



**SANDUSKY CITY COMMISSION
REGULAR SESSION AGENDA
NOVEMBER 08, 2021 AT 5 P.M.
CITY HALL, 240 COLUMBUS AVENUE**

INVOCATION	Wes Poole
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 25, 2021
AUDIENCE PARTICIPATION	
PRESENTATION	Swearing in of new Firefighter, Renso Laviena
PUBLIC HEARING	Proposed Amendments to the Zone Map for 1035 Hancock Street Jonathan Holody, Community Development Director
COMMUNICATIONS	Motion to accept all communications submitted below
CURRENT BUSINESS	

CONSENT AGENDA ITEMS

ITEM A – Submitted by Joshua Snyder, Public Works Engineer

CHAPTER 1157 FLOOD DAMAGE REDUCTION AMENDMENTS – SECOND 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 B – Submitted by Aaron Klein, Public Works Director

PURCHASE OF CHEMICALS FOR 2022

Budgetary Information: Funds for the purchase of these items are routinely included in the operating budgets of the Water and Sewer Plants.

1. ORDINANCE NO. _____: It is requested an ordinance be passed to purchase 12,000 gallons, more or less, of liquid sodium permanganate from Bonded Chemicals Inc., of Columbus, Ohio, for use at the Big Island Water Works Plant during the calendar year 2022, and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

2. ORDINANCE NO. _____: It is requested an ordinance be passed to purchase 17,000 gallons, more or less, of hydrofluosilicic acid from Univar USA Inc., of Cincinnati, Ohio, for use at the Big Island Water Works Plant during calendar year 2022; and declaring this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

3. ORDINANCE NO. _____: It is requested an ordinance be passed to purchase 50,000 gallons. More or less of sodium hydroxide liquid from JCI Jones Chemicals of Barberton, Ohio, for use at the big Island Water Works Plant during the calendar year 2022; and declaring this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

4. ORDINANCE NO. _____: It is requested an ordinance be passed to purchase 90,000 gallons, more or less, of sodium hypochlorite from Bonded Chemicals, Inc., of Columbus, Ohio, for use the Big Island Water Works Plant during the calendar year 2022; and declaring this ordinance shall take immediate effect in accordance with Section 14 off the City Charter.

5. ORDINANCE NO. _____: It is requested an ordinance be passed to purchase 600 wet tons, more or less, of aluminum sulfate polymer blend liquid from Applied Specialties, Inc., of Avon Lake, Ohio, for use at the Big Island Water Works Plant during the calendar year 2022; and declaring this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

6. ORDINANCE NO. _____: It is requested an ordinance be passed to purchase 123,000 pounds, more or less, of powdered activated carbon from Bonded Chemicals, Inc., of Columbus, Ohio, for use at the Big Island Water works Plant during the calendar year 2022; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

7. ORDINANCE NO. _____: It is requested an ordinance be passed to purchase 350,000 pounds, more or less, of ferrous chloride solution from Kemira Water Solutions, Inc., of Lawrence, Kansas, for use at the Wastewater Treatment Plant during the calendar year 2022: and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

8. ORDINANCE NO. _____: It is requested an ordinance be passed to purchase 88,000 pounds, more or less, of polymer liquid from SNF Polydyne Inc., of Riceboro, Georgia, for use the Wastewater Treatment Plant during the calendar year 2022; 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 SHORELINE, LLC

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

Notice to Legislative Authority for a new D5J (Spirituos liquor for on premises consumption only, beer, wine and mixed beverages for on premises, or off premises in original sealed containers, until 2:30 am.in a community entertainment district) **Liquor Permit for Shoreline LLC located at 129 Columbus Avenue.**

ITEM D – Submitted by Debi Eversole, Housing Development Specialist

PURCHASE AND SALE AGREEMENT THROUGH THE LAND REUTILIZATION PROGRAM

Budgetary Information: The cost associated with this purchase agreement is the total amount of the title examination, recording and transfer fees, survey and legal descriptions and deed preparation. Any such costs shall be recouped by the City from the nonrefundable earnest money deposits required to be paid by Purchasers upon sale.

ORDINANCE NO. _____: It is requested an ordinance be passed declaring that certain real property owned by the City as part of the Land Reutilization Program identified as Parcel no. 58-00387.000, located at 1722 Harrison Street, Sandusky, is no longer needed for any municipal purpose and authorizing execution of a purchase and sale agreement with respect to that real property; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM E – Submitted by Scott Thom, Chief Building Official

CONSULTING CONTRACT WITH GEORGE POULOS FOR CALENDAR YEAR 2022

Budgetary Information: Mr. Poulos will be paid at the rate of \$2,500.00 per month for work performed for a total of \$30,000.00. The cost of this contract will be paid with the Building Division operating budget. The plan review expense will be paid by the collection of plan review fees by the Building Division. This contract can be terminated at any time, by either party, with thirty (30) day-notice to the other party.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a consulting contract with George J. Poulos for calendar year 2022, and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM F – Submitted by Scott Thom, Chief Building Official

CONSULTING CONTRACT WITH ROBERT STADLER FOR ALTERNATE MASTER PLANS EXAMINER AND ALTERNATE BUILDING CONTRACTOR.

Budgetary Information: Mr. Stadler will be paid at the rate of \$55.00 per hour for work performed up to a maximum of \$7,500.00. The cost of this contract will be paid with the Building Division operating budget. The plan review expense will be paid by the collection of plan review fees by the Building Division. This contract can be terminated at any time, by either party, with thirty (30) day-notice to the other party.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a consulting contract with Robert G. Stadler for calendar year 2022; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM G – Submitted by Troy Vaccaro, Fleet Maintenance Chief Foreman

PERMISSION TO DISPOSE OF UNNEEDED ITEMS

Budgetary Information: Proceeds from the sale of items will be placed into the City's Issue 8 revenue account and the Law Entrustment Trust Fund.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to dispose of vehicles and miscellaneous items as having become unnecessary and unfit for City use pursuant to Section 25 of the City Charter; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM H – Submitted by Nichole Grohe, Community Development Grant Administrator

SERVING OUR SENIORS VEHICLE LEASE

Budgetary Information: There is no additional cost associated with this ordinance. It is intended to cooperatively plan for the future of transit services in Sandusky, Erie County political subdivisions and local agencies.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a lease agreement with Serving Our Seniors (SOS) for the purpose of leasing five (5) transit vehicles for use by the Sandusky Transit System for the period of October 1, 2021, through September 20, 2022; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM I – Submitted by Nichole Grohe, Community Development Grant Administrator

SERVING OUR SENIORS CONTRACT FOR TRANSPORTATION SERVICES

Budgetary Information: Sandusky Transit System (STS) will receive a monthly flat rate of \$17,620 from SOS for the length of the proposed contract to provide transportation services to existing Serving Our Seniors clients. This money collected will be used to offset the capital planning and operating expenses through the Ohio Department of Transportation (ODOT).

ORDINANCE NO. _____: It is requested an ordinance be passed authoring and directing the City Manager to enter into an agreement for transportation services between the City of Sandusky and Serving Our Seniors

(SOS) for the period of October 1, 2021, through September 30, 2022; 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

PARKING TAX ORDINANCE – SECOND 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 #2 – Submitted by Michelle Reeder, Finance Director

ADMISSIONS TAX ORDINANCE – SECOND 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 #3 – Submitted by Jonathan Holody, Community Development Director

PROPOSED AMENDMENT TO THE ZONING MAP FOR 1035 HANCOCK STREET

Budgetary Information: The proposed redevelopment is expected to result in increased property, income and lodging tax revenue for the City.

ORDINANCE NO. _____: It is requested an ordinance be passed amending the official zone map of the City of Sandusky to rezone parcel no. 57-02118.000 located at 1035 Hancock Street from “LB” Local Business District to “R-RB” Residential-Business District; and declaring that this ordinance shall take effect under suspension of the rules as contained in and in accordance with Section 13 of the City Charter.

ITEM #4 – Submitted by Aaron Klein, Public Works Director

PAYMENT FOR EMERGENCY WATER MAIN BREAK REPAIRS

Budgetary Information: The cost of \$25,410.26 for equipment rental and materials, and \$5,951.08 for labor costs, totaling \$31,361.34, will be paid with Water Funds.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager and/or the Finance Director to expend funds to Gerkin Paving, Inc., of Napoleon, Ohio, for emergency roadway repair services and materials on Cedar Point Drive in the amount of \$31,361.34; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM #5 – Submitted by Jane Cullen, Assistant City Engineer

PERMISSION TO AWARD THE COLUMBUS AVENUE LIFT STATION IMPROVEMENT PROJECT TO ALL PHASE POWER AND LIGHTING, INC., OF SANDUSKY, OHIO.

Budgetary Information: The estimated cost of the project based on bid, including engineers, inspection, advertising, construction, and miscellaneous costs, is \$344,184.00 to be paid with Sewer Funds.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a contract with All Phase Power and Lighting, Inc., of Sandusky, Ohio, for the Columbus Avenue Lift Station Improvement Project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM #6 – Submitted by Nichole Grohe, Community Development Grant Administrator

FIRST TRANSIT TRANSPORTATION SERVICES CONTRACT FOURTH AMENDMENT

Budgetary Informtion: The contract amendment would increase the cost per vehicle hour of service from \$35.04 to \$38.41 and increase the fixed fee per month from \$30,866.83 to \$31,583.93. Based upon 69,625 vehicle hours of service, the total adjusted cost increase for contract year 2022 would be \$108,415.52. The additional cost will be paid with Transit Funds and reimbursed through grant funding through the ODOT 5311, 5339, and OTP2 programs, contract revenue, passenger fares, and General Funds.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a fourth amendment to the Transportation Services Agreement between the City of Sandusky and First Transit, Inc., of Cincinnati, Ohio, in relation to the Sandusky Transit System.

ITEM #7 – Submitted by James Green, Interim Fire Chief

AUTHORIZING PURCHASE OF ONE POWER-LOAD COT SYSTEM FROM STRYKER MEDICAL

Budgetary Information: The total amount for the Power-LOAD Cot system is \$25,625.30. The cost of this purchase will be paid from the Fire Department’s operating budget allocated for major expenditures.

ORDINANCE NO. _____: It is requested an ordinance authorizing and directing the City Manager to purchase one (1) Stryker Power-Load Cot System from Stryker Medical of Chicago, Illinois, for use in the Fire Department; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM #8 – Submitted by Michelle Reeder, Finance Director

AGREEMENT FOR PROPERTY, CASUALTY, & LIABILITY INSURANCE WITH RINEHART WALTERS-DANNER

Budgetary Information: The annual cost has become part of the annual operating budget at a cost not to exceed \$335,000 for 2021-2022. The insurance proposal covers property, general liability, automotive, umbrella, cyber, crime, golf course and liquor liability coverage. The prior year ordinance was passed by the City Commission on November 9, 2020, as Ordinance No. 20-162, for an amount not to exceed \$325,000. There is a 2.7% increase in the property insurance premium and a 28% or \$2,044 dollar increase to the cyber coverage effective December 1, 2021. In 2019, ordinance 19-194 was approved with a not to exceed amount of \$440,000, the current proposal is \$105,000 less than the 2019 proposal. The cost of insurance is not to exceed \$335,000 which includes the premium cost of \$325,242 plus a contingency of \$9,758 for special events if needed. Based on exposures, the cost will be distributed to the General Fund (\$214,400), Street Fund (\$34,840), Water Fund (\$41,875), and Sewer Fund (\$43,885).

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement with Rinehart Walters-Danner Insurance Agency of Mansfield, Ohio for property, casualty and liability insurance for the period of December 1, 2021, through November 30, 2022; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM #9 – Submitted by Michelle Reeder, Finance Director

AGREEMENT WITH ASHLEY GROUP FOR CONSULTING AND BROKERAGE SERVICES

Budgetary Information: The cost will be \$4,250 per month effective November, 29921 and will be paid from the Health Insurance Fund. Previously, Ordinance 18-178 was approved on September 10, 2018 with an agreement through October 31, 2021 with the Ashley Group to perform these services for \$4,000 per month.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and approving a consulting agreement with Ashley Group, A One Digital Company of Sandusky, Ohio, for consulting and brokerage services related to the City’s health insurance program; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM #10 – Submitted by Nichole Grohe, Community Development Grant Administrator

LEASE AGREEMENT WITH FIRST TRANSIT FOR FOUR (4) TRANSIT BUSES

Budgetary Information: The total cost of the vehicles for a 24-month lease would not exceed \$67,200 to be paid with rural Grant Funds received by the U.S. Department of Transportation Federal Transit Administration (FTA) through the Ohio Department of Transportation.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a vehicle agreement with First Transit, Inc., of Cincinnati, Ohio, for the purpose of leasing four 940 transit buses for the Sandusky Transit System, 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

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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).

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 (FHB): 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 Sstructure:** 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 Hhydraulic Eengineering Aanalysis:** 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 Ceonstruction: 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 Vvehicle: 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(lk):

(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 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, ~~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.**
- CD. 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: November 8, 2021 (effective after 30 days)



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 27, 2021

Subject: Commission Agenda Item – 2022 Chemical Contract for Big Island Water Works and the Waste Water Treatment Plant

ITEM FOR CONSIDERATION: Legislation for the purchase of chemicals for use at the Big Island Works and Waste Water Treatment Plants for the calendar year 2022.

BACKGROUND INFORMATION:

Contract One – Liquid Sodium Permanganate (BIWW) 12,000 Gallons, more or less

Bonded Chemicals Inc. Columbus, OH	Bid: \$122,400.00 (\$10.20 per gallon) Surety: 100% Bid Bond
Shannon Chemical Exton, PA	Bid: \$145,440.00 (\$12.12 per gallon) Surety: 100% Bid Bond
Brenntag Mid-South Hebron, OH	Bid: \$186,480.00 (\$15.54 per gallon) Surety: 100% Bid Bond

Contract Two – Hydrofluosilicic Acid (BIWW) 17,000 Gallons, more or less

Bonded Chemical Columbus, OH	Bid: \$39,440.00 (2.32 per gallon) Surety: 100% Bid Bond
Univar USA Inc Cincinnati, OH	Bid: \$36,210.00 (\$2.13 per gallon) Surety: 100% Bid Bond
Alexander Chemical Corp. Peru, IL	Bid: \$48,892.00 (\$2.876 per gallon) Surety: 100% Bid Bond
Brenntag Mid-South Hebron, OH	Bid: \$85,731.00 (\$5.043 per gallon) Surety: 100% Bid Bond
PVS Nolwood Chemicals Inc. Detroit, MI	Bid: \$48,790.00 (\$2.87 per gallon) Surety: 100% Bid Bond

Pencco, Inc.
San Felipe, TX

Bid: \$45,390.00 (\$2.67 per gallon)
Surety: 100% Bid Bond

Contract Three – Sodium Hydroxide Liquid (BIWW) 50,000 Gallons, more or less

Bonded Chemical
Columbus, OH

Bid: \$140,000.00 (\$2.80 per gallon)
Surety: 100% Bid Bond

**JCI Jones Chemicals
Barberton, OH**

**Bid: \$122,000 (\$2.44 per gallon)
Surety: 100% Bid Bond**

Univar USA Inc
Cincinnati, OH

Bid: \$168,400.00 (\$3.368 per gallon)
Surety: 100% Bid Bond

Brenntag Mid-South, Inc.
Hebron, OH

Bid: \$147,000.00 (\$2.94 per gallon)
Surety: 100% Bid Bond

Contract Four – Sodium Hypochlorite (BIWW) 90,000 Gallons, more or less

**Bonded Chemicals, Inc.
Columbus, OH**

**Bid: \$119,700.00 (\$1.33 per gallon)
Surety: 100% Bid Bond**

Brenntag Mid-South
Hebron, OH

Bid: \$168,300.00 (1.87 per gallon)
Surety: 100% Bid Bond

Alexander Chemical Corp.
Detroit, MI

Bid: \$161,100.00 (1.79 per gallon)
Surety: 100% Bid Bond

Contract Five – Aluminum Sulfate Polymer Blend (BIWW) 600 Wet Tons, more or less

**Applied Specialties, Inc.
Avon Lake, OH**

**Bid: \$324,000.00 (\$540.00 per wet ton)
Surety: 100% Bid Bond**

Chemtrade Chemicals
Parispany, NJ

Bid: \$370,800.00 (\$618.00 per wet ton)
Surety: 100% Bid Bond

Contract Six – Powder Activated Carbon (BIWW) 123,000 Pounds, more or less

**Bonded Chemicals, Inc.
Columbus, OH**

**Bid: \$107,010.00 (\$0.87 per pound)
Surety: 100% Bid Bond**

Calgon Carbon
Moon Twp, PA

Bid: \$140,220.00 (\$1.14 per pound)
Surety: 100% Bid Bond

Brenntag Mid-South
Hebron, OH

Bid: \$364,080.00 (\$2.96 per pound)
Surety: 100% Bid Bond

Contract Seven – Ferrous Chloride Solution (WWTP) 350,000 Pounds, more or less

**Kemira Water Solutions Inc.
Lawrence, KS**

**Bid: \$283,500.00 (\$0.81 per pound)
Surety: 100% Bid Bond**

Contract Eight – Polymer Liquid (WWTP) 88,000 Pounds, more or less**SNF Polydyne Inc.
Riceboro, GA****Bid: \$123,200.00 (\$1.40 per pound)
Surety: 100% Bid Bond**

In addition to bidding for City chemicals, we routinely include Erie County's chemicals for their wastewater treatment plants in our annual chemical bids just as the City participates in Erie County's Road Salt Bid annually. The City of Huron and Vermilion also participate in the process with chemicals for their water and wastewater treatment plants. Each entity is responsible for entering into their own contracts with the chemical companies.

BUDGETARY INFORMATION: Funds for the purchase of these items are routinely included in the operating budgets of the Water and Sewer Plants.

ACTION REQUESTED: It is requested that the proper legislation be prepared to purchase chemicals for the calendar year 2022 for use at the Big Island Water Works and Waste Water Treatment Plant as follows:

	Description	Company	Quantity	Unit	Unit Price	Total
Contract #1	Liquid Sodium Permanganate	Bonded Chemicals Inc.	12,000	Gallon	\$10.20	\$122,400.00
Contract #2	Hydrofluosilicic Acid (H ₂ SiF ₆)	Univar USA Inc.	17,000	Gallon	\$2.13	\$36,210.00
Contract #3	Sodium Hydroxide Liquid	JCI Jones Chemicals	50,000	Gallon	\$2.44	\$122,000.00
Contract #4	Sodium Hypochlorite	Bonded Chemicals, Inc.	90,000	Gallon	\$1.33	\$119,700.00
Contract #5	Aluminum Sulfate Polymer Blend	Applied Specialties, Inc.	600	Wet Tons	\$540.00	\$324,000.00
Contract #6	Powdered Activated Carbon	Bonded Chemicals, Inc.	123,000	Pounds	\$0.87	\$107,010.00
Contract #7	Ferrous Chloride Solution	Kemira Water Solutions Inc.	350,000	Pounds	\$0.81	\$283,500.00
Contract #8	Polymer - Liquid	SNF Polydyne Inc.	88,000	Pounds	\$1.40	\$123,200.00

It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter to allow for delivery of the product as needed by January 1, 2022.

I concur with this recommendation:

Eric Wobser
City Manager

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

CERTIFICATE OF FUNDS

In the Matter of: Chemicals- Big Island Water Works & Wastewater Treatment

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, 613-5420-54000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 11/3/2021

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE 12,000 GALLONS, MORE OR LESS, OF LIQUID SODIUM PERMANGANATE FROM BONDED CHEMICALS INC., OF COLUMBUS, OHIO, FOR USE AT THE BIG ISLAND WATER WORKS PLANT DURING THE CALENDAR YEAR 2022; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, upon public competitive bidding as required by law for the purchase of Twelve Thousand (12,000) gallons, more or less, of Liquid Sodium Permanganate for use at the Big island Water Works Plant, three (3) appropriate bids were received and the bid of Bonded Chemicals Inc. of Columbus, Ohio, was determined to be the lowest and best bid; and

WHEREAS, funds for this purchase are routinely included in 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 delivery of this product as needed by January 1, 2022; 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 be and hereby is authorized and directed to purchase Twelve Thousand (12,000) gallons, more or less, of Liquid Sodium Permanganate from Bonded Chemicals Inc. of Columbus, Ohio, for use at the Big Island Water Works Plant during the calendar year 2022 at \$10.20 per gallon at an amount **not to exceed** One Hundred Twenty Two Thousand Four Hundred and 00/100 Dollars (\$122,400.00). Said Liquid Sodium Permanganate shall be provided in accordance with the proposal of the said Bonded Chemicals Inc. of Columbus, Ohio, on file in the office of the Director of Public Works.

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

Section 3. This 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: November 8, 2021

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE 17,000 GALLONS, MORE OR LESS, OF HYDROFLUOSILICIC ACID FROM UNIVAR USA INC., OF CINCINNATI, OHIO, FOR USE AT THE BIG ISLAND WATER WORKS PLANT DURING THE CALENDAR YEAR 2022; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, upon public competitive bidding as required by law for the purchase of Seventeen Thousand (17,000) gallons, more or less, of Hydrofluosilicic Acid for use at the Big Island Water Works Plant, six (6) appropriate bids were received and the bid of Univar USA Inc. of Cincinnati, Ohio, was determined to be the lowest and best bid; and

WHEREAS, funds for this purchase are routinely included in 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 delivery of this product as needed by January 1, 2022; and

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

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

Section 1. The City Manager is hereby authorized and directed to purchase Seventeen Thousand (17,000) gallons, more or less, of Hydrofluosilicic Acid from Univar USA Inc. of Cincinnati, Ohio, for use at the Big Island Water Works Plant during the calendar year 2022 at \$2.13 per gallon at an amount **not to exceed** Thirty Six Thousand Two Hundred Ten and 00/100 Dollars (\$36,210.00). Said Hydrofluosilicic Acid shall be provided in accordance with the proposal of the said Univar USA Inc. of Cincinnati, Ohio, on file in the office of the Director of Public Works.

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

Section 3. This 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: November 8, 2021

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE 50,000 GALLONS, MORE OR LESS, OF SODIUM HYDROXIDE LIQUID FROM JCI JONES CHEMICALS OF BARBERTON, OHIO, FOR USE AT THE BIG ISLAND WATER WORKS PLANT DURING THE CALENDAR YEAR 2022; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, upon public competitive bidding as required by law for the purchase of Fifty Thousand (50,000) gallons, more or less, of Sodium Hydroxide Liquid, for use at the Big Island Water Works Plant, four (4) appropriate bids were received and the bid of JCI Jones Chemicals of Barberton, Ohio, was determined to be the lowest and best bid; and

WHEREAS, funds for this purchase are routinely included in 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 delivery of this product as needed by January 1, 2022; and

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

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

Section 1. The City Manager is hereby authorized and directed to purchase Fifty Thousand (50,000) gallons, more or less, of Sodium Hydroxide Liquid from JCI Jones Chemicals of Barberton, Ohio, for use at the Big Island Water Works Plant during the calendar year 2022 at \$2.44 per gallon at an amount **not to exceed** One Hundred Twenty Two Thousand and 00/100 Dollars (\$122,000.00). Said Sodium Hydroxide Liquid shall be provided in accordance with the proposal of the said JCI Jones Chemicals of Barberton, Ohio, on file in the office of the Director of Public Works.

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

Section 3. This 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: November 8, 2021

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE 90,000 GALLONS, MORE OR LESS, OF SODIUM HYPOCHLORITE FROM BONDED CHEMICALS, INC., OF COLUMBUS, OHIO, FOR USE AT THE BIG ISLAND WATER WORKS PLANT DURING THE CALENDAR YEAR 2022; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, upon public competitive bidding as required by law for the purchase of Ninety Thousand (90,000) gallons, more or less, of Sodium Hypochlorite for use at the Big Island Water Works Plant, three (3) appropriate bids were received and the bid of Bonded Chemicals, Inc., of Columbus, Ohio, was determined to be the lowest and best bid; and

WHEREAS, funds for this purchase are routinely included in 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 delivery of this product as needed by January 1, 2022; and

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

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

Section 1. The City Manager is hereby authorized and directed to purchase Ninety Thousand (90,000) gallons, more or less, of Sodium Hypochlorite from Bonded Chemicals, Inc., of Columbus, Ohio, for use at the Big Island Water Works Plant during the calendar year 2022 at \$1.33 per gallon at an amount **not to exceed** One Hundred Nineteen Thousand Seven Hundred and 00/100 Dollars (\$119,700.00). Said Sodium Hypochlorite shall be provided in accordance with the proposal of the said Bonded Chemicals, Inc., of Columbus, Ohio, on file in the office of the Director of Public Works.

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

Section 3. This 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: November 8, 2021

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE 600 WET TONS, MORE OR LESS, OF ALUMINUM SULFATE POLYMER BLEND LIQUID FROM APPLIED SPECIALTIES, INC., OF AVON LAKE, OHIO, FOR USE AT THE BIG ISLAND WATER WORKS PLANT DURING THE CALENDAR YEAR 2022; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, upon public competitive bidding as required by law for the purchase of Six Hundred (600) wet tons, more or less, of Aluminum Sulfate Polymer Blend Liquid for use at the Big Island Water Works Plant, two (2) appropriate bids were received and the bid of Applied Specialties, Inc., of Avon Lake, Ohio, was determined to be the lowest and best bid; and

WHEREAS, funds for this purchase are routinely included in 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 delivery of this product as needed by January 1, 2022; and

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

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

Section 1. The City Manager is hereby authorized and directed to purchase Six Hundred (600) wet tons, more or less, of Aluminum Sulfate Polymer Blend Liquid from Applied Specialties, Inc., of Avon Lake, Ohio, for use at the Big Island Water Works Plant during the calendar year 2022 for \$540.00 per wet ton at an amount **not to exceed** Three Hundred Twenty Four Thousand and 00/100 Dollars (\$324,000.00). Said Aluminum Sulfate Polymer Blend Liquid shall be provided in accordance with the proposal of the said Applied Specialties, Inc., of Avon Lake, Ohio, on file in the office of the Director of Public Works.

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

Section 3. This 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: November 8, 2021

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE 123,000 POUNDS, MORE OR LESS, OF POWDERED ACTIVATED CARBON FROM BONDED CHEMICALS, INC., OF COLUMBUS, OHIO, FOR USE AT THE BIG ISLAND WATER WORKS PLANT DURING THE CALENDAR YEAR 2022; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, upon public competitive bidding as required by law for the purchase of One Hundred Twenty Three Thousand (123,000) pounds, more or less, of Powdered Activated Carbon for use at the Big Island Water Works Plant, three (3) appropriate bids were received and the bid of Bonded Chemicals, Inc., of Columbus, Ohio, was determined to be the lowest and best bid; and

WHEREAS, funds for this purchase are routinely included in 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 delivery of this product as needed by January 1, 2022; and

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

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

Section 1. The City Manager is hereby authorized and directed to purchase One Hundred Twenty Three Thousand (123,000) pounds, more or less, of Powdered Activated Carbon from Bonded Chemicals, Inc., of Columbus, Ohio, for use at the Big Island Water Works Plant during calendar year 2022 at \$0.87 per pound at an amount **not to exceed** One Hundred Seven Thousand Ten and 00/100 Dollars (\$107,010.00). Said Powdered Activated Carbon shall be provided in accordance with the proposal of the said Bonded Chemicals, Inc., of Columbus, Ohio, on file in the office of the Director of Public Works.

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

Section 3. This 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: November 8, 2021

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE 350,000 POUNDS, MORE OR LESS, OF FERROUS CHLORIDE SOLUTION FROM KEMIRA WATER SOLUTIONS, INC., OF LAWRENCE, KANSAS, FOR USE AT THE WASTEWATER TREATMENT PLANT DURING THE CALENDAR YEAR 2022; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, upon public competitive bidding as required by law for the purchase of Three Hundred Fifty Thousand (350,000) pounds, more or less, of Ferrous Chloride Solution for use at the Wastewater Treatment Plant, one (1) appropriate bid was received and the bid of Kemira Water Solutions, Inc., of Lawrence, Kansas, was determined to be the lowest and best bid; and

WHEREAS, funds for this purchase are routinely included in the Wastewater Treatment 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 delivery of this product as needed by January 1, 2022; and

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

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

Section 1. The City Manager is hereby authorized and directed to purchase Three Hundred Fifty Thousand (350,000) pounds, more or less, of Ferrous Chloride Solution from Kemira Water Solutions, Inc., of Lawrence, Kansas, for use at the Wastewater Treatment Plant during calendar year 2022 at \$0.81 per pound at an amount **not to exceed** Two Hundred Eighty Three Thousand Five Hundred and 00/100 Dollars (\$283,500.00). Said Ferrous Chloride Solution shall be provided in accordance with the proposal of the said Kemira Water Solutions, Inc., of Lawrence, Kansas, on file in the office of the Director of Public Works.

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

Section 3. This 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: November 8, 2021

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE 88,000 POUNDS, MORE OR LESS, OF POLYMER LIQUID FROM SNF POLYDYNE INC. OF RICEBORO, GEORGIA, FOR USE AT THE WASTEWATER TREATMENT PLANT DURING THE CALENDAR YEAR 2022; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, upon public competitive bidding as required by law for the purchase of Eighty Eight Thousand (88,000) pounds, more or less, of Polymer Liquid for use at the Wastewater Treatment Plant, one (1) appropriate bid was received and the bid of SNF Polydyne, Inc. of Riceboro, Georgia, was determined to be the lowest and best bid; and

WHEREAS, funds for this purchase are routinely included in the Wastewater Treatment 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 delivery of this product as needed by January 1, 2022; and

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

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

Section 1. The City Manager is hereby authorized and directed to purchase Eighty Eight Thousand (88,000) pounds, more or less, of Polymer Liquid from SNF Polydyne Inc., of Riceboro, Georgia, for use at the Wastewater Treatment Plant during calendar year 2022 at \$1.40 per pound at an amount **not to exceed** One Hundred Twenty Three Thousand Two Hundred and 00/100 Dollars (\$123,200.00). Said Polymer Liquid shall be provided in accordance with the proposal of the said SNF Polydyne Inc., of Riceboro, Georgia, on file in the office of the Director of Public Works.

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

Section 3. This 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: November 8, 2021

Cathy Myers

From: Jonathan Holody
Sent: Friday, October 29, 2021 4:51 PM
To: Cathy Myers
Subject: RE: New Liquor Permit

Cathy,

There is no objection from the Department of Community Development.

Jonathan

From: Cathy Myers <CommissionClerk@ci.sandusky.oh.us>
Sent: Thursday, October 28, 2021 10:31 AM
To: Jared Oliver <joliver@ci.sandusky.oh.us>; Jim Green <jgreen@ci.sandusky.oh.us>; Jonathan Holody <jholody@ci.sandusky.oh.us>
Subject: New Liquor Permit

Attached is request for NEW D5J (Spirituos liquor for on premises consumption only, beer, wine and mixed beverages for on premises, or off premises in original sealed containers, until 2:30am.in a community entertainment district), liquor permit for:

Shoreline LLC
129 Columbus Ave.,
Sandusky

Please provide comments for the next Commission Agenda...



Cathy Myers | Commission Clerk
240 Columbus Ave. | Sandusky, OH 44870
T: 419.627.5850
www.ci.sandusky.oh.us



Cathy Myers

From: Jared Oliver
Sent: Tuesday, November 2, 2021 8:34 AM
To: Cathy Myers; Jim Green; Jonathan Holody
Subject: RE: New Liquor Permit

SPD has no issues with this.



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: Cathy Myers <CommissionClerk@ci.sandusky.oh.us>
Sent: Thursday, October 28, 2021 10:31 AM
To: Jared Oliver <joliver@ci.sandusky.oh.us>; Jim Green <jgreen@ci.sandusky.oh.us>; Jonathan Holody <jholody@ci.sandusky.oh.us>
Subject: New Liquor Permit

Attached is request for NEW D5J (Spirituos liquor for on premises consumption only, beer, wine and mixed beverages for on premises, or off premises in original sealed containers, until 2:30am.in a community entertainment district), liquor permit for:

Shoreline LLC
129 Columbus Ave.,
Sandusky

Please provide comments for the next Commission Agenda...



Cathy Myers | Commission Clerk
240 Columbus Ave. | Sandusky, OH 44870
T: 419.627.5850
www.ci.sandusky.oh.us



NOTICE TO LEGISLATIVE
AUTHORITY

OHIO DIVISION OF LIQUOR CONTROL
6606 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2380 FAX (614)644-2188

TO

8100129	NEW	SHORELINE LLC
PERMIT NUMBER	TYPE	129 COLUMBUS AVE
SANDUSKY OH 44870		
ISSUE DATE		
06 01 2021		
FILING DATE		
D5J		
PERMIT CLASSES		
22	077	B
TAX DISTRICT	RECEIPT NO.	C99104



FROM 10/18/2021

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



MAILED 10/18/2021

RESPONSES MUST BE POSTMARKED NO LATER THAN. 11/18/2021

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 8100129

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

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

WE DO NOT REQUEST A HEARING. ☐

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

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

(Signature)

(Title)- ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council

☐ Township Fiscal Officer

CLERK OF SANDUSKY CITY COUNCIL
240 COLUMBUS AVE
SANDUSKY OHIO 44870



**Department
of Commerce**

Rev 2/10/2021

Mike DeWine, Governor
Jon Husted, Lt. Governor

Division of Liquor Control
Sheryl Maxfield, Director

Dear Local Legislative Authority Official:

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

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

To be considered timely, your above response must be:

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

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

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

Ohio Division of Liquor Control
Attn: Licensing Unit
6606 Tussing Road
PO Box 4006
Reynoldsburg, Ohio 43068-9006

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

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



COMMUNITY DEVELOPMENT

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5885
www.ci.sandusky.oh.us

TO: Eric Wobser, City Manager

FROM: Debi Eversole, Housing Development Specialist

DATE: October 27, 2021

RE: City Commission Agenda Item – Purchase and Sale Agreement Parcel #58-00387.000 –
1722 Harrison Street

ITEMS FOR CONSIDERATION: The purpose of this communication is to request approval of legislation allowing the City Manager to execute ‘Purchase and Sale Agreements’ for non-productive land currently in the City of Sandusky’s Land Reutilization Program that is no longer needed for any municipal purpose located at 1722 Harrison Street and further identified as Erie County Parcel No. 58-00387.000.

BACKGROUND INFORMATION: Pursuant to Ordinance No. 07-026 passed June 11, 2007, the City is conducting a Land Reutilization Program in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. The City requested and acquired this nonproductive land upon notice of delinquent tax foreclosure proceedings via Sheriff’s sale. The City Commission approved acquisition of this parcel by Resolution No. 031-12R, passed on November 13, 2012. The City of Sandusky’s Land Reutilization Policies and Procedures facilitate reutilization of nonproductive land situated within the City of Sandusky and supports neighborhood revitalization and promotes that ownership of unbuildable vacant lots.

Sean Amison, the adjoining property owner to the south at 1730 Harrison Street has requested acquisition of this nonproductive land. The property owner to the north is the Candi Jarrett, who is not eligible for the program. It is Mr. Amison’s desire to eventually build on the land if he should acquire the property to the north and combine the two parcels.

The Land Bank Administrator has verified that Mr. Amison does qualify for the program pursuant to the requirements of the Land Reutilization Policies and Procedures. The Land Bank Committee approved the acquisition and sale through the “Mow to Own” Side Lot Disposition Program on September 20, 2021.

BUDGET IMPACT: The cost associated with these purchase agreements is the total amount of the title examination, recording and transfer fees, survey and legal descriptions and deed preparation. Any such costs shall be recouped by the City from the nonrefundable earnest money deposits required to be paid by Purchasers upon sale. By returning this nonproductive land to tax producing status, the taxing districts will begin collecting real property taxes in the amount of approximately eighty dollars (\$80.00) per year.

ACTION REQUESTED: It is requested legislation be approved allowing the City Manager to enter into a purchase agreement for the sale of non-productive property no longer needed for any municipal purpose located at 1722 Harrison Street, Sandusky, Ohio, Erie County Parcel No. 58-00387.000 to the adjoining property owner Sean Amison. It is further requested that the legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter in order to execute the agreement in a timely manner to ensure maintenance of the lot.

Debi Eversole, Housing Development Specialist

I concur with this recommendation:

Jonathan Holody,
Community Development Director

Eric L. Wobser
City Manager

cc: Brendan Heil, Law Director
 Michelle Reeder, Finance Director
 Cathy Myers, Commission Clerk

ORDINANCE NO. _____

AN ORDINANCE DECLARING THAT CERTAIN REAL PROPERTY OWNED BY THE CITY AS PART OF THE LAND REUTILIZATION PROGRAM IDENTIFIED AS PARCEL NO. 58-00387.000, LOCATED AT 1722 HARRISON STREET, SANDUSKY, IS NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE AND AUTHORIZING THE EXECUTION OF A PURCHASE AND SALE AGREEMENT WITH RESPECT TO THAT REAL PROPERTY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

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

WHEREAS, the City Commission previously authorized the acquisition of the property located at 1722 Harrison Street, Parcel No. 58-00387.000 by Resolution No. 013-12R, passed on November 13, 2012, under said Land Reutilization Program which property is more specifically described in Exhibit "A", which is no longer needed for any municipal purposes; and

WHEREAS, a request was made on behalf of the adjoining property owner to acquire this property for yard expansion pursuant to the City's "Mow to Own" Side Lot Disposition Program that was approved by the City Commission by Resolution No. 024-11R, passed on July 11, 2011, and effective on August 11, 2011; and

WHEREAS, adjoining property owner, Sean Amison, desires to purchase Parcel No. 58-00387.000, which is more specifically described in Exhibit "A" (the "Property") attached to a certain Purchase and Sale Agreement, a copy of which is marked Exhibit "1" with respect thereto (the "Purchase Agreement"); and

WHEREAS, the Land Bank Committee met on September 20, 2021, and approved the acquisition and sale of the property through the "Mow to Own" Side Lot Disposition Program to Sean Amison; and

WHEREAS, the cost associated with this purchase and sale agreement is the total cost of the title search, recording and transfer fees, deed preparation, and any other customary fees that may be due and payable in the ordinary course of the purchase and sale transaction and the City will recoup these expenses incurred from the nonrefundable earnest money deposit required to be paid by the Purchaser; 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 purchase and sale agreement in a timely manner to ensure maintenance of the lot; and

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

in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. This City Commission finds, determines and declares that the Property, Parcel No. 58-00387.000, located at 1722 Harrison Street, Sandusky, more specifically described in Exhibit "A", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, is no longer needed for any municipal purpose and that the execution of the Purchase and Sale Agreement providing for the sale, pursuant to Section 25 of the Charter of this City, to the Purchaser of the Property at the purchase price set forth in the Purchase and Sale Agreement, is in the economic interest of the City and in furtherance of the City's Land Reutilization Program referenced in those preambles in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. The City Manager is hereby authorized and directed to execute the Purchase and Sale Agreement on behalf of the City, substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the City's public purpose. Upon the exercise by the Purchaser to purchase the Property pursuant to the Purchase and Sale Agreement, the City Manager is also hereby authorized and directed on behalf of the City to execute a quit claim deed conveying the Property to the Purchaser, which quit claim deed shall be in a form satisfactory to the Law Director. The City Manager, Law Director, Finance Director, and other City officials, as appropriate, are each hereby authorized to execute and deliver such instruments, certificates and other documents and take such actions as are necessary and in the best interests of the City in order to carry out and consummate the foregoing actions authorized by this Ordinance.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: November 8, 2021

PURCHASE AND SALE AGREEMENT

This Agreement is made and entered into this ____ day of _____ 2021, by and between the City of Sandusky, Erie County, Ohio, a Municipal Corporation, 240 Columbus Avenue, Sandusky, Ohio 44870, hereinafter referred to as the "Seller" and Sean Amison, residing at 1730 Huntington Avenue, Sandusky, Ohio 44870, hereinafter referred to as the "Purchaser(s)".

WITNESSETH:

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

1. The Seller agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Seller, the unimproved parcel of real property located at 1722 Harrison Street, Erie County Parcel Number 58-00387.000, Sandusky, Ohio, and more fully described in the survey and legal description marked Exhibit "A" and attached hereto, the legal description of which will be set forth in the deed transferring ownership of said parcel and hereinafter referred to as the "Property." The Property is adjacent to and contiguous with real property that is owned by the Purchaser located at 1730 Harrison Street, Erie County Parcel Number 58-02545.000, Sandusky, Ohio.

2. The total purchase price for the Property is five thousand twenty dollars (\$5,020.00), which is not less than the fair market value as determined by the appraised valuation of the Erie County Auditor. Purchaser shall pay a non-refundable earnest money deposit of two thousand five hundred dollars (\$2,500.00) in cash, certified check or cashier's check made payable to Seller. The remaining balance of two thousand five hundred twenty dollars (\$2,520.00) shall be paid by in-kind service of the Purchaser by mowing and maintaining the Property in a nuisance free condition for a minimum of one (1) year according to the terms of the City of Sandusky's "Mow to Own" Side Lot Disposition Program, a copy of which is attached hereto, marked as Exhibit B and specifically incorporated herein.

3. The following deed restrictions shall be included on the deed:

a) This parcel is not a building lot and is conveyed to an adjoining owner of a building lot pursuant to Sandusky Municipal Code Section 1177.01(31)(A). This parcel shall not be conveyed separate and apart from the adjoining building lot and before such conveyance, this parcel shall be combined with the Purchasers' adjoining building lot in order to form one parcel of real property. Should the Purchaser acquire the property to the north, he may combine the two vacant lots to form one buildable lot. The lots will not be conveyed separate or apart from one another.

b) Construction of additional separate dwelling units shall be prohibited in the parcel's current state. Construction shall be limited to ancillary facilities or building additions made to existing structures.

4. At closing, Seller shall execute and deliver to Purchaser a quit claim deed conveying marketable record title to the Property to Purchaser free and clear of all liens,

delinquent real estate taxes and special assessments. Purchaser shall pay all of the taxes and assessments due and payable after the date of closing.

5. Seller shall not furnish a title insurance policy.
6. The closing date of this transaction shall be no later than November 30, 2021, or at such other time as may be mutually agreed upon, in writing, by the parties.
7. The Seller and the Purchaser represent that no real estate broker or agent was involved in this transaction and that no brokerage fees, commissions, or other compensation is due any real estate broker or agent because of this transaction.
8. On the closing date, the Seller shall file for record the deed, and other instruments, if any, required to be recorded pursuant to this Agreement.
9. Purchaser shall be entitled to possession of the Property upon the closing of this transaction.
10. The Purchaser has examined the Property, has had the opportunity to fully inspect and ask questions about conditions of the same, and acknowledges that they are accepting the Property "AS IS" subject to no warranties as of the date of the execution of this Purchase Agreement and that there have been no representations by the Seller as to the condition of the Property.
11. In the event that the Purchaser breaches this Agreement by not closing this transaction on or before November 30, 2021, Seller may sell the Property to another adjoining property owner or may retain the Property for devotion to public use.
12. This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof, and no agreements or understandings nor any representations concerning the same shall be binding upon the parties unless specifically set forth herein.
13. This Agreement shall be binding upon and inure to the benefit of Seller and Purchasers and their respective heirs, legal representatives, and assigns.
14. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instruments.

SIGNATURE PAGES TO FOLLOW

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

PURCHASER(S):

Sean Amison, Purchaser

State of Ohio)

) ss:

County of Erie)

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

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

NOTARY PUBLIC

SELLER:

CITY OF SANDUSKY

Eric L. Wobser
City Manager

STATE OF OHIO)

) ss:

ERIE COUNTY)

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

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

NOTARY PUBLIC

Approved as to Form:

Brendan Heil, #0091991
Law Director, City of Sandusky

Exhibit A

Situated in the City of Sandusky, County of Erie and State of Ohio: Being the whole of Lot No 505 Harrison Street and the southerly three (3) feet of Lot No. 507 Harrison Street.

Property Address: 1722 Harrison Street, Sandusky, Ohio 44870

Tax ID No.: 58-00387.000

Tax Mailing Address: 222 Meigs Street, Sandusky, Ohio 44870

EXHIBIT "A"

CITY OF SANDUSKY OHIO



LAND REUTILIZATION PROGRAM

"MOW TO OWN"

SIDE LOT DISPOSITION PROGRAM

EXHIBIT

"B"

The City of Sandusky's "Mow to Own" Side Lot Disposition Program aims to stabilize and strengthen property owners' investments in their neighborhoods by transferring vacant, abandoned and tax delinquent parcels that are of insufficient size to permit independent development to adjacent property owners through the Land Reutilization Program. The parcels are generally too small to be developed based on current zoning regulations. The City of Sandusky has many parcels that were platted at a time when houses were typically much smaller and closer together and off-street parking was not needed. Today, the City of Sandusky's zoning regulations do not allow development on these small parcels. In addition, prospective homebuyers generally are more attracted to larger residential lots for reasons such as desire for a larger house and a spacious yard. Given the limited usefulness of side lot parcels for development due to zoning regulations and homebuyer preferences, the "Mow to Own" Side Lot Disposition Program will encourage the adjacent property owners to purchase these parcels for yard expansion and off-street parking at a reasonable cost. Pursuant to the Ohio Revised Code, the parcels acquired by the Land Reutilization Program must be sold for not less than fair market value. The "Mow to Own" Side Lot Disposition Program will encourage the adjacent property owners to purchase these unbuildable parcels by requiring a small non-refundable earnest money deposit to cover the City's cost of acquisition with the balance to be paid for by in-kind service of mowing and maintaining the lot over a certain number of years. The required years will be determined by subtracting the required non-refundable earnest money deposit from the Erie County Auditor's appraisal value and then dividing the balance by the average yearly cost of the City to mow and maintain the parcel. A Purchase Agreement will be

entered into that will expire at the end of the required number of years that will require the parcel to be properly mowed and maintained. If at any time it is not adequately maintained within the required number of years, the Purchase Agreement will become null and void and the City will keep the non-refundable earnest money deposit. Once the terms of the Purchase Agreement have been met, the closing will take place and the title will be transferred to the adjoining owner.

By implementing the "Mow to Own" Side Lot Disposition Program, the City aims to produce several positive outcomes by transferring ownership to the adjacent property owners:

1. To stabilize neighborhoods by transferring vacant and abandoned properties to adjacent property owners who are more likely to care for the land next to their home.
2. The evidence of use and a well-maintained condition will help to improve the neighborhood character and appearance.
3. Reduce the public costs associated with maintaining these properties.
4. Encourage the creation of off-street parking where there currently is none.
5. Return these properties to the tax roll and increase property tax revenue for Erie County and the City of Sandusky.

The Land Reutilization Program aims to stabilize neighborhoods that are in decline with many vacant, abandoned and tax delinquent properties. Providing incentives for adjacent property owners to take ownership of vacant land will strengthen the neighborhood's character, appearance, and better sense of community.

A. Qualified Properties.

Parcels of property eligible for inclusion in the "Mow to Own" Side Lot Disposition Program shall meet all of the requirements pursuant to the City of Sandusky's Land Reutilization Program Policy and Procedures and shall also meet the following minimum criteria:

1. The property shall be vacant unimproved real property.
2. The property shall be physically contiguous to the adjacent owner's real property with a significant common boundary line.
3. The property shall consist of no more than one lot of insufficient size to permit independent development, which for the purposes of the Mow to Own Program shall be defined as a lot smaller than 40' X 125' or, in the case of an irregular shaped lot, as determined by the Land Bank Committee with the final approval of City Commission.

B. Applicants.

1. All applicants must own the contiguous property, and priority shall be given to applicants who personally occupy the contiguous property.
2. The applicant shall not be delinquent on any real estate or personal properties taxes in Erie County.
3. The applicant shall not have a history of property maintenance, nuisance and/or building code violations.
4. The applicant shall not own any property that has an unremediated property maintenance, nuisance and/or building code violation.
5. Applicants must meet all other requirements pursuant to the City of Sandusky's Land Reutilization Policy and Procedures.

C. Purchase.

1. Lots purchased for addition to existing developed properties shall be sold with deed restrictions prohibiting construction of additional dwelling units and limiting usage to ancillary facilities or building additions.

- The applicant shall obtain all necessary permits from the City before erecting structures on the property (i.e. garage, fence, etc.)
2. Situations not herein defined or deemed to be unusual shall be resolved at the discretion of the Land Bank Committee.

D. Price.

1. The purchase price shall be fair market value as determined by the Erie County Auditor's current valuation and appraisal.
2. The purchaser shall be responsible for the recording and transfer fees in addition to the cost of the lot.
3. The City shall not provide purchaser with title insurance. Title insurance may be purchased independently through the title company by the purchaser.

E. Payment.

1. The purchaser shall provide a non-refundable earnest money deposit in an amount not less than the costs incurred by the City for acquisition of the property.
2. The remaining balance due shall be determined by subtracting the amount of the non-refundable earnest money deposit from the fair market value.
3. The remaining balance due shall be paid by in-kind service of the purchaser by mowing and maintaining the property in a nuisance free condition for a minimum number of years that shall be determined by dividing the remaining balance due by the estimated average yearly cost to the City for mowing and maintaining the property, which shall be rounded up to the next whole number.
4. The purchaser shall agree to mow, maintain and keep the property free from nuisance for the minimum number of years as determined above.
5. If the property owner fails to maintain the property at anytime within the required minimum number of years and is issued a nuisance violation pursuant to the City of Sandusky's Codified Ordinances or if the City must

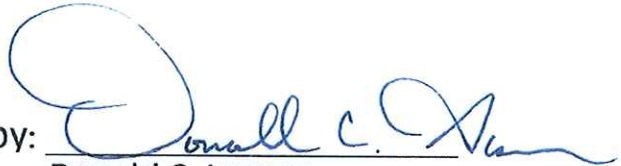
maintain the property in any way within the required minimum number of years, the purchaser shall be in breach of the Purchase Agreement.

F. Breach of the Purchase Agreement.

1. Upon breach of the Purchase Agreement, the Purchase Agreement shall become null and void and the non-refundable earnest money deposit shall be retained by the City. The property shall be offered to the other adjacent property owner. If the other adjacent property owner declines, or in the event there is no other adjacent property owner, the entire lot shall be offered to the rear abutting property owner.
2. If all of the adjacent/abutting property owners decline, the lot shall be considered for community development efforts such as community gardens, neighborhood play areas and community green areas.

Date: 9-16-11

Approved by:



Donald C. Icsman
Acting City Manager



Building Division

240 Columbus Avenue

Sandusky, Ohio 44870

419.627.5940

www.ci.sandusky.oh.us

To: Eric L. Wobser, City Manager

From: Scott Thom, Chief Building Official

Date: October 26, 2021

Subject: Commission Agenda Item - Consulting Contract for CY 2022 with George J. Poulos for Primary Master Plans Examiner and Back-up Building Official

Items for Consideration: A consulting contract with Mr. George J. Poulos to carry out the activities of Back-up Building Official and Primary Master Plans Examiner for the City of Sandusky. Mr. Poulos has performed these activities for the City for many years as the City's Chief Building Official and is currently certified to do so.

Background Information: This contract will continue to allow the City of Sandusky to meet the State of Ohio Board of Building Standards Certified Building Divisions/Departments requirements. Under state regulations, a certified building department may contract out the activities of Alternate Building Official and Alternate Master Plans Examiner to state certified professionals.

Budgetary Information: Mr. Poulos will be paid at the rate of \$2,500 per month for work performed for a total of \$30,000.00. The cost of this contract will be paid with the Building Division operating budget. The plan review expense will be paid by the collection of plan review fees by the Building Division. This contract can be terminated at any time, by either party, with thirty (30) day-notice to the other party.

Action Requested: It is requested that the proper legislation be prepared to enter into a contract with Mr. Poulos and that this legislation take immediate effect in full accordance with Section 14 of the City Charter to immediately execute the agreement, which is effective on January 1, 2022, and to meet the State of Ohio Board of Building Standards Certified Building Department requirements.

Scott Thom

Chief Building Official

I concur with this recommendation:

Eric L. Wobser
City Manager

John Orzech
Assistant City Manager

cc: Cathy Myers, Clerk of the City Commission
Brendan Heil, Law Director
Michelle Reeder, Finance Director

CERTIFICATE OF FUNDS

In the Matter of: George Poulos Agreement

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

Account # 110-4090-53000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 11/3/2021

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONSULTING CONTRACT WITH GEORGE J. POULOS FOR CY 2022; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Building Division desires to use the services of George J. Poulos to carry out the activities of Back-up Building Official and Primary Alternate Master Plans Examiner for the City of Sandusky; and

WHEREAS, this contract allows the City of Sandusky to meet the State of Ohio Board of Building Standards Certified Building Department requirements; and

WHEREAS, under state regulations, a certified building department, such as the City's, may contract out the activities of Building Official and Master Plans Examiner to state certified professionals; and

WHEREAS, George J. Poulos has performed these activities for many years as the City's Chief Building Official and is currently certified to do so; and

WHEREAS, George J. Poulos will be paid \$2,500.00 per month for a total cost of \$30,000.00 and the funds to cover this contract are included in the Building Division's operating budget, with a portion of the cost for plan review to be paid by the collection of plan review fees by the Division of Building Inspection; 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 which will commence on January 1, 2022; 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 Building Division, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The City Manager is hereby authorized and directed to enter into a Consulting Contract, a copy of which is attached to this Ordinance and marked Exhibit "A" and the original being on file with the Division of Building Inspection, with George J. Poulos for services as a Back-up Building Official and Primary

Alternate Master Plans Examiner for CY 2022. This Contract is necessary to meet the State of Ohio Board of Building Standards Certified Building Department requirements.

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: November 8, 2021

AGREEMENT FOR SERVICES OF CONSULTANT

This Agreement made on and entered into on this ____ day of _____, 2021, between the City of Sandusky, Ohio, a Municipal Corporation of the State of Ohio, located in the County of Erie, herein referred to as "City," and George J. Poulos herein referred to as "Consultant."

In consideration of the mutual promises herein set out, the parties agree as follows:

I. RECITALS

The City desires to contract with the Consultant to provide technical assistance and professional expertise as a Primary Master Plans Examiner (examining and judging building plans required to be submitted to the building department for approval), and a Back-up Building Official (performing the necessary inspections of new and existing buildings and structures for compliance with applicable legal requirements), in order to assist the City's Building Department and the City's Chief Building Official.

The Consultant acknowledges that he currently has the necessary education and experience to provide the services required by this agreement and will continue to maintain all certifications and professional licenses and attend required continuing education seminars, in order to provide the City with the consulting services required by this agreement.

II. SCOPE OF SERVICES / NON-ASSIGNMENT

The Consultant agrees to personally furnish professional and technical assistance at the request of the City's Chief Building Official or the Chief Development Officer, which includes but is not limited to the following:

- a. Primary Master Plans Examiner:

Consultant shall review and examine, with authority to approve, building plans submitted for approval in order to obtain appropriate building permits, thereby ensuring the continued certification of the City of Sandusky's Building Department;

b. Back-up Building Official:

Consultant shall inspect new and existing buildings and structures to ensure compliance with all applicable laws, regulations, and standards, which shall include the authority of condemnation of property and all appropriate nuisance abatement up to and including demolition of unsafe structures.

Consultant shall perform the duties under this agreement personally and shall not assign or delegate the performance of those duties to any other person.

III. INDEPENDENT CONTRACTOR

Consultant acknowledges that he is an independent contractor while performing the services required in this agreement. The City is contracting with Consultant for the services described within the body of this agreement and Consultant reserves the right to determine the method and manner by which the services will be performed subject to any timelines of certain services which is or may be required by the Governing Laws and Procedures. The City acknowledges that Consultant has other clients and offers services to the general public and that the order or sequence in which Consultant performs the services to the City is under the Consultant's control subject to the time devoted by Consultant necessary to comply with any applicable time requirements.

IV. INSURANCE

Consultant agrees to maintain a business liability insurance policy.

V. CONFIDENTIALITY

Consultant agrees that any information communicated in any manner to the Consultant during the performance of the services required by this agreement, which concerns confidential personal, financial or other affairs of the City or the public shall be treated by the Consultant as confidential and shall not be revealed or discussed unless specifically authorized in writing by the City to do so.

VI. COMPENSATION

Consultant shall be paid Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) per month for work performed in accordance with this agreement for a total of Thirty Thousand and 00/100 Dollars (\$30,000.00) per year.

VII. TERM AND TERMINATION

This agreement will begin January 1, 2022, and will terminate December 31, 2022. Either party may terminate this agreement by giving 30 days written notice to the other party by certified mail, return receipt requested, to Consultant at 3213 Country Club Lane, Huron, Ohio, 44839 and to the City at 240 Columbus Avenue, Sandusky, Ohio 44870, Attention: City Manager.

The notice of termination is deemed to be effective upon receipt by the other party. Upon termination of this agreement, Consultant shall have no further obligation to provide services to the City and the City shall have no further obligation to pay compensation beyond that for services rendered before the notice of termination is received or December 31, 2022, whichever occurs first.

VIII. PARTIES BOUND

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

IX. ENTIRE AGREEMENT

This Agreement sets forth the entire Agreement between the parties with regard to the subject matter of this Agreement. No other agreements, representations or warranties have been made by either party to the other with respect to the subject matter of this Agreement.

X. SEVERABILITY

If any of the provisions of this Agreement are found or deemed by a Court of competent jurisdiction to be invalid or unenforceable, they shall be considered severable from the remainder of this Agreement and shall not cause the remainder to be invalid or unenforceable.

XI. AMENDMENTS

This Agreement may be amended by the parties only by a written agreement signed by both parties.

SIGNATURE PAGE TO FOLLOW

WITNESSES:

CITY OF SANDUSKY:

Eric L. Wobser, City Manager

WITNESSES:

CONSULTANT:

George J. Poulos

Approved as to Form:

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

CERTIFICATE OF DIRECTOR OF FINANCE

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

Date

Michelle Reeder
Director of Finance

Account Number



Building Division

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5940

www.ci.sandusky.oh.us

To: Eric L. Wobser, City Manager
From: Scott Thom, Chief Building Official
Date: October 26, 2021
Subject: Commission Agenda Item - Consulting Contract for CY 2022 with Mr. Robert G. Stadler for Alternate Master Plans Examiner and Alternate Building Official.

Items for Consideration: A consulting contract with Mr. Robert G. Stadler to carry out the activities of Alternate Master Plans Examiner and Alternate Building Official for the City of Sandusky.

Background Information: This contract will continue to allow the City of Sandusky to meet the State of Ohio Board of Building Standards Certified Building Divisions/Departments requirements. Under state regulations, a certified building department may contract out the activities of Alternate Master Plans Examiner and Alternate Building Official to state certified professionals.

Budgetary Information: Mr. Stadler will be paid at the rate of \$55.00 per hour for work performed up to a maximum of \$7,500.00. The cost of this contract will be paid with the Building Division operating budget. The plan review expense will be paid by the collection of plan review fees by the Building Division. This contract can be terminated at any time, by either party, with thirty (30) day-notice to the other party.

Action Requested: It is requested that the proper legislation be prepared to enter into contract with Mr. Stadler and that this legislation take effect on January 1, 2022 in full accordance with Section 14 of the City Charter to meet the State of Ohio Board of Building Standards Certified Building Department requirements.

Scott Thom

Chief Building Official

I concur with this recommendation:

Eric L. Wobser
City Manager

John Orzech
Assistant City Manager

cc: Cathy Myers, Clerk of the City Commission
Brendan Heil, Law Director
Michelle Reeder, Finance Director

CERTIFICATE OF FUNDS

In the Matter of: Robert Stadler Agreement

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

Account # 110-4090-53000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 11/3/2021

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONSULTING CONTRACT WITH ROBERT G. STADLER FOR CY 2022; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Building Division desires to use the services of Robert G. Stadler to carry out the activities of Alternate Building Official and Alternate Master Plans Examiner for the City of Sandusky; and

WHEREAS, this contract allows the City of Sandusky to meet the State of Ohio Board of Building Standards Certified Building Department requirements; and

WHEREAS, under state regulations, a certified building department, such as the City's, may contract out the activities of Building Official and Master Plans Examiner to state certified professionals; and

WHEREAS, Robert G. Stadler has performed these activities in the past and is currently certified to do so; and

WHEREAS, Robert G. Stadler will be paid at the rate of \$55.00 per hour up to a maximum of \$7,500.00 and the funds to cover this contract are included in the Building Division's operating budget, with a portion of the cost for plan review to be paid by the collection of plan review fees by the Division of Building Inspection; 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 contract prior to the commencing date of January 1, 2022; 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 Building Division, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The City Manager is hereby authorized and directed to enter into a Consulting Contract, a copy of which is attached to this Ordinance and marked Exhibit "A" and the original being on file with the Division of Building Inspection, with Robert G. Stadler for services as an Alternate Building Official and Alternate

Master Plans Examiner for CY 2022. This Contract is necessary to meet the State of Ohio Board of Building Standards Certified Building Department requirements.

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: November 8, 2021

AGREEMENT FOR SERVICES OF CONSULTANT

This Agreement made on and entered into on this ____ day of _____, 2021, between the City of Sandusky, Ohio, a Municipal Corporation of the State of Ohio, located in the County of Erie, herein referred to as "City," and Robert G. Stadler herein referred to as "Consultant."

In consideration of the mutual promises herein set out, the parties agree as follows:

I. RECITALS

The City desires to contract with the Consultant to provide technical assistance and professional expertise as an Alternate Master Plans Examiner (examining and judging building plans required to be submitted to the building department for approval), and an Alternate Building Official (performing the necessary inspections of new and existing buildings and structures for compliance with applicable legal requirements), in order to assist the City's Building Department and the City's Chief Building Official.

The Consultant acknowledges that he currently has the necessary education and experience to provide the services required by this agreement and will continue to maintain all certifications and professional licenses and attend required continuing education seminars, in order to provide the City with the consulting services required by this agreement.

II. SCOPE OF SERVICES / NON-ASSIGNMENT

The Consultant agrees to personally furnish professional and technical assistance at the request of the City's Chief Building Official or the Chief Development Officer, which includes but is not limited to the following:

- a. Alternate Master Plans Examiner:

Consultant shall review and examine, with authority to approve, building plans submitted for approval in order to obtain appropriate building permits, thereby ensuring the continued certification of the City of Sandusky's Building Department;

b. Alternate Building Official:

Consultant shall inspect new and existing buildings and structures to ensure compliance with all applicable laws, regulations, and standards, which shall include the authority of condemnation of property and all appropriate nuisance abatement up to and including demolition of unsafe structures.

Consultant shall perform the duties under this agreement personally and shall not assign or delegate the performance of those duties to any other person.

III. INDEPENDENT CONTRACTOR

Consultant acknowledges that he is an independent contractor while performing the services required in this agreement. The City is contracting with Consultant for the services described within the body of this agreement and Consultant reserves the right to determine the method and manner by which the services will be performed subject to any timelines of certain services which is or may be required by the Governing Laws and Procedures. The City acknowledges that Consultant has other clients and offers services to the general public and that the order or sequence in which Consultant performs the services to the City is under the Consultant's control subject to the time devoted by Consultant necessary to comply with any applicable time requirements.

IV. INSURANCE

Consultant agrees to maintain a business liability insurance policy.

V. CONFIDENTIALITY

Consultant agrees that any information communicated in any manner to the Consultant during the performance of the services required by this agreement, which concerns confidential personal, financial or other affairs of the City or the public shall be treated by the Consultant as confidential and shall not be revealed or discussed unless specifically authorized in writing by the City to do so.

VI. COMPENSATION

Consultant shall be paid at the rate of Fifty-Five and 00/100 Dollars (\$55.00) per hour for work performed in accordance with this agreement up to a maximum of Seven Thousand Five Hundred and 00/100 Dollars (\$7,500.00) per year.

Consultant agrees to timely submit monthly invoices to the Department of Community Development of the City representing services rendered for the previous 30 day period. The City agrees to make timely payment to Consultant within 30 days after receipt of the monthly invoice from Consultant.

VII. TERM AND TERMINATION

This agreement will begin January 1, 2022, and will terminate December 31, 2022. Either party may terminate this agreement by giving 30 days written notice to the other party by certified mail, return receipt requested, to Consultant at 1722 Shearwater Circle E, Huron, Ohio 44839, and to the City at 240 Columbus Avenue, Sandusky, Ohio 44870, Attention: City Manager.

The notice of termination is deemed to be effective upon receipt by the other party. Upon termination of this agreement, Consultant shall have no

further obligation to provide services to the City and the City shall have no further obligation to pay compensation beyond that for services rendered before the notice of termination is received or December 31, 2022, whichever occurs first.

VIII. PARTIES BOUND

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

IX. ENTIRE AGREEMENT

This Agreement sets forth the entire Agreement between the parties with regard to the subject matter of this Agreement. No other agreements, representations or warranties have been made by either party to the other with respect to the subject matter of this Agreement.

X. SEVERABILITY

If any of the provisions of this Agreement are found or deemed by a Court of competent jurisdiction to be invalid or unenforceable, they shall be considered severable from the remainder of this Agreement and shall not cause the remainder to be invalid or unenforceable.

XI. AMENDMENTS

This Agreement may be amended by the parties only by a written agreement signed by both parties.

SIGNATURE PAGE TO FOLLOW

WITNESSES:

CITY OF SANDUSKY:

Eric L. Wobser, City Manager

WITNESSES:

CONSULTANT:

Robert G. Stadler

Approved as to Form:

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

CERTIFICATE OF DIRECTOR OF FINANCE

The undersigned, fiscal officer of the City of Sandusky, hereby certifies that the moneys required to meet the obligations of the City during the year 2022 under the Agreement have been lawfully appropriated by the Commission of the City for such purposes and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Date

Michelle Reeder
Director of Finance

Account Number



CITY MANAGER

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5846
www.cityofsandusky.com

To: Eric Wobser, City Manager
From: Troy Vaccaro, Fleet Maintenance Chief Foreman
Date: October 26, 2021
Subject: **Commission Agenda Item – Permission to dispose of unneeded items**

ITEM FOR CONSIDERATION: It is requested that the City Commission authorize legislation to dispose of four vehicles, pursuant to Section 25 of the City Charter.

BACKGROUND INFORMATION: It has been determined by the Fleet Maintenance Chief Foreman and corresponding Department Head that the vehicles listed below are beyond their useful life or of no use to the City and that the items should be declared obsolete, unnecessary, and unfit for City use. It is requested that the items be sold on GovDeals, an internet auction site for government entities.

1996 Ford F350 Flatbed, Vin-2FDKF38G9TCA25515, 110,277 miles. This truck was purchased new and used solely by Horticultural Services. Proceeds of this sale will be deposited into the City's Issue 8 revenue account.

2001 GMC Sierra 1500, Vin-2GTEC19V611100398. This vehicle was seized by the Police Department and was awarded to the Department by the Courts. Proceeds of this sale be deposited into the Law Entrustment Fund.

2006 Ford Fusion, Vin-3FAFP07Z36R170457. This vehicle was seized by the Police Department and awarded by the Courts. Proceeds of this sale will be deposited into the Law Enforcement Trust Fund.

2007 Chevrolet Tahoe, Vin-1GNFK13007R327291. This vehicle was seized by the Police department and awarded by the Courts. Proceeds of this sale will be deposited into the Law Enforcement Trust Fund.

The vehicles listed above were forfeited to or confiscated by the Sandusky Police Department and any related Court cases have been adjudicated and closed thereby eliminating the need to retain the vehicles as evidence.

BUDGETARY INFORMATION: Proceeds from the sale of items will be placed into the City's issue 8 revenue account and the Law Entrustment Trust Fund.

ACTION REQUESTED: It is requested the attached legislation be approved authorizing the disposal of the vehicles and equipment listed above. It is further requested this legislation take immediate effect in full accordance with Section 14 of the City Charter in order to allow for the depreciating items to be placed on the internet and sold at the earliest opportunity to continue with good housekeeping practices.

I concur with this recommendation:

Eric Wobser, City Manager

John Orzech, Assistant City Manager

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO DISPOSE OF VEHICLES AND MISCELLANEOUS ITEMS AS HAVING BECOME UNNECESSARY AND UNFIT FOR CITY USE PURSUANT TO SECTION 25 OF THE CITY CHARTER; 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 following vehicles have been determined by the Fleet Maintenance Chief Foreman corresponding Department Head to be beyond their useful life and/or of no use to the City and is recommending the vehicles be declared obsolete, unnecessary and unfit for City use and it is requested the items be disposed of via www.Govdeals.com, which is an internet auction site for governmental entities:

<u>Year / Make / Model</u>	<u>Vehicle ID Number</u>	<u>Mileage</u>
1996 Ford F350 Flatbed	2FDKF38G9TCA25515	110,277
2001 GMC Sierra 1500	2GTEC19V611100398	
2006 Ford Fusion	3FAFP07Z36R170457	
2007 Chevrolet Tahoe	1GNFK13007R327291	

WHEREAS, the 2001 GMC Sierra, 2006 Ford Fusion, and the 2007 Chevrolet Tahoe listed above were forfeited to or confiscated by the Sandusky Police Department and any related Court cases have been adjudicated and closed thereby eliminating the need to retain the vehicles as evidence; and

WHEREAS, the proceeds from the sale of the police vehicles will be placed into the Law enforcement Trust Fund and the proceeds from the sale of the flatbed truck will be placed into the Issue 8 revenue account; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to allow the depreciating vehicles and items to be placed on the internet for auction at the earliest opportunity to continue with good housekeeping practices; and

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

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

Section 1. This City Commission finds and determines that the vehicles described in the preamble above have become obsolete and are unnecessary and unfit for City use pursuant to Section 25 of the City Charter and the City Manager is authorized and directed to dispose of the vehicles no longer needed for City purposes through internet auction, public auction, or by sale process with the proceeds from the sale of the police vehicles to be placed into the Law Enforcement Trust Fund and the proceeds from the sale of the 1996 Ford Flatbed to be placed into the Issue 8 revenue account.

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: November 8, 2021



240 Columbus Avenue
Sandusky, Ohio 44870
419.621.8462
www.ci.sandusky.oh.us

TO: Eric Wobser, City Manager

FROM: Nicole Grohe, Community Development Grant Administrator

DATE: October 27th, 2021

SUBJECT: **Serving our Seniors Vehicle Lease**

ITEM FOR CONSIDERATION: The purpose of this communication is to request approval of legislation to authorize the City Manager to enter into a Lease Agreement with Serving Our Seniors (SOS) for five (5) wheelchair accessible vehicles.

BACKGROUND INFORMATION: The City currently leases five (5) vehicles from SOS and these leases expire on September 30, 2021. The City and SOS desire to continue the lease agreements for the following vehicles:

- 2014 Ford E-350 1FDEE3FL0EDA72080
- 2017 Ford E-350 1FDEE3FS8HDC57411
- 2017 Ford E-350 1FDEE3FS3HDC57414
- 2017 Ford E-350 StarCraft 1FDEE3FS3HDC70874
- 2017 Ford E-350 StarCraft 1FDEE3FS2HDC70896

STS would be leasing five (5) vehicles for fixed route, demand response and door-to-door service offered within the STS service area for the period of October 1, 2021 through September 30, 2022.

First Transit has agreed to provide normal PM services and repair to the vehicles.

BUDGET IMPACT: There is no additional cost associated with this Resolution. It is intended to cooperatively plan for the future of transit services in Sandusky, Erie County political subdivisions and Local Agencies.

ACTION REQUESTED: It is requested legislation be adopted by the City Commission to allow the City Manager to execute the lease agreement. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter in order for the Lease Agreement to be immediately executed as the commencing date began on October 1, 2021 and to allow the City to continue to utilize the vehicles for public transportation services.

Nicole Grohe
Community Development Programs Administrator

I concur with this recommendation:

Jonathan Holody
Community Development Director

Eric Wobser
City Manager

cc: Brendan Heil, Law Director
 Michelle Reeder, Finance Director
 Cathy Myers, Clerk of City Commission

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A LEASE AGREEMENT WITH SERVING OUR SENIORS (SOS) FOR THE PURPOSE OF LEASING FIVE (5) TRANSIT VEHICLES FOR USE BY THE SANDUSKY TRANSIT SYSTEM FOR THE PERIOD OF OCTOBER 1, 2021, THROUGH SEPTEMBER 30, 2022; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City currently leases five (5) transit vehicles from SOS for the purpose of providing public transportation services in Erie County, Ohio, and these leases expired on September 30, 2020; and

WHEREAS, the City and SOS desire to continue the leases for the period of October 1, 2021, through September 30, 2022, which termination date will coincide with the proposed Transportation Services Agreement requested for approval in companion legislation; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately execute the Lease Agreement, which commenced on October 1, 2021, and allow the City to continue to utilize the vehicles for public transportation services; and

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

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

Section 1. The City Manager is authorized and directed to enter into a Lease Agreement with Serving Our Seniors (SOS) for the purpose of leasing five (5) transit vehicles for the period of October 1, 2021, through September 30, 2022, for use by the Sandusky Transit System, substantially in the same form as Exhibit "1", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Ordinance.

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

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: November 8, 2021

LEASE AGREEMENT

This Agreement is made this _____ day of _____, 2021, by and between Serving Our Seniors, Inc., a private non-profit corporation located at 310 E. Boalt Street, Sandusky, Ohio 44870 (hereinafter referred to as Lessor) and the City of Sandusky (Sandusky Transit System), an Ohio Charter Municipal Corporation with offices at 240 Columbus Avenue, Sandusky, Erie County, Ohio 44870, (hereinafter referred to as Lessee) for complimentary public transportation services to Lessor.

WHEREAS, Lessor owns transit vehicles and desires to lease the vehicles to Lessee for the purpose of providing demand response (door to door), elderly and disabled transportation, and public transportation services in Erie County, Ohio;

WHEREAS, Lessee desires to lease the transit vehicles from Lessor for the purposes of providing demand response (door to door), elderly and disabled transportation, and public transportation services in Erie County, Ohio;

NOW THEREFORE, in consideration of the mutual covenants and considerations herein recited and contained, Lessor and Lessee for the purposes of providing demand response (door to door), elderly and disabled transportation, and public transportation services in Erie County, Ohio, agree as follows:

1. Lease.

Lessor hereby leases to the Lessee, and the Lessee hereby leases from the Lessor, subject to all the terms and conditions contained in this Lease, the following motor vehicle(s) (the "Equipment"):

Year	Make	Model	VIN	Agency ID
2014	Ford	E-350	1FDEE3FL0EDA72080	1401
2017	Ford	E-350	1FDEE3FS8HDC57411	1711
2017	Ford	E-350	1FDEE3FS3HDC57414	1712
2017	Ford	E-350 Starcraft	1FDEE3FS3HDC70874	1713
2017	Ford	E-350 Starcraft	1FDEE3FS2HDC70896	1714

2. Title.

This Lease creates a lease only of the Equipment, and shall not be deemed to affect a sale of the Equipment or the creation of a security interest in favor of the Lessee in the Equipment. The Lessor shall remain at all times the sole owner of the Equipment, and nothing contained in this Lease, or the payment of rent or other amounts pursuant to this Lease, shall enable the Lessee to acquire and right, title, or other interest in the Equipment other than the leasehold interest described in this Lease.

Lien holders:

- A. The State of Ohio, who is the first lien holder up to the disposition of the vehicle.
- B. The Lessor.

3. Use of Equipment.

The purpose of the lease is to provide demand response (door to door), elderly and disabled transportation, and public transportation services in Erie County, Ohio and the services provided will not be duplicative of Lessor's general public transportation service. Lessee agrees to promote service as connecting to Lessor routes. Additionally, Lessee agrees to publish material (i.e. brochures) which promote connections to the Lessor.

4. Taxes; Other Charges, Permits.

Lessee shall pay all use taxes, personal property and other direct taxes (federal, state, and local charges and fees) related the public transportation services. Lessee will observe safety rules and other requirements of regulatory bodies and pay all fines due to overload, lack of plates, permits, speeding, etc. Lessor has the option to pay outstanding taxes, licensing, registrations, approvals, permit fees, fines or other charges. Lessee has thirty (30) days to pay Lessor after receipt of invoice related to any payments made by Lessor on behalf of Lessee. Any failure shall be deemed default under section 11. Default.

5. Maintenance and Repair.

Lessee shall pay all expenses (i.e. wages, fuel, oil, tires etc.) and to keep Equipment in a state of good repair. Lessee will provide appropriate facilities for Equipment including maintaining, cleaning, inspecting and storing Equipment and shall return the vehicle in operating order and same condition and state of good repair as date of delivery excluding normal wear and tear.

6. Insurances.

Lessee agrees to carry automobile insurance on the Equipment that is compliant with the Ohio Department of Transportation insurance requirements with a responsible insurance underwriter and as set forth below during the term of this Agreement:

General Liability:

\$500,000 per occurrence

\$300,000 bodily injury

\$50,000 property damage

Certificates:

The Lessee will provide Lessor with a certificate of insurance evidencing the required coverages and amounts. The policy of insurance cannot be modified without thirty (30) days' prior written notice to the Lessor.

7. Operators.

Lessee will provide sole control, supervision and responsibility for and over the operator or operators of the Equipment with competent licensed drivers, trained to Ohio Department of Transportation requirements.

8. Maintenance Records.

Lessee will maintain copies of all maintenance records including preventative maintenance (PM) checklists and work orders. Upon request from Lessor, the Lessee will provide records for required reporting to the Ohio Department of Transportation.

9. Monthly Ridership Reporting.

Lessee shall provide ridership records upon request throughout the terms of the Lease.

10. Return of Vehicles.

On expiration of the Lease term, or earlier termination of the Lease, the Lessee will return Equipment to the Lessor in same condition with reasonable wear and tear accepted and return the Equipment to Lessor to a mutually agreed upon location.

11. Default.

In the event the Lessee fails to perform any of the terms, obligations, conditions and covenants contained in this Lease and required by the Lessee, including any acts set forth in the Maintenance and Repair section above (Section 5), are cause for default and the Lessor may retake and retain the Equipment without due legal process. Including the right to enter property to repossess Equipment and all rights of lease will terminate immediately. Lessor has the right to hold personal property obtained in repossession and hold things of value in public storage at the expense of the Lessee.

Additionally, should the Lessee make any attempt to sell the property or otherwise create encumbrances or levies on the property, this will be deemed an immediate default and the Lessor shall have all rights of repossession as stated above.

12. Waiver.

Failure of Lessor to punctually exercise Lessor's rights in relation to breach of terms shall not be deemed a waiver if:

- such right or remedy;
- the requirement of punctual performance, or any subsequent breach or default on the part of the Lessee.

13. Term/Termination.

The term of this Lease shall commence on October 1, 2021, and terminate on September 30, 2022. This Lease may also be extended on a monthly basis upon the written approval of both parties.

Should the Lessee discontinue its specialized elderly and disabled services (or use public transportation services) or no longer have a desire to use the Equipment during the Lease period, the Lessee shall return the Equipment to the Lessor at address above set forth, in good operating order and in the same condition and state of good repair as at the date of the original delivery, ordinary wear and tear excepted.

Upon full compliance with terms of the Lease, the lease is terminated and neither party shall have any further right or obligations under this Lease. If Lessee is not in full compliance, the Lessor shall have the right to require full compliance with this Agreement notwithstanding the return of the Equipment. As to any partial return of Equipment the lease is still in full effect as to any unreturned property.

14. Accelerated Termination.

If at any time during the terms of this Lease, the Lessor is required to terminate this Lease by ODOT, the FTA, or any other federal agency having jurisdiction over the Lessor or the equipment, or any agency which provided funds or assistance in the Lessor's acquisition of the Equipment, then the Lessor shall have the right to terminate this Lease upon reasonable notice, and the Lessee shall have and bring no claim of any nature whatsoever against the Lessor as a result of such termination.

15. Warranties.

Lessor makes no warranties of any nature, whether expressed or implied, concerning the equipment, or any concerning the equipment and/or its use by Lessee. Lessee accepts the equipment in "as is" condition. The Lessor specifically disclaims any implied warranty of merchantability or fitness for a particular purpose.

16. Prohibited Interest.

No officer, member or employee of Lessor shall participate in any decision relating to this Lease which affects his/her personal interests or the interest of any other business in which the Lessor has any personal or pecuniary interest, direct or indirect, in this lease or the proceeds thereof.

17. Equal Employment Opportunity / Civil Rights Requirements.

In connection with the execution of this contract, Lessee shall not discriminate against any employee or applicant for employment or use of the transportation service provided because of race, religion, color, sex, age, or national origin. Lessee shall take affirmative action to ensure the applicants are employed and that employees are treated during their employment, without regard to their race, religion, color, sex, age, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment, or advertising, layoff or termination, and selection for training including apprenticeship.

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, Lessee agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition,

Lessee agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Service Provider agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. Lessee agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Lessee agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, Lessee agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Lessee agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Lessee agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to

employment of persons with disabilities. In addition, Lessee agrees to comply with any implementing requirements FTA may issue.

(3) Lessee also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

(4) Lessee shall document such affirmative action efforts by providing the Lessor with data relating to the sex, race, age, and classification of each employee of Lessee's organization.

18. Civil Rights Requirements.

Lessee will comply with all requirements imposed by Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), the Regulation of DOT issued thereunder (CFR Title 49, Subtitle A, Part 21).

19. Compliance with the Americans with Disabilities Act (ADA) Requirements.

Lessee must comply with the Americans with Disabilities Act. Lessee agrees that as a condition to this Agreement that no otherwise qualified disabled person shall, solely by reason of his/her disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under this program or activity that receives or benefits from Federal financial assistance administered by the Lessee through funding by ODOT and FTA.

Lessee shall not be responsible for any violations of the complimentary paratransit provision of the Americans with Disabilities Act or its regulations for service denials in the event Lessee does not authorize the number of vehicle hours required to meet all the trip demand. Lessee shall not be required to provide service without compensation. Lessee shall be solely responsible for adopting operating policies which are in compliance with the ADA.

Lessee agrees to ensure that its equipment is ADA accessible at all times. Lessee further agrees to provide proper preventative maintenance procedures for wheelchair lifts and prompt repair to maintain accessibility. Lessee agrees to have clear and accurate records on lift preventative maintenance and repairs. Furthermore, Lessee agrees to provide operators that are properly trained on providing safe access to persons with disabilities and persons using the wheelchair lift.

20. Minority and Disadvantaged Business Enterprise (DBE).

Policy. It is the policy of US DOT that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently, the DBE requirements of 49 CFR Part 26 apply to this Agreement.

DBE Obligation. The Lessor and Lessee agree to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this contract. In this regard the Lessor and Lessee shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 and the DBE Policy as established by the City of Sandusky to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts.

Lessee shall not exclude DBEs from participation in business opportunities by entering into long-term, exclusive agreements with non-DBEs for operation of major transportation related activities or for the provision of goods and services for the Project.

21. Indemnification.

Only to the extent permitted by law, the Lessee covenants and agrees to indemnify, defend, and hold harmless the Lessor, the Lessor's Board of Commissioners and its employees, individually and collectively, from all fines, suits, claims, demands, actions, costs, expenses, or liabilities of any kind or nature, including legal expenses and attorney's fees, arising from the use, maintenance, and operations of the equipment.

22. Entire Agreement and Signature.

This instrument contains the entire agreement between the parties, and shall be binding on their respective heirs, executors, administrators, legal representatives, successors and assigns. The Agreement may not be amended or altered except by a written agreement signed by both parties.

SIGNATURE PAGE TO FOLLOW

IN WITNESS THEREOF, the parties have executed this Agreement on the day and year first written above.

In the presence of:

LESSOR: SERVING OUR SENIORS, INC.

Witness

Sharon Turini-Kent, President of the
Board of Trustees

Witness

Dave Brink, Treasurer of the Board of
Trustees

EXHIBIT "1"

LESSEE: CITY OF SANDUSKY

Witness

Eric L. Wobser, City Manager

Approved as to Form:

Brendan L. Heil #0091991
Law Director
City of Sandusky



TO: Eric Wobser, City Manager

FROM: Nicole Grohe, Community Development Grant Administrator

DATE: October 27th, 2021

SUBJECT: **Serving our Seniors Contract for Transportation Services**

ITEM FOR CONSIDERATION: Legislation requesting approval for the City Manager to enter into a one (1) year contract for transportation services between the City of Sandusky / Sandusky Transit System and Serving Our Seniors.

BACKGROUND INFORMATION: The Sandusky Transit System (STS) will provide safe, reliable, transportation services to Erie County older adults, to support their independent functioning while living independently for clients of Serving Our Seniors (SOS). These clients are transported on a daily schedule coordinated between STS and SOS. SOS is under the direction of Executive Director Sue Daugherty. In consideration for discounted transportation service, as provided within the contract, SOS shall lease to the City five (5) vehicles.

This contract will be in effect from October 1, 2021 until September 30, 2022. The contract will not exceed a total amount of \$211,440. The agreement also provides free trips for approved SOS clients on STS fixed route system in exchange for the leased vehicles.

STS will provide SOS with reports, training and information that were agreed upon in said proposed contract. SOS will be invoiced and billed on a monthly basis and be expected to pay in a timely manner. The money received from this contract will help meet the local match for all Ohio Department of Transportation (ODOT) Transit grants.

BUDGET IMPACT: STS will receive a monthly flat rate of \$17,620 from SOS for the length of the proposed contract to provide transportation services to existing Serving Our Seniors clients. This money collected will be used to offset the capital planning and operating expenses through the Ohio Department of Transportation (ODOT).

ACTION REQUESTED: It is requested legislation be adopted allowing the City Manager to enter into a one (1) year contract for transportation services with Serving Our Seniors. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter to approve the terms of the agreement which commenced on October 1, 2021 and immediately execute the agreement.

Nicole Grohe

Community Development Programs Administrator

I concur with this recommendation:

Jonathan Holody

Community Development Director

Eric Wobser

City Manager

cc: Brendan Heil, Law Director

Michelle Reeder, Finance Director

Clerk of City Commission

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR TRANSPORTATION SERVICES BETWEEN THE CITY OF SANDUSKY AND SERVING OUR SENIORS (SOS) FOR THE PERIOD OF OCTOBER 1, 2021, THROUGH SEPTEMBER 30, 2022; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, Serving Our Seniors (SOS) is a private non-profit corporation that sponsors transportation services for the benefit of senior citizens, who are living independently in Erie County, age sixty (60) and older, using public transportation services provided by the Sandusky Transit System; and

WHEREAS, the City through its public transit system, agrees to provide weekday Demand Response transportation services to Erie County residents aged sixty (60) and over who have been verified by SOS as not being a resident of an assisted living facility, nursing home, skilled nursing facility, or a consumer of an adult day care center for a monthly flat fee; and

WHEREAS, SOS owns five (5) vehicles that it desires to continue to lease to the City, at a cost of \$0.00/month per vehicle, in consideration for the provision of free public transportation services on Fixed Routes for Erie County residents aged sixty-five (65) and over; and

WHEREAS, approval to enter into another Lease Agreement for these vehicles is being requested in companion legislation; and

WHEREAS, the City through its public transit system, agrees to provide transportation services on Fixed Routes at no cost to Erie County residents aged sixty-five (65) and over, registered with SOS and possess a valid pass issued by SOS in consideration of the lease for the five (5) vehicles from SOS; and

WHEREAS, the Sandusky Transit System will receive from SOS a monthly flat fee of \$17,620.00 for Demand Response transportation services for a total annual amount of \$211,440.00 for the period of October 1, 2021, through September 30, 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 in order to immediately execute the Lease Agreement, which commenced on October 1, 2021, and to continue providing transportation services to Serving Our Seniors; and

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

immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The City Manager be and hereby is authorized to execute an Agreement with Serving Our Seniors for transportation services for the period from October 1, 2021, through September 30, 2022, 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. 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: November 8, 2021

Mission Statement

To provide safe public transportation service to all service area residents in a timely, courteous and cost-effective manner in order to contribute to their quality of life.

Sandusky Transit complies with Title VI of the Civil Rights Act and with all Americans with Disabilities Act (ADA) standards.

This brochure is available in alternative formats. This can include, but is not limited to: braille, other languages, audio tapes, etc.

STS is funded in part by the City of Sandusky, City of Vermilion, ODOT and the Federal Transit Administration.

Rules of the Ride

- **Put on your seat belt** as soon as you are seated in the vehicle.
- **Smoking, eating, or drinking** is not permitted on any STS vehicle.
- **You may use an audio player** as long as playback is through headphones.
- **If you plan to transport an animal**, please notify dispatch when you make your reservation. All animals must be on a leash or in a pet carrier.
- **Tobacco, alcohol, drugs & unlawful weapons** are prohibited on all STS property (unless allowed by state law).
- **STS buses are community spaces.** Treat everyone around you with kindness and respect.

Complaints

Complaints (including Title VI and ADA) should be directed to the Transit Administrator at 419.621.8462. Questions and complaints will be responded to verbally and/or by written communication within seven (7) days of receipt.

Contacts & Comments

For comments, complaints (including Title VI & ADA complaints) or suggestions, please contact:

Transit Administrator
Sandusky Transit System
240 Columbus Avenue
Sandusky, OH 44870

Email: info@SanduskyTransit.com
Phone: 419.621.8462
Fax: 419.626.0482



SANDUSKY TRANSIT SYSTEM

RIDER GUIDE & MAP



419.627.0740

Toll Free 1.855.612.5176
Ohio Relay Service 1.800.750.0750

Route information available
on Google Maps and the Transit App



1230 N. Depot Street
Sandusky, OH 44870

sanduskytransit.com
f t @sanduskytransit



DIAL-A-RIDE & ADA PARATRANSIT SERVICE

The Sandusky Transit System (STS) Dial-A-Ride is a demand responsive, curb-to-curb, advance reservation, shared ride transportation service that is provided within Erie County. STS is open to the general public and vehicles are wheelchair accessible.

There are no restrictions on the purpose or the number of trips which may be taken. Riders are required to share the vehicle with other riders who are traveling at the same time in the same direction. The number of carry-on items is limited to what the rider can comfortably carry.

STS vehicles are handicapped accessible and designed to accommodate wheelchairs, walkers, crutches, canes, service animals or other mobility aids. Lifts and tie-downs accommodate most commonly used wheelchair models. Please contact STS dispatch to see if your wheelchair can be transported safely.

If you have a disability that prevents you from using STS fixed-route service, paratransit service will travel up to 3/4 mile one-way distance from an STS line.

Paratransit service is available to qualified individuals who apply, following an assessment made by STS staff and healthcare professionals. The application for paratransit services can be found online at sanduskytransit.com.

Car seats are not provided. If your child requires a car seat, you must provide one.

Accessing Dial-A-Ride & Paratransit Service

- Call 419.627.0740 to schedule your ride up to two weeks in advance.
- Advance reservations are required.
- Inform dispatch of any special needs such as a wheelchair, personal attendant, or a service animal.
- Be ready 15 minutes before and after your scheduled ride. This is a pick-up "window" of time. The driver will wait up to 5 minutes.
- Cancellations must be received no later than two (2) hours before the scheduled pick-up time to avoid a late cancellation charge.
- Riders who do not take a scheduled ride when the vehicle has arrived or is more than 5 minutes late will be charged for a no-show.
- Three or more late cancellations or no-shows in a 30-day period will prompt a review that may result in a suspension of service for up to 30 days.

Assistance

Assistance will be provided by the driver when boarding and alighting from the vehicle. The driver will tie down wheelchairs, secure packages, and assist with seat belts. If passengers require a mobility-assistance attendant or a service animal, please notify the STS dispatcher at time of reservation. The attendant may ride free.

Tickets

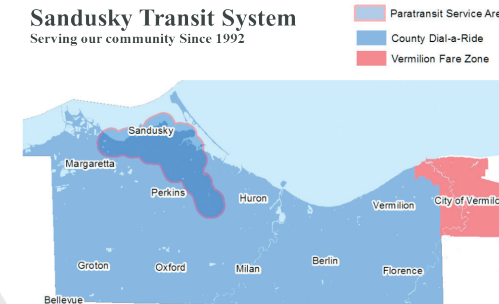
Tickets for Dial-A-Ride/Paratransit may be purchased at:
City of Sandusky
Customer Accounting Office
240 Columbus Avenue
Sandusky, OH 44870

Dial-A-Ride Hours

Monday - Saturday 6:00 a.m. - 10:00 p.m. (No Sunday Service)
Scheduling Trips: Monday - Friday 8:00 a.m. - 4:00 p.m.

ADA Paratransit Service Hours

7 days a week - 5:00 a.m. - 12:00 a.m.
Scheduling Trips: 419.627.0740; Monday - Friday 8:00 a.m. - 4:00 p.m.



STS (FIXED ROUTE)

STS offers a fixed-route bus service. Drivers will only stop at marked bus stops. Please wait for the bus at a sign or a shelter.

During Your STS Trip

Have your exact fare ready as you board the bus. Insert payment into the top of the glass fare box. Drivers do not carry change. After paying please move promptly to a seat or grab a rail behind the white floor stripe.

Leaving The Bus

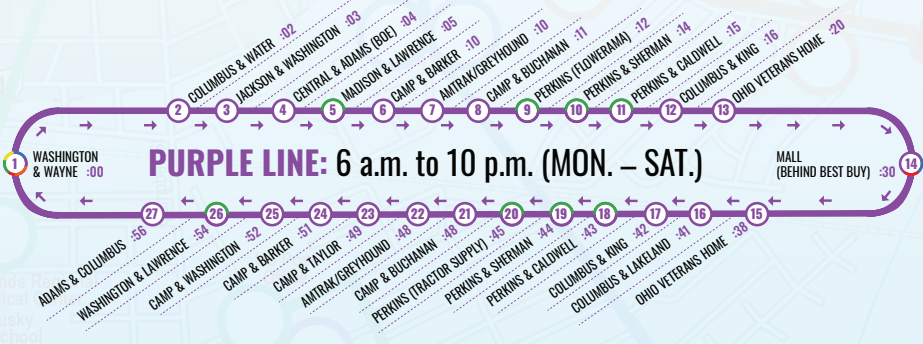
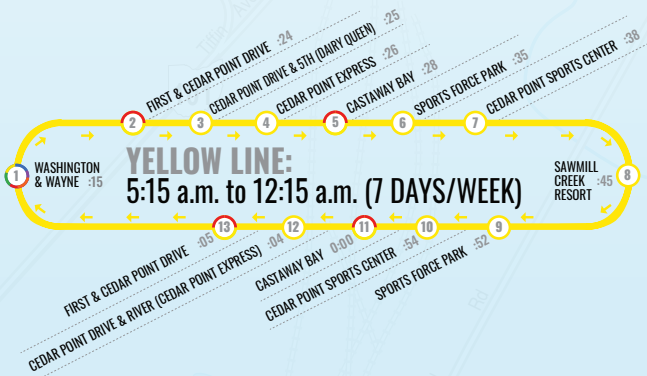
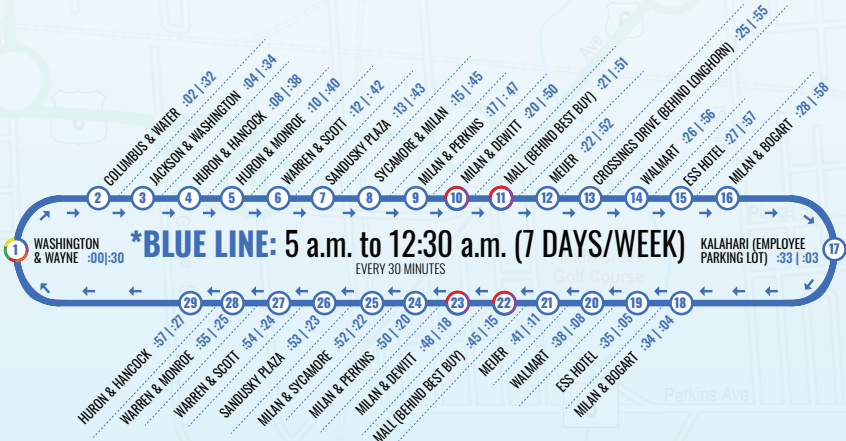
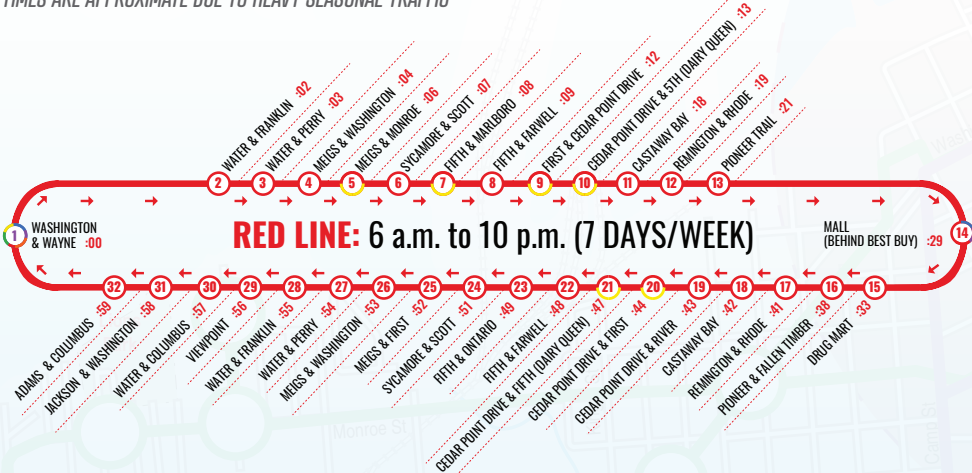
Signal that your stop is near by telling the driver or by pulling the cord by the window. The "stop requested" sign will light. Wait until the bus is fully stopped to exit.

Inclement Weather

STS will make every attempt to contact a rider about a cancelled ride due to inclement weather. Listen to WCPZ (102.7 FM), WLEC (1450 AM), follow us on Facebook or Twitter, or call STS dispatch if in doubt.

BUSES RUN EVERY HOUR OR HALF-HOUR* ON THE FOLLOWING LINES:

TIMES ARE APPROXIMATE DUE TO HEAVY SEASONAL TRAFFIC



ROUTE INFORMATION ON GOOGLE MAPS AND THE TRANSIT APP



FARE PRICES

Dial-A-Ride (One-Way Trip)

- \$5.00 all of Erie County
- \$3.00 to/from/within City of Vermilion and 10-mile radius of Vermilion.
- Children 5 years and under ride free.
- **Exact fare is required. Drivers do not carry change.**
- Reduced fares for Dial-A-Ride service is available for those 65+ or with a qualifying disability.
- Applications are available at 240 Columbus Ave., Sandusky, OH 44870 or by visiting our website at sanduskytransit.com.

Fixed Route

- Adult - \$1.50 per trip
- Children 5 & under ride free with an accompanying adult.
- **Exact fare is required. Drivers do not carry change.**
- Paratransit eligible persons ride STS for \$3 with a valid pass.
- Transfers between STS buses are free with a valid transfer pass.

FOLLOW US ON FACEBOOK AND TWITTER @SANDUSKYTRANSIT

GOOGLE TRANSIT ONLINE
Go to google.com/transit or download the Google Maps App. Enter your "From" and "To" for bus routes, travel time and cost. It's that easy!

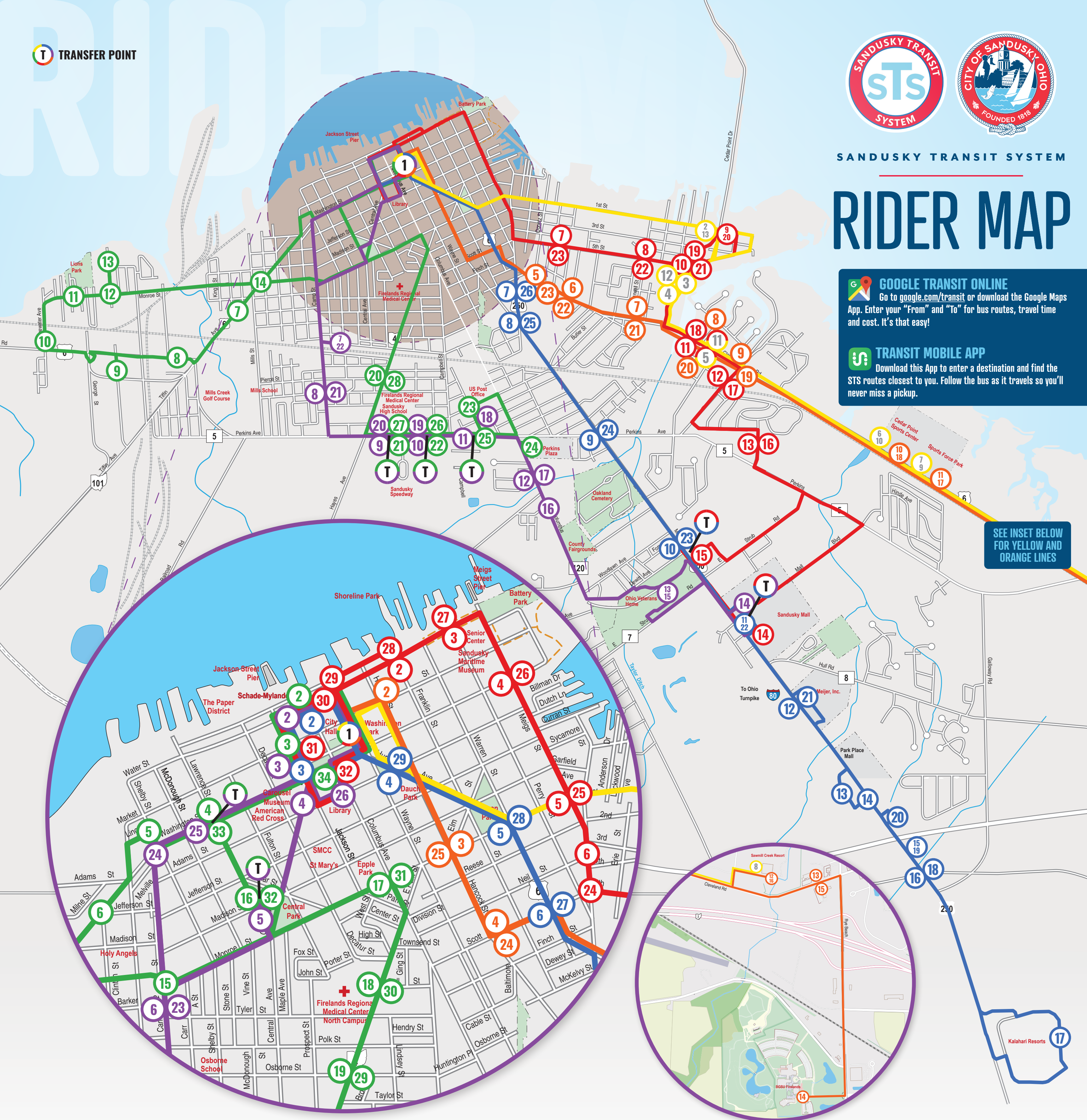
TRANSIT MOBILE APP
Download this App to enter a destination and find the STS routes closest to you. Follow the bus as it travels so you'll never miss a pickup.

RIDER MAP

GOOGLE TRANSIT ONLINE
Go to [google.com/transit](https://www.google.com/transit) or download the Google Maps App. Enter your "From" and "To" for bus routes, travel time and cost. It's that easy!

TRANSIT MOBILE APP
Download this App to enter a destination and find the STS routes closest to you. Follow the bus as it travels so you'll never miss a pickup.

SEE INSET BELOW
FOR YELLOW AND
ORANGE LINES



**Agreement: Transportation Services
Serving Our Seniors
And the City of Sandusky**

This Agreement is made and entered into this ____ day of _____, 2021 by and between the City of Sandusky (City) / Sandusky Transit System (STS), 240 Columbus Avenue, Sandusky, Erie County, Ohio 44870, [City] and Serving Our Seniors, Inc., 310 E. Boalt Street, Sandusky, Erie County, Ohio 44870, [SOS], collectively the Parties, under the conditions agreed upon as enumerated below, for the provision of transportation services to Erie County residents aged sixty (60) and over:

WHEREAS, SOS is a private non-profit corporation that sponsors transportation services for the benefit of senior citizens, who are living independently in Erie County, age sixty (60) and older, using public transportation services provided by the Sandusky Transit System;

WHEREAS, "Demand Response System" is defined by the Federal Transit Administration as any non-fixed route system of transporting individuals that requires advanced scheduling including services provided by public entities, non-profits, and private providers. An advance request for service is a key characteristic of demand response service;

WHEREAS, the City operates the Sandusky Transit System (STS) which provides public transportation within certain areas of Erie County, Ohio;

WHEREAS, the City through its public transit system, agrees to provide weekday Demand Response transportation services to Erie County residents aged sixty (60) and over who have been verified by SOS as *not* being a resident of an assisted living facility, nursing home, skilled nursing facility, or a consumer of an adult day care center (Eligible Seniors) for a monthly flat fee;

WHEREAS, the City through its public transit system, agrees to provide weekday Demand Response transportation services to Erie County residents aged sixty (60) and over who have been registered and verified by SOS, as being unable to afford the \$1.50 rate for a one-way trip; and possess a valid pass (SOS **Reduced Rate** Pass Holders) permitting the Eligible Senior to pay the rate of .50 cents per one-way trip.

WHEREAS, SOS owns five (5) vehicles that it desires to lease to the City, at a lease cost of \$0.00/month per vehicle, in consideration of the City providing free public transportation services on Fixed Routes to eligible Erie County residents aged sixty-five (65) and over;

WHEREAS, in consideration of the leasing of five (5) vehicles from SOS, the City through its public transit system, agrees to provide transportation services on Fixed Routes at no cost to Erie County residents age sixty-five (65) and over, registered with SOS and possess a valid pass issued by SOS (SOS **Fixed Route** Pass Holders), except for those days and times on which services are not provided, as enumerated below.

NOW, THEREFORE, the parties agree as follows:

The City through its public transit system (STS), shall provide weekday Demand Response transportation services to Erie County residents aged sixty (60) and over who have been verified as being eligible by SOS (Eligible Seniors). SOS agrees to pay a monthly flat fee of Seventeen Thousand Six Hundred Twenty and 00/100 Dollars (\$17,620.00), for a total annual amount not to exceed Two Hundred Eleven Thousand Four Hundred Forty and 00/100 Dollars (\$211,440.00).

In consideration for the provision of discounted demand response transportation services to Eligible Seniors and free transportation services on the Fixed Routes to those eligible residents as defined above, and for no other consideration whatsoever, the parties hereby agree that SOS shall lease to the City five (5) vehicles at a lease cost of \$0.00/month per vehicle.

1. The City responsibilities:

- a) The City shall operate and provide the highest quality transportation service possible and shall stress safety, respect for consumers, service quality, on-time performance, and comfort and convenience for all individuals transported by the City on the Sandusky Transit System.
- b) The City shall operate and provide escorted service to Eligible Seniors who have such a need, from the door of the building where the trip originates to the door of the building upon arriving at the destination of the one-way trip.
- c) The City shall provide Demand Response transportation services for Eligible Seniors within the Erie County service area and up to ten (10) miles in the Lorain County portion of Vermilion and Brownhelm Township, Ohio,

during its regular public transit service hours Monday thru Friday, excluding Martin Luther King Day, Presidents' Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas Day, and New Year's Day. The City shall provide door-to-door service upon request. The Demand Response Service Area Map is attached hereto and incorporated herein as Exhibit "A".

- d) The City shall provide transportation services on Fixed Routes at no cost to SOS Pass Holders during its regular public transit service hours or 6:00 AM to 10:00 PM Monday thru Saturday, excluding Martin Luther King Day, Presidents' Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas Day, and New Year's Day. The Fixed Routes Service Area Map is attached hereto and incorporated herein as Exhibit "A".
- e) The City shall operate as usual during inclement weather unless the Erie County Sheriff has declared a level 2 or 3 snow emergency.
- f) The City shall provide and maintain a telephone number for Eligible Seniors to make or cancel reservations for Demand Response transportation services.
- g) When scheduling rides for Demand Response transportation services, the City shall notify Eligible Seniors that they may be picked up fifteen (15) minutes prior to or after the scheduled pick up time.
- h) Eligible Seniors shall be able to schedule regularly occurring trips for Demand Response transportation services up to six (6) months in advance.
- i) Demand Response transportation services scheduled by Eligible Seniors up to forty-eight (48) hours in advance shall be guaranteed by the City, subject to acts of God, labor stoppages, and other unforeseen events that are outside the control of the City.
- j) The City shall submit a monthly invoice to SOS for Demand Response transportation services rendered to Eligible Seniors on or before the 10th day of each month in the amount of \$17,620.00. Each Eligible Senior is responsible to pay directly to the City/STS the discounted Eligible Senior Rate of \$1.50 per one-way trip, with the exception of those who are a pass holder of an SOS **Reduced Rate** Pass). Invoices shall include an alphabetical listing of each Eligible Senior, the origin and destination of each trip, and the total number of trips taken by each Eligible Senior for the month. SOS shall submit payment to the City within fifteen (15) days after receipt of the invoice.
- k) The City shall ensure that all Federal and State transportation laws and regulations applicable to public transportation are followed.

- l) The City shall provide SOS detailed reports and data on ridership from the records maintained by the City within 72 business hours of request by SOS.
- m) The City Transit Administrator shall act as the liaison for the Sandusky Transit System with SOS and shall attend scheduled meetings regarding behavior incidents, safety training and other topics as deemed appropriate by SOS.
- n) The City shall report incidents that involve the health and safety of one or more Eligible Seniors or SOS Pass Holders within twenty-four (24) hours of occurrence to SOS.

2. SOS Responsibilities:

- a) SOS shall supply the City with the name, date of birth, address, telephone number, and any special accommodations that may be necessary for each Eligible Senior and SOS Pass Holder permitted to utilize discounted transportation services provided by the Sandusky Transit System pursuant to the terms of this Agreement.
- b) SOS shall notify the Sandusky Transit Administrator within twenty-four (24) hours after an Eligible Senior or a SOS Pass Holder becomes ineligible to receive discounted transportation services provided by the Sandusky Transit System pursuant to the terms of this Agreement.
- c) The City has developed a Code of Conduct that all individuals shall follow while riding Sandusky Transit System vehicles. The Code of Conduct references unacceptable behavior while on the City's vehicles and the consequences of the unacceptable behaviors. The City shall make periodic updates to the Code of Conduct and inform SOS as to when the updates are complete and ready to be sent out to riders. Upon notification from the City, SOS shall notify Eligible Seniors and SOS Pass Holders regarding the Sandusky Transit System's Code of Conduct.
- d) The Executive Director of SOS shall be the liaison with the City and shall attend scheduled meetings regarding behavior incidents, safety training and other topics as deemed appropriate by the City.

3. Miscellaneous Provisions

- a) SOS shall be notified by the City as soon as practicable in the event of any accident or collision involving any of the vehicles. The driver of the vehicle involved in the collision shall make a detailed report as required by FTA regulations. A copy of the report shall be submitted to SOS upon completion.

- b) The City and SOS shall monitor the administration and execution of this Agreement and evaluate its effectiveness and shall work together to facilitate positive and open communication and trust between the Parties. It is acknowledged and agreed by the Parties that not all events and incidents can be anticipated or procedurally accounted for in this document. Issues shall be resolved on an individual basis via written communication between the City and SOS until mutual agreement is reached.
 - c) It is agreed that this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Ohio and shall be interpreted in a manner consistent with the City Charter, Codified Ordinances of the City of Sandusky, SOS By-Laws and operational procedures of both SOS and the City.
 - d) This Agreement may be modified from time to time for any reason. Any modification of this Agreement shall be binding only if evidenced in writing, signed by the authorized representative of each party
4. The Americans with Disabilities Act does not require an entity to provide services to an individual who engages in violent, seriously disruptive, or illegal conduct. However, an entity shall not refuse to provide service to an individual with disabilities solely because the individual's disability results in appearance or involuntary behavior that may offend, annoy, or inconvenience employees, the entity, or other persons. If both Parties do not agree on a course of action regarding an incident, then the Parties shall seek the services of an impartial third party to mediate an agreed upon resolution (see Section 9).
5. Eligible Seniors shall be afforded the opportunity of a hearing in accordance with STS policies and procedures within thirty (30) days of any permanent or temporary suspension to show cause why the suspension should not be imposed. The individual shall be afforded a notice of the show cause hearing, including the type of suspension to be imposed and the events leading to such a suspension.
6. Term. This Agreement shall be in effect from October 1, 2021 until September 30, 2022.

7. Termination. This Agreement may be terminated by either party by giving sixty (60) days written notice of termination to the other party's authorized representative:

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

For SOS:
Serving Our Seniors
c/o Executive Director
310 E. Boalt Street
Sandusky, OH 44870

In the event that funding for the services provided in this Agreement is eliminated or decreased, each Party shall have a right to terminate or negotiate a modification of this Agreement, including but not limited to compensation. The City shall continue to provide transportation services until the effective date of termination, and SOS shall make payment in accordance with the payment provisions of this Agreement for the transportation services provided by the City prior to the effective date of termination.

8. Force Majeure. In the event the City is unable to provide transportation services because of acts of God, any acts of war, terrorism, unavoidable accident, labor strike or other labor dispute, fire, riot or civil commotion, government action or decree, and/or any other cause beyond the reasonable control of the party whose performance is affected, shall not be deemed a breach of this Agreement.
9. Arbitration. Any disagreement regarding stated provisions or required negotiations, or other provisions not specifically covered by this Agreement, and for which no mutual agreement can be reached, shall be settled by arbitration as follows:
- (a) The City shall select and appoint one (1) arbitrator and SOS shall select and appoint one (1) arbitrator.
 - (b) The two (2) appointed arbitrators shall select and appoint a third.
 - (c) All three (3) arbitrators shall be residents of Erie County, Ohio.
 - (d) The City and SOS shall agree to the settlement of differences as reached by a majority of the appointed arbitrators.
10. Neither party hereto is agent, employee or servant of the other, and this Agreement is made for the sole purpose of establishing the division of responsibilities between the City and SOS in connection with the provision of

transportation services and does not in any manner create a partnership between the parties hereto.

11. Entire Agreement. This Agreement supersedes all other oral and written agreements between the parties with respect to the services that are the subject of this Agreement and contains all of the covenants and agreements between the parties.
12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.
13. Severability. If any of the terms of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.
14. Amendment. This Agreement may be modified, changed, or amended with the written consent of both Parties.
15. This Agreement shall be passed by ordinance or resolution by both Parties and such ordinance or resolution or action of the respective City Commission of the City of Sandusky and Serving Our Seniors shall be herein attached and incorporated by reference as Exhibits "B" and "C".

Signature Pages to Follow

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the day and year above first written.

In the presence of:

LESSOR: SERVING OUR SENIORS, INC.

Witness

Sharon Turini-Kent, President of
the Board of Trustees

Witness

Dave Brink, Treasurer of the Board
of Trustees

LESSEE: CITY OF SANDUSKY

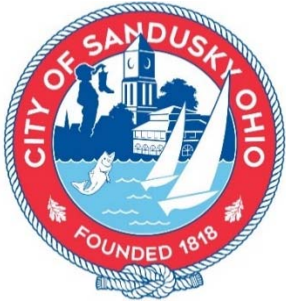
Witness

Eric L. Wobser, City Manager

EXHIBIT "1"

Approved as to Form:

Brendan L. Heil #0091991
Law Director
City of Sandusky



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: November 8, 2021 (effective after 30 days)



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.

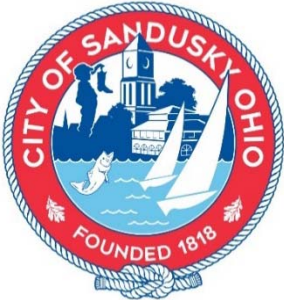
Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted 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: November 8, 2021 (effective after 30 days)



DEPARTMENT of COMMUNITY DEVELOPMENT

Division of Planning
240 Columbus Ave
Sandusky, Ohio 44870
419.627.5973
www.cityofsandusky.com

To: Eric Wobser, City Manager

From: Jonathan Holody, Director of Community Development

Date: October 27, 2021

Subject: November 8 Commission Agenda Item –Application for an amendment to the zoning map for parcel 57-02118.000 (1035 Hancock Street).

Item for Consideration: Application for an amendment to the zoning map for parcel 57-02118.000 from “LB” – Local Business to “RRB” – Residential Business.

Purpose: The Bicentennial Vision/ Comprehensive Plan outlines the citywide development for the next ten (10) years. In general, zoning amendments should align with the proposed land uses stated in a Comprehensive Plan. Therefore, the Comprehensive Plan is utilized by staff as one factor when evaluating proposed amendments.

Background Information: Ed and Jen Torres, of Amerihome, LLC, has applied for a rezoning of property from “LB” – Local Business to “RRB” – Residential Business. The subject property is adjacent to “LB” Local Business zoned parcels on the North and West, “CS” to the East, and “RF2” Public Facilities located to the South. The applicant is proposing the rezoning of this land as they look to rehabilitate an existing multi-residential structure into rentable rooms with a transient option. Local Business does not allow for transient occupancy, Residential Business permits it. The parcel contains two residential structures. A single-family use residence to the north and a multi-family use building to the south of the parcel. The multi-family building is the applicant’s main focus for transient rental. The building is approximately 4,800 sq. ft. sitting on .2 acres. The building has 3 floors with one 1,600 sq. ft. unit per floor totaling 3 proposed units. The applicant proposes 9 off street parking spaces to be shared with the northern house, which meets the requirement. Staff does note that, if the parcel is re-zoned to RRB, the re-zone would apply to both structures on the parcel.

At their regularly scheduled meeting, held on September 22, 2021, Planning Commission recommended approval of the rezoning.

Correlation to the Comprehensive Plan: According to the City’s Bicentennial Vision Comprehensive Plan, this neighborhood had several strong recommendations that could be addressed by this rezoning. The Bicentennial Comprehensive Plan outlines a number of priorities for the neighborhood. Some of the priorities related to this site are:

- 1) Repurpose Vacant Buildings: Target redevelopment efforts toward repurposing vacant buildings, including the upper floors of buildings that are only occupied on the first floor, to create mixed-use office, residential, retail and hospitality opportunities within the city, particularly downtown.
- 2) Support the development and rehabilitation of a variety of housing types that meet the needs of current and future residents including: rehabilitated homes, townhomes, new in-fill single family housing, upper floor condos and lofts, affordable housing, senior housing, permanent supportive housing, assisted living, and short-term transient rental.

Staff believe that this rezoning could offer great potential towards building community, increasing connectivity, and helping shape Sandusky as a destination city.

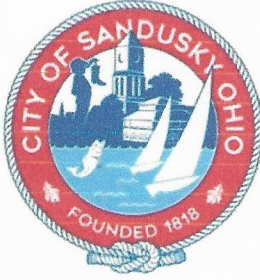
Budgetary Impact: The proposed redevelopment is expected to result in increased property, income and lodging tax revenue for the city.

Action Requested: It is requested that City Commission approve the proposed amendment to the zoning map, rezoning parcel 57-02118.000 from “LB” – Local Business to “RRB” – Residential Business. It is requested that this ordinance take effect under Section 13 of the City Charter.

I concur with this recommendation:

Eric Wobser
City Manager

cc: Cathy Myers, Clerk of City Commission
Michelle Reeder, Finance Director
Brendan Heil, Law Director



PLANNING COMMISSION

Application for Zoning Map Amendment

Department of Planning
240 Columbus Ave
Sandusky, Ohio 44870
419.627.5891
www.cityofsandusky.com

APPLICANT/AGENT INFORMATION:

Property Owner Name: Amerihome, llc.

Property Owner Address: 2507 Greentree Lane Sandusky, OH 44870

Property Owner Telephone: 419-366-7327

Email etorres140lbs@aol.com

Authorized Agent Name: Ed Torres and Jen Torres

Authorized Agent Address: 2507 Greentree Lane Sandusky, OH 44870

Authorized Agent Telephone: 419-366-7327

Email etorres140lbs@aol.com

LOCATION AND DESCRIPTION OF PROPERTY:

Municipal Street Address: 1035 Hancock St. Sandusky, Ohio 44870

Legal Description of Property (check property deed for description):
78 Hancock Street East 2/3

Parcel Number: 57-02118.000 **Zoning District:** LB

DETAILED SITE INFORMATION:

Land Area of Property: 8745 sq.ft. or 0.2 acres (sq. ft. or acres)

Total Building Coverage (of each existing building on property):

Building #1: 4800 (in sq. ft.)

Building #2: _____

Building #3: _____

Additional: _____

Total Building Coverage (as % of lot area): 45%

Gross Floor Area of Building(s) on Property (separate out the square footage of different uses – for example, 800 sq. ft. is retail space and 500 sq. ft. is storage space:

The building has 3 floors with one unit per floor. Each unit is 1600 sq. ft.

Proposed Building Height (for any new construction): _____

Number of Dwelling Units (if applicable): 3

Number of Off-Street Parking Spaces Provided: 9

Parking Area Coverage (including driveways): 3954 (in sq. ft.)

Landscaped Area: 800 (in sq. ft.)

Requested Zoning District Classification: RRB

APPLICATION AUTHORIZATION:

If this application is signed by an agent, authorization in writing from the legal owner is required. Where owner is a corporation, the signature of authorization should be by an officer of the corporation under corporate seal.

Eduardo H. Torres Jr.

Signature of Owner or Agent

7/6/2021

Date

PERMISSION TO ACT AS AUTHORIZED AGENT:

As owner of 1035 Hancock St. (municipal street address of property), I hereby authorize Ed Torres to act on my behalf during the Planning Commission approval process.

Eduardo H. Torres Jr.

Signature of Property Owner

7/6/2021

Date

REQUIRED SUBMITTALS:

15 copies of a site plan/off-street parking plan for property
1 copy of the deed or legal description for property
\$300.00 application fee

STAFF USE ONLY:

Date Application Accepted: _____ Permit Number: _____

Date of Planning Commission Meeting: _____

Planning Commission File Number: _____

Transferred
In Compliance with sections
319-202 and 322-02 of the
Ohio Revised Code.
FEE \$ 84.00
Exempt: _____
P.E. TRANSFER:
\$ 252.00
Richard H. Jeffrey
Erie County Auditor
Trans. Fees: \$ 50
Date: 7/31/19 By: [Signature]

Per O.R.C. 319.203
Erie County Auditor Engineer
Date

[Signature]

GENERAL WARRANTY DEED

CHRISTOPHER J. TAYLOR AND JACKY TAYLOR FKA JACKY GROUND,
HUSBAND AND WIFE, for valuable consideration paid, grant to AMERIHOME LLC, AN
OHIO LIMITED LIABILITY COMPANY, whose tax mailing address is 1035 Hancock Street,
Sandusky, Ohio 44870, the following real property:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Permanent Parcel No.: 57-02118.000
Prior Deed Reference: RN201106168
Erie County, Ohio Official Records

These premises are transferred with general warranty covenants, excepting
taxes and assessments, both general and special, from the date of the recordation of this
deed and thereafter, which Grantee assumes and agrees to pay, easements, restrictions
and reservations of record and zoning ordinances, if any.

EXECUTED this 30th day of July, 2019.

[Signature]
Christopher J. Taylor

[Signature]
Jacky Taylor fka Jacky Ground

STATE OF OHIO, COUNTY OF ERIE: ss

BEFORE ME, a Notary Public in and for said County and State, personally
appeared the above-named CHRISTOPHER J. TAYLOR AND JACKY TAYLOR FKA
JACKY GROUND, HUSBAND AND WIFE, who represented to me to be said persons and
who signed the foregoing Instrument and acknowledged the same as their voluntary act and
deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at
Sandusky, Ohio, this 30th day of July, 2019.



THERESA D. MUSSER
Notary Public
State of Ohio

[Signature]
Notary Public

My Commission Expires

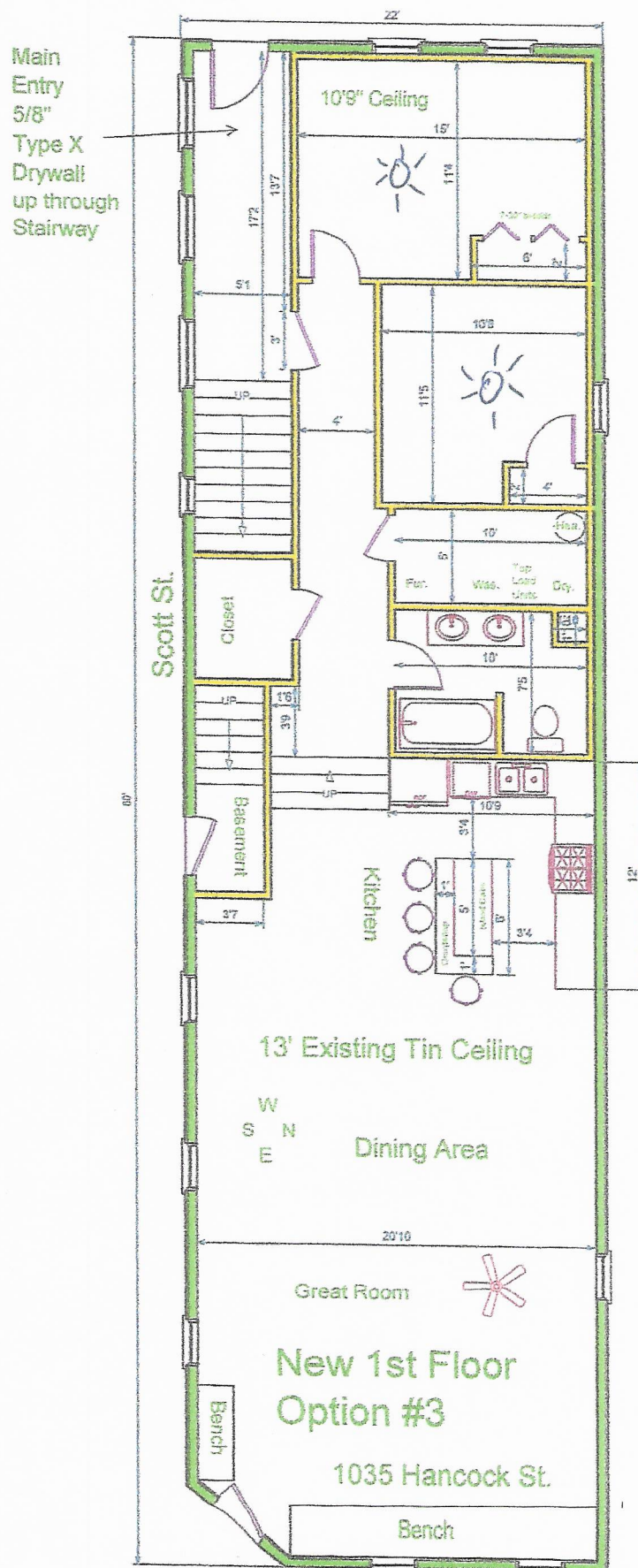
April 17, 2023
Prepared by the Law Firm of TONE, GRUBBE, MCGORY & VERMEEREN, LTD., 1401 Cleveland
Road, Sandusky, Ohio 44870; Telephone: 419-626-0055.

EXHIBIT "A"

Order No.: 600190375

For APN/Parcel ID(s): 57-02118.000

Situated in the City of Sandusky, County of Erie and State of Ohio; Being the easterly two-thirds of Lot Number Seventy-eight (78) on Hancock Street in the Southwark Addition, Erie County Ohio Records.



2nd Floor

Bedroom 1: 11'3" x 11'3"

Bedroom 2: 11'3" x 11'3"

Bath: 10'7" x 7'9"

Existing Kitchen: 11'5" x 15'1"

Great Room: 22'10" x 24'5"

Storage Under Stairway: 8'4" x 5'5"

5' x 5' Landing

2nd Floor Entry

Closets: 5'3" x 8'2", 5'3" x 7'9", 5'3" x 5'3"

Island

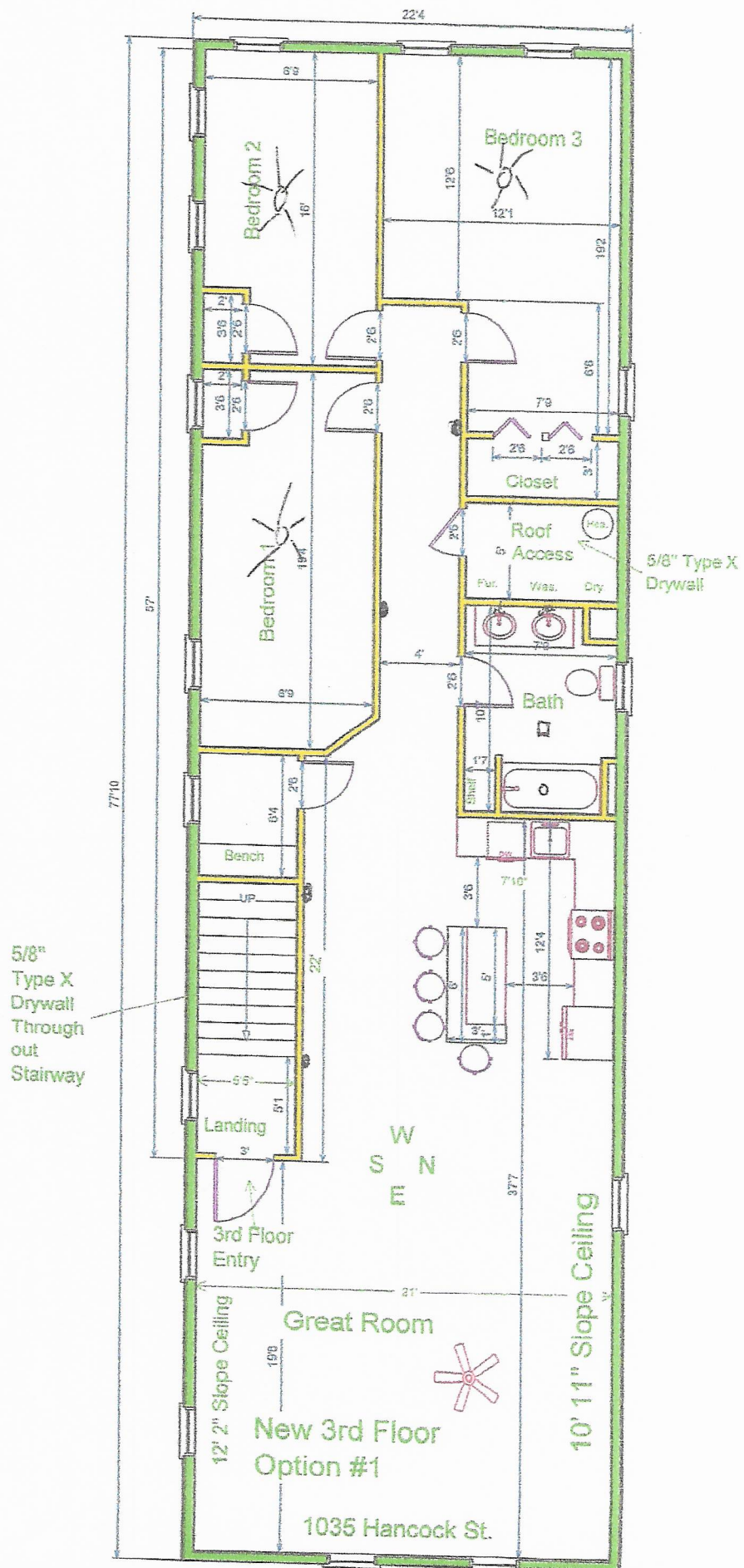
Open Concept

10' Ceiling

New 2nd Floor

1035 Hancock St.

Compass Rose: N (North), S (South), E (East), W (West)



Erie County, Ohio - Property Record Card

Parcel: 57-02118.000 Card: 2

GENERAL PARCEL INFORMATION

Owner AMERIHOMELLC
 Property Address 1035 HANCOCK SANDUSKY OH 44870
 Mailing Address 2507 GREEN TREE LN
 Land Use 510 - SINGLE FAMILY RESIDENCE
 Legal Description 78 HANCOCK STREET EAST 2/3
 Neighborhood 5755750 -
 School District SANDUSKY SD

MAP NUMBER: 10

VALUATION

	Appraised	Assessed
Land Value	\$15,510.00	\$5,430.00
Improvements Value	\$198,000.00	\$69,300.00
CAUV Value	\$0.00	\$0.00
Total Value	\$213,510.00	\$74,730.00

LAND

Land Type	Acreage	Depth	Frontage	Depth	Value
F - FRONT LOT	0.2	132	66	94	\$15,510.00



SALES

Date	Buyer	Seller	Price
7/31/2019	AMERIHOMELLC	TAYLOR CHRISTOPHER J	\$84,000
8/10/2011	TAYLOR CHRISTOPHER J	TAYLOR CHRISTOPHER J	\$0
11/24/1999	TAYLOR CHRISTOPHER J	STAHL WILLIAM ETAL	\$75,000

AGRICULTURAL

Land Type	Land Usage	Soil Type	Acres	Value
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CITY OF SANDUSKY, OHIO
DEPARTMENT OF COMMUNITY DEVELOPMENT
PLANNING DIVISION

PLANNING COMMISSION REPORT

APPLICATION FOR A MAP AMENDMENT TO THE
ZONING MAP FOR 1035 COLUMBUS AVE. (PARCEL
57-02118.000)

Reference Number: PRZ21-0006

Date of Report: September 9, 2021

Report Author: Alec Ochs, Assistant Planner



City of Sandusky, Ohio

Planning Commission Report

BACKGROUND INFORMATION

Ed and Jen Torres, with Amerihome, LLC, has applied for a rezoning of property from “LB” – Local Business to “RRB” – Residential Business. The following information is relevant to this application:

Applicant / Owner: Amerihome, LLC / Ed and Jen Torres
2507 Greentree Lane
Sandusky, Ohio 44870

Site Location: 1035 Hancock St. / PARCEL 57-02118-.000

Current Zoning: “LB” Local Business

Surrounding Zoning: North- “LB” Local Business/ Use: Residential
East- “CS” Commercial Service / Use: Manufacturing
South- “R2F” Two-Family Residential / Use: Residential
West- “LB” Local Business / Use: Residential

Existing Use: Residential

Proposed Zoning: “RRB” Residential Business





Applicable Plans & Regulations: City of Sandusky Bicentennial Comprehensive Plan
City of Sandusky Planning and Zoning Code Chapters:
1133 Business Districts

SITE DESCRIPTION

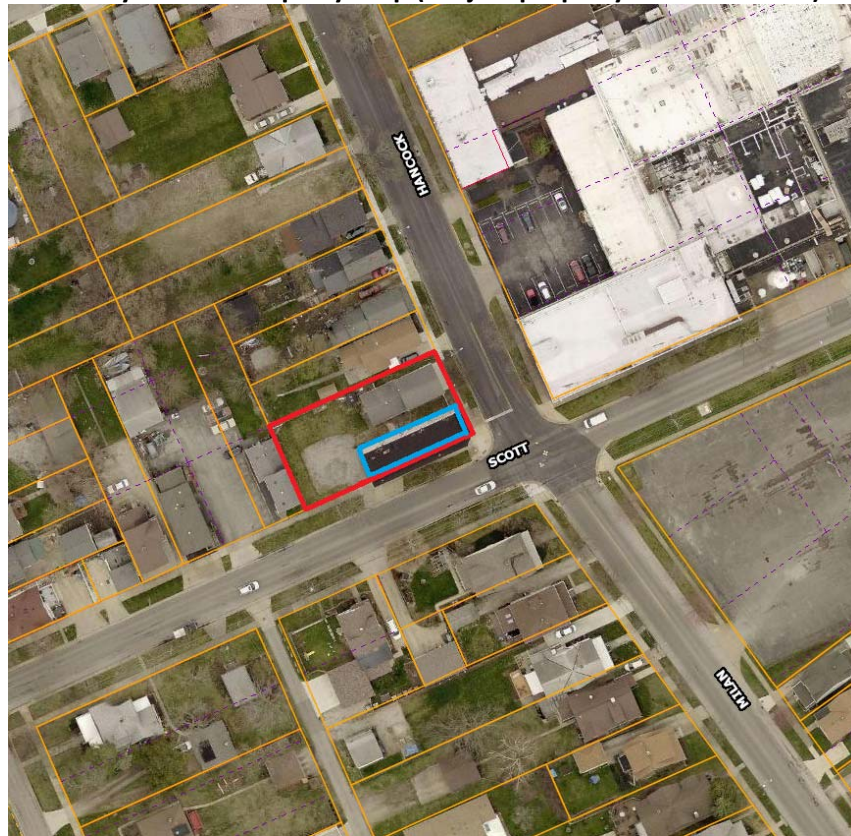
The subject property is currently located within a “LB” Local Business District. The subject property is adjacent to “LB” Public Facilities zoned parcels on the North and West, “CS” to the East, and “RF2” Public Facilities located to the South.

Subject Parcels Outlined in Red:



Zone Map Setbacks	Zoning	
	AG - Agriculture	PF - Public Facilities
PUD - Planned Unit Development	CA - Commercial Amusement	R1-40 - Single Family Residential
	CR - Commercial Recreation	R1-50 - Single Family Residential
Parcels	CS - Commercial Service	R1-60 - Single Family Residential
	DBD - Downtown Business	R1-75 - Single Family Residential
TRO - Transient Rental Overlay	GB - General Business	R2F Two-Family Residential
	GM - General MAnufacturing	RB - Roadside Business
	LB - Local Business	RMF - Multi-Family Residential
	LM - Local Manufacturing	RRB - Residential/Business
	P - Auto Parking	RS - Residential Suburban

County Auditor Property Map (subject property outlined in red)



Birds Eye Photo of Site





PLANNING DEPARTMENT COMMENTS

The applicant is proposing the rezoning of this land as they look to rehabilitate an existing multi-residential structure into rentable rooms with a transient option. Local Business does not allow for transient occupancy, Residential Business permits it.

The parcel contains two residential structures. A single-family use residence to the north and a multi-family use building to the south of the parcel. The multi-family building is the applicant's

main focus for transient rental. The building is approximately 4,800 sq. ft. sitting on .2 acres. The building has 3 floors with one 1,600 sq. ft. unit per floor totaling 3 proposed units. The applicant proposes 9 off street parking spaces to be shared with the northern house, which meets the requirement.

Staff does note that, if the parcel is re-zoned to RRB, the re-zone would apply to both structures on the parcel.

According to the City's Bicentennial Vision Comprehensive Plan, this neighborhood had several strong recommendations that could be addressed by this rezoning.

The Bicentennial Comprehensive Plan outlines a number of priorities for the neighborhood. Some of the priorities related to this site are:

- 1) Repurpose Vacant Buildings: Target redevelopment efforts toward repurposing vacant buildings, including the upper floors of buildings that are only occupied on the first floor, to create mixed-use office, residential, retail and hospitality opportunities within the city, particularly downtown
- 2) Support the development and rehabilitation of a variety of housing types that meet the needs of current and future residents including: rehabilitated homes, townhomes, new in-fill single family housing, upper floor condos and lofts, affordable housing, senior housing, permanent supportive housing, assisted living, and short-term transient rental

With close proximity to Firelands Regional Medical Center the property could offer great opportunity for the neighborhood and Sandusky. The applicant is proposing to rezone the property so that they have the option to use the 3 units for transient rental spaces. The walkability to the Firelands Regional Medical Center makes the sight easily connected and desirable for transient rental.

Staff examined the City's Bicentennial Vision Comprehensive Plan as it relates to this area and we believe that this rezoning could offer great potential towards building community, increasing connectivity, and helping shape Sandusky as a destination city. The new use has the opportunity to bring new life to the intersection of Scott St. & Hancock St. and help activate the block.

The rezoning to "RRB" Residential-Business is to provide a flexibility for the future sites use, while also accomplishing the goal of transient occupancy.

Chapter 1113 Amendments, of the Zoning Code states that the Zoning Map may be amended periodically in order to keep it abreast of new zoning techniques, as well as when the following general conditions arise:

- (1) Whenever a general hardship prevails throughout a given district;
- (2) Whenever a change occurs in land use, transportation, or other sociological trends, either within or surrounding the community; and

- (3) Whenever extensive developments are proposed that do not comply but would be in the public interest.

(4) Parking Requirements:

1149.05 SCHEDULE OF REQUIRED OFF-STREET PARKING.

<u>Building or Use</u>		<u>Required Minimum Parking Space</u>
(1)	One-family dwelling	2 spaces/dwelling unit x 1
(4)	Row dwelling or apartment	1-1/2 spaces per dwelling unit x 3

Required spaces: 6.5

Existing Spaces: 8 - **met**

Understanding the goals set for this area by the city's Comprehensive Plan and the reasons previously stated in this report staff believes the rezoning could satisfy the above conditions.

ENGINEERING STAFF COMMENTS

The City Engineer has reviewed the proposed zoning amendment and we have not received objections at the time of writing the report.

BUILDING STAFF COMMENTS

The City Building Official has reviewed the proposed zone map amendment and has no objections to the proposed rezoning.

POLICE DEPARTMENT COMMENTS

The City Police Chief has reviewed the proposed zone map amendment.

FIRE DEPARTMENT COMMENTS

The City Fire Chief has reviewed the proposed zone map amendment and we have not received objects at the time of writing the report.

CONCLUSION/RECOMMENDATION

In conclusion, staff recommends the approval of the proposed amendment to the Zoning Map for 1035 Hancock St. (Parcel 57-02118-.000) with the following conditions:

1. All applicable permits are obtained through the Building Department, Engineering Department, and any other applicable agency.

**Planning Commission
September 22, 2021
Meeting Minutes**

Meeting called to order:

Chairman Dennis Murray called the meeting to order at 5:01pm. The following members were present: Pete McGory, Mike Zuilhof, Jim Jackson, and Conor Whelan. Mr. McGory made a motion to excuse Mr. Miller and Ms. Castile and Mr. Jackson seconded. Alec Ochs and Arin Blair represented the Planning Division. Clerk Kristen Barone was also present.

Approval of minutes from the August 25, 2021 meeting:

Mr. McGory made a motion to approve the minutes as submitted and Mr. Zuilhof seconded. Mr. Whelan stated that for the first item on the agenda, it is stated that there are five votes for the motion and two votes against. He said that he believes the practice has been to put who votes for and against. Mr. Murray stated that is the practice of City Commission and most other bodies and therefore asked if the clerk could modify the August 25th meeting minutes to reflect that and to do that moving forward. Mr. Whelan then made a motion to approve the minutes with that correction. All voting members were in favor of the motion.

Old Business:

- 1. Amerihome, LLC, has submitted an application for an amendment to the zoning map for 1035 Hancock Street (parcel 57-02118.000). The application is to rezone the site from "LB," Local Business to "RRB" Residential/Business.**

Mr. Ochs explained that the applicant is proposing the rezoning of this land as they look to rehabilitate an existing multi-residential structure into rentable rooms with a transient option. Local Business does not allow for transient occupancy but Residential Business does. Staff examined the City's Bicentennial Vision Comprehensive Plan as it relates to this area and believe that the rezoning could offer great potential towards building community, increasing connectivity, and helping shape Sandusky as a destination city. Mr. Ochs stated that staff recommends the approval of the proposed amendment with the condition that all applicable permits are obtained through the Building Department, Engineering Department, and any other applicable agency. Applicants Jennifer and Ed Torres stated that they have been already doing yearly or monthly rentals at this location but it does seem advantageous to do transient rentals at this location with its close proximity to Firelands Hospital, as they have traveling nurses or surgeons that will come stay in the area for just a few days. Mr. McGory asked the applicant if they could give any information on what the building was used for in the past. Mr. Torres stated that the previous owner lived on the second floor and his idea was to rehab the entire building for himself. Before that it was a bike shop on the first floor. It was first build in 1880 and was known as the Hoffman Building, where they distributed coal. Also, Dan Hoffman was an inventor that invented a thimble for sewing that was manufactured there. Mr. McGory moved to approve the application as submitted and subject to staff's conditions and Mr. Whelan seconded. Mr. Zuilhof asked if the parking that is available meets the requirements. Mr. Ochs stated that is correct. All voting members were in favor of the motion. Mr. Murray stated that the motion passes, but this will need to go to City Commission for further approval.

New Business:

- 1. Feick Design Group, on behalf of Balconi Monuments Inc, has submitted a Site Plan Application for 807 E. Perkins Avenue (parcel 57-00161.000).**

Mr. Ochs stated that the proposed building will be used for storage for materials and equipment. The site is currently used for office space, a shop for repair, as well as storage. According to the requirements in Section 1149.05 of the Zoning Code, storage machine shops must provide 1 parking space per 650 sq. ft. of gross floor area. The site currently has 15 off-street parking spaces. Staff does note that the proposed new building would add 7 more required spaces bringing the total required parking to 22 spaces (1 space per 650 sq. ft. / 4,578 sq. ft. = 22). However, due to the amount of new square footage being used for storage only, staff believe that 15

provided spaces are enough. The applicant has stated that they believe the 15 existing spaces is more than enough for both employees and customers. If parking is based on the existing office and repair shop sq. ft. requirements, this would require 11 spaces. The 8 additional parking spaces required by code for the first storage building was waived by the Planning Commission in the July 2019 meeting, allowing only 15 required spaces. Staff feel that this situation is similar in that the new building will not add jobs or customers and the additional parking requirements should be waived. Staff recommend approval of the proposed site plan with the condition that all applicable permits are obtained through the Building Department, Engineering Department, and any other applicable agency prior to construction. John Feick, authorized agent for the applicant, stated that a couple of years ago when the first project was proposed, the goal was to bring everything that was outside inside. That worked for a while and then the company got busier and also, due to the pandemic, the company has to order their materials by the container, which takes up more space, so materials are sitting outside again. Mr. Zuilhof made a motion to approve the proposed site plan subject to staff's conditions and Mr. McGory seconded. All voting members were in favor of the motion and the motion passed.

2. JBT, has submitted a Site Plan Application for 1622 First Street (parcel 57- 04670.000).

Mr. Ochs explained that this property currently contains several attached buildings totaling about 142,638 sq. ft. The proposed cold storage building will be about 5,760 sq. ft. The proposed height of the new storage building will be 35 ft. The zoning of the parcel is 50% General Manufacturing (GM) and 50% Commercial Service (CS). The proposed structure is in both zones and must comply with both zoning standards. All setback requirements and parking requirements have been met with the proposed plan and therefore, staff recommends approval. Mr. Zuilhof stated that over the years, there has been a shift from being thorough about parking requirements to then saying do not pave more than is needed. Mr. Zuilhof stated that it is uncommon that there is more than enough parking than what is needed for the square footage. He asked if staff knows if the applicant even needs all of the parking that they have. Mr. Ochs stated that he believes the applicant has more than enough parking but would defer to them to answer that question. Mr. Zuilhof stated that he is happy that the most recent practice has been to not require more parking than the applicant thinks that they will need, provided that they think there is enough parking for future use. Mr. McGory asked what the applicant means by cold storage. Ray Chappell, speaking on behalf of JBT, stated it is simply an unheated space that they call cold storage. They will be bringing in materials that are currently sitting outside to protect them from the elements. Mr. McGory moved to approve the application and Mr. Jackson seconded. All voting members were in favor of the motion and the motion passed.

Other Business:

Ms. Blair stated that there have been three neighborhood meetings thus far and there are three more to go. She also said that one of the two transient rental meetings has also taken place. The other one is scheduled for October 4th. She said that there is a survey available and posted on Facebook for people to take and give feedback on transient rentals. She then said that the meeting with Cold Creek residents also took place this past week. She said that there has been a lot of community engagement and wants to thank all of the residents and commissioners for their involvement and feedback. Mr. Murray asked for some feedback on how the Monroe St transient rental meeting went. Ms. Blair stated that she will prepare a summary to present to the Planning Commission but overall she thinks it went well. She believes there were slightly more residents that live in that neighborhood that do not want to see transient rentals there versus those that do. Mr. Murray said he thinks it would be helpful for Planning Commission to know how many households received the letter notifying them of the proposed changes and then what the attendance was relative to that. Mr. Zuilhof stated that he was at the transient rental meeting and he thought it was about half and half on who was for and against it, but it also seemed that there were some people there that do not live in that neighborhood that were giving feedback. Mr. McGory stated that the person who proposed this overlay district supposedly went and got many signatures from residents in the area who are for the transient overlay district. He then said that he believes that when people are fearful or upset about a subject matter they will show up to voice their opinion more than those that are for the matter or those that could go either way. So he does not think staff will get a true representation on how residents feel on the matter. However, one concern that he heard that he did not hear before, was that if people start doing this at more and more places, there may be a lot of low-income people being displaced. Mr. Murray said that is a universal

issue that needs to be addressed. Mr. McGory stated that on the other hand, if the City gets money from these transient rentals, maybe that money could go towards low-income housing somehow. Mr. Zuilhof stated that he thinks that there are many neighborhoods that are stable and would not benefit from transient rentals, so that needs to be taken into consideration. Mr. Murray asked staff to review the criteria for transient rentals and educate the Planning Commission and City Commission on those as we move forward. Mr. Whelan stated that he thinks that the proposed transient rental overlay districts are going to keep coming and so he believes that those that want to pursue this should go out and get signatures from people in those neighborhoods and if they get a certain percentage of signatures then Planning Commission can review the proposal. Mr. Zuilhof stated that the ordinance says that a transient rental overlay district must be originated by the Planning Commission or City Commission Mr. Murray said that the ordinance could be changed. Mr. Whelan stated that is just an idea so that every time someone wants to propose this, staff and Planning Commission will already have an idea on what the residents in that neighborhood are leaning towards. Mr. Jackson stated that there should be some rules to go by or else everyone will be wanting to propose this.

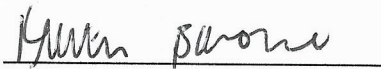
Meeting Adjourned:

Mr. McGory moved to adjourn the meeting and the meeting adjourned at 6:04pm.

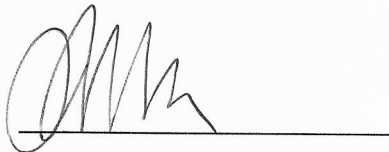
Next Meeting:

October 27, 2021

Approved:



Kristen Barone, Clerk



Dennis Murray, Chairman



COMMUNITY DEVELOPMENT DEPARTMENT

Division of Planning
240 Columbus Ave
Sandusky, Ohio 44870
419.627.5891

October 14, 2021

At the September 22, 2021 Planning Commission meeting, the Planning Commission recommended approval to the City Commission for the proposed amendment to the zoning map for 1035 Hancock Street (parcel 57-02118.000). The application is to rezone the site from "LB" Local Business to "RRB" Residential/Business.

Dennis Murray
Planning Commission Chairman

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE OFFICIAL ZONE MAP OF THE CITY OF SANDUSKY TO REZONE PARCEL NO. 57-02118.000 LOCATED AT 1035 HANCOCK STREET FROM "LB" LOCAL BUSINESS DISTRICT TO "R-RB" RESIDENTIAL-BUSINESS DISTRICT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE EFFECT UNDER SUSPENSION OF THE RULES AS CONTAINED IN AND IN ACCORDANCE WITH SECTION 13 OF THE CITY CHARTER.

WHEREAS, a request is being made by Ed and Jennifer Torres, of Amerihome, LLC, for an amendment to the Zone Map No. 96-01 as codified in Section 1121.03 of the Codified Ordinances of the City for Parcel No. 57-02118.000 located at 1035 Hancock Street "LB" Local Business District to "R-RB" Residential-Business District and as more fully described in Exhibit "A" which is attached to this Ordinance and specifically incorporated as if fully rewritten herein; and

WHEREAS, the parcel contains a single-family residence and a multi-family building that will be rehabilitated and the change in zoning is being requested to utilize the multi-residential structure for transient rental; and

WHEREAS, this request was heard by the Planning Commission at their September 22, 2021, meeting resulting in the Planning Commission's recommendation to **approve** the requested Zone Map Amendment for Parcel No. 57-02118.000 located at 1035 Hancock Street; and

WHEREAS, a public hearing on the applicant's request was held by this City Commission at their November 8, 2021, regularly scheduled meeting; and

WHEREAS, this Ordinance should be passed under suspension of the rules in accordance with Section 13 of the City Charter approving the Amendment to the Zone Map 96-01 as Codified in Section 1121.03 of the Codified Ordinances to rezone Parcel No. 57-02118.000 located at 1035 Hancock Street "LB" Local Business District to "R-RB" Residential-Business District; and

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

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

Section 1. This City Commission approves the requested rezoning and the Zone Map 96-01, as codified in Section 1121.03 of the Codified Ordinances of the City, is hereby amended to effect the rezoning of Parcel No. 57-02118.000 located at 1035 Hancock Street "LB" Local Business District to "R-RB" Residential-Business

District as more fully described in Exhibits “A” and “B” which are attached to this Ordinance and specifically incorporated herein.

Section 2. The City's Chief Planner is directed to make the change on the original Zoning Map on file in the Office of Planning and Zoning.

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 shall take effect under suspension of the rules as contained in and in accordance with Section 13 of the City Charter after its adoption and due authentication by the President and the Clerk of The City Commission.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: November 8, 2021 (effective after 30 days)

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

FEE \$ 84.00

Exempt: _____

R.E. TRANSFER:
\$ 252.00

Richard H. Jeffrey
Erie County Auditor

Trans. Fees: \$ 50

Date: 7/31/19 By: [Signature]

Richard H. Jeffrey

Per O.R.C. 319.203
Erie County Auditor - Engineer
Date

GENERAL WARRANTY DEED

CHRISTOPHER J. TAYLOR AND JACKY TAYLOR FKA JACKY GROUND,
HUSBAND AND WIFE, for valuable consideration paid, grant to AMERIHOMELLC, AN
OHIO LIMITED LIABILITY COMPANY, whose tax mailing address is 1035 Hancock Street,
Sandusky, Ohio 44870, the following real property:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Permanent Parcel No.: 57-02118.000

Prior Deed Reference: RN201106168
Erie County, Ohio Official Records

These premises are transferred with general warranty covenants, excepting
taxes and assessments, both general and special, from the date of the recording of this
deed and thereafter, which Grantee assumes and agrees to pay, easements, restrictions
and reservations of record and zoning ordinances, if any.

EXECUTED this 30th day of July, 2019.

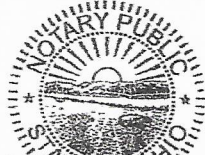
[Signature]
Christopher J. Taylor

[Signature]
Jacky Taylor fka Jacky Ground

STATE OF OHIO, COUNTY OF ERIE: ss

BEFORE ME, a Notary Public in and for said County and State, personally
appeared the above-named CHRISTOPHER J. TAYLOR AND JACKY TAYLOR FKA
JACKY GROUND, HUSBAND AND WIFE, who represented to me to be said persons and
who signed the foregoing Instrument and acknowledged the same as their voluntary act and
deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at
Sandusky, Ohio, this 30th day of July, 2019.



THERESA D. MUSSER
Notary Public
State of Ohio

[Signature]
Notary Public

My Commission Expires

Prepared by the Law Firm of ANTHONY GRUBBE, MCGORY & VERMEEREN, LTD., 1401 Cleveland
Road, Sandusky, Ohio 44870; Telephone: 419-626-0055.

EXHIBIT "A"

Order No.: 600190375

For APN/Parcel ID(s): 57-02118.000

Situated in the City of Sandusky, County of Erie and State of Ohio: Being the easterly two-thirds of Lot Number Seventy-eight (78) on Hancock Street in the Southwark Addition, Erie County Ohio Records.

EXHIBIT "A"

County Auditor Property Map (subject property outlined in red)

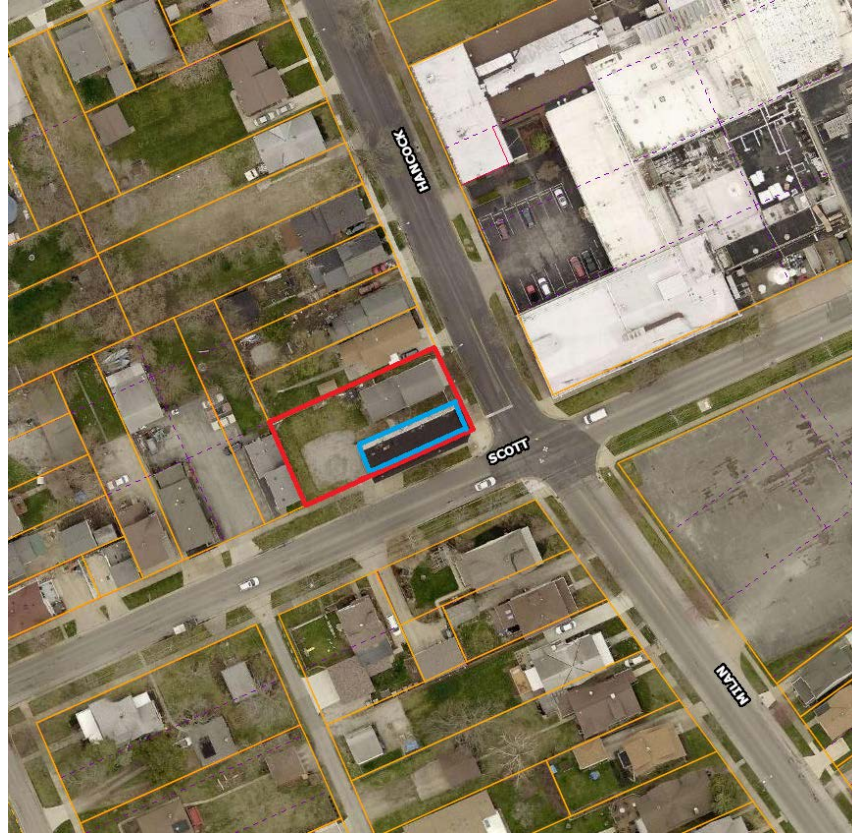
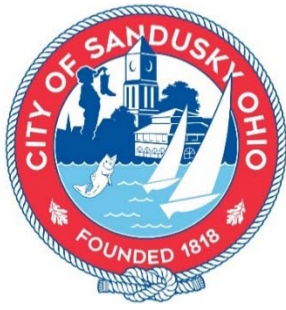


EXHIBIT "B"



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 Klein, Director

Date: October 27, 2021

Subject: Commission Agenda Item – Payment for Emergency Water Main Break Repairs

ITEM FOR CONSIDERATION: Legislation approving payment for emergency roadway repair services and asphalt to Gerken Paving, Inc. due to a water main break on Cedar Point Drive.

BACKGROUND INFORMATION: On August 24, 2021, a water main break on Cedar Point Drive caused severe damage to a significant portion of the roadway. It was evident very quickly that the pressurized water was finding its way to the surface through the joints in the concrete slabs underlying the existing asphalt surface. Therefore, instead of a localized repair centered on the break location, the entire width of the roadway had severe damage due to heaving and cracking. The large surface area and the need to repair the roadway in a timely manner to avoid additional traffic in the First through Fifth neighborhood forced staff to consider outside contractors for this roadway repair.

Already present in Sandusky for the 2021 Local Resurfacing Project and having a light day scheduled, Gerken Paving, Inc. and Welfle, Inc. immediately mobilized labor, equipment, and materials to provide emergency rapid response and complete the work within 6.5 hours.

Being a safety concern as well as a concern for traffic congestion in the nearby residential neighborhood and pursuant to Section 24 of the City Charter, the emergency nature of the work obviates the necessity to comply with formal competitive bidding.

BUDGETARY INFORMATION: The cost of \$25,410.26 for equipment rental and materials, and \$5,951.08 for labor costs, totaling \$31,361.34, will be paid with Water Funds.

ACTION REQUESTED: It is recommended that legislation be approved for the payment of emergency work performed by Gerken Paving, Inc. of Napoleon, OH, under suspension of the rules and in full accordance with Section 14 of the City Charter in order to allow for timely payment of services already performed.

I concur with this recommendation:

Eric Wobser
City Manager

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

CERTIFICATE OF FUNDS

In the Matter of: Gerken Paving- Emergency Roadway Repair Cedar Point Drive

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 # 612-5256-53000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 11/3/2021

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER AND/OR THE FINANCE DIRECTOR TO EXPEND FUNDS TO GERKEN PAVING, INC. OF NAPOLEON, OHIO, FOR EMERGENCY ROADWAY REPAIR SERVICES AND MATERIALS ON CEDAR POINT DRIVE IN THE AMOUNT OF \$31,361.34; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, on August 24, 2021, a water main break on Cedar Point Drive caused severe damage to a significant portion of the roadway necessitating immediate repair to the entire width of the road and Staff was forced to consider outside contractors for the repair due to the large surface area and the need to repair the roadway in a timely manner to avoid additional traffic in the First Street through Fifth Street neighborhood; and

WHEREAS, being a safety concern as well as a concern for traffic congestion in the nearby residential neighborhood and pursuant to Section 24 of the City Charter the emergency nature of the work obviates the necessity to comply with formal competitive bidding and advertising; and

WHEREAS, Gerken Paving, Inc. of Welfle, Inc. were already present in the City working on the 2021 Local Resurfacing Project and were able to immediately mobilize labor, equipment, and materials to provide emergency rapid response and completed the work within 6.5 hours; and

WHEREAS, the total cost for services provided by Gerken Paving, Inc. is \$31,361.34 (\$25,410.26 for equipment rental and materials and \$5,951.08 for labor) and will be paid with Water Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to allow for timely payment of services already performed; 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 and/or Finance Director is authorized and directed to expend funds for emergency roadway repair services and materials to Gerken Paving, Inc. of Napoleon, Ohio, due to a water main break on Cedar Point

Drive, at an amount **not to exceed** Thirty One Thousand Three Hundred Sixty One and 34/100 Dollars (\$31,361.34).

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: November 8, 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: Jane E. Cullen, P.E.

Date: October 29, 2021

Subject: **Commission Agenda Item – Permission to Award the Columbus Avenue Lift Station Improvement Project to ALL PHASE Power and Lighting, Inc. of Sandusky, Ohio**

ITEM FOR CONSIDERATION: Legislation awarding a contract to ALL PHASE Power and Lighting, Inc. of Sandusky, Ohio for the Columbus Avenue Lift Station Improvement Project.

BACKGROUND INFORMATION: This project's justification and permission to bid was approved through Resolution #040-21R, approved September 27, 2021.

The Columbus Ave Lift Station is located at the northwest corner of the Columbus Avenue Underpass, and involves improvements to the station ranging from a new generator, electrical upgrades, two new variable frequency drives for the pumps, along with, SCADA upgrades. In addition, fiber network will be extended to the station from the Amtrak/Transit building to connect the station to the City's already established network.

The following bid was received on Friday, October 29, 2021, at a formal bid opening;

ALL PHASE Power and Lighting, Inc.	Base Bid: \$312,895.00
Sandusky, Ohio	Bond: 100%

The engineer's estimate of the base bid was \$328,000.00.

The contractual schedule for completion of construction is December 16th, 2022.

BUDGETARY INFORMATION: The estimated cost of the project based on bid including engineering, inspection, advertising, construction, and miscellaneous costs, is \$344,184.00 to be paid with Sewer Funds.

ACTION REQUESTED: It is recommended that proper legislation be prepared awarding a contract to ALL PHASE Power and Lighting, Inc. in the amount not to exceed \$312,895.00 for the Columbus Avenue Lift Station Improvement Project be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter to allow for the long lead times (39 weeks) in delivery of the generator and allow the contractor to complete the project by the completion date of December 16th, 2022.

I concur with this recommendation:

Eric Wobser
City Manager

Aaron Klein, P.E.
Director of Public Works

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

CERTIFICATE OF FUNDS

In the Matter of: All Phase Power & Lighting- Columbus Avenue Lift Station Improvements

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: 11/3/2021

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH ALL PHASE POWER AND LIGHTING, INC. OF SANDUSKY OHIO, FOR THE COLUMBUS AVENUE LIFT STATION IMPROVEMENT PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Columbus Avenue Lift Station, which handles stormwater flows, is located at the northwest corner of the Columbus Avenue Underpass and the encompassing generator that was installed in the 1970s has reached its useful life cycle; and

WHEREAS, the Columbus Avenue Lift Station will provide for the replacement of the existing generator, complete electrical upgrades, installation of two (2) variable frequency drives (VFD) for the existing two pumps along with SCADA upgrades for control and monitoring of the lift station sewer pumps and wet well levels and the project will also include extension of the City owned fiber from the Sandusky Transit System operations located at the Amtrak Station on North Depot Street to the Columbus Avenue Lift Station building; and

WHEREAS, this City Commission declared the necessity to proceed with the proposed Columbus Avenue Lift Station Improvement Project by Resolution No. 040-21R, passed on September 27, 2021; and

WHEREAS, upon public competitive bidding as required by law one (1) appropriate bid was received and the bid from ALL PHASE Power and Lighting, Inc. of Sandusky, Ohio, was determined to be the lowest and best bid; and

WHEREAS, the total cost of this project based on bid including engineering, inspection, advertising, construction and miscellaneous costs is \$334,184.00 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 the long lead times (39 weeks for delivery of the generator) and allow the contractor to complete the project by the completion date of December 16, 2022; and

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

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

Section 1. The City Manager is authorized and directed to enter into a contract with ALL PHASE Power and Lighting, Inc. of Sandusky, Ohio, for the

Columbus Avenue Lift Station Improvement Project in an amount **not to exceed** Three Hundred Twelve Thousand Eight Hundred Ninety Five and 00/100 Dollars (\$312,895.00) consistent with the bid submitted by ALL PHASE Power and Lighting, Inc. of Sandusky, Ohio, currently on file in the office of the Director of Public Works.

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

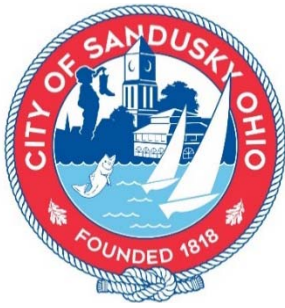
Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: November 8, 2021



240 Columbus Avenue
Sandusky, Ohio 44870
419.621.8462
www.ci.sandusky.oh.us

TO: Eric Wobser, City Manager

FROM: Nicole Grohe, CDBG Administrator

DATE: October 27th, 2021

SUBJECT: First Transit Transportation Services Contract Fourth Amendment

ITEM FOR CONSIDERATION: Legislation requesting approval for the City Manager to enter into a contract amendment to extend transportation services between the City of Sandusky and First Transit, Inc. for one-year beginning April 1, 2022 through March 31, 2023. It is our intent to continue with First Transit as our operator.

BACKGROUND INFORMATION: As a result of the COVID pandemic, the City proposes to amend the existing contract with First Transit, Inc. to extend the contract for one-year and adjust the rates.

BUDGET IMPACT: The contract amendment would increase the cost per vehicle hour of service from \$35.04 to \$38.41 and increase the fixed fee per month from \$30,866.83 to \$31,583.93. Based upon 69,625 vehicle hours of service, the total adjusted cost increase for contract year 2022 would be \$108,415.52. The additional cost will be paid with Transit Funds and reimbursed through grant funding through the ODOT 5311, 5339, and OTP2 programs, contract revenue, passenger fares, and possibly General Funds.

ACTION REQUESTED: It is requested that the Fourth Amendment to the Transportation Services Agreement with First Transit for a one-year extension be approved beginning on April 1, 2022 and ending on March 31, 2023.

Nicole Grohe
Community Development Programs Administrator

I concur with this recommendation:

Eric Wobser
City Manager

Jonathan Holody
Director of Community Development

cc: Cathy Myers, Clerk of City Commission
Michelle Reeder, Finance Director
Brendan Heil, Law Director

CERTIFICATE OF FUNDS

In the Matter of: First Transit 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 # 218-6822

By: 

Michelle Reeder

Finance Director

Dated: 11/3/2021

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A FOURTH AMENDMENT TO THE TRANSPORTATION SERVICES AGREEMENT BETWEEN THE CITY OF SANDUSKY AND FIRST TRANSIT, INC., OF CINCINNATI, OHIO, IN RELATION TO THE SANDUSKY TRANSIT SYSTEM.

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

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

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

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

WHEREAS, this City Commission approved a Third Amendment to the Transportation Services Agreement with First Transit, Inc. by Ordinance No. 21-108, passed on July 12, 2021, to allow for a \$1.50 per hour wage increase for all drivers and hourly staff positions due to an extreme shortage of bus drivers and lack of qualified applicants; and

WHEREAS, as a result of the COVID pandemic the City and First Transit desire to enter into an emergency one-year extension of the Transportation Services Agreement for the period April 1, 2022 through March 31, 2023; and

WHEREAS, in addition to extending the contract, this proposed fourth amendment will increase the Cost Per Vehicle Hour of Services from \$35.04 to \$38.41 and increase the Fixed Fee Per Month from \$30,866.83 to \$31,583.93 for a total adjusted cost increase of approximately \$108,415.52 and the additional costs will be paid with Transit Funds and reimbursed through grant funding through the ODOT 5311, 5339, and OTP2 programs, contract revenue, passenger fares, and possibly General Funds; 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 Sandusky Transit System, of the City of Sandusky, Ohio and, NOW, THEREFORE,

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

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

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

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

Section 4. That for the reasons set forth in the preamble hereto, this Ordinance 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: November 8, 2021

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

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

WITNESSETH

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

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

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

WHEREAS, effective June 28, 2021, the City and FT further amended the Transportation Services Agreement (the “Third Amendment”); and

WHEREAS, the Parties desire to, as a result of the COVID19 pandemic, enter into an emergency one-year extension of the Transportation Services Agreement for the period April 1, 2022 through March 31, 2023;

NOW, THEREFORE, the Parties mutually agree as follows:

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

Effective Date April 1, 2022

Cost Per Vehicle Hour of Service \$38.41

Fixed Fee Per Month \$31,583.93

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

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

Notices to THE CITY shall be addressed to:

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

With a copy to:

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

Notices to FT shall be addressed to:

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

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

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

THE CITY OF SANDUSKY

FIRST TRANSIT, INC.

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

ATTEST:

By: _____

By: _____

EXHIBIT "1"

Attachment A									
<i>Revised Pricing Submitted June 18, 2021</i>							Emergency		
<i>Same Service Levels as Second Amendment</i>							Extension		
Increase Driver and Hourly Staff Wages \$1.50 Per Hour							Year		
COST SUMMARY FOR YEAR				<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>		
Revised Prices Effective				1/1/2020	4/1/2020	4/1/2021	4/1/2022		
ASSUMPTIONS:									
VEHICLE HOURS OF SERVICE				69,625	69,625	69,625	69,625		
VEHICLE MILES OF SERVICE				1,038,141	1,038,141	1,038,141	1,038,141		
PASSENGER TRIPS				200,000	200,000	200,000	200,000		
FAREBOX REVENUE				\$200,000	\$200,000	\$200,000	\$200,000		
Fixed Fee Per Month				\$30,123.17	\$28,420.67	\$30,866.83	\$31,583.93		
Annual Fixed Fee				\$361,478.04	\$341,048.04	\$370,401.96	\$378,467.12		
Cost Per Vehicle Hour of Service				\$29.14	\$31.09	\$35.04	\$38.41		
Annual Cost Per Vehicle Service Hours				\$2,028,873	\$2,164,641	\$2,439,660	\$2,674,345		
Total Cost				\$2,390,351	\$2,505,689	\$2,810,062	\$3,052,813		
Cost Increase				\$0	\$0	\$218,667	\$242,751	Y	

Revised Pricing Submitted June 18, 2021										
Cost Detail										
COST SUMMARY FOR YEAR							2019	2020	2021	2022
ASSUMPTIONS:										
VEHICLE HOURS OF SERVICE							69,625	69,625	69,625	69,625
VEHICLE MILES OF SERVICE							1,038,141	1,038,141	1,038,141	1,038,141
PASSENGER TRIPS							200,000	200,000	200,000	200,000
FAREBOX REVENUE							\$200,000	\$200,000	\$200,000	\$200,000
VARIABLE EXPENSES										
DISPATCHING							2.60	2.64	2.86	\$2.92
ROAD SUPERVISOR							0.58	0.60	0.62	0.63
DRIVERS							17.19	18.33	20.91	21.79
FRINGE BENEFITS							5.23	5.78	6.51	6.85
INSURANCE							1.12	1.14	1.16	3.00 Z
CORPORATE SUPPORT							1.16	1.24	1.41	1.54
FEE (PROFIT)							1.16	1.24	1.41	1.54
SAFETY/TRAINING EXPENSES							0.10	0.12	0.16	0.15
VARIABLE EXPENSES PER HOUR							\$29.14	\$31.09	\$35.04	\$38.41
TOTAL VARIABLE EXPENSES							\$2,028,873	\$2,164,641	\$2,439,660	\$2,674,345
FIXED EXPENSES										
MANAGEMENT (GM and Ops Mgr)							146,182	149,105	152,087	\$155,129
MAINTENANCE (Bus Shelter Cleaner)							5,253	5,253	21,321	21,610
FRINGE BENEFITS							38,903	41,362	46,286	47,784
OFFICE SUPPLIES							8,250	8,456	8,667	8,884
OPERATIONS EXPENSES							36,761	37,765	39,095	40,162
CUSTODIAL							2,522	2,585	2,649	2,715
MISCELLANEOUS							36,818	37,729	38,664	39,622
TAXES							4,455	4,656	4,865	5,084
CORPORATE SUPPORT							14,710	13,871	15,140	15,447
FEE (PROFIT)							14,710	13,871	15,140	15,447
DEPRECIATION							21,569	21,778	21,778	21,778
START UP EXPENSE							26,821	-	-	-
VEHICLE LICENSE FEES							4,526	4,616	4,709	4,803
TOTAL FIXED EXPENSES							\$361,478	\$341,048	\$370,402	\$378,467
TOTAL ANNUAL COST							\$2,390,351	\$2,505,689	\$2,810,062	\$3,052,813
Y	\$127,942	of the \$242,751 cost increase for 2022 is the result of liability insurance cost increase.								
Z	See attached explanation regarding extraordinary liability cost increases due to COVID pandemic.									



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 26, 2021

RE: Commission Agenda Item

ITEM FOR CONSIDERATION: Requesting legislation authorizing the City Manager to purchase one (1) Power-LOAD Cot System from Stryker Medical of Chicago, IL in the amount of **\$25,625.30**.

BACKGROUND INFORMATION: There is a need to purchase (1) one Stryker power-LOAD cot loading system for our 2011 ambulance that is at station 7. This system is specifically designed to be used with our powered patient cots and will self-load the cots and patients both on and off the ambulance. The Power-LOAD System paired with a powered cot will virtually eliminate the chance of firefighter injuries, worker's compensation claims and lost work time.

Stryker Medical is the sole source provider of the Power-LOAD Cot system.

BUDGETARY INFORMATION: The total amount for the Power-LOAD Cot system is \$25,625.30. The cost of this purchase will be paid from the Fire Department's operating budget allocated for major expenditures. (110-1310-54090.)

ACTION REQUESTED: It is requested that the proper legislation be prepared to purchase one (1) MTS Power-LOAD Cot System from Stryker Medical of Chicago, IL in an amount not to exceed **\$25,625.30**. It is further 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 2 months from the date it is ordered.

Approved:

James Green, Interim Fire Chief

I concur with this recommendation:

Eric Wobser, City Manager

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

110.1310.54090



Power-LOAD

Quote Number: 10424320

Version: 1

Prepared For: SANDUSKY FIRE DEPT

Attn:

Remit to: **Stryker Medical**

P.O. Box 93308

Chicago, IL 60673-3308

Rep: Matt VanderWal

Email: matt.vanderwal@stryker.com

Phone Number:

Mobile: 269-251-1150

Quote Date: 10/25/2021

Expiration Date: 12/31/2021

Delivery Address

Name: SANDUSKY FIRE DEPT

Account #: 1120657

Address: 600 W MARKET ST

SANDUSKY

Ohio 44870

End User - Shipping - Billing

Name: SANDUSKY FIRE DEPT

Account #: 1120657

Address: 600 W MARKET ST

SANDUSKY

Ohio 44870

Bill To Account

Name: SANDUSKY FIRE DEPT

Account #: 1120657

Address: 600 W MARKET ST

SANDUSKY

Ohio 44870

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	639005550001	MTS POWER LOAD	1	\$25,625.30	\$25,625.30
Equipment Total:					\$25,625.30

Price Totals:

Grand Total: \$25,625.30

Prices: In effect for 90 days

Terms: Net 30 Days

Contact your local Sales Representative for more information about our flexible payment options.

Installation?
 Horton

all good?

Build R

CERTIFICATE OF FUNDS

In the Matter of: EMS Power Load Cot System

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

Account # 110-1310-54090

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 11/3/2021

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE ONE (1) STRYKER POWER-LOAD COT SYSTEM FROM STRYKER MEDICAL OF CHICAGO, ILLINOIS, FOR USE IN THE FIRE DEPARTMENT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, there is a need to purchase one (1) Stryker Power-LOAD Cot System for the 2011 Ambulance that is based at Station 7 on Venice Road; and

WHEREAS, Stryker EMS is the sole source provider for the Stryker Power-LOAD Cot System which is specifically designed to be used with the current powered patient cots and will self-load the cots and patients both on and off the ambulance; and

WHEREAS, the total cost to purchase the Stryker Power-LOAD Cot System is \$25,625.30 and will be paid with funds from the Fire Department's operating budget allocated for major expendables; 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 two (2) months from the order date; 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. The City Manager is authorized and directed to purchase one (1) Stryker Power-Load Cot System from Stryker Medical of Chicago, Illinois, for use in the Fire Department at an amount **not to exceed** Twenty Five Thousand Six Hundred Twenty Five and 30/100 Dollars (\$25,625.30).

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.

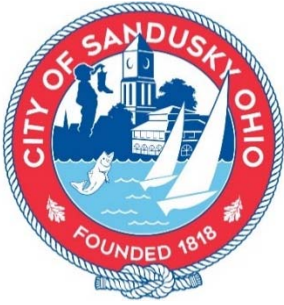
Section 3. This Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted 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: November 8, 2021



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 27, 2021
RE: Commission Agenda Item

ITEM FOR CONSIDERATION:

An ordinance authorizing the City Manager to enter into an agreement for 2021-2022 property, casualty, and liability insurance with Rinehart Walters-Danner Insurance Agency of Mansfield, Ohio, and to expend funds in an amount not to exceed \$335,000.

BUDGETARY INFORMATION:

The annual cost has become part of the annual operating budget and the City of Sandusky's total cost for 2021-2022 will be an amount not to exceed \$335,000. The insurance year is December 1, 2021 through November 30, 2022. This insurance proposal covers property, general liability, automotive, umbrella, cyber, crime, golf course and liquor liability coverage. The prior year ordinance was passed by the City Commission on November 9, 2020 as Ordinance No 20-162, for an amount not to exceed \$325,000. There is a 2.7% increase in the property insurance premium and a 28% or \$2,044 dollar increase to the Cyber coverage effective December 1, 2021. In 2019, ordinance 19-194 was approved with a not to exceed amount of \$440,000, the current proposal is \$105,000 less than the 2019 proposal.

The cost of insurance is not to exceed \$335,000 which includes the premium cost of \$325,242 plus a contingency of \$9,758 for special events if needed. Based on exposures, the cost will be distributed to the General Fund (\$214,400), Street Fund (\$34,840), Water Fund (\$41,875), and Sewer Fund (\$43,885).

ACTION REQUESTED:

The City Commission is requested to approve legislation to authorize the City Manager to enter into an agreement with Rinehart Walters-Danner Insurance Agency for the property, casualty, and liability insurance package for 2021-2022 and authorize payment at an amount not to exceed \$335,000. It is requested that the City Commission enact the required legislation under suspension of the rules in accordance with Section 14 of the City Charter to avoid any lapse in coverage.

I concur with this recommendation:

Eric Wobser
City Manager

Michelle Reeder
Finance Director

CC: Eric Wobser City Manager, Brendan Heil Law Director

CERTIFICATE OF FUNDS

In the Matter of: Rinehart Insurance Renewal

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

Account # 110-7900, 216-6200, 612-5900, 613-5900-53002

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 11/3/2021

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH RINEHART WALTERS-DANNER INSURANCE AGENCY OF MANSFIELD, OHIO FOR PROPERTY, CASUALTY AND LIABILITY INSURANCE FOR THE PERIOD OF DECEMBER 1, 2021, THROUGH NOVEMBER 30, 2022; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, in 2020, the City accepted six (6) proposals for property, casualty and liability insurance and a selection committee determined Rinehart Walters-Danner Insurance Agency of Mansfield, Ohio, had the best proposal and subsequently, this City Commission approved an agreement with Rinehart Walters-Danner insurance Agency for the period of December 1, 2020, through November 30, 2021, by Ordinance No. 0-162, passed on November 9, 2020, at a cost of \$325,000.00; and

WHEREAS, the cost for insurance for the period of December 1, 2021, through November 30, 2022, is not to exceed \$335,000.00, which includes the premium cost of \$325,242.00 plus a contingency amount of \$9,758.00 for special events if needed, and will be paid with General Funds in the amount of \$214,400.00, Street Funds in the amount of \$34,840.00, Water Funds in the amount of \$41,875.00, and Sewer Funds in the amount of \$43,885.00; 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 and avoid any lapse in coverage; 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. This City Commission authorizes and directs the City Manager to enter into an agreement with Rinehart Walters-Danner Insurance Agency of Mansfield, Ohio, for property, casualty and liability insurance for the period of December 1, 2021, through November 30, 2022, consistent with the proposal submitted by Rinehart Walters-Danner Insurance Agency on file in the office of the Director of Finance.

Section 2. This City Commission authorizes and directs the City Manager and/or Finance Director to make payment to Rinehart Walters-Danner Insurance Agency of Mansfield, Ohio, for property, casualty and liability insurance in an

amount **not to exceed** Three Hundred Thirty Five Thousand and 00/100 Dollars (\$335,000.00) for coverage for the period beginning December 1, 2021 through November 30, 2022.

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.

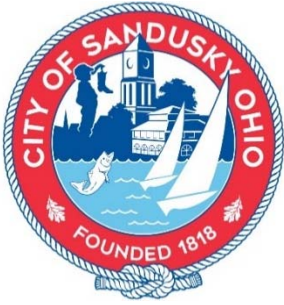
Section 4. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted 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: November 8, 2021



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 27, 2021
RE: Commission Agenda Item

ITEM FOR CONSIDERATION:

An ordinance approving a new agreement with the Ashley Group, A One Digital Company for consulting and brokerage services related to the City's health insurance program.

BUDGETARY INFORMATION:

The cost will be \$4,250 per month effective November 2021 and will be paid from the Health Insurance Fund. Previously, Ordinance 18-178 was approved on September 10, 2018 with an agreement through October 31, 2021 with the Ashley Group to perform these services for \$4,000 per month.

ACTION REQUESTED:

The City Commission is requested to approve legislation to authorize the City Manager to enter into an agreement with the Ashley Group, A One Digital Company for consulting and brokerage services related to the City's self-funded health insurance program, at a monthly cost of \$4,250. It is requested that the City Commission enact the required legislation under suspension of the rules in accordance with Section 14 of the City Charter to avoid any lapse in coverage.

I concur with this recommendation:

Eric Wobser
City Manager

Michelle Reeder
Finance Director

CC: Eric Wobser City Manager, Brendan Heil Law Director

CERTIFICATE OF FUNDS

In the Matter of: Ashley Group, A One Digital Company

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 # 701-0000-53000

By: 

Michelle Reeder

Finance Director

Dated: 11/3/2021

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND APPROVING A CONSULTING AGREEMENT WITH THE ASHLEY GROUP | A ONE DIGITAL COMPANY OF SANDUSKY, OHIO, FOR CONSULTING AND BROKERAGE SERVICES RELATED TO THE CITY'S HEALTH INSURANCE PROGRAM; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Audit/Finance Committee, utilizing the services of insurance consultants, Crain, Langner & Associates who facilitated the process and reviewed the proposals, and at their meeting on October 23, 2015, unanimously recommended The Ashley Group to administer the City's health insurance program for the calendar year 2016; and

WHEREAS, the City Commission previously approved Consulting and Brokerage Agreements with The Ashley Group of Sandusky, Ohio, for the administration of the City's Health Insurance Program by Ordinance No. 15-164, passed on November 23, 2015, and Ordinance No. 18-178 passed on September 10, 2018; and

WHEREAS, the initial term of this agreement is for three (3) years, commencing November 1, 2021, and thereafter will remain in effect until terminated; and

WHEREAS, the cost for the services is \$4,250.00 per month for a total amount of \$51,000.00 annually and will be paid with Health Insurance Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to make payment in a timely manner and avoid any lapse in coverage; 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. This City Commission authorizes and approves a Consulting Agreement with The Ashley Group | A Digital Company of Sandusky, Ohio, for consulting and brokerage services related to the City's Health Insurance Program commencing on November 1, 2021, copy of which is marked Exhibit "1" and is attached to this Ordinance, and is specifically incorporated as if fully rewritten herein, together with such revisions or additions thereto as are approved by the Law Director as not being substantially adverse to the City and as being consistent

with the purpose thereof as set forth in the preamble hereto and authorizes the City Manager and/or Finance Director to expend funds in the amount of \$4,250.00 per month for a total annual amount **not to exceed** Fifty One Thousand and 00/100 Dollars (\$51,000.00) to The Ashley Group | A One Digital Company of Sandusky, Ohio.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: November 8, 2021

Consulting Agreement

This Consulting Agreement (Agreement) is between City of Sandusky (Client) and The Ashley Group | A One Digital Company (Consultant), effective date to be November 1, 2021.

WHEREAS, Client wishes to obtain the assistance of Consultant with strategic benefit planning, design, funding, administration and communication with respect to its employee benefit programs;

WHEREAS, Consultant has superior knowledge and expertise in assisting employers with designing and servicing employee benefit plans; and

WHEREAS, the parties wish to set forth their respective expectations;

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties hereby agree as follows:

1. Scope of Services to be Provided by Consultant

Consultant will provide Client with the consulting and brokerage services listed below:

- A.** Review and analyze current program including a detailed review of the existing plan design
- B.** Identify and prioritize the Client's objectives for benefit plans
- C.** Develop near and long-term benefit strategy
- D.** Integrate benefit program into the Client's overall employee compensation program
- E.** Analyze historical costs
- F.** Analyze appropriate funding mechanisms including cash-flow, risk transfer and fixed costs
- G.** Compare plan performance to Client objectives on an annual (quarterly) basis
- H.** Analyze vendors and networks to develop potential alternatives
- I.** Provide detailed quarterly claims experience reviews with carrier(s) and Client. Including analysis of trends, quarterly renewal projections and ERISA compliance, as necessary
- J.** Communicate with Client's Human Resources personnel regarding benefits program issues, including employee meetings and communications
- K.** Meet with Client's management or benefits personnel as requested and at regular (quarterly) intervals
- L.** Participate in in-person meetings with Client's employees, administrators, and collective bargaining unit representatives to negotiate and finalize employee benefit plans
- M.** Issue all certificates as of the effective date
- N.** Provide claim problem resolution as requested by the Client
- O.** Provide billing problem resolution
- P.** Provide coverage interpretation
- Q.** Provide on-line claims and enrollment administration access to employee benefits office

- R. Provide full and complete subrogation action and collection from negligent party for the benefit of the Client
- S. Keep Client informed of current State, Federal and local legislative developments including the Affordable Health Care Act
- T. At renewal, negotiate with current vendors
- U. Coordinate enrollment with Client and employees and dependents
- V. Provide education to Client's benefits personnel regarding changes/new administrative procedures
- W. Provide annually/monthly/quarterly compliance deadlines
- X. Develop and implement a detailed account Stewardship Report plan, which should include, but not be limited to, the following:
 - Specific quantifiable and measurable goals and objectives for Consultant's team relating to Client's programs ("Reports"); and
 - Detailed work plans which lay out the account management plan, work schedules, areas of concentration, timing and information requirements ("Action Plan")

2. Client's Responsibilities

Client will make available such reasonable information as required for Consultant to conduct its services. Such data will be made available as promptly as possible. It is understood by Consultant that the time of Client's personnel is limited, and judicious use of that time is a requirement of this Agreement. Client will make timely payments of the service fees as set forth elsewhere in this Agreement.

3. Term & Termination

A. Term.

The initial term of this Agreement shall be three years, commencement date to be November 1, 2021. Thereafter, this Agreement will remain in effect until terminated as described below.

B. Termination.

This Agreement may be terminated by either party only as follows:

- a) Effective upon thirty (30) days' advance written notice to the other party stating that such other party is in breach of any of the provisions of this Agreement, provided such breach (if able to be cured) is not cured within fifteen (15) days after the notice is received;
- b) effective upon six (60) days' advance written notice to the other party given with or without reason; provided such notice is given after the Initial Term; or
- c) By mutual written agreement of the parties.

4. Cost of Services

- A. \$4,250.00/month. Such fees should be a base fee for services and should assume Consultant would not be entitled to any commissions, overrides, bonuses or incentives for any coverage procured on behalf of the Client. Consultant should indicate any exceptions to this requirement.

- B.** In the event a particular insurance company whose coverage is most advantageous to the Client will not write coverage net of commission, commissions received for coverage procured by the Consultant shall be disclosed and credited against the base fee.

5. Personnel

Consultant will assign its personnel according to the needs of Client and according to the disciplines required to complete the appointed task in a professional manner. Consultant retains the right to substitute personnel with reasonable cause. The Account Management Team consists of the following individuals:

Primary Service Team: Nick Gerber, Partner
 Ashley Grisez, Director of Client Services
 Heidi Mougey, Account Manager

Additional Key Resources: Sephora Fannin, Benefit Analyst
 Timothy Paradiso, President

6. Records and Information

Consultant agrees to keep any information provided by Client confidential and to exercise reasonable and prudent cautions in protecting the confidentiality of such information. If the services provided by Consultant involve the use of protected health information, Client and Consultant agree to enter into an appropriate business associate agreement.

7. Independent Contractor.

It is understood and agreed that Consultant is engaged by Client to perform services under this Agreement as an independent contractor. Consultant shall use its best efforts to follow written, oral or electronically transmitted (i.e., sent via facsimile or email) instructions from Client as to policy and procedure.

8. Fiduciary Responsibility.

Client acknowledges that: (i) Consultant shall have no discretionary authority or discretionary control respecting the management of any of the employee benefit plans; (ii) Consultant shall exercise no authority or control with respect to management or disposition of the assets of Client's employee benefit plans; and (iii) Consultant shall perform services pursuant to this Agreement in a non-fiduciary capacity.

Client agrees to notify Consultant as soon as possible of any proposed amendments to the plans' legal documents to the extent that the amendments would affect Consultant in the performance of its obligations under this Agreement. Client agrees to submit (or cause its agent, consultants or vendors to submit) all information in its (or their) control reasonably necessary for Consultant to perform the services covered by this Agreement.

9. Entire Agreement

This constitutes the entire Agreement between the parties, and any other warranties or agreements are hereby superseded.

Subsequent amendments to this Agreement shall only be in writing signed by both parties.

City of Sandusky

Signature

Date

Title

The Ashley Group | A One Digital Company

Signature

Date

Title

EXHIBIT "1"



Department of Community

Development

240 Columbus Avenue
Sandusky, Ohio 44870
419.621.8462
www.ci.sandusky.oh.us

TO: Eric Wobser, City Manager

FROM: Nicole Grohe, CDBG Administrator

DATE: October 27th, 2021

RE: City Commission Agenda Item

ITEM FOR CONSIDERATION: The purpose of this communication is to request approval of legislation to authorize the City Manager to enter into a Lease Agreement with First Transit, Inc. for four (4) transit buses.

BACKGROUND INFORMATION: The City currently leases two (4) vehicles from First Transit, Inc. at the rate of \$2,800 per month, per vehicle and these leases expired on May 14th, 2021. The City and First Transit, Inc. desire to continue with the lease agreement for the following vehicles:

- 2007 Eldorado National 1N9HJAC867C084213 – 55 passengers
- 2007 Eldorado National 1N9HJAC857C084218 – 55 passengers
- 2011 Champion Freightliner 1FVACWDT2BHAZ4834
- 2014 Glaval Entourage 1FDGF5GY9CEC27051 – 30 passengers

STS will continue to lease four (4) vehicles for fixed routes offered within the STS service area for the period retroactive to May 1, 2021 through April 30, 2023. The monthly vehicle cost for this agreement would be \$2,800 per month, for all four (4) vehicles, or \$700 per vehicle.

First Transit will provide normal preventative maintenance services and repair to the vehicles.

BUDGET IMPACT: The total cost of the vehicles for a 24-month lease would not exceed \$67,200 to be paid with Rural Grant Funds received by the U.S. Department of Transportation Federal Transit Administration (FTA) through the Ohio Department of Transportation.

ACTION REQUESTED: It is requested legislation be adopted by the City Commission to allow the City Manager to execute the lease agreement. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter in order to immediately execute the Vehicle Lease Agreement as the previous lease expired on April 30, 2021, and allow the Sandusky Transit System to continue utilizing the buses.

Nicole Grohe

Community Development Programs Administrator

I concur with this recommendation:

Eric Wobser
City Manager

Jonathan Holody
Director of Community Development

cc: Cathy Myers, Clerk of City Commission
Michelle Reeder, Finance Director
Brendan Heil, Law Director

CERTIFICATE OF FUNDS

In the Matter of: First Transit – Bus 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 # 218-6822

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 11/3/2021

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A VEHICLE LEASE AGREEMENT WITH FIRST TRANSIT, INC., OF CINCINNATI, OHIO, FOR THE PURPOSE OF LEASING FOUR 940 TRANSIT BUSES FOR THE SANDUSKY TRANSIT SYSTEM; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

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

WHEREAS, the City Commission approved a Vehicle Lease Agreement with First Transit, Inc., of Cincinnati, Ohio, for the purpose of leasing two (2) 2007 Eldorado National Buses for the Sandusky Transit System for the period of May 1, 2017, through April 30, 2019, by Ordinance No. 17-094, passed on May 8, 2017; and

WHEREAS, this City Commission approved a Vehicle Lease Agreement with First Transit, Inc., of Cincinnati, Ohio, for the purpose of leasing four (4) transit vehicles for the period of May 1, 2019, through April 30, 2021, by Ordinance No. 19-079, passed on May 13, 2019; and

WHEREAS, the City desires to continue to leasing the four (4) transit vehicles described as follows:

<u>Year / Make</u>	<u>Vehicle ID Number</u>
2007 Eldorado National	1N9HJAC867C084213
2007 Eldorado National	1N9HJAC857C084218
2011 Champion Freightliner	1FVACWDT2BHAZ4834
2014 Glaval Entourage	1FDGF5GY9CEC27051

WHEREAS, the four (4) transit vehicles will be leased for the period retroactive to May 1, 2021, through April 30, 2023, and pursuant to the agreement, First Transit will perform all routine and preventative maintenance on the vehicles and invoice the City monthly; and

WHEREAS, the cost for leasing the four (4) buses is \$700.00 per month / per bus for a maximum total cost of \$67,200.00 and this cost will be paid with Rural Transit Program Grant funds received by the U.S. Department of Transportation Federal Transit Administration (FTA) through the Ohio Department of Transportation; 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 Vehicle Lease Agreement as the previous lease expired on April 30, 2021, and allow the Sandusky Transit System to continue utilizing the buses; and

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

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

Section 1. The City Manager is authorized and directed to enter into a Vehicle Lease Agreement with First Transit, Inc., of Cincinnati, Ohio, for the purpose of leasing four (4) transit buses for the Sandusky Transit System for the period retroactive to May 1, 2021, through May 13, 2021, substantially in the same form as Exhibit "1", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Ordinance.

Section 2. The City Manager and/or Finance Director is authorized and directed to expend funds to First Transit, Inc., of Cincinnati, Ohio, for the purpose of leasing four (4) transit buses for the Sandusky Transit System for the period retroactive to May 1, 2021, through April 30, 2023, at \$700.00 per month / per bus, for an amount **not to exceed** Sixty Seven Thousand Two Hundred and 00/100 Dollars (\$67,200.00), pursuant to and in accordance with the agreement.

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

Section 4. This 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: November 8, 2021

First Transit, Inc.

First Transit Use Only	
Location No.	
Control No.	
Appr.	

VEHICLE LEASE

Effective Date of Lease ("Effective Date")	__May, 1, 2021
Lessee Full Corporate Name ("Lessee"):	City of Sandusky
Lessee Business Address:	Street: 240 Columbus Avenue City: Sandusky State: Ohio Zip Code: 44870
Lessee Contact Person ("Lessee Contact"):	Name: Nicole Grohe Address: 240 Columbus Avenue, Sandusky, OH 44870 Telephone: 419-627-5832 Mobile Phone:
Lessor	First Transit, Inc. or its assigns, as provided in this Lease
First Transit Branch Address ("First Location"):	First Transit, 1230 N Depot Street, Sandusky, OH 44870 Location # 55449
First Transit Contact Person ("First Contact"):	Name: Patrick Smith Telephone: Mobile Phone: 412-689-8581
First Transit Payment Address ("Payment Address")	1230 N Depot Street, Sandusky, OH 44870
Lease Termination Date ("Termination Date")	Termination Date: April 30, 2023 Term in Months: 24 and Days: 0
Intended Use of Vehicles during Lease:	Intended Location of Operation: "State of Operation" shall be the State of Ohio
Lessee's Liability Insurance Information:	Carrier Name: Policy Number: Expiration Date: Limit Review by First Transit: <input type="text"/> Mgr. Initial
Maintenance Option Selected by Lessee:	See Section 7 of Agreement for detail. Lessee has elected that all Vehicle maintenance be performed by First Transit at the First Transit Location and understands that the charges set forth in ATTACHMENT C will apply for all maintenance and repairs required under this Agreement. Section 7(b) applies to this Agreement.

1. LEASE:

(a) First Transit hereby leases to Lessee and Lessee hereby hires for rent from First Transit, in accordance with and subject to the provisions of this agreement (“Agreement”), the motor vehicle(s) set forth on ATTACHMENT A, to be used by Lessee as multi-passenger vehicles for the purpose of transportation of persons in accordance with the laws of the State of Operation (the “Vehicles”) in accordance with the terms and conditions of that certain Transit Services Agreement by and between Lessee and First Transit dated as of March 31, 2017 as amended by the Third Amendment dated July 20, 2021 (the “Transit Services Agreement”):

(b) The term “Vehicles” whenever used in this Agreement shall be construed to mean the Vehicles identified above together with all equipment and accessories attached to such Vehicles at the time of delivery.

(c) Operation of the Vehicles shall be in accordance with all applicable federal, state and municipal laws, ordinances, rules and regulations for the State of Operation.

2. RENT and TAXES:

(a) Lessee shall pay First Transit rent in amounts shown on ATTACHMENT A for the lease of the Vehicles.

(b) Rent shall be invoiced monthly with monthly pass through maintenance invoiced in accordance with the Transit Services Agreement, at the First Transit’s office at the Payment Address set forth at the beginning in this Agreement.

(c) Lessee shall pay First Transit within 30 days of receipt of First Transit’s invoices. First Transit may cease to make the Vehicles available for the provision of services under the Transit Services Agreement should Lessee fail to compensate First Transit for services rendered within the time period specified herein.

(d) Lessee shall reimburse First Transit for all federal, state and local taxes, fees and registration expenses with respect to the Vehicles.

3. TERM:

This Agreement shall commence on the Effective Date as set forth above and shall continue for a period twenty-four (24) months as set forth above, ending on the Termination Date, unless terminated earlier as provided for herein. This Agreement shall automatically terminate upon the termination of the Transit Services Agreement.

4. USE of the VEHICLES:

First Transit, on behalf of Lessee, shall use and operate the Vehicles for the purpose and in the locations set forth in the Transit Services Agreement, and in accordance with all applicable federal, state and municipal laws, ordinances, rules and regulations.

5. MAINTENANCE:

First Transit shall perform all routine and preventative maintenance on the Vehicles, as set forth in the Transportation Services Agreement, on behalf of the Lessee and shall invoice Lessee monthly for such maintenance.

6. TITLE AND REGISTRATION:

(a) Title and ownership in and to the Vehicles shall at all times remain vested in First Transit, and Lessee shall not do or perform any act prejudicial thereto. Lessee shall not pledge, sell, assign, rehire, sublease, abandon, give up possession, damage or destroy the Vehicles.

(b) The Vehicles shall be registered in the name of First Transit under the applicable laws pertaining to motor vehicles in the jurisdictions in which the Vehicles are regularly operated.

7. INSURANCE:

First Transit shall maintain the levels of insurance coverage as required by Section 8 of the Transit Services Agreement.

8. TERMINATION FOR CONVENIENCE:

Either party may terminate this Agreement for convenience upon not less than thirty (30) days prior written notice to the other party.

9. DEFAULT:

In the event that: (a) Lessee fails to pay any rent or make any other payment under this Agreement when due; or (b) Lessee is in default of the performance of any obligations, condition, representation or warranty set out in this Agreement and shall fail to remedy such default within ten (10) days of receipt of written notice by the First Transit of such default; or (c) Lessee becomes insolvent or makes an assignment for the benefit of its creditors or applies for or consents to the appointment of a receiver, trustee or liquidator, or a receiver, trustee or liquidator is appointed without the application or consent of Lessee, or a petition is filed by or against Lessee under bankruptcy or insolvency laws providing for relief or debtors, or Lessee breaches any of the terms of any lien or credit agreements, or Lessee makes a bulk transfer of its assets, equipment or inventory; or (d) any other execution or writ or process is issued in any action or proceedings against Lessee, whereby the Vehicles may be taken or detained; then Lessee shall be and shall be deemed to be in final default of this Agreement and shall for all purposes be deemed to have repudiated this Agreement, and First Transit may, by notice addressed to Lessee, terminate this Agreement and shall thereafter be entitled to the entire amount of the unpaid rent for the full balance of the term of this Agreement, discounted to net present value at the date of termination, in accordance with generally accepted accounting principles. The foregoing rights and remedies shall be cumulative, and in addition to and not in limitation of any other rights First Transit may have at law or in equity. In the event that the First Transit shall incur any legal costs, attorney's fees or court costs by reason of an event of default by Lessee under this Agreement, Lessee shall be liable to First Transit for such attorney's fees, court costs and any expenses related to the enforcement of First Transit's rights under this Agreement.

~~10. INDEMNITY:~~

~~Lessee shall indemnify and save First Transit harmless from and against all fines and penalties, claims, losses, costs, damages, suits and expenses (including attorney's fees, court costs and experts fees resulting from, caused or contributed by or relating to or arising out of the breach by Lessee of any of the provisions of the Agreement, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of First Transit, its agents or employees.~~

11. ASSIGNMENT AND AMENDMENTS:

No assignment of this Agreement or any interest hereunder on the part of Lessee shall be of any force or effect unless consented to in writing by First Transit. First Transit may assign this Agreement without the consent of Lessee and on prior written notice, to any subsidiary or affiliate of First Transit or its parent company. Lessee shall cooperate in the execution of assignment documents, as may reasonably be required by First Transit or its assignee. Except for such assignment, Agreement may only be modified or amended by writing, stating that it is an amendment and signed by the parties.

12. NOTICES:

Any notices desired or required to be given under this Agreement shall be made in writing by courier to the address to the contact persons for each party set forth at the beginning of this Agreement, or to such other address as the parties may hereafter substitute by written notice.

13. TIME: Time is of the essence of this Agreement and each and all of its provisions.

14. INTERPRETATION: Whenever the context of this Agreement so requires, the singular number includes the plural and vice versa. The headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement. This Agreement shall be governed by and interpreted in accordance with the laws in force in the jurisdiction where the Vehicles are located.

FIRST TRANSIT, INC.

LESSEE: CITY OF SANDUSKY

By:

By:

(Signature)

(Signature)

(Name and Title)

(Name and Title)

ATTACHMENT A
Vehicles under Lease

<u>First Transit Vehicle No.</u>	<u>Year/Make</u>	<u>Capacity</u>	<u>VIN</u>	<u>Monthly Rent per Vehicle*</u>
184611	2007 Eldorado National		1N9HJAC867C084213	\$700 per month/ per vehicle for months 1- 24
184619	2007 Eldorado National		1N9HJAC857C084218	\$700 per month/ per vehicle for months 1- 24
196240	2014 Glaval Entourage		1FDGF5GY9CEC27051	\$700 per month for months 1 - 24
196772	2011 Champion Freightliner		1FVACWDT2BHAZ4834	\$700 per month for months 1 - 24

Initial for Acceptance of ATTACHMENT A terms:	First Transit	Lessee