to or above the base flood elevation, the requirements for anchoring (4.4(A)) and construction materials resistant to flood damage (4.4(B)) are satisfied.
- (2) New construction and substantial improvements shall be constructed with methods and materials resistant to flood damage.
- (3) New construction and substantial improvements shall be constructed with electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities that are designed and/or elevated so as to prevent water from entering or accumulating within the components during conditions of flooding.

- (4) New construction and substantial improvement of any residential structure, including manufactured homes, shall have the lowest floor, including basement, elevated to or above the flood protection elevation. **In zone AO areas, ~~where~~** where no flood protection elevation data exists, the structure shall have the lowest floor, including basement, elevated at least two **(2)** feet above the highest adjacent natural grade.
- (5) New construction and substantial improvements, including manufactured homes, that do not have basements and that are elevated to the flood protection elevation using pilings, columns, posts, or solid foundation perimeter walls with openings sufficient to allow unimpeded movement of flood waters may have an enclosure below the lowest floor provided the enclosure meets the following standards:
 - A. Be used only for the parking of vehicles, building access, or storage; and
 - B. be designed and certified by a registered professional engineer or architect to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters; or
 - C. have a minimum of two openings on different walls having a total net area not less than one square inch for every square foot of enclosed area, and the bottom of all such openings being no higher than one foot above grade. The openings may be equipped with screens, louvers, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.
- (6) Manufactured homes shall be affixed to a permanent foundation and anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors.
- (7) Repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and is the minimum necessary to preserve the historic character and design of the structure, shall be exempt from the development standards of Section 1157.04(d).
- (8) In AO or AH Zones, new construction and substantial improvement shall have adequate drainage paths around structures on slopes to guide floodwaters around and away from the structure.
 - (e) Nonresidential Structures. **The requirements of this Section apply to new construction and to substantial improvements of nonresidential structures in zones A, A1-30, AE, AO, and AH, when designated on the community's effective FIRM, and when designated on a preliminary or final FIRM issued by FEMA under the circumstances provided in Section 1157.03 (l).**

- (1) New construction and substantial improvement of any commercial, industrial or other nonresidential structure shall meet the requirements of Section 1157.04(d)(1-3 and 5-8).
- (2) New construction and substantial improvement of any commercial, industrial or other non-residential structure shall either have the lowest floor, including basement, elevated to or above the level of the flood protection elevation; or, together with attendant utility and sanitary facilities, shall meet all of the following standards:
 - A. Be dry floodproofed so that the structure is watertight with walls substantially impermeable to the passage of water to the level of the flood protection elevation;
 - B. Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy; and,
 - C. Be certified by a registered professional engineer or architect, through the use of a *Federal Emergency Management Agency Floodproofing Certificate*, that the design and methods of construction are in accordance with Section 1157.04(e)(2)(A) and (B).
- (3) **In zone AO areas, ~~W~~where no flood protection elevation data exists, the structure shall have the lowest floor, including basement, elevated at least two (2) feet above the highest adjacent natural grade.**

(f) Accessory Structures. **Structures that are 600 square feet or less which are used for parking and storage only are exempt from elevation or dry floodproofing standards within zones A, A1-30, AE, AO, and AH designated on the community's FIRM. Relief to the elevation or dry floodproofing standards may be granted for accessory structures containing no more than 600 square feet.** ~~Such structures must meet the following standards:~~

- (1) They shall not be used for human habitation;
- (2) They shall be constructed of flood resistant materials;
- (3) They shall be constructed and placed on the lot to offer the minimum resistance to the flow of floodwaters;
- (4) They shall be firmly anchored to prevent flotation;
- (5) Service facilities such as electrical and heating equipment shall be elevated or floodproofed to or above the level of the flood protection elevation; and
- (6) They shall meet the opening requirements of Section 1157.04(d);

(g) Recreational Vehicles. ~~Recreational vehicles must meet at least one of the following standards:~~ **Recreational vehicles on sites within zones A, A1-A30, AE, AO, or AH must meet at least one of the following standards:**

- (1) They shall not be located on sites in special flood hazard areas for more than 180 days, or
- (2) They must be fully licensed and ready for highway use, or
- (3) They must meet all standards of Section 1157.04(d)~~(5)(C)~~.

(h) Gas or Liquid Storage Tanks.

- (1) Within zone A, A1-A30, AE, AO, or AH, new or substantially improved above ground gas or liquid storage tanks shall be anchored to prevent flotation or lateral movement resulting from hydrodynamic and hydrostatic loads.
- (2) In zones V or VE, new or substantially improved above ground gas or liquid storage tanks shall be elevated with the bottom of the lowest horizontal supporting member above BFE on the landward side of buildings.
- (3) In zones V or VE, new or substantially improved underground gas or liquid storage tanks must be installed below the lowest eroded ground elevation.

~~(h) Above Ground Gas or Liquid Storage Tanks. All above ground gas or liquid storage tanks shall be anchored to prevent flotation or lateral movement resulting from hydrodynamic and hydrostatic loads.~~

(i) Assurance of Flood Carrying Capacity. Pursuant to the purpose and methods of reducing flood damage stated in these regulations, the following additional standards are adopted to assure that the reduction of the flood carrying capacity of watercourses is minimized:

- (1) Development in Floodways,
 - A. In floodway areas, development shall cause no increase in flood levels during the occurrence of the base flood discharge. Prior to issuance of a floodplain development permit, the applicant must submit a hydrologic and hydraulic analysis, conducted by a registered professional engineer, demonstrating that the proposed development would not result in any increase in the base flood elevation; or
 - B. Development in floodway areas causing increases in the base flood elevation may be permitted provided all of the following are completed by the applicant:
 1. Meet the requirements to submit technical data in Section 1157.03(kj)(1);
 2. An evaluation of alternatives, which would not result in increased base flood elevations and an explanation why these alternatives are not feasible;
 3. Certification that no structures are located in areas that would be impacted by the increased base flood elevation;
 4. Documentation of individual legal notices to all impacted property owners within and outside the community, explaining the impact of the proposed action on their property; and
 5. Concurrence of the City Manager of Sandusky and the Chief Executive Officer of any other communities

impacted by the proposed actions.

- (2) Development in Riverine Areas with Base Flood Elevations but No Floodways.
- A. In riverine special flood hazard areas identified by FEMA where base flood elevation data are provided but no floodways have been designated, the cumulative effect of any proposed development, when combined with all other existing and anticipated development, shall not increase the base flood elevation more than 1.0 (one) foot at any point. Prior to issuance of a floodplain development permit, the applicant must submit a hydrologic and hydraulic analysis, conducted by a registered professional engineer, demonstrating that this standard has been met; or,
 - B. Development in riverine special flood hazard areas identified by FEMA where base flood elevation data are provided but no floodways have been designated causing more than one foot increase in the base flood elevation may be permitted provided all of the following are completed by the applicant:
 - 1. An evaluation of alternatives which would result in an increase of one foot or less of the base flood elevation and an explanation why these alternatives are not feasible;
 - 2. Section 1157.04(i)(1)(B)~~(1 and 3,4,5)~~.
- (3) Alterations of a Watercourse. For the purpose of these regulations, a watercourse is altered when any change occurs within its banks. The extent of the banks shall be established by a field determination of the "bankfull stage." The field determination of "bankfull stage" shall be based on methods presented in Chapter 7 of the *USDA Forest Service General Technical Report RM-245, Stream Channel Reference Sites: An Illustrated Guide to Field Technique* or other applicable publication available from a Federal, State, or other authoritative source. For all proposed developments that alter a watercourse, the following standards apply:
- A. The bankfull flood carrying capacity of the altered or relocated portion of the watercourse shall not be diminished. Prior to the issuance of a floodplain development permit, the applicant must submit a description of the extent to which any watercourse will be altered or relocated as a result of the proposed development, and certification by a registered professional engineer that the bankfull flood carrying capacity of the watercourse will not be diminished.
 - B. Adjacent communities, the U.S. Army Corps of Engineers, and the Ohio Department of Natural Resources, Division of Water, must be notified prior to any alteration or relocation of a watercourse. Evidence of such notification must be submitted to the Federal Emergency Management Agency.
 - C. The applicant shall be responsible for providing the necessary

maintenance for the altered or relocated portion of said watercourse so that the flood carrying capacity will not be diminished. The Floodplain Administrator may require the permit holder to enter into an agreement with City of Sandusky specifying the maintenance responsibilities. If an agreement is required, it shall be made a condition of the floodplain development permit.

- D. The applicant shall meet the requirements to submit technical data in Section 1157.03(kj)(1)(A)(3) when an alteration of a watercourse results in the relocation or elimination of the special flood hazard area, including the placement of culverts.

(4) Development Standards for Coastal High Hazard Areas [and MoWA Areas]. The requirements of Section 1157.03 (k) apply to development in coastal high hazard areas designated zone V or VE on the community's effective FIRM [and when designated on a preliminary or final FIRM issued by FEMA under the circumstances provided in Section 1157.03(k)]. *[OPTIONAL: The requirements of Section 1157.03 (k) also apply to development in Moderate Wave Action areas, within zone AE between a Limit of Moderate Wave Action and the landward limit of zone V or VE designated on the community's effective FIRM, or between a Limit of Moderate Wave Action and the offshore limit of the community's jurisdiction where zone V or VE is not designated on the community's effective FIRM.]*

- A. All new construction and substantial improvements shall be elevated on pilings or columns that may be armored as necessary to withstand Lake Erie ice forces so that:
1. The bottom of the lowest horizontal structural member supporting the lowest floor (excluding the pilings or columns) is elevated to or above the flood protection elevation, and
 2. The pile or column foundation and structure attached thereto is anchored to resist flotation, collapse and lateral movement due to the effects of wind and water loads acting simultaneously on all building components.
 - a. Water loading values shall be those associated with the base flood.
 - b. Wind loading values shall be those defined according to American Society of Civil Engineers 7-13 *Minimum design loads and associated criteria for buildings and other structures*, or current version adopted by Ohio Board of Building Standards.
 - c. A registered professional engineer or architect shall develop or review the structural design,

specifications and plans for the construction, and shall certify that the design and methods of construction to be used are in accordance with accepted standards of practice for meeting the provisions of Section 1157.03 (k)(1) (A).

- B.** All new construction and substantial improvements shall have the space below the lowest floor either free of obstruction or constructed with non-supporting breakaway walls, open wood lattice-work, or insect screening intended to collapse without causing collapse, displacement, or other structural damage to the elevated portion of the building or supporting foundation system.
- 1.** For the purpose of Section 1157.03 (k)(1)(A), a breakaway wall shall have a design safe loading resistance of not less than 10 and no more than 20 pounds per square foot.
 - 2.** Use of breakaway walls which exceed a design safe loading resistance of 20 pounds per square foot (either by design or where so required by local or state codes) may be permitted only if a registered professional engineer or architect certifies that the designs proposed meet all of the following conditions:
 - a.** Breakaway wall collapse shall result from a water load less than that which would occur during the base flood; and
 - b.** The elevated portion of the building and supporting foundation system shall not be subject to collapse, displacement, or other structural damage due to the effects of wind and water loads acting simultaneously on all building components (structural and non-structural). Water loading values shall be those associated with the base flood. Wind loading values shall be those defined according to American Society of Civil Engineers 7-16 *Minimum design loads and associated criteria for buildings and other structures*, or equivalent standard.
 - 3.** All space enclosed by breakaway walls, open wood lattice-work, or insect screening below the lowest floor shall be used solely for parking of vehicles, building access, or storage.
- C.** The use of fill or redistributed existing fill, placed after the initial identification of Zones V, VE or V1-30 on the community's FIRM, for structural support of buildings is prohibited.
- D.** Alteration of sand dunes that will increase potential flood damage is prohibited.

- E. Placement or substantial improvement of manufactured homes must comply with Section 1157.04 (d).
- F. Recreational vehicles must either:
 - 1. Be on site for fewer than 180 consecutive days;
 - 2. Be fully licensed and ready for highway use; or
 - 3. Comply with Section 1157.04 (d).

~~(Ord. 08-064. Passed 7-28-08.)~~

1157.05 APPEALS AND VARIANCES.

(a) Appeals Board Established.

- (1) The City of Sandusky Board of Zoning Appeals established under Chapter 1111 of the Codified Ordinances of the City of Sandusky is hereby appointed to serve as the Appeals Board for these regulations.
- (2) Records of the Appeals Board shall be maintained by the Clerk of the Board of Zoning Appeals. A copy of the records of any appeal regarding this Chapter 1157 shall also be maintained in the Office of the Floodplain Administrator.

(b) Powers and Duties.

- (1) The Appeals Board shall hear and decide appeals where it is alleged there is an error in any order, requirement, decision or determination made by the Floodplain Administrator in the administration or enforcement of these regulations.
- (2) Authorize variances in accordance with Section 1157.05(d) of these regulations.

(c) Appeal From Any Notice and Order, or Other Official Action of the Floodplain Administrator.

- (1) Any person adversely affected by any notice, order or other official action of the Floodplain Administrator may request a hearing on the matter before the Appeals Board provided that such person shall file, within 21 days of the date of such notice and order, or other official action, a brief statement of the grounds for such hearing or for the mitigation of any item appearing on any order of the Floodplain Administrator's decision. Such appeal shall be in writing, signed by the applicant, and be filed with the Floodplain Administrator. Upon receipt of the appeal, the Floodplain Administrator shall transmit a report including any and all necessary pertinent information on which the Floodplain Administrator's decision was made to the Clerk of the Appeals Board.
- (2) Upon receipt of the notice of appeal, the Appeals Board shall fix a reasonable time for the appeal hearing, give notice in writing to parties in interest, and decide the appeal within a reasonable time after the hearing.

(d) Variances. Any person believing that the use and development standards of these regulations would result in unnecessary hardship may file an application

for a variance. The Appeals Board shall have the power to authorize, in specific cases, such variances from the standards of these regulations, not inconsistent with Federal regulations, as will not be contrary to the public interest where, owing to special conditions of the lot or parcel, a literal enforcement of the provisions of these regulations would result in unnecessary hardship.

(1) Application for a Variance.

- A. Any owner, or agent thereof, of property for which a variance is sought shall make an application for a variance by filing it with the Floodplain Administrator, who upon receipt of the application for a variance shall transmit it to the Clerk of the Appeals Board.
- B. Such application at a minimum shall contain the following information: Name, address, and telephone number of the applicant; legal description of the property; parcel map; description of the existing use; description of the proposed use; location of the floodplain; description of the variance sought; and reason for the variance request.
- C. **Applications seeking a variance from the Flood Protection Elevation shall include a specific height (in feet) for the requested variance from the standard Flood Protection Elevation.**
- €D. All applications for variance shall be accompanied by a variance application fee set in the schedule of fees adopted by the City of Sandusky.

(2) Public Hearing for a Variance. At such hearing the applicant shall present such statements and evidence as the Appeals Board requires. In considering such variance applications, the Appeals Board shall consider and make findings of fact on all evaluations, all relevant factors, standards specified in other sections of these regulations and the following factors:

- A. The danger that materials may be swept onto other lands to the injury of others.
- B. The danger to life and property due to flooding or erosion damage.
- C. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner.
- D. The importance of the services provided by the proposed facility to the community.
- E. The availability of alternative locations for the proposed use that are not subject to flooding or erosion damage.
- F. The necessity to the facility of a waterfront location, where applicable.
- G. The compatibility of the proposed use with existing and anticipated development.
- H. The relationship of the proposed use to the comprehensive plan and floodplain management program for that area.
- I. The safety of access to the property in times of flood for

ordinary and emergency vehicles.

- J. The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site.
- K. The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, and streets and bridges.

Variances shall only be issued upon:

- AL.** A showing of good and sufficient cause.
- BM.** A determination that failure to grant the variance would result in exceptional hardship due to the physical characteristics of the property. Increased cost or inconvenience of meeting the requirements of these regulations does not constitute an exceptional hardship to the applicant.
- EN.** A determination that the granting of a variance will not result in increased flood heights beyond that which is allowed in these regulations; additional threats to public safety; extraordinary public expense, nuisances, fraud on or victimization of the public, or conflict with existing local laws.
- EO.** A determination that the structure or other development is protected by methods to minimize flood damages.
- EP.** A determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

Upon consideration of the above factors and the purposes of these regulations, the Appeals Board may attach such conditions to the granting of variances, as it deems necessary to further the purposes of these regulations.

(3) Other Conditions for Variances.

- A. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.
- B. Generally, variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing items in Section ~~5.4(B)(1) to (11)~~ **1157.05(d)(2)(A) to (K)** have been fully considered. As the lot size increases beyond one-half acre, the technical justification required for issuing the variance increases.
- C. Any applicant to whom a variance is granted shall be given written notice that the structure will be permitted to be built with a lowest floor elevation below the base flood elevation and the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.

(e) Appeal to the Court. Those aggrieved by the decision of the Appeals

Board may appeal such decision to the Erie County Court of Common Pleas, as provided in Chapter 2506 of the Ohio Revised Code.

~~(Ord. 08-064. Passed 7-28-08.)~~

1157.06 ENFORCEMENT.

(a) Compliance Required.

- (1) No structure or land shall hereafter be located, erected, constructed, reconstructed, repaired, extended, converted, enlarged or altered without full compliance with the terms of these regulations and all other applicable regulations which apply to uses within the jurisdiction of these regulations, unless specifically exempted from filing for a development permit as stated in Section 1157.03(i).
- (2) Failure to obtain a floodplain development permit shall be a violation of these regulations and shall be punishable in accordance with Section 1157.06(c).
- (3) Floodplain development permits issued on the basis of plans and applications approved by the Floodplain Administrator authorize only the use, and arrangement, set forth in such approved plans and applications or amendments thereto. Use, arrangement, or construction contrary to that authorized shall be deemed a violation of these regulations and punishable in accordance with Section 1157.06(c).

(b) Notice of Violation.

Whenever the Floodplain Administrator determines that there has been a violation of any provision of these regulations, he or she shall give notice of such violation to the person responsible therefore and order compliance with these regulations as hereinafter provided. Such notice and order shall:

- (1) Be put in writing on an appropriate form;
- (2) Include a list of violations, referring to the section or sections of these regulations that have been violated, and order remedial action, which, if taken, will effect compliance with the provisions of these regulations;
- (3) Specify a reasonable time for performance;
- (4) Advise the owner, operator, or occupant of the right to appeal;
- (5) Be served on the owner, occupant, or agent in person. However, this notice and order shall be deemed to be properly served upon the owner, occupant, or agent if a copy thereof is sent by registered or certified mail to the person's last known mailing address, residence, or place of business, and/or a copy is posted in a conspicuous place in or on the dwelling affected.

(c) Violations and Penalties.

Violation of the provisions of these regulations or failure to comply with any of its requirements shall be deemed to be a strict liability offense, and shall constitute a first degree misdemeanor. Any person who violates these regulations or fails to comply with any of its requirements shall upon conviction thereof be fined or imprisoned as provided by the laws of the City of Sandusky. Each day such violation continues shall be considered a

separate offense. Nothing herein contained shall prevent the City of Sandusky from taking such other lawful action as is necessary to prevent or remedy any violation. The City of Sandusky shall prosecute any violation of these regulations in accordance with the penalties stated herein.

~~(Ord. 08-064. Passed 7-28-08.)~~

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

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

Section 4. That for the reasons set forth in the preamble hereto, this Ordinance shall take effect at the earliest time allowed by Law.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed:



DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: October 13, 2021

Subject: Commission Agenda Item – Emergency Purchase of Sodium Permanganate at the Big Island Water Works

ITEM FOR CONSIDERATION: Legislation ratifying the emergency purchase of liquid sodium permanganate from Bonded Chemicals, Inc. of Columbus, Ohio, for Big Island Water Works (BIWW) plant.

BACKGROUND INFORMATION: Per ordinance 20-163, the City entered into an agreement with Thatcher Company of New York, Inc. of Bedford, Georgia (Thatcher) to provide up to 12,000 gallons of liquid sodium permanganate. It was determined during the bid evaluation process that Thatcher was the lowest and best bidder. The superintendent of BIWW called to order the first tank of material in August for delivery within 10 days, which is normal advanced notice. Thatcher notified the City that the product would not arrive for several months at the earliest because it was being shipped from China where it is manufactured. Since the material is critical to operations and the current quantity would likely not last that long, the superintendent immediately reached out to the other three vendors that submitted bids as part of the 2021 procurement process. Two of those vendors were in the same predicament as Thatcher in that their supply of sodium permanganate was to be shipped from China. Bonded Chemicals, Inc. (Bonded) was the only supplier that could procure and transport the desired quantity because they purchase directly from a producer within the United States of America. Bonded mentioned that many water treatment plants are in a similar situation as Sandusky, and they are working with everyone to see if they can prioritize and meet schedules. The City Manager and City Commission President was notified and an order was placed on August 19, 2021 with Bonded for 35,220 pounds and was delivered on September 24, 2021. There were no violations since BIWW staff showed great resourcefulness to ensure that the existing material would be sufficient to get through September.

No sodium permanganate will be purchased in 2021 from Thatcher and chemical bids will be evaluated under the next contract for 2022 to prioritize suppliers that will be able to supply materials from within the US borders.

BUDGETARY INFORMATION: The cost of \$36,981.00 to procure 35,220 pounds of sodium permanganate (NaMnO_4) would be paid with funds from the Big Island Water Works Plant's operating budget. Although \$76,992 (12,000 gallons) was approved via ordinance 20-163, this will be the only purchase of this material during the current budget cycle. Therefore, the net savings in 2021 for this material will be \$40,011.00.

ACTION REQUESTED: It is recommended that legislation be approved ratifying the emergency purchase of 35,220 pounds of sodium permanganate from Bonded Chemical, Inc., of Columbus, Ohio, for Big Island Water Works (BIWW) Plant in the amount of \$36,981.00. It is further recommended that this legislation be approved under suspension of the rules and in accordance with Section 14 of the City Charter to allow for purchase of material and prompt payment once the invoice is received.

I concur with this recommendation:

Eric Wobser
City Manager

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



**Bonded
Chemicals
Inc.**

2645 CHARTER STREET
COLUMBUS, OH 43228

Phone: 614/777-9240
Fax: 614/777-9244

Invoice Date	Invoice Number
9/24/21	3171423
Due Date	Order Number
10/24/21	3166181

INVOICE

Sold To:

CITY OF SANDUSKY +
240 COLUMBUS AVENUE
ATTN: ACCOUNTS PAYABLE
SANDUSKY, OH 44870
USA

Ship To:

CITY OF SANDUSKY +
BIG ISLAND WATER WORKS
2425 FIRST STREET
SANDUSKY, OH 44870
USA

Ship Date	Ship Via	Freight Terms	Payment Terms		
9/24/21	VENDOR TRUCK		NET 30 DAYS		
Purchase Order Number	Sales Agent	Order Date	Customer Number		
VERBAL	MUNICIPAL-BCI	8/19/21	3SANCIT		
QTY Shipped	Packaging	Total Quantity	Product	Unit Price	Amount
35220	1 LB BULK	35220. LB	SODIUM PERMANGANATE SOLUTION - CARU	1.0500 / LB	36,981.00
Merchandise SubTotal					36,981.00
1 LB BULK 35220 @ MEM					0.00
Total Invoice					36,981.00

Will R. R.

Thank you for your order!

Please Remit Payment To: **BONDED CHEMICALS, INC. · 1125 Solutions Center Chicago, IL 60677-1001**

Conditions of Sale:
Containers charged hereon are a part of this invoice, not subject to discount, and must be paid for in full as invoiced.
If containers are returned within 120 days, in good order, full return charges prepaid, credit will be issued at the price as charged, otherwise at a reduced value.

BONDED CHEMICALS, INC. (Seller) represents that with respect to the production of the articles covered by this invoice, it has fully complied with the provisions of the Fair Labor Standards Act of 1938, as amended. Balances over 30 days are subject to a 1.5% service charge (18% per annum.)
PLEASE SEE ADDITIONAL TERMS AND CONDITIONS

CERTIFICATE OF FUNDS

In the Matter of: BIWW Chemicals- Sodium Permanganate (NaMnO4)

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

Account # 612-5230-54000

By: 

Michelle Reeder

Finance Director

Dated: 10/18/2021

ORDINANCE NO. _____

AN ORDINANCE RATIFYING THE EMERGENCY PURCHASE OF 35,220 POUNDS, MORE OR LESS OF LIQUID SODIUM PERMANGANATE FROM BONDED CHEMICALS, INC. OF COLUMBUS, OHIO, FOR USE AT THE BIG ISLAND WATER WORKS PLANT; AUTHORIZING AND DIRECTING THE CITY MANAGER AND/OR FINANCE DIRECTOR TO EXPEND FUNDS TO BONDED CHEMICALS, INC. OF COLUMBUS, OHIO, IN THE AMOUNT OF \$36,981.00; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City Commission authorized the purchase of 12,000 gallons, more or less, of Liquid Sodium Permanganate from Thatcher Company of New York Inc. of Bedford Georgia, for use at the Big Island Water Works Plant for the Calendar Year 2021 by Ordinance No. 20-163, passed on November 23, 2020; and

WHEREAS, in August, the first order of Liquid Sodium Permanganate was placed for delivery within ten (10) days, which is the normal advanced notice, and the City was notified that the chemical would not arrive for several months at the earliest due to being shipped overseas where it is manufactured; and

WHEREAS, since the chemical is critical to operations and the current quantity would likely not last that long, the BIWW Superintendent immediately reached out to the other three (3) vendors that submitted bids as part of the 2021 procurement process and only Bonded Chemicals, Inc. could supply and transport the desired quantity as they purchase directly from a producer within the United States; and

WHEREAS, the City Manager and City Commission President was notified of the situation and an order was placed with Bonded Chemicals, Inc. on August 19, 2021, for 35,220 pounds which was delivered on September 24, 2021; and

WHEREAS, the total cost for the 35,220 pounds of Liquid Sodium Permanganate is \$36,981.00 and will be paid with funds from the Big Island Water Works Plant's operating budget; 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 continued treatment of lake water at the Big Island Water Works plant; and

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

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

Section 1. This City Commission approves and ratifies the emergency purchase of Thirty Five Thousand Two Hundred Twenty (35,220) pounds, more or

less, of Liquid Sodium Permanganate from Bonded Chemicals, Inc., of Columbus, Ohio, for use at the Big Island Water Works Plant at \$1.05 per pound and authorizes and directs the City Manager and/or Finance Director to expend funds to Bonded Chemicals, Inc., of Columbus, Ohio, at an amount **not to exceed** Thirty Six Thousand Nine Hundred Eighty One and 00/100 Dollars (\$36,981.00).

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: October 25, 2021



RECREATION

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

To: Eric Wobser, City Manager
From: Jason Werling, Recreation Superintendent
Date: October 15, 2021
Subject: Commission Agenda Item

ITEM FOR CONSIDERATION: Legislation to enter into a host venue agreement with World Triathlon Corporation and Lake Erie Shores & Islands during the years 2022, 2023 and 2024.

BACKGROUND INFORMATION: The IRONMAN 70.3 approached Lake Erie Shores & Islands regarding a change of venue for the event that has called Delaware, Ohio home for the past six years.

The event draws 2,000 to 2,500 athletes plus thousands of spectators and the event includes a 1.2 mile swim, a 56-mile bike and 13.1 mile run. The Sunday event will start and finish at the Jackson Street Pier on July 24 in 2022, July 23 in 2023 and July 21 in 2024. This will be the only IRONMAN event in Ohio over those three years.

IRONMAN 70.3 Sandusky Ohio will showcase the city's waterfront including the pier, Sandusky Bay Pathway, Shelby Street Boat Launch and help support the many businesses throughout the city and Erie County.

BUDGETARY INFORMATION: The total host fee of \$75,000 is paid over three years at \$25,000 per year and will be paid out of Recreation or Capital Funds.

ACTION REQUESTED: It is requested that the proper legislation be prepared approving the host venue agreement to welcome the IRONMAN 70.3 Sandusky Ohio event in 2022 for the next three years. It is further requested that the legislation to be passed under suspension of the rules in full accordance with section 14 of the City Charter to allow the planning and registration for the event to begin as soon as possible.

I concur with this recommendation:

Approved:

Jason Werling
Recreation Superintendent

Eric Wobser
City Manager



IRONMAN®

IRONMAN®

IRONMAN Brand Video

THE BRAND

PREMIUM. COMPETITIVE. EXCLUSIVE. BE PART OF THE JOURNEY TO PROVE *ANYTHING IS POSSIBLE.*[®]



What started as a single race in 1978 and quickly became a phenomenon, has evolved into the flagship brand of a now global portfolio of world class endurance events. That portfolio has grown from one original IRONMAN[®] event with fifteen participants to more than one million athletes participating across our brands every year.

IRONMAN[®] could very well be your next signature event.

World Triathlon Corporation seeks a new destination to host an IRONMAN event. A fixture on the worldwide endurance calendar, each IRONMAN event draws approximately 2,500 athletes, plus thousands more spectators. All while generating millions in direct economic impact to its host community each year.

OUR MISSION:



GREAT RACES

IRONMAN seeks to organize the best races in the world.

IRONMAN events capture the imagination of people around the world. We strive to produce races that athletes are proud to have completed and to create experiences they never stop talking about. Our races are the most prestigious in every sector that we participate.



IRONMAN® OVERVIEW

COMPANY HISTORY

BACKGROUND

On February 18, 1978, 15 competitors came to the shores of Waikiki, Hawai'i to take on the first-ever IRONMAN challenge. It was an idea hatched by John Collins, a Naval Officer stationed in Hawai'i, and his wife Judy during a swim club gathering. Collins' proposal was a friendly test of fitness combining the three toughest endurance races on Oahu into one race: The 2.4-mile Waikiki Rough-water Swim, the 112-miles Around-Oahu Bike Race, followed by a 26.2-mile run on the Honolulu Marathon course.

That first race would set the stage for what IRONMAN would become: the most-challenging single-day sporting event in the world, and a brand symbolizing the belief that "Anything is Possible." IRONMAN now operates 40 IRONMAN races, 106 IRONMAN 70.3 races, and numerous short-course triathlons and multisport festivals.

IRONMAN has become one of the world's strongest brands, renowned for the passion and engagement of its athletes. IRONMAN athletes from around the world embrace challenges and celebrate leading healthy and goal-oriented lifestyles.

IRONMAN has expanded its focus beyond triathlon, purchasing running, cycling, and mountain biking events around the world. Over the past few years, the ASB Auckland Marathon, the Standard Chartered Singapore Marathon, and a number of other independent running events joined our family of races. In 2016, the purchase of the Lagardere endurance event portfolio brought the UCI VELOTHON Majors road cycling series, the Bordeaux Marathon, and the Queenstown and Hawkes Bay International Marathons into the fold.

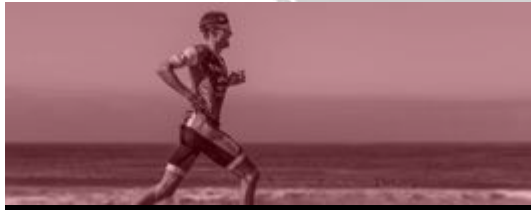
In 2017, IRONMAN acquired Competitor Group Holding (CGI), owners of the signature Rock 'n' Roll Marathon Series. CGI's more than 30 events host over 600,000 athletes each year. Since the debut of the first Rock 'n' Roll Marathon in 1998, CGI has continued to expand throughout the United States, the UK, and China. Their events have innovated the running industry with their musically infused block-party atmosphere. Also this year, the Dalian Wanda Group began a 10-year partnership with the Abbott World Marathon Majors, an association of the organizers of the world's greatest running races in the world's greatest cities.

IRONMAN expanded into mountain biking acquiring the highly regarded Cape Epic mountain bike race in South Africa and a number of other prominent mountain bike stage races around the world.

With 235 events in our portfolio of brands, IRONMAN's family of events now provide the benefits of endurance sports to more than one million participants across 50 countries annually.



IRONMAN®



TRIATHLON

IRONMAN

IRONMAN 70.3

ITU
WORLD TRIATHLON
SERIES

NORCA
TRIATHLON
MULTI SPORT FESTIVAL

5i50
Triathlon Series



RUNNING

Rock n' Roll
MARATHON SERIES®

Standard Chartered
Singapore Marathon
2018

AIR NEW ZEALAND
Queenstown
International
Marathon

AIR NEW ZEALAND
Hawke's Bay
International
Marathon

ASB
WORLD
MARATHON
MAJORS

Marathon
de
Bordeaux
MÉTROPOLE

ASB
AUCKLAND
MARATHON

ACROSS THE BAY TOK
CHAMPAGNE BY BREEZE WIN

THAILAND
MARATHON
BANGKOK
2019
TOYOTA



MOUNTAIN BIKING

absa
CAPE
EPIC

THE PIONEER

CAPE
TO
CAPE
WESTERN AUSTRALIA

REEF
TO
REEF

SWISS EPIC
GRAUBÜNDEN

MOTATAPU
WELLINGTON, NEW ZEALAND

PORT MTB TO PORT
NEWCASTLE AUSTRALIA

FNB
W2W
10
YEAR



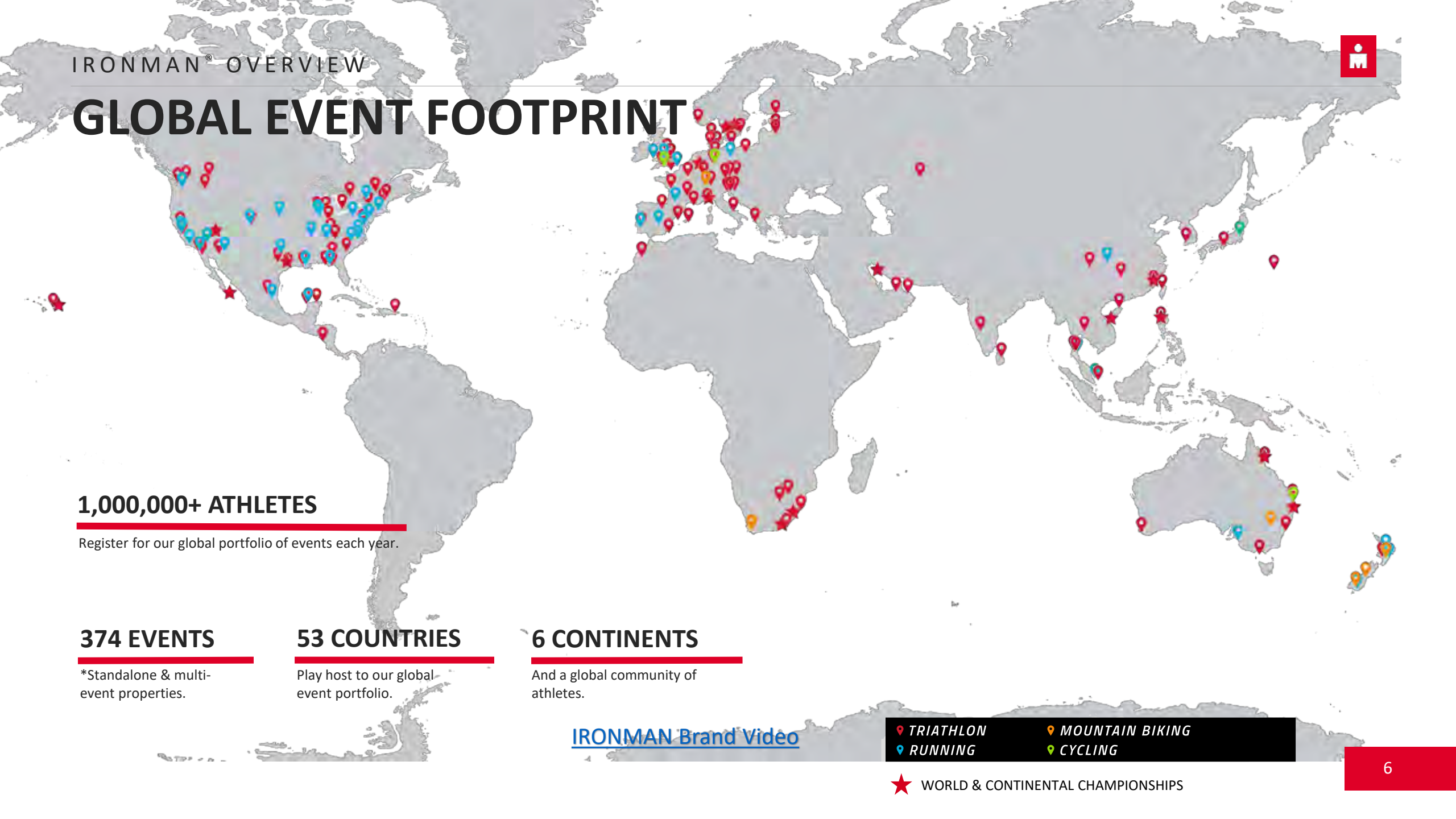
CYCLING

HAMBURG
Cyclclassics
EST. 1996

VELOTHON



GLOBAL EVENT FOOTPRINT



1,000,000+ ATHLETES

Register for our global portfolio of events each year.

374 EVENTS

*Standalone & multi-event properties.

53 COUNTRIES

Play host to our global event portfolio.

6 CONTINENTS

And a global community of athletes.

[IRONMAN Brand Video](#)

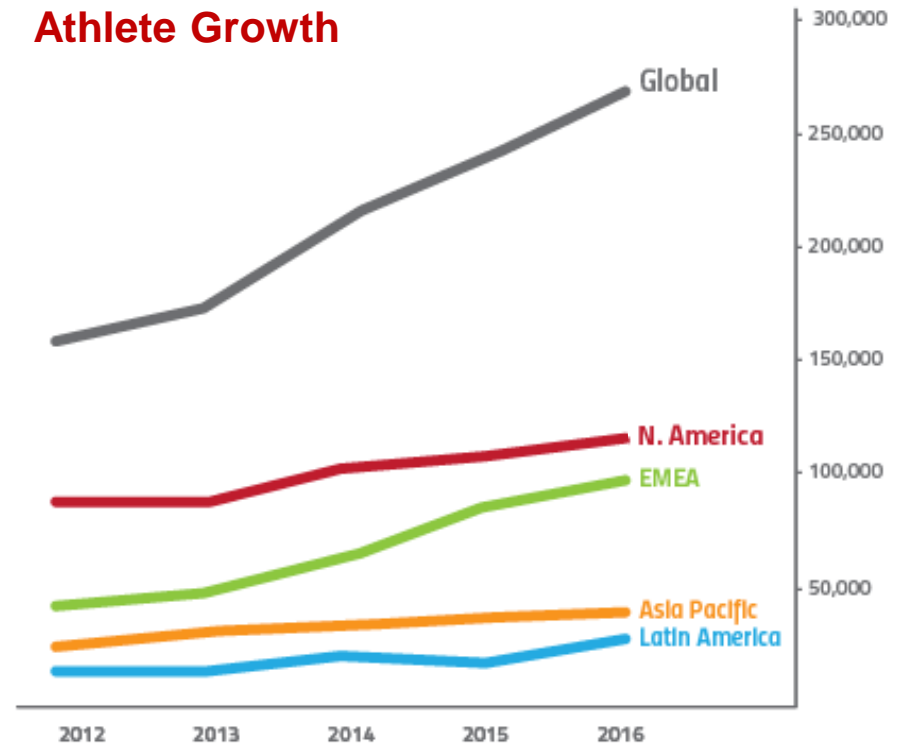
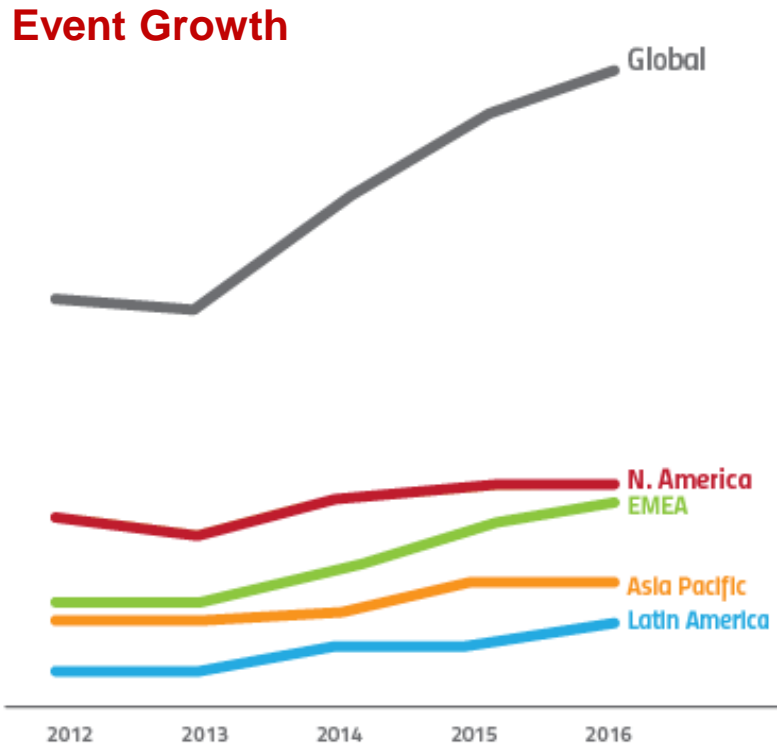
- ◆ TRIATHLON
- ◆ RUNNING
- ◆ MOUNTAIN BIKING
- ◆ CYCLING

★ WORLD & CONTINENTAL CHAMPIONSHIPS



GROWTH & EXPANSION

IRONMAN & IRONMAN 70.3 Growth



Bloomberg Businessweek
News From Bloomberg

“As interest in golf falls by almost every measure, so-called endurance sports — triathlon, running, cycling are exploding in popularity.” - Michael Buteau



DIGITAL REACH: 6.4 Million Total Social Followings



Facebook Watch

Since June 2018

Total Views

Non-Unique People who watched for at least 3 seconds.

145 Million+

Total Engagements

Likes + Shares + Comments

4.5 Million+

Total Reach

Unique people who saw the post.

250 Million+



Websites

31,834,594

Global Sessions 2017
IRONMAN.com

13 Million

Global Sessions 2017
RockNRollMarathon.com



Apps

275,000

Downloads
IRONMAN Tracker

19,000

Downloads
Oceania App

16,000

Downloads
RnR App



CORE CONSUMER PROFILE



AVERAGE ANNUAL HOUSEHOLD INCOME



% MALE/ % FEMALE



AVERAGE ATHLETE AGE

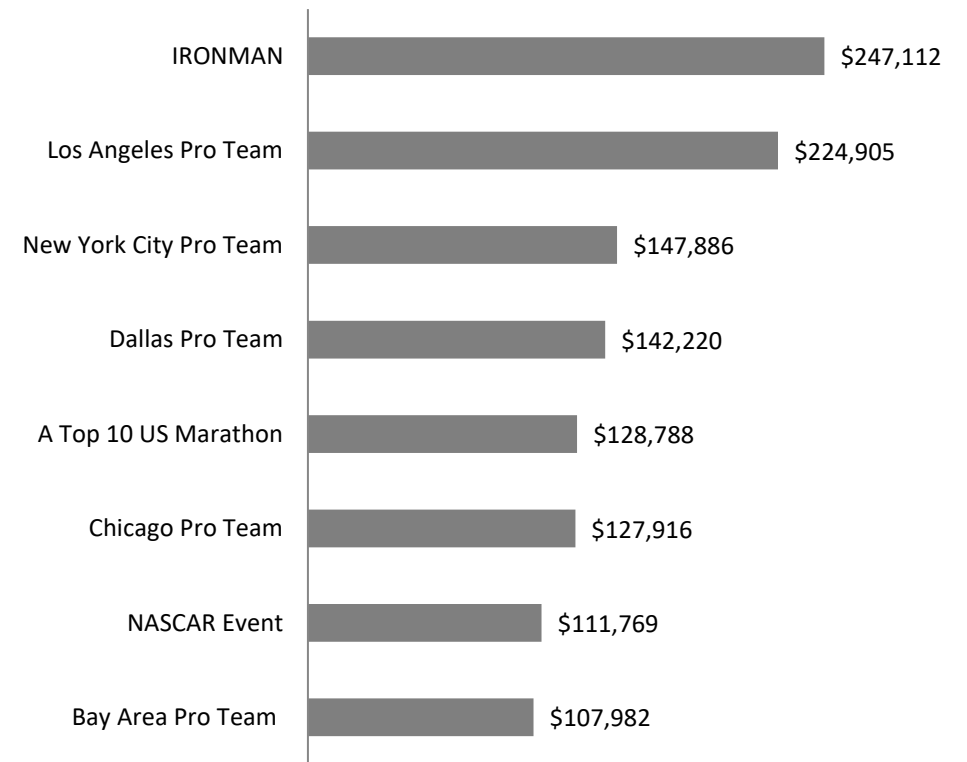


HOME OWNERSHIP



UNIVERSITY EDUCATED

HHI COMPARISON





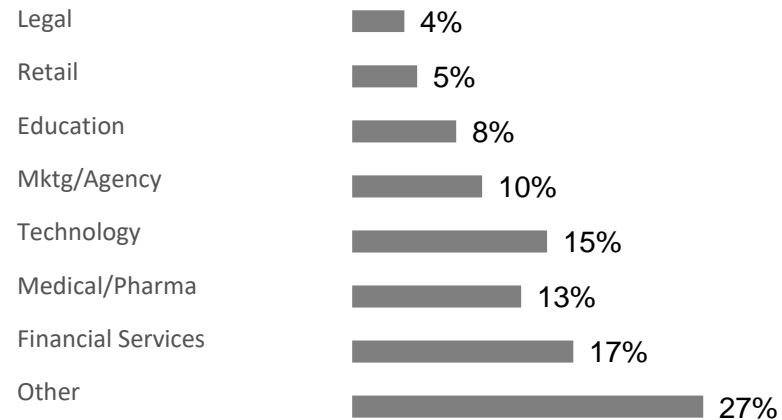
PROFESSIONS + PERSONAS



44%

INFLUENCE FINANCIAL DECISIONS AT WORK

OCCUPATIONAL BREAKDOWN



CORE AUDIENCE PERSONAS



BUCKET LISTERS



ONE + DONERS

LIFERS

LIFERS



LIFERS

MID-LIFERS



GUT BUSTERS + BUTT BUSTERS



SOUL SEARCHERS



FUNDRAISERS

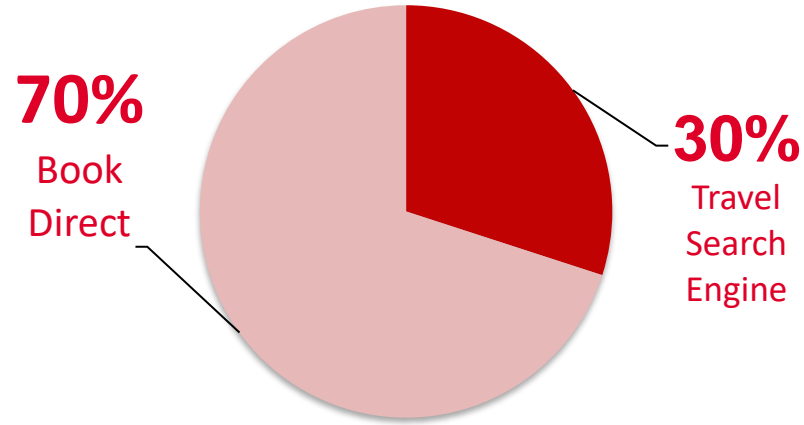


ALPHA DOGS

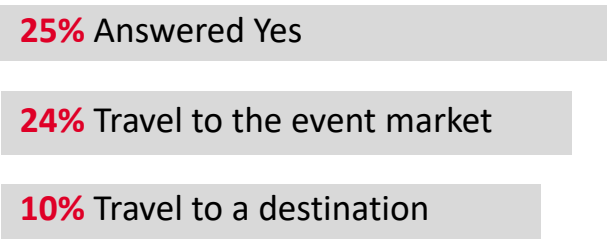
Snapshot of the athletes who make up our core IRONMAN & IRONMAN 70.3 customers based on a 2015 Turnkey Research survey. Personas by Kwittken (Agency).



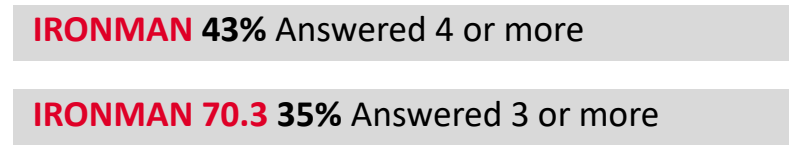
TRAVEL DATA: ATHLETE SURVEY RESULTS



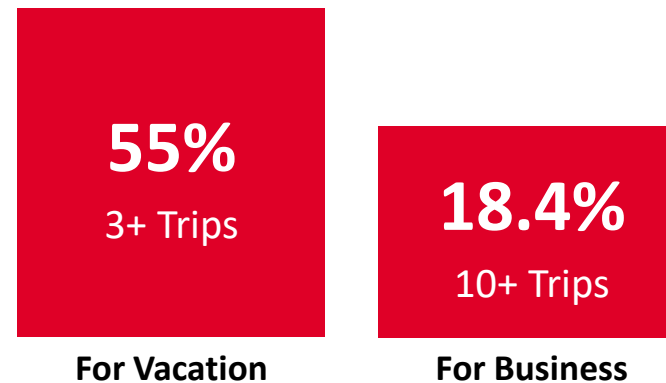
Do you travel to train for your IRONMAN race? If so, where?



How many people traveled with you to your race?



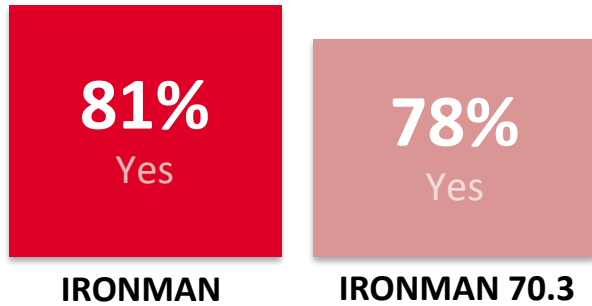
How much additional travel do you do during the year?



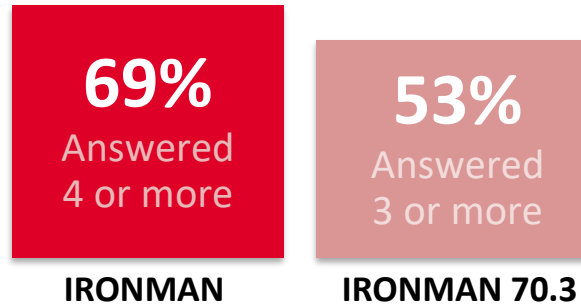


TRAVEL DATA: ATHLETE SURVEY RESULTS

Do you book a hotel when traveling to events?



How many nights do you stay at an event?



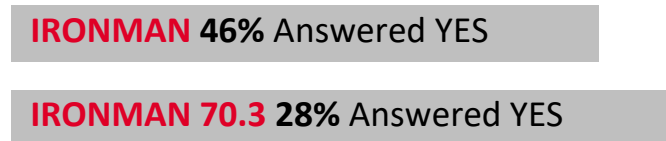
Reward or Loyalty Program Membership

75%
Airline

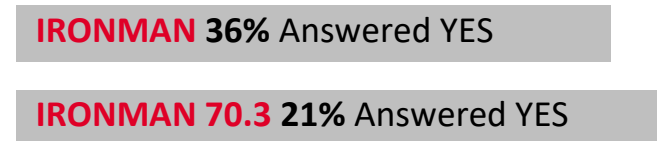
68%
Hotel

44%
Car Rental

Do you travel to events via airline?



Do you rent a vehicle when traveling to events?

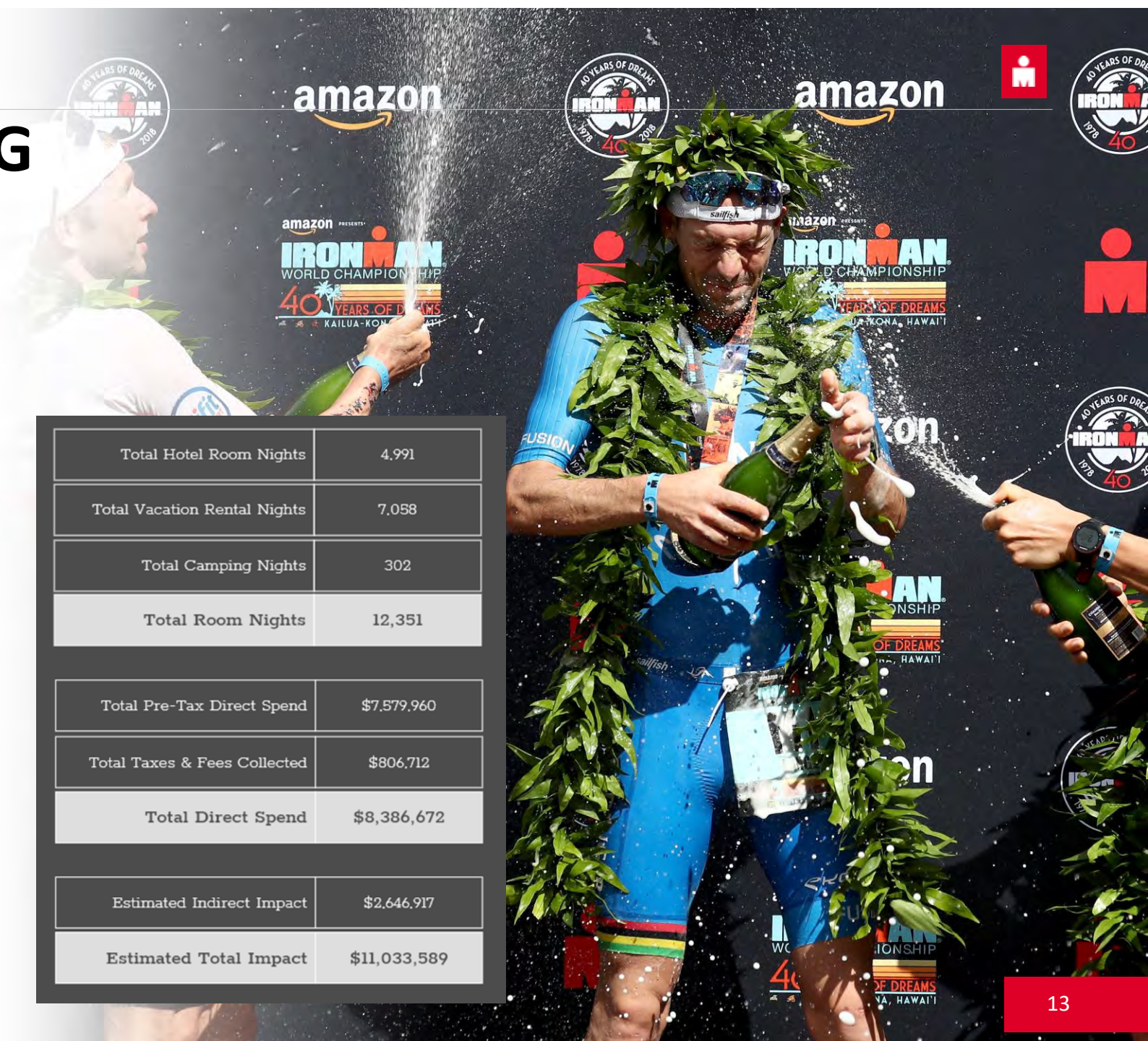


BENEFITS OF HOSTING

- **Community Economic Impact:** Existing IRONMAN 70.3 host communities have measured \$10,000,000 USD of direct economic impact on the local economy, with a total of \$13,000,000 USD when also factoring indirect and induced impacts. IRONMAN Host Communities range from \$10,000,000 to \$15,000,000 in direct EI to their economy
- **Hotel Room Nights:** Existing IRONMAN host communities see room night counts upwards of 12,000. Athletes stay an average of 3 to 4 nights in market for IRONMAN events
- Influx of 10,000 athletes, spectators, and media over a three to four day period
- Coveted qualifying slots to the IRONMAN 70.3 World Championships or IRONMAN World Championships
- Reinforcement of the host community as an active endurance sports and tourism destination

Santa Rosa 70.3 – Economic Impact Report >>>>

Total Hotel Room Nights	4,991
Total Vacation Rental Nights	7,058
Total Camping Nights	302
Total Room Nights	12,351
Total Pre-Tax Direct Spend	\$7,579,960
Total Taxes & Fees Collected	\$806,712
Total Direct Spend	\$8,386,672
Estimated Indirect Impact	\$2,646,917
Estimated Total Impact	\$11,033,589





IRONMAN

Host City REQUIREMENTS *PERMITS, RACE COURSE, EVENT SPACE*

Utilizing facilities, venues, and race courses that showcase key host city landmarks and natural beauty are critical to the event. The primary race venue must feature a large, centralized area for swim start and finish, transition area, finish line, athlete recovery area, medical and massage areas, operations compound, concessions, ample parking for athletes and spectators, event merchandise sales, and spectator viewing.

Sandusky Ohio Proposal

IRONMAN or IRONMAN 70.3?

IRONMAN 70.3

When would we race?

2022
July

IRONMAN

Swim
1.2 Miles

Bike
56 Miles

Run
13.1 Miles

What length of agreement?

2-3 years

What would be the footprint?

- Swim in Bay of Lake Erie
- Bike likely West of City center
- Downtown Sandusky
- Village at Jackson Street Pier/Lions Park



IRONMAN 70.3 RACE WEEK ACTIVITIES - Sample

Tues - Thurs	FRIDAY	SATURDAY	SUNDAY	MONDAY
Production set up and preparations	Athlete Registration	Athlete Registration		
	IRONMAN Village	IRONKIDS Race		
	VIP Services	Bike And Gear Check-in	RACE DAY	Production tear down and load out
	Athlete Briefings	IRONMAN Village		
	Professional Athletes Panel	VIP Services		
		Athlete Briefings		

*Note: The above race week activities schedule is an example and not confirmed. IRONMAN is open to a Saturday race.



HOST CITY REQUIREMENTS

PERMITS

Host would be responsible for producing all permits and permissions for all courses and required venues in writing to IRONMAN a minimum of 180 days prior to the event – IRONMAN will fill out permits, but all fees and approvals will need to be covered and approved by the city as long as plans meet safety and city standards

RACE COURSE

SWIM	<p>1.2 Miles Water conditions must be clean, safe and appropriate for swimming. A one-loop course is preferred but we will also accept a two-loop course or a point to point option.</p>
BIKE	<p>56 Miles We recognize the need for residents to move about the city while the race is occurring, therefore a completely closed bike course is not mandated. A one-loop course is preferred.- consider out and backs to reduce footprint and directional closures for safety</p>
RUN	<p>13.1 Miles For the safety of athletes, full road closures are required throughout the entire run course. A two-loop course is the maximum number of loops that we will accept. Consider using trails to reduce closures</p>
FINISH LINE	<p>Finish line should be located at a park to reduce street closures and impact.</p>
TRANSITION AREA	<p>The transition area should be 100,000 square feet of usable space. A single transition area is required</p>



HOST CITY REQUIREMENTS

EVENT SPACE

Host is responsible for providing the following spaces six (6) days prior to race day and one (1) day following the race unless otherwise specified.

RACE OFFICE	Large meeting room (minimum of 800 square foot space)- Usually close to the venue but not always necessary
ATHLETE REGISTRATION	3,200 square foot space to process athletes over a two-day period – A tent at the village will work – Host provides the space, IRONMAN provides the tent
IRONMAN VILLAGE	20,000 – 40,000 square foot space to accommodate vendor booths near athlete registration
IRONMAN STORE	5,600 square foot space near athlete registration and 1,000 square foot space near the finish line (tented) – included above but worth noting
ATHLETE RECOVERY AREA	10,000 square foot space located near finish line – The area you load athletes into once they finish for food, massage and relaxing
VIP HOSPITALITY	5,000 square foot space located near finish line
MEDICAL AREA	5,000 square foot space located near finish line
SUPPLY DEPOT	Secured 40,000 square foot outdoor space needed fourteen (10) days prior to race day and 2 days following the race to organize event supplies and load trucks – Ideally fenced in for security. Usually a city owned public works area that is secured already



HOST CITY REQUIREMENTS

HOST CITY (HC) FINANCIAL FEE

The financial obligations required to host an IRONMAN 70.3 are based on a one year minimum agreement. In addition to the space and services required in this request for proposal, IRONMAN requires a host city fee in the form of a cash commitment.

IRONMAN will require a 2-3 year commitment with financial contribution of \$75,000 USD

POLICE SERVICES & PUBLIC WORKS

Safety is our greatest concern. Depending on the precise routes and venues, the race will likely utilize approximately 75-100 police officers or certified traffic control operators for traffic control, road closures, crowd control and security during the event. In consultation with IRONMAN, the Host must fund a road closure and traffic management plan that provides a safe course for athletes and reduces impact on local residents. These municipal services will be financially covered by host city and will include:

- Movement and execution of traffic planning documents
- Road use/closure permits
- Required Public Safety Personnel and counterterrorism measures (personnel and equipment)
- All Traffic control devices (cones, barricades, VMS boards, etc)
- Traffic control police officers for both bike and run course in their entirety – includes non city police
- Traffic control personnel
- Street repair and cleaning
- Posting of 'No Parking' signs
- Regional Event notifications as required by the city and region hosting the courses

IRONMAN will coordinate these items, but the Host would fund the services following the event.



HOST CITY REQUIREMENTS

COMMUNITY NOTIFICATIONS

All local residents and businesses within the city limits that are impacted by the event must be notified by the HC. This includes the effects of road closures, traffic advisories, etc. The Host city will facilitate and financially pay for all event notifications required for the region and city residents impacted by the event.

OTHER MUNICIPAL SERVICES

Other municipal services required by the HC include lifeguards, parking staff, electricians, public relations and other city or region-wide services – all to be funded by the host city.

- Parking Staff – To manage the parking lots inside the park, if required to do so in a certain way, Host will provide the plan and the staff to do so.
- Electricians and inspectors – All costs for inspections and certified city staff required to review plans and installations of equipment will be waived



HOST CITY REQUIREMENTS: ADDITIONAL ITEMS

SITE AND VENUE FEES

The HC will waive or pay for all site and venue fees to include Expo, Transition Area (s), Finish Line, Swim Course, Bike Course, Run Course, and Race Office

GENERAL OVERSIGHT & COMPLIANCE

The HC shall ensure compliance of all laws and regulations governing food vendors and contracted catering companies, monitoring of sound levels, as well as accommodation establishments in the Venue.

VOLUNTEER RECRUITMENT

The HC shall assist with the recruitment efforts of a minimum of 1,500 experienced event volunteers for race week

HOTEL ACCOMODATIONS

100 complimentary room nights must be provided to IRONMAN staff during race week, with an additional allocation of up to 20 complimentary room nights for pre-event onsite planning throughout the year.

IRONMAN has the right to receive and retain financial rebates of \$10.00 USD per night for bookings associated with competitors managed through a centralized booking system to be established. A final room pick-up report must be supplied to IRONMAN within three (3) days following the race and all rebates paid within thirty (30) days following the event. This can and should be coordinated with your neighboring communities as well.

IRONMAN's right to financial rebates are in effect for the period starting five (5) nights prior to the first night of the room block and ending three (3) nights after the last night of the room block.

IRONMAN will provide to Host

Athletes

- Professional field and prize purse
 - Age Group/Amateur athletes
- Families, loved ones, and general spectators
- Training camps – Athletes will spend weeks at a time in your city training

Operations

- Full-Service execution of IRONMAN 70.3 event
 - Race Director – Volunteer Director
 - 50+/- staff for the event on race week
 - Best in Class Institutional knowledge

Global Visibility

- Host showcased as a tourist and athletic destination to visit/work/live/play in
- The marketing engine that is the IRONMAN Brand

Community Giveback

- \$20,000 in volunteer grants giveback



Next Steps

- *INTERNAL REVIEW*
- *HOST CITY BUY IN AND DUE DILIGENCE*
- *PARTNER PLANNING AND COORDINATION*
- *AGREEMENT REVIEW*
- *ANNOUNCEMENTS AND KICK OFF MEETINGS*

CLIF

NBC Sports

IRONMAN PRO EYEWEAR BY FOSTER GRANT

ACTIVE

1978 - 2018

Swim 0:50:37

Bike 4:16:05

Run 2:41:31



HOKA ONE ONE TIME TO FLY

G ENDURANCE

IRONMAN

HAWAII

IRONMAN

IRONMAN

IRONMAN

IRONMAN



CERTIFICATE OF FUNDS

In the Matter of: Ironman Agreement

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

Account # 431 or 227-3700-53000

By: 

Michelle Reeder

Finance Director

Dated: 10/18/2021

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A HOST VENUE AGREEMENT WITH WORLD TRIATHLON CORPORATION AND LAKE ERIE SHORES & ISLANDS FOR SERVICES RELATED TO HOSTING IRONMAN 70.3® OHIO TRIATHLON EVENTS FOR THE RECREATION DEPARTMENT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, World Triathlon Corporation (WTC) and its subsidiaries own and operate IRONMAN 70.3® triathlon events and the City desires to have WTC conduct an IRONMAN 70.3® triathlon annually in and around the City of Sandusky during the years 2022, 2023, and 2024; and

WHEREAS, the IRONMAN 70.3® event draws 2,000 to 2,500 athletes plus thousands of spectators and the event includes a 1.2 mile swim, 56 mile bike and 13.1 mile run that will be held on July 24, 2022, July 23, 2023, and July 21, 2024, beginning and finishing at the Jackson Street Pier; and

WHEREAS, the IRONMAN 70.3® OHIO event will showcase the City's waterfront, including the Jackson Street Pier, Sandusky Bay Pathway, Shelby Street Boat Launch, and help support the many businesses through the City and Erie County; and

WHEREAS, the City will be providing an annually payment of \$25,000 for the events which will be paid with Recreation Funds and/or Capital Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately execute the agreement and allow for the planning and registration for the event to begin as soon as possible; and

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

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

Section 1. The City Manager is authorized and directed to enter into a Host Venue Agreement with World Triathlon Corporation and Lake Erie Shores & Islands for services related to hosting IRONMAN 70.3® OHIO triathlon events for the Recreation Department to be held on July 24, 2022, July 23, 2023, and July 21,

2024, substantially in the same form as reflected in Exhibit "1" which is attached to this Ordinance and specifically incorporated as if fully rewritten herein together with such revisions or additions as are approved by the Law Director as not being 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. The City Manager and/or Finance Director is authorized and directed to expend funds to World Triathlon Corporation for the Ironman 70.3® OHIO Triathlon Events in the amount of \$25,000 per year for years 2022, 2023, and 2024 for a total amount **not to exceed** Seventy Five Thousand and 00/100 Dollars (\$75,000.00).

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: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: October 25, 2021



HOST VENUE AGREEMENT

◆ ————— *IRONMAN® 70.3® Ohio (2022-2024)* ————— ◆

This Host Venue Agreement (this “Agreement”) is made as of October __, 2021 (the “Effective Date”) by and among **WORLD TRIATHLON CORPORATION**, a Florida corporation (“WTC”); **CITY OF SANDUSKY**, an Ohio municipal corporation (“Host”); and **LAKE ERIE SHORES & ISLANDS**, an Ohio Corporation (“LESI”). WTC, Host, and LESI are sometimes referred to herein individually as “Party” and collectively as “Parties.”

RECITALS

- A. WTC and its subsidiaries own and operate IRONMAN 70.3®-branded triathlon events.
- B. Host desires to have WTC conduct, and WTC desires to conduct, an IRONMAN 70.3® triathlon annually in and around the City of Sandusky, Ohio (collectively, the “Venue”), subject to the terms of this Agreement.
- C. In consideration of WTC selecting the Venue as the site for the Events (as defined below), Host desires, subject to the terms of this Agreement, to provide the Host Support Services (as defined herein) and to make certain payments, and grant certain rights, to WTC.
- D. LESI joins in this Agreement for the purpose of agreeing to provide certain Police and Emergency Services as defined and in accordance with Exhibit B.

AGREEMENT

The Parties agree as follows:

1. **The Events**. Subject to the terms of this Agreement:
 - (a) **Authorization; Ownership**. Host authorizes WTC to prepare and conduct an Event (as defined below) in and around the Venue during the years 2022, 2023, and 2024 (each, a “Race Year”). WTC is and will be the owner of each Event and nothing herein constitutes a license by WTC to Host or to any third party to establish or operate any Event or Race (as defined below).
 - (b) **Races**. In each Race Year, WTC shall be responsible for operating, in and around the Venue, an IRONMAN 70.3®-branded endurance triathlon (comprising, subject to cancellation of any part thereof due to weather conditions or other reasons, a 1.2-mile swim, 56-mile bicycle ride, and 13.1-mile run) (the “Race”) and performing certain administrative, operational, and sales and marketing functions related thereto (collectively, and together with the Race and any additional races added under Section 1(g), an “Event”).

- (c) Name. The official name of the Event will be **IRONMAN® 70.3® OHIO**. WTC may elect to add the name of a “title” sponsor and/or “presenting” sponsor to the official name of the Event (e.g., “[*Title Sponsor*] IRONMAN® 70.3® OHIO, presented by [*Presenting Sponsor*]”). When referring to any Event, Host shall at all times use such official name of the Event (including mention of the official title sponsor, if any, and the official presenting sponsor, if any).
- (d) Race Dates. The Race each year of the Term will occur on the following applicable dates (each, a “Race Date”):
- (i) Sunday, July 24, 2022
 - (ii) Sunday, July 23, 2023
 - (iii) Sunday, July 21, 2024
- (e) Event Changes. WTC may in its reasonable discretion, in order to improve any Event, institute changes in the implementation or structure of such Event; provided, however, that no material change may be made to any previously confirmed location or venue(s) without the prior written consent of both Parties.
- (f) World Championship Entries. With respect to certain eligible top finishers of the Race, WTC will award non-transferable qualifying slots for entry in the applicable IRONMAN 70.3 World Championship (“Championship Slots”). The number of Championship Slots applicable to each Race will be determined by WTC in its sole discretion, and may change each year.
- (g) Additional Races. WTC shall have the option to conduct, as part of any or all Events, a WTC-owned 5K Fun Run and/or a 5150™, IRONKIDS® and/or IRON GIRL® triathlon, duathlon, or run contemporaneously (e.g., during the same weekend) with the Race. WTC may create additional, race-specific logos for any such additional races conducted, and such logos will be subject to the same restrictions applicable to the Event Logo (as defined in Exhibit C) under this Agreement.

2. **Term of Agreement**. This Agreement is effective beginning on the Effective Date, and will continue in effect until the date that is thirty (30) days after the 2024 Event, unless this Agreement is sooner terminated in accordance with the terms of this Agreement (the “Term”).

3. **Financial Matters**.

- (a) Annual Payments to WTC. With respect to each Event, Host shall, under the terms of Exhibit A, pay WTC the amounts stated in Exhibit A (each, an “Annual Payment”).
- (b) Sponsorship & Expo Vendor Referrals; Revenue Share.
- (i) Sponsorship & Expo Vendor Referrals. With respect to each Event, Host shall have the right to refer to WTC reputable third-party Event-specific sponsors and Expo vendors (collectively, “Host-Referred Third-Party Sponsorships”), provided, however, that:

- (A) Host shall focus on referring sponsors/Expo vendors in non-endemic categories from local, statewide, and regional companies and organizations;
- (B) Host shall not refer sponsors/Expo vendors to WTC if such sponsors/Expo vendors sell products and/or services that fall within any of the categories set forth in Exhibit D (collectively, the “Restricted Sponsorship Categories”). If Host refers a sponsor/Expo vendor that falls within any of the Restricted Sponsorship Categories then Host shall not receive the Host Revenue Share (as defined below) with respect to such sponsor/Expo vendor. Due to occasional changes to the Restricted Sponsorship Categories, WTC reserves the right to update the Restricted Sponsorship Categories, at any time and from time to time. Upon Host’s request, WTC shall provide to Host the then-applicable list of Restricted Sponsorship Categories;
- (C) Host shall not communicate any Event sponsorship or Expo vendor opportunity to any potential sponsor or vendor unless such specific sponsor/Expo vendor has been pre-approved in writing by WTC;
- (D) WTC reserves the right, in WTC’s sole and absolute discretion, to reject any proposed sponsorship, sponsor, or Expo vendor including, without limitation, those referred by Host; and
- (E) Host does not have the authority to legally bind WTC, and Host shall not represent to any third party that Host has such authority. Any Host-Referred Third-Party Sponsorships will be valid only if in a written agreement signed by both WTC and the sponsor/Expo vendor party (a “Sponsorship and/or Expo Vendor Agreement”).
- (ii) Host Revenue Share. If, during the period between the Effective Date and the final Event, WTC enters into a Sponsorship and/or Expo Vendor Agreement (specifically with respect to any Event) with a third-party sponsor or Expo vendor for a Host-Referred Third-Party Sponsorship where such sponsor or Expo vendor was referred to WTC by Host and was pre-approved by WTC in accordance with this Agreement, WTC shall pay to Host an amount equal to ten percent (10%) of the Net Proceeds (as defined below) (such amount referred to as the “Host Revenue Share”).
- (A) “Net Proceeds” means, net of applicable taxes, ninety percent (90%) of the total cash actually received and retained by WTC from the applicable Host-Referred Third-Party Sponsorship (it being acknowledged by the Parties that such reduction by ten percent (10%) is for purposes of covering WTC’s expected costs to activate and implement the benefits for such Host-Referred Third-Party Sponsorship.
- (B) Based Only on Cash Proceeds. For the avoidance of doubt: Net Proceeds (1) will be based only on such cash proceeds to WTC from sponsorship sales and Expo fees from the Host-Referred Third-Party Sponsorship that are specific to the Event and (2) will not include the value of any in-kind contributions or budget-relieving or other services provided by the sponsor or any other party, except as may be approved in writing by WTC.

- (C) Origination. Host will be deemed to have referred an Event-specific sponsor or Expo vendor to WTC if, in good faith, Host provides such sponsor/Expo vendor's name and contact information to WTC in writing, and, prior to such notice to WTC by Host, WTC is neither doing business nor has any contract with such sponsor/Expo vendor (or any of its subsidiaries or affiliates), nor communicated, during the then prior 36-month period, with such sponsor/Expo vendor (or any of its subsidiaries or affiliates) regarding the possibility of doing business or entering into any contract with WTC (or any of its subsidiaries or affiliates).
- (D) Other Events. For the avoidance of doubt: Host has no right to receive the Host Revenue Share (or any other commission or fee) in connection with any event(s) (other than the Event), regardless of whether Host referred to WTC a third-party sponsor/Expo vendor for such other event(s).
- (c) Entry Fees; Other Revenues. Except as may be otherwise expressly specified in this Agreement, WTC shall be entitled to receive and retain all Event/Race entry fees, and all other revenues and value in-kind in connection with the Events, including without limitation all revenues from merchandise sales, sponsorships, hospitality passes, VIP passes, exposition booth sales, product licenses, television licenses, and photograph sales.
- (d) Costs. To the extent Host does not timely provide any portion of the Host Support Services (as defined below), then, upon written request from WTC, Host shall, within thirty (30) days after delivery of such notice to Host, reimburse WTC to the extent WTC incurs, or will incur, any costs to obtain or provide any such Host Support Services not provided by Host. Such right of reimbursement does not limit WTC's remedies with respect to Host failing to provide any of the Host Support Services.
- (e) Costs of Additional Security Measures. Should local and/or governmental authorities determine that enhanced security measures are necessary and must be implemented surrounding the Event, and should such measures have additional costs associated with them, the Parties will work together to discuss a reasonable and appropriate allocation of expenses to cover such costs.

4. Certain Obligations of Host.

- (a) Host Support Services. Host shall timely provide to WTC (or, as the case may be, shall timely provide for WTC's benefit), the services, equipment, value in-kind, personnel, and other items set forth in Exhibit B (collectively, the "Host Support Services") for each Event. Unless otherwise expressly agreed to in this Agreement, Host shall provide the Host Support Services at Host's own cost. Host Support Services may be modified from time to time by WTC in its reasonable discretion, provided that no such change (i) results in any material additional cost or expense to Host or (ii) requires Host to do anything Host is not authorized, or does not have legal jurisdiction, to do or cause to be done.
- (b) Compliance with Law. In connection with each Event and Host's performance of its obligations under this Agreement, Host shall comply with all applicable laws, rules, and regulations.
- (c) Operational Aspects. In order to facilitate proper and timely planning, implementing, and conducting of each Event by WTC, Host shall, and shall cause each of its representatives,

agents, and contractors to, follow instructions, solely regarding Event-related operational or technical issues, from WTC or any third party designated by WTC.

- (d) Intellectual Property of WTC. Except with respect to the Event Logo (the use of which by Host being subject to Section 10), Host shall not, without WTC's prior written consent, use any intellectual property rights of WTC, including without limitation the Ironman®, 70.3®, Iron Girl®, IRONKIDS®, Velothon®, Cape Epic®, 5150®, and Rock 'n' Roll® marks and names, the "M-Dot" logo, and the "K-Dot" logo. Host shall promptly inform WTC of any possible misuse or infringement by any person or entity of the Event Logo or any other intellectual property of WTC.
 - (e) Information Updates. Host shall, upon request from WTC, promptly inform WTC as to the status of the performance of Host's obligations hereunder, including without limitation regarding the Host Support Services.
 - (f) Representations. Host covenants that each of the representations and warranties made by Host in Section 9 will be true and complete at all times during the Term.
5. Certain Obligations of WTC. Subject to the terms of this Agreement, and with respect to each Event:
- (a) Operations, Equipment, and Personnel. Except to the extent required to be provided or obtained by Host as part of the Host Support Services, or as may be otherwise required under this Agreement, WTC shall provide for (or cause to be provided) all Race-related equipment, supplies, personnel (including volunteers and a local Race Director), training of personnel (including volunteers), Race manuals/programs, Race course route determination and design, Race course set-up and tear-down, online and on-site athlete registration and check-in, welcome functions, award ceremonies, procurement of facilities, facility decoration, and all other technical and operational aspects of the Race. WTC may require that each Event use Race timing, registration, photography, or other services provided by WTC or any of its affiliates, designees, or service providers.
 - (b) Expo. WTC shall provide for a multi-day vendor exposition at each Event (the "Expo"), which Expo may be referred to as the "IRONMAN Village" or other name chosen by WTC. At the Expo, WTC (or its designee) may sell official IRONMAN®-branded (or any other) merchandise and services, and, to the extent approved in writing by WTC, Event sponsors and other Expo vendors may sell or otherwise distribute other merchandise and services. Except as may otherwise be required by applicable law, Host shall not charge or assess any fee, tax, surcharge, or other cost to or on any vendor, contractor, or any other party in connection with the Expo, or any athlete entry fees, sponsorships, or any other aspect of the Event.
 - (c) Website; Media; Broadcasts. WTC shall provide and maintain the official website that markets the Event (the "Event Website"), including a live global streaming webcast of the Race. WTC shall retain the rights to all imagery and audiovisual works in connection with each Event, including but not limited to, television broadcast or cablecast (live or tape-delay), radio broadcast, Internet broadcast (audio or video), videotaping, filming, and photography, all of which, as between WTC and Host, is the sole property of WTC and will not be reproduced, remarketed, or otherwise distributed or publicly displayed by Host

without the written permission of WTC. WTC may, in its sole discretion, grant or license any or all of these rights to third parties or to Host.

- (d) Complimentary Sponsorship Package for Host. WTC shall provide Host with a sponsorship benefits package (for use solely by Host) to include Expo booth space, signage (advertising only the Host) at certain locations along the Race course, placement of Host's logo on all public Event-related printed material produced by WTC, and placement of Host's logo and Host's banner advertisements on the Event Website.
- (e) Complimentary Hospitality Package for Host. WTC shall provide Host with a hospitality package (for use solely by Host) to include five (5) complimentary sponsor hospitality passes for the Event for use by Sponsor's employees and representatives, which passes grant access to certain selective benefits at the Event. WTC shall provide Host with three (3) complimentary race entries (i.e., to participate as an age-group athlete) for the Event, for use by Host. Host may use such entries for promotional purposes, subject to WTC's approval. Each entry is for only the specific race and the specific year, and cannot be used for, or deferred for, entry in any other race or the designated race in a later year. WTC reserves the right to deny the use by any specific individual(s) of any hospitality passes.

6. **Official Announcements; Promotions by Host.**

- (a) Host Website. Host, on its website, shall prominently advertise the Event and the fact that Host is hosting the Event, and at all times during the Term shall prominently display a link, on its website, to the Event Website.
- (b) Announcements. Host shall not make any public announcements of a marketing or promotional nature (whether in writing, orally, via the Internet, or otherwise) of any Event without the prior written consent of WTC in each instance (which consent will not be unreasonably withheld), except that no such consent will be required to the extent such announcements are required of Host as part of the Host Support Services (or otherwise required of Host under the terms of this Agreement), or that:
 - (i) are entirely administrative in nature, such as announcements informing the public regarding operational logistics or public safety matters (e.g., road closures, Event dates, Venue access);
 - (ii) include only information in the public domain; and
 - (iii) are not for purposes of marketing or promotion.
- (c) Other Matters. Host shall not use the Event, any marketing opportunity related thereto or arising out of the Event, or the like, for any purpose other than to promote the Venue in a positive and universally appealing manner. To the extent Host is not prohibited by law from doing so, Host shall not permit any political statements, political campaign propaganda, or the like to be made (or made available) at the Event, or otherwise to be associated (or purported to be associated), whether directly or indirectly, with the Event or the marketing thereof.

7. **Ambush Marketing.**

- (a) “Ambush Marketing” means selling (e.g., including, but not limited to, sponsorship, merchandise, vendor space), advertising, or marketing, by any third party that is not a WTC-authorized sponsor, merchandiser, and/or vendor of the Event, where such selling, advertising, or marketing (i) is in connection with, or in proximity to, the Event, or (ii) otherwise has the effect of exploiting the goodwill of the Event and/or gaining market exposure by way of intrusive and/or associative marketing practices.
- (b) Host shall not cause or engage in any Ambush Marketing, and, except to the extent Host is prohibited by law from doing so, Host shall prevent and stop Ambush Marketing at, near, or in connection with the Event, including without limitation by:
- (i) Ensuring, prior to and during the Event, that the Event perimeter and any other key advertising locations under the Host's control do not carry any form of temporary advertising or promotional material relating to the Event, except as may be approved in writing by WTC (in WTC's sole discretion);
 - (ii) Using, invoking, and applying Host's powers to protect all trademarks and copyrights associated with the Event;
 - (iii) Preventing the distribution of product samples, premiums, promotional literature and other commercial and non-commercial materials within the established Event perimeter, except where expressly authorized by WTC; and
 - (iv) Cooperating with WTC to prevent Ambush Marketing, as may reasonably be requested by WTC.

8. **Exclusivity.**

- (a) Use of Racecourse and Event-Related Areas. Notwithstanding anything to the contrary in this Agreement: During the period between (and including) the Monday preceding the Race Date until (and including) the Friday following the Race Date (collectively, the “Event Period”), Host shall not produce, conduct, host, or permit any event (other than such Event) that takes place, in whole or in part, on any portion of the Race course or at any Event-related area; provided, however, that during the Event Period (excluding Race day) private functions and corporate events may take place but only if such events do not do or include any of the following:
- (i) include any endurance-, running-, road cycling-, or swimming-related race, competition or event;
 - (ii) include any vendor exposition, tradeshow, and/or the selling of any merchandise and/or services;
 - (iii) occur on the Race course or at any other area where any part of the Event is being conducted, or adversely affect the ingress or egress to or from any such areas;
 - (iv) in any way jeopardize or adversely impact Event production or operations;
 - (v) infringe on any WTC intellectual property rights; or
 - (vi) include or constitute Ambush Marketing (as defined in Section 7(a)) or otherwise promote themselves as purportedly being part of or in connection with the Event).
- (b) Advertising Long-Distance Triathlons. During the Term, Host shall not permit its website to display any marketing, promotion, advertisement, reference, or the like, of (i) any other

triathlon event series or company, including but not limited to the International Triathlon Union (ITU), Revolution3 Triathlon, Life Time Fitness Triathlon, Challenge Family Triathlon, and HITS Triathlon (or any of their respective successors or assigns), (ii) any person, entity, or group (other than WTC or any subsidiary or licensee thereof) that operates, organizes, produces, or is otherwise involved in any triathlon having a distance longer than that of an “Olympic” distance triathlon (as such distance is defined by the International Triathlon Union), (iii) any triathlon having a distance longer than that of an “Olympic” distance triathlon (as such distance is defined by the International Triathlon Union), unless such triathlon is owned or operated by WTC or any subsidiary or licensee of WTC.

- (c) **Non-Competition.** During the Term and the fifteen (15)-month period thereafter, Host shall not produce, support, advertise, promote, conduct, host, permit, or contract or partner with any person or entity (other than WTC or a subsidiary thereof) for or in connection with any other triathlon event located, in whole or in part, within the Venue or anywhere within 75 miles of the Venue if such event features any race distance longer than that of an “Olympic” distance triathlon (as such distance is defined by the International Triathlon Union).

9. **Representations and Warranties.** Each Party represents and warrants that:

- (a) It has the full right and legal authority to enter into and fully perform this Agreement in accordance with the terms and conditions contained herein;
- (b) This Agreement is a legal, valid, and binding obligation of such entity, enforceable against such entity in accordance with its terms; and
- (c) Neither the execution, delivery, nor performance of this Agreement by it violates or will violate or cause a breach of any other agreements or obligations to which it is a party or to which it is bound, and no approval, consent, notice, or other action by or to any third party or any commission, board, or other governmental authority or agency (collectively, “Authorities”) is required in connection with the execution, delivery, or performance of this Agreement (except, with respect to WTC, certain permits, approvals, consents, notices, and other actions by Authorities may be required in connection with performance by WTC of this Agreement).

10. **Limited License to Use the Event Logo.**

- (a) **Grant of Limited Rights.** Subject to the terms of this Agreement, WTC hereby grants to Host the limited, non-assignable, non-sublicensable, non-exclusive license to use, during the Term, the Event Logo (as defined in Exhibit C) in all reasonable forms of advertising and marketing, but only to the extent related to promotion of the Events, and subject in each instance to WTC’s prior written approval, which will not be unreasonably withheld. All uses of the Event Logo by Host must comply with the Trademark Standards & Usage Guidelines set forth in Exhibit C.
- (b) **No Use on Products.** Host shall not use, and shall not authorize, license, or permit any third party to use, the Event Logo on or in connection with any products, merchandise, souvenirs, or other goods or services, in each instance unless pre-approved by WTC in writing.

- (c) **Ownership; Goodwill.** Host acknowledges that WTC is the owner of the Event Logo and Host shall not register, or apply to register, the Event Logo, any service mark, trademark, or domain name that is similar in any manner to, or that incorporates, the Event Logo, any of WTC's other trademarks or other intellectual property, or any mark with the word "IRON," or any equivalent term or phrase in any language. All goodwill and rights accruing or arising under the Event Logo, or in any copyrights or other intellectual property of WTC used in connection with this Agreement or any Event, enures solely to the benefit of WTC.

11. **Indemnification; Liquidated Damages.**

- (a) To the extent allowed by law each Party shall indemnify, protect, defend and hold harmless the other Parties, and their respective parents, subsidiaries, and affiliates, and each of their respective directors, officers, employees, contractors, volunteers, representatives, and agents, from and against any and all claims, liabilities, losses, damages, injuries, demands, actions, causes of action, suits, proceedings, judgments, and expenses, including without limitation, attorneys' fees, court costs, and other legal expenses, arising out of, directly or indirectly, or in connection with: (i) any breach or alleged breach of any provision of this Agreement by such Party or any representation or warranty made by such Party herein; (ii) any act or omission to act by such Party, or any of its employees, servants, or agents; (iii) any facilities, venues, or accommodations provided by or on behalf of such Party that violate any applicable laws (including, without limitation, the Americans with Disabilities Act); or (iv) any dangerous conditions on, or with respect to, any roads, facilities, venues, or accommodations controlled or maintained by such Party.
- (b) The Parties acknowledge that the goodwill inherent in the IRONMAN 70.3® brand and the Event Logo arises and is maintained, in large part, by each and every IRONMAN 70.3® event worldwide, including the Event, being conducted as scheduled. Notwithstanding anything herein to the contrary, the Parties acknowledge that Host's failure or inability to host and support the Event as scheduled, absent a Force Majeure Event (as defined in Section 14), will cause WTC irreparable harm, and that damages will be an insufficient and wholly inadequate remedy as a result of such a breach. If Host breaches this Agreement and such breach results in any Event not taking place when and as contemplated by this Agreement, Host shall pay WTC, within thirty (30) days after receiving written demand from WTC, the amount of \$400,000.00 (USD). The Parties intend that the Liquidated Damages are to provide for compensation for a portion of the damages suffered by WTC, are not intended as a penalty and that the stipulated amount is far less than the actual damages and consequential damages that would result from such a breach by Host.
- (c) This Section 11 will survive the expiration or termination of this Agreement for any reason.

12. **Insurance.** Each Party shall, throughout the Term, obtain and maintain its own comprehensive general liability insurance for each Event from a reputable insurance company for, without limitation, any and all claims of bodily injury, death, property damage, and advertising liability, and any and all litigation, arbitration and settlement costs, related to any claims for or by any Event participants, volunteers, referees, officials, scorekeepers, spectators, sponsors, and staff with a minimum combined single limit equal to but not less than two million U.S. dollars (\$2,000,000.00) per occurrence for any one incident or accident, and not less than five million U.S. dollars (\$5,000,000.00) in aggregate, which limits may be satisfied with any combination of primary and excess coverage; provided, that, any such excess coverage follows form of the primary coverage. Each Party shall cause the other Parties to be named as an additional insured in connection with each Event. Certificates evidencing the foregoing required insurance must be provided,

upon request, to the other Parties.

13. **Termination.**

- (a) Subject to Section 13(b): If either Party breaches a material provision of this Agreement, the non-breaching Party may terminate this Agreement upon thirty (30) days' written notice to the other Party (which notice must include a description of such breach) if, during such thirty (30) day period following receipt of such notice, the breaching Party fails to cure such breach.
- (b) Notwithstanding anything to the contrary herein, WTC may immediately terminate this Agreement:
- (i) at any time if WTC gives written notice to Host and LESI that WTC has determined, in its reasonable judgment, that an Event is unlikely to occur or be sufficiently profitable to WTC whether due to: (A) revocation or cancellation of, or failure to timely obtain, any of the Approvals & Permits (as defined in Exhibit B); (B) an insufficient number of paid entries or sponsorships received; or (C) any condition with respect to the Venue that could jeopardize the practicability of conducting the Race as planned, or that could create a safety risk for any Race participants or other Event visitors;
 - (ii) if Host files, or in good faith has filed against it, a petition in bankruptcy, or is adjudicated bankrupt or insolvent, or makes an assignment for the benefit of creditors, or an arrangement pursuant to any bankruptcy law; or
 - (iii) if Host causes or engages in any Ambush Marketing.
- (c) Effects of Termination; Survival.
- (i) Expiration or termination of this Agreement for any reason will not relieve either Party from its obligation to perform under this Agreement to the extent such performance is due prior to the effective time of such termination.
 - (ii) If this Agreement is terminated by WTC under the terms of Section 13(a) or Section 13(b)(ii), all unpaid Annual Payment amounts will be immediately due and payable to WTC. If this Agreement is terminated by Host under the terms of Section 13(a), all amounts paid for any Event not completed shall be immediately refunded to Host.
 - (iii) Each Party reserves all other rights and remedies hereunder and otherwise permitted by law that have accrued prior to the effective time of such expiration or termination.
 - (iv) All rights and obligations under this Agreement that arose or accrued prior to termination or expiration of this Agreement, and that, by their nature, should survive any such termination or expiration, will survive any such termination or expiration, including without limitation the rights and obligations set forth in Sections 3, 8, 11, 15, 16, 17, 18, 19, 20, 21, 22, and 23.

14. **Force Majeure.** In the event either Party is prevented from performing any of its obligations under this Agreement by reason of any event outside of such Party's control, including, without limitation, fire, weather, unsafe conditions, volcano, explosion, flood, landslide, epidemic, acts of nature, war, terrorism, or other hostilities, strike, civil commotion, domestic or foreign governmental acts, orders, or regulations ("Force Majeure Event"), then such obligations of such Party during the duration of such Force Majeure Event, and for a reasonable time thereafter, will be suspended. In the case of cancellation of an Event due to a Force Majeure Event, the Parties agree to negotiate a date to reschedule such Event if practicable. If such canceled Event cannot reasonably be rescheduled or relocated within the Venue, neither Party shall be deemed to be in breach of this Agreement solely because of such cancellation. Neither any such cancellation, rescheduling, or relocation, nor the inability to reschedule or relocate, will, by itself, cause this Agreement to terminate. For purposes of this Agreement, neither the cancellation by WTC of any leg of the Race (e.g., the swim leg), nor the modification of the Race (e.g., distances, routes, etc.), will be deemed to be a cancellation of the Event.

15. **Confidentiality.**

- (a) During the Term and the 36-month period thereafter, each Party (the "Receiving Party") shall, other than as provided herein and as required under applicable Ohio law, keep confidential and not use or disclose, directly or indirectly, any of the terms of this Agreement, any trade secrets, confidential, or proprietary information, or any other knowledge, information, documents, or materials, owned, developed, or possessed by the other Party, whether in tangible or intangible form (collectively, "Confidential Information").
- (b) "Confidential Information" does not include any information that the Receiving Party conclusively establishes: (i) is required to be disclosed under applicable Ohio law; (ii) entered the public domain without Receiving Party's breach of any obligation owed to the disclosing Party; (iii) became known to the Receiving Party prior to the disclosing Party's disclosure of such information to such Receiving Party; (iv) is permitted to be disclosed by the prior written consent of the disclosing Party; (v) became known to the Receiving Party from a source other than the disclosing Party, other than by breach of any obligation of confidentiality owed to the disclosing Party; or (vi) was independently developed by the Receiving Party without breach of this Agreement.
- (c) The Receiving Party shall take all lawful measures to prevent the unauthorized use and disclosure of Confidential Information, and to prevent unauthorized persons or entities from obtaining or using Confidential Information. The Receiving Party shall refrain from directly or indirectly taking any action that would constitute or facilitate the unauthorized use or disclosure of Confidential Information.
- (d) The Receiving Party may disclose Confidential Information to its officers and employees to the extent necessary to enable the Receiving Party to perform its obligations hereunder.
- (e) The Receiving Party may disclose the terms of this Agreement to (i) its attorneys and other professional advisors who have a professional duty to the Receiving Party to keep confidential such information or (ii) a third party that has entered into a reasonably standard confidentiality agreement with the Receiving Party that prohibits such third party from disclosing such terms, where such third party requires to review this Agreement for purposes of evaluating a proposed (A) purchase by such third party of assets of or equity interests in the Receiving Party or (B) financing transaction involving the borrowing of

funds or establishing a credit facility or other financing arrangement, in each case where Receiving Party would be the borrower or guarantor of such debt.

- (f) If the Receiving Party is required to disclose Confidential Information in order to comply with applicable law, regulations, court order, or other legal process, the Receiving Party agrees to provide reasonable advance written notice to the disclosing Party and each of the Parties shall use its reasonable efforts to secure confidential treatment of the Confidential Information to be disclosed (whether through protective orders or otherwise) and to ensure that only the minimum amount of Confidential Information necessary to comply with such requirements is disclosed.

16. **Assignment; Binding Effect.** No rights or obligations under this Agreement may be assigned or delegated by Host without the prior written consent of WTC. Any purported assignment or delegation in violation of this Section is void *ab initio*. All of the terms of this Agreement will apply to, be binding upon, and enure to the benefit of the Parties hereto, their successors, and permitted assigns. Subject to the immediately preceding sentence, no third party will have any rights or remedies under this Agreement.

17. **Relationship of the Parties.** The Parties are acting herein solely as independent contractors. Nothing herein contained will create or be construed as creating a partnership, joint venture, or agency relationship between the Parties. Each Party acknowledges and agrees that it neither has nor will give the appearance or impression of having any legal authority to bind or commit the other Party in any way. Each Party will be solely responsible for all wages, income taxes, worker's compensation, and any other requirements for all personnel it supplies in connection with this Agreement.

18. **Jurisdiction and Governing Law.** Notwithstanding the place where this Agreement may be executed by either Party, this Agreement and any claim, controversy, dispute or other matter arising hereunder or related hereto (whether by contract, tort or otherwise) shall be governed in accordance with the laws of the State of Ohio, without regard to the conflict of laws provisions thereof that would result in the application of the laws of any other jurisdiction. In any litigation arising out of or relating to this Agreement, the Parties agree that venue shall be solely in either the United States District Court, Northern District of Ohio, or an Ohio state court located in Erie County, Ohio.

19. **Rights and Remedies.** The rights and remedies provided by this Agreement are given in addition to any other rights and remedies either Party may have by law, statute, ordinance or otherwise. All such rights and remedies are intended to be cumulative, and the use of any one right or remedy by either Party shall not preclude or waive its right to any or all other rights or remedies.

20. **Notices.** All notices, requests, demands, and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given if emailed, hand delivered, or delivered by certified or registered mail or by overnight delivery service:

If to Host:

CITY OF SANDUSKY
240 Columbus Avenue
Sandusky, Ohio 44870
Attention: Eric Wobser, City Manager
E-mail: Ewobser@ci.sandusky.oh.us

(Or to such other address as Host furnishes to the other Parties in writing in accordance with this Section)

If to LESI:

LAKE ERIE SHORES & ISLAND
770 S.E. Catawba Rd.
Port Clinton, Ohio 43452
Attention: Larry Fletcher, President
E-mail: larry@shoresandislands.com

(Or to such other address as LESI furnishes to the other Parties in writing in accordance with this Section)

If to WTC:

WORLD TRIATHLON CORPORATION
3407 W. Dr. Martin Luther King Jr. Blvd., Suite 100
Tampa, Florida 33607
Attention: Chief Legal Officer
E-mail: Legal@ironman.com

(Or to such other address as WTC furnishes to the other Parties in writing in accordance with this Section)

21. **No Oral or Implied Waivers or Modifications.** If either Party fails to enforce any of the provisions of this Agreement or any rights hereunder or fails to exercise any election provided in this Agreement, it will not be considered to be a waiver of those provisions, rights or elections or in any way affect the validity of this Agreement. The failure of either Party to exercise any of these provisions, rights or elections will not preclude or prejudice such Party from later enforcing or exercising the same or any other provisions, rights or elections which it may have under this Agreement. No waiver will be of any force or effect unless set forth in a writing signed by the Party whose right is being waived. Subject to the immediately preceding sentence, no modifications to this Agreement will be binding upon the Parties unless modified, amended, cancelled, renewed, or extended in a writing signed by both Parties.

22. **Entire Agreement.** This Agreement (including all exhibits hereto) sets forth the entire agreement and understanding of the Parties relating to the subject matter hereof, and, with respect to such subject matter, supersedes all prior agreements, arrangements and understandings, written or oral, between the Parties. Except as may be expressly set forth herein, there are no promises, conditions, representations, understanding, interpretations or terms of any kind as conditions or inducement to the execution hereof or in effect between the Parties.

23. **Interpretation.** The section headings included in this Agreement are for convenience of reference only and will not affect or be utilized in construing or interpreting this Agreement. If any term, clause or provision hereof is held invalid or unenforceable by the arbitrator or a court of competent jurisdiction, such invalidity will not affect the validity or operation of any other term, clause or provision and such invalid term, clause, or provision will be deemed to be severed from this Agreement, provided that both the economic and legal substance of the transactions that this Agreement contemplates are not affected in a manner materially adverse to either Party. This Agreement may be executed in counterparts, each of which will be deemed an original binding document but all of which will constitute one and the same instrument.

Neither this Agreement nor any provision herein will be construed in favor or against either Party based on which Party drafted this Agreement or such provision. The exchange of copies of this Agreement and of signature pages by facsimile transmission, by e-mail, in "portable document format" (PDF) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by a combination of any such means, constitutes effective execution and delivery of this Agreement as to the Parties and may be used in lieu of an original Agreement or signature pages for all purposes. For the avoidance of doubt: signatures of the Parties transmitted by facsimile, email, or other electronic means will be deemed to be their original signatures for all purposes.

[Signature page directly follows this page]

EXHIBIT "1"

The Parties have executed this Agreement to be effective as of the Effective Date.

WTC:

WORLD TRIATHLON CORPORATION

By: _____
Name: SHANE FACTEAU
Title: CHIEF OPERATING OFFICER

HOST:

CITY OF SANDUSKY

By: _____
Name: ERIC WOBSER
Title: CITY MANAGER

LAKE ERIE SHORES & ISLANDS

By: _____
Name: LARRY FLETCHER
Title: PRESIDENT

EXHIBIT "1"

[Exhibits to this Agreement follow this page]

EXHIBIT A

Annual Payments;
Wire Transfer Instructions

Regarding the Event for Race Year	Annual Payment to be paid by Host to WTC	Annual Payment Due Date
2022	\$25,000.00	January 31, 2022
2023	\$25,000.00	January 31, 2023
2024	\$25,000.00	January 31, 2024

Time is of the essence with respect to each such payment. All payments to WTC that are required or contemplated under this Agreement must be made in immediately available U.S. dollars via the following wire transfer instructions:

EXHIBIT "1"

Bank Name: Bank of America, NY NY
 Routing Number: 026009593
 Account Name: World Triathlon Corporation
 Account Number: 898052297785
 SWIFT Code: BOFAUS3N

EXHIBIT B

Host Support Services

With respect to each Event, and at **no cost to WTC**, Host or LESI (as applicable) shall, as the case may be, do, obtain, or provide (or cause to be done, obtained, or provided) the following:

- B-1. **Approvals & Permits.** Host shall ensure that, at no cost to WTC, WTC timely receives all governmental, regulatory, and third-party approvals, permits, access rights, business licenses, consents, ordinance exemptions, commitments, and licenses necessary or useful in connection with performance by Host or WTC of this Agreement, including without limitation the conducting of the Event, the Race, and the Expo, closures of roadways, use of amplified sound and music by WTC in connection with the Event, and Host’s provision of the Host Support Services (collectively, the “Approvals & Permits”). Host shall ensure that, 180 days prior to the Event, all Approvals & Permits with respect to the Event are obtained, and that all Approvals & Permits will remain in effect for and during the Event; in each case at no cost to WTC (e.g., no charges for site fees, access fees, rental fees, closure fees, licensee fees, application fees, environmental impact fees, permit fees, etc.).
- B-2. **Venues/Facilities.** During the Event Period and as necessary to accommodate the Event-related functions, Host shall coordinate with WTC to ensure the provision of the following venues, facilities, and/or spaces (as applicable):

USE	*TENTATIVE LOCATIONS	SPECIFICATIONS
SWIM COURSE	MARINA & LAUNCH RAMP	Provide closure to Marina on Race day only to provide safe swim for athletes. Host agrees to close the most west launch ramp for exit of swim and to implement barriers that will provide spacing between boaters and exiting swimmers. East side of ramp will remain open to boaters and monitored by safety patrol boats.
BIKE COURSE	USE OF LOCAL CITY AND COUNTY ROADS	Using city and county roads with closures to ensure safety of athletes, the closures will be, but limited to HWY 6 and HWY 101, for duration of the Event and allow for cleaning of course by WTC staff.
RUN COURSE	TRAIL AND CITY STREETS	Closed or Partial Closed - 13.1 mile run course on the trail and in city of Sandusky during the Event.
TRANSITION AREA	COLUMBUS STREET CITY PARKING LOT	70,000-100,000 square foot of space to allow for the transition area for bikes and athletes during the setup of Event area and Race day

FINISH LINE CHUTE	DOWNTOWN BETWEEN MICHIGAN AVE AND 2ND (SET UP ON FRIDAY AND REOPENED FOR BUSINESS MONDAY AM)	8,610-9690 square foot space - Space for spectators on either side of the chute, sound scaffolding, bleachers, and a jumbotron.
RACE OFFICE/COMMAND CENTER	TBD	Large meeting room (1,000 square foot space)
ATHLETE REGISTRATION	JACKSON STREET PIER EVENT SPACE	3,200 square foot space to process athletes over a three-day period (WTC to build tent for this area)
IRONMAN VILLAGE (EXPO)	JACKSON STREET PIER EVENT SPACE	20,000 square foot space to accommodate vendor booths near athlete registration (WTC to build tent for this area)
MERCHANDISE	JACKSON STREET PIER EVENT SPACE	5,600 square foot space near athlete registration and the finish line (WTC to build tent for this area)
BIKE TECH	JACKSON STREET PIER EVENT SPACE	1,000 square foot space adjacent to athlete registration (WTC to build tent for this area)
BIKE TRANSPORT LOT	TBD	2,000 square foot space adjacent to IRONMAN village to unload/load transported bikes to and from the event, as well as to Transition Area (WTC to build tent for this area).
VIP HOSPITALITY (RACE DAY)	NEAR SWIM START AND FINISH AREA	5,000 square foot space located near finish line (WTC to build tent for this area)
MEDICAL & MASSAGE AREA	NEAR FINISH AREA	5,000 square foot space located near finish line (WTC to build tent for this area)
ATHLETE RECOVERY AREA	NEAR FINISH AREA	10,000 square foot space located near finish line. (WTC to build tent for this area)
SECURED SUPPLY DEPOT	TBD	Secured 44,000 square foot outdoor space needed fourteen (14) days prior to race day and five (5) days after Event to organize event supplies and unload/load trucks.
EVENT PARKING	DOWNTOWN STREETS, BEACH PARKING LOT, AND HIGH SCHOOL	Provide parking for athletes, spectators, staff and vendors on areas of downtown street and high school.

** The Parties acknowledge that, as of the Effective Date, the exact dates, venues, facilities, and/or spaces to be used for the Event are not finalized and that, to the extent multiple locations are listed in the table set forth above, WTC will, in consultation with Host, determine the exact dates, venues, facilities, and/or spaces (as applicable) to be used for the Event.*

- B-3. **Resident & Business Notifications.** Host shall create and disburse resident & business notifications (to be pre-approved by WTC). Such notifications shall be sent to residents and businesses in areas impacted by the Event and the Race route and shall communicate any/all applicable traffic closures and impacts during the Event week and on the Race Date.
- B-4. **Race Course Exclusivity and Condition.** Host shall ensure that all roads, waterways, and all other public spaces to be used for the Race within its jurisdiction, authority, and control are closed to the public during the Race (and for a reasonable period before and after the Race) and are made exclusively available to WTC during such periods. Host shall ensure that all Race routes within Venue limits are in good condition during the Event.
- B-5. **Water Access and Safety.** Host will coordinate with the United States Coast Guard, Ohio Dept. of Natural Resources, and the Erie County Sheriff's Office to ensure a safe swim course with no boat traffic from 5:00am to 9:30 am on each Race Date. Host and WTC shall support and assist with the procurement of all lifeguards, watercrafts, and scuba divers needed to assure the highest level of water safety. Host shall ensure that there is adequate and safe ingress/egress for the swim portion of the Event (including, without limitation, ensure suitable entrance and exit points for barefoot swimming). Host will provide WTC with a clean water test report the day before each Event is to be held.
- B-6. **Police and Emergency Services Covered by Host.** Host shall ensure that the Sandusky PD, Sandusky EMS, and Sandusky Fire Department will command and ensure all emergency services needed to maintain public safety within the Sandusky city limits throughout the duration of each Event. For the avoidance of doubt, Host is responsible for the cost of all Race day police and emergency services fees within the city limits of Sandusky. Host shall install a special command post (temporarily installed at the library or another mutually agreed upon location) that will bring together all three emergency services (Sandusky police, fire and ambulance), private security, volunteer security personnel, and communications. LESI is responsible for the cost of all Race day police and emergency fees outside the city limits of Sandusky.
- B-7. **Police and Emergency Services Covered by LESI.** LESI shall ensure that police, EMS, and Fire Department services will be available to command and ensure all emergency services needed to maintain public safety outside the Sandusky city limits throughout the duration of each Event. For the avoidance of doubt, LESI is responsible for the cost of all Race day police and emergency services fees outside the city limits of Sandusky. LESI shall install a special command post (temporarily installed at a mutually agreed upon location) that will bring together all three emergency services (police, fire and ambulance).
- B-8. **Parking Services.** Host and WTC shall coordinate the provision of satellite parking lots (with parking lot attendants) outside of the operations perimeter. Host shall provide (or cause to be provided) dedicated Race day parking on the streets and in parking decks of the downtown area.
- B-9. **Medical Professionals and Ambulance Services.** The Parties shall ensure that ambulances will be distributed strategically at the Venue, transition area, celebration areas, along the Race route, and the Event medical area. WTC shall provide its official medical plan to Host and shall provide a reasonable opportunity for Host to review and comment on the official medical plan prior to execution of this Agreement. The Parties shall arrange for the provision of a team of medical professionals, including a Medical Director, who will coordinate and implement WTC's official medical plan. Host acknowledges that an Event medical team of no less than two (2) licensed medical professionals will be required for the Event. Host shall ensure that dedicated EMS units will be on hand to respond to emergency transport needs and the general public on the day of the Event.

- B-10. **Volunteer Recruitment.** Host shall assist WTC's Volunteer Coordinator to recruit and arrange sufficient volunteer manpower (approximately three thousand (3,000) Event volunteers) to operate a successful Event.
- B-11. **Coordination of Auxiliary Work Space.** Host will provide good and efficient locations for auxiliary workspace, including warehouse/storage space. Host shall supply the necessary workspace for the following Event needs and functions:
- VIP function space
 - Victory celebration area (Finish Area)
 - Press conference – media and business center
 - Meeting rooms for WTC/Event sponsor meetings
 - Paved area for operations, logistics, shipping, and receiving
- B-12. **No Construction.** Unless reasonably required and unavoidable, Host shall not begin, permit, and/or effect any structural, engineering, beautification, or related works during the Event and the week prior to the Event.
- B-13. **Street Cleaning.** Immediately prior to and after each Event, Host shall be responsible for sweeping and cleaning up all streets and other areas used for the Event within Sandusky city limits.
- B-14. **VIP Experience Support.** Host will work with WTC and shall, as reasonably requested by WTC, use best efforts to ensure a memorable experience for all Event VIPs.

EXHIBIT "1"

EXHIBIT C

TRADEMARK STANDARDS & USAGE GUIDELINES: EVENT-SPECIFIC LOGO

Sample Event Logo

Each Event will feature one or more IRONMAN 70.3®-branded logos customized by WTC for such Event (each, an “Event Logo”). WTC will design, create, and provide each Event Logo. The following is an example of an event logo from a different event:

WTC may elect to, from time to time, modify the Event Logo by adding the name of a “title” sponsor or “presenting” sponsor to such logo.



General

The Event Logo must be used consistently and not altered. Modifications, variations, and incorrect uses of any Event Logo dilute the IRONMAN® brand and create consumer confusion, and are therefore not permitted. You play a vital role in protecting the integrity of WTC’s intellectual property, such as the Event Logo. Please familiarize yourself with the following TRADEMARK STANDARDS & USAGE GUIDELINES, which you are required to follow when using any Event Logo in connection with any Event.

Pre-Approval Requirement

Without exception, all proposed uses of the Event Logo must be submitted to WTC for review **PRIOR TO USAGE**. All approval requests for use of any Event Logo must be submitted, along with a high resolution PDF image of the proposed use, to approvals@ironman.com for review by WTC. Please allow at least ten (10) business days for all approval requests to be answered. Any proposed use or item submitted that is not approved by WTC in writing within fifteen (15) days shall be deemed disapproved.

Trademark Ownership & Required Notice

Each Event Logo is, and shall remain, the property of WTC. Any and all rights to, in, and under the Event Logo, or any copyright or other intellectual property of WTC, shall enure solely to the benefit of WTC.

Notice must be given to the public that World Triathlon Corporation claims ownership of the Event Logo. Therefore, the following legal notice must clearly appear, in no smaller than 6-point size typeface, on all of your printed materials, products, websites, and all other items on which any Event Logo is used:

IRONMAN® and 70.3® are registered trademarks of World Triathlon Corporation. Used herein by permission.

Other Requirements

Each use by Host of the Event Logo must:

- Be solely and directly related to performing Host's obligations, or exercising its rights, under this Agreement;
- Not be on any merchandise or services for sale or distribution (except to the extent expressly and specifically authorized by this Agreement or separate written agreement with WTC);
- Not constitute or involve transfer or assignment of the License or sub-license of any Event Logo; and
- Not have anything embedded in, added to, or superimposed on the Event Logo, or have any colors or color scheme different than that approved by WTC.

General

Do not use "iron" (or any foreign translation thereof) as a prefix for, or component of, any words – whether displayed as one word (e.g., "ironwoman", "ironfamily", or "ironmate"), as two separate words (e.g., "iron woman", "iron family", or "iron mate"), or as a hyphenated word (e.g., "iron-woman", "iron-family", or "iron-mate"). (Exceptions include IRONMAN[®], IRONKIDS[®], and IRON GIRL[®], all of which are trademarks owned by WTC.)

Please adhere to the following regarding use of the terms "IRONMAN[®]" and "IRONMAN[®] 70.3[®]":

- IRONMAN[®] must be a single word, never hyphenated, and never capitalized as "IronMan".
- IRONMAN[®] and 70.3[®] must be two (2) separate words separated by no more and no less than one (1) character space.
- IRONMAN[®] is a brand name – an identifier of a specific source of goods and services. It is not an indicator of distance. "IRONMAN" must never be used as a standalone term or to denote distance. (e.g., never as "Ironman distance" or "Iron distance").
- IRONMAN[®] 70.3[®] is a brand name – an identifier of a specific source of goods and services. It is not an indicator of distance. "IRONMAN" must never be used as a standalone term or to denote distance. (e.g., never as "half ironman", "half ironman distance", or "half iron distance").
- 70.3[®] is a brand name – an identifier of a specific source of goods and services. It is not an indicator of distance. "70.3" must never be used as a standalone term to denote distance. (e.g., never as "70.3 miles")
- IRONMAN[®] should never be abbreviated as "IM."
- IRONMAN[®] 70.3[®] should never be abbreviated as "IM70.3."
- Stand-alone references to "an IRONMAN" or "a 70.3" are improper. Please add "triathlon" to such phrases (e.g., "an IRONMAN[®] 70.3[®] triathlon").

Please adhere to the following regarding use of the terms "IRONKIDS[®]":

- IRONKIDS[®] must be a single word, never hyphenated, and "IronKids" is always capital letter "I" and capital letter "K" when used in title case.

- IRONKIDS® is a brand name – an identifier of a specific source of goods and services. It is not an indicator of distance. “IRONKIDS” must never be used as a standalone term or to denote distance. (e.g., never as “IronKids distance”).
- IRONKIDS® should never be abbreviated as “IK.”
- Stand-alone references to “an IRONKIDS” are improper. Please add “dip ‘n’ dash” or “fun run” or other applicable word to such phrase (e.g., “an IRONKIDS® fun run”).

Please adhere to the following regarding use of the terms “Iron Girl®”:

- Iron Girl® must be two (2) separate words on the same line and “Iron Girl” is always capital letter “I” and capital letter “G.”
- Iron Girl® should never be abbreviated as “IG”.
- Iron Girl® is a brand name – an identifier of a specific source of goods and services. It is not an indicator of distance. “Iron Girl” must never be used as a standalone term or to denote distance. (e.g., never as “Iron Girl distance”).
- Stand-alone references to “an Iron Girl” are improper. Please add “half marathon” or “triathlon” or other applicable word to such phrase (e.g., “an Iron Girl® triathlon”).

EXHIBIT "1"

EXHIBIT D

RESTRICTED SPONSORSHIP CATEGORIES

COMPRESSION APPAREL	RACE REGISTRATION
WETSUIT	WATCH/TIMING
SUNGLASSES	GPS/FITBIT
MEDALS	ON-COURSE NUTRITION
FOOTWEAR	CHARITY
ENERGY BAR	RACE PHOTOGRAPHY
ENERGY GEL	SUNSCREEN
ISOTONIC / SPORTS BEVERAGE	INSOLES
ENERGY DRINKS	RECOVERY SANDAL
RECOVERY BEVERAGE	RECYCLING/GARBAGE/WASTE MANAGEMENT
SUPPLEMENTS	ONLINE TRAINING PLATFORM
CELL PHONE CASE	BEER
HEADPHONES	HOTEL
LIFESTYLE APPAREL	TRAVEL PARTNER
PERFORMANCE APPAREL	BIKE APPAREL & ACCESSORIES
SWIM APPAREL & ACCESSORIES	

EXHIBIT "1"



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

To: Eric Wobser, City Manager

From: Nicole Grohe, Community Development Programs Administrator

Date: October 19, 2021

Subject: Commission Agenda Item – Community Housing Impact and Preservation (CHIP) Program Payment – 2202 Fallen Timbers Drive, Sandusky, OH

Item for Consideration: Legislation authorizing the City Manager to pay Jenmet Construction, LLC for eligible home repairs that were completed at 2202 Fallen Timbers Drive, Sandusky, OH 44870 through the Community Housing Impact and Preservation (CHIP) Program.

Background Information: In 2019, the City of Sandusky entered into a Partnership Agreement with Erie County and other local communities to secure and administer a grant through the Community Housing Impact and Preservation (CHIP) Program from the Ohio Development Services Agency to support the rehabilitation and development of affordable housing. As part of the agreement, the City of Sandusky committed to provide \$38,627.00 of federal housing program income funds towards the program.

Budgetary Information: The City will issue payment in the amount of \$32,833.00 to Jenmet Construction, LLC using federal housing program income funds. There is no impact on the City's General Fund.

Action Requested: Legislation authorizing a payment in the amount of \$32,833.00 to Jenmet Construction, LLC for eligible home repairs that were completed at 2202 Fallen Timbers Drive, Sandusky, OH 44870 through the Community Housing Impact and Preservation (CHIP) Program. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter in order to make payment in a timely manner for services already provided.

I concur with this recommendation:

Jonathan Holody
Community Development Director

Nicole Grohe
Community Development Programs Administrator

Eric Wobser
City Manager

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

CERTIFICATE OF FUNDS

In the Matter of: Jenmet Construction- CHIP Program

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

Account # 239-4930-53000

By: 

Michelle Reeder

Finance Director

Dated: 10/18/2021



COMMUNITY DEVELOPMENT

222 Meigs Street
Sandusky, Ohio 44870
419.627.5847
www.ci.sandusky.oh.us

April 15, 2019

Ohio Development Services Agency
Office of Community Development
77 S. High Street
Columbus, OH 43215

Re: Commitment of Housing Program Income Funds to PY 2019 Erie County CHIP

The City of Sandusky, partner in the PY2019 Erie County Community Housing Impact and Preservation (CHIP) Program, commits \$42,918 in uncommitted HOME funds. The funds will be committed as follows:

- \$38,627 of HOME funds will be leveraged to the Private Owner Rehabilitation activity. The funds will supplement the CHIP activity, and will be used on a CHIP funded project. The commitment of funds will not result in additional outcomes beyond those projected in the application. There are seven Private Owner Rehabilitation outcomes projected to be completed within the City of Sandusky.
- \$4,291 of HOME funds will be leveraged for the PY19 Erie County CHIP Program administration. The uncommitted balance of the City of Sandusky's housing program income is \$0.

All committed funds will be expended between September 1, 2019 and October 31, 2021.

Sincerely,

Eric Wobser
City Manager

REQUEST FOR CONTRACTOR PAYMENT
Erie County Board of Commissioners
Community Housing Impact & Preservation
Private Rehabilitation

DATE: September 24, 2021
TO: Zachary Rospert
PROJECT: Private Rehabilitation
FUNDING SOURCE
INVOICED: Erie County Board of Commissioners (CHIP) HOME & Sandusky City Program
Income (HOME) Funds

I request that you prepare a payment in the contractor's name for the following:

CLIENT'S NAME: Harrison Smith
CLIENT #: ERSA19PR17927
GRANT #: B-C-19-1AU-2/SCPI
ADDRESS: 2202 Fallen Timber Dr. Sandusky, OH 44870
NAME OF CONTRACTOR: Jenmet Construction, LLC
ADDRESS OF CONTRACTOR: 5000 Pearl Ave. Lorain, OH. 44055
INVOICE DATE: 9/21/21
INVOICE NUMBER: 9730

Acct
239-4930-5300C

Nicole Golde

CONTRACT DATE: 05/27/2021
TOTAL PROJECT AUTHORIZATION: \$ 1,979.00 (HOME)
\$32,833.00 (SCPI)

TOTAL PAID PRIOR TO THIS REQUEST: \$0.00

PAID THIS REQUEST: \$ 1,979.00 (HOME)
\$32,833.00 (SCPI) City portion

CUMULATIVE PAID WITH THIS REQUEST: \$34,812.00

JH

9/24/21
Date

Shari Zibert
Shari Zibert

9/27/21
Date

Jessica Donovan
Jessica Donovan

CERTIFICATE OF FUNDS

In the Matter of: Jenmet Construction- CHIP Program

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

Account # 239-4930-53000

By: _____



Michelle Reeder

Finance Director

Dated: 10/18/2021

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER AND/OR FINANCE DIRECTOR TO MAKE PAYMENT TO JENMET CONSTRUCTION, LLC OF LORAIN, OHIO FOR SERVICES RELATED TO THE COMMUNITY HOUSING IMPACT AND PRESERVATION (CHIP) PROGRAM; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the CHIP Program provides grants to eligible communities interested in undertaking housing-related activities and the grants are awarded competitively and encourage a flexible, community-wide approach to improving and providing affordable housing for low- and moderate-income persons, and strengthening neighborhoods through community collaboration; and

WHEREAS, this City Commission authorized and directed the City Manager to enter into a Partnership Agreement between the City of Sandusky, the Board of Erie County Commissioners, the City of Huron, and the City of Vermilion relating to the CHIP program and approved the submission of a grant application by the Board of Erie County Commissioners for Program Year 2019 through the Ohio Development Services Agency's office of Community Development by Ordinance No. 19-025, passed on February 25, 2019; and

WHEREAS, pursuant to the agreement, the City committed to provide \$38,627.00 of federal housing program income funds to the PY19 CHIP Program for private owner rehabilitation activity; and

WHEREAS, the Board of Erie County Commissioner contracted with Great Lakes Community Action Partnership (GLCAP) to administer and implement the CHIP grant program and pursuant to this agreement, payments are made directly to construction contractors for obligations made for private rehabilitation and home repair; and

WHEREAS, the City received a Request for Contractor Payment from GLCAP through the Erie County Board of Commissioners for services rendered at 2202 Fallen Timber Drive, Sandusky, by Jenmet Construction, LLC of Lorain, Ohio, in the amount of \$34,833.00 of which \$32,833.00 is to be paid by the City using federal housing program income funds as committed to the PY19 CHIP Program and in accordance with the Partnership Agreement; and

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

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

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

Section 1. This City Commission authorizes and directs the City Manager and/or Finance Director to make payment to Jenmet Construction, LLC of Lorain, Ohio, for services related to the Community Housing Impact and Preservation (CHIP) Program in an amount **not to exceed** Thirty Two Thousand Eight Hundred Thirty Three and 00/100 Dollars (\$32,833.00) consistent with the request for contractor payment submitted to the City.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: October 25, 2021



CITY MANAGER'S OFFICE

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5729
www.cityofsandusky.com

To: Eric L. Wobser, City Manager
From: John Orzech, Assistant City Manager
Date: October 18, 2021
Subject: Commission Agenda Item – Natural Gas Aggregation

Item for Consideration: Legislation authorizing a three year endorsement (opt-in) agreement beginning with the December 2021 bill cycle between the City of Sandusky and Constellation NewEnergy - Gas Division for the City's residential Natural Gas Aggregation Program.

Background Information: Constellation NewEnergy - Gas Division is the current supplier for the Natural Gas Aggregation Program through November 2021 bill cycle at a rate of \$.373/Ccf.

The City Commission approved an agreement with Buckeye Energy Brokers, Inc. to provide services in providing consumers a choice to realize meaningful savings in the purchase of natural gas. Buckeye Energy Brokers, Inc. has recommended Constellation NewEnergy - Gas Division for the City's residential Natural Gas Aggregation Program. For the months of December 2021 through March 2022, the rate for natural gas will be determined by using the NYMEX (New York Mercantile Exchange) close on the 19th day of the month for the applicable gas flow month plus a fixed adder at this time is estimated at \$0.109 and for the months of April 2022 through November 24, the rate will be fixed at \$0.570 per Ccf.

Budgetary Information: There is no direct impact to the General Fund.

Action Requested: It is requested that an Ordinance be passed authorizing a three year endorsement (opt-in) agreement beginning with the December 2021 bill cycle between the City of Sandusky and Constellation NewEnergy - Gas Division for the City's residential Natural Gas Aggregation Program. It is further requested that the legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter to allow for timely services related to the supply of natural gas to City residents.

I concur with this recommendation:

John Orzech, Assistant City Manager

Eric L. Wobser, City Manager

cc: Commission Clerk
Eric Wobser, City Manager

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A THIRD AMENDMENT TO THE ENDORSEMENT AGREEMENT WITH CONSTELLATION NEWENERGY - GAS DIVISION, LLC, FOR THE CITY'S NATURAL GAS AGGREGATION PROGRAM; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City Commission approved an agreement with Buckeye Energy Brokers, Inc., to provide services in offering consumers a choice to realize meaningful savings in the purchase of natural gas by Ordinance No. 06-071, passed on August 14, 2006, and subsequently has entered into agreements with various suppliers for services to continue the Opt-In Natural Gas Program; and

WHEREAS, the City Commission approved an Endorsement Agreement with Constellation Energy Services - Natural Gas, LLC, for the City's Natural Gas Aggregation Program for a period of twenty-four (24) months by Ordinance No. 15-118, passed on September 14, 2015, which expired with the final billing cycle in November of 2017; and

WHEREAS, the City Commission approved an Amendment to the Endorsement Agreement with Constellation Energy Services - Natural Gas, LLC, for the City's Natural Gas Aggregation Program for a period of twenty-four (24) months by Ordinance No. 17-190, passed on October 10, 2017, which expired with the final billing cycle in November of 2019; and

WHEREAS, the City Commission approved a Second Amendment to the Endorsement Agreement with Constellation Energy Services - Natural Gas, LLC, for the City's Natural Gas Aggregation Program for a period of twenty-four (24) months by Ordinance No. 19-140, passed on August 26, 2019, which expires with the final billing cycle in November of 2021; and

WHEREAS, Buckeye Energy Brokers, Inc. has recommended Constellation NewEnergy - Gas Division, LLC for the City's residential Natural Gas Aggregation Program for a period of thirty-six (36) months, and for the months of December 2021 through March 2022, the rate for natural gas will be determined by using the NYMEX (New York Mercantile Exchange) close on the 19th day of the month for the applicable gas flow month plus a fix adder and at this time is estimated at \$0.109 per Ccf and for the months of April 2022 through November 2024, the rate will be fixed at \$0.570per Ccf; and

WHEREAS, the City of Sandusky is authorized by Article 18, Section 3 of the Ohio Constitution to exercise all powers of local self-government and to adopt and enforce within their limits such local police, sanitary and other similar regulations, as are not in conflict with general laws; 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 agreement and allow for timely services related to the supply of natural gas to City residents; and

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

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

Section 1. This City Commission hereby approves the form of the Third Amendment to the Endorsement Agreement with Constellation NewEnergy - Gas Division, LLC, for a period of thirty-six (36) months commencing on December 1, 2021, for the City's Natural Gas Aggregation Program, a copy of which is attached and marked Exhibit "1", and the City Manager is authorized to execute the agreement on behalf of the City in substantially the same form together with such revisions or additions as are approved by the Law Director as being consistent with the objectives and requirements of this Ordinance and with carrying out the City's public purposes.

Section 2. This City Commission hereby authorizes the City Manager, Director of Law, Director of Finance, City Engineer and any other City officials as appropriate to provide such information and do such other things as are necessary for and incidental to carrying out the requirements of this Ordinance and the terms of the agreement.

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

Section 4. This 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:

CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: October 25, 2021

Third Amendment to Endorsement Agreement

THIS THIRD AMENDMENT is entered into on December 1, 2021, by and between Constellation NewEnergy – Gas Division, LLC (“**Constellation**”) and City of Sandusky (“**City**”). Each of Constellation and the Customer may be referred to individually herein as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, Constellation and City are parties to a Endorsement Agreement dated December 1, 2015 (the “Contract”); and

WHEREAS, Constellation and City desire to amend the Contract as set forth below.

NOW, THEREFORE, in consideration of the mutual premises and promises of the parties, the adequacy and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The first sentence of Section 3, shall be deleted in its entirety and replaced with the following:

“This Agreement shall commence on December 1, 2021 and, unless terminated earlier as otherwise provided in this Agreement, will continue for a period of thirty-six (36) months (the “Term”).”

2. Section 5 shall be deleted in its entirety and replaced with the following:

“Constellation shall make the following program available to Eligible Consumers during the Initial Enrollment Period: City of Sandusky, OH price program (“City Price Program”).”

For the months of December 2021 through March 2022 Constellation shall use the NYMEX close on the 19th day of the month for the applicable gas flow month plus a fixed adder of \$0.109 per Ccf. For the months of April 2022 through November 2024 your price will be a fixed rate of \$0.570 per Ccf.

City hereby represents and warrants that it is authorized to act as agent regarding natural gas pricing decisions for all Aggregation Members. Aggregation Members will not be charged an early termination fee by Constellation for leaving the program prior to the end of the Term.

3. A revised Exhibit A, attached hereto as Exhibit 1, supersedes and replaces any and all prior Exhibit A.
4. Except as expressly set forth herein, all other terms and provisions of the Contract remain unchanged and continue to be in full force and effect. The Contract (as amended hereby) constitutes the entire agreement of the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Parties hereto have caused this Third Amendment to be executed as of the date first written above.

Constellation NewEnergy – Gas Division, LLC

City of Sandusky

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____



FIRE DEPARTMENT

600 West Market Street
Sandusky, Ohio 44870
419.627.5822
Fire Prevention 419.627.5823
Fax 419.627.5820
www.ci.sandusky.oh.us

TO: Eric Wobser, City Manager
FROM: James Green, Interim Fire Chief
DATE: October 12, 2021
RE: Commission Agenda Item

ITEM FOR CONSIDERATION: Requesting legislation authorizing the City Manager to purchase one (1) 2022 Sutphen Heavy Duty Pumper with Custom Sutphen Monarch Chassis from Sutphen Corporation of Dublin, Ohio, through the Ohio State Cooperative Purchasing Program schedule contract #800814, in the amount of \$642,345.00.

BACKGROUND INFORMATION: It has been determined by the Interim Fire Chief, Fleet Maintenance Foreman and the committee members from the Sandusky Fire Department to replace the 2002 Pierce Snuzzle Engine as it has exceeded its useful life as a front line engine and will be placed in a reserve status. Equipment for the 2022 Sutphen Heavy Duty Pumper will be purchased later in 2022.

BUDGETARY INFORMATION: The total amount for the 2022 Sutphen Heavy Duty Pumper purchase is **\$642,345.00** through the Ohio State Cooperative Purchasing Program Schedule contract #800814. The cost of this purchase will be paid from Capital Funds.

ACTION REQUESTED: It is requested that the proper legislation be prepared to purchase the 2022 Sutphen Heavy Duty Pumper with Custom Sutphen Monarch Chassis from Sutphen Corporation of Dublin, Ohio, through the Ohio State Cooperative Purchasing Program schedule contract #800814 in an amount not to exceed **\$642,345.00**. It is also requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter to allow the order to be placed as soon as possible as the delivery time is approximately 17-19 months from the date of the contract signing.

Approved:

I concur with this recommendation:

James Green, Interim Fire Chief

Eric Wobser, City Manager

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

CERTIFICATE OF FUNDS

In the Matter of: Fire Department 2022 Sutphen Pumper Truck

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

Account # 431-1330-55660

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 10/18/2021



SUTPHEN

PROPOSAL

TO THE:
Sandusky, OH

DATE: October 1st, 2021

We hereby propose and agree to furnish the following firefighting equipment upon your acceptance of this proposal:

**One (1) Sutphen Heavy Duty Pumper with Custom Sutphen Monarch Chassis
Complete and Delivered for the Total Sum of\$642,345.00***

**This price is based payment in full at the time of delivery.*

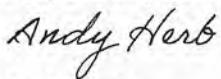
**This price includes a \$30,000 allowance for FMI shelves, trays and tool mounting*

**This price and proposal are based on Ohio State Term Schedule number 800814*

The unit shall be manufactured completely in accordance to the following proposal and delivered in approximately **17-19** months from the date of the contract signing or purchase order, subject to delays from all causes beyond our control.

This proposal shall be valid for 45 days. If the contract or purchase order is not received within this proposed duration, we reserve the right to extend, withdraw, or modify our proposal, including pricing, delivery times, and prepayment discounts as applicable.

Respectfully submitted,



Andy Herb
Herb Fire Equipment
(614) 329-1610



SUTPHEN CORPORATION

6450 Eiterman Road | Dublin, OH 43016 | 1-800-848-5860

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE PURCHASE OF A 2022 SUTPHEN HEAVY DUTY PUMPER WITH CUSTOM SUTPHEN MONARCH CHASSIS THROUGH THE STATE OF OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES COOPERATIVE PURCHASING PROGRAM FROM SUTPHEN CORPORATION OF DUBLIN, OHIO; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, a determination was made by the Fire Chief, Fleet Maintenance Foreman, and committee members from the Sandusky Fire Department to replace the 2002 Pierce Snozzle Engine, determined by the Fleet Maintenance Foreman to have exceeded its useful life as a front line engine, with a 2022 Sutphen Heavy Duty Pumper and place the 2002 Pierce Snozzel Engine into reserve status; and

WHEREAS, the 2022 Sutphen Heavy Duty Pumper with Custom Sutphen Monarch Chassis is available through the State of Ohio Cooperative Purchasing Program from Sutphen Corporation of Dublin, Ohio, thereby allowing local political subdivisions to purchase items that have been competitively bid from the successful state vendor giving the City the benefit of the State's negotiated price and eliminating the necessity of formal bidding; and

WHEREAS, the cost for the 2022 Sutphen Heavy Duty Pumper with Custom Sutphen Monarch Chassis is \$642,345.00 and will be paid with Capital Funds; and

WHEREAS, equipment for the 2022 Sutphen Heavy Duty Pumper will be purchased later in 2022; 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 placed as soon as possible as the lead time for delivery is approximately 17-19 months from receipt of a signed contract; and

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

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

Section 1. This City Commission authorizes and directs the City Manager to enter into an agreement for the purchase of a 2022 Sutphen Heavy Duty Pumper with Custom Sutphen Monarch Chassis from Sutphen Corporation of Dublin, Ohio, through the State of Ohio Department of Administrative Services Cooperative Purchasing Program, Contract #800814, at an amount **not to exceed** Six Hundred Forty Two Thousand Three Hundred Forty Five and 00/100 Dollars (\$642,345.00).

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST:

CATHLEEN A. MYERS
INTERIM CLERK OF THE CITY COMMISSION

Passed: October 25, 2021



ADMINISTRATIVE SERVICES

240 Columbus Ave.
Sandusky, Ohio 44870

To: Eric Wobser, City Manager

From: Stuart Hamilton, I.T Manager, Jared Oliver, Chief of Police, Jim Green, Interim Fire Chief.

Date: October 13th, 2021

Subject: **Commission Agenda Item – Emergency Radio Simulcast Project**

ITEM FOR CONSIDERATION: Requesting legislation authorizing the City Manager to purchase product and services from Vasu Communications Inc. of Avon, OH, through the State of Ohio, Department of Administrative Services, Cooperative Purchasing Program to install and configure an emergency radio simulcast solution in the amount of \$99,612.26. Authorization is also requested to trade-in old repeater and voter items and miscellaneous accessories that are unnecessary and unfit for City use pursuant to Section 25 of the City Charter.

BACKGROUND INFORMATION: Currently our emergency radio system is a plain old analog repeater and voter system. This older technology is extremely one dimensional and restrictive in both coverage and penetration and needs to be replaced as determined by the IT Manager, Police Chief, and Fire Chief. In essence, user one talks, the radio transmits this message to the voter and then the repeater re-broadcasts the message to the recipient. Once all this is complete, the reverse happens with the reply. This technology, while having served us over the years does not provide the level of communications that our emergency services require.

This project will install a highly available simulcast system that covers the city for both the Police and Fire departments. This simulcast system will operate in analog once implemented but will be fully P25 digital compliant and ready to move to digital radio communication when the time is right. All our handheld radios are already P25 compliant, so this puts us 100% ready to make the digital move when required to. We will implement three simulcast sites across the city that will function in unison for both services. This will greatly improve our coverage around the edges of the city, known bad spots and in the older building that are problematic for communication and safety reasons. The nature of “intelligent” simulcast allows for more reliable and clear radio communications with all sites working in unison and allowing direct two-way communication streams.

Equipment will be purchased from the Ohio State Contract # 573004-0

BUDGETARY INFORMATION: The total cost of the emergency radio simulcast system will be \$99,612.26, which includes a credit of \$2,500.00 for the old voters, voter cards, module, repeater, and miscellaneous accessory equipment, and will be paid from the Capital Fund.

ACTION REQUESTED: It is recommended that the proper legislation be prepared authorizing the City Manager to purchase product and services from Vasu Communications Inc. of Avon, OH, through the State of Ohio, Department of Administrative Services, Cooperative Purchasing Program to purchase the necessary equipment, install and configure an emergency radio simulcast solution and authorizing the trade-in of old repeater and voter items and miscellaneous accessories that are unnecessary and unfit for City use. It is requested that this legislation take effect in full accordance with Section 14 of the City Charter, to place the order as soon as possible as there is a long lead time on this system due to electronic shortages.



ADMINISTRATIVE SERVICES

240 Columbus Ave.
Sandusky, Ohio 44870

I concur with this recommendation:

Eric Wobser, City Manager

Stuart Hamilton, I.T Manager

Jared Oliver, Chief of Police

Jim Green, Interim Fire Chief

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

CERTIFICATE OF FUNDS

In the Matter of: Emergency Radio Simulcast Project

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

Account # 431-7080-54090

By:  _____

Michelle Reeder

Finance Director

Dated: 10/18/2021



QUOTATION

101000812

This is NOT an Invoice

Bill To:
 SANDUSKY, CITY OF
 Attn: STUART HAMILTON
 240 COLUMBUS AVE.
 SANDUSKY, OH 44870-2837

Ship To:
 SANDUSKY, CITY OF
 Attn: STUART HAMILTON
 240 COLUMBUS AVE.
 SANDUSKY, OH 44870-2837

Date: 10/13/2021		Customer Rep: AV		Terms: NET 30	
Qty	Item	Description	List Price / Discount	Price	Extended

3 SITE SIMULCAST 2CH FOR SANDUSKY PD & FIRE KAIROS STS
 ALL KENWOOD PRODUCTS LISTED ARE ON THE OHIO STATE CONTRACT #573004-0

QUOTE IS BASED ON REPLACING THE FIRE REPEATER AT CEMENT RD. & THE POLICE REPEATER AT THE PD WITH NEW SIMULCAST REPEATERS ALSO ADDING SIMULCAST REPEATERS AT THE WATER DEPT. TOWER FOR BOTH FIRE & PD, A PD SIMULCAST REPEATER AT CEMENT RD FOR THE PD & A FIRE SIMULCAST REPEATER AT THE PD FOR THE FIRE.

ALL CONNECTIVITY BETWEEN SITES WILL BE PROVIDED BY THE CITY ON THE EXISTING CITY NETWORK.
 TRADE IN IS BASED ON THE OLD REPEATER EQUIPMENT THAT IS BEING REPLACED.

Qty	Item	Description	List Price / Discount	Price	Extended
6	P10-10UL1-C5-001	100W 403-479MHZ AMP 10-20 W IN 100 WATT OUTPUT, 13.8 VDC 403-479MHz	1,850.00	1,850.00	11,100.00
6	JPN49913N	4' N MALE TO N MALE JUMPER 1mr-400	36.00	36.00	216.00
6	ka-450	Kenwood UHF Repeater with DMR 25W KAIROS	3,540.00 -708.00	2,832.00	16,992.00
6	KA-P25-SI	KAIROS P25 Simulcast license combo	9,500.00 -1,900.00	7,600.00	45,600.00
3	KA-RK2-BPM	19" Mount Panel for Two KAIROS Repeaters	435.00 -87.00	348.00	1,044.00
1	28-70-02A	UHF 450MHZ DUPLEXER	1,198.00	1,198.00	1,198.00
1	21-70-25-2D-TS	T-PASS TX EXP CH 10" 3-4 WV 5W-100W	1,771.00	1,771.00	1,771.00
3	KA-GPSM	GPS Receiver for Simulcast Operation	400.00 -80.00	320.00	960.00
2	85-58-13230-A-R1	HYBRID DIRECTIONAL CPLR 350-520 MHZ -3DB 100W	1,533.00	1,533.00	3,066.00
2	P450VDG	450MHZ GAS-FET PREAMP	233.25	233.25	466.50
2	ZFSC-2-11-N+	10-2000mhz 2-Way splitter/combiner N con nectors w/o Bracket 1W	130.00	130.00	260.00
9	JPN5195	5' 1mr195 jumper N Connectors	32.00	32.00	288.00



QUOTATION

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 SANDUSKY, OH 44870-2837

Ship To:
 SANDUSKY, CITY OF
 Attn: STUART HAMILTON
 240 COLUMBUS AVE.
 SANDUSKY, OH 44870-2837

Date: 10/13/2021		Customer Rep: AV		Terms: NET 30		
Qty	Item	Description	List Price / Discount	Price	Extended	
1	HDWE	MISC HARDWARE CONNECTORS & WIRE	0.00 400.00	400.00	400.00	
1	LABOR MISC		0.00 9,180.00	9,180.00	9,180.00	
		LABOR IS BASED ON INSTALLING 3 NEW SIMULCAST MULTIMODE P25 REPEATERS FOR THE SFD & 3 FOR SPD				
12	PROG-SYS	CUSTOM SYSTEM PROGRAMMING PER HOUR.	110.00 -5.00	105.00	1,260.00	
3	LP-GTR-NFF	DC-3000 MHZ, DC PASS, COAXIAL PROTECTORS , N(M) PROTECTED SIDE CONNECTOR, N(M) SUR	75.60	75.60	226.80	
3	EM-BGT13005-TJGPS/GLNSS	GPS BASE ANTENNA 5V 32DB	98.00	98.00	294.00	
3	JPN5195	5' lmr195 jumper N Connectors	32.00	32.00	96.00	
3	CUST-ANT-WALL-BRKT	CUSTOM WALL MNT ANT BRACKET	65.00	65.00	195.00	
3	JPN25-400	25' LMR 400 JUMPER N CONNECTORS BOTH SID	55.00	55.00	165.00	
0	USED-19-CAB	USED 19" RACK MOUNT CABINET	250.00	250.00	Option	
3	PT-RM5012M-IND	DUAL INDIVIDUAL 25A/12VDC 19in RACK MOU NT POWER SUPPLY WITH METERS (VASU)	605.00 -25.00	580.00	1,740.00	
3	BATT1	VASU LABELS BATTERY BACK UP WITH BATTERY NO SUPPLY	590.00	590.00	1,770.00	
12	RFN-1006-49I	CAPTIVE PIN N MALE CONNECTOR FOR LMR-400	10.33	10.33	123.96	



QUOTATION

101000812

This is NOT an Invoice

Bill To:
 SANDUSKY, CITY OF
 Attn: STUART HAMILTON
 240 COLUMBUS AVE.
 SANDUSKY, OH 44870-2837

Ship To:
 SANDUSKY, CITY OF
 Attn: STUART HAMILTON
 240 COLUMBUS AVE.
 SANDUSKY, OH 44870-2837

Date: 10/13/2021		Customer Rep: AV		Terms: NET 30		
Qty	Item	Description	List Price / Discount	Price	Extended	
150	LMR400	LMR 400 LOW LOSS CABLE, PER FT.	1.50 -0.10	1.40	210.00	
12	ENG-FEE	ENGINEERING FEES	130.00	130.00	1,560.00	
1	SHIPPING	SHIPPING CHARGES	0.00 500.00	500.00	500.00	
2	COORDINATION	APPROX FREQ COORD FEE	0.00 300.00	300.00	600.00	
2	FCC	FCC LICENSE FEES FOR BUSINESS	0.00 170.00	170.00	340.00	
2	LIC-PROCESSING	LICENSE PREPARATION/FILING FEES	210.00	210.00	420.00	
2	LIC-NOTIFICAT.	FCC CONSTRUCTED NOTIFICATION (NT)	35.00	35.00	70.00	
-1	TRADE-INS	TRADE-INS	0.00 2,500.00	2,500.00	-2,500.00	
		TRADE IN BASEd ON OLD REPEATERS & VOTER EQUIPMENT FROM POLICE AND FIRE NO LONGER NEEDED WITH THE NEW SYSTEM				

Acceptance of Proposal - The above prices and specifications are satisfactory and are hereby accepted.
 You are authorized to do the work as described above to do the work in a timely and professional manner.

Subtotal : \$99,612.26
 Tax : \$0.00
 Total Quote : \$99,612.26

Signature of Acceptance _____ Date _____

Vasu Communications, Inc.
 2432 Ridgeland Dr.
 Avon, OH 44011
 Phone: 440-934-5268

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO DISPOSE OF PERSONAL PROPERTY AS HAVING BECOME UNNECESSARY AND UNFIT FOR CITY USE PURSUANT TO SECTION 25 OF THE CITY CHARTER; AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXPEND FUNDS FOR THE PURCHASE AND INSTALLATION OF AN EMERGENCY RADIO SIMULCAST SYSTEM THROUGH THE STATE OF OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES COOPERATIVE PURCHASING PROGRAM FROM VASU COMMUNICATIONS, INC. OF AVON, OHIO, FOR THE POLICE AND FIRE DEPARTMENTS; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

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

WHEREAS, the City's current emergency radio system consists of an analog repeater and voter system in which the technology is older and extremely one dimensional and restrictive in both coverage and penetration and it has been determined by the IT Manager, Police Chief and Fire Chief that it no longer useful to the City and needs to be replaced; and

WHEREAS, it is recommended that two (2) JPS snv12 voters, three (3) svm-2 and one (1) svm-3 cards for the voters, a qmt-1 voter module, Tait TB8100, a T800 repeater & miscellaneous accessory equipment be declared obsolete, unnecessary and unfit for City use and traded-in for credit towards the new emergency radio simulcast system; and

WHEREAS, the City desires to purchase a new emergency radio simulcast system involving the installation of a highly available simulcast system that will encompass the City for both the Police and Fire Departments and will be fully P25 digital compliant and ready to shift to digital radio communication once implemented and includes the implementation of three (3) simulcast sites across the City that will function in unison for both police and fire services; and

WHEREAS, the purchase and installation of the emergency radio simulcast system is available from Vasu Communications Inc. of Avon, Ohio, through the State of Ohio Department of Administrative Services Cooperative Purchasing Program thereby, allowing local political subdivisions to purchase items that have been competitively bid from the successful state vendor giving the City the benefit of the State's negotiated price and eliminating the necessity of formal bidding; and

WHEREAS, the total cost of the purchase and installation of the emergency radio simulcast system is \$99,612.26, which includes a credit of \$2,500.00 for the old voters, voter cards, module, repeater, and miscellaneous accessory equipment, and will be paid with Capital 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 placed as soon as possible as there is a long lead time on this system due to electronic shortages; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Police and Fire 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 finds and determines that the two (2) JPS snv12 voters, three (3) svm-2 and one (1) svm-3 cards for the voters, a qmt-1 voter module, Tait TB8100, a T800 repeater & miscellaneous accessory equipment are unnecessary and unfit for City use pursuant to Section 25 of the City Charter and the City Manager is authorized and directed to dispose of the personal property through a purchase and trade process.

Section 2. The City Manager and/or Finance Director are authorized and directed to expend funds for the purchase and installation of an emergency radio simulcast system through the State of Ohio Department of Administrative Services, Contract #573004-0, from Vasu Communications, Inc., of Avon, Ohio, for the Police & Fire Departments at an amount **not to exceed** Ninety Nine Thousand Six Hundred Twelve and 26/100 Dollars (\$99,612.26).

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: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: October 25, 2021