



**SANDUSKY CITY COMMISSION
REGULAR SESSION AGENDA
MAY 9, 2022 AT 5 P.M.
CITY HALL, 240 COLUMBUS AVENUE**

INVOCATION	Dennis Murray
PLEDGE OF ALLEGIANCE	
CALL TO ORDER	
ROLL CALL	D. Brady, S. Poggiali, D. Waddington, B. Harris, M. Meinzer, W. Poole, D. Murray
APPROVAL OF MINUTES	April 25, 2022
AUDIENCE PARTICIPATION	
PUBLIC HEARING	CDBG Action Plan 2022, Nicole Grohe, Program Administrator
COMMUNICATIONS	Motion to accept all communications submitted below
CURRENT BUSINESS	

CONSENT AGENDA ITEMS

ITEM A – Submitted by Jared Oliver, Police Chief

AMEND CODE SECTIONS RELATING TO POLICE FEES FOR UNIFORMITY

Budgetary Information: There is no budgetary impact to amending these sections of the Codified Ordinances.

ORDINANCE NO. _____: It is requested an ordinance be passed AMENDING Part Three (Traffic Code), Title One (Administration), Chapter 303 (Enforcement, Impounding and Penalty), Section 303.08 (Impounding of Vehicles; Redemption), Part Seven (Business Regulation Code), Chapter 747 (Public Vehicle for Hire), Sections 747.08 (Public Vehicle for Hire Business License Renewal; Transfer) and 747.11 (Public Vehicle for Hire Driver's License; Fee), and Part Nine (Streets, Utilities and Public Services Code), Title Five (Other Public Services), Chapter 955 (Solid Waste Disposal), Section 955.05 (Storage and Collection of Solid Waste) of the Codified Ordinances of the City of Sandusky, in the manner and way specifically set forth hereinbelow; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM B – Submitted by Jared Oliver, Police Chief

RATIFY OCJS GRANT (SPD RECRUITMENT & RETENTION)

Budgetary Information: There is no budgetary impact. Any monetary award received will be through grant funds from the state of Ohio.

RESOLUTION NO. _____: It is requested a resolution be passed approving and ratifying an application submitted to the Ohio Office of Criminal Justice Services (OCJS) for funding through the American Rescue Plan Act (ARPA) for Law Enforcement Violence Reduction & Staffing Grant Program for the Sandusky Police Department; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM C – Submitted by Debi Eversole, Housing Development Specialist

ACCEPTING 5 PARCELS

Budgetary Information: The cost of these acquisitions will be approximately one hundred five dollars to pay for the preparation of one (1) deed and title transfer fees and will be recouped by the City upon sale of the properties. This expense will be paid out of the Land Bank expense account. The taxing districts will not collect the approximate twelve thousand six hundred dollars (\$12,600.00) owed in delinquent taxes.

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

ITEM D – Submitted by Jane Cullen, Assistant City Engineer

BIWW EMERGENCY PURCHASE AND INSTALL TRAVELING WATER SCREEN

Budgetary Information: The not to exceed cost for the new Traveling Water Screen including installation is \$228,865.00 and will be paid for with Water Funds.

ORDINANCE NO. _____: It is requested an ordinance be passed ratifying the emergency purchase of a new Traveling Water Screen at Big Island Water Works (BIWW); authorizing and directing the City Manager and/or Finance Director to expend funds for the purchase and installation to Evoqua Water Technologies, LLC of Holland, Michigan, in the amount of \$228,865.00; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM E – Submitted by Michelle Reeder, Finance Director

BUDGET AMENDMENT #2

Budgetary Information: Appropriation amendments are required to update the 2022 budget. Examples include, but are not limited to General Funds, Fire Pension Funds, or State Grant Funds.

ORDINANCE NO. _____: It is requested an ordinance be passed adopting Amendment No. 2 to Ordinance No. 22-004 passed by this City Commission on January 10, 2022, making General Appropriations for the Fiscal

Year 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 Cody Browning, IT Manager

BIWW SURVEILLANCE VIDEO PURCHASE AND INSTALLATION

Budgetary Information: The total cost of this project will be \$25,442.00 will be paid from the Water Fund - Supplies/Materials.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to expend funds for the purchase and installation of video surveillance at the Big Island Water Works Plant from Johnson Control, Inc. of Cleveland, Ohio, through the Sourcewell Cooperative Purchasing Program; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 2 – Submitted by Scott Kromer, Streets and Utilities Supervisor

APPROVE NEW CEMETERY FEES

Budgetary Information: The revenue that is generated by the increase will be deposited into the General Fund and applicable endowments.

ORDINANCE NO. _____: It is requested an ordinance be passed approving the new fee schedule as recommended by the Cemetery Board for the Oakland Cemetery and Memorial Park Rules and Regulations; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 3 – Submitted by Aaron Klein, Public Works Director

PELEE ISLAND STOP PILE PROJECT AWARD

Budgetary Information: The total project construction cost is \$163,000 split accordingly: \$157,000 paid by Owen Sound Transportation Company and \$6,000 paid by City of Sandusky, Capital Funds. The City will pay the total project cost with Capital Funds, but OSTC will reimburse the City for all expenses needed to safely operate the Pelee Islander, which would be \$157,000 of this contract.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a contract with Toledo Caisson Corp. of Ottawa Lake, Michigan, for the Pelee Islander Stop Piles Project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 4 – Submitted by Josh Snyder, Public Works Engineer

2022 CDBG CITY PARKING LOT PROJECT

Budgetary Information: The estimated cost of the project including engineering, inspection, advertising, construction, material and miscellaneous costs, is \$96,419.15 paid solely with federal Community Development Block Grant Funds. The concrete portion to be bid out is estimated at \$37,154.00. The remaining amount covers the pavement milling, asphalt materials and landscaping.

RESOLUTION NO. _____: It is requested a resolution be passed declaring the necessity for the City to proceed with the proposed 2022 Community Development Block Grant (CDBG) East Water Street Public Parking Lot Improvement Project; and directing the City Manager to advertise for and receive bids in relation thereto; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 5 – Submitted by Josh Snyder, Public Works Engineer

2022 CDBG STREET REHABILITATION PROJECT BID

Budgetary Information: The estimated cost of the project including engineering, inspection, advertising, construction and miscellaneous costs, is \$190,000 paid solely with federal Community Development Block Grant Funds.

RESOLUTION NO. _____: It is requested a resolution be passed declaring the necessity for the City to proceed with the proposed 2022 Community Development Block Grant (CDBG) Street Rehabilitation Project; approving the specifications and engineer’s estimate of cost thereof; and directing the City Manager to advertise for and receive bids in relation thereto; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 6 – Submitted by Jane Cullen, Assistant City Engineer

TIFFIN AVENUE WATERMAIN LINING PROJECT

Budgetary Information: The estimated cost of the project, including engineering and inspection is \$370,000 and will be paid with Water Funds.

RESOLUTION NO. _____: It is requested a resolution be passed declaring the necessity of the City to proceed with the proposed Tiffin Avenue 12” Watermain Lining Project; approving the specifications and engineer’s estimate of cost thereof; and directing the City Manager to advertise for and receive bids in relation thereto; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 7 – Submitted by Jane Cullen, Assistant City Engineer

BIWW VFD REPLACEMENT PROJECT AWARD TO ALL PHASE POWER & LIGHTING

Budgetary Information: The total cost of the replacement of the five (5) VFDs shall not exceed \$271,920.00 and shall be paid from Water 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 & Lighting, Inc. of Sandusky, Ohio, for the 2022 Big Island Water Works (BIWW) Plant Variable Frequency Drives Replacement Project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 8 – Submitted by Jane Cullen, Assistant City Engineer

EVERSTREAM ACCESS AGREEMENT FOR CITY PARKING LOT

Budgetary Information: There is no budgetary impact for the right of entry agreement.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a Right of Entry Agreement with Everstream Solutions, LLC of Cleveland, Ohio, for the installation of Fiber Optic Cable in the Public Alley off Wayne Street and Public Parking Lot located at 110 East Water Street; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 9 – Submitted by Debi Eversole, Housing Development Specialist

AMEND MOU WITH ERIE COUNTY LAND REUTILIZATION CORPORATION

Budgetary Information: There is no cost associated with this proposed amendment. Since the required three (3) year period of ownership from the last property transferred to ECLRC has expired, ECLRC is prepared to transfer fourteen (14) properties back to the City of Sandusky Land Bank inventory if amendment is approved. This would then end the current Memorandum of Understanding.

RESOLUTION NO. _____: It is requested a resolution be passed authorizing and directing the City Manager to enter into an Amendment to the Memorandum of Understanding with the Erie County Land Reutilization Corporation (ECLRC) for the Demolition Program in partnership within the City of Sandusky utilizing grant funding from the Ohio Housing Finance Agency through the Neighborhood Initiative Program (NIP); and declaring that this resolution shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 10 – Submitted by Debi Eversole, Housing Development Specialist

AMEND HOTY CONTRACT TO EXTEND 12 MONTHS

Budgetary Information: At closing, each assessment lien will be satisfied from a portion of the sales proceeds. Broker fees of up to 6.5% will also be paid from the sales proceeds. The balance of funds will be used by the City to recoup expenses related to the property in accordance with O.R.C. §5722.08.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to execute a Listing Agreement Renewal with Hoty Enterprises, Inc. of Sandusky, Ohio, for the marketing and sale of forty-four (44) vacant parcels of land in the Cold Creek Subdivision in Sandusky to extend the Exclusive Right to Sell Agreement for an additional twelve (12) months; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 11 – Submitted by Arin Blair, Chief Planner

APPROVE PUBLIC VENDING FEES

Budgetary Information: The proposed fee schedule will not negatively impact the General Fund. The proposed fees will support the updated Public Vendor program developed in close collaboration with the active vendors in the City. The updated vendor program and fees are expected to help grow the number and variety of vendors operating in the City of Sandusky and improve the quality of life for our residents and visitors.

ORDINANCE NO. _____: It is requested an ordinance be passed approving the Fee Schedule for Public Vending established by the City Manager pursuant to Section 735.04 of the Codified Ordinances of the City of Sandusky; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 12 – Submitted by Jonathan Holody, Community Development Director

LAND ACQUISITION – MACK IRON WORKS WARREN STREET PROPERTY

Budgetary Information: The negotiated purchase price is \$262,500. The City will also be responsible for paying half of the closing costs. The source of funding is the Real Estate Development Fund.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a purchase agreement with Mack Iron Works Company for the purchase of real property located on Warren Street between East Market Street and East Washington Street, and identified as Parcel No. 56-01383.000; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 13 – Submitted by Jonathan Holody, Community Development Director

LAND ACQUISITION – VACANT LAND PERRY & MARKET STREETS

Budgetary Information: The negotiated purchase price is \$85,000. The City will also be responsible for paying half of the closing costs. The source of funding is the Real Estate Development Fund.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a purchase agreement with Shirley A. Murray, Trustor for the purchase of real property located on East Market Street and Perry Street, and identified as Parcel Nos. 56-00607.000, 56-000608.000, 56-00609.000, and 56-00610.000; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 14 – Submitted by Jonathan Holody, Community Development Director

ECONOMIC DEVELOPMENT GRANT – SAUCY BREW WORKS

Budgetary Information: The City will be responsible for providing a total of \$47,500 in grant proceeds from the Economic Development Capital Projects Fund on a reimbursable basis. The project will have an ongoing positive impact on the general fund due to increased lodging and property taxes.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and approving a grant in the amount of \$47,500.00 through the Economic Development Fund Program to the Saucy Brew Works Sandusky LLC, in relation to the property located at 215-217 East Water Street; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

CITY MANAGER’S REPORT

OLD BUSINESS

NEW BUSINESS

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

EXECUTIVE SESSION(S)

ADJOURNMENT

Online: www.CityofSandusky.com/Live – Click “Play” 



CITY OF SANDUSKY POLICE DEPARTMENT

222 Meigs Street
Sandusky, Ohio 44870
419.627.5863
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Jared Oliver, Police Chief

Date: April 27, 2022

Subject: Commission Agenda Item – Amending Sections of the Codified Ordinances Referencing Police Fees

ITEM FOR CONSIDERATION: It is requested that the City Commission approve legislation amending Section 303.08 (Impounding Vehicles: Redemption), Sections 747.08 Public Vehicle for Hire Business License Renewal; Transfer) and 747.11 (Public Vehicle for Hire Driver's License; Fee), and Section 955.05 (Storage and Collection of Solid Waste) of the City of Sandusky Codified Ordinances to remove fee amounts and replace with language authorizing the City Manager to establish fee amounts with the approval of the City Commission.

BACKGROUND INFORMATION: The Police Department collects a number of fees that are established by the Police Chief and/or City Manager, some of which the amounts are specified in the City's Codified Ordinances and some of which are not. In order to have the ability to modify fees without the need to amend a Codified Ordinance, the Police Department requests to remove the set amounts in the Ordinances where they are stated and replace with the language in other Ordinances that authorize the City Manager to modify and/or update the fees with the approval of the City Commission.

BUDGETARY INFORMATION: There is no budgetary impact to amending these sections of the Codified Ordinances.

ACTION REQUESTED: It is requested that the City Commission approve legislation amending Section 303.08 (Impounding Vehicles: Redemption), Sections 747.08 Public Vehicle for Hire Business License Renewal; Transfer) and 747.11 (Public Vehicle for Hire Driver's License; Fee), and Section 955.05 (Storage and Collection of Solid Waste) of the City of Sandusky Codified Ordinances relating to Police fees. It is further requested this legislation take immediate effect in full accordance with Section 14 of the City Charter in order to provide uniformity in the Codified Ordinances in regards to Police fees at the earliest opportunity.

Approved:

Jared Oliver, Police Chief

I concur with this recommendation:

Eric Wobser, City Manager

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING PART THREE (TRAFFIC CODE), TITLE ONE (ADMINISTRATION), CHAPTER 303 (ENFORCEMENT, IMPOUNDING AND PENALTY), SECTION 303.08 (IMPOUNDING OF VEHICLES; REDEMPTION), PART SEVEN (BUSINESS REGULATION CODE), CHAPTER 747 (PUBLIC VEHICLE FOR HIRE), SECTIONS 747.08 (PUBLIC VEHICLE FOR HIRE BUSINESS LICENSE RENEWAL; TRANSFER) AND 747.11 (PUBLIC VEHICLE FOR HIRE DRIVER'S LICENSE; FEE), AND PART NINE (STREETS, UTILITIES AND PUBLIC SERVICES CODE), TITLE FIVE (OTHER PUBLIC SERVICES), CHAPTER 955 (SOLID WASTE DISPOSAL), SECTION 955.05 (STORAGE AND COLLECTION OF SOLID WASTE) OF THE CODIFIED ORDINANCES OF THE CITY SANDUSKY, IN THE MANNER AND WAY SPECIFICALLY SET FORTH HEREINBELOW; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Police Department collects a number of fees that established by the Police Chief and/or City Manager, some of which the amounts are specified in the Codified Ordinances and some of which are not and in order to have the ability to modify fees without the need to amend a Codified Ordinance, the Police Department requests to remove the set amounts and replace with language that authorizes the City Manager to modify the fees upon approval of the City Commission; 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 provide uniformity in the Codified Ordinances in regards to Police fees at the earliest opportunity; and

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

NEW LANGUAGE APPEARS IN BOLD PRINT

LANGUAGE TO BE STRICKEN APPEARS WITH A STRIKE THROUGH IT

LANGUAGE TO REMAIN UNCHANGED APPEARS IN REGULAR PRINT

Section 1. Part Three (Traffic Code), Title One (Administration), Chapter 303 (Enforcement, Impounding and Penalty), Section 303.08 (Impounding of Vehicles; Redemption), of the Codified Ordinances of the City is hereby amended as follows:

303.08 IMPOUNDING OF VEHICLES; REDEMPTION.

(a) Impounding; Motor Vehicle Pound.

- (1) Whenever any vehicle is found parked in a space where parking is not permitted, or whenever any vehicle is found parked in violation of the terms of any ordinance or other regulation, or is wrecked or disabled and creates a traffic hazard, the vehicle may be removed and conveyed by any member of the Police Department, or by such other agency as designated by that Department, by means of towing or otherwise, to a vehicle pound designated or authorized by the City Manager.
- (2) Police officers are authorized to provide for the removal of a vehicle when a vehicle has been used in or connected with the commission of procuring, soliciting, prostitution or soliciting drug sales or any felony.
- (3) The City Manager is authorized and empowered to designate any land now owned by the City, suitable for the purpose, as a place where vehicles which have been impounded by the Police Department may be kept, and in the event no land owned by the City is available, may designate privately owned premises as a place where motor vehicles may be impounded.

(b) Private Operators; Towing and Storage. The City Manager shall authorize those owners and operators of towing and storage businesses who are designated to tow and store vehicles as contemplated by the terms of the Traffic Code. The City Manager is further authorized to set reasonable standards for the owners and operators to be designated including adequate liability insurance coverage for the protection of the public, the owner of the vehicle towed and stored, and the City; proper and adequate towing equipment and storage facilities; assurance of response to calls by the Police Department; and the schedule of fees authorized for ordinary and extraordinary service.

(c) Reports and Records. Whenever a vehicle has been impounded as herein provided, a report shall be made to the Chief of Police or officer then in charge, and a record shall be made of the vehicle impounded, any other information relative to the violation of parking for which it was impounded, the name of the owner of the vehicle, the number of his license tags, and the nature and circumstances of the violation.

(d) Redeeming Vehicles; Charges. Whenever a vehicle is impounded, as herein provided, and the owner or his agent or person last in charge of the vehicle appears and gives satisfactory proof of the ownership of the vehicle and right to it, and demands the release of the vehicle, it shall be returned to him upon the payment of an impoundment fee **as set forth by the City Manager and approved by the City Commission** of thirty-five dollars (\$35.00), payment of the costs of towing and storage, and a receipt for the impounded vehicle. Any vehicle not claimed or redeemed within 60 days shall be presumed to be abandoned. (~~Ord. 96-184. Passed 9-23-96.~~)

(e) Municipal Court Appearance in Protest Cases.

- (1) In case protest is made against the payment of any towing or storage fee, the police officer, upon satisfactory evidence of the identity and ownership of the person claiming the impounded vehicle, and upon the furnishing of a bond in an amount as set by rule of the Municipal Court by the owner or driver of the vehicle to the satisfaction of the Clerk of the Municipal Court, conditioned that the owner or driver will appear before the Municipal Court to answer to the violation on account of which the vehicle has been impounded, shall surrender the impounded vehicle to the claimant, and it shall thereupon be the duty of the police officer having knowledge of the facts forthwith to institute the proper proceedings in the Municipal Court charging the owner or driver of the vehicle with the violation of the ordinance of which the vehicle was impounded. If the person charged with the violation is found guilty or bond is forfeited, towing and storage charges shall be added to the court costs and the amount so added shall be paid by the City to the towing operator and storer of the impounded vehicle and payment of scheduled towing and storage fees.
- (2) If the vehicle was impounded because it was wrecked or disabled and created a traffic hazard, but no violation of an ordinance was involved, upon order of the Municipal Court the fees for towing and storage shall be paid directly from the bond. If the person is found not guilty, the City shall pay such fees.

~~(1980 Code 76.30 to 76.34)~~

Section 2. Part Seven (Business Regulation Code), Chapter 747 (Public Vehicle for Hire), Sections 747.08 (Public Vehicle for Hire Business License Renewal; Transfer) and 747.11 (Public Vehicle for Hire Driver's License; Fee), of the Codified Ordinances of the City is hereby amended as follows:

747.08 PUBLIC VEHICLE FOR HIRE BUSINESS LICENSE RENEWAL; TRANSFER.

At the time of the issuance of the public vehicle for hire business license, and annually thereafter on or before December 31, every public vehicle for hire company and public vehicle for hire operator in the City shall pay to the Chief of Police a fee **as set forth by the City Manager and approved by the City Commission** ~~of one hundred dollars (\$100.00)~~. No public vehicle for hire business license shall be sold, assigned, mortgaged or otherwise transferred.
(~~Ord. 08-024. Passed 4-14-08.~~)

747.11 PUBLIC VEHICLE FOR HIRE DRIVER'S LICENSE; FEE.

No person shall drive or operate a public vehicle for hire without first having obtained a public vehicle for hire driver's license from the Chief of Police or

designee. Each public vehicle for hire driver shall pay a license fee **as set forth by the City Manager and approved by the City Commission** ~~of twenty-five dollars (\$25.00)~~ for each year to the Chief of Police or designee. All public vehicle for hire driver's licenses shall expire on December 31 of each year.
(~~Ord. 08-024. Passed 4-14-08.~~)

Section 3. Part Nine (Streets, Utilities and Public Services Code), Title Five (Other Public Services), Chapter 955 (Solid Waste Disposal), Section 955.05 (Storage and Collection of Solid Waste), of the Codified Ordinances of the City is hereby amended as follows:

955.05 STORAGE AND COLLECTION OF SOLID WASTE.

(a) Premise maintenance. No person shall store, place, burn, or dispose on his premises or the premises of another or permit to accumulate on his premises, any solid waste in such a manner whereby it will become a rodent or insect harborage or breeding place, or create a health menace, unsanitary condition, or nuisance.

(b) Registration certificate required for solid waste collection.

- (1) No person shall engage in the business of solid waste collection for compensation, or as a required or voluntary service for others, unless he possesses a valid registration certificate issued by the City Manager.
- (2) The City Manager shall issue registration certificates to collect solid waste only to persons having proper equipment, as required by this section, and personnel for collecting of solid waste, and agreeing to comply with all conditions of issuance or possession of the registration certificate and otherwise complying with the requirements of this section.
- (3) Any person intending to collect solid waste shall make written application for a registration certificate to the City on a form provided by the City Manager. Such application shall contain the name and address of such person, a description of the equipment to be used in the collection of such solid waste, the area where solid waste collections are to be made, and such other information as the City Manager determines will reasonably aid in the administration and enforcement of this section. Applicant shall provide proof that all vehicles used by the applicant for the collection and transportation of solid waste have passed an annual inspection conducted by the Health Commissioner. The inspection shall be arranged by the applicant.
- (4) On approval of such application and the determination that the applicant has the proper equipment in good condition, and personnel to meet the requirements of this section, the City Manager shall issue a registration certificate to the applicant. The City Manager may state on the registration certificate or

by a writing attached to the registration certificate the conditions under which it is issued to insure the proper collection of all solid waste in accordance with this section. The permit fee ~~shall be fifty dollars (\$50.00)~~ per vehicle, payable annually to the City for the purpose of inspection, administration, and enforcement of this section **shall be as set forth by the City Manager and approved by the City Commission**. One half of the permit fee collected shall be paid by the City to the Board of Health.

- (5) The City Manager may revoke or suspend the registration certificate of any person to collect solid waste who has demonstrated inability or unwillingness to comply with this section.
 - (6) Any person whose application for a registration certificate has been denied, suspended, or revoked may make written request for a hearing before the Solid Waste Collection Review Board. The Solid Waste Collection Review Board shall grant such hearing within a reasonable time after request is made therefor.
 - (7) All registration certificates issued under this section shall expire on December 31 of each year.
- (c) Registration certificate required for bulky waste item collection.
- (1) No person shall engage in the business of bulky waste item collection for compensation, or as a required or voluntary service for others, unless he possesses a valid registration certificate issued by the City Manager.
 - (2) The City Manager shall issue registration certificates to collect bulky waste items only to persons having proper equipment, as required by this section, and personnel for collecting of bulky waste items, and agreeing to comply with all conditions of issuance or possession of the registration certificate and otherwise complying with the requirement of this section.
 - (3) Any person intending to collect bulky waste items shall make written application for a registration certificate to the City on a form provided by the City Manager. Such application shall contain the name and address of such person, a description of the equipment to be used in the collection of bulky waste items, the area where bulky waste items collections are to be made and other information as the City Manager determines will reasonably aid in the administration and enforcement of this section. Applicant shall provide proof that all vehicles used by the applicant for the collection and transportation of bulky waste have passed an annual inspection conducted by the Health Commissioner. The inspection shall be arranged by the applicant.
 - (4) On approval of such application and the determination that the applicant has the proper equipment in good condition to meet the requirements of this section, the City Manager shall issue a registration certificate to the applicant which shall expire on December 31 of each year. The City Manager may state on the

registration certificate the conditions under which it is issued to insure the proper collection of all bulky waste items in accordance with this section. The registration fee ~~shall be fifty dollars (\$50.00)~~ per vehicle, payable annually to the City in advance for the purpose of inspection, administration, and enforcement of this section **shall be as set forth by the City Manager and approved by the City Commission.**

- (5) The City Manager may revoke or suspend the registration certificate of any person to collect bulky waste items who has demonstrated inability or unwillingness to comply with this section.
 - (6) Any person whose application for a registration certificate has been denied, suspended, or revoked may make written request for a hearing before the Solid Waste Collection Review Board. The Solid Waste Collection Review Board shall grant such hearing within a reasonable time after request is made therefor.
- d) Collection.
- (1) All vehicles used for the collection and transportation of solid waste, shall be compactor collection vehicles that have enclosed bodies with special mechanical devices for loading the solid waste into the main compartment of the bodies and for compressing and distributing the solid waste within the body. The vehicle body shall be cleaned at sufficient frequency to prevent odor, nuisance, or insect breeding, and shall be maintained in good repair.
 - (2) Any person making application for a registration certificate to collect solid waste shall present his equipment for inspection by the Health Commissioner, or his authorized representative, to determine if applicant is in compliance with subsection (b)(4) and (d)(1) hereof.
 - (3) Any person making application for a registration certificate to collect solid waste shall have equipment to satisfactorily clean all vehicles or containers used in the conduct of his business.
 - (4) The bed of vehicles used for the collection and transportation of bulky waste shall be of durable construction and the end gate at least 24 inches high from the floor of the truck. The sides of the bed shall extend to a minimum height of 5 feet. The maximum height of the vehicle and the ends of the beds allowed is 13 feet 6 inches.
 - (5) Bulky waste items shall be stored in the collection vehicle in such a manner to prevent the spillage or blowing of bulky waste items on City roads and lands.
 - (6) Bulky waste collection vehicles are to be kept in a clean condition that is satisfactory to the Board of Health.
 - (7) All dumpsters used for the storage of solid waste must be of leakproof construction with tight-fitting lids which are to be kept closed. It is the licensed hauler's responsibility to ensure that lids are closed after completion of emptying the dumpsters. It is the proprietor's responsibility to ensure that lids are closed at all other times

- (e) Insurance and identification required for collection vehicles.
 - (1) All vehicles used for the collection and transportation of solid waste and bulky waste shall at all times be in good mechanical and operating conditions and shall be covered by insurance in the amount of ten thousand dollars (\$10,000) per injury and twenty thousand dollars (\$20,000) per accident and ten thousand dollars (\$10,000) for property damage.
 - (2) All vehicles used for the collection and transportation of solid waste or bulky waste shall display in a conspicuous place, on both sides of the vehicle, the name and telephone number of the person registering the vehicle. The lettering shall be a minimum height of 2 inches. (~~Ord. 10-055. Passed 6-28-10.~~)

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: May 9, 2022



CITY OF SANDUSKY POLICE DEPARTMENT

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

TO: Eric Wobser, City Manager
FROM: Jared Oliver, Police Chief
DATE: Friday, April 29, 2022
RE: Commission Agenda Item

ITEM FOR CONSIDERATION: Legislation for the ratification of the submission of grant application to the Office of Criminal Justice Services (OCJS), a division of the Ohio Department of Public Safety, to be used for law enforcement staffing, recruitment and retention and authorizing the City Manager to enter into any grant agreements and accept funds.

BACKGROUND INFORMATION: On April 6, 2022, OCJS notified Ohio Law Enforcement agencies of additional grant funding available to focus on Law Enforcement staffing, recruitment, and retention, all of which have been exacerbated by the COVID-19 pandemic. Applications for this funding had to be submitted by April 25, 2022. Approval to apply was approved from the City Manager due to the time constraints. The information was provided to Commission through the City Managers' report during the April 25th City Commission meeting.

BUDGETARY INFORMATION: There is no budgetary impact. Any monetary award received will be through grant funds from the state of Ohio.

ACTION REQUESTED: It is requested that the proper legislation be prepared for the approval and ratification of the submission of a grant application to the Office of Criminal Justice Services (OCJS) to be used for Law Enforcement staffing, recruitment, and retention. If the grant is awarded, to execute any required agreements and expend funds consistent with the agreement. It is further requested that this be passed in accordance with Section 14 of the City Charter in order to ratify the submission of the grant application that was submitted on April 20th, 2022.

Approved:

I concur with this recommendation:

Jared Oliver, Police Chief

Eric Wobser, City Manager

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AND RATIFYING AN APPLICATION SUBMITTED TO THE OHIO OFFICE OF CRIMINAL JUSTICE SERVICES (OCJS) FOR FUNDING THROUGH THE AMERICAN RESCUE PLAN ACT (ARPA) FOR LAW ENFORCEMENT VIOLENCE REDUCTION & STAFFING GRANT PROGRAM FOR THE SANDUSKY POLICE DEPARTMENT; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Ohio Office of Criminal Justice Services (OCJS) is a division of the Ohio Department of Public Safety and by statute is the lead justice planning and assistance office for the State, administering millions of dollars in State and Federal criminal justice funding every year and the OCJS also evaluates programs and develops technology, training and products for criminal justice professionals and communities; and

WHEREAS, House Bill 169 of the 134th General Assembly appropriated a total of \$175 million to provide grants to support communities that have experienced an increase in violent crime, more difficulty providing services to respond to or mitigate the effects of violence during the COVID-19 pandemic, or both and Governor Mike DeWine designated OCJS to administer this portion of American Rescue Plan Act (ARPA) funding and as such, all funding is subject to ARPA guidelines and the final rule for Coronavirus State & Local Fiscal Recovery Funds; and

WHEREAS, the City Commission authorized the submission of a grant application to the Ohio Office of Criminal Justice Services (OCJS) for the American Rescue Plan Act (ARPA) Law Enforcement Violence Reduction & Staffing Grant by motion at their regularly scheduled meeting on April 25, 2022; and

WHEREAS, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to ratify the grant application submitted to the Ohio Office of Criminal Justice Services (OCJS) for funding through the American Rescue Plan Act (ARPA) Law Enforcement Violence Reduction & Staffing Grant on April 20, 2022, and prior to the deadline of April 25, 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 Police Department, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio, finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Resolution** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter; and NOW, THEREFORE

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

Section 1. This City Commission hereby approves and ratifies the submission of an application to the Ohio Office Of Criminal Justice Services (OCJS) for funding

through the American Rescue Plan Act (ARPA) Law Enforcement Violence Reduction & Staffing Grant Program for the Sandusky Police Department, a copy of which is on file in the Sandusky Police Department, and authorizes and directs the City Manager to execute any grant agreements and lawfully expend funds consistent with the application should they be awarded.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: May 9, 2022



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

TO: Eric Wobser, City Manager

FROM: Debi Eversole, Housing Development Specialist

DATE: April 26, 2022

RE: City Commission Agenda Item

ITEMS FOR CONSIDERATION: Legislation requesting approval to accept five (5) parcels of nonproductive land, situated within the City of Sandusky through the City of Sandusky's Land Reutilization Program for the purpose of facilitating reutilization of the nonproductive land.

BACKGROUND INFORMATION: Pursuant to Ordinance No. 07-026 passed June 11, 2007, the City is conducting a Land Reutilization Program in accordance with the provisions of Chapter 5722 of the Ohio Revised Code to acquire vacant and abandoned tax delinquent property with the future goal of productive reuse of the land. The City's ability to assemble land for reuse and redevelopment is critical to stabilizing and rebuilding Sandusky's neighborhoods and is necessary for neighborhood revitalization. The goal of the City of Sandusky's Land Reutilization Program is to return vacant and abandoned tax delinquent property to productive use that benefits the community. If a property is not producing tax revenues, less money is collected and available for enhancements back into the community. Also because the property is abandoned, it is not maintained and often becomes an illegal dumping ground. The City spends thousands of dollars per year maintaining weeds and nuisance conditions on abandoned properties. By returning the property back to a long-term tax producing status, more revenue is generated and available for community improvements and the City will not have to expend funds to maintain it. All parcels have been deemed necessary and/or beneficial to the Land Reutilization Program efforts and were approved by the Land Bank Committee on April 18, 2022.

- The property at **1939 Third Street, Erie County Parcel #57-02447.000** has a vacant one-story, single-family residential structure on it. The lot size is 40' x 135' and zoned R1-40 – Single Family Residential. The dwelling has 768sq. ft. of living space with two bedrooms and one bathroom. The dwelling is currently condemned and if acquired, will be evaluated for rehabilitation or demolition.
- The two (2) parcels at **1222 Milan Road, Erie County Parcel #57-02088.000 and #57-00215.000** are residential vacant land where a two family structure once stood. The structure was demolished in 2019. Each lot is 132' deep and one is 33' wide, the other 28' wide. Both are zoned R2F – Two Family Residential. If acquired, the lots will be marketed for development.
- The parcel located at **2131 W. Forest Drive, Erie County Parcel #58-01584.000** is a vacant lot that is currently owned by the Erie County Land Reutilization Corporation. The property is zoned RMF - Residential Multi-Family with lot dimensions of approximately 143' x 131'. The Erie County Land Reutilization Corporation acquired the property from a private owner in 2018 in order to utilize their grant NIP grant funding to demolish the dilapidated structure. The Erie County Land Reutilization Corporation

has no further use for the property and has agreed to transfer the property to the City of Sandusky at no cost. If acquired, the property will be evaluated for future development or used for public purpose.

- The parcel located at **Neil and Franklin Streets, Erie County Parcel #57-90078.000** is vacant land that runs beside and behind residential structures. This is former rail property that is in current foreclosure status. The property is surrounded by R1-40 zoning. The parcel is divided into two (2) sections that are split by Reese Street. The approximate lot dimensions of 68' x 420' and 64' x 240'. The City owns property to the north of this parcel and if acquired, this land would be held for public use.

The Land Bank Committee has determined that the acquisition of the five (5) parcels is necessary to protect, improve and preserve the stability of the neighborhoods that they are located in.

BUDGET IMPACT: The cost of these acquisitions will be approximately one hundred five dollars to pay for the preparation of one (1) deed and title transfer fees and will be recouped by the City upon sale of the properties. This expense will be paid out of the Land Bank expense account. The taxing districts will not collect the approximate twelve thousand six hundred dollars (\$12,600.00) owed in delinquent taxes.

ACTION REQUESTED: It is requested legislation be adopted allowing the City Manager to acquire five (5) parcels of land through the City of Sandusky's Land Reutilization Program. It is further requested that the legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter in order to allow the Erie County prosecutor's Office to proceed with the Sheriff's sales and judicial foreclosure process in a timely manner.

Debi Eversole, Housing Development Specialist

I concur with this recommendation:

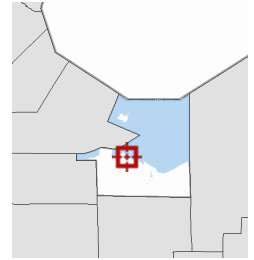
Jonathan Holody, Community Development Director

Eric L. Wobser, City Manager

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



Overview



Legend

- Parcels
- Parcel Dimensions
- Parcel Dimensions (Original)
- Lot Lines
- Lot Line Labels
- Streets
- Addresses
 - <all other values>
 - 0
 - 1

Parcel ID	57-02447.000	Acreage	0.124	Last 2 Sales	Date	Price	Vol/Page
Owner					3/10/2016		
Property Address	1939 THIRD SANDUSKY				5/17/2002		

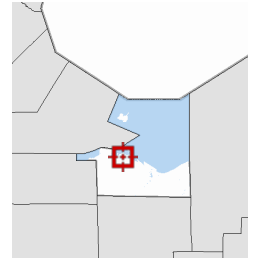
Date created: 4/14/2022
Last Data Uploaded: 4/14/2022 4:38:05 AM
Developed by Schneider
GEOSPATIAL

Condemned Structure - zoned R1-40
City owns the parcels on both sides of the property.
Dimensions: 40' x 135'
Valuation: \$30,830





Overview



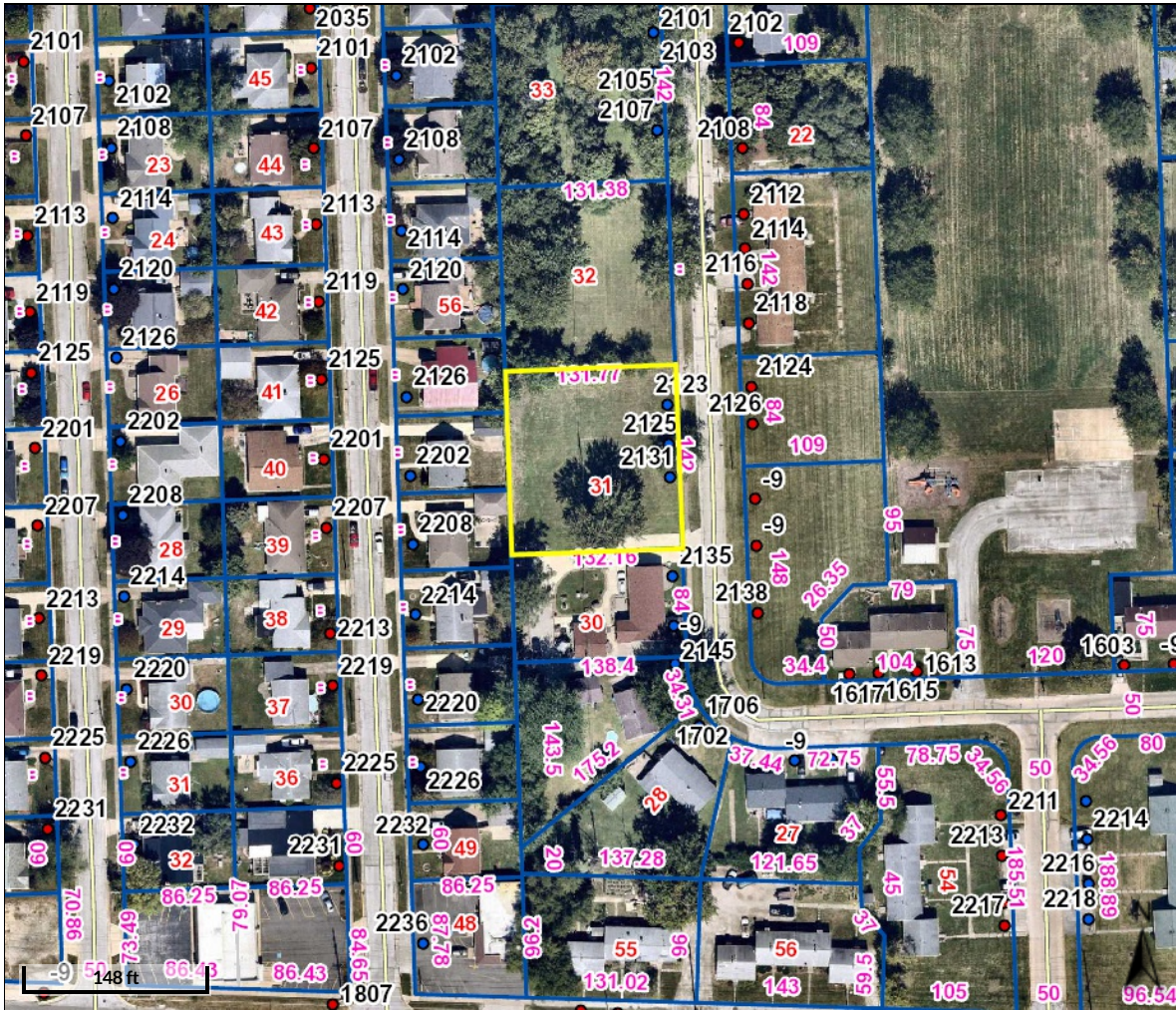
Legend

- Parcels
- Parcel Dimensions
- Parcel Dimensions (Original)
- Lot Lines
- Lot Line Labels
- Streets
- Addresses
 - <all other values>
 - 0
 - 1

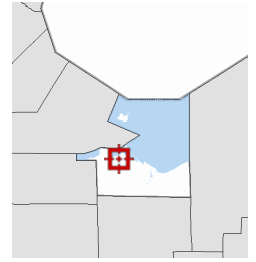
Date created: 4/14/2022
Last Data Uploaded: 4/14/2022 4:38:05 AM

Developed by Schneider
GEOSPATIAL

2019 demolition of a 2 family structure. Both lots zoned R2F
City owns lot next to it. Rental property on the other side.
Dimensions: 33' x 132'
Valuation: \$15,520



Overview



Legend

- Parcels
- Parcel Dimensions
- Parcel Dimensions (Original)
- Lot Lines
- Lot Line Labels
- Streets
- Addresses
 - <all other values>
 - 0
 - 1

Parcel ID	58-01584.000	Acreage	0.4303	Last 2 Sales	Date	Price	Vol/Page
Owner							
Property Address	2131 FOREST SANDUSKY					10/31/2013	

Date created: 4/14/2022
Last Data Uploaded: 4/14/2022 4:38:05 AM

Developed by Schneider
GEOSPATIAL

Residential Vacant Lot - McArthur Park - Currently owned by ECLRC - Zoned RMF
The City of Sandusky owns one side of this. Private owner on the other side. Erie
County has no use for this property.
Dimensions: 142' x 131'
Valuation: \$10,760

[Print](#) | [Back](#)

Erie County GIS



Notes

Parcel #57-90078.000
Owned by: Baltimore & Ohio Railroad
Tax Mailing Address: 500 Water Street
Jacksonville, FL 32202

CERTIFICATE OF FUNDS

In the Matter of: Land Bank Parcels

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

Account #239-5357-53000

By: 

Michelle Reeder

Finance Director

Dated: 5/3/2022

RESOLUTION NO. _____

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

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

WHEREAS, it is requested that the City accept five (5) parcels of nonproductive land situated within the City of Sandusky as further described in attached Exhibit "A", for placement in the Land Reutilization Program Inventory; and

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

WHEREAS, the five (5) parcels requested for acquisition are tax delinquent and/or have been deemed to be necessary and/or beneficial to the Land Reutilization Program efforts and was approved by the Land Bank Committee on April 18, 2022; and

WHEREAS, upon City Commission approval and if acquired, the vacant residential structure located at 1939 Third Street will be evaluated for rehabilitation or demolition; and

WHEREAS, upon City Commission approval and if acquired, the two (2) vacant lots located at 1222 Milan Road will be marketed for future development and the vacant former rail property located between Neil Street and E. Monroe Street that runs beside and behind residential structures will be held for public use; and

WHEREAS, upon City Commission approval, the vacant lot at 2131 Forest Drive will be transferred to the City from the Erie County Land Reutilization Corporation and will be evaluated for future development or used for public purpose; and

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

WHEREAS, the cost of these acquisitions will be approximately \$150.00 and will be recouped by the City upon sale of the properties; and

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

order to allow the Erie County Prosecutor's Office to proceed with the Sheriff's sales and judicial foreclosure process in a timely manner; and

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

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

Section 1. This City Commission hereby approves and accepts for acquisition into the Land Reutilization Program five (5) parcels of nonproductive land situated within the City of Sandusky, as further described in Exhibit "A", a copy of which is attached to this Resolution and specifically incorporated herein.

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

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

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

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

PAGE 3 - RESOLUTION NO. _____

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: May 9, 2022

4.18.22

Parcel	Address	Owner(s)	Del. Taxes	Assessments	P&I*	Total Owed	Yearly Taxes and Assessments
57-02447.000	1939 Third St	Barb Kluding	3,052.06	2,528.32	813.10	6,393.48	2,950.53
Proposed Use:	This is a vacant one-story, single-family residential structure with a lot size of 40' x 135". It has 768sq. ft. of living space with two bedrooms and one bathroom. This property is currently condemned and if acquired, will be evaluated for rehabilitation or demolition						
57-02088.000	1222 Milan Rd	Red Moon Ventures	2,027.76	351.04	417.74	2,796.54	1,707.71
57-00215.000	Vacant Lot next to	Red Moon Ventures	259.64	351.04	48.92	659.6	228.98
Proposed Use:	These are two (2) vacant lots where a two family structure once stood. The structure was demolished in 2019. Each lot is 132' deep and one is 33' wide, the other 28' wide. If acquired, the lots will be marketed for development.						
58-01584.000	2131 W. Forest	Erie County Land Reutilization	0.00	0.00	0.00	0.00	0.00
Proposed Use:	This property was transferred to the ECLRC from the private owner in 2018. The structure was demolished with NIP grant funds. The ECLRC has no use for the property and has agreed to transfer this property to the City for future use						
57-90078.000	Franklin/Neil	CSX Railroad	1,391.38	1,596.70	422.16	3,410.24	229.22
Proposed Use:	This is abandoned rail property. After multiple attempts to purchase the property outright from their real estate team, all offers were declined. Should the property go into foreclosure, the City would like to be prepared to acquire the property into the land bank, should there be no successful bidders. If acquired, the parcel may be used as a public connector trail.						

EXHIBIT "A"



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: April 26, 2022

Subject: Commission Agenda Item – Emergency Purchase & Installation of a New Traveling Water Screen at Big Island Water Works

ITEM FOR CONSIDERATION: Legislation ratifying the emergency purchase and installation of a new traveling water screen at the Big Island Water Works (BIWW) plant.

BACKGROUND INFORMATION: The traveling water screen is approximately forty-five feet long with the screen baskets rotating on a top and bottom sprocket clearing debris which enters the 42" raw water intake pipe from Lake Erie. The screen assembly is located in the Raw Water Screening and Pumping Building and its purpose is to remove debris from lake water entering the water plant and to prevent damage to the existing pumps, valves and other equipment at the facility. It is an essential piece of equipment at the water plant. The screen assembly was installed in 2003 with some repairs completed in 2015.

In late January 2022, Water Plant crews noticed issues with the operation of the traveling water screen, they immediately contacted Evoqua Water Technologies LLC to conduct an extensive inspection. The inspection report showed that the entire assembly is in poor shape and needs to be replaced. A temporary repair cost was given of approximately \$49,880, but there is not a guarantee additional parts would not fail. It was recommended a replacement of the entire traveling water screen assembly be completed and staff concurred with this recommendation. The traveling water screen assembly system needs to be operational and reliable in order to supply water to the citizens of Sandusky. At the April 25th City Commission meeting, approval was given to procure a replacement traveling water screen assembly including installation no to exceed \$240,000.00 with staff bringing formal legislation for approval at a later date.

Water Treatment Plant personnel began contacting specialty contractors for a price to replace the rotating screen, and received the following quotes:

EVOQUA Water Technologies, LLC \$228,865.00
Holland, Michigan

Underwater Screening Services, LLC \$239,150.00
Forty-Fort, Pennsylvania

BUDGETARY INFORMATION: The not to exceed cost for the new Traveling Water Screen including installation is \$228,865.00 and will be paid for with Water Funds.

ACTION REQUESTED: It is recommended that proper legislation be prepared to approve and ratify the emergency purchase and installation for the new Traveling Water Screen from EVOQUA Water Technologies, LLC of Holland, Michigan not to exceed amount of \$228,865.00, and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter to ratify the purchase of the new traveling water screen assembly which has already been ordered and to allow the installation work to begin as soon as possible once the equipment is received.

I concur with this recommendation:

Eric Wobser
City Manager

Aaron M. Klein, PE
Director of Public Works

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

CERTIFICATE OF FUNDS

In the Matter of: Travel Water Screen

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

Account #612-5230-53000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 5/3/2022

ORDINANCE NO. _____

AN ORDINANCE RATIFYING THE EMERGENCY PURCHASE OF A NEW TRAVELING WATER SCREEN AT BIG ISLAND WATER WORKS (BIWW); AUTHORIZING AND DIRECTING THE CITY MANAGER AND/OR FINANCE DIRECTOR TO EXPEND FUNDS FOR THE PURCHASE AND INSTALLATION TO EVOQUA WATER TECHNOLOGIES, LLC OF HOLLAND, MICHIGAN, IN THE AMOUNT OF \$228,865.00; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the existing traveling water screen is an essential piece of equipment at the BIWW Plant and is approximately forty-five feet long with screen baskets rotating on a top and bottom sprocket clearing debris which enters the 42" raw water intake pipe from Lake Erie and its purpose is to remove debris from lake water entering the Water Plant and to prevent damage to the existing pumps, valves and other equipment at the facility; and

WHEREAS, in late January 2022, Water Plant crews noticed issues with the operation of the traveling water screen and immediately contacted Evoqua Water Technologies LLC to conduct an extensive inspection which indicated the entire assembly is in poor shape and needed to be replaced; and

WHEREAS, the traveling water screen, which was installed in 2003 with some repairs completed in 2015, needs to be operational and reliable in order to supply water to the citizens of Sandusky; and

WHEREAS, the City Manager notified the City Commission at their April 25, 2022, regularly scheduled meeting of the emergency situation and a motion was passed approving the emergency purchase of a new traveling water screen at the BIWW Plant; and

WHEREAS, 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, quotes were obtained from two (2) specialty contractors and EVOQUA Water technologies, LLC, of Holland, Michigan, was selected to perform the emergency work; and

WHEREAS, the cost for the purchase and installation of a new traveling water screen is \$228,865.00 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 ratify the emergency purchase, which has already been ordered, and to allow the installation work to begin as soon as possible once the equipment is received; and

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

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

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

Section 1. This City Commission approves and ratifies the emergency purchase of a new traveling water screen at the Big Island Water Works Plant and authorizes and directs the City Manager and/or Finance Director to expend funds for the purchase and installation to EVOQUA Water Technologies, LLC, of Holland, Michigan, at an amount **not to exceed** Two Hundred Twenty Eight Thousand Eight Hundred Sixty Five and 00/100 Dollars (\$228,865.00).

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

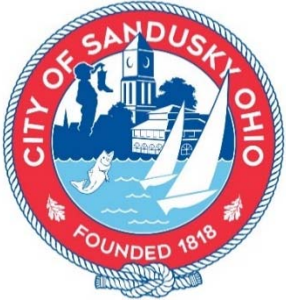
Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: May 9, 2022



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: April 26, 2022
RE: Commission Agenda Item

ITEM FOR CONSIDERATION:

Ohio Rev. Code Section 5705.40 states that any appropriation ordinance or measure may be amended or supplemented, provided that such amendment or supplement shall comply with all provisions of law governing the taxing authority in making an original appropriation and that no appropriation for any purpose shall be reduced below an amount sufficient to cover all unliquidated and outstanding contracts or obligations certified from or against the appropriation. I am submitting amendment #2 to the 2022 General Appropriations.

BUDGETARY INFORMATION:

Appropriation amendments are required to update the 2022 budget. Examples include, but are not limited to:

- General Funds
- Fire Pension Funds
- State Grant Funds

ACTION REQUIRED:

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

I concur with this recommendation:

Eric Wobser
City Manager

Michelle Reeder
Finance Director

ORDINANCE NO. _____

AN ORDINANCE ADOPTING AMENDMENT NO. 2 TO ORDINANCE NO. 22-004 PASSED BY THIS CITY COMMISSION ON JANUARY 10, 2022, MAKING GENERAL APPROPRIATIONS FOR THE FISCAL YEAR 2022; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City Commission made general appropriations for the Fiscal Year 2022 Operating Budget by Ordinance No. 22-004, passed on January 10, 2022; and

WHEREAS, this City Commission adopted Amendment No. 1 to Ordinance No. 22-004 to cover deficiencies or needs which existed in the General, Coronavirus Relief, Street, Water, Sewer, and Capital Projects Funds by Ordinance No. 22-071, passed on April 11, 2022; and

WHEREAS, this Ordinance has been prepared to cover deficiencies or needs which exist in the General, Fire Pension, State Grant, and Cleveland Road Public Improvement Funds; and

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

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

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

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

Section 1. Ordinance No. 22-004 passed by this City Commission on the 10th day of January, 2022, be amended as hereinafter set forth:

DEPARTMENT	PERSONAL SERVICES	OTHER	TOTAL
FIRE DEPT	245,750		245,750
TRANSFER: FIRE PENSION FUND		60,500	60,500
TRANSFER: REAL ESTATE DEV FUND		85,000	85,000
GENERAL FUND TOTAL	245,750	145,500	391,250
 FIRE PENSION FUND	 60,500		 60,500
 STATE GRANT FUNDS		 13,000	 13,000
 REAL ESTATE DEV FUND		 85,000	 85,000

CLEV RD PUBLIC IMPROVEMENT FUND		80,000	80,000
TOTAL ALL FUNDS	306,250	323,500	629,750

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

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: May 9, 2022



ADMINISTRATIVE SERVICES

240 Columbus Ave.
Sandusky, Ohio 44870

To: Eric Wobser, City Manager

From: Cody Browning, IT Manager

Date: April 26th, 2022

Subject: **Commission Agenda Item – Big Island Video Surveillance**

ITEM FOR CONSIDERATION: Requesting legislation authorizing the City Manager to purchase product and services from Johnson Control, Inc. of Cleveland, OH, to install video surveillance in and around Big Island.

BACKGROUND INFORMATION: Big Island is in need of upgraded video surveillance. The city has a security standard that all new implementations follow, bringing online insight into all video and door activity that is 24/7/365. Having this level of insight not only gives simple and easy access to any event, but also doubles as an additional set of eyes for our Police Department during any incident.

This project will install high-definition cameras on the exterior of the building giving a 360-degree surveillance view. These cameras will feed into our centralized city control center, allowing for active alerting and live viewing of activity as it happens.

The video surveillance will be purchased and installed through the Sourcewell Cooperative Purchasing Program, Contract 070121-JHN, from Johnson Control, Inc. of Cleveland, Ohio, who was selected through a formal competitive bidding process. The City's Sourcewell member ID is 68351.

BUDGETARY INFORMATION: The total cost of this project will be \$25,442.00 will be paid from the Water Fund - Supplies/Materials.

ACTION REQUESTED: It is recommended that the proper legislation be prepared authorizing the City Manager to purchase product and services from Johnson Control, Inc. of Cleveland, OH, to install video surveillance in and around Big Island. It is requested that this legislation take effect in full accordance with Section 14 of the City Charter, to complete the project in a timely manner and order product that carries a long lead time due to electronic shortages.

I concur with this recommendation:

Eric Wobser, City Manager

Cody Browning, IT Manager

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

Johnson Control, Inc.
Security and Fire Division
Cleveland Office
9797 Midwest Ave.
Cleveland OH 44125

Date: 05 April 2022

Customer: City of Sandusky
238 Columbus Ave. Sandusky OH

Project Description: Big Island Video System REV 2

General Scope of Work

Johnson Controls will provide installation, technical labor, and below materials to install (7) cameras at the Big Island water intake as shown in Exhibit A.

City to provide (7) POE+ ports and IP addresses and connection to city Senstar server.



INGENUITY WELCOME.COM

MATERIALS AND LABOR

LINE	ITEM	QUANTITY	COST	EXTENDED
1	SIKLU RADIO SYSTEM	1	\$ 1,984.00	\$ 1,984.00
2	AXIS Q1798-LE CAMERA	3	\$ 1,750.00	\$ 5,250.00
3	AXIS Q3819-PVE CAMERA	2	\$ 1,944.00	\$ 3,888.00
4	AXIS P3719-PLC CAMERA	1	\$ 1,555.00	\$ 1,555.00
5	AXIS P3227-LVE CAMERA	1	\$ 874.00	\$ 874.00
6	T94N01D PENDANT	1	\$ 87.00	\$ 87.00
7	T91D61 MOUNT	1	\$ 82.00	\$ 82.00
8	T91G61 MOUNT	2	\$ 194.00	\$ 388.00
9	TQ3101-E PENDANT	2	\$ 96.00	\$ 192.00
10	MRJPOE SURGE PROTECTOR	7	\$ 63.00	\$ 441.00
11	AIM-SYM7-S CAMERA LICENSE	7	\$ 122.00	\$ 854.00
12	AIM-SYM7-S-MS 1 YEAR SUPPORT	7	\$ 25.00	\$ 175.00
13	SUBCONTRACTOR LABOR AND MATERIALS TO INCLUDE ALL CABLE, CONNECTORS, BACKBOXES, SHOP SUPPLIES	1	\$ 7,722.00	\$ 7,722.00
14	JCI TECHNICAL LABOR AND PROJECT MANAGEMENT	1	\$ 1,950.00	\$ 1,950.00
15	TOTAL			\$ 25,442.00

Project Pricing

Cost including parts, installation, and technical labor:

Total: \$25,442.00

Exceptions and Clarifications

- 1) All work performed Monday – Friday 08:00 to 17:00
- 2) All computers by Customer
- 3) All devices will communicate on Customer network
- 4) Painting and patching by others
- 5) Does not include software/firmware upgrade to existing equipment that is being interfaced to
- 6) Customer must provide all passwords and software to existing equipment
- 7) Additional testing of existing devices not included
- 8) Warranty is limited to new, installed equipment only
- 9) Permits and inspections excluded
- 10) Work in areas with Asbestos are excluded
- 11) All new equipment shall be covered under warranty for one year from beneficial use

Delays, Costs and Extensions of Time.

JCI's time for performance of the Work shall be extended for such reasonable time as JCI is delayed due to causes reasonably beyond JCI's control, whether such causes are foreseeable or unforeseeable, including pandemics such as coronavirus (provisionally named SARS-CoV-2, with its disease being named COVID-19) including, without limitation, labor, parts or equipment shortages. To the extent JCI or its subcontractors expend additional time or costs related to conditions or events set forth in this provision, including without limitation, expedited shipping, hazard pay associated with site conditions, additional PPE requirements, additional time associated with complying with social distancing or hygiene requirements, or additional access restrictions, the Contract Sum shall be equitably adjusted.

Sincerely,



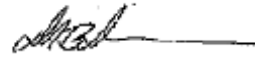
David B. DiRocco
Account Executive
Greater Midwest Strategic Security Team
P: 330-324-4882
David.Dirocco@jci.com

Project Payment Terms

This proposal and alternates listed below are hereby accepted and Johnson Controls is authorized to proceed with work; subject, however to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin.

**VALID ONLY FOR 30 DAYS
FROM PROPOSAL DATE.**

Company:	_____
Name:	_____
Signature:	_____
Date:	_____

Company:	Johnson Controls, Inc.
Name:	David DiRocco
Signature:	
Date:	05 April 2022

TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

- 1. SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. "In-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Johnson Controls, Inc. (hereinafter referred to as JCI), shall be distributed and installed by others under JCI's supervision but at no additional cost to JCI. Purchaser agrees to provide JCI with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. JCI agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge JCI for any costs or expenses without JCI's written consent unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement. JCI's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment Hazards or dangerous substances, to include but not be limited to asbestos or PCSs, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to Hazards without JCI's express written consent.
- 2. INVOICING & PAYMENTS.** JCI may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Ten percent (10%) of the contract price is for engineering, drafting and other mobilization costs incurred prior to installation. This 10% shall be included in JCI's initial invoice. Purchaser agrees to pay JCI the amount invoiced upon receipt of the invoice. Waivers of lien will be furnished upon request as the work progresses to the extent payments are received. If JCI's invoice is not paid within 30 days of its issuance, it is delinquent. Invoicing disputes must be identified in writing within 21 days of the date of invoice. Payments of any disputed amounts are due and payable upon resolution. All other amounts remain due within 30 days. In the event of Purchaser's default, the balance of any outstanding amounts will be immediately due and payable. Payment is a condition precedent to JCI's obligation to perform under the agreement. Failure to make payments when due will give JCI, without prejudice to any other right or remedy, the right to: (i) to stop performing, withhold deliveries of equipment and other materials, terminate or suspend any unpaid software licenses and/or terminate this agreement; and (ii) charge Purchaser interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full.

3. **MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of JCI, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, JCI shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore. Prices for materials, labor, and equipment covered by this contract may be adjusted by JCI, upon notice to Purchaser at any time, to reflect any increase in JCI's cost of raw materials (e.g., steel, aluminum) incurred by JCI.

4. **WARRANTY.** JCI warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of ninety (90) days from delivery of said equipment, or if installed by JCI, for a period of ninety (90) days from installation. JCI warrants that for equipment furnished and/or installed but not manufactured by JCI, JCI will extend the same warranty terms and conditions which JCI receives from the manufacturer of said equipment. For equipment installed by JCI, if Purchaser provides written notice to JCI of any such defect within thirty (30) days after the appearance or discovery of such defect, JCI shall, at its option, repair or replace the defective equipment. For equipment not installed by JCI, if Purchaser returns the defective equipment to JCI within thirty (30) days after appearance or discovery of such defect, JCI shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by JCI shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. JCI makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity.

5. **LIABILITY.** To the maximum extent permitted by law, in no event shall JCI and its affiliates and their respective personnel, suppliers and vendors ("JCI Parties") be liable to Purchaser or any third party under any cause of action or theory of liability even if advised of the possibility of such damages, for any: (a) special, incidental, indirect, punitive or consequential damages; (b) loss of business, use, profits, revenues, customer opportunities, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement. In any case, the entire aggregate liability of the JCI Parties under this agreement for all damages, losses, causes of action, whether in contract, tort (including negligence), or otherwise, shall be limited to the amount actually received by JCI for the performance of its obligations hereunder.

6. **TAXES/TARIFFS.** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. In addition to the stated price, purchaser shall pay all taxes not legally required to be paid by JCI or, alternatively, shall provide JCI with acceptable tax exemption certificates. JCI shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work. Pricing for products and parts covered by this proposal does not include any amounts for changes in tariffs or other similar charges imposed and/or enacted by a government. At any time prior to shipment, JCI shall be entitled to an increase in time and money for any costs that it incurs directly or indirectly that arise out of or relate to changes in tariffs or similar charges due to such changes.

7. **DELAYS.** JCI shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond JCI's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner or other Contractors or delays caused by suppliers or subcontractors of JCI, etc.

8. **COMPLIANCE WITH LAWS.** JCI shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.

9. **DISPUTES.** All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.

10. **INSURANCE.** Insurance coverage in excess of JCI's standard limits will be furnished when requested and required. No credit will be given or premium paid by JCI for insurance afforded by others.

11. **INDEMNITY.** To the extent allowed by law, the Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.

12. **OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.

13. **ONE-YEAR CLAIMS LIMITATION.** No claim or cause of action, whether known or unknown, shall be brought against JCI more than one year after the claim first arose. Except as provided for herein, JCI's claims must also be brought within one year. Claims not subject to the one-year limitation include claims for unpaid: (a) contract amounts, (b) change order amounts (approved or requested) and (c) delays and/or work inefficiencies.

14. **PURCHASER RESPONSIBILITIES.** Purchaser is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply JCI secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Purchaser and/or end user against unauthorized access. Purchaser is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

15. **FORCE MAJEURE.** JCI shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by JCI to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of JCI, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses

thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of JCI. If JCI's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, JCI shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if JCI is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, JCI will be entitled to extend the relevant completion date by the amount of time that JCI was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases JCI's cost to perform the services, Customer is obligated to reimburse JCI for such increased costs, including, without limitation, costs incurred by JCI for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by JCI in connection with the Force Majeure Event.

16. **SOFTWARE AND DIGITAL SERVICES.** Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, JCI's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JCI and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the

Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

17. ENTIRE AGREEMENT. This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.

18. CHANGES. No change or modification of any of the terms and conditions stated herein shall be binding upon Johnson unless accepted by Johnson in writing.

Exhibit A



CERTIFICATE OF FUNDS

In the Matter of: BIWW Video Surveillance

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

Account #612-5230-54000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 4/13/2022

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXPEND FUNDS FOR THE PURCHASE AND INSTALLATION OF VIDEO SURVEILLANCE AT THE BIG ISLAND WATER WORKS PLANT FROM JOHNSON CONTROL, INC. OF CLEVELAND, OHIO, THROUGH THE SOURCEWELL COOPERATIVE PURCHASING PROGRAM; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Big Island Water Works Plant is in need of upgraded video surveillance and City security standards require all new implementation have online insight into all video and door activity that is 24/7/365; and

WHEREAS, the installation of this new security controls and video surveillance equipment involves placement of high-definition cameras on the exterior of the building giving a 360-degree surveillance and will feed into the City's centralized control center allowing for active alerting and live viewing; and

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

WHEREAS, the City as a member of the Sourcewell Cooperative Purchasing Program (Member ID 68351) desires to purchase security controls and video surveillance that has been competitively bid and made available through the membership from Johnson Control, Inc. of Cleveland, Ohio; and

WHEREAS, the total cost for the purchase and installation of the video surveillance is \$25,442.00 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 to expedite the order to allow for product lead times due to electronic shortages and to provide enhanced security at the Big Island Water Works Plant at the earliest opportunity; and

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

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

Section 1. The City Manager is authorized and directed to expend funds for the purchase and installation of video surveillance at the Big Island Water Works Plant from Johnson Control, Inc. of Cleveland, Ohio, through the Sourcewell Cooperative Purchasing Program, contract 070121-JHN, at an amount **not to exceed** Twenty Five Thousand Four Hundred Forty Two and 00/100 Dollars (\$25,442.00).

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST:

CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: May 9, 2022



DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Scott Kromer, Streets & Utilities Superintendent

Date: 4/28/2022

Subject: **Commission Agenda Item – Permission to Modify the Cemetery Pricing Structure**

ITEM FOR CONSIDERATION: Legislation to add charges for Additional Rights of Interment to the pricing structure for Oakland Cemetery & Memorial Park.

BACKGROUND INFORMATION: The Interment Rights, or Burial Rights, for a grave or plot give the Deed Holder the right to determine who can be buried in the grave. Interment Rights also include the right to erect a memorial subject to the cemetery bylaws and regulations. The land remains the property of the City. The Second Rights of Interment or Additional Right of Burial is very common for burying cremated remains in the same space where a full burial has occurred, or up to three (3) cremated remains. Because the original purchase is for just one (1) interment right, to do additional burial of ashes in the same space requires a second or third interment right.

At the Oakland Cemetery Board meeting on April 27, 2022, City staff recommended that a charge of \$250.00 for Additional Rights of Interment be added to the pricing structure at Oakland Cemetery & Memorial Park, which would recover some time and materials for staff to perform this additional task. The charge would align Oakland Cemetery's pricing structure with other local cemeteries based on research and conversations. After discussion between board members and staff, a motion was presented and passed by the Cemetery Board. The additional charge is in accordance with Chapter 151 (Cemetery Board) of the City of Sandusky Codified Ordinances and the Rules and Regulations of the Oakland Cemetery and Memorial Park. Other miscellaneous fees were removed that no longer apply.

BUDGETARY INFORMATION: The revenue that is generated by the increase will be deposited into the General Fund and applicable endowments.

ACTION REQUESTED: It is recommended that proper legislation be approved to add charges for Additional Rights of Interment to the pricing structure for Oakland Cemetery & Memorial Park and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter to allow cemetery staff to issue this charge effective June 1, 2022.

I concur with this recommendation:

Eric Wobser, City Manager

Aaron Klein, P.E., Director

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

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE NEW FEE SCHEDULE AS RECOMMENDED BY THE CEMETERY BOARD FOR THE OAKLAND CEMETERY AND MEMORIAL PARK RULES AND REGULATIONS; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, pursuant to Chapter 151 of the Codified Ordinances and the Rules and Regulations of the Oakland Cemetery and Memorial Park, the Cemetery Board is authorized to establish, increase, and decrease fees, prices and charges, subject to approval by the City Commission; and

WHEREAS, the Interment Rights, or Burial Rights, for a grave or plot give the Deed Holder the right to determine who can be buried in the grave and the right to erect a memorial subject to the cemetery bylaws and regulations and the Second Rights of Interment or Additional Right of Burial is very common for burying cremated remains in the same space where a full burial has occurred, or up to three (3) cremated remains and because the original purchase is for just one (1) interment right, to do additional burial of ashes in the same space requires a second or third interment right; and

WHEREAS, City Staff recommended that a charge of \$250.00 for Additional rights of Interment be added to the pricing structure to recover some time and materials for Staff to perform this additional task and this additional charge was approved and recommended by the Cemetery Board at their meeting on April 27, 2022, and if approved, will become effective on June 1, 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 approve the additional charge and allow the new fee schedule to be effective on June 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 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. Pursuant to Chapter 151 of the Codified Ordinances and the Oakland Cemetery and Memorial Park Rules and Regulations this City Commission approves the proposed fee schedule as recommended by the Cemetery Board to become effective on June 1, 2022, a copy of which is marked Exhibit "A" attached

to this Ordinance and is specifically incorporated as if fully rewritten herein, and shall be available for inspection at the Cemetery Office.

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: May 9, 2022



Oakland Cemetery & Memorial Park

Price List

CEMETERY SPACES

Oakland Cemetery has been the official burial ground for the City of Sandusky since 1880 and is the final resting place for almost all of the pioneer residents and many who have contributed to Sandusky's rich history. Plots are available for conventional in-ground burial or above-ground entombment.

Plots	Resident	Non-Resident	Flat Fee	Interment Fees	Amount	Double Depth
Upright Lot	\$510.00	\$630.00		Adult (5' - 8')	\$600.00	\$655.00
Flush Lot	\$450.00	\$570.00		Youth (3' - 5')	\$450.00	\$480.00
Veteran Plot	\$435.00	\$465.00		Infant (Under 3')	\$240.00	\$460.00
Urn Garden	\$180.00	\$215.00		Cremation	\$300.00	
Infant Plot	\$180.00	\$215.00		Inurnment	\$240.00	
Cremation Boulder - half			\$1,090.00	Entombment	\$480.00	
Cremation Boulder - full			\$2,330.00	Oversized Plot <i>Over 8' long or 40" wide</i>	\$660.00	

THE CHAPEL

The Chapel is available for funeral services. The Chapel offers columbaria niches for placement of the final remains from cremation. Single and double niche spaces are available. Single spaces accommodate one large urn while double spaces accommodate up to two large urns.

Chapel Niches	Resident	Non-Resident	Service Fee	Amount
Single	\$480.00	\$720.00	Inurnment	\$240.00
Double	\$920.00	\$1,380.00	One Time Use	\$100.00
Inscription*	Available upon request			

*There is an additional fee for inscription, based on market price, that must be paid at the time of inurnment.

GARDEN MAUSOLEUM & COLUMBARIUM

Oakland Cemetery offers above-ground entombment, as well as niches in the Garden Mausoleum & Columbarium. Its unique open air construction and use of native sandstone and marble create a beautiful blend of modern function and old world aesthetic.

Single Units: Single crypts are the most common type of crypt. Single crypts contain the remains of one person in a casket.

Double Units: Companion crypts are designed for two people, but only take the space of a single crypt. The caskets are lined up "end-to-end" and a single marker is shared.

Niches: A space for placement of final remains from cremation.

	Resident	Non-Resident	Service Fee	Amount
Single*	\$2,000.00	\$3,000.00	Inurnment	\$240.00
Double*	\$3,050.00	\$4,550.00	Entombment	\$480.00
Niche*	\$425.00	\$610.00		

*Inscription fees are included.

Oakland Cemetery & Memorial Park
2917 Milan Road
Sandusky, OH 44870
419.617.5842
www.CityofSandusky.com



Oakland Cemetery & Memorial Park

Price List

FOUR SEASONS/COLUMBARIUM

Double niches are available for placement of the final remains from cremation.

Resident	Non-Resident	Service Fee	Amount
\$1,400.00	\$1,600.00	Inurnment	\$240.00

RIDGEVIEW COLUMBARIA

Single and double niches are available for placement of the final remains from cremation. A standard cremains container will be required for all double niches and must be approved by cemetery staff prior to inurnment.

	Resident	Non-Resident
Single	\$1,000.00	\$1,200.00
Double	\$1,400.00	\$1,600.00

ADDITIONAL RIGHTS OF INTERMENT

All additional rights of interment are a flat fee of \$250.00.

MISCELLANEOUS FEES

Special Hours - Cemetery

Saturday 10 am - 3 pm	\$440.00
Sunday & Holidays 9 am - 3 pm	\$545.00
Additional Fee after 3 pm	\$180.00

Special Hours - Mausoleum

Saturday, Sunday & Holidays 9 am - 3 pm	\$545.00
Additional Fee after 3 pm	\$180.00

Other

Deed Transfer	\$30.00
Straighten Stone	\$30.00

Foundations

by square inch

Veterans Only <i>up to 480 sq. in.</i>	\$165.00
Up to 150 sq. in.	\$165.00
151 to 600 sq. in.	\$250.00
601 to 1100 sq. in.	\$300.00

1101 to 1500 sq. in.	\$400.00
1501 to 2000 sq. in.	\$500.00
2000 sq. in. and up	Call for pricing

Disinterment

Adult/Youth	\$1,080.00
Infant/Cremation	\$655.00

Memorial Benches & Memorial Trees For more information and current pricing, please contact 419.627.5842.

Oakland Cemetery & Memorial Park
2917 Milan Road
Sandusky, OH 44870
419.617.5842
www.CityofSandusky.com

Price List Effective June 1, 2022



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: April 27, 2022

Subject: **Commission Agenda Item –Award a contract to Toledo Caisson Corp. of Ottawa Lake, Michigan for the Pelee Islander Stop Piles project**

ITEM FOR CONSIDERATION: Legislation awarding a contract to Toledo Caisson Corporation of Ottawa Lake, Michigan for the Pelee Islander Stop Piles project.

BACKGROUND INFORMATION: Owen Sound Transportation Company (OSTC) is operating under a lease signed on March 15, 2022 and has made the required initial payment for year 1. However, operations only include pedestrians because there is fear that vehicles can not safely board the Pelee Islander without installation of infrastructure to secure the vessel. This test fit of the Pelee Islander in late 2021 yielded a design that included two stop piles to be drilled into the bedrock in the slip and one bumper that will be delivered by the operator but installed by the City's contractor. Since MTO does not have authority to construct projects outside their borders, the City must take the lead.

The following bids were received on Thursday, April 21, 2022 at a formal bid opening:

Toledo Caisson Corp.	\$172,000.00	Base Bid
Ottawa Lake, MI	\$6,000.00	Add Alternate 1
	(\$15,000.00)	Add Alternate 2
	(\$35,000.00)	Add Alternate 3
	<i>100% Bid Bond</i>	
 Holcomb Enterprises	 \$175,924.00	 Base Bid
Port Clinton, OH	\$30,000.00	Add Alternate 1
	\$66,800.00	Add Alternate 2
	\$47,000.00	Add Alternate 3
	<i>100% Bid Bond</i>	

Three alternatives were bid for stop pile diameters of a 24-inches, 18-inches, and 14-inches. OSTC has requested Add Alternate #2 for two 18-inch stop piles which will bring the cost borne by OSTC to \$157,000. In addition, the City would like to remove three existing wood stop piles that are remnants of old infrastructure. Since this work would not be needed to accommodate the Pelee Islander and is more of an aesthetic item, the City would bear the cost of Add Alternate #1 of \$6,000 for this additional work.

Work shall be completed on or before August 30, 2022.

BUDGETARY INFORMATION: The total project construction cost is \$163,000 split accordingly:

Owen Sound Transportation Company	\$157,000
City of Sandusky, Capital Funds	\$6,000

The City will pay the total project cost with Capital Funds, but OSTC will reimburse the City for all expenses needed to safely operate the Pelee Islander, which would be \$157,000 of this contract.

ACTION REQUESTED: It is recommended that proper legislation be prepared authorizing a contract to Toledo Caisson Corp of Ottawa Lake, Michigan for the Pelee Islander Stop Piles project 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 vehicular service to resume as quickly as possible for users of the vessel and to ensure reimbursement of funds within the City's same fiscal year.

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: Stop Pile Project

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

Account #431-6860-55990

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 5/3/2022

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH TOLEDO CAISSON CORP. OF OTTAWA LAKE, MICHIGAN, FOR THE PELEE ISLANDER STOP PILES PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City Commission approved a Lease Agreement with Owen Sound Transportation Company, Limited, for the utilization of dockage space at the Jackson Street Pier by Ordinance No. 20-126, passed on August 24, 2020, and approved an amended Lease Agreement by Ordinance No. 22-046, passed on March 14, 2022; and

WHEREAS, a few years ago when the City embarked on reconstruction of the Jackson Street Pier, the Pier was constructed to accommodate the *Jiimaan*, a larger end-loading vessel, instead of the *Pelee Islander*, a smaller side-loading vessel, and several months into the design-build project, a decision was made by the Ministry of Transportation of Ontario (MTO) to keep the *Pelee Islander* assigned to the international ferry service out of Sandusky; and

WHEREAS, the Pelee Islander Stop Piles Project involves modifications to accommodate the *Pelee Islander* with loading and unloading of passengers and vehicles that includes two (2) stop piles that will be drilled into the bedrock in the slip and the installation of one (1) bumper, supplied by Owen Sound Transportation Company, and installed by the City's contractor; and

WHEREAS, this City Commission declared the necessity for the City to proceed with the Pelee Islander Stop Piles Project by Resolution No. 021-22R, passed on March 28, 2022; and

WHEREAS, upon public competitive bidding as required by law two (2) appropriate bids were received and the bid from Toledo Caisson Corp. of Ottawa Lake, Michigan, was determined to be the lowest and best bid; and

WHEREAS, the total construction cost of the project is \$163,000.00, which includes Alternate Bids 1 & 2, and will be paid with Capital Funds, of which \$157,000.00 will be reimbursed from Owen Sound Transportation Company pursuant to the Lease Agreement; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to allow for vehicular service to resume on the *Pelee Islander* as quickly as possible and to ensure reimbursement of funds within the City's same fiscal year; 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 Toledo Caisson Corp. of Ottawa Lake, Michigan, for the Pelee Islander Stop Piles Project in an amount **not to exceed** One Hundred Sixty Three Thousand and 00/100 Dollars (\$163,000.00) consistent with the bid submitted by Toledo Caisson Corp. of Ottawa Lake, Michigan, 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.

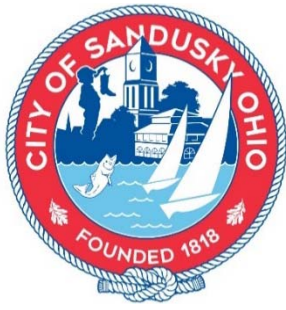
Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted 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: May 9, 2022



DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Joshua R. Snyder, P.E.

Date: April 27, 2022

Subject: Commission Agenda Item – Permission to Bid the 2022 Community Development Block Grant (CDBG) E. Water St. Public Parking Lot Improvement Project

ITEM FOR CONSIDERATION: Requesting legislation authorizing the City to accept bids for the 2022 CDBG E. Water St. Public Parking Lot Improvement Project.

BACKGROUND INFORMATION: This .626 acre public parking lot lies between Columbus Ave. and Wayne Street, just South of, and accessible from Water Street. It is commonly referred as the long-standing abutting business “Daly’s” lot. The poor condition of this lot requires repairs beyond typical maintenance. It is the worst condition paved parking lot the City is responsible for. Currently this lot is home to 51 public parking spaces and is only accessible from East Water Street. The proposed plan of work and layout features:

- Varying degrees of pavement work is necessary. In general, a thin asphalt overlay is to be utilized in the replacement of the surface of these segments. In particular, portions needing more than just surface work will receive additional “milling” and possibly excavation to address structural problem areas in the pavement.
- Slightly re-configuring the layout to gain 6 parking spaces for a total of 57.
- Provide concrete aprons for the recently installed dumpster pads. This addition safeguards the pavement from trash trucks front wheel loads.
- Addition of curbed and raised concrete “islands”, to “frame” and organize the parking spaces, they will host planters that will be filled with plantings to soften up the paved area.
- Addition of a 3rd access point onto E. Water, making ingress and egress easier, also assisting on maximizing the parking spaces within the area given.

The City needs to bid out the concrete portion of work, as it is estimated to exceed \$10,000. Beyond the concrete work, the City needs to have a subcontractor mill the existing pavement surface and lastly City staff will perform the asphalt paving work and striping. Attached exhibit “A” is an overall plan of work for the site.

BUDGETARY INFORMATION: The estimated cost of the project including engineering, inspection, advertising, construction, material and miscellaneous costs, is \$96,419.15 paid solely with federal Community Development Block Grant Funds. The concrete Portion to be bid out is estimated at \$37,154.00. The remaining amount covers the pavement milling, asphalt materials and landscaping.

ACTION REQUESTED: It is recommended that the proper legislation be approved accepting bids for the 2022 CDBG Public Parking Lot Improvement Project under suspension of the rules and in accordance with Section 14 of the City Charter in order to award the project early as possible in the 2022 State Fiscal year which begins July 1st. Bidding the project early in the State Fiscal year aims to allow enough time for all work to be complete in the 2022 calendar year.

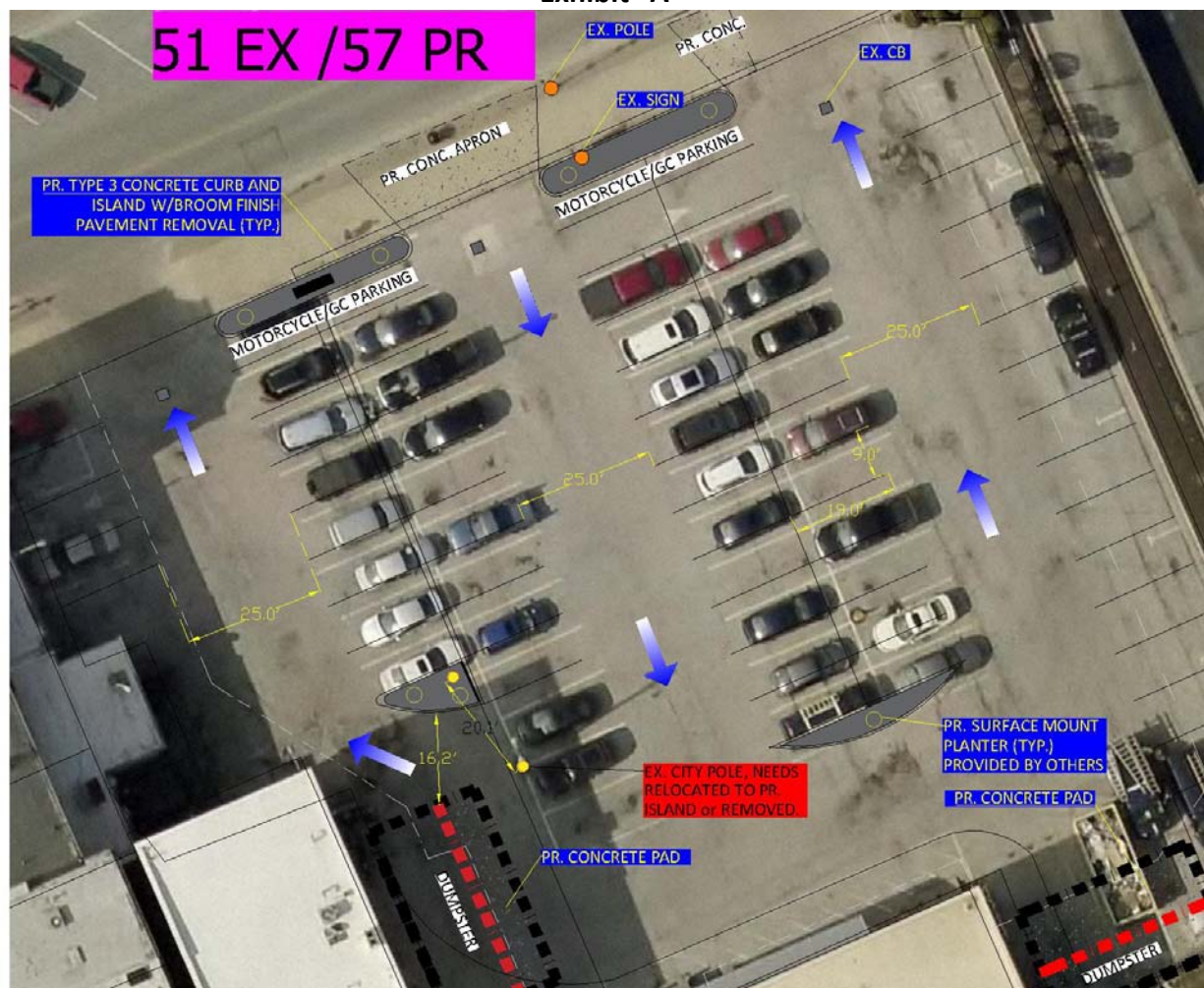
I concur with this recommendation:

Eric Wobser, City Manager

Aaron Klein, P.E., Director

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

Exhibit "A"



RESOLUTION NO. _____

A RESOLUTION DECLARING THE NECESSITY FOR THE CITY TO PROCEED WITH THE PROPOSED 2022 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) E. WATER STREET PUBLIC PARKING LOT IMPROVEMENT PROJECT; APPROVING THE SPECIFICATIONS AND ENGINEER'S ESTIMATE OF COST THEREOF; AND DIRECTING THE CITY MANAGER TO ADVERTISE FOR AND RECEIVE BIDS IN RELATION THERETO; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City's public parking lot that lies between Columbus Avenue and Wayne Street, just South of, and accessible from Water Street, commonly referred as the long-standing abutting business "Daly's" lot and consisting of .626 acre and fifty-one (51) public parking spaces, is in poor condition requiring repairs beyond typical maintenance; and

WHEREAS, the proposed 2022 Community Development Block Grant (CDBG) E. Water Street Public Parking Lot Improvement Project involves varying degrees of pavement work, slightly re-configuring the layout to gain six (6) additional parking spaces, concrete aprons for the recently installed dumpster pads, addition of curbed and raised concrete "islands" that will host planters, and addition of a third (3rd) access point onto E. Water Street, making ingress and egress easier; and

WHEREAS, the City will bid out the concrete portion of the work, estimated to exceed \$10,000.00, subcontract the milling of the existing pavement surface, and have City crews perform the asphalt paving work and striping; and

WHEREAS, the total estimated cost for this project including engineering, inspection, advertising, construction, material, and miscellaneous expenses is \$96,419.15 which will be paid with Community Development Block Grant (CDBG) Funds; the concrete portion of the project is estimated at \$37,154.00 with the remaining costs to provide for the pavement milling, asphalt materials and landscaping; and

WHEREAS, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to award the project as early as possible in the 2022 State Fiscal year, which begins July 1st, to allow sufficient time for all the work to be completed in the 2022 calendar year; and

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

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

Section 1. The specifications and estimates of cost as prepared by the Director of Public Works and submitted to this City Commission, and which are now on file in the offices of the Director of Public Works and the Clerk of the City Commission, for the proposed 2022 Community Development Block Grant (CDBG) E. Water Street Public Parking Lot Improvement Project, be and the same hereby are approved by this City Commission.

Section 2. This City Commission hereby declares it necessary to proceed with the proposed 2022 Community Development Block Grant (CDBG) E. Water Street Public Parking Lot Improvement Project at the earliest possible time.

Section 3. The City Manager is authorized and directed to advertise for and to receive bids in relation to the proposed 2022 Community Development Block Grant (CDBG) E. Water Street Public Parking Lot Improvement Project as required by law.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: May 9, 2022



DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Joshua R. Snyder, P.E.

Date: April 27, 2022

Subject: **Commission Agenda Item – Permission to Bid the 2022 Community Development Block Grant (CDBG) Street Rehabilitation Project**

ITEM FOR CONSIDERATION: Requesting legislation authorizing the City to accept bids for the 2021 CDBG Street Rehabilitation Project.

BACKGROUND INFORMATION: Most of the complaints received by the Public Works Department are in regards to the condition of the streets. This project addresses 10 of the worst “qualifying” asphalt street sections in the City, based on staff observations and feedback, complaints received, other planned work and the independent TransMap survey data compiled in 2015. Staff has extrapolated this data to late 2021, only removing street segments that are planned for paving work in our Capital Plan and those which have already been paved since the completion of the study in late 2015. These 10 (up to 13 w/Alt. Bid) sections total at least 8 tenths of a mile of road.

Because of the poor condition of these segments, varying degrees of pavement work is necessary. In general, a thin asphalt overlay is to be utilized in the replacement of the surface of these segments. In particular, segments requiring more than just surface work will receive additional “milling” and possibly excavation to address structural problem areas in the pavement. According to City records, these streets have not seen new pavement in over 26 years (Wamajo in 1996), with some just over 50 years (Garfield and Stone Streets both in 1971). The complete list of roadway segments is attached herein (exhibit “A”). Again, the priority list is not derived from a singular source, but rather from multiple sources and considerations, within the CDBG eligible streets.

BUDGETARY INFORMATION: The estimated cost of the project including engineering, inspection, advertising, construction and miscellaneous costs, is \$190,000 paid solely with federal Community Development Block Grant Funds.

ACTION REQUESTED: It is recommended that the proper legislation be approved accepting bids for the 2022 CDBG Street Rehabilitation Project under suspension of the rules and in accordance with Section 14 of the City Charter in order to award the project early as possible in the 2022 State Fiscal year which begins July 1st. Bidding the project early in the State Fiscal year will allow enough time for all work to be complete in the 2022 calendar year.

I concur with this recommendation:

Eric Wobser, City Manager

Aaron Klein, P.E., Director

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

Exhibit "A"

STREET	FROM	TO
PEARL ST	MELVILLE ST	TIFFIN AVE
GARFIELD ST	MEIGS	SYCAMORE LINE
KING ST	W. MONROE	BARKER ST
MELVILLE ST	PEARL ST	CAMP ST
MILNE ST	W JEFFERSON ST	W ADAMS ST
STONE ST	POLK ST	TYLER ST
COLUMBUS	LANE	STO. LIFT STA
WAMAJO	KNUPKE	SUSAN
TOWNSEND ST	HAYES AVE	GING ST
TOWNSEND ST	GING ST	COLUMBUS AVE
	10	0.82
	SEGMENTS	MILES

A ST	TYLER ST	W MONROE ST
KARL-ANN DR	W PERKINS AVE	STAHLWOOD DR
STAHLWOOD DR	W PERKINS AVE	KARL-ANN DR

CERTIFICATE OF FUNDS

In the Matter of: 2022 CDBG Street Rehab Project

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

Account #241-4447-55990

By: 

Michelle Reeder

Finance Director

Dated: 5/3/2022

RESOLUTION NO. _____

A RESOLUTION DECLARING THE NECESSITY FOR THE CITY TO PROCEED WITH THE PROPOSED 2022 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) STREET REHABILITATION PROJECT; APPROVING THE SPECIFICATIONS AND ENGINEER'S ESTIMATE OF COST THEREOF; AND DIRECTING THE CITY MANAGER TO ADVERTISE FOR AND RECEIVE BIDS IN RELATION THERETO; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, TransMap performed a citywide pavement survey in 2015, which Staff updated through late 2021, only removing street segments that are planned for paving work in the Capital Plan and the segments that have been paved since the completion of the study; and

WHEREAS, the proposed 2022 Community Development Block Grant (CDBG) Rehabilitation Project involves the resurfacing of the ten (10) worst “qualifying” asphalt street segments in the City based upon Staff observations and feedback, complaints received, other planned work, and the updated TransMap survey and will provide resurfacing with a thin asphalt overlay of many of the worst asphalt street segments in the City, totaling at least 8 tenths of a mile of road, and depending on the condition of the street, the work may include milling and possibly excavation to address structural problems in the pavement; and

WHEREAS, depending on cost, an additional three (3) sections of road may be awarded as an Alternate Bid; and

WHEREAS, the total estimated cost for this project including engineering, inspection, advertising, construction and miscellaneous expenses is \$190,000.00 which will be paid with Community Development Block Grant (CDBG) Funds; and

WHEREAS, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to award the project as early as possible in the 2022 State Fiscal year, which begins July 1st, to allow sufficient time for all the work to be completed in the 2022 calendar year; and

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

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

Section 1. The specifications and estimates of cost as prepared by the Director of Public Works and submitted to this City Commission, and which are now on file in the offices of the Director of Public Works and the Clerk of the City

Commission, for the proposed 2022 Community Development Block Grant (CDBG) Street Rehabilitation Project, be and the same hereby are approved by this City Commission.

Section 2. This City Commission hereby declares it necessary to proceed with the proposed 2022 Community Development Block Grant (CDBG) Street Rehabilitation Project at the earliest possible time.

Section 3. The City Manager is authorized and directed to advertise for and to receive bids in relation to the proposed 2022 Community Development Block Grant (CDBG) Street Rehabilitation Project as required by law.

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

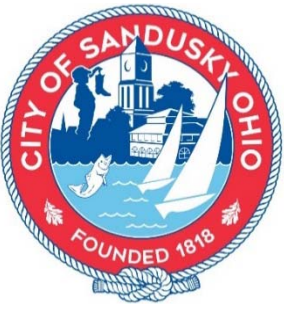
Section 5. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Resolution were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: May 9, 2022



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: April 27, 2022

Subject: Commission Agenda Item – Permission to Bid Tiffin Avenue 12” Watermain Lining Project

ITEM FOR CONSIDERATION: Requesting legislation authorizing the City to accept bids for the Tiffin Avenue 12” Watermain Lining Project.

BACKGROUND INFORMATION: There is a 12” watermain along the east side and a 6” watermain along the west side of Tiffin Avenue from Venice Road to Broadway Street. The 12” watermain is currently shut off at a water valve just north of Venice Road to a water valve in front of the Erie County Juvenile Justice Center due to the watermain leaking at the Mills Creek bridge crossing. The 12” waterline is a cast iron pipe installed in 1968 and the approximate length to be lined is 1250 linear feet. Due to the nature of the existing watermain crossing the Mills Creek bridge and the Norfolk Southern Railroad bridge, this section of watermain is a good candidate for a lining project versus a traditional “open cutting” pipe replacement. The lining project will be a cured-in-place pipe (CIPP) similar to previous sewer lining projects that the city has successfully completed, but the material used in watermain projects are specifically designed for drinking water. The CIPP lining will stop the current leaking, structurally renew and extend the service life of the existing watermain. The contractor will be required to dig access pits to gain entry into the existing watermain to clean, camera and line the pipe.

BUDGETARY INFORMATION: The estimated cost of the project, including engineering and inspection is \$370,000 and will be paid with Water Funds.

ACTION REQUESTED: It is recommended that the proposed Tiffin Avenue 12” Watermain Lining Project be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to bid the project, receive competitive prices and to complete the project as soon as possible to put the 12” watermain back in service.

I concur with this recommendation:

Eric Wobser
City Manager

Aaron M. Klein
Director of Public Works

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

CERTIFICATE OF FUNDS

In the Matter of: Tiffin Ave Watermain Lining

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 #612-5256-55990

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 5/3/2022

RESOLUTION NO. _____

A RESOLUTION DECLARING THE NECESSITY FOR THE CITY TO PROCEED WITH THE PROPOSED TIFFIN AVENUE 12" WATERMAIN LINING PROJECT; APPROVING THE SPECIFICATIONS AND ENGINEER'S ESTIMATE OF COST THEREOF; AND DIRECTING THE CITY MANAGER TO ADVERTISE FOR AND RECEIVE BIDS IN RELATION THERETO; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the proposed Tiffin Avenue 12" Watermain Lining Project involves the cleaning, camera, and lining of the 12" watermain along the east side of Tiffin Avenue from Venice Road to Broadway Street that is currently shut off at a water valve just north of Venice Road to a water valve in front of the Erie County Juvenile Justice Center due to the watermain leaking at the Mills Creek bridge crossing and this project will stop the current leaking and structurally renew and extend the service life of the existing watermain; and

WHEREAS, the 12" waterline is a cast iron pipe installed in 1968 and the approximate length to be lined is 1250 linear feet and due to the nature of the existing watermain crossing the Mills Creek bridge and the Norfolk Southern Railroad bridge, is a good candidate for a lining project versus a traditional "open cutting" pipe replacement and will be a cured-in-place pipe (CIPP) similar to previous sewer lining projects that the City has successfully completed, except that the material used in watermain projects are specifically designed for drinking water; and

WHEREAS, the total estimated cost for this project, including engineering and inspection, is \$370,000.00 and will be paid with Water Funds; and

WHEREAS, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to bid the project, receive competitive prices and complete the project so the watermain can be back in service as soon as possible; and

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

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

Section 1. The specifications and estimates of cost as prepared by the Director of Public Works and submitted to this City Commission, and which are now on file in the offices of the Director of Public Works and the Clerk of the City Commission, for the proposed Tiffin Avenue 12" Watermain Lining Project, be and the same hereby are approved by this City Commission.

Section 2. This City Commission hereby declares it necessary to proceed with the proposed Tiffin Avenue 12" Watermain Lining Project at the earliest possible time.

Section 3. The City Manager is authorized and directed to advertise for and to receive bids in relation to the proposed Tiffin Avenue 12" Watermain Lining Project as required by law.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: May 9, 2022



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: April 25, 2022

Subject: Commission Agenda Item – Award a contract to All Phase Power & Lighting, Inc. of Sandusky, Ohio for the 2022 Big Island Water Works Plant Variable Frequency Drives Replacement Project

ITEM FOR CONSIDERATION: Requesting legislation to award a contract to All Phase Power & Lighting, Inc. of Sandusky, Ohio for the 2022 Big Island Water Works Plant Variable Frequency Drives Replacement Project

BACKGROUND INFORMATION: Staff presented legislation at the February 14, 2022, City Commission meeting requesting permission to bid the replacement of five VFDs at Big Island Waterworks Plant (Resolution 015-22R). The variable frequency drives (VFD) control several high and low service pumps at the water plant. The majority of the VFDs being replaced were installed in 2005 with one installed in 1999. When the VFDs fault out they cause the pumps to go off and turn back on and can cause water hammer in the supply system, which may result in water main breaks.

The engineer's estimate for this project was \$540,000.00. The following three bids were received on Thursday, April 14, 2022 at a formal bid opening:

All Phase Power & Lighting, Inc. Sandusky, Ohio	Base Bid: \$271,920.00 Bond: 100%
Fresch Electric, Inc. Sandusky, Ohio	Base Bid: \$319,862.00 Bond: 100%
North Bay Construction, Inc. Westlake, Ohio	Base Bid: \$339,326.00 Bond: 100%

Therefore, All Phase Power & Lighting, Inc. is the lowest and best bid and being recommended for award of this contract.

BUDGETARY INFORMATION: The total cost of the replacement of the five (5) VFDs shall not exceed \$271,920.00 and shall be paid from Water Funds.

ACTION REQUESTED: It is recommended that proper legislation be prepared authorizing a contract with All Phase Power & Lighting, Inc. of Sandusky Ohio for the 2022 Big Island Waterworks Plant Variable Frequency Drives Replacement Project and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter to allow the contractor to immediately order the VFDs as there are long lead times for manufacturing and delivery and to ensure demands are met at the BIWW Plant.

I concur with this recommendation:

Eric Wobser
City Manager

Aaron M. Klein, PE
Director of Public Works

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

CERTIFICATE OF FUNDS

In the Matter of: BIWW VFD Project

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

Account #612-5230-54090

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 5/3/2022

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH ALL PHASE POWER & LIGHTING, INC. OF SANDUSKY, OHIO, FOR THE 2022 BIG ISLAND WATER WORKS (BIWW) PLANT VARIABLE FREQUENCY DRIVES REPLACEMENT PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, BIWW and Engineering Staff have been working on a proactive project to replace the variable frequency drives (VFD’s) at the BIWW Plant that control several high and low service pumps and are used to allow the pumps to throttle up and down slowly to reduce the possibility of water hammer, which is a main reason that pumps or pipes burst; and

WHEREAS, the 2022 Big Island Water Works Plant Variable Frequency Drives Replacement Project involves the replacement of five (5) VFDs of which four (4) were installed in 2005 and one (1) in 1999, and includes installation and the five (5) VFDs to be replaced are listed below:

VFD #	PUMP CAPACITY	VFD MAKE/MODEL #	PUMP LOCATION SERVED BY VFD	YEAR INSTALLED	OPERATIONAL
LSP#18	12 MGD	Allen-Bradley Powerflex 700	SCREEN BUILDING	2005	YES
LSP #20	12 MGD	Allen-Bradley Powerflex 700	SCREEN BUILDING	2005	NO-FAULTED OUT
LSP #21	8 MGD	Allen-Bradley Powerflex 700	SCREEN BUILDING	2005	YES
LSP #12	9 MGD	Allen-Bradley Powerflex 700	1939 Wetwell	2005	YES
HSP #4	6 MGD	Allen-Bradley 1336	24-in High Service	1999	NO-FAN IS CURRENTLY BEING REPLACED

WHEREAS, this City Commission declared the necessity for the City to proceed with the 2022 Big Island Water Works Plant Variable Frequency Drives Replacement Project by Resolution No. 015-22R, passed on February 14, 2022; and

WHEREAS, upon public competitive bidding as required by law three (3) appropriate bids were received and the bid from All Phase Power & Lighting, Inc. of Sandusky, Ohio, was determined to be the lowest and best bid; and

WHEREAS, the total cost for the replacement of the five (5) VFDs is \$271,920.00 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 to allow the contractor to immediately order the VFDs as there are long lead times for manufacturing and delivery and to ensure demands are met at the BIWW plant; and

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

adoption; and NOW, THEREFORE,

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

Section 1. The City Manager is authorized and directed to enter into a contract with All Phase Power & Lighting, Inc. of Sandusky, Ohio, for the 2022 Big Island Water Works Plant Variable Frequency Drives Replacement Project in an amount **not to exceed** Two Hundred Seventy One Thousand Nine Hundred Twenty and 00/100 Dollars (\$271,920.00) consistent with the bid submitted by All Phase Power & 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: May 9, 2022



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: April 26, 2022

Subject: Commission Agenda Item- Right of Entry agreement for Everstream Solutions, LLC

ITEM FOR CONSIDERATION: Requesting legislation authorizing the City to sign into a right of entry agreement with Everstream Solutions, LLC of Cleveland, Ohio, allowing Everstream to place fiber optic cable in the public alley off of Wayne Street and public parking lot located at 110 East Water Street.

BACKGROUND INFORMATION: The City of Sandusky received the request from Everstream Solutions, LLC of Cleveland Ohio, to extend fiber optic cable from an existing AT&T manhole #514 in Wayne Street through the public alley and city owned parking lot at 110 East Water Street. This work will be completed by directional boring from a manhole in Wayne Street to the existing conduit in the western portion of the parking lot. The fiber optic extension is to provide internet services to the Reminger Law Offices which are relocating from Washington Row to the Hogrefe Building located at the Columbus Avenue and East Market Street intersection.

BUDGETARY INFORMATION: There is no budgetary impact for the right of entry agreement.

ACTION REQUESTED: It is recommended that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order for the city to sign into agreement with Everstream Solutions, LLC so that fiber optic cable can be installed to provide internet service for Reminger Law Offices which are relocating this spring.

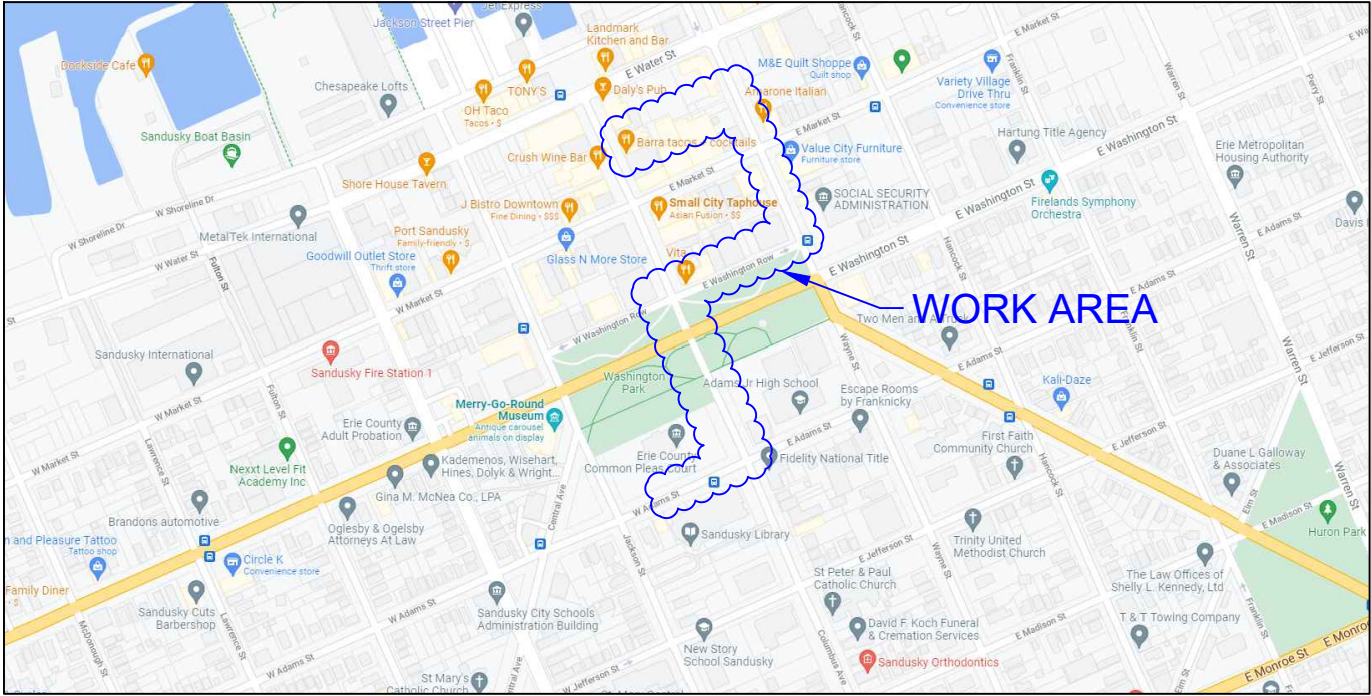
I concur with this recommendation:

Eric Wobser
City Manager

Aaron Klein, P.E.
Director

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

everstream
ENGINEERING SERVICES
SOF 43013
CHARTER COMMUNICATIONS



PROJECT OVERVIEW

SOF 43013
CONSTRUCTION DRAWING

152 COLUMBUS AVE.
SANDUSKY, OH. 44870
ERIE COUNTY

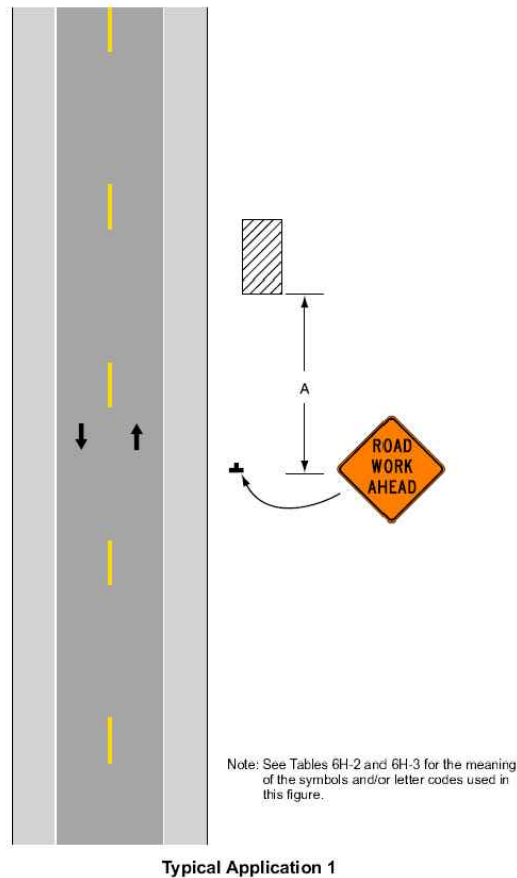
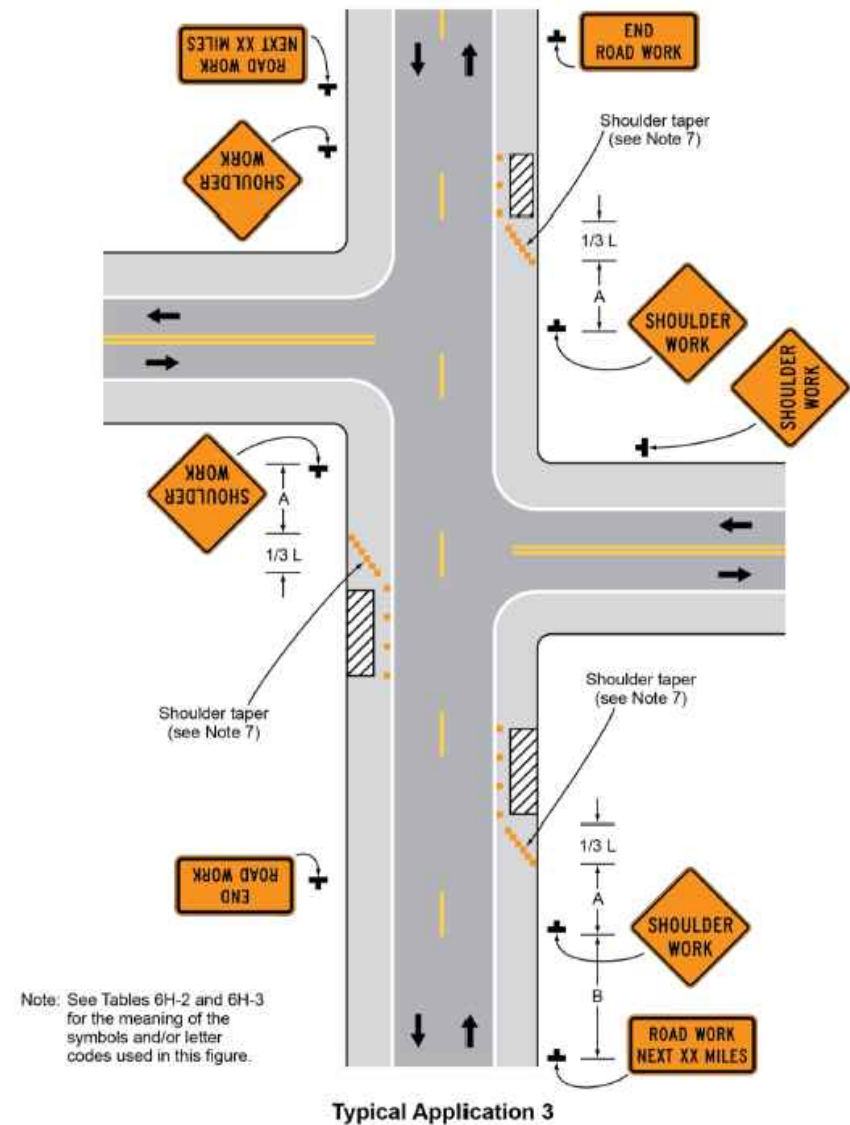
POLE OWNERS:

PROJECT STATUS: CONSTRUCTION DRAWING
STATUS DATE: 4/25/22

ASSOCIATED PERMITS:
CITY OF SANDUSKY

Figure 6H-3. Work on the Shoulders (TA-3)

Figure 6H-1. Work Beyond the Shoulder (TA-1)



SYMBOL KEY OTHER UTILITIES

PROPOSED		EXISTING	
	AERIAL FIBER OPTIC CABLE + SLACK		SPLICE
	UNDERGROUND FIBER OPTIC CABLE		UNKNOWN MANHOLE
	OVERLASH FIBER OPTIC CABLE		UNKNOWN VAULT
	17"x30"x24" VAULT		VAULT
	24"x36"x24" VAULT		RING CUT LATERAL
	30"x60"x30" VAULT		GAS LINE
	36"x60"x36" VAULT		GAS METER
	UG SLACK LOOP		GAS VALVE
			TELECOM MANHOLE
			TELECOM CABINET
			TELECOM LINE
			CABLE TV LINE
			CONDUIT
			RAILROAD
			WATER LINE
			FIRE HYDRANT
			WATER VALVE
			STORM WATER LINE
			STORM WATER UTILITY
			WASTE WATER LINE
			WASTE WATER MANHOLE

Table 6H-2. Meaning of Symbols on Typical Application Diagrams

	Arrow board		Shadow vehicle
	Arrow board support or trailer (shown facing down)		Sign (shown facing left)
	Changeable message sign or trailer		Surveyor
	Channelizing device		Temporary barrier
	Crash cushion		Temporary barrier with warning light
	Direction of temporary traffic detour		Traffic or pedestrian signal
	Direction of traffic		Truck-mounted attenuator
	Flagger		Type 3 barricade
	High-level warning device (Flag tree)		Warning light
	Longitudinal channelizing device		Work space
	Luminaire		Work Vehicle
	Pavement markings that should be removed for a long-term project		

Table 6H-3. Meaning of Letter Codes on Typical Application Diagrams

Road Type	Distance Between Signs (Feet) **		
	A	B	C
Urban (low speed) *	100	100	100
Urban (high speed) *	350	350	350
Rural	500	500	500
Expressway / Freeway	1,000	1,500	2,640

* Speed category to be determined by highway agency.
** The column headings A, B, and C are the dimensions shown in Figures 6H-1 through 6H-46. The A dimension is the distance from the transition or point of restriction to the first sign. The B dimension is the distance between the first and second signs. The C dimension is the distance between the second and third signs. (The "first sign" is the sign in a three-sign series that is closest to the TTC zone. The "third sign" is the sign that is furthest upstream from the TTC zone.)

LEGENDS

LINETYPES

Underground Fiber

Existing Conduit

Aerial Fiber + Slack

Overlash Fiber

SYMBOLS

Splice Point

Slack Loop

Riser Pole

Ex. Vault

Ex. Pole

Ex. Guy & Anchor

Pr. Guy & Anchor

Pr. Pole-to-Pole Guy

MATERIAL DATA TOTAL FOOTAGES

AERIAL SPAN DISTANCE 0'

1-1/4" SCH. 40 0'

SCH. 80 2,001'

BORE FTG. 335'

E-30 VAULTS 0

OHIO Utilities Protection SERVICE

Call Before You Dig

SOF 43013

152 COLUMBUS AVE.

SANDUSKY, OH. 44870

EVM-ETHS-ON-43013

EVERSTREAM

1228 Euclid Ave #250

Cleveland, Ohio 44115

ROB WOOD

Project Manager

CONSTRUCTION DRAWINGS

COUNTY: ERIE

CITY: SANDUSKY

DATE: 4/25/22

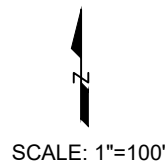
VERIFIED BY: CS

DRAWN BY: AB

PAGE 2 OF 4

LEGEND

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER TO ALTER THIS DOCUMENT



<p>NOTES:</p> <ul style="list-style-type: none"> • SEE POLE DATA SHEETS FOR SPECIFIC MAKE READY REQUIREMENTS IF NECESSARY. • SEE LEGEND SHEET FOR MAINTENANCE OF TRAFFIC NOTES AND DETAILS. • CONTRACTOR SHALL EXPOSE AND VERIFY THE LOCATION AND DEPTH OF ALL EXISTING UTILITIES ALONG THE BORE PATH. CONTRACTOR SHALL PROVIDE 12" MINIMUM VERTICAL AND 3' MINIMUM HORIZONTAL SEPARATION BETWEEN ALL EXISTING UTILITIES AT ALL CROSSINGS ALONG THE PROPOSED BORE PATH.

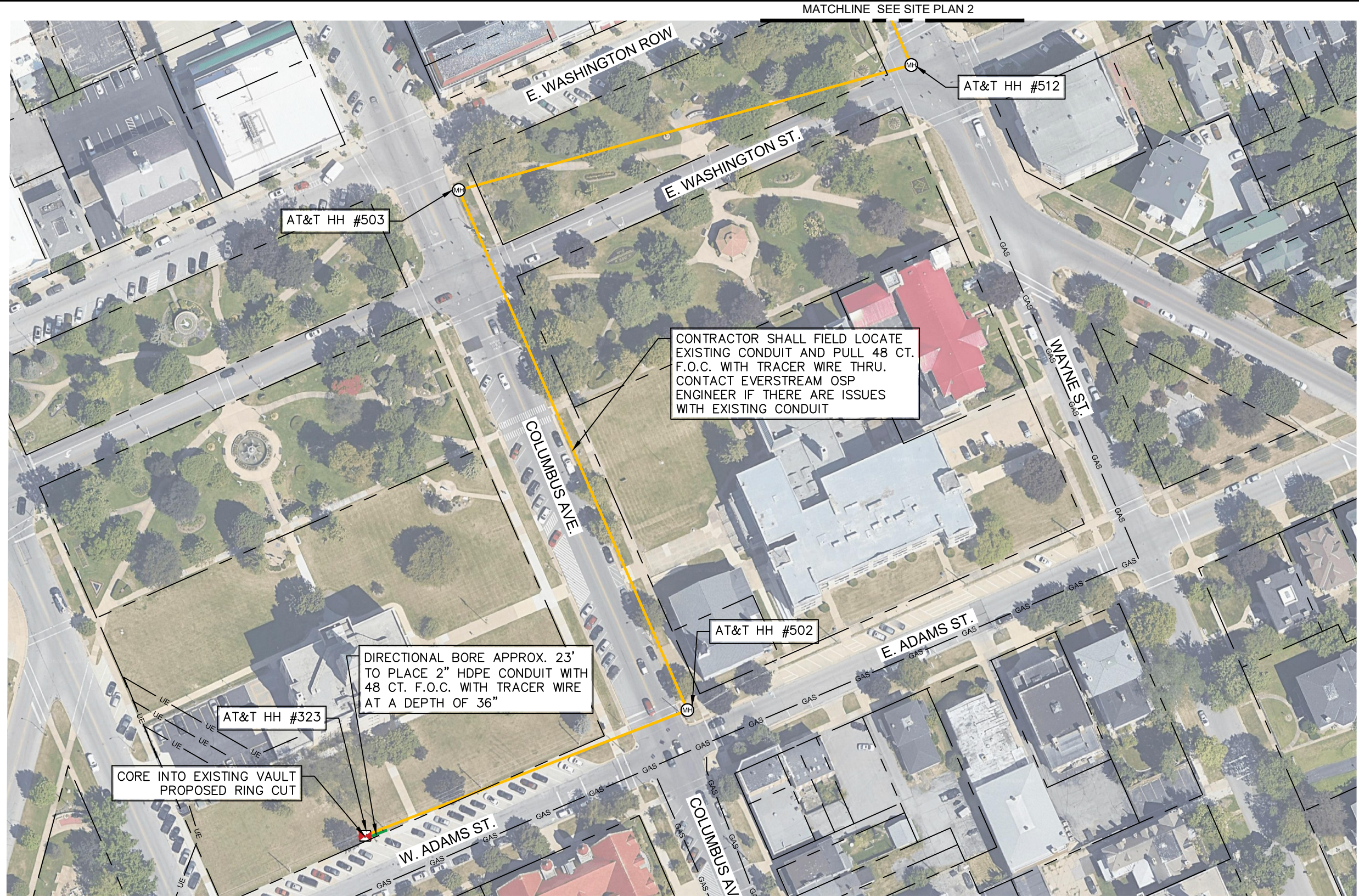
CONTRACTORS AND SUB-CONTRACTORS MUST USE EXTREME CAUTION WHEN THERE IS THE POTENTIAL FOR GAS / NATURAL GAS LINES TO BE LOCATED WITHIN / ADJACENT TO / OR CROSSING THE PROJECT WORK LIMITS AND ALONG A PROPOSED BORE PATH. GAS / NATURAL GAS LEAK DETECTION OR THE IDENTIFICATION OF A POTENTIAL LEAK MUST BE EXERCISED BY ALL. A HANDHELD SNIFFER / DETECTOR MUST BE UTILIZED BY THE CONTRACTOR AT ALL TIMES DURING OPERATIONS. THIS HANDHELD DEVICE SHALL BE USED AT ALL POT-HOLE LOCATIONS AS WELL AS AT THE ENTRY AND EXIT POINTS. PERSONNEL SHALL BE ON THE LOOKOUT FOR LEAK INDICATORS SUCH AS:













- IF A GAS LINE IS HIT/DAMAGED THERE IS THE POTENTIAL FOR GAS TO TRAVEL ALONG THE BORE PATH, THUS EXPOSING MORE PEOPLE, BUILDINGS AND PROPERTY TO THE DANGERS OF FIRE AND EXPLOSION. IF A LEAK IS DETECTED, OPERATIONS MUST HALT IMMEDIATELY AND EVACUATIONS MUST COMMENCE, THEN FROM A SAFE LOCATION CALLING EMERGENCY PERSONAL INCLUDING 911, AND THE UTILITY COMPANY. IF USING A CELL PHONE OR HANDHELD RADIO MOVE AWAY FROM THE AREA WHERE THERE MIGHT BE GAS BEFORE CALLING TO AVOID SETTING OFF AN EXPLOSION.

OUPS TICKET #:
B134101352,
B134101342,
B134800764,
B134800768

ALL INFORMATION ILLUSTRATED HAS BEEN ACQUIRED AND PLOTTED USING AVAILABLE DATA AND AERIAL IMAGERY. NO PROPERTY FIELD SURVEY, PROPERTY SEARCH, TITLE REVIEW OR SEARCH, OR THE LIKE WAS PERFORMED. IT REMAINS THE RESPONSIBILITY OF OTHERS TO FIELD VERIFY ALL DATA (RIGHT OF WAY LIMITS, PROPERTY LINES, EASEMENT, EASEMENT RIGHTS COVENANTS, PAVEMENT WIDTHS, UTILITY EXISTENCE, UTILITY LOCATIONS, UTILITY DEPTHS, UTILITY CROSSINGS, ETC.) PRIOR TO THE START OF THE PROJECT. LINE LOCATES ARE THE RESPONSIBILITY OF OTHERS TO VERIFY HORIZONTAL AND VERTICAL CONFLICT OF EXISTING FACILITIES. MAINTENANCE OF TRAFFIC AND TRAFFIC CONTROL SHALL BE BY OTHERS. EX. ANCHOR CONNECTIONS, SCREW ANCHORS, GUY, POLE SUPPORTS, OR THE LIKE, ATTACHMENT POINTS SHALL BE REPAIRED OR REPLACED PER STATE/LOCAL CODES, REQUIREMENTS AND PER INDUSTRY STANDARDS AS NEEDED AS A RESULT OF THIS PROPOSED NEW FIBER ATTACHMENT AND/OR OVERLASH.

****WARNING**** INFORMATION MAY BE LOST IN COPYING AND/OR GRAY SCALE PLOTTING.



LEGENDS			MATERIAL DATA TOTAL FOOTAGES
LINETYPES	SYMBOLS		
Underground Fiber 	Splice Point  Ex. Pole 	AERIAL SPAN DISTANCE <u>0'</u>	
Existing Conduit 	Slack Loop  Ex. Guy & Anchor 	1-1/4" SCH. 40 <u>0'</u>	
Aerial Fiber 	Riser Pole  Pr. Guy & Anchor 	SCH. 80 <u>2,001'</u>	
Overlash Fiber 	Ex. Vault  Pr. Pole-to-Pole Guy 	BORE FTG. <u>335'</u>	
		E-30 VAULTS <u>0</u>	



SOF 43013
152 COLUMBUS AVE.
SANDUSKY, OH. 44870
EVM-ETHS-ON-43013



EVERSTREAM

1228 Euclid Ave #250
Cleveland, Ohio
44115

ROB WOOD
Project Manager



CONSTRUCTION DRAWINGS

COUNTY: ERIE CITY: SANDUSKY

DATE: 4/25/22

VERIFIED BY: CS

VERIFIED BY:	SS
DRAWN BY:	AB

PAGE 3 OF 4

PAGE 3 OF 4

SITE PLAN 1

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS
THEY ARE ACTING UNDER THE DIRECTION OF A LICENSEE
PROFESSIONAL ENGINEER TO ALTER THIS DOCUMENT

✕ Power only pole

⊠ Power w transformer

⊗ Joint pole

○ Communications pole

⊠ Joint pole w transformer

/ Place line anchor

⌒ Place sidewalk anchor

⬆ Place standard anchor

⬆ Standard anchor in place

Ⓜ Construct communications riser

SOF 43013
152 COLUMBUS AVE.
SANDUSKY, OH. 44870
ERIE COUNTY
EVM-ETHS-ON-43013

- NOTES:
- SEE POLE DATA SHEETS FOR SPECIFIC MAKE READY REQUIREMENTS IF NECESSARY.
 - SEE LEGEND SHEET FOR MAINTENANCE OF TRAFFIC NOTES AND DETAILS.
 - CONTRACTOR SHALL EXPOSE AND VERIFY THE LOCATION AND DEPTH OF ALL EXISTING UTILITIES ALONG THE BORE PATH. CONTRACTOR SHALL PROVIDE 12" MINIMUM VERTICAL AND 3' MINIMUM HORIZONTAL SEPARATION BETWEEN ALL EXISTING UTILITIES AT ALL CROSSINGS ALONG THE PROPOSED BORE PATH.

GAS / NATURAL GAS LEAK DETECTION

CONTRACTORS AND SUB-CONTRACTORS MUST USE EXTREME CAUTION WHEN THERE IS THE POTENTIAL FOR GAS / NATURAL GAS LINES TO BE LOCATED WITHIN / ADJACENT TO / OR CROSSING THE PROJECT WORK LIMITS AND ALONG A PROPOSED BORE PATH. GAS / NATURAL GAS LEAK DETECTION OR THE IDENTIFICATION OF A POTENTIAL LEAK MUST BE EXERCISED BY ALL. A HANDHELD SNIFFER / DETECTOR MUST BE UTILIZED BY THE CONTRACTOR AT ALL TIMES DURING OPERATIONS. THIS HANDHELD DEVICE SHALL BE USED AT ALL POT-HOLE LOCATIONS AS WELL AS AT THE ENTRY AND EXIT POINTS.

PERSONNEL SHALL BE ON THE LOOKOUT FOR LEAK INDICATORS SUCH AS:

- DIRT, WATER OR DEBRIS BLOWING FROM THE GROUND INTO THE AIR.
- UNUSUAL SOUNDS SUCH AS WHISTLING, HISSING OR ROARING.
- SMELLING A DISTINCTIVE SULFUR-LIKE ODOR, WHICH IS TYPICALLY ADDED TO NATURAL GAS FOR DETECTION PURPOSES. ALTHOUGH SOME PEOPLE CANNOT DETECT THIS ODOR, AND NOT ALL GAS IS ODORIZED.
- ALARMS FROM LEAK DETECTION DEVICE.

IF A GAS LINE IS HIT/DAMAGED THERE IS THE POTENTIAL FOR GAS TO TRAVEL ALONG THE BORE PATH, THUS EXPOSING MORE PEOPLE, BUILDINGS AND PROPERTY TO THE DANGERS OF FIRE AND EXPLOSION.

IF A LEAK IS DETECTED, OPERATIONS MUST HALT IMMEDIATELY AND EVACUATIONS MUST COMMENCE, THEN FROM A SAFE LOCATION CALLING EMERGENCY PERSONAL INCLUDING 911, AND THE UTILITY COMPANY. IF USING A CELL PHONE OR HANDHELD RADIO MOVE AWAY FROM THE AREA WHERE THERE MIGHT BE GAS BEFORE CALLING TO AVOID SETTING OFF AN EXPLOSION.

FOOTAGES
NEW AERIAL: 0'±
OVERLASH: 0'±
UNDERGROUND: 335'±
PULL THRU EX. CONDUIT:
2,001'±

OUPS TICKET #:
B134101352,
B134101342,
B134800764,
B134800768

NOTE:
ALL INFORMATION ILLUSTRATED HAS BEEN ACQUIRED AND PLOTTED USING AVAILABLE DATA AND AERIAL IMAGERY. NO PROPERTY FIELD SURVEY, PROPERTY SEARCH, TITLE REVIEW OR SEARCH, OR THE LIKE WAS PERFORMED. IT REMAINS THE RESPONSIBILITY OF OTHERS TO FIELD VERIFY ALL DATA (RIGHT OF WAY LIMITS, PROPERTY LINES, EASEMENT, EASEMENT RIGHTS, COVENANTS, PAVEMENT WIDTHS, UTILITY EXISTENCE, UTILITY LOCATIONS, UTILITY DEPTHS, UTILITY CROSSINGS, ETC.) PRIOR TO THE START OF THE PROJECT. LINE LOCATES ARE THE RESPONSIBILITY OF OTHERS TO VERIFY HORIZONTAL AND VERTICAL CONFLICT OF EXISTING FACILITIES. MAINTENANCE OF TRAFFIC AND TRAFFIC CONTROL SHALL BE BY OTHERS. EX. ANCHOR CONNECTIONS, SCREW ANCHORS, GUY, POLE SUPPORTS, OR THE LIKE, ATTACHMENT POINTS SHALL BE REPAIRED OR REPLACED PER STATE/LOCAL CODES, REQUIREMENTS AND PER INDUSTRY STANDARDS AS NEEDED AS A RESULT OF THIS PROPOSED NEW FIBER ATTACHMENT AND/OR OVERLASH.

LEGENDS	
LINETYPES	SYMBOLS
Underground Fiber	Splice Point
Existing Conduit	Slack Loop
Aerial Fiber	Riser Pole
Overlash Fiber	Ex. Vault
	Ex. Pole
	Ex. Guy & Anchor
	Pr. Guy & Anchor
	Pr. Pole-to-Pole Guy

MATERIAL DATA TOTAL FOOTAGES	
AERIAL SPAN DISTANCE	0'
1-1/4" SCH. 40	0'
SCH. 80	2,001'
BORE FTG.	335'
E-30 VAULTS	0



SOF 43013
152 COLUMBUS AVE.
SANDUSKY, OH. 44870
EVM-ETHS-ON-43013

★ EVERSTREAM

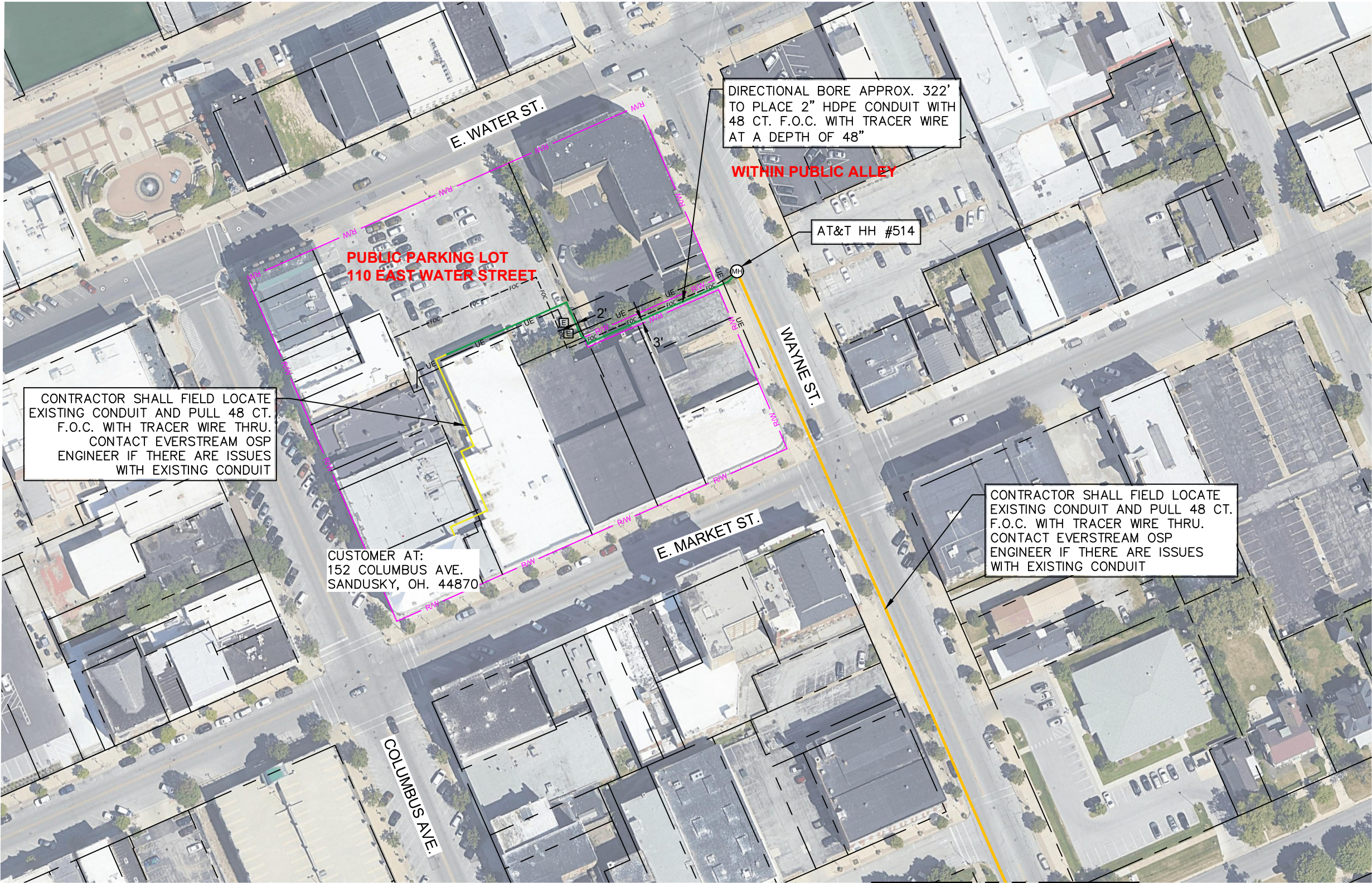
1228 Euclid Ave #250
Cleveland, Ohio
44115

ROB WOOD
Project Manager

N

(216) 923-2209

CONSTRUCTION DRAWINGS		
COUNTY: ERIE		CITY: SANDUSKY
DATE: 4/25/22		PAGE 4 OF 4
VERIFIED BY:	CS	
DRAWN BY:	AB	SITE PLAN 2
IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER TO ALTER THIS DOCUMENT		



MATCHLINE SEE SITE PLAN 1

PLAN REPRODUCTION WARNING
THE PLANS HAVE BEEN CREATED ON ANSI B (11"x17") SHEETS. FOR REDUCTIONS REFER TO GRAPHIC SCALE.
THE PLANS HAVE BEEN CREATED FOR FULL COLOR PLOTTING. ANY SET OF PLANS THAT IS NOT PLOTTED IN FULL COLOR SHALL NOT BE CONSIDERED ADEQUATE.
WARNING INFORMATION MAY BE LOST IN COPYING AND/OR GRAY SCALE PLOTTING.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A RIGHT OF ENTRY AGREEMENT WITH EVERSTREAM SOLUTIONS, LLC OF CLEVELAND, OHIO, FOR THE INSTALLATION OF FIBER OPTIC CABLE IN THE PUBLIC ALLEY OFF WAYNE STREET AND PUBLIC PARKING LOT LOCATED AT 110 E. WATER STREET; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City is the owner of the real property located at 110 East Water Street, and public right-of-way within an alley off Wayne Street; and

WHEREAS, Everstream Solutions, LLC of Cleveland, Ohio, is requesting to extend fiber optic cable from an existing AT&T manhole #514 in Wayne Street through the public alley and City owned parking lot at 110 E. Water Street for the purpose of installing a fiber optic extension to provide internet services to the Reminger Law Offices which are relocating from Washington Row to the Hogrefe Building located at the Columbus Avenue and E. Market Street intersection; 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 Everstream Solutions, LLC to install the optic cable to provide internet services for the Reminger Law Offices, which are relocating this spring; 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 Right of Entry Agreement with Everstream Solutions, LLC of Cleveland, Ohio, for the installation of fiber optic cable in the public alley off Wayne Street and public parking lot located at 110 E. Water Street, substantially in the same form as contained in Exhibit "A", which is attached to this Ordinance and is specifically incorporated 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.

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: May 9, 2022

RIGHT OF ENTRY AGREEMENT

THIS RIGHT OF ENTRY AGREEMENT ("Agreement"), dated this 6 day of April, 2022 and effective the date of the last signature below, is by and between the **CITY OF SANDUSKY** (the "Owner"), whose address is 240 Columbus Avenue, Sandusky, OH 44870 and **EVERSTREAM SOLUTIONS LLC** together with its affiliate EVERSTREAM GLC HOLDING COMPANY LLC (collectively "Everstream"), whose address is 1228 Euclid Avenue, Suite 250, Cleveland, OH 44115.

1. PROPERTY. Owner represents that it is the sole legal and equitable owner of the property located at **110 East Water Street, Sandusky, Ohio 44870 (Parcel ID: 56-64022.000)** (the "Property"), and has full power to convey the rights to Everstream that are set forth in this Agreement.
2. GRANT. In consideration of the mutual benefits and obligations set forth herein, Owner hereby grants to Everstream, a non-exclusive right of entry in, on, over, under, and through the Property for the purpose of installing, operating, relocating, removing, and maintaining (the "Work") all necessary equipment, including lines, wires, poles, conduits, lock boxes and associated facilities required by Everstream (collectively the "System") to provide telecommunications services (the "Services"). Owner agrees to provide adequate space and right of access, for the Work. Everstream shall not interfere with occupants of the Property who are not customers, nor will Everstream interfere with any building(s) or common area(s) on the Property.
3. TERM. Everstream shall have the rights granted in this Agreement for as long as an Everstream customer receives or requests Everstream's Services at the Property, subject to Owner's right to terminate. The Owner shall have the right to terminate this Agreement for any reason with ninety (90) days' notice.
4. NOTICE OF ENTRY. Everstream shall notify Owner no less than forty-eight (48) hours prior to any scheduled or routine maintenance. Emergency maintenance to the System will be coordinated to the extent reasonably possible with Owner's designated contact.
5. SCOPE OF WORK. Upon Owner's request, Everstream shall submit plans and specifications of the Work and System for Owner's advance approval, such approval not to be unreasonably withheld, conditioned, or delayed.
6. THE SYSTEM. The System shall remain the property of Everstream. No entity other than Everstream may maintain, use, alter, damage, or otherwise tamper with any part of the System. The System shall be installed in accordance with good engineering practices that conform to industry standards.
7. INSURANCE. Everstream agrees to maintain a commercial general liability insurance policy of not less than one million dollars (\$1,000,000) covering injury to person(s) or property damage.
8. DISCLAIMER. Everstream makes no representations or warranties expressed or implied regarding the System or the Services, including, but not limited to, any implied warranty of merchantability, fitness for a particular purpose and all such warranties are hereby disclaimed by Everstream and waived by Owner to the extent not prohibited by law.
9. DAMAGES. Everstream, and not Owner, shall be responsible for damages directly caused to the Property by the Work. Owner acknowledges that Everstream shall use equipment to affix the System or bore holes to install the System, and such practices are not within the scope of damages. After System installation is complete and/or at the end of customer's Service, Everstream shall restore the Property to its prior condition, ordinary wear and tear excepted. Everstream agrees to indemnify, defend, release, and hold the Owner (and Owner's officers, employees, and agents) harmless from any and all actual or threatened actions, causes of action, claims, costs, demands, fines, fees, suits, judgments, expenses, and losses for any alleged injury, disability, illness, death, or loss or damage to person or property, arising out of or in connection with Everstream's use of and Work on the Property, unless caused by the negligence or willful misconduct of Owner (and Owner's officers, employees, and agents).
10. OTHER GRANTS. Owner reserves the right to grant other easements on or rights of access to the Property, so long as any such other grants of interest do not materially interfere with the grants provided for in this Agreement.
11. INTEGRATION. This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, if any.

[SIGNATURES LOCATED ON THE FOLLOWING PAGE]



RIGHT OF ENTRY AGREEMENT

Everstream

DocuSigned by:

Signed By: _____

Greg Meinczinger

Printed Name/Title _____

Greg Meinczinger

Date: _____

4/7/2022

City of Sandusky

Signed By: _____

Printed Name/Title _____

Date: _____

EXHIBIT "A"



Community Development

240 Columbus Avenue
Sandusky, Ohio 44870

419.627.5832

www.ci.sandusky.oh.us

TO: Eric Wobser

FROM: Debi Eversole, Housing Development Specialist

DATE: April 27, 2022

RE: City Commission Agenda Item

ITEM FOR CONSIDERATION: The purpose of this communication is to request approval of legislation allowing the City Manager to amend a Memorandum of Understanding with the Erie County Land Reutilization Corporation dated February 25, 2015. The intent of the MOU was to administer a demolition program in partnership with the City of Sandusky's Land Reutilization Program within the City of Sandusky utilizing grant funding from the Ohio Housing Finance Agency for Neighborhood Initiative Program upon approval of the Erie County Land Reutilization Corporation's grant application.

BACKGROUND INFORMATION: The Erie County Land Reutilization Corporation (ECLRC) was awarded a grant from the Ohio Housing Finance Agency (OHFA) for approximately five hundred thousand dollars (\$500,000) from the Neighborhood Initiative Program (NIP). The State of Ohio created the NIP, an Ohio Hardest Hit Fund Project, to strategically target traditional and urban core neighborhoods. The purpose of the NIP is to stabilize property values by removing and greening vacant and blighted properties in Targeted Areas in an effort to prevent future foreclosures for existing homeowners because demolition is a critical component of strategies to stabilize home values. Demolition is a critical component of strategies to stabilize home values. Demolition also eliminates abandoned structures which become a breeding ground for crime and further depress housing prices. The grant funds were used primarily to strategically demolish vacant and blighted structures within Erie County, which includes specifically targeted Sandusky neighborhoods listed in a Target Area Plan.

The NIP guidelines required that the ECLRC must acquire, or already own the property being demolished and a mortgage lien shall be placed upon the premises for the amount of the demolition costs. The mortgage lien will remain in place for a three (3) year period, but may be released prior to the expiration period if the mortgage lien amount is paid in full or if the vacant lot is transferred to an eligible end-user, whichever comes first. ECLRC will maintain ownership and will be responsible to mow and maintain the vacant lots after the structures are demolished utilizing NIP funds until the lien is released or the lots are sold to an eligible end-user. ECLRC will pay all costs incurred in the sale of the vacant lots out of the proceeds received from the sale, and all net proceeds shall first be applied to the payment of the mortgage lien and the balance remaining, if any will be refunded and distributed to the Taxing Districts in accordance with Ohio Revised Code Section 5722.08(B) and (C). After the expiration of the three (3) year period in which a mortgage lien is placed on the vacant lots and the vacant lots have not been sold by ECLRC, the mortgage lien will be released and a clean title, free and clear of any liens, or other encumbrances, shall be transferred back to the City of Sandusky's Land Reutilization Program.

The requested amendment to the original MOU shall be to:

1. The ECLRC shall furnish a deed and transfer the real property located at 2131 W. Forest Drive, Sandusky, Ohio 44870 to the City of Sandusky Land Bank Program.
2. The ECLRC may sell the real properties located at 1722 and 1724 Putnam Street, Sandusky, Ohio 44870 and 1511 Monroe Street, Sandusky, Ohio 44870. ECLRC shall use all proceeds from these sales to further economic and community development within the City of Sandusky.
3. All other terms and provisions of the MOU shall remain unchanged and in full force and effect during the duration of the MOU.

BUDGET IMPACT: There is no cost associated with this proposed amendment. Since the required three (3) year period of ownership from the last property transferred to ECLRC has expired, ECLRC is prepared to transfer fourteen (14) properties back to the City of Sandusky Land Bank inventory if amendment is approved. This would then end the current Memorandum of Understanding.

ACTION REQUESTED: It is requested that City Commission authorize an amendment to the Memorandum of Understanding with the Erie County Land Reutilization Corporation in order for the transfer of fourteen (14) properties to the City of Sandusky Land Bank and dissolve the current Memorandum of Understanding. It is further requested that this legislation be passed under suspension of the rules and in full accordance with Section 14 of the City as the City has received callers with interest in these parcels and could be marketing them for future development.

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING WITH THE ERIE COUNTY LAND REUTILIZATION CORPORATION (ECLRC) FOR THE DEMOLITION PROGRAM IN PARTNERSHIP WITH THE CITY OF SANDUSKY'S LAND REUTILIZATION PROGRAM WITHIN THE CITY OF SANDUSKY UTILIZING GRANT FUNDING FROM THE OHIO HOUSING FINANCE AGENCY THROUGH THE NEIGHBORHOOD INITIATIVE PROGRAM (NIP); AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Erie County Land Reutilization Corporation (ECLRC) was awarded a grant from the Ohio Housing Finance Agency (OHFA) for approximately five hundred thousand dollars (\$500,000) from the Neighborhood Initiative Program (NIP); and

WHEREAS, the State of Ohio created the NIP, an Ohio Hardest Hit Fund Project, which strategically targets traditional and urban core neighborhoods; and

WHEREAS, the purpose of the NIP was to stabilize property values by removing and greening vacant and blighted properties in Targeted Areas in an effort to prevent future foreclosures for existing homeowners because demolition is a critical component of strategies to stabilize home values; and

WHEREAS, the City Commission approved a Memorandum of Understanding with the Erie County Land Reutilization Corporation for the utilization of Neighborhood Initiative Program funds by Resolution No. 035-14R, passed on August 25, 2014; and

WHEREAS, the NIP Guidelines required that the ECLRC must acquire, or already own the property being demolished and a mortgage lien shall be placed upon the premises for the amount of the demolition costs, which mortgage lien shall remain in place for a three (3) year period and may be released prior to the expiration of the three (3) year period if the mortgage lien amount is paid in full or if the vacant lot is transferred to an eligible end-user, whichever comes first; and

WHEREAS, pursuant to the MOU, after the expiration of the three (3) year period in which a mortgage lien is placed on the vacant lots and the vacant lots have not been sold by ECLRC, the mortgage lien shall be released and a clean title, free of any liens or other encumbrances, shall be transferred back to the City of Sandusky's Land Reutilization Program; and

WHEREAS, the ECLRC will be transferring fourteen (14) properties back to the City's Land Reutilization Program; and

WHEREAS, the proposed amendment to the MOU will require the ECLRC to furnish a deed and transfer the real property located at 2131 W. Forest Drive to the City for the City's Land Reutilization Program and allow the ECLRC to sell three

(3) real properties located at 1722 and 1724 Putnam Street and 1511 Monroe Street, that were previously transferred to the ECLCR pursuant to the MOU; and

WHEREAS, the City Commission authorized the transfer of 1722 and 1724 Putnam Street by Ordinance No. 16-136, passed on August 22, 2016, and 1511 Monroe Street by Ordinance No. 17-154, passed on August 14, 2017, to the Erie County Land Reutilization Corporation for the purpose of utilizing grant funding through the Neighborhood Initiative Program; and

WHEREAS, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to execute the Amendment and allow the properties to be transferred to the City as there is interest in the properties that could possibly be marketed for future development; and

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

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

Section 1. This City Commission authorizes and directs the City Manager to enter into an Amendment to the Memorandum of Understanding with the Erie County Land Reutilization Corporation (ECLRC) for the demolition program in partnership with the City of Sandusky's Land Reutilization Program utilizing grant funding from the Ohio Housing Finance Agency through the Neighborhood Initiative Program (NIP), a copy of which is marked Exhibit "A" and is attached to this Resolution and is specifically incorporated 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.

Section 2. If any section, phrase, sentence, or portion of this Resolution is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: May 9, 2022

**AMENDMENT TO MEMORANDUM OF UNDERSTANDING FOR THE NEIGHBORHOOD
INITIATIVE PROGRAM**

This AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING ("Amendment") is made on this _____ day of _____, 2022, between the **City of Sandusky**, a Municipal Corporation of the State of Ohio ("City") and **Erie County Land Reutilization Corporation**, an Ohio Non-profit corporation ("ECLRC").

RECITALS

WHEREAS, the City and ECLRC entered into a Memorandum of Understanding ("MOU") for the Neighborhood Initiative Program on February 25, 2015; and

WHEREAS, the City and ECLRC desire to amend the MOU; and

WHEREAS, pursuant to the last page of the MOU, amendments may be made in writing upon execution by the Party to be changed.

Now, therefore, in consideration of the terms and conditions contained in this Amendment, ECLRC and City agree as follows:

1. The ECLRC shall furnish a deed and transfer the real property located at 2131 Forest Drive, Sandusky, Ohio 44870, more specifically described in Exhibit "A," which is attached to this Amendment and specifically incorporated as if fully rewritten herein to the Sandusky Land Bank Program.
2. The ECLRC may sell the real properties located at 1722 and 1724 Putnam Street, Sandusky, Ohio, 44870 and 1511 Monroe Street, Sandusky, Ohio 44870. ECLRC shall use all proceeds from these sales to further economic and community development within the City of Sandusky.
3. All other terms and provisions of the MOU shall remain unchanged and in full force and effect during the duration of the MOU.

SIGNATURE PAGE TO FOLLOW

In witness whereof, the ECLRC and the City have executed this form.

Date: _____

Erie County Land Reutilization Corporation:

By: _____
(Authorized Signature)

(Print Name & Title)

Date: _____

City of Sandusky:

By: _____
Eric L. Wobser
City Manager

EXHIBIT "A"

Approved as to form and correctness:

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

Transferred In Compliance with sections 319-202 and 322-02 of the Ohio Revised Code.	
FEE \$	
Exempt	<input checked="" type="checkbox"/>
R.E. TRANSFER:	
\$	
Richard H. Jeffrey Erie County Auditor	
Trans. Fees: \$	50
Date: 9-24-18	By: [Signature]

REC-319203
Erie County Auditor's Engineer
Date 9-24-18
Richard H. Jeffrey

WARRANTY DEED

KNOW ALL PEOPLE BY THESE PRESENTS:

That KIM D. SCHAFFTER, Married,

the Grantor,

who claims title through a document recorded in Volume 527, Page 903 and RN 201311515, Erie County Recorder's Office, for valuable consideration received to his full satisfaction of:

ERIE COUNTY LAND REUTILIZATION CORPORATION, an Ohio non-profit corporation,

the Grantee,

whose Tax Mailing Address will be: 2900 Columbus Ave.
Sandusky, OH 44870

does give, grant, bargain, sell and convey unto the said Grantee and its successors and assigns, the premises (herein called "Premises"):

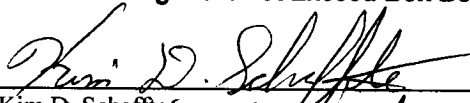

Situated in the City of Sandusky, County of Erie and State of Ohio:
Being Lot No. 31 in MacArthur Park Subdivision, as per Plat recorded in
Volume 15 of Plats, Pages 6 and 7, Erie County, Ohio Records, be the same
more or less, but subject to all legal highways. *pec*

To have and to hold the above-granted and bargained Premises, with the appurtenances thereunto belonging, unto the said Grantee and its successors and assigns, forever. And the said Grantor does for himself and his heirs and assigns covenant with the said Grantee, its successors and assigns, that at and until the ensembling of these presents, she is well seized of the Premises as a good and indefeasible estate in fee simple, and has good right to bargain and sell the same in the manner and form as above written; and that the same are free and clear from all encumbrances, whatsoever, except taxes and assessments, which are a lien, or which have not been certified to the Auditor or have been certified but have not been placed on the duplicate or have been deferred, but are not yet due and payable, except zoning restrictions, and except easements, restrictions, mineral leases, reserved mineral rights, conditions, and covenants of record, and unrecorded easements, and that he will warrant and defend said Premises with the appurtenances thereunto belonging, unto the said Grantee, its successors and assigns, forever, against all lawful claims and demands whatsoever, except those noted above.

And for valuable consideration CARRIE SCHAFFTER, Wife of KIM D. SCHAFFTER, does hereby remise, release and forever quit-claim unto the said Grantee, its successors and assigns, all her right and expectancy of Dower in the Premises.

HARTUNG TITLE ORDER # E28739 SC

EXECUTED this 17 day of September, 2018.

Writing Must Not Exceed Box Boundaries	
	
Kim D. Schaffter	
	
Carrie Schaffter	


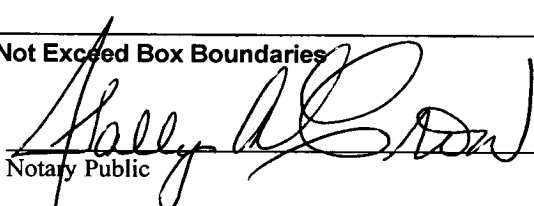
STATE OF OHIO)

) SS:

COUNTY OF ERIE)

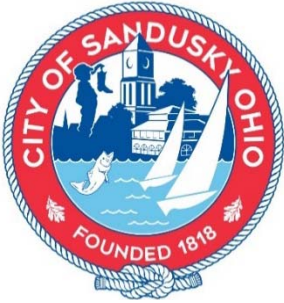
BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named Kim D. Schaffter and Carrie Schaffter, who acknowledged that they did sign the foregoing warranty deed and that the same is his free act and deed. I hereby state that either: (i) Kim D. Schaffter and Carrie Schaffter are personally known to me or (ii) provided sufficient identification (driver's license, passport, etc.) to me.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Sandusky, Ohio, this 17 day of September, 2018.

Writing and Seal Must Not Exceed Box Boundaries	
	
SALLY A. CROW NOTARY PUBLIC, STATE OF OHIO MY COMMISSION EXPIRES JANUARY 25, 2019	Notary Public

This Instrument Prepared By:
Attorney John D. Frankel
WICKENS HERZER PANZA
414 Wayne Street
Sandusky, OH 44870-2709
14342-852\1853324.docx\bas

Title to the real estate described herein has not been examined by Wickens Herzer Panza and Wickens Herzer Panza makes no warranty, representation or opinion (either express or implied) as to the marketability or condition of the title to the subject real estate, the quantity of lands included therein, the location of the boundaries thereof, the existence of liens, unpaid taxes or encumbrances, or the conformity of this deed to agreements between the Grantor and Grantee.



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

To: Eric Wobser, City Manager
From: Debi Eversole, Housing Development Specialist
Date: April 29, 2022
Subject: Commission Agenda Item – Extension Request - Exclusive Right to Sell Agreement

ITEM FOR CONSIDERATION: The legislation will authorize the City Manager to extend the Exclusive Right to Sell Agreement with Hoty Enterprises, Inc. for the marketing and sale of 44 vacant parcels of land in the Cold Creek Crossing Subdivision (the “Properties”).

BACKGROUND INFORMATION: The City of Sandusky and Hoty Enterprises, Inc. entered into an Exclusive Right to Sell Agreement on April 27, 2021 for the sale of forty (40) single-family and four (4) multi-family vacant parcels in the Cold Creek Crossing Subdivision as part of the Land Reutilization Program. The Properties are encumbered by assessment liens and deed restrictions related to the construction of the subdivision. The agreement had a term of 12 months.

Hoty Enterprises, Inc. successfully produced purchase contracts for all of the forty (40) single-family vacant parcels. Sixteen (16) of these properties have transferred to new owners resulting in \$253,549.84 sales proceeds to the City.

It is necessary to extend the agreement retroactive from the expiration date of the contract for an additional twelve (12) months in order to market the remaining four (4) multi-family vacant parcels in the Cold Creek Crossing Subdivision. Transfer of the multi-family properties will not occur without prior consultation with area residents and approval from City Commission.

Should it become necessary, and upon mutual agreement, the City Manager and Hoty Enterprises, Inc may extend this contract for an additional twelve (12) month period in 2023, retroactive from the expiration of the contract in place.

BUDGETARY INFORMATION: At closing, each assessment lien will be satisfied from a portion of the sales proceeds. Broker fees of up to 6.5% will also be paid from the sales proceeds. The balance of funds will be used by the City to recoup expenses related to the property in accordance with O.R.C. §5722.08.

ACTION REQUESTED: It is recommended that City Commission authorize the extension of the Exclusive Right to Sell Agreement with Hoty Enterprises, Inc. It is further requested that this legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter in order to continue the marketing of these parcels to secure eventual buyers to develop the property.

Debi Eversole
Housing Development Specialist

I concur with this recommendation:

Eric Wobser
City Manager

Jonathan Holody
Community Development Director

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

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE A LISTING AGREEMENT RENEWAL WITH HOTY ENTERPRISES, INC. OF SANDUSKY, OHIO, FOR THE MARKETING AND SALE OF FORTY-FOUR (44) VACANT PARCELS OF LAND IN THE COLD CREEK SUBDIVISION IN SANDUSKY TO EXTEND THE EXCLUSIVE RIGHT TO SELL AGREEMENT FOR AN ADDITIONAL TWELVE (12) MONTHS; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City owned forty (40) single-family and four (4) multi-family vacant parcels in the Cold Creek Crossing Subdivision which were encumbered by assessment liens and deed restrictions related to the construction of the subdivision and were subjected to foreclosure proceedings and conveyed to the City for placement in the Land Reutilization Program; and

WHEREAS, the City Commission declared the forty-four (44) parcels owned by the City as part of the Land Reutilization Program in the Cold Creek Crossing Subdivision as no longer needed for any municipal purpose by Ordinance No. 21-048, passed on April 12, 2021, and

WHEREAS, subsequent to a Request for Qualifications (RFQ) process, the City Commission approved an Exclusive Right to Sell Agreement with Hoty Enterprises, Inc. of Sandusky, Ohio, for the marketing and sale of the forty-four (44) vacant parcels of land in the Cold Creek Subdivision in Sandusky by Ordinance No. 21-060, passed on April 26, 2021; and

WHEREAS, Hoty Enterprises, Inc. successfully produced contracts for all of the forty (40) single-family vacant parcels of which sixteen (16) of the parcels have been transferred to the buyer; and

WHEREAS, it is requested to extend the Exclusive Right to Sell Agreement with Hoty Enterprises, Inc. in order to continue marketing the remaining four (4) multi-family vacant parcels in the Cold Creek Crossing Subdivision for additional twelve (12) months, which may be extended for an additional twelve (12) month period in 2023 should it become necessary and upon mutual agreement; and

WHEREAS, upon any sale of the parcels, the assessment lien along with the broker fee of up to 6.5% will be satisfied from a portion of the sale proceeds and the remaining net proceeds will be used to recoup expenses related to the property in accordance with Ohio Revised Code §5722.08; 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 Listing Agreement Renewal to continue marketing the property to secure eventual buyers to develop the property; and

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

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

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

Section 1. The City Manager is authorized and directed to execute a Listing Agreement Renewal with Hoty Enterprises, Inc. of Sandusky, Ohio, for the marketing and sale of the forty-four (44) parcels of land in the Cold Creek Crossing Subdivision to extend the Exclusive Right to Sell Agreement for an additional twelve (12) months, substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the terms of this Ordinance.

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: May 9, 2022



5003 Milan Road, Sandusky, OH 44870
Tel: 419.609.7000



LISTING AGREEMENT RENEWAL

The undersigned hereby renews the Listing Agreement dated April 27, 2021 for the property known as Cold Creek Subdivision - Sandusky, OH See Exhibit A for an additional term of 12 months starting from the expiration of the Listing Agreement or last renewal thereof, which is April 27, 2022 upon the same terms and conditions of the original listing agreement except as otherwise provided for herein: Should it become necessary, and upon mutual agreement, the City Manager and Hoty Enterprises, Inc may extend this contract for an additional twelve (12) month period in 2023, retroactive from the expiration of the contract in place.

This renewal is signed on _____.

EXHIBIT "1"

X _____

X _____

X _____
Broker – Hoty Enterprises, Inc.

X _____
Salesperson – Mac Lehrer

For office use only

Listing price: \$ _____

Expiration Date: _____

Received Signed Renewal: _____



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: Arin Blair, Chief Planner

Date: May 2, 2022

Subject: May 9, 2022 Agenda Item – Updated Public Vendor Program Fees

Item for Consideration: City Commission approval of fee schedule for the Public Vendor Program to enable the issuance of Public Vending Licenses.

Purpose: The city seeks to establish a new fee structure for vendors in Sandusky who sell food, beverages, or merchandise from a stand or motor vehicle within the City of Sandusky. The fees proposed will enable the Division of Planning to issue Public Vending licenses and support economic vitality in the city of Sandusky.

Background Information: Prior year vendor fees were administered on a set basis, offering vendors two options a) a \$250 fee to receive a vendor's license to operate in the city or b) a \$350 fee to receive a vendor's license to operate in the city within one specific reserved space. The base fee was prohibitive to small vendors operating at lower volumes. The single reserved space fee allowed vendors to operate in only a single location, with no access to other unreserved spaces. The prior vendor ordinance did not allow access to public utilities.

Summary of Proposed Changes: The proposed fee schedule reduces overall cost to vendors, differentiates the fee structure between trucks and stands, and offer new options targeted toward increasing the variety of vendors operating in the city. The new fee structure is expected to improve the overall experience for Sandusky vendors and their customers. One set registration fee and two options for space reservation are proposed, as follows:

- Required Registration: Required for all vendors
 - a. \$50 fee for a basic vendor license to operate in the City of Sandusky
- Annual Reservation Option: Reserve a single location for the year to operate during regular hours
 - a. \$150 for trucks (utilities not included)
 - b. \$100 for stands
 - c. City utility hook ups available at select locations for a nonrefundable \$100 monthly fee
- Party at the Pier Option: Reserve a single location on Jackson Street Pier for all eight 2022 "Party at the Pier" events
 - a. \$300 for trucks (utilities included)
 - b. \$150 for stands
 - c. Fee is discounted by 50% for Annual Reservation holders who wish to reserve the same space for Party at the Pier

Budgetary Impact: The proposed fee schedule will not negatively impact the General Fund. The proposed fees will support the updated Public Vendor program developed in close collaboration with the active vendors in the city. The updated vendor program and fees are expected to help grow the number and variety of vendors operating in the City of Sandusky and improve the quality of life for our residents and visitors.

Action Requested: It is requested that City Commission approve the proposed Public Vendor Program fee schedule. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter in order for the proposed fee schedule to be immediately implemented for the issuance of 2022 Public Vendor Licenses before the Memorial Day Weekend holiday and the start of vendors' summer season.

Arin Blair, AICP
Chief Planner

I concur with this recommendation:

Eric Wobser
City Manager

Jonathan Holody
Community Development Director

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

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE FEE SCHEDULE FOR PUBLIC VENDING ESTABLISHED BY THE CITY MANAGER PURSUANT TO SECTION 735.04 OF THE CODIFIED ORDINANCES OF THE CITY OF SANDUSKY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City Commission approved amendments to Chapter 735 (Public Vendors) of the Sandusky Codified Ordinances by Ordinance No. 22-077, passed on April 25, 2022; and

WHEREAS, pursuant to Section 735.04 of the Sandusky Codified Ordinances, the City Manager has authority to establish fees charged for public vending in the City which are subject to approval by the City Commission; and

WHEREAS, the proposed fee schedule will be effective immediately and will support the updated Public Vendor program developed in close collaboration with the active vendors in the City; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order for the proposed fee schedule to be immediately approved so the issuance of the 2022 public vendor licenses can begin before the Memorial Day Weekend holiday and the start of the summer vending season; and

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

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

Section 1. Pursuant to Section 735.04 of the Codified Ordinances, this City Commission approves the proposed fees for Public Vending licenses as recommended by the City Manager to be effective immediately for the 2022 vending season, a copy of which is marked Exhibit "A" attached to this Ordinance and is specifically incorporated as if fully rewritten herein, and that these fees shall be published in the Office of the Division of Planning.

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: May 9, 2022

SANDUSKY PUBLIC VENDOR PROGRAM FEE SCHEDULE

Description		Fee
1	Registration: Required for all vendors	
	Basic vendor license to operate in the City of Sandusky. All vendors required to register.	\$50
2	Annual Reservation Option: Reserve a single location for the year to operate during regular hours	
	Annual reservation, food trucks and trailers (utilities not included)	\$150
	Annual reservation, stands (no utilities)	\$100
	City utility hook ups available at select locations for a nonrefundable monthly fee	\$100, monthly
3	Party at the Pier Option: Reserve a single location on Jackson Street Pier for all eight 2022 "Party at the Pier" events	
	Party at the Pier reservation, food trucks and trailers (utilities included)	300*
	Party at the Pier reservation, stands (no utilities)	\$150*
	*Fee is discounted by 50% for Annual Reservation holders who wish to reserve the same space for Party at the Pier	

Proposed: May 9, 2022

EXHIBIT "A"



DEPARTMENT OF COMMUNITY DEVELOPMENT

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5707
www.cityofsandusky.com

To: Eric Wobser, City Manager
From: Jonathan Holody, Community Development Director
Date: April 27, 2022
Subject: Commission Agenda Item – Purchase of Property – Mack Iron Works Vacant Land

Items for Consideration: Legislation authorizing the City Manager to enter into a Purchase Agreement with The Mack Iron Works Company to acquire permanent parcel number 56-01383.000 – vacant land on Warren Street between E. Market and Washington Street.

Background Information: The City of Sandusky successfully platted and sold three buildable lots on E. Market Street near downtown Sandusky for residential development in recent years. The practice has attracted new residents and investment into the City.

The City seeks to provide additional opportunities for new home construction through the acquisition, subdivision and sale of permanent parcel number 56-01383.000. The parcel consists of 40,066 square feet (.92 acres) of vacant land zoned commercial services. The property can be divided into at least six buildable parcels.

Budgetary Information: The negotiated purchase price is \$262,500. The City will also be responsible for paying half of the closing costs. The source of funding is the Real Estate Development Fund.

Action Requested: It is requested that the proper legislation be prepared to allow the City to enter into a Purchase Agreement for the acquisition of permanent parcel number 56-01383.000 – vacant land on Warren Street between E. Market and Washington Street. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter to allow the City to immediately proceed with execution of the agreement and conduct due diligence and inspections prior to the closing date.

I concur with this recommendation:

Eric Wobser
City Manager

Jonathan Holody
Community Development Director

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

CERTIFICATE OF FUNDS

In the Matter of: Land Purchase -Mack Iron Vacant Land

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 #248-0000-53000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 5/3/2022

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A PURCHASE AGREEMENT WITH THE MACK IRON WORKS COMPANY FOR THE PURCHASE OF REAL PROPERTY LOCATED ON WARREN STREET BETWEEN E. MARKET STREET AND E. WASHINGTON STREET, AND IDENTIFIED AS PARCEL NO. 56-01383.000; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City has successfully platted and sold three (3) buildable lots on E. Market Street near downtown Sandusky for residential development in recent years which has attracted new residents and investment into the City; and

WHEREAS, the City desires to provide additional opportunities for new home construction through the acquisition, subdivision, and sale of Parcel No. 56-01383.000 that consists of 40,066 square feet (.92 acre) of vacant land and will be divided into at least six (6) buildable parcels; and

WHEREAS, the total cost for the purchase of the property is \$262,500.00 plus closing costs and these costs will be paid with Real Estate Development Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately execute the agreement and conduct due diligence and inspections prior to the closing 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 Department of Community Development, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The City Manager is hereby authorized and directed to execute the Purchase Agreement on behalf of the City with The Mack Iron Works Company for the purchase of vacant real property on Warren Street between E. Market Street and E. Washington Street, substantially in the same form as contained in Exhibit "1", which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Ordinance.

Section 2. The City Manager and/or Finance Director are authorized and directed to expend funds for the purchase of the property identified as Parcel No.

56-01383.000, located on Warren Street between E. Market Street and E. Washington Street in Sandusky, in the amount of Two Hundred Sixty Two Thousand Five Hundred and 00/100 Dollars (\$262,500.00) plus closing costs.

Section 3. The City Manager, Finance Director, and Law Director are authorized and directed to take such other actions and measures as are incident to and reasonably necessary to effect the purchase of Parcel No. 56-01383.000, located on Warren Street between E. Market Street and E. Washington Street in Sandusky.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: May 9, 2022

PURCHASE AGREEMENT

THIS AGREEMENT (“Agreement” or “Purchase Agreement”) is entered this _____ day of _____, 2022 (“Effective Date”) by and between the City of Sandusky (“Purchaser”) and The Mack Iron Works Company (“Seller”).

1. **Property.** The Purchaser agrees to purchase from the Seller and the Seller agrees to sell to the Purchaser, approximately .92 acres of property and identified as permanent parcel 56-01383 located in the City of Sandusky, County of Erie and State of Ohio, and more fully described in the legal description marked Exhibit “A” attached to this Agreement and specifically incorporated as if fully rewritten herein, including all land, buildings (if any), improvements and fixtures (the “Property”).

2. **Purchase Price.** The Purchase Price for the Property shall be Two Hundred Sixty Two Thousand Five Hundred Dollars (\$262,500.00) which shall be paid by cashier's check or by certified check, or other negotiable instrument, which sum shall be deposited with the escrow agent on or before the closing date of this transaction and is subject to the pro-rations and adjustments set forth in this Agreement; there is no earnest money for this agreement.

3. **Earnest Money.** Buyer shall deposit Five Thousand Dollars (\$5,000.00) (the “Earnest Money with Hartung Title Agency, Inc., Sandusky, Ohio within three (3) days after the parties enter into a purchase agreement (the “Purchase Agreement”). The Earnest Money shall be applied to the Purchase Price at closing. In the event the closing does not occur for any reason, except for the breach of Purchase Agreement by the Buyer, the Earnest Money shall be fully refundable.

4. **Title Provider.** The title evidence and escrow shall be provided by Hartung Title in Sandusky, Ohio.

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

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

7. **Taxes, Assessments and Pro-rations.** Purchaser shall receive a real estate tax proration equal to the calculated tax rate for the parcel based on the current tax valuation (i.e. current tax valuation x commercial tax rate for specific tax district of the parcel x the percentage

of the tax year completed). There will be no post-closing adjustment to the proration and the Purchaser shall be responsible for any shortage to the actual bill.

8. **Closing.** This contract shall be closed, and all obligations of the parties shall be performed on or before 5:00 pm EST July 31st, 2022, or within 30 calendar days of Purchaser's satisfaction and acceptance of the Due Diligence Period as set forth in writing by Purchaser, whichever may first occur. Closing may be extended upon the mutual written consent of both parties

9. **Charges Paid through Escrow.**

- a. Including any other charges or fees set forth in this Agreement, Purchaser shall pay the following:
 - i. The cost of preparation and recording any mortgage placed on the Property by Purchaser and all costs and fees incidental thereto;
 - ii. The cost of recording the deed, any mortgage and all costs and fees incidental thereto;
 - iii. One half (1/2) the cost of insuring premiums of the Owner's Fee Policy of Title Insurance;
 - iv. One half (1/2) the cost of the escrow/closing fee.
- b. Including any other charges or fees set forth in this Agreement, Seller shall pay for:
 - i. Any amount required to discharge any mortgage of record, lien or encumbrance not permitted by this Agreement;
 - ii. Taxes and assessments due and payable on the date of transfer;
 - iii. After taxes and assessments have been prorated to the date of transfer, the amount of prorated taxes and assessments which are a lien, but not yet due and payable;
 - iv. Any real estate transfer fee or conveyance;
 - v. One half (1/2) the cost of insuring premiums of the Owner's Fee Policy of Title Insurance;
 - vi. One half (1/2) the cost of the escrow/closing fee.

10. **Conditions Precedent to Closing.**

- a. The following shall be conditions precedent to the Closing:
 - i. Seller shall order a Preliminary Title Commitment, which shall include copies of all easements and restrictions of record, and the amount and

terms of any special assessments and shall provide the Commitment to Purchaser within three (3) days of receipt.

- ii. All currently issued governmental authorizations must remain in full force and effect as of the date of Closing.
- iii. Seller agrees, to the best of its knowledge, that all representations and warranties made by the Seller shall be true and correct when made and as of the date of Closing.

11. **Seller representations and warranties.**

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

entitled to a mechanics' lien against the Property by reason of services rendered or materials furnished, or otherwise.

- viii. That the Seller has no knowledge of any pending condemnation proceedings or overtly threatened condemnation proceedings which would affect all or any part of the Property.
- ix. That, to the best of Seller's knowledge, no litigation, legal proceeding or government proceedings or investigation of any kind is pending or has been overtly threatened which would adversely affect all or part of the Property or tenancies or Purchaser's title to the same, as herein contemplated, after Closing.
- b. In the event Seller breaches, any of the above representations or warranties prior to Closing, Purchaser may terminate this Purchase Agreement. In the event Seller, does not discover the breach until after this transaction has Closed, Seller may pursue other remedies at law.
- c. All representations and warranties of Seller shall survive Closing.

12. **Due Diligence Period.** As a condition precedent to Purchasers obligations under the Purchase Agreement, Purchaser shall have Thirty (30) days from final execution of the Purchase Agreement to review and/or conduct (at Purchaser's expense) and be satisfied with all those tests, surveys, examinations, environmental assessments, soil tests, mold inspections and other studies which Purchaser may desire to conduct, and to review and/or obtain any and all documentation, including but not limited to (i) plans and specifications, (ii) acceptable site plan, (iii) acceptable traffic ingress, egress and curb cuts, (iv) proof of utility availability, (v) all applicable government approvals, licenses, permits, zoning modifications and such related notices, and (vi) review and acceptance of all existing or proposed Tenant leases (separately and collectively being the "Due Diligence Period"). Should Purchaser provide notice to Seller of its intention to terminate the Purchase Agreement for any reason, within the Purchaser's sole discretion, prior to the expiration of the Due Diligence Period, this Purchase Agreement is hereby terminated immediately.

13. **Possession.** Purchaser shall obtain possession to property at Closing.

14. **Miscellaneous.**

- a. Each party hereto is responsible to pay its own respective attorney's fees, if any, incurred in this transaction.

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

To Seller: The Mack Iron Works Company
 124 Warren Street
 Sandusky, OH 44870.
 Attn: John O. Bacon, C.E.O.

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

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

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

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

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

Agreed:

Purchaser:

By:

Eric Wobser, City Manager

Dated: _____, 2022

Seller:

By:

John O. Bacon, C.E.O.

Dated: _____, 2022

"EXHIBIT A"

Being situated in the State of Ohio, County of Erie, City of Sandusky, First Ward and being whole Lots Numbers 25 & 27 on Washington Street and part of Lots Numbers 9, 11 & 13 on Warren Street and being more definitely described as follows:

Beginning at a $\frac{1}{2}$ " iron rebar, set, at the intersection of the West line of Warren Street (66ft) with the South line of Market Street (82.50ft);

- (1) Thence South $23^{\circ}01'13''$ East along the West line of Warren Street a distance of 400.90 feet to a $\frac{1}{2}$ " iron rebar, set, at its intersection with the North line of Washington Street (99ft);
- (2) Thence South $66^{\circ}48'47''$ West along the North line of Washington Street, a distance of 133.25 feet to a $\frac{1}{2}$ " iron rebar, set, at the Southeast corner of a parcel owned by Sandusky Youth Referral Service, Inc., as recorded in Erie County Deed Volume 463 Page 484;
- (3) Thence North $23^{\circ}01'13''$ West along the East line of said Sandusky Youth parcel, the same being the East line of Lot Number 29 on Washington Street, a distance of 200.49 feet to a $\frac{1}{2}$ " iron rebar, set, on the South line of a parcel owned by Sandusky Metal Products, as recorded in Erie County Deed Volume 434 Page 104, the same being the South line of Lot Number 13 on Warren Street;
- (4) Thence North $66^{\circ}50'55''$ East along the South line of said Sandusky Metal Products parcel, a distance of 66.59 feet to a $\frac{1}{2}$ " iron rebar, set;
- (5) Thence North $23^{\circ}01'13''$ West along the East line of said Sandusky Metal Products parcel, a distance of 200.49 feet to a point on the South line of Market Street;
- (6) Thence North $66^{\circ}50'47''$ East along the South line of Market Street, a distance of 66.66 feet to a $\frac{1}{2}$ " iron rebar, set, and the point of beginning, containing 0.9198 acre, more or less, but being subject all easements and restrictions of record.

The above description was prepared from an actual survey by Daniel E. Hartung Jr., Professional Surveyor No. 5667, in December 1987. The bearings were assumed only for the purpose of indicating angles.



DEPARTMENT OF COMMUNITY DEVELOPMENT

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5707
www.cityofsandusky.com

To: Eric Wobser, City Manager
From: Jonathan Holody, Community Development Director
Date: April 27, 2022
Subject: Commission Agenda Item – Purchase of Property – Shirley A. Murray, Trustor Vacant Land

Items for Consideration: Legislation authorizing the City Manager to enter into a Purchase Agreement with Shirley A. Murray, Trustor to acquire permanent parcel numbers 56-00609.000, 56-00610.000, 56-00607.000 and 56-00608.000 – vacant land at E. Market and Perry Street.

Background Information: The City of Sandusky acquired, cleared and owns the 1.7 acre Sandusky Cabinets site at Market and Warren Street. The City seeks to acquire the adjacent vacant parcels owned by Shirley A. Murray, Trustor to ensure the coordinated development of the area.

The parcels consists of 31,198 square feet (.716 acres) of vacant land zoned Residential Multi-Family and Residential Two-family. An appraisal conducted in October 2021 by John F. Stauffer valued the property at \$85,000.

The City seeks to acquire the property and make the site available for residential development along with the adjacent Sandusky Cabinets property.

Budgetary Information: The negotiated purchase price is \$85,000. The City will also be responsible for paying half of the closing costs. The source of funding is the Real Estate Development Fund.

Action Requested: It is requested that the proper legislation be prepared to allow the City to enter into a Purchase Agreement for the acquisition of permanent parcel numbers 56-00609.000, 56-00610.000, 56-00607.000 and 56-00608.000– vacant land at E. Market and Perry Street. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter to allow the City to immediately proceed with execution of the agreement and conduct due diligence and inspections prior to the closing date.

I concur with this recommendation:

Eric Wobser
City Manager

Jonathan Holody
Community Development Director

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

CERTIFICATE OF FUNDS

In the Matter of: Land Purchase -Murray Lots

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 #248-0000-53000

By: _____

Michelle Reeder

Finance Director

Dated: 5/3/2022

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A PURCHASE AGREEMENT WITH SHIRLEY A. MURRAY, TRUSTOR FOR THE PURCHASE OF REAL PROPERTY LOCATED ON E. MARKET STREET AND PERRY STREET, AND IDENTIFIED AS PARCEL NOS. 56-00607.000, 56-00608.000, 56-00609.000, AND 56-00610.000; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, in 2009, the City acquired the former Sandusky Cabinets site consisting of 1.7 acres at Market Street and Warren Street and subsequently cleared the property to create a redevelopment site; and

WHEREAS, the City desires to acquire the adjacent vacant parcels owned by Shirley A. Murray, Trustor, Parcel Nos. 56-00607.000, 56-00608.000, 56-00609.000, and 56-00610.000, consisting of 31,198 square feet (.716 acre) to ensure the coordinated development of the area, and the parcels consist of 31,198 square feet (.716 acre) of vacant land; and

WHEREAS, the total cost for the purchase of the property is \$85,000.00 plus closing costs and these costs will be paid with Real Estate Development Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately execute the agreement and conduct due diligence and inspections prior to the closing 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 Department of Community Development, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The City Manager is hereby authorized and directed to execute the Purchase Agreement on behalf of the City with Shirley A. Murray, Trustor, for the purchase of vacant real property on E. Water Street and Perry Street, substantially in the same form as contained in Exhibit "1", which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Ordinance.

Section 2. The City Manager and/or Finance Director are authorized and directed to expend funds for the purchase of the property identified as Parcel Nos.

56-00607.000, 56-00608.000, 56-00609.000, and 56-00610.000, located on E. Water Street and Perry Street in Sandusky, in the amount of Eighty Five Thousand and 00/100 Dollars (\$85,000.00) plus closing costs.

Section 3. The City Manager, Finance Director, and Law Director are authorized and directed to take such other actions and measures as are incident to and reasonably necessary to effect the purchase of Parcel Nos. 56-00607.000, 56-00608.000, 56-00609.000, and 56-00610.000, located E. Water Street and Perry Street in Sandusky.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: May 9, 2022

PURCHASE AGREEMENT

THIS AGREEMENT ("Agreement" or "Purchase Agreement") is entered this _____ day of _____, 2022 ("Effective Date") by and between City of Sandusky or its assignee, ("Purchaser") and Shirley A. Murray, Trustor ("Seller").

1. **Property.** Including all property designated as parcels 56-00609.000, 56-00610.000, 56-00607.000 and 56-00608.000 located in the City of Sandusky, County of Erie and State of Ohio, including all land, buildings (if any), improvements and fixtures (the "Property"), with a total acreage of approximately .716 acres.

2. **Purchase Price.** The Purchase Price for the Property shall be Eighty Five Thousand Dollars (\$85,000.00) payable which shall be paid by cashier's check or by certified check, or other negotiable instrument, which sum shall be deposited with the escrow agent on or before the closing date of this transaction and is subject to the pro-rations and adjustments set forth in this Agreement; there is no earnest money for this agreement.

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

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

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

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

7. **Closing.** This contract shall be closed, and all obligations of the parties shall be performed on or before 5:00 pm EST July 31, 2022, or within 30 calendar days of Purchaser's satisfaction and acceptance of the Due Diligence Period as set forth in writing by Purchaser, whichever may first occur. Closing may be extended upon the mutual written consent of both parties.

8. **Charges Paid through Escrow.**

_____ Buyer

_____ Seller

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

9. **Conditions Precedent to Closing.**

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

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

10. **Seller representations and warranties.**

- a. To the best of its knowledge after reasonable inquiry, Seller represents and warrants the following:
 - i. Purchaser shall receive free and clear title to the Property by Limited Warranty (or appropriate) from the Seller and that existing mortgages, not assumed or assigned to Purchaser, on the Property will be satisfied no later than the date of Closing. In the event Seller is unable to convey such title to the Property, then Purchaser may terminate the Agreement and all monies paid or deposited by Purchaser shall be returned and all obligations under the Agreement shall terminate.
 - ii. All information delivered to Purchaser, including but not limited to leases, reports, contracts, agreements, prior appraisals, surveys, the absence of pending or threatened litigation and full disclosure of all other relevant information regarding the property provided is true and accurate.
 - iii. The persons or entities signing this Agreement and all Closing documents, including the Deed, have due authority to deliver title to the Property.
 - iv. The Seller shall continue compliance with all applicable zoning and use laws, rules and regulations.
 - v. That the Property shall be maintained substantially in its present condition until Closing.
 - vi. That Seller has no knowledge of any present or future improvements by a public authority, any part of the cost of which would or might be assessed against the Property, and Seller has no knowledge of any current or contemplated future assessments of any kind.
 - vii. That, except as to those improvements disclosed to Purchaser, no improvements have been or will be made to the Property within sixty (60) days of the date of Closing such that any person or entity is entitled to a mechanics' lien against the Property by reason of services rendered or materials furnished, or otherwise.
 - viii. That the Seller has no knowledge of any pending condemnation proceedings or overtly threatened condemnation proceedings which would affect all or any part of the Property.

- ix. That, to the best of Seller's knowledge, no litigation, legal proceeding or government proceedings or investigation of any kind is pending or has been overtly threatened which would adversely affect all or part of the Property or tenancies or Purchaser's title to the same, as herein contemplated, after Closing.
- b. In the event Seller breaches, any of the above representations or warranties prior to Closing, Purchaser may terminate this Purchase Agreement and receive the return receipt of its earnest money deposit. In the event Seller, does not discover the breach until after this transaction has Closed, Seller may pursue other remedies at law.
- c. All representations and warranties of Seller shall survive Closing.

11. **Due Diligence Period.** As a condition precedent to Purchasers obligations under the Purchase Agreement, Purchaser shall have Sixty (60) days from final execution of the Purchase Agreement to review and/or conduct (at Purchaser's expense) and be satisfied with all those tests, surveys, examinations, environmental assessments, soil tests, mold inspections and other studies which Purchaser may desire to conduct, and to review and/or obtain any and all documentation, including but not limited to (i) plans and specifications, (ii) acceptable site plan, (iii) acceptable traffic ingress, egress and curb cuts, (iv) proof of utility availability, (v) all applicable government approvals, licenses, permits, zoning modifications and such related notices, and (vi) review and acceptance of all existing or proposed Tenant leases (separately and collectively being the "Due Diligence Period"). Should Purchaser provide notice to Seller of his intention to terminate the Purchase Agreement for any reason, within his sole discretion, prior to the expiration of the Due Diligence Period, this Purchase Agreement is hereby terminated immediately and the earnest money deposit shall be immediately returned to Purchaser. Both parties mutually agree to extend the Due Diligence Period should initial findings indicate a need for additional environmental testing or assessment.

12. **Possession.** Purchaser shall obtain possession to property at Closing.

13. **City Commission Approval:** Purchaser and Seller acknowledge and agree that Purchaser's obligations under this Agreement shall be subject to obtaining permission or approval from the Sandusky City Commissioners.

14. **Miscellaneous.**

- a. **Time is of the essence of this contract.**
- b. Each party hereto is responsible to pay its own respective attorney's fees, if any, incurred in this transaction.

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

To Seller: James W. Murray
358 N. Main Street
Huron, OH 44839

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

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

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

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

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

Agreed:

Purchaser:

By: _____

Its: _____

Dated: _____, 2022

Seller:

By: _____

Dated: _____, 2022



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

To: Eric L. Wobser, City Manager

From: Jonathan Holody, Community Development Director

Date: April 27, 2022

Subject: Commission Agenda Item – ED Fund Grant Agreement – Saucy Brew Works Sandusky LLC

Items for Consideration: Legislation approving a Grant Agreement with Saucy Brew Works Sandusky LLC for the purposes of furthering economic development and commercial revitalization efforts in the City.

Background Information: Saucy Brew Works Sandusky LLC has secured a lease for the former Zinc Brasserie and Boom Town Coffee location at 215 – 217 E. Water Street. The company seeks to renovate the space into a new Saucy Brew Works restaurant and coffee shop.

The new Saucy location will feature craft beer, pizza and coffee. The new restaurant and bar is expected to employ an average of 18 full time equivalent employees.

The initial phase of redevelopment at the property will consist of new flooring, painting, signage, equipment, design services, licensing fees, inventory and working capital at a total cost of \$250,506.

The City's Landmark Commission approved a Certificate of Appropriateness for the company's proposed exterior improvements on March 16th, 2022. A grant in the amount of \$47,500 was recommended for approval by the Economic Development Incentive Committee at its meeting on April 26th, 2022.

Budgetary Information: The City will be responsible for providing a total of \$47,500 in grant proceeds from the Economic Development Capital Projects Fund on a reimbursable basis. The project will have an ongoing positive impact on the general fund due to increased lodging and property taxes.

Action Requested: It is requested that the proper legislation be prepared to allow the City to enter into a Grant Agreement with the company. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter in order to immediately approve the Grant Agreement to ensure the timely completion of the project.

I concur with this recommendation:

Eric L. Wobser
City Manager

Jonathan Holody
Community Development Director

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

CERTIFICATE OF FUNDS

In the Matter of: Economic Development Grant- Saucy Brew

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

Account #431-4070-53000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 5/3/2022

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND APPROVING A GRANT IN THE AMOUNT OF \$47,500.00 THROUGH THE ECONOMIC DEVELOPMENT FUND PROGRAM TO THE SAUCY BREW WORKS SANDUSKY LLC, IN RELATION TO THE PROPERTY LOCATED AT 215-217 EAST WATER STREET; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, Saucy Brew Works Sandusky LLC has secured a lease at the former Zinc Brasserie and Boom Town Coffee location at 215-217 E. Water Street and plans to renovate the space into a new Saucy Brew Works restaurant and coffee shop that will feature craft beer, pizza and coffee and the renovations will consist of new flooring, painting, signage, equipment, design services, licensing fees, inventory and working capital at a total cost of \$250,506.00; and

WHEREAS, the City has determined that the development of the Property with the Project pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City and for the health and safety and welfare of its residents, and are necessary to improve the economic and general welfare of people of the City; and

WHEREAS, a Certificate of Appropriateness has been issued by the Landmark Commission for the proposed exterior improvements at their meeting on March 16, 2022; and

WHEREAS, the Economic Development Incentive Committee met on April 26, 2022, and is recommending to approve a grant to the Saucy Brew Works Sandusky LLC, in the amount of \$47,500.00 to assist with renovation costs; 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 approve the Grant Agreement to ensure the timely completion of the project; and

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

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

Section 1. This City Commission authorizes and directs the City Manager to enter into a Grant Agreement with the Saucy Brew Works Sandusky, LLC, for financial assistance through the Economic Development Fund Program for the purpose of furthering economic development, substantially in the same form as Exhibit "A", a copy of which is attached to this Ordinance and is specifically

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

Section 2. This City Commission authorizes and approves the grant funding to the Saucy Brew Works Sandusky LLC, in an amount **not to exceed** Forty Seven Thousand Five Hundred and 00/100 Dollars (\$47,500.00) from the Economic Development Capital Projects Fund of the City of Sandusky pursuant to and in accordance with the terms of the Grant Agreement.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: May 9, 2022

GRANT AGREEMENT

This Grant Agreement (the "Agreement") is made and entered into as of the _____ day of _____, 2022 between the CITY OF SANDUSKY, OHIO (the "City"), a municipal corporation and political subdivision duly organized and validly existing under the Constitution, its Charter, and the laws of the State of Ohio, and Saucy Brew Works Sandusky LLC ("the Company"), an Ohio Limited Liability Company.

WITNESSETH:

WHEREAS, the Company will lease the commercial property at 215 – 217 E. Water Street, Sandusky, Ohio 44870 and further identified as Permanent Parcels #56-00126.000 and 56-00128.000 (the "Property"); and

WHEREAS, the Company plans renovate the property and operate a new Saucy Brew Works restaurant and coffee shop featuring craft beer, pizza and coffee thereby creating a unique food and dining amenity to residents and visitors in Sandusky; and

WHEREAS, the new business project at the Property will consist of interior and exterior renovations including new flooring, painting, and signage, equipment, design and licensing fees, inventory and working capital at a total cost of \$250,506.00 (the "Project"); and

WHEREAS, the Project will generate property and income tax revenue and create employment opportunities in the City of Sandusky; and

WHEREAS, to induce the Project, the City has agreed to provide economic incentive grants to the Company to assist in the payment of a portion of the costs of the Project as further described in Section 1 hereof; and

WHEREAS, the City has determined that this Project pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City and for the health and safety and welfare of its residents, and are necessary to improve the economic and general welfare of people of the City;

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

Section 1. City Grant.

The City agrees to grant up to \$47,500.00 in the form of an Economic Development Fund grant to the Company (the "City Grant") toward the costs of the Project, which shall be disbursed upon the completion of the Project. This City Grant shall be disbursed from the 2022 Economic Development Capital Projects Fund (the "Fund"). This City Grant will not increase if the applicant chooses to make additional improvements not contemplated in the grant application. The City reserves the right to make adjustments to the awarded grant amount, if recommended by the Economic Development Incentive Committee, for substantive changes to the project scope only. Construction must be done in accordance with and to the reasonable satisfaction of the City, which includes, but is not limited to, compliance with all Planning, Zoning and Building code regulations, and other applicable codes and regulations of the City,

including obtaining permits. Furthermore, the Company agrees to display a sign during construction and for at least one (1) year upon completion of the Project noting the City's support; and

The Company shall notify the City promptly following the completion of the Project consistent with this Section and provide the City with any documents it reasonably requests related to Project costs and construction. The City shall then promptly review those documents and inspect the site and let the Company know if it has satisfied the conditions set forth in this Section and, if not, describe what is found to be deficient. In order to receive the City Grant, the Project will need to be completed by December 31, 2022. This date may be extended at the discretion of the City Manager.

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

Section 2. Authority to Sign.

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

Section 3. Assignment or Transfer.

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

Section 4. Choice of Law.

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

Section 5. Binding Agreement.

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

Section 6. Miscellaneous.

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

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

(ii) TO THE COMPANY: Saucy Brew Works Sandusky LLC

215 E. Water Street
Sandusky, OH 44870
Attn: Brian Zimmerman

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

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

SIGNATURES EXECUTED ON THE FOLLOWING PAGE

EXHIBIT "A"

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

Saucy Brew Works Sandusky LLC
An Ohio limited liability company

Title: Member

CITY OF SANDUSKY

Title: City Manager

EXHIBIT "A"

The legal form of the within instrument
Is hereby approved.

Director of Law
City of Sandusky

CERTIFICATE OF DIRECTOR OF FINANCE

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

Michelle Reeder, Finance Director

EXHIBIT "A"