



**SANDUSKY CITY COMMISSION  
REGULAR SESSION AGENDA  
JULY 11, 2022 AT 5 P.M.  
CITY HALL, 240 COLUMBUS AVENUE**

INVOCATION	Blake Harris
PLEDGE OF ALLEGIANCE	
CALL TO ORDER	
ROLL CALL	M. Meinzer, W. Poole, D. Murray, D. Brady, S. Poggiali, D. Waddington, B. Harris
APPROVAL OF MINUTES	June 27, 2022
AUDIENCE PARTICIPATION	
PRESENTATIONS:	Eric Wobser, City Manager, Sandusky Development Priorities Joe Roman, President, Erie County Chamber, Greater Sandusky Partnership
COMMUNICATIONS	Motion to accept all communications submitted below
CURRENT BUSINESS	

**CONSENT AGENDA ITEMS**

**ITEM A – Submitted by Cathy Myers, Commissions Clerk**

**LIQUOR PERMIT FOR URBAN WAVE ENTERPRIZES LLC – WARREN ST BAR & GRILL**

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

**Notice to Legislative Authority for a Transfer of D5 License** (spirituous liquor for on premises consumption only, beer, wine and mixed beverages for on premises, or off premises in original sealed containers, until 2:30am) **from Michael Townsend, DBA Townhall Tavern to Urban Wave Enterprises LLC, DBA Warren St Bar & Grill located at 1172 Cleveland Road.**

**ITEM B**

**AMENDING ORDINANCE NO. 22-110 TO CORRECT SCRIVENER'S ERRORS**

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

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed amending Ordinance No. 22-110, passed on June 13, 2022, to correct scrivener's errors; Part One (Administrative Code), Title Five (Officers and Departments), Chapter 145 (Employment Provisions), Section 145.11 (Vacations) and Section 145.20 (Funeral Leave) 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 C – Submitted by Jane Cullen, Assistant Public Works Engineer**

**APPROVING ENCROACHMENT LICENSE TO FIRELANDS REGIONAL MEDICAL CENTER FOR AN EXISTING SIGN**

**Budgetary Information:** There will be a fee for the recording of the right-of-way dedication plat at the Erie County Recorder's office, which will be paid with the Street Fund.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing the City Manager to enter into a license agreement with Firelands Regional Medical Center to provide for the use of a certain portion of the City's rights-of-way, as described in the grant of a license for encroachment, for purposes of maintaining signage; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

**ITEM D – Submitted by James Stacey, Transit Administrator**

**AGREEMENT FOR TRANSPORTATION SERVICES WITH ERIE COUNTY VETERANS SERVICE COMMISSION**

**Budgetary Information:** STS will receive \$8.00 per passenger trip for every trip inside Erie County provided to The Erie County Veterans Service Commission for the length of the proposed contract. This money collected will be used to offset the capital planning and operating expenses through the 2022-2023 5311 Rural Grant Program.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement for transportation services between the City of Sandusky and Erie County Veterans Service Commission for services related to the Sandusky Transit System for the period of July 12, 2022, through December 31, 2023; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

**REGULAR AGENDA ITEMS**

**ITEM 1 – Submitted by Michelle Reeder, Finance Director**

**BUDGET AMENDMENT #3**

**Budgetary Information:** Appropriation amendments are required to update the 2022 budget. Amendments included for these funds: General Fund, Transit Fund, Federal Grants Fund, Court Computerization Fund, Municipal Probation Fund, Water Fund, and the Capital Projects Fund.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed adopting Amendment No. 3 to Ordinance No. 22-004 passed by this City Commission on January 10, 2022, making general appropriations for the fiscal year 2022; and declaring this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

**ITEM 2 – Submitted by Aaron Klein, Public Works Director**

**PERMISSION TO BID THE SANDUSKY JUSTICE CENTER PROJECT**

**Budgetary Information:** The engineer’s estimate for construction costs is \$13,177,301 with 40% attributed to the Sandusky Municipal Court and 60% attributed to the Sandusky Police Department. The City anticipates issuing debt for this project. Debt service payments will be paid from Capital Projects and General Bond Retirement funds.

**RESOLUTION NO. \_\_\_\_\_:** It is requested a resolution be passed declaring the necessity for the City to proceed with the proposed Sandusky Justice Center 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 this resolution shall take immediate effect in accordance with Section 14 of the City Charter.

**ITEM 3 – Submitted by Aaron Klein, Public Works Director**

**APPROVAL CHANGE ORDER #1 & FINAL FOR CEDAR POINT CAUSEWAY WETLANDS PROJECT**

**Budgetary Information:** This original contract totaled \$2,978,325.00. Change Order #1 and Final increases the total contract amount by \$9,035.35 for a total contract amount of \$2,987,360.35, which will be entirely reimbursed through existing ODNR grant funds.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance authorizing and directing the City Manager to approve the first and final change order for work performed by Mark Excavating & Trucking, Inc. of Norwalk, Ohio, for the Cedar Point Causeway Wetland Project, Phase 1, and relating to the Sandusky Bay Initiative, in the amount of \$9,035.35; 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**

**PERMISSION TO BID PERKINS AVENUE WATERLINE & RESURFACING PROJECT**

**Budgetary Information:** The engineer’s estimate for the construction costs is \$4,393,048.48, which the City will be applying for OWDA funds in the future, and is estimated to be split between the following:

Fund	Amount
OPWC - grant	\$ 325,000.00
OPWC - loan (0%)	\$ 145,049.00
OWDA - loan (Water)	\$ 2,710,457.14
OWDA - loan (Sewer/STO)	\$ 436,611.52
City Issue 8	\$ 775,930.82
<b>TOTAL:</b>	<b>\$ 4,393,048.48</b>

**RESOLUTION NO. \_\_\_\_\_:** It is requested a resolution be passed declaring the necessity for the City to proceed with the proposed Perkins Avenue Waterline and Resurfacing 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 this resolution shall take immediate effect in accordance with Section 14 of the City Charter.

**ITEM 5 – Submitted by Nichole Grohe, Community Development Program Administrator**

**PROPERTY ACQUISITION FOR RESIDENTIAL PROPERTY AT 3201 W. MONROE STREET**

**Budgetary Information:** The city will be responsible for paying \$100,000 (plus closing costs) for the purchase of the residential property located at 3201 W. Monroe Street. The source of funding is the Community Development Block Grant COVID (CDBG-CV) Funds.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance authorizing and directing the City Manager to enter into a purchase and sale agreement with Gale A. Dauch Trustee for the purchase of real property located at 3201 West Monroe Street, and identified as Parcel No. 59-01180.000; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

**ITEM 6 – Submitted by Mario D’Amico, Fire Chief**

**PURCHASE OF A 2024 MEDIUM DUTY FREIGHTLINER AMBULANCE**

**Budgetary Information:** The total amount for the 2024 Medium Duty Freightliner Ambulance purchase is \$294,728.00. This purchase will be paid with monies from the EMS Fund and Capital Projects Funds.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance declaring a 2007 Medium Duty Freightliner Ambulance, vin #1FVACWCT67HY15677, as unnecessary and unfit for City use pursuant to Section 25 of the City Charter; authorizing and directing the City Manager to enter into an agreement for the purchase of a 2024 Medium Duty Freightliner Ambulance through the State of Ohio Cooperative Purchasing Program from Horton Emergency Vehicles of Grove City, Ohio; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

**ITEM 7 – Submitted by Jonathan Holody, Community Development Director**

**FY2022 GREATER SANDUSKY PARTNERSHIP PROFESSIONAL SERVICES AGREEMENT**

**Budgetary Information:** The City will be responsible for paying up to \$150,000. The source of funding is the Capital Projects Fund.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance authorizing and directing the City Manager to enter into an agreement for professional services with Greater Sandusky Partnership for certain economic development and marketing services; 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](http://www.CityofSandusky.com/Live) – Click “Play” 

NOTICE TO LEGISLATIVE  
AUTHORITY

OHIO DIVISION OF LIQUOR CONTROL  
6606 TUSSING ROAD, P.O. BOX 4005  
REYNOLDSBURG, OHIO 43068-9005  
(614)644-2360 FAX(614)644-3166

TO

9171172			TFOL	URBAN WAVE ENTERPRISES LLC DBA WARREN ST BAR & GRILL 1172 CLEVELAND RD SANDUSKY OH 44870
PERMIT NUMBER			TYPE	
02	01	2018		
ISSUE DATE				
06	06	2022		
FILING DATE				
D5				
PERMIT CLASSES				
22	077	B	F27785	
TAX DISTRICT		RECEIPT NO.		

FROM 06/23/2022

9032750				MICHAEL TOWNSEND DBA TALLTOWN TAVERN 1109 WARREN ST SANDUSKY OH 44870
PERMIT NUMBER			TYPE	
02	01	2018		
ISSUE DATE				
06	06	2022		
FILING DATE				
D5				
PERMIT CLASSES				
22	077			
TAX DISTRICT		RECEIPT NO.		



MAILED 06/23/2022

RESPONSES MUST BE POSTMARKED NO LATER THAN. 07/25/2022

**IMPORTANT NOTICE**

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL  
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.  
REFER TO THIS NUMBER IN ALL INQUIRIES **B TFOL 9171172**

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

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

WE DO NOT REQUEST A HEARING. ☐

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

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

(Signature)

(Title)- ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council

☐ Township Fiscal Officer

CLERK OF SANDUSKY CITY COUNCIL  
240 COLUMBUS AVE  
SANDUSKY OHIO 44870

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

AN ORDINANCE AMENDING ORDINANCE NO. 22-110, PASSED ON JUNE 13, 2022, TO CORRECT SCRIVENER'S ERRORS; PART ONE (ADMINISTRATIVE CODE), TITLE FIVE (OFFICERS AND DEPARTMENTS), CHAPTER 145 (EMPLOYMENT PROVISIONS), SECTION 145.11 (VACATIONS) AND SECTION 145.20 (FUNERAL LEAVE) 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**, this City Commission approved the amendment of Part One (Administrative Code), Title Five (Officers and Departments), Chapter 145 (Employment Provisions), Section 145.11 (Vacations), of the Codified Ordinances of the City of Sandusky by Ordinance No. 22-110, passed on June 13, 2022; and

**WHEREAS**, it was recently discovered that errors were made on Ordinance No. 22-110 within Section 145.11 (Vacations) and Section 145.20 (Funeral Leave) necessitating these corrections; 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 correct the errors 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 of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. This City Commission hereby amends ordinance No. 22-110, passed on June 13, 2022, to correct scrivener's errors.

**CORRECTIONS ARE IN BLUE PRINT**

Section 2. Part One (Administrative Code), Title Five (Officers and Departments), Chapter 145 (Employment Provisions), Section 145.11 (Vacations) of the Codified Ordinance of the City of Sandusky should be corrected to read as follows:

145.11 VACATIONS.

(a) Except as otherwise set forth, permitted, provided, and allowed herein, all full-time City officers and/or employees, hired prior to December 22, 2008, whose pay is fixed on a ~~monthly~~ **biweekly** basis and who are not presently covered by a collective bargaining agreement with AFSCME Local No. 1519, IAFF Local No. 327 or F.O.P. **Ohio Labor Council, Inc. Lodge No. 17** shall be entitled to annual vacation leave with full pay in accordance with the following schedule:

- (1) One through five completed years of total service credit, two work weeks;
- (2) Six through ten completed years of total service credit, three work weeks;
- (3) Eleven through fifteen completed years of total service credit, four work weeks;
- (4) Sixteen through twenty-four completed years of total service credit, five work weeks.
- (5) Twenty-five or more completed years of total service credit, six work weeks.

**(b) Effective July 1, 2022,** ~~Except as otherwise set forth, permitted, provided and allowed herein, all full-time City officers and/or employees, hired after December 22, 2008, whose pay is fixed on a monthly biweekly basis and who are not presently covered by a collective bargaining agreement with AFSCME Local No. 1519, IAFF Local No. 327, or F.O.P. Ohio Labor Council, Inc. Lodge No. 17 shall be entitled to annual vacation leave with full pay in accordance with the following schedule:~~

- (1) ~~One~~ **Zero through three** completed year of total service credit, **eighty (80) hours** ~~one work week;~~
- ~~(2) Two completed years of total service credit, one and one half work week;~~
- (32) ~~Three~~ **Four** through five completed years of total service credit, **one hundred (100) hours** ~~two work weeks;~~
- (43) Six through ~~ten eight~~ completed years of total service credit, **one hundred and twenty (120) hours** ~~two and one half work weeks;~~
- ~~(5) Nine through eleven completed years of total service credit, three work weeks;~~
- (64) ~~Twelve~~ **Eleven** through fourteen completed years of total service credit, **one hundred and forty (140) hours** ~~three and one half work weeks;~~
- (75) Fifteen through eighteen completed years of total service credit, **one hundred and sixty (160) hours** ~~four work weeks;~~
- (86) Nineteen through twenty-one completed years of total service credit, **one hundred and eighty (180) hours** ~~four and one half work weeks;~~
- (97) Twenty-two or more completed years of total service credit, **two hundred (200) hours** ~~five work weeks.~~

~~(b)~~ **Upon their date of hire, employees shall receive vacation hours corresponding to their years of total service credit. Thereafter, t** ~~The vacations hours set forth in subsections (a) and (b) hereof shall be earned on a prorated basis each pay period based on the officer's or employee's date of hire (anniversary date). Accumulated vacation shall be used only on and after the annual date earned but prior to the succeeding anniversary date. Vacation hours earned shall accrue and be due upon the employee's subsequent anniversary date. Vacation hours and shall be used only on or after the date accrued but prior to the succeeding anniversary date. Vacation leave may be used at times approved by the employee's supervisor or the City Manager. Vacation leave for the City Manager shall be approved by the City Commission. With approval of their Department Head and the City Manager, employees may carry over, or take the equivalent in salary, of up to 80 hours of unused vacation time annually. The City Commission must approve the carryover/pay-out for the City Manager. Officers or employees who have eleven or more completed years of total service~~



~~may also receive the fourth, fifth and/or sixth week of vacation in a cash payment with the approval of the City Manager.~~

(ed) The City shall credit an employee with prior service in computing vacation leave as required by Section 9.44 of the Ohio Revised Code.

~~(de) The City Manager or appointing authority may consider previous public or private employment experience and credit the incoming employee with years of service for calculating vacation leave time if it is deemed necessary to secure the services of a qualified individual to further the Mission and operations of the City. All such periods of prior employment for which credit is allowed hereunder shall be utilized in the computation and allowance of vacation annual leave under this section in the same manner in which service with the City is utilized. Such credit will be applied on an individual basis. The Administrative Benefits Review Committee shall review the request and make a recommendation to the Commission for approval.~~

~~(ef) Vacation leave shall not be used during the first year of employment. Nor shall any~~ **Vacation leave shall not** be used in excess of the amount of accumulated vacation leave available.

~~(fg)~~ Upon separation with at least one year of service, the employee shall be entitled to a payout ~~for all accrued but~~ **for earned but** unused vacation leave. **Any payout under this section shall be prorated based on the amount of time worked from the employee's last anniversary date.** Such leave shall be paid out at the employee's hourly rate at the time of separation.

~~(Ord. 08-146. Passed 12-22-08.)~~

Section 3. Part One (Administrative Code), Title Five (Officers and Departments), Chapter 145 (Employment Provisions), Section 145.20 (Funeral Leave) of the Codified Ordinance of the City of Sandusky should be corrected to read as follows:

145.20 FUNERAL LEAVE.

**(a)** Each City employee whose pay is fixed on a ~~biweekly-monthly~~ basis and who is not presently covered by a collective bargaining agreement with AFSCME Local No. 1519, IAFF Local No. 327 and F.O.P. **Ohio Labor Council, Inc. Lodge No. 17** may be granted funeral leave without loss of pay or accumulated sick leave **for a maximum of four (4) work days, but limited to no more than two (2) work days after the day of the funeral due to the death of a father, mother, spouse, child, step-child, foster child, grandparent, brother, sister, spouse's father, spouse's mother, grandchild, step-grandparent, step-sibling and step-parent or as otherwise authorized by the City Manager.** ~~due to the death of his or her father, mother, stepfather, stepmother, sister, brother, spouse, child, stepchild, foster child, grandparent, step grandparent, grandchild, step grandchild, spouse's mother, spouse's father, spouse's brother or sister, spouse's grandparent, son-in-law or daughter-in-law, aunts or uncles, nieces or nephews, or as otherwise authorized by the City Manager, for a maximum of four (4) work days, but limited to no more than two (2) work days after the day of the funeral.~~

**A maximum of two (2) workdays due to the death of a brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt, uncle, niece, nephew or**

employee's spouse's grandparent or as otherwise authorized by the City Manager.

(ba) Application for funeral leave ~~shall be made on forms provided by the employer and~~ shall be approved by the City Manager or designee.

~~(Ord. 08-146. Passed 12-22-08.)~~

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.

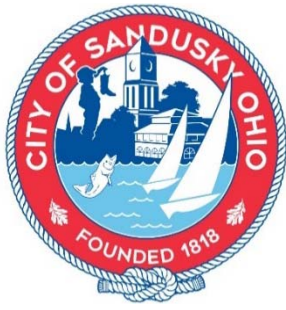
\_\_\_\_\_  
RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION

ATTEST:

\_\_\_\_\_  
CATHLEEN A. MYERS  
CLERK OF THE CITY COMMISSION

Passed: July 11, 2022





## DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Jane E. Cullen, P.E.

Date: June 29, 2022

**Subject: Commission Agenda Item – 1912 Hayes Avenue, Encroachment at Southeast corner of Hayes Avenue and Pierce Street**

**ITEM FOR CONSIDERATION:** Legislation to approve an Encroachment License for portions of city right of way located at 1912 Hayes Avenue, Sandusky, OH at the southeast corner of Hayes Avenue and Pierce Street for a portion of an existing hospital sign.

**BACKGROUND INFORMATION:** During the design phase on the ERI-SR4-10.66 (Hayes Avenue) Project, the consulting firm Carpenter Marty, discovered an encroachment of the existing Firelands Regional Medical Center South Campus sign was encroaching onto City right-of-way and did not have a current License agreement in Place. The City has no plans in removing the existing signage, however, to keep consistent with current city procedures we have made contact with the property owners to sign into an encroachment agreement for 10 square feet, which will then be recorded with the Erie County Recorder's office.

There are no known conflicts with existing public infrastructure. The licensee acknowledges that this Encroachment License is terminable at the will of the City.

**BUDGETARY INFORMATION:** There will be a fee for the recording of the right-of-way dedication plat at the Erie County Recorder's office which will be paid with the Street Fund.

**ACTION REQUESTED:** It is recommended that proper legislation be prepared to grant an Encroachment License to Firelands Regional Medical Center at 1912 Hayes Avenue, Sandusky, OH 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 execution and recording of the agreement in order for the design consultant, Carpenter Marty, to meet the ODOT deadline of August 26, 2022 for completed Stage 3 Plans which include R/W clearance.

I concur with this recommendation:

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Eric Wobser  
City Manager

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Aaron Klein, P.E.  
Director

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

## CERTIFICATE OF FUNDS

In the Matter of: Hayes Ave Encroachment Recording

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

Account #216-7700-53000

By: 

Michelle Reeder

Finance Director

Dated: 6/1/2022

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

**AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A LICENSE AGREEMENT WITH FIRELANDS REGIONAL MEDICAL CENTER TO PROVIDE FOR THE USE OF A CERTAIN PORTION OF THE CITY’S RIGHTS-OF-WAY, AS DESCRIBED IN THE GRANT OF A LICENSE FOR ENCROACHMENT, FOR PURPOSES OF MAINTAINING SIGNAGE; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, certain property of the City is currently platted as City right-of-way including the property identified and more fully described in Exhibit “A”; and

**WHEREAS**, the City Commission approved an agreement for professional design services with Carpenter Marty Transportation, Inc. of Columbus, Ohio, for the Healthy Hayes Safety Improvements Project by Ordinance No. 20-078, passed on May 11, 2020; and

**WHEREAS**, the Healthy Hayes Safety Improvements Project includes full traffic signal reconstruction at Pierce Street and Columbus Avenue intersections, signal upgrades at Osborn and Tyler Street intersections, high visibility crosswalk markings at all crosswalks, school zone flashers on Hayes Avenue, Rectangular Rapid Flash Beacons (RRFBS) at Johnson Street and Firelands south campus, and pavement marking upgrades from Pierce Street to Osborne Street; and

**WHEREAS**, during the design phase of the Healthy Hayes Safety Improvements Project, (ERI-SR4-10.66, PID 109523), the consultant, Carpenter Marty Transportation, Inc. discovered an existing Firelands Regional Medical Center South Campus sign was encroaching onto City right-of-way without a proper license; and

**WHEREAS**, this proposed License for Encroachment will allow the property owner, Firelands Regional Medical Center, to retain and maintain their existing hospital sign, in which a portion is within the City’s right-of-way located at the southeast corner of Pierce Street and Hayes Avenue; and

**WHEREAS**, this City Commission, under powers of Local self-government granted to the City by Article XVIII of the Ohio Constitution and Section 3 and Section 25 of the Charter of the City of Sandusky, has the power to change the use of City property to a use that would be of greater benefit and use to the public; 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 execution and recording of the Grant of a License for Encroachment in order for the design consultant, Carpenter Marty Transportation, Inc. to meet the Ohio Department of Transportation’s deadline of August 26, 2022, for completion of Stage 3 Plans, which include right-of-way clearance; 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 the Grant of a License for Encroachment Agreement with Firelands Regional Medical Center, 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 City's public purpose as set forth in the preamble hereto.

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: July 11, 2022

## **GRANT OF A LICENSE FOR ENCROACHMENT ON THE SOUTH EAST CORNER OF PIERCE STREET AND HAYES AVENUE**

This License Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2022, between the City of Sandusky, Ohio (the "City") whose tax mailing address is 240 Columbus Avenue, Sandusky, Erie County, Ohio, 44870, and Firelands Regional Medical Center (the "Licensee"), an Ohio non-profit corporation, whose tax mailing address is 1111 Hayes Avenue, Sandusky, Erie County, Ohio 44870 under the following conditions and circumstances:

- A. The City is the Owner and Trustee for the general public of the rights-of-way as defined by the Ohio Revised Code, Section 4511.01(uu), including Pierce Street and Hayes Avenue, and is more fully described in Exhibit "A" which is attached to this License Agreement and is specifically incorporated as if fully rewritten herein.
- B. The Licensee is the occupant of the real estate adjoining Pierce Street and Hayes Avenue located at 1912 Hayes Avenue and is more fully described in Exhibit "A" which is attached to this License Agreement and is specifically incorporated as if fully rewritten herein.
- C. The Licensee desires to maintain an existing hospital sign (the "Encroachment") for use by the general public in conjunction with the Licensee's business located at 1912 Hayes Avenue, Sandusky, Ohio, and as more fully described in Exhibit "A" and Exhibit "B" which are attached to this License Agreement and are specifically incorporated as if fully rewritten herein.
- D. The City is willing to grant to Licensee a temporary license to maintain the Encroachment for so long as the Licensee remains the occupant of the property to the south side of Pierce Street right-of-way and provided the Encroachment is not substantially altered.

**NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION PAID, THE PARTIES AGREE AS FOLLOWS:**

1. The City grants to the Licensee the license and permission to retain and maintain the Encroachment as more fully described in Exhibit "A" and Exhibit "B", which are attached to this License Agreement and are specifically incorporated as if fully rewritten herein, for so long as the Licensee remains the occupant of the real property located at 1912 Hayes Avenue, Sandusky, Ohio, and provided the Encroachment is not substantially altered and the Licensee

- complies with all legal requirements and the Licensee acknowledges that this grant of a license is terminable at the will of the City;
2. The Licensee agrees that, except for the license granted pursuant to this Agreement, the Licensee makes no claim of right and has no interest or title in any part of the property and the Licensee further agrees that the maintenance of the Encroachment shall not, at any time, be deemed or construed to be an adverse possession of any part of the City's right-of-way;
  3. The Licensee agrees to maintain the Encroachment for the use by the general public in conjunction with the Licensee's business located at 1912 Hayes Avenue, Sandusky, Ohio, and further agrees to indemnify and hold harmless the City, including its officials, employees, boards, commissions, and agents, from any and all loss, damage, expense, or liability arising from the maintenance of the Encroachment;
  4. This Agreement shall not be construed to run with the land and is only a temporary license, terminable at the will of the City.

# EXHIBIT "1"

**SIGNATURE PAGES TO FOLLOW**



IN WITNESS WHEREOF, the parties have hereunto set their hands on the dates indicated below:

SIGNED AND ACKNOWLEDGED  
IN THE PRESENCE OF:

CITY:  
CITY OF SANDUSKY

\_\_\_\_\_  
\_\_\_\_\_

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

State of Ohio     )  
                              ) ss:  
County of Erie    )

Before me a Notary Public for the State of Ohio, appeared the above named, Eric L. Wobser, City Manager of the City of Sandusky, who acknowledged that he signed the foregoing instrument and that the signing was a free act.

IN TESTIMONY WHEREOF, I have hereto subscribed my name and affixed my seal  
this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

SIGNED AND ACKNOWLEDGED  
IN THE PRESENCE OF:

LICENSEE:  
Firelands Regional Medical Center

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Robert M. Moore, Executive Vice President

State of Ohio     )  
                              ) ss:  
County of Erie    )

Before me a Notary Public for the State of Ohio, appeared the above named, Robert M. Moore, Executive Vice President, who acknowledged that he signed the foregoing instrument and that the signing was a free act.

IN TESTIMONY WHEREOF, I have hereto subscribed my name and affixed my seal  
this \_\_\_\_ day of \_\_\_\_\_, 2022.

EXHIBIT "1"

\_\_\_\_\_  
Notary Public  
My Commission Expires:

Instrument prepared by:

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

LEGAL DESCRIPTION  
ENCROACHMENT LICENSE AGREEMENT  
FOR A PORTION OF AN EXISTING HOSPITAL SIGN  
1912 Hayes Avenue  
10.00 S.F.

Situated in the City of Sandusky, County of Erie, State of Ohio, being in part of the Fire Lands of the Connecticut Western Reserve, and being part of a 4.532 Acre tract, (Parcel 1) conveyed to **Firelands Regional Medical Center, an Ohio non-profit corporation** by Instrument 200221100078, (referenced by Certificate as to Adoption of Resolution Adopting and Approving Amended Articles of Incorporation conveyed by Instrument 200124300958), all references being to the Erie County Recorder's Office, Erie County, Ohio, and being bounded and more particularly described as follows:

Commencing at a point at the intersection of the centerlines of right-of-way of State Route 4 (Hayes Avenue) (60.0 feet in width) and Pierce Street (66.0 feet in width), said point being witnessed by an iron pin found in a monument box North 42° 10' 04" West a distance of 0.10 feet, thence South 88° 23' 04" East a distance of 78.80 feet with the centerline of Pierce Street, thence South 1° 36' 56" West a distance of 31.00 feet to a point and the **True Point of Beginning**;

Thence along a new line South 88° 23' 04" East a distance of 5.00 feet to a point;

Thence along a new line South 1° 36' 56" West a distance of 2.00 feet to a point on the southerly right-of-way line of Pierce Street;

Thence along said right-of-way line North 88° 23' 04" West a distance of 5.00 feet to a point;

Thence along a new line North 1° 36' 56" East a distance of 2.00 feet to the **True Point of Beginning**;

Containing 10.00 square feet of land, more or less, and being subject to all legal highways and easements of record.

Bearings cited within the above description are based upon a calculated bearing of North 19° 29' 27" East for the centerline of S.R. 4 (Hayes Avenue). The intent is to describe an encroachment license agreement area encompassing a portion of an existing hospital sign. This description was prepared by Michael D. Weeks, P.S. No. 7357 from a survey conducted by Robert J. Warner, P.S. in January, 2021.

Carpenter Marty Transportation, Inc.

*Michael D. Weeks*

Michael D. Weeks, P.E., P.S.

Date: 1-14-2022





ENCROACHMENT LICENSE AGREEMENT  
1912 HAYES AVENUE  
SOUTHERLY SIDE OF PIERCE STREET RIGHT-OF-WAY  
BEING PART OF THE CONNECTICUT WESTERN RESERVE,  
CITY OF SANDUSKY, ERIE COUNTY, OHIO

JOB NO.: CSA17R0003  
DRN BY: AWW  
FILE NO.: N/A  
DATE: 1/03/22  
SHEET NO.: 1

LEGEND:

[M] 1" IRON PIN FOUND IN A MONUMENT BOX

[P.O.C.] POINT OF COMMENCEMENT

[P.O.B.] POINT OF BEGINNING

S.R. 4 (HAYES AVENUE)  
(60.0' RIGHT-OF-WAY)

BEARINGS HEREON ARE BASED UPON AN ASSUMED BEARING OF N 19°29'27" E FOR THE CENTERLINE OF S.R. 4 (HAYES AVE.)

I HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL FIELD SURVEY OF THE PREMISES CONDUCTED UNDER MY DIRECTION BY ROBERT J. WARNER P.S., THE PURSUANT TO CHAPTER 4733-37 OF THE OHIO ADMINISTRATIVE CODE.

ENCROACHMENT LICENSE AGREEMENT  
10.00 S.F.

- [A] S 88°23'04" E, 5.00'
- [B] S 1°36'56" W, 2.00'
- [C] N 88°23'04" W, 5.00'
- [D] N 1°36'56" E, 2.00'



*Michael D. Weeks*  
MICHAEL D. WEEKS, P.S.  
OHIO R.L.S. 7357

DATE: 1-14-2022

PIERCE STREET  
(66.0' RIGHT-OF-WAY)

Ex R/W -  
ROCKWELL, CURTIS  
& WHITWORTH  
SUBDIVISION  
P.B. 3, PG. 9  
LOT 112

FIRELANDS REGIONAL  
MEDICAL CENTER  
A.P.N. 57-69007.000  
4.532 AC.

HOSPITAL  
SIGN

# - INTERSECTION WITNESSED BY AN IRON PIN FOUND IN A MONUMENT BOX N 42°10'04" W A DISTANCE OF 0.10 FEET



---

## PLANNING DEPARTMENT

### *Division of Transit*

222 Meigs Street  
Sandusky, Ohio 44870  
419.621.8462  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

**TO:** Eric Wobser, City Manager

**FROM:** James A. Stacey III, Transit Administrator

**DATE:** June 29, 2022

**SUBJECT:** Agreement for Inside County Transportation Services - Erie County Veterans Service Commission

**ITEM FOR CONSIDERATION:** Legislation requesting approval for the City Manager to enter into a contract for inside county transportation services between the City of Sandusky / Sandusky Transit System and the Erie County Veterans Service Commission

**BACKGROUND INFORMATION:** The Sandusky Transit System (STS) will provide safe, reliable, transportation services to Erie County Veterans, to and from locations inside of Erie County. STS drivers will wait for the clients at the designated drop-off location.

This contract is in effect from July 12, 2022 until December 31, 2023 at a negotiated rate of \$8.00 per one-way trip, per passenger.

STS will provide The Erie County Veterans Service Commission with reports, training and information that were agreed upon in said proposed contract. The Erie County Veterans Service Commission will be invoiced and billed on a Quarterly basis and be expected to pay in a timely manner. The money received from this contract will help meet the local match to support the 2022-2023 5311 Rural grant program to support transit in Erie County.

**BUDGET IMPACT:** STS will receive \$8.00 per passenger trip for every trip inside Erie County provided to The Erie County Veterans Service Commission for the length of the proposed contract. This money collected will be used to offset the capital planning and operating expenses through the 2022-2023 5311 Rural grant program.

**ACTION REQUESTED:** It is requested legislation be adopted allowing the City Manager to enter into a contract for transportation services with The Erie County Veterans Service Commission. It is further requested that this legislation take immediate effect in full accordance with Section 14 of

the City Charter to allow the agreement to be executed prior to the commencing date of July 12, 2022.

I concur with this recommendation:

---

Eric Wobser

City Manager

---

Jonathan Holody

Director of Planning

---

James A. Stacey III

Transit Administrator

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



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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR TRANSPORTATION SERVICES BETWEEN THE CITY OF SANDUSKY AND ERIE COUNTY VETERANS SERVICE COMMISSION FOR SERVICES RELATED TO THE SANDUSKY TRANSIT SYSTEM FOR THE PERIOD OF JULY 12, 2022, THROUGH DECEMBER 31, 2023; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the Sandusky Transit System will provide transportation services approved by Erie County Veterans Service Commission for program participants throughout Erie County; and

**WHEREAS**, Erie County Veterans Service Commission will be billed for clients transported to and from the Ohio Veterans Home in Perkins Township on a schedule coordinated between Erie County Veterans Service Commission and the Sandusky Transit System; and

**WHEREAS**, the Sandusky Transit System has provided these services to Erie County Veterans Service Commission in the past, and is desirous to continue these services; and

**WHEREAS**, the Sandusky Transit System will receive \$8.00 per one-way trip per passenger for the period of July 12, 2022, through December 31, 2023; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to execute the agreement prior to the commencing date of July 12, 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 Sandusky Transit System, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The City Manager is authorized to execute an Agreement with Erie County Veterans Service Commission for transportation services related to the Sandusky Transit System for the period from July 12, 2022, through December 31, 2023, substantially in the same form as reflected in Exhibit "A" which is attached to this Ordinance and specifically incorporated as if fully rewritten

herein together with such revisions or additions as are approved by the Law Director as not being substantially adverse to the City and being consistent with the objectives and requirements of this Ordinance and with carrying out the City's public purposes.

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

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

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

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

ATTEST: \_\_\_\_\_  
CATHLEEN A. MYERS  
CLERK OF THE CITY COMMISSION

Passed: July 11, 2022

## **TRANSPORTATION AGREEMENT**

This Transportation Agreement between the City of Sandusky's Sandusky Transit System (STS) and Erie County Veterans Service Commission sets forth the terms agreed upon between the parties for provision of program eligible transportation service.

Term: The services performed under this agreement will be for the period commencing July 12, 2022, and continuing through December 31, 2023.

Scope of Service: STS will provide transportation services approved by Erie County Veterans Service Commission for program participants throughout Erie County.

Operating Days: Service will be available every day except Sundays and the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, but subject to change.

Fare and Payment Schedule: Erie County Veterans Service Commission will be billed at the rate of \$8.00 per one-way trip per passenger for all service requests for all clients, STS shall only bill for clients transported to and from the Ohio Veterans Home located at 3416 Columbus Ave, Sandusky, OH 44870, unless otherwise authorized by Erie County Veterans Service Commission staff.

Erie County Veterans Service Commission will be billed for transportation services rendered on a Quarterly basis.

### **STS Responsibilities**

1. Vehicle Operations: STS will be responsible for operations and maintenance functions as necessary to provide the highest quality service possible, including: hiring and training of drivers, supervising personnel, processing passenger reservations and preparing daily schedules, dispatching vehicles, maintaining, servicing, and repairing vehicles and equipment, and insuring vehicles, employees, and passengers.
2. Passenger Reservations and Scheduling: STS will maintain a telephone number to Erie County Veterans Service Commission staff or authorized Clients to make or cancel reservations as necessary.

### **Agency Responsibilities**

1. Passenger Information: The following information must be provided for each individual: name; date of birth; address; telephone number; and any special accommodations that may be necessary for the comfort and convenience of

passenger. Additions or deletions to information may be communicated to STS in writing or by telephone or fax.

2. Payment for Services: Payment for transportation services provided to clients of your agency will be expected upon receipt of billing. Billing will normally be mailed on a quarterly basis and expected in a timely manner.

Monitoring and Evaluation: STS and Erie County Veterans Service Commission will monitor the manner in which the terms of this Agreement are being carried out and evaluate its effectiveness.

Amendments: This Agreement may be amended at any time by a written amendment signed by both parties. Reasons for amendments may include, but are not necessarily limited to, the following:

- The quality or extent of general public services furnished by STS does not meet need of Erie County Veterans Service Commission.

The actual cost of providing service significantly increases above the originally agreed upon rates and terms.

Termination: This agreement may be terminated by either party upon ninety (90) days notice in writing provided by one party to the other. In the event that funding for the services covered in this agreement is eliminated or decreased, each party shall have a right to terminate or negotiate a modification of the scope and compensation. STS will continue to provide service until the effective date of termination, and Erie County Veterans Service Commission will make payment in accordance with the payment provisions of the Agreement for the services prior to the effective date of termination.

BY:

\_\_\_\_\_  
Eric Wobser, City Manager

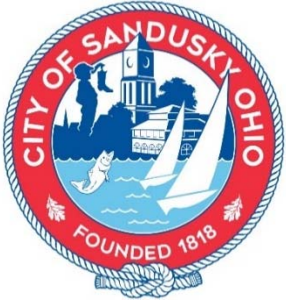
\_\_\_\_\_  
Erie County Veterans Service Commission

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved As to Form

\_\_\_\_\_  
Sarah S. Chiappone (#0101179), Assistant Law Director



## FINANCE DEPARTMENT

240 Columbus Avenue

Sandusky, Ohio 44870

419.627.5776

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

TO: Eric L. Wobser, City Manager  
FROM: Michelle Reeder, Finance Director  
DATE: June 30, 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 #3 to the 2022 General Appropriations.

### **BUDGETARY INFORMATION:**

Appropriation amendments are required to update the 2022 budget. Amendments included for these funds:

- General Fund
- Transit Fund
- Federal Grants Fund
- Court Computerization Fund
- Municipal Probation Fund
- Water Fund
- Capital Projects Fund

### **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. 3 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 City Commission adopted Amendment No. 2 to Ordinance No. 22-004 to cover deficiencies or needs which existed in the State Grant, Water, Sewer, Cleveland Road Public Improvement, and Capital Funds by Ordinance No. 22-098, passed on May 23, 2022; and

**WHEREAS**, this Ordinance has been prepared to cover deficiencies or needs which exist in the General, Transit, Federal Grants, Court Computerization, Municipal Probation, Capital Projects, and Water 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 10<sup>th</sup> day of January, 2022, be amended as hereinafter set forth:

DEPARTMENT	PERSONAL SERVICES	OTHER	TOTAL
Fire	78,780	18,855	97,635
Horticultural		88,735	88,735
Commission		1,200	1,200
Transfers- Fire Pension		21,756	21,756
Transfers- Transit		200,000	200,000
<b>GENERAL FUND TOTAL</b>	<b>78,780</b>	<b>330,546</b>	<b>409,326</b>
<b>TRANSIT</b>		<b>1,750,000</b>	<b>1,750,000</b>



FEDERAL GRANTS		246,000	246,000
COURT COMPUTERIZATION		30,000	30,000
MUNCIPAL PROBATION	45,000		45,000
CAPITAL PROJECTS FUNDS		770,402	770,402
WATER FUNDS		181,031	181,031
TOTAL ALL FUNDS	123,780	3,307,979	3,431,759

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: July 11, 2022



## DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: June 29, 2022

**Subject: Commission Agenda Item – Permission to Bid the Sandusky Justice Center project**

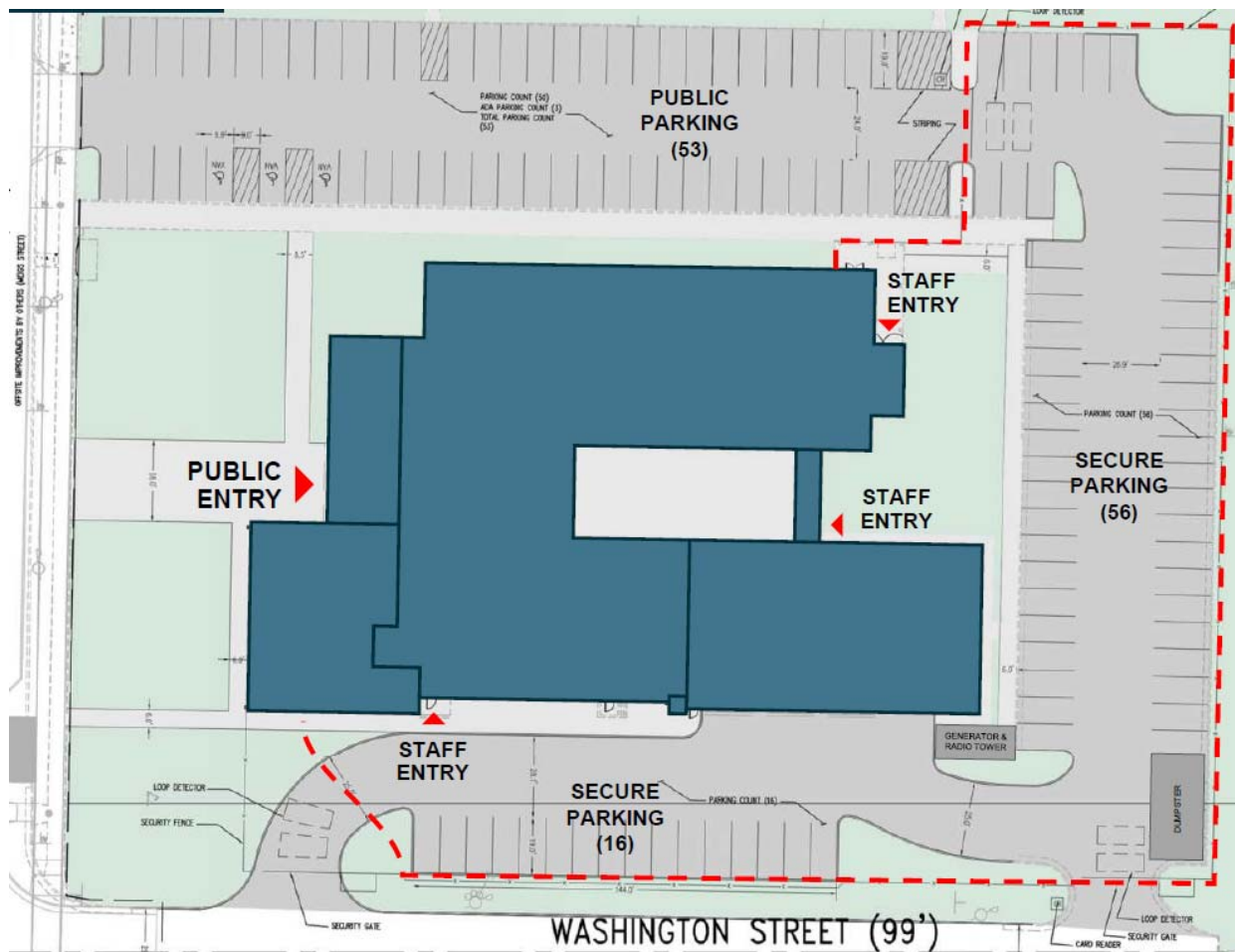
**ITEM FOR CONSIDERATION:** Requesting legislation authorizing the City Manager to accept bids for the Sandusky Justice Center project.

**BACKGROUND INFORMATION:** Site selection for a new Justice Center began late in 2016 and concluded approximately 2 years later in August of 2018. A Request for Qualifications (RFQ) in November of 2018 and the subsequent in-person interview process for the Justice Center Design resulted in the selection of Richard L. Bowen & Associates, Inc. (Bowen) of Cleveland, Ohio with design approved via ordinances 19-080 and 21-122. The design was split into two phases: Phase I consisted of a programming and needs assessment, conceptual layouts and preliminary costs, and Phase II included schematic design, final design, construction engineering services, and project close out.

The passage of Issue 8 as well as in the City's Bicentennial Plan urged staff to develop a plan for this facility, find a home for the three departments utilizing it, and improve existing facilities. This project consists of repurposing the former City Hall was the home of the city administration, SPD, and Sandusky Municipal Court for more than 65 years. The renovated building will serve the community as the City of Sandusky Justice Center, housing the Sandusky Police Department (SPD) and Sandusky Municipal Court (Court). The building had been the focus of multiple needs assessments, expansions, and improvements over the past 30 years. The 2016 City Hall Needs Assessment (NA) showed that this facility has enough square footage within its current footprint for SPD and the Court. However, there would need to be significant upgrades.

Through many rounds of discussions with the Court and SPD staff, the final design is complete, and the project is ready for construction.

The following site plan was presented and unanimously approved at Planning Commission on June 22, 2022. The only comment was a recommendation to connect the Public Parking lot on the north side of the Justice Center to the existing parallel parking lot to the north. This recommendation will eliminate a few spots but on-street parking will be provided on Meigs and Washington Streets. The NA recommended a maximum of 55 public parking spots so there will be sufficient parking for the public.



Site Plan – fence on south side was pushed back from the front of the building as requested by City Commission.



Example of security fence material

The following renderings have been provided by the architect for the exterior and interior of the building.



View from the southwest - Front entrance off Meigs St. with a seat wall and facility name.



From the northwest.





Relocated Andy Dunn Memorial and flag poles on the northwest corner of the site.



View from the Public Parking Lot.



View from the existing skate park.



View from Washington Street.





View of the interior lobby with the security desk. SPD entrance will be directly off the foyer to the right of this image. There will be an entrance/exit from the court directly to the lobby.



View of the lobby from the security desk.



View of the remodeled courtroom from the judge's desk.



View of the SPD lobby directly off the foyer. This will be open 24/7.



View of the back wall of the lobby. The map on the wall is an image from the current tiled map in the lobby of the existing City Hall. Since it could not be saved as part of the floor renovation, the architect incorporated the image on the wall.

In addition to final design services, Bowen has been retained for inspection services during the construction phase. The project is estimated to be completed in approximately 18 months.

**BUDGETARY INFORMATION:** The engineer's estimate for construction costs is \$13,177,301 with 40% attributed to the Sandusky Municipal Court and 60% attributed to the Sandusky Police Department. The City anticipates issuing debt for this project. Debt service payments will be paid from Capital Projects and General Bond Retirement funds.

OSupplies was selected through a separate RFQ process to provide furniture for offices and locations that could not reuse existing furniture. There is a placeholder for an additional, not to exceed \$375,000 for this that staff will bring to City Commission once a contract is negotiated and furniture selected as SPD and Court staff are trying to reuse as much as they can. All furniture purchases would be applied directly to the SPD or Court portion of the budget.

**ACTION REQUESTED:** It is recommended that proper legislation be approved allowing the city manager to accept bids for the Sandusky Justice Center project under suspension of the rules and in full accordance with Section 14 of the City Charter in order to proceed as quickly as possible with construction activities since there are continuous maintenance costs and operational inefficiencies associated with the existing building due to its present condition.

I concur with this recommendation:

---

Eric Wobser  
City Manager

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

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

**A RESOLUTION DECLARING THE NECESSITY FOR THE CITY TO PROCEED WITH THE PROPOSED SANDUSKY JUSTICE CENTER 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 Sandusky Justice Center Project consists of repurposing and renovating the former City Hall, located at 222 Meigs Street, to serve as the Sandusky Justice Center, and house the Sandusky Police Department and Sandusky Municipal Court; and

**WHEREAS**, the City Commission approved an agreement for Professional Design Services with Richard L. Bowen & Associates, Inc. of Cleveland, Ohio, for the Justice Center Design Project Phase I by Ordinance No. 18-080, passed on May 13, 2019; and

**WHEREAS**, the City Commission approved a First Amendment to the agreement for Professional Design Services with Richard L. Bowen & Associates, Inc. of Cleveland, Ohio, for the Justice Center Design Project Phase I & II by Ordinance No. 21-122, passed on July 26, 2021; and

**WHEREAS**, the final design is complete and the site plan was presented and unanimously approved at the Planning Commission meeting on June 22, 2022; and

**WHEREAS**, the estimated construction cost of the project is \$13,177,301.00 with 40% attributed to the Sandusky Municipal Court and 60% attributed to the Sandusky Police Department and the City anticipates issuing debt for the project and the debt service payments will be paid with Capital Projects Funds and General Bond Retirement 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 proceed with construction activities as quickly as possible as there are continuous maintenance costs and operational inefficiencies associated with the existing building due to its present condition; 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 Sandusky Justice Center 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 Sandusky Justice Center 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 Sandusky Justice Center 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: July 11, 2022





## DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: June 29, 2022

Subject: Commission Agenda Item- Change Order #1 and Final with Mark Schaffer Excavating & Trucking, Inc. for the Cedar Point Causeway Wetlands Project, Phase 1

**ITEM FOR CONSIDERATION:** Requesting legislation for approval of Change Order #1 and Final for the Cedar Point Causeway Wetlands project.

**BACKGROUND INFORMATION:** Construction of Phase I of the Cedar Point Causeway Wetlands began in November and the site was secured with final grading and fencing in May. The Army Corps of Engineers plans to pump dredged material from the federal shipping channel in September of 2022 and probably again in 2023 or 2024. Once the material is compacted, the site will be regraded and vegetation planted to create the final product of the coastal wetlands. In the meantime, ongoing monitoring of the existing phase of the project is being performed by the City of Sandusky, Bowling Green State University (BGSU), BGSU-Firelands, ODNR Fish and Wildlife, ODNR Office of Coastal Management, Old Woman Creek, KS Associates, LimnoTech, and the Cleveland Water Alliance.

Cost increases for this project included an increased quantity of navigational signage and lighting for boater safety, addition of larger rock around the exterior perimeter of the site to widen the crest for future maintenance, a chain-link security fence, and side casting of material from the channel that flows through the culvert at the north end of the property. All other cost increases were quantity increases for base bid materials that would increase longevity and proper operation of the structure itself.

**BUDGETARY INFORMATION:** This original contract totaled \$2,978,325.00. Change Order #1 and Final increases the total contract amount by \$9,035.35 for a total contract amount of \$2,987,360.35 which will be entirely reimbursed through existing ODNR grant funds.

**ACTION REQUESTED:** It is requested that legislation be prepared and approved for Change Order #1 and Final for the Mark Schaffer Excavating & Trucking, Inc of Norwalk Ohio for the Cedar Point Causeway Wetlands project, Phase 1, and that it be passed in accordance with Section 14 of the City Charter so that the contractor can be paid for work already completed in the field and to close out the completed project.

I concur with this recommendation:

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Eric Wobser  
City Manager

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

# CHANGE ORDER

Project: Cedar Point Causeway Wetlands Project  
Phase 1, Project 1

Change Order No.: 1

DISTRIBUTION TO:

Date: May 25, 2022

<input checked="" type="checkbox"/> City of Sandusky	<input checked="" type="checkbox"/> Mark Schaffer Excavating & Trucking, Inc.	
<input checked="" type="checkbox"/> KS Associates Inc.		Other [                      ] <input type="checkbox"/>


The Following Changes Shall be Made to the Contract:

Item 5: Site Preparation and Excavation Increase excavation quantity from 7,500 cubic yards to 8,917.6 cubic yards Increase of 1,417.6 cy @ \$2.00/cy = \$21,264.00	\$ 21,264.00
Item 6: Toe Stone – 0.5 to 1 ton Increase quantity from 1,500 tons to 2,493.49 tons Increase of 993.49 tons @ \$70/ton = \$69,554.30	\$ 69,554.30
Item 6a: Armor Stone - A/B Combo Add new Item 6a for additional A/B stone as armor material Add quantity of 6,816.53 tons @ \$65/ton = \$443,074.45	\$443,074.45
Item 7: Armor Stone – ODOT Type "C" Decrease quantity from 16,000 tons to 14,365.48 tons Decrease of 1,634.52 tons @ \$38/ton = -\$62,111.76	-\$62,111.76
Item 8: Core Stone – Quarry Run Material Decrease quantity from 52,000 tons to 44,904.98 tons Decrease of 7,095.02 tons @ \$30/ton = -\$212,850.60	-\$212,850.60
Item 9: Filter Stone – Interior Slope Stone Decrease quantity from 5,000 tons to 4,915.26 tons Decrease of 84.75 tons @ \$26/ton = -\$2,203.24	-\$2,203.24
Item 14: Navigation Light, Complete Increase quantity from 1 to 2, as required by the USCG. Increase of 1 Navigation Light @ \$3,500 each = \$3,500	\$ 3,500
Item 19: Allowance: Core Stone Over Plan Quantity Delete Item, Allowance utilized for additional A/B Armor Stone Decrease of \$187,200	-\$187,200
Item 20: Owner Directed Allowance Clearing of Culvert Channel, As Directed: \$25,052 Decrease of remaining \$74,948	-\$74,948
Item 21: Gate Installations As directed at final walkthrough with Cedar Point Increase of \$10,966.20	\$10,966.20

<b>TOTAL</b>		<b>\$ 9,035.35</b>
Acceptance by Contractor constitutes its agreement that all impacts attributable to this change are compensated by the indicated adjustment to contract time and sum, that all claims based on this change (whether in whole or in part) have been considered or are waived, the parties have reached an accord and satisfaction, and the Owner is released upon payment of the amounts indicated.		
The Original Contract Sum Was		<b>\$ 2,978,325.00</b>
Net Change by Previously Authorized Change Orders		<b>\$ 0.00</b>
The Contract Sum Prior to this Change was		<b>\$ 2,978,325.00</b>
The Net Amount <b>Increased</b> By this Change Order		<b>\$ 9,035.35</b>
New Contract Sum Including this Change Order will be		<b>\$ 2,987,360.35</b>
The Contract Time Will Be <b>Per Revised Schedule</b>		<b>No Change</b>
The Date of Substantial Completion as Of this Change Order Is		<b>May 31, 2022</b>

**RECOMMENDED:**

**APPROVALS by City of Sandusky:**

 6-22-2022  
Engineer – KS Associates Date

\_\_\_\_\_  
City Engineer Date

\_\_\_\_\_  
Director of Public Works Date

**AGREED TO:**

 6-22-22  
Contractor Date  
*Jason Schiffer, Vice President*



## CERTIFICATE OF FUNDS

In the Matter of: Mark Schaffer Wetland's Project- Change Order #1 (Final)

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 #431-3860-53000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 6/29/2022

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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO APPROVE THE FIRST & FINAL CHANGE ORDER FOR WORK PERFORMED BY MARK EXCAVATING & TRUCKING, INC. OF NORWALK, OHIO, FOR THE CEDAR POINT CAUSEWAY WETLAND PROJECT, PHASE I, AND RELATING TO THE SANDUSKY BAY INITIATIVE, IN THE AMOUNT OF \$9,035.35; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the City previously accepted grant funds from the State of Ohio and the Ohio Department of Natural Resources (ODNR) for the Sandusky Bay Initiative, which includes the Cedar Point Causeway Wetland Project, and funds are listed as follows:

<u>Amount</u>	<u>Ordinance No.</u>	<u>Passed</u>
\$1,000,000.00	16-231	December 27, 2016
\$240,000.00	17-079	April 10, 2017
\$140,500.00	18-183	September 10, 2018
\$4,029,500.00	20-115	August 10, 2020
\$100,000.00	21-092	June 14, 2021

**WHEREAS**, this City Commission previously approved Agreements for Professional Services with Foth Infrastructure & Environment, LLC, of De Pere, Wisconsin, for the Sandusky Bay Initiative Area 1 & 2 Project, which includes the Cedar Point Causeway Wetland Project, by Ordinance No. 17-130, passed on June 26, 2017, Ordinance No. 18-045, passed on February 26, 2018, and Ordinance No. 18-184, passed on September 10, 2018; and

**WHEREAS**, the Cedar Point Causeway Wetland Project is Project 2 of the Sandusky Bay Initiative (SBI) and Phase 1 of the Cedar Point Causeway Wetland Project and involved the installation of an armor stone breakwater from local quarries, natural wooden structures, turbidity curtains and other environmentally friendly materials to construct basins for the placement of dredged material; and

**WHEREAS**, the City Commission declared the necessity to proceed with the Cedar Point Causeway Wetland Project, Phase 1, by Resolution No. 035-21R, passed on August 9, 2021; and

**WHEREAS**, the City Commission approved the awarding of the contract to Mark Schaffer Excavating & Trucking, Inc. of Norwalk, Ohio, for work to be performed for the Cedar Point Causeway Wetland Project, Phase 1, by Ordinance No. 21-138, passed on September 13, 2021; and

**WHEREAS**, this First & Final Change Order reflects an increased quantity of navigational signage and lighting for boater safety, addition of larger rock around the exterior perimeter of the site to widen the crest for future maintenance, a chain-link security fence, and side casting of material from the channel that flows through the culvert at the north end of the property, and other quantity increases for base bid materials to increase longevity and proper operation of the structure itself; and

**WHEREAS**, the original contract with Mark Excavating & Trucking, Inc. of Norwalk, Ohio, was \$2,978,325.00, and with the addition of this First & Final Change Order in the amount of \$9,035.35, the final contract cost is \$2,987,360.35

which will be entirely reimbursed through existing Ohio Department of Natural Resources grant funds; and

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

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

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

Section 1. The City Manager is hereby authorized and directed to approve this First & Final Change Order for work performed for the Cedar Point Causeway Wetland Project, Phase 1, in an amount **not to exceed** Nine Thousand Thirty Five and 35/100 Dollars (\$9,035.35) resulting in the final contract cost of Two Million Nine Hundred Eighty Seven Thousand Three Hundred Sixty and 35/100 Dollars (\$2,987,360.35) with Mark Excavating & Trucking, Inc. of Norwalk, Ohio.

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

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

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

Commission of the City of Sandusky, Ohio.

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

ATTEST: \_\_\_\_\_  
CATHLEEN A. MYERS  
CLERK OF THE CITY COMMISSION

Passed: July 11, 2022



## DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Joshua R. Snyder, P.E.

Date: June 29, 2022

Subject: **Commission Agenda Item – Permission to Bid the Perkins Avenue Waterline and Resurfacing Project**

**ITEM FOR CONSIDERATION:** Requesting legislation authorizing the City Manager to accept bids for the Perkins Avenue Waterline and Resurfacing Project.

**BACKGROUND INFORMATION:** In May of 2021, Commission approved an agreement with GPD via ordinance 21-078 for professional design services for the Perkins Avenue Waterline and Resurfacing Project. In August, City Commission approved legislation via Resolution No. 036-21R to apply for and receive funds through the Ohio Public Works Commission (OPWC), which was subsequently awarded in December. Since funding through OPWC is not made available until July 2022, which is the start of the state fiscal year, staff has worked with GPD to complete the design so bidding could occur simultaneously with receipt of the OPWC agreement.

The catalyst for this project is the old water main on Perkins Avenue and 52<sup>nd</sup> Street that average between 6 and 10 breaks every winter. When the Erie County Engineers decided to resurface the southern half of Perkins Avenue in 2019, they said that they could not wait for the City to design and construct a new water line because City staff had made the same request in 2003 when the road was resurfaced at that time. This comment reinforced the desire, and more importantly, the need to replace this extremely poor infrastructure. As with all of the major reconstruction projects, staff also wanted to make spot improvements to drainage, turning radii, walkability, safety, drive access, and curbing.

The section of Perkins Avenue included in the project starts at Anita Avenue, which is where ODOT completed intersection improvements and water line replacement several years ago. It terminates at the Mills Creek bridge, just west of the old YMCA, for a total length of nearly 2 miles. The old 6-inch waterline being replaced is over 80 years old and the pavement was last resurfaced 19 years ago (2003). We have had over 75 water main breaks recorded on this stretch of Perkins Ave. and the roadway is one of the most heavily travelled East-West connectors in Erie County.

Adding 52<sup>nd</sup> Street to the project is also very important since there are consistently between 2 and 3 breaks on this water main every winter; and every break on 52<sup>nd</sup> has an impact on the businesses along that block of Perkins Avenue.

In summary, this project consists of replacing the water main, fire hydrants, service lines and water meters, limited sidewalks, driveway aprons, catch basins, asphalt resurfacing, ADA ramps, and curbing. Specifics include:

- Just under 2 miles of new 8-inch water main
- 64 new copper water services
- 0.8 miles of new curbing

- There is quite a bit of curb missing at intersections and in front of the high school which causes problems for drainage and property maintenance
- Wider turning radii at Hancock where trucks frequently drive over the curb
- 0.8 miles of new sidewalk
  - The focus here is to improve pedestrian connectivity not just to the businesses, but also to the Sandusky High School, Churchwell Park, and Mills Street.
- 17 upgraded ADA curb ramps
- Rebuilding and increasing the number of catch basins to improve drainage
- Improving driveway and intersecting roadway access points, while providing limited access for some of the wider drive aprons
- Resurfacing the asphalt pavement of 52<sup>nd</sup> and Perkins Ave. within the City's corporation limit, as the county paved the Township's portion in 2019.

With the extent of underground work required prior to paving and the logistical delays on material availability, the completion date for this project has been set for July 1, 2023. Careful coordination with the contractor will be crucial as a portion of the construction activity will likely take place during the summer months, so leaving access to all businesses in this area will be a top priority. City Staff will work closely with all stakeholders in this area to keep an open line of communication throughout construction. These same stakeholders have been wonderful to work with to date as many are extremely thankful for the work that will be taking place. Some have even said that they are planning to install landscaping and undertake other beautification efforts on their properties after completion of the project.

**BUDGETARY INFORMATION:** The engineer's estimate for the construction costs is \$4,393,048.48, which the City will be applying for OWDA funds in the future, and is estimated to be split between the following:

<b>Fund</b>	<b>Amount</b>
OPWC - grant	\$ 325,000.00
OPWC - loan (0%)	\$ 145,049.00
OWDA - loan (Water)	\$ 2,710,457.14
OWDA - loan (Sewer/STO)	\$ 436,611.52
City Issue 8	\$ 775,930.82
<b>TOTAL:</b>	<b>\$ 4,393,048.48</b>

**ACTION REQUESTED:** It is recommended that the proper legislation be approved allowing the city manager to accept bids for the Perkins Avenue Waterline Replacement and Street Resurfacing Project under suspension of the rules and in accordance with Section 14 of the City Charter in order to bid the project, obtain competitive bids and award a contract, and allow the contractor to begin the underground work before inclement winter weather.

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

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

A RESOLUTION DECLARING THE NECESSITY FOR THE CITY TO PROCEED WITH THE PROPOSED PERKINS AVENUE WATERLINE AND RESURFACING 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 Perkins Avenue Waterline and Resurfacing Project will provide for the replacement of the waterline with a new, larger size line, allowing better flows and water quality in the immediate and adjacent areas, fire hydrants, service lines and water meters, limited sidewalks, driveway aprons, catch basins, asphalt resurfacing, ADA ramps, and curbing on Perkins Avenue beginning at Anita Avenue and ending at the Mills Creek bridge, just west of the old YMCA, for a total length of nearly two (2) miles and additionally includes 52<sup>nd</sup> Street; and

**WHEREAS**, the City Commission approved an agreement for Professional Design Services with GPD Group of Cleveland, Ohio, for the Perkins Avenue Waterline and Resurfacing Project by Ordinance No. 21-078, passed on May 24, 2021; and

**WHEREAS**, the City Commission authorized the submission of an application and to enter into a Project Agreement with the Ohio Public Works Commission (OPWC) to participate in the Ohio Public Works Commission’s State Capital Improvement and/or Local Transportation Improvement Programs authorized by Chapter 164 (Aid to Local Government Improvements) of the Ohio Revised Code for the Perkins Avenue Waterline and Resurfacing Project by Resolution No. 036-21R, passed on August 23, 2021; and

**WHEREAS**, the estimated construction cost of the project is \$4,393,048.48, which the City will be applying for Ohio Water Development Authority funds in the future, and is estimated to be paid as follows:

Fund	Amount
OPWC - grant	\$ 325,000.00
OPWC - loan (0%)	\$ 145,049.00
OWDA - loan (Water)	\$ 2,710,457.14
OWDA - loan (Sewer/STO)	\$ 436,611.52
Issue 8	\$ 775,930.82
TOTAL: \$ 4,393,048.48	

**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 obtain competitive bids, award a contract and allow the contractor to begin the underground work prior to inclement winter weather; 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 Perkins Avenue Waterline and Resurfacing 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 Perkins Avenue Waterline and Resurfacing 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 Perkins Avenue Waterline and Resurfacing 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: July 11, 2022





## DEPARTMENT OF COMMUNITY DEVELOPMENT

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

**To:** Eric Wobser, City Manager  
**From:** Nicole Grohe, Community Development Program Administrator  
**Date:** June 29th, 2022  
**Subject:** Commission Agenda Item – Purchase of Property at 3201 W. Monroe Street, Sandusky, OH 44870

**Items for Consideration:** Legislation allowing the City of Sandusky to enter into a Purchase and Sale Agreement (the “Agreement”) for the residential property located at 3201 W. Monroe Street.

**Background Information:** The City has been in ongoing conversations with the owner of the above-mentioned property, Gale Dauch. Based upon the city’s strong interest in redeveloping and re-envisioning the neighborhood, coupled with the fact that the negotiated purchase price is near the appraised broker’s opinion of \$97,500, staff is recommending the acquisition of the property at this time. The city and the Health Department seek to work collaboratively on the Health Department’s Entrance-way Project through the purchase of this property. A lease will be structured allowing the health department to carry out the entrance-way improvements and the ownership of the parcel will be transferred after the agreed upon terms are met. The purchase agreement for this property states that the city will purchase the property at 3201 W. Monroe St. for \$100,000 and will be responsible for covering all closing costs associated with the transaction.

**Budgetary Information:** The city will be responsible for paying \$100,000 (plus closing costs) for the purchase of the residential property located at 3201 W. Monroe Street. The source of funding is the Community Development Block Grant COVID (CDBG-CV) Funds.

**Action Requested:** It is requested that the proper legislation be prepared to allow the city to enter into the Agreement for the purchase of the property located at 3201 W. Monroe St. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter to promptly execute the closing within (30) days as usual and customary in the sale of real estate and move forward with demolition and improvements in a timely manner. The Erie County Land Reutilization Corporation will contract with a contractor for asbestos abatement and demolition using Delinquent Tax and Assessment Cost funds.

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Nicole Grohe, Community Development Administrator

I concur with this recommendation:

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Eric Wobser  
City Manager

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Jonathan Holody  
Community Development Director

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

## CERTIFICATE OF FUNDS

In the Matter of: Monroe Street Purchase

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

Account #241-4447-54090

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 7/6/2022

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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A PURCHASE AND SALE AGREEMENT WITH GALE A. DAUCH TRUSTEE FOR THE PURCHASE OF REAL PROPERTY LOCATED AT 3201 WEST MONROE STREET, AND IDENTIFIED AS PARCEL NO. 59-01180.000; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the City and the Erie County Health Department desire to work collaboratively on the Health Department's Entrance-Way Project through the purchase of property located at 3201 Monroe Street, which is adjacent to Superior Street and the access road to the Health Department; and

**WHEREAS**, the City desires to acquire the residential property, Parcel No. 59-01180.000, owned by Gale A. Dauch, Trustee, for the purpose of demolition and street improvements coordinated between the City and Health Department through a lease and/or memorandum of understanding; and

**WHEREAS**, the total cost for the purchase of the property is \$100,000.00 plus closing costs and these costs will be paid with Community Development Block Grant COVID (CDBG-CV) 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 promptly execute the closing within (30) days as usual and customary in the sale of real estate and move forward with demolition and improvements 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 **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 and Sale Agreement on behalf of the City with Gale A. Dauch, Trustee, for the purchase of real property located at 3201 W. Monroe Street, Sandusky, Parcel No. 59-01180.000, substantially in the same form as contained in Exhibit "1", which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Ordinance.

Section 2. The City Manager and/or Finance Director are authorized and

directed to expend funds for the purchase of the property identified as Parcel No. 59-01180.000, at 3201 W. Monroe Street in Sandusky, in the amount of One Hundred Thousand and 00/100 Dollars (\$100,000.00) plus closing costs.

Section 3. The City Manager, Finance Director, and Law Director are authorized and directed to take such other actions and measures as are incident to and reasonably necessary to effect the purchase of Parcel No. 59-01180.000, at 3201 W. Monroe Street in Sandusky.

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

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

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

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

ATTEST: \_\_\_\_\_  
CATHLEEN A. MYERS  
CLERK OF THE CITY COMMISSION

Passed: July 11, 2022

## PURCHASE AND SALE AGREEMENT

This Agreement is made and entered into this July day of \_\_\_\_\_, 2022, by and between City of Sandusky, of Erie County, Ohio, a municipal chartered city whose address is 240 Columbus Avenue, Sandusky, Ohio 44870 hereinafter referred to as the "Purchaser" and Gale A. Dauch Trustee, 219 Marian Avenue, Huron, Ohio, 44839, hereinafter referred to as "Seller."

### **WITNESSETH:**

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

1. The Seller agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Seller, the premises located at 3201 W. Monroe St, Sandusky, Ohio, PPN# 59-01180.000, and more fully described in the legal description marked Exhibit "A" attached to this Agreement and specifically incorporated as if fully rewritten herein, the legal description of which will be set forth in the deed transferring ownership of said premises.

2. The total purchase price for the premises is \$100,000.00 (US Dollars)

a. 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 (if any) and adjustments set forth in this Agreement.

b. There is no earnest money for this agreement.

3. Before closing, Seller(s) may remove the following items: ANY items they own.

Said items may be removed any time prior to closing.

4. The Seller shall furnish a Quit Claim Deed to Purchaser in fee simple, with dower rights released (if any), free and clear of all liens, rights to take liens, assessments and encumbrances whatsoever, except the following permitted encumbrances:

a. Real estate taxes and assessments not due and payable;

The Permitted Encumbrances also shall include any matters waived or deemed waived by Purchaser pursuant to Paragraph 5.

5. Within ten (10) days after acceptance of this Agreement, the Purchaser shall obtain a title examination or commitment for an owner's policy of title insurance insuring Purchaser's title to the Property. The Purchaser shall furnish a copy of the examination report or commitment to the Seller. If the examination report or commitment shows that title to all or part of the Property is unmarketable, as determined by Ohio law, or is subject to any defect, lien or encumbrance that is not a Permitted Encumbrance, the Purchaser shall notify the Seller of its objections within the ten (10) day period or the same will have been deemed waived by the Purchaser. To the extent the Purchaser's objections involve monetary liens, Seller shall, upon receipt of the Purchaser's objections, promptly undertake and complete prior to or simultaneously to the closing all actions necessary to satisfy and eliminate the liens. If Seller elects not to remedy or remove the defect or encumbrance or is unable to do so, the Purchaser's sole remedy shall be to elect either to: (i) waive the defect or encumbrance and accept such title to the Property as Seller is able to convey or (ii) terminate this Agreement. The Purchaser shall so elect by delivering written notice to Seller on or before the date of the closing, and if the Purchaser fails to give such notice, it shall be deemed to have exercised election (i). If the Purchaser terminates the Agreement as provided in clause (ii), both the Purchaser and the Seller shall be released from all obligations under this Agreement, and the Deposit, if one was provided, shall be returned to the Purchaser. All costs of the title examination or title insurance commitment and policy shall be paid for by the Purchaser.

6. Should the buildings or any other improvements upon the aforesaid property be

damaged or destroyed prior to closing, then the Purchaser, may, at Purchaser's option: (1) elect to continue this in full force and effect, in which case the Seller shall forthwith assign the Purchaser all rights of the Purchaser to the insurance recovery due by reason of said damages, or (2) elect to rescind and void this Agreement, and thereupon there shall be returned to the Purchaser all money, papers or documents deposited by Purchaser, and there shall be returned to Seller all papers or documents deposited by Seller. After the closing, the risk of loss shall be and is assumed by the Purchaser. There shall be no proration of insurance, it being the obligation of the Purchaser to procure Purchaser's own policies of insurance to be effective from and after the date of closing

7. The closing date of this transaction shall be no later than August 15th, 2022 or at such other time as may be mutually agreed upon, in writing, by the parties. The escrow agent herein shall be Hartung Title, 327 East Washington Street, Sandusky, Ohio 44870. All funds and documents required to close this transaction shall be deposited with said escrow agent on or before closing date. An executed counterpart of this Agreement shall be deposited with the escrow agent by the Purchaser and this Agreement shall serve as the escrow instructions. The escrow agent may attach its standard conditions of acceptance thereto; provided, however, that in the event such standard conditions are inconsistent or in conflict with the terms of this Agreement, this Agreement shall control.

8. Purchaser is not represented by a real estate broker or agent, therefore any fee paid to a broker shall not be paid in whole or in part by the Purchaser.

9. On the closing date, the escrow agent shall file or record the deed, and any other instruments, if any, required to be recorded pursuant to this Agreement and shall thereupon



deliver to each of the parties, the funds and documents to which they shall be respectively entitled, together with its escrow statement.

In closing this transaction, the escrow agent shall charge the Purchaser with all closing costs and real estate taxes are not to be prorated as of the date of closing.

10. Purchaser shall be entitled to possession of the premises upon the closing of this transaction or at such later date as may be agreed to by the Purchaser but in no event shall possession by the Purchaser take place later than August 15th, 2022 unless otherwise agreed to in writing.

11. Seller makes the following representations and covenants to the Purchaser as of the date of this Agreement and the date of the closing:

- EXHIBIT "1"**
- (a) The Property is not subject to any purchase contract or option.
  - (b) That the property is vacant and that there are not leases, tenancy rights, or other contracts or arrangements with respect to the Property. Additionally, Purchaser has the right to inspect the property 72 hours prior to closing to ensure vacancy. Seller shall complete a Notice of Voluntary Acquisition, URA forms, and any other similar documents as requested by the Purchaser for determination of vacancy for Community Development Block Grant (CDBG) purposes.
  - (c) No work has been performed or labor, materials, equipment or fuel furnished to the Property within the last ninety (90) days (or, if any of the same have been performed or furnished, all persons who may have the right to assert a mechanic's lie have been fully paid).
  - (d) To the best of Seller's knowledge, no toxic, explosive or otherwise dangerous material or hazardous substances have been concealed within, buried beneath, or released on or from the Property.

Sellers' representations and warranties shall survive the closing.

12. This Agreement sets forth the entire and understanding between the parties with

respect to the subject matter hereof, and no agreements or understandings nor any representations concerning the same shall be binding upon the parties unless specifically set forth herein.

13. The Agreement may be executed in multiple counterparts each of, which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14. This Agreement shall be binding upon and inure to the benefit of Seller and Purchaser and their respective heirs, legal representatives, and assigns.

**SIGNATURE PAGES TO FOLLOW**

**EXHIBIT "1"**

Notary Public

Purchaser:

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

Eric Wobser  
City Manager, Sandusky, Ohio

STATE OF OHIO )  
 ) SS.  
COUNTY OF ERIE )

Before me, a Notary Public in and for said County and State, personally appeared Eric Wobser, City Manager for the Purchaser, who acknowledges that he signed the foregoing instrument and the same is his free act and deed. IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at \_\_\_\_\_, Ohio, this \_\_\_\_ day of \_\_\_\_\_, 2022.

# EXHIBIT "1"

Notary Public

APPROVED AS TO FORM:

Brendan Heil (#0091991)  
Law Director  
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 during the year 2022 under the foregoing Agreement has been lawfully appropriated by the Council 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.

**EXHIBIT "1"**

\_\_\_\_\_  
Michelle Reeder  
Director of Finance

Exhibit A

3201 W. Monroe Street, Sandusky, Ohio

Situated in part of Lot Number 70, Fourth Ward, City of Sandusky, Erie County, Ohio, and being more particularly described as follows;

Commencing at a point marking the intersection of the northerly right of way line of Monroe Street with the westerly right of way line of Superior Street, said point being the principal place of beginning for this description;

- 1)Thence South  $86^{\circ}-10'-00''$  West, along the northerly right of way line of Monroe Street, a distance of 49.53 feet to a point;
- 2)Thence North  $03^{\circ}-50'-00''$  West, a distance of 125.00 feet to a point;
- 3)Thence North  $86^{\circ}-10'-00''$  East, along the southerly line of a parcel of land now or formerly owned by Periodical Publishing Service Bureau Inc. as recorded in Volume 322 Page 289 of the Erie County Deed Records, a distance of 49.53 feet to a point on the westerly right of way line of Superior Street;
- 4)Thence South  $03^{\circ}-50'-00''$  East, along the westerly right of way line of Superior Street, a distance of 125.00 feet to the place of beginning and containing 0.1421 acres of land but subject to all legal highways, easements and restrictions of record.

In the above description the courses were referred to a meridian assumed for the purpose of indicating angles only.



## FIRE DEPARTMENT

600 West Market Street

Sandusky, Ohio 44870

419.627.5822

Fire Prevention 419.627.5823

Fax 419.627.5820

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

**TO:** Eric Wobser, City Manager

**FROM:** Mario D'Amico III, Fire Chief

**DATE:** June 28, 2022

**SUBJECT:** Commission Agenda Item – Purchase of a 2024 Medium Duty Freightliner Ambulance

**ITEM FOR CONSIDERATION:** Requesting legislation authorizing the City Manager to purchase one (1) 2024 Medium Duty Freightliner Ambulance from Horton Emergency Vehicles of Grove City, OH through the State of Ohio's Cooperative Purchasing Program Contract #800891 in an amount not to exceed **\$294,728.00**. In addition authorizing to sell one (1) 2007 (Vin#1FVACWCT67HY15677) Medium Duty Freightliner Ambulance on GovDeals.

**BACKGROUND INFORMATION:** It has been determined by the Fleet Maintenance Foreman and the Fire Chief to replace one of our front line ambulances, a 2012 Medium Duty Freightliner (917) located at station 7 on Venice Road.

The 2012 ambulance has exceeded its useful life to run as a front line ambulance therefore it will be used to replace our current reserve ambulance which is a 2007 Medium Duty Freightliner Ambulance. Our 2007 reserve ambulance is beyond its useful life as determined by the Fleet Maintenance Foreman and the Fire Chief. The 2007 reserve ambulance will be sold on GovDeals with the revenue from the sale of the vehicle to be placed in the EMS Fund.

The State of Ohio's Cooperative Purchasing Program through the Department of Administrative Services allows local political subdivisions to purchase items that have been competitively bid from the successful State vendor thereby giving the City the benefit of the State's competitively bid price and eliminating the necessity of formal bidding by the City.

**BUDGETARY INFORMATION:** The total amount for the 2024 Medium Duty Freightliner Ambulance purchase is **\$294,728.00**. This purchase will be paid with monies from the EMS Fund and Capital Projects Funds.

**ACTION REQUESTED:** It is requested that the proper legislation be prepared to purchase one (1) 2024 Medium Duty Freightliner Ambulance from Horton Emergency Vehicles of Grove City, OH through the Ohio Cooperative Purchasing Program State of Ohio contract #800891 in an amount not to exceed **\$294,728.00**. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter as it will take approximately 735-760 days after receipt of the signed contract to build the ambulance. The deadline for this pricing expires on July 14, 2022.

Approved:

I concur with this recommendation:

\_\_\_\_\_  
Mario D'Amico III, Fire Chief

\_\_\_\_\_  
Eric Wobser, City Manager

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



3800 McDowell Road  
Grove City, Ohio 43123  
[www.Hortonambulance.com](http://www.Hortonambulance.com)

Phone 614-539-8181  
Fax  
E-mail

**Horton Emergency Vehicles is Pleased to offer  
this Custom Vehicle Quotation for Your Consideration**

# SALES AGREEMENT PROPOSAL

DATE: 6/14/2022

Kevin McGraw

Contact Name

City of Sandusky Fire Department

Department Name

**600 West Market Street**

Street Address

Saridusky, OH 44870

City, ST ZIP

Cell#

Email: [kmcgraw@ci.sandusky.oh.us](mailto:kmcgraw@ci.sandusky.oh.us)

Res Ph#

Fax#

419-627-5820

## STANDARD EQUIPMENT

See Specifications and Drawings for Details

STANDARD See Specifications and Drawings for Details							
QTY	MAKE	CHASSIS MODEL	COLOR	HORTON MODEL	VIN	HORTON JOB NUMBER	GVW
1	FRE	M2	RED	623	N/A	N/A	
					Base Unit Cost:	\$193,047.00	
					Chassis Cost	\$101,681.00	
							AMOUNT

## EQUIPMENT

[illegible]

Make all checks payable to Horton Emergency Vehicles  
If you have any questions, please feel free to contact us.

TOTAL	\$	294,728.00
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**THANK YOU FOR YOUR BUSINESS!**

The proposed vehicle(s) will be delivery ready within 735-760 calendar days after receipt of approved production order subject to the terms and conditions outlined in section D below.

**NOTE: All customers to register their vehicles with their respective local Department of Motor Vehicles and pay any applicable sales tax at that time. Vehicle(s) will be delivered with Certificates of Origin and an odometer statement.**



**WARRANTY:**

Contract includes all published warranties in force at the date this proposal is accepted.

**TERMS AND CONDITIONS:**

A. LABOR AND MATERIALS: Horton Ambulance shall furnish the Ambulance listed as specified, with the price and delivery quoted herein, are based on materials which were in our inventory and in the inventory of our suppliers at the time of this proposal and are subject to prior sale. Delivery quotes are contingent on timely confirmation from Customer. Any variations to material listed will result in a cost change.

Change Order Fees may apply

B. ARBITRATION: If any controversy or dispute arises under, out of, or in relation to any of the provisions hereof which cannot be settled by the parties within 15 days after the same shall arise, such controversy or dispute shall be submitted for arbitration in the State of Ohio in accordance with the rules of the American Arbitration Association. Such arbitrator(s) in accordance with such rules shall determine any dispute or controversy submitted to arbitration in accordance with the provisions of the section.

The arbitrator(s) may award any relief which he or she shall deem proper in the circumstances, without regard to the relief which would otherwise be available to any party hereto in a court of law or equity including, without limitation, an award of money damages, specific performance, injunctive relief and/or declaratory relief. The award and findings of the arbitrators shall be conclusive and binding upon all the parties hereto, whether or not all parties hereto participate in the arbitration proceeding, and judgment upon the award may be entered in any court of competent jurisdiction upon the application of any party.

Any party may initiate an arbitration proceeding hereunder, all costs of which (including filing fees, fees payable to arbitrators, court reporters' fees, transcript costs and counsel fees) shall be recovered by the prevailing party. No party hereto shall commence any arbitration proceeding hereunder other than in good faith, or take any action other than in good faith which requires another party hereto to commence such arbitration hearing and, in the event any party is determined in arbitration to have so acted other than in good faith, he or it shall bear all costs of the such proceeding.

C. REPRESENTATION OF SOLVENCY: Buyer represents that buyer is solvent and has assets sufficient to meet all of its financial obligations, and that it is current on all of its financial obligations. Buyer further represents that it can and will meet all its financial obligations to seller on time. Buyer understands seller relies on this promise and that any breach is material and substantial and to the essence of the contract.

D. FORCE MAJEURE: Seller shall not be responsible for delay, nondelivery, failure to complete installation or construction, or default in shipment or other performance, in whole or in part if occasioned by strike, war, riot, or revolutions, or for any delay in transportation due to demands or embargoes of the United States government or any other government, or nondelivery or delays through fire, floods, droughts, accidents, insurrections, lockouts, breakdown of machinery, commandeering of vessels carrying goods, or for loss or damage in transit, or detention of or delay in vessels resulting directly or indirectly from acts of God, perils of the sea, stoppage of labor, shortage of carriers, or refusal of any necessary license of government restrictions considered as "force majeure," or any other unavoidable cause other than seller's own negligence. In no case shall seller be responsible after delivery of goods in good order or conditioning to the carrier or carriers at the point of shipment.

E. CUSTOM ORDERS: Buyer understands that a custom-ordered vehicle is specific to Buyers needs. Any deposit received for a custom order is non-refundable once Engineering has begun, material has been purchased or the vehicle begins production.

**YOU MAY CONSIDER THE PRICE QUOTED FIRM FOR WRITTEN ACCEPTANCE WITHIN 30 DAYS OF THE DATE OF OUR PROPOSAL.**

Thank you for your interest in having Horton Ambulance provide you with our quotation for this purchase. If you have any questions or comments regarding this sales agreement please contact us.

Sincerely,

**Debbie Ludewig**

**Horton Ambulance**

**ACCEPTANCE OF PROPOSAL:**

I have read, understand and agree to the terms, conditions and specifications described herein and authorize Horton Emergency Vehicles to go forward with this order.

By: \_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

## CERTIFICATE OF FUNDS

In the Matter of: 2024 EMS Ambulance

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

Account #431-1330-54090, 431

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 6/29/2022

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

**AN ORDINANCE DECLARING A 2007 MEDIUM DUTY FREIGHTLINER AMBULANCE, VIN #1FVACWCT67HY15677, AS UNNECESSARY AND UNFIT FOR CITY USE PURSUANT TO SECTION 25 OF THE CITY CHARTER; AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE PURCHASE OF A 2024 MEDIUM DUTY FREIGHTLINER AMBULANCE THROUGH THE STATE OF OHIO COOPERATIVE PURCHASING PROGRAM FROM HORTON EMERGENCY VEHICLES OF GROVE CITY, OHIO; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, a determination was made by the Fire Chief and Fleet Maintenance Foreman that there is a need to replace a 2012 Medium Duty Freightliner Ambulance (917), currently used as a front line ambulance at Station #7 on Venice Road; and

**WHEREAS**, the 2012 Medium Duty Freightliner Ambulance (917), will then be used as the back-up ambulance and replace a 2007 Medium Duty Freightliner Ambulance which has been determined by the Fleet Maintenance Foreman to be beyond its useful life and it is recommended that this 2007 Medium Duty Ambulance be declared obsolete, unnecessary and unfit for City use and be auctioned on the internet with the proceeds from the sale being deposited into the EMS Fund; and

**WHEREAS**, it is recommended to replace the 2012 Medium Duty Freightliner Ambulance with a 2024 Medium Duty Freightliner Ambulance which is available through the State of Ohio Cooperative Purchasing Program from Horton Emergency Vehicles of Grove City, Ohio, thereby allowing local political subdivisions to purchase items that have been competitively bid from the successful state vendor giving the City the benefit of the State's negotiated price and eliminating the necessity of formal bidding; and

**WHEREAS**, the cost for the 2024 Medium Duty Freightliner Ambulance is \$294,728.00 and will be paid with EMS Funds and Capital Projects Funds; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to allow the order to be placed at the earliest possible time as it will take approximately 735-760 days between receipt of a signed contract and the delivery of the new ambulance; and

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

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

Section 1. This City Commission finds and determines that the 2007

Medium Duty Freightliner Ambulance, VIN #1FVACWCT67HY15677, is unnecessary and unfit for City use pursuant to Section 25 of the City Charter and the City Manager is authorized and directed to dispose of this personal property no longer needed for City purposes through public auction, sale process or internet auction with the proceeds from sale to be deposited into the EMS Fund.

Section 2. The City Manager is authorized and directed to purchase one (1) 2024 Medium Duty Freightliner Ambulance from Horton Emergency Vehicles of Grove City, Ohio, through the State of Ohio Department of Administrative Services Cooperative Purchasing Program, Contract #800891, at an amount **not to exceed** Two Hundred Ninety Four Thousand Seven Hundred Twenty Eight and 00/100 Dollars (\$294,728.00).

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

Section 4. This 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: July 11, 2022



## DEPARTMENT OF COMMUNITY DEVELOPMENT

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

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

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

**Date:** June 29, 2022

**Subject:** **Commission Agenda Item – FY2022 Greater Sandusky Partnership Professional Services Agreement**

**Items for Consideration:** Legislation authorizing the City Manager to enter into a Professional Services Agreement with Greater Sandusky Partnership to enhance economic development, tourism activity, and redevelopment capacity in the City of Sandusky at a total cost not to exceed \$150,000.

**Background Information:** In late 2021, the Erie County Chamber of Commerce changed its name to Greater Sandusky Partnership. Greater Sandusky Partnership is organized as a corporation not for profit under Chapter 1702 of the Ohio Revised Code. In recent months, the corporation hired a new interim director, increased its membership and raised significant amounts of additional funding.

GSP seeks to coordinate the activities of multiple non-profit and quasi-governmental agencies through strategic partnerships and/or mergers. The company also seeks to increase the amount of local economic development funding.

The City seeks to support the efforts and expansion of GSP in 2022 by contributing \$150,000 to enhance economic development, tourism activity, and redevelopment capacity in the City of Sandusky. Funding will be provided in two (2) installments and upon receipt of detailed performance reports.

**Budgetary Information:** The City will be responsible for paying up to \$150,000. The source of funding is the Capital Projects Fund.

**Action Requested:** It is requested that the proper legislation be prepared to enter into a Professional Services Agreement with Greater Sandusky Partnership to enhance economic development, tourism activity, and redevelopment capacity in the City of Sandusky at a total cost not to exceed \$150,000. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter in order to immediately execute the agreement and begin support of the organization's important efforts.

I concur with this recommendation:

---

Eric L. Wobser  
City Manager

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

---

Jonathan Holody  
Community Development Director

## CERTIFICATE OF FUNDS

In the Matter of: Greater Sandusky Partnership – ECEDC Agreement

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

Account #431-6506-53000, 431

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

Michelle Reeder

Finance Director

Dated: 7/6/2022

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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL SERVICES WITH GREATER SANDUSKY PARTNERSHIP FOR CERTAIN ECONOMIC DEVELOPMENT AND MARKETING SERVICES; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, in late 2021, the Erie County Chamber of Commerce changed its name to Greater Sandusky Partnership (GSP) and is organized as a non-profit corporation; and

**WHEREAS**, in recent months, GSP hired a new interim director, increased its membership and raised a significant amount of additional funds and seeks to coordinate the activities of multiple non-profit and quasi-governmental agencies through strategic partnership and/or mergers and increase the amount of local economic development funding; and

**WHEREAS**, the City desires to contract with the GSP to provide unique local professional services for economic development, strategic planning, community revitalization, marketing, and tourism for the City of Sandusky; and

**WHEREAS**, the cost for these professional services is not to exceed \$150,000.00 and will be paid with Capital Projects Funds and this funding will be provided in tow (2) installments and in accordance with the Professional Services Agreement, which is attached to this Ordinance and specifically incorporated herein; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to execute the agreement and immediately begin support of GSP's efforts to enhance economic development in the City of Sandusky; and

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

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

Section 1. This City Commission authorizes and directs the City Manager to enter into an Agreement for Professional Services with Greater Sandusky Partnership for certain economic development and marketing services, substantially in the same form as Exhibit "1", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, together with such revisions or additions as are approved by the Law Director as not being adverse to the City and

as being consistent with carrying out the terms of this Ordinance.

Section 2. This City Commission authorizes and approves the funding contribution to Greater Sandusky Partnership for professional services and the City Manager and/or Finance Director are authorized and directed to expend funds in an amount **not to exceed** One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) pursuant to and in accordance with the agreement.

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

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

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

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

ATTEST: \_\_\_\_\_  
CATHLEEN A. MYERS  
CLERK OF THE CITY COMMISSION

Passed: July 11, 2022



## **AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement made on and entered into on this \_\_\_\_\_ day of July, 2022, is between the City of Sandusky, Ohio, a Municipal Corporation of the State of Ohio, located in the County of Erie, herein referred to as "City," and Greater Sandusky Partnership an Ohio non-profit corporation, whose mailing address is 604 West Washington Street, Sandusky, Ohio 44870 herein referred to as "GSP."

WHEREAS, the City desires to contract with GSP to provide unique local professional services for economic development, strategic planning, community revitalization, advocacy, marketing, community programming for the City of Sandusky; and

WHEREAS, the compensation of GSP set forth herein is determined to be fair and reasonable to the City and GSP; and

WHEREAS, GSP is in a unique position to provide professional services described more fully herein to the City of Sandusky; and

NOW, THEREFORE, in consideration of the mutual promises herein contained, the City and GSP agree as follows:

### **I. SCOPE OF SERVICES**

GSP shall perform the following services:

- (A) Economic Development: GSP shall enter into a contract with Erie County Economic Development Corporation ("ECEDC") in order to grow economic opportunities for individuals and businesses and facilitate the creation and retention of jobs in the City of Sandusky in accordance with the Sandusky Service Level Agreement, attached hereto as "Exhibit A." GSP shall pay ECEDC thirty thousand dollars (\$30,000) for the services provided in the Sandusky Service Level Agreement to the City of Sandusky.

(B) Destination Sandusky: GSP shall lead the creation of a new programming, marketing, and placemaking organization for the City of Sandusky and the 44870 zip code. This organization will lead the creation of new attraction and marketing initiatives aimed at increasing community development and tourism related business activity in the City of Sandusky and 44870 zip code by convening stakeholders, promoting best practices, and facilitating promotional activity.

(C) Capacity Development: GSP shall strengthen the capacity within the City of Sandusky and the 44870 zip code for large-scale community revitalization by contracting for strategic planning services; by exploring the creation of, or partnership with, a community development financial institution; and by engaging professional planners, architects, attorneys, real estate and other professionals for pre-development services.

GSP shall perform such services in accordance with the applicable sections of the Ohio Revised Code and any other applicable Federal, State, or Local rules, regulations, statutes and ordinances.

## **II. REPORTING REQUIREMENTS**

GSP shall submit quarterly progress reports detailing GSP's performance activities related to the provision of the Scope of Services contained herein including a satisfactory level of detail as determined by the City. Progress reports are due on or before October 15, 2022, and December 31, 2022.

## **III. INDEPENDENT CONTRACTOR**

GSP acknowledges that it is an independent contractor while performing the services required in the Agreement. GSP shall not be considered an employee or agent of the City or be entitled or eligible to participate in any benefits or privileges due to employees.

#### **IV. THIRD PARTY CONSULTANTS**

GSP may provide services through one or more consultants employed by GSP (the "Consultants"); provided, however, GSP shall remain responsible to the City for all duties and obligations of GSP under this Agreement. Unless waived or otherwise modified in writing by the City upon written request of GSP, no Consultant shall be retained upon terms inconsistent with this Agreement. GSP shall provide the City with the names and qualifications of any other proposed Consultant, together with a description of the services to be provided by such Consultant for approval. Once approved by the City, the identity of any Consultant and the extent of such Consultant's participation in performing GSP's services shall not be altered without the written consent of the City. Upon the request of the City, GSP shall terminate the employment of any Consultant. The City may communicate with any Consultant either through GSP or directly to the Consultant with notice to GSP.

#### **V. INDEMNIFICATION**

GSP shall indemnify and hold harmless the City and its members, officers, officials, employees and representatives from and against insurable damages, losses, and expenses (including reasonable attorney's fees and other reasonable costs of defense), of any nature, kind or description, which (a) arise out of, are caused by or result from performance to GSP's services hereunder and (b) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to damage to or destruction of property, including the loss of use resulting therefrom, but (c) only to the extent they are caused by any negligent acts, errors or omissions of GSP, or anyone directly employed by GSP.

## **VI. CONFIDENTIALITY**

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

## **VII. COMPENSATION**

The City shall pay GSP a total amount of, and not to exceed, one hundred and fifty thousand dollars (\$150,000) without further City Commission approval. Compensation is contingent on GSP fulfilling the terms of this agreement and satisfying the reporting requirements herein.

The City shall pay GSP for the services performed in two installments. The City shall pay the first installment in the amount of ninety thousand dollars (\$90,000) on or before July 30, 2022. GSP shall remit thirty thousand dollars (\$30,000) from the first installment to ECEDC within fifteen days of receipt of payment.

The City shall pay the remaining installment in the amount of sixty thousand dollars (\$60,000) on or before October 15. Payment of this installment is contingent on the City receiving the required quarterly progress report and GSP performing its obligations under this Agreement to the satisfaction of the City.

## **VIII. TERM AND TERMINATION**

This Agreement will begin on July \_\_\_\_\_ 2022, and will terminate on December 31, 2022. Either party may terminate this Agreement by giving 30 days written notice to the other party by certified mail, return receipt requested, to GSP at 604 West Washington Street, Sandusky, Ohio 44870, and to the City at 240 Columbus Avenue, Sandusky, Ohio 44870, Attention: City Manager.

The notice of termination is deemed to be effective upon receipt by the other party. Upon termination of this Agreement, GSP shall have no further obligation to provide services to the City and the City shall have no further obligation to pay compensation beyond that for services rendered before the notice of termination is received.

**IX. GOVERNING LAW**

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

**X. EQUAL EMPLOYMENT OPPORTUNITY**

In carrying out this Agreement, GSP shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Such action will include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. GSP shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this nondiscrimination clause. GSP shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national original, disability, or age. GSP shall incorporate the provisions of this paragraph in all subcontracts for any work covered by this Agreement.

**XI. ASSIGNABILITY**

The City and GSP, each bind themselves, their successors, assigns and legal representatives, to the other party to this Agreement and to the successors, assigns and legal representatives of the other party with respect to all terms of this Agreement. GSP

shall not assign, or transfer any right, title or interest in this Agreement without the prior written consent of the City. The requirement that GSP enter into a contract with ECEDC shall not be construed as an assignment of any responsibility on the part of GSP.

**XII. FINDINGS CONFIDENTIAL**

No reports, information, data, etc., given to or prepared or assembled by GSP under this Agreement shall be made available to any individual or organization by GSP without prior approval of the City, except for the communication of necessary information between responsible parties who are involved with the scope of services.

**XIII. COPYRIGHT**

No material produced in whole or in part under this Agreement will be subject to copyright in the United States or any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part any reports, data or other materials prepared by GSP under this Agreement.

**XIV. ENTIRE AGREEMENT**

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

**XV. SEVERABILITY**

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

**XVI. AMENDMENTS**

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

**SIGNATURE PAGE TO FOLLOW**

**EXHIBIT "1"**

**WITNESSES:**

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**CITY OF SANDUSKY:**

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Eric L. Wobser, City Manager

**WITNESSES:**

**GREATER SANDUSKY PARTNERSHIP**

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**EXHIBIT "1"**

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Approved as to Form:

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Brendan Heil  
Law Director  
City of Sandusky



**CERTIFICATE OF DIRECTOR OF FINANCE**

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

**EXHIBIT "1"**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michelle Reeder  
Director of Finance

\_\_\_\_\_  
Account Number

# Sandusky Service Level Agreement – 2022

City of Sandusky & Erie County Economic Development Corporation (ECEDC)

ECEDC's Mission: To grow economic opportunities for individuals and businesses and facilitate the creation and retention of jobs through collaborative and comprehensive economic development programs.

In order to advance its mission, Erie County Economic Development Corporation will focus on the following areas that provide benefit to the City of Sandusky – administration, residents and business community:

ECEDC Focus Areas	Commitment to City of Sandusky
<u>Business attraction, retention, and expansion, including small business development and entrepreneur support</u>	<ul style="list-style-type: none"><li>• Conduct regular, proactive business retention visits to identify early warning signs of threats or business development opportunities and ensure businesses receive the assistance necessary to stay and grow in Sandusky.<ul style="list-style-type: none"><li>○ Market Sandusky's economic development programs, incentives, and support systems through this effort.</li><li>○ Target large employers and businesses operated in traded sectors as first priority.</li></ul></li><li>• Produce a quarterly report highlighting the growing industries, regional challenges and anticipated investments of regional businesses.</li><li>• Link eligible new or existing businesses to regional, state and federal resources to facilitate business development and the construction or expansion of facilities and/or technologies. Provide City of Sandusky staff with notice of funding availability and changing policies that may impact the economic development arena within the City of Sandusky.</li><li>• Inventory available development sites and buildings in order to market them to potential new businesses. Set up Sandusky's economic development staff as a contributor to ECEDC's system in order to jointly review and update property listings regularly.</li><li>• Connect new and existing business owners to available sites that meet their needs and provide information for their new development or relocation.</li><li>• Serve as Erie County's JobsOhio network partner to receive state attraction leads and vet and develop prospect proposal and responses.</li></ul>



- Connect with Sandusky's economic development staff and incorporate input into Requests for Information (RFI) submitted to JobsOhio.
  - Meet regularly to share the results of state and local leads, regional trends in business attraction and needs for Erie County's physical and technical infrastructure.
- Support entrepreneurs through the operation of the Regional Incubator for Sustainability and Entrepreneurship (RISE) program. RISE is a partnership with the Great Lakes Innovation and Development Enterprise (GLIDE), Bowling Green State University (BGSU) Firelands, and Norwalk Economic Development Corporation (NEDC) and provides business development assistance to both startups and existing businesses.
  - Deliver RISE services via one-on-one milestone mentoring to Sandusky area entrepreneurs, including viability analysis, business plan development, sales and marketing support, employee training and development, and access to capital. RISE held over 100 advising appointments in 2021 and is set to increase the number for 2022.
  - Coordinate and implement entrepreneurial activities and events such as networking and educational events to Erie County small businesses to support their development. RISE will host at least 12 events for entrepreneurs in 2022 and focus on networking, marketing, financial planning and supporting minority business owners.
- Serve as Executive Director of the Erie County Port Authority, offering bond financing and sales tax savings to large expansion and construction projects in the Sandusky area.
- Serve as steering committee member of the newly formed Minority Business Empowerment Team (MBET) and help to mobilize community goals and programming. MBET's mission is to champion minority business development through collective and intentional entrepreneur support that improves the economic, social, and personal standing for all minority entrepreneurs in the Greater Sandusky Area.
- Serve as a member of the Sandusky Economic Development Incentive Review committee and be available to the City of Sandusky to vet proposals as received.



<u>Workforce attraction and development</u>	<ul style="list-style-type: none"> <li>• Support regional workforce development needs both proactively and in project specific applications for City of Sandusky businesses such as demographic or labor market analysis.</li> <li>• Serve as the host of Firelands Forward, a regional workforce collaborative commissioned by the Firelands Partnership, whose mission is to grow our region's economy by connecting a stable skilled and supported labor force to meaningful and sustaining employment. <ul style="list-style-type: none"> <li>○ Support Firelands Forward outcomes of businesses served, students engaged in career connections, and collaboration with workforce development partners.</li> </ul> </li> <li>• Serve as a lead of the Erie County K-16 Business Advisory Council (includes Sandusky City Schools and Sandusky Central Catholic) whose mission is to cultivate relationships and enhance connections between the business and education communities to understand ongoing opportunities and implement support strategies. <ul style="list-style-type: none"> <li>○ Host and provide scholarships to a Teacher Business Bootcamp to introduce area educators to businesses in the City of Sandusky, the jobs available within the businesses, and their impact to the economy, with requirements that teachers incorporate their learnings into student curriculum.</li> </ul> </li> <li>• Serve as the host of the Employer Resource Network, a network of businesses that work with an employee wellness coach in order to address employment barriers and increase retention</li> <li>• Develop and host the WorkInFirelands platform. A digital portal designed as a regional solution to connect job seekers to resources, employers, internship opportunities, etc. under one module.</li> </ul>
<u>Regional economic development and brand awareness</u>	<ul style="list-style-type: none"> <li>• Regularly feature Sandusky based businesses and City of Sandusky vision and economic development incentives in marketing campaigns promoting our region as a pro-growth location, such as 2021 campaigns like, MBET Startup Scholarship, and 12 Days of Development email series, which consistently reaches thousands of business readers.</li> <li>• Provide virtual and in-person educational opportunities for businesses in the region that enhance their knowledge in various aspects of starting and running a business.</li> <li>• Partner with Shores and Islands Ohio to promote Sandusky as a destination to do business and work.</li> <li>• Serve as Chair of the City of Sandusky Energy Special Improvement District (ESID) and contribute to other public and private community development related committees.</li> <li>• Monitor state legislation considered to have an impact on area economic development opportunities.</li> </ul>