



**SANDUSKY CITY COMMISSION  
REGULAR SESSION AGENDA  
MAY 22, 2023 AT 5 P.M.  
CITY HALL, 240 COLUMBUS AVENUE**

INVOCATION	Mr. Murray
PLEDGE OF ALLEGIANCE	
CALL TO ORDER	
ROLL CALL	D. Murray, D. Brady, S. Poggiali, D. Waddington, B. Harris, M. Meinzer, W. Poole
APPROVAL OF MINUTES	May 8, 2023 Regular Meeting
AUDIENCE PARTICIPATION	
KEY TO THE CITY	Reverend Thomas E. Darden, Dennis Murray, Commission Vice President
PROCLAMATION	Click It or Ticket 2023
COMMUNICATIONS	Motion to accept all communications submitted below.
CURRENT BUSINESS	

**CONSENT AGENDA ITEMS**

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

**LIQUOR LICENSE FOR S & S REALTY LTD**

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

**Notice to Legislative Authority for NEW D5A Liquor License,** Spirituous liquor on premises consumption only, beer, wine, and mixed beverages for on premises, or off premises in original sealed containers until 2:30 am for hotel or motel with 50 or more rooms for transient guests.

**For: S & S Realty LTD (Thirsty Pony/Cedar Stables Inn/Cedar Corner Complex), 1935 Cleveland Road.**

**ITEM B – Submitted by Colleen Gilson, Interim Director of Community Development SECOND READING**

**APPROVAL OF ENTERPRISE ZONE TAX ABATEMENT AGREEMENT WITH FIRELANDS FEDERAL CREDIT UNION**

**Budgetary Information:** The project will have an ongoing positive impact on the general fund, as 25% of the increase in assessed value will be subject to real estate taxes during the abatement period. The project will also help sustain employment in the local economy and will create at least one (1) and retain four (4) permanent full-time positions subject to City income tax.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to enter into an enterprise zone agreement with Firelands Federal Credit Union, relating to property located at 329 W. Perkins Avenue; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

**ITEM C – Submitted by Cody Browning, IT Manager**

**APPROVAL FOR SOFTWARE SUPPORT RENEWAL WITH JOHNSON CONTROLS**

**Budgetary Information:** The cost for the annual Software House Support for a 12-month period is \$11,458.15 and will be paid with funds from the IT Department operating budget.

**ORDINANCE NO. \_\_\_\_\_:** It is requested that an ordinance be passed authorizing and directing payment to Johnson Controls Inc. of Cleveland, Ohio, for the annual software house support fee for the City's access control systems (door locks) for the period June 1, 2023, through May 31, 2024; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

**ITEM D – Submitted by Jane Cullen, City Engineer**

**WWTP SECONDARY DIGESTER #3 CLEANOUT PROJECT CHANGE ORDER 1 & FINAL WITH SYNAGRO CENTRAL**

**Budgetary Information:** Change Order No. 1, a deduction in the amount of \$30,820.03 will revise the contract amount to \$37,917.65 for Synagro Central, LLC. The final costs for the project are to be paid with Sewer Funds.

**ORDINANCE NO. \_\_\_\_\_:** It is requested that an ordinance authorizing and directing the City Manager to approve the first & final change order for work performed by Synagro Central, LLC of Fredericktown, Ohio, for the Wastewater Treatment Plant (WWTP) Secondary Digester #3 Cleanout Project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

**ITEM E – Submitted by Josh Snyder, Public Works Engineer**

**APPROVAL OF 2022 W. MONROE ST DRAINAGE PROJECT CHANGE ORDER 1 & FINAL WITH ED BURDUE**

**Budgetary Information:** This original contract was not to exceed \$105,749.16. The final contract amount will be \$117,795.63, which is an increase of \$12,046.47, an overall increase of 11%, shall be paid from the Sewer Funds.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to approve the first & final change order for work performed by Ed Burdue & Co. LLC, of Sandusky, Ohio, for the 2022 W. Monroe Street Drainage Project in the amount of \$12,046.47; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

**REGULAR AGENDA**

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

**ADMISSION TAX UPDATE**

**Budgetary Information:** There is projected to be no budgetary impact.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed amending Part One (Administrative Code), Title Nine (Taxation), Chapter 195 (Admissions Tax), Sections 195.02 (Definitions), 195.03 (Admission Tax Levied), and 195.05 (Collection of Tax) of the Codified Ordinances, in the manner and way specifically set forth hereinbelow.

**ITEM 2 – Submitted by John Orzech, Interim City Manager**

**APPROVAL OF FOURTH AMENDMENT TO SEWER SERVICES AGREEMENT**

**Budgetary Information:** This amendment provides the framework for Erie County paying their appropriate share of the Mills High-Rate Treatment and the Ultraviolet Disinfection Projects through a 30-year loan that the City arranged with the Water Pollution Control Loan Fund. The County will pay their appropriate share of each debt service payment prior to the debt service being due.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to enter into a fourth amendment to the Sewer Services Agreement with Erie County and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

**ITEM 3 – Submitted by James Stacey, Transit Administrator**

**APPROVAL OF STS AGREEMENT FOR TRANSPORTATION SERVICES WITH KALAHARI RESORTS**

**Budgetary Information:** STS will receive \$71,400 for the length of the proposed contract. This money collected will be used to offset the capital planning and operating expenses through the 2023 5311 Rural grant program.

**ORDINANCE NO. \_\_\_\_\_:** It is requested that an ordinance authorizing and directing the City Manager to enter into an agreement for transportation services between the City of Sandusky and LMN Dev Spe LLC, d.b.a. Kalahari Resorts & Conventions-Sandusky for the period of January 1, 2023, through December 31, 2023; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

**ITEM 4 – Submitted by James Stacey, Transit Administrator**

**ACCEPTING CONTRIBUTIONS FOR STS**

**Budgetary Information:** The funds collected in the amount of \$55,300 will be deposited to the Transit fund to help offset Operating and Maintenance expenses.

**RESOLUTION NO. \_\_\_\_\_:** It is requested a resolution be passed accepting financial assistance from the city of Vermilion, Huron Township, and Perkins Township for the operation of the Sandusky Transit System; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the City Charter.

**ITEM 5 – Submitted by James Stacey, Transit Administrator**

**APPROVAL TO PURCHASE CRADLEPOINT MOBILE ROUTERS FROM INSIGHT FOR STS**

**Budgetary Information:** The purchase of equipment, license subscription and technical support will cost \$17,800 and will be 100% reimbursed by the Ohio Transit Partnership Program SFY2021 OPT2 funding source code OTPP-0081-GRF-211.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to expend funds for the purchase of eight (8) Cradlepoint Mobile Routers and subscription licenses from Insight Public Sector of Tempe, Arizona, through the Equalis Group Cooperative Purchasing Program for the Sandusky Transit System; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

**ITEM 6 – Submitted by Colleen Gilson, Interim City Manager/Interim Community Development Director**

**APPROVAL OF MOU WITH FAIRMONT PROPERTIES & NORTHCOAST INNS FOR JACKSON ST. LOT**

**Budgetary Information:** There is no cost to the City.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to enter into a Memorandum of Understanding with Fairmount Properties, LLC, and North Coast Inns, Inc. for the potential redevelopment of the Jackson Street parking lot in Sandusky; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

**ITEM 7 – Submitted by Colleen Gilson, Interim City Manager/Interim Community Development Director**

**APPROVAL OF ED GRANT AGREEMENT WITH EL GRAND PATRON**

**Budgetary Information:** The City will be responsible for providing \$15,000 in grant proceeds from the Economic Development Capital Projects Fund on a reimbursement basis.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and approving a grant in the amount of \$15,000.00 through the Economic Development Fund Program to El Pino LLC, d.b.a. El Grand Patron Mexican Restaurant, in relation to the property located at 1007 West Perkins Avenue, Sandusky; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

**ITEM 8 – Submitted by Josh Snyder, Public Works Engineer**

**PERMISSION TO BID 2023 CDBG STREET REHABILITATION PROJECT**

**Budgetary Information:** The estimated cost of the project including engineering, inspection, advertising, construction, and miscellaneous costs, is \$264,839.61 paid solely with federal Community Development Block Grant (CDBG) Funds.

**RESOLUTION NO. \_\_\_\_\_:** It is requested a resolution be passed declaring the necessity for the City to proceed with the proposed 2023 Community Development Block Grant (CDBG) Street Rehabilitation Project; approving the specifications and engineer's estimate of cost thereof; and directing the City Manager to advertise for and receive bids in relation thereto; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the City Charter.

**ITEM 9 – Submitted by Megan Stookey, Project Manager**

**PERMISSION TO AWARD 2023 SIDEWALK REPAIR & REPLACEMENT PROJECT TO HULA CONSTRUCTION**

**Budgetary Information:** The contract shall not exceed \$153,628.70 which shall be paid with \$85,655.85 Capital Projects Funds (Issue 8 Infrastructure), \$20,655.75 American Rescue Act Funds and \$47,317.10 Capital Improvement Funds.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to enter into a contract with JMJ Incorporated Ltd, d.b.a. Hula Construction of Castalia, Ohio, for the 2023 Sidewalk Repair & Replacement Project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

**ITEM 10 – Submitted by Megan Stookey, Project Manager**

**APPROVAL TO PURCHASE JUSTICE CENTER EVIDENCE ROOM SHELVING FROM OSUPPLIES**

**Budgetary Information:** The cost for the purchase and installation of new shelving units for the Evidence Room at the Justice Center facility shall not exceed \$25,294.49 and be paid for using the Capital Projects Fund.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to expend funds to STS Offerings, Ltd., d.b.a. Osupplies.com of Sandusky, Ohio, for the purchase and installation of new shelving units for the evidence room at the Justice Center facility; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

**ITEM 11 – Submitted by Mario D’Amico, Fire Chief**

**APPROVAL TO PURCHASE 5 PORTABLE RADIOS FOR FIRE FROM MOTOROLA**

**Budgetary Information:** The total amount for this purchase is \$13,019.60. This purchase will be paid with monies from the Sandusky Fire Department’s operating budget.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to purchase five (5) APX 900 Model 2 Portable Radios and accessories from Motorola Solutions, Inc. of Chicago, Illinois, through the Sourcwell Cooperative Purchasing Program; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

**ITEM 12 – Submitted by Marcus Harris, Diversity & Economic Opportunity Manager**

**APPROVAL FOR AGREEMENT WITH ERIE COUNTY OHIO MEANS JOBS FOR SUMMER JOBS PROGRAM**

**Budgetary Information:** There is no budgetary impact. Seasonal employment funds spent on wages for youth in the program will be re-imbursed to the City of Sandusky from ECOMJ up to \$13/hr.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to enter into a work site agreement with Ohio Means Jobs of Erie County for the Summer Youth Employment Program and the reimbursement of wages for program participants; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

**ITEM 13 – Submitted by Jason Werling, Recreation Superintendent**

**APPROVAL FOR AGREEMENT WITH GWN FOR 4<sup>TH</sup> DRAGONS & BACON FESTIVAL FOR RECREATION**

**Budgetary Information:** The amount payable by the City of Sandusky Recreation Division to GWN Communications, LTD. under the agreement for the 2023 Dragons & Bacon Fest is US \$16,500.00. A 25% deposit totaling \$4,125.00 would be due immediately following commission approval. The city of Sandusky shall have the right to terminate the agreement due to the cancellation of the event or lack of team registrations, if written notice of cancellation is received before August 15, 2023, at which the 25% deposit will be refunded. If paid, the City will recoup these costs from the registration fees paid by the participants.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to enter into a services agreement with Great White North Communications, Ltd., of Toronto, Ontario, for services related to the fourth annual Dragons and Bacon Festival for the Recreation Department; 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

764665600003		NEW		S&S REALTY LTD 1935 CLEVELAND RD SANDUSKY OH 44870
PERMIT NUMBER		TYPE		
ISSUE DATE				
04 27 2023				
FILING DATE				
D5A		PERMIT CLASSES		
22	077	B	D77426	
TAX DISTRICT		RECEIPT NO.		

FROM 05/03/2023

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



MAILED 05/03/2023

RESPONSES MUST BE POSTMARKED NO LATER THAN. 06/05/2023

**IMPORTANT NOTICE**

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

REFER TO THIS NUMBER IN ALL INQUIRIES **B NEW 7646656-00003**

(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

## Cathy Myers

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**From:** Jared Oliver  
**Sent:** Tuesday, May 9, 2023 3:24 PM  
**To:** Cathy Myers; Mario D'Amico; Colleen Gilson  
**Subject:** RE: NEW Liquor License for S&S Realty LTD

SPD has no concerns with this permit.



**Jared Oliver | Chief of Police**  
SANDUSKY POLICE DEPARTMENT  
222 Meigs Street | Sandusky, OH 44870  
T: 419.627.5869 | F: 419.627.5862  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)



**From:** Cathy Myers <CommissionClerk@cityofsandusky.com>  
**Sent:** Tuesday, May 9, 2023 2:55 PM  
**To:** Jared Oliver <joliver@cityofsandusky.com>; Mario D'Amico <mrdamico@cityofsandusky.com>; Colleen Gilson <CGilson@cityofsandusky.com>  
**Subject:** NEW Liquor License for S&S Realty LTD

Please Indicate for Commission if you have any objections/concerns:

D5A: ORC 4303.18 Spirituous liquor for on premises consumption only, beer, wine and mixed beverages for on premises, r off premises in original sealed containers,  
until 2:30am for hotel or motel with 50 or more rooms for transient guests.

FOR: S&S Realty LTD (Thirsty Pony/Cedar Stables Inn/Cedar Corner Complex), 1935 Cleveland Road, Sandusky.



**Cathy Myers, Commission Clerk**  
City Hall  
240 Columbus Avenue | Sandusky, OH 44870  
T: 419.627.5850 | F: 419.627.5555  
[www.cityofsandusky.com](http://www.cityofsandusky.com)



## Cathy Myers

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**From:** Mario D'Amico  
**Sent:** Wednesday, May 10, 2023 7:55 AM  
**To:** Colleen Gilson; Cathy Myers; Jared Oliver  
**Subject:** Re: NEW Liquor License for S&S Realty LTD

SFD has no issues with this permit.



Mario D'Amico | *Fire Chief*  
**SANDUSKY FIRE DEPARTMENT**  
600 W. Market Street | Sandusky, OH 44870  
T: 419.627.5822 | F: 419.627.5820  
[mdamico@ci.sandusky.oh.us](mailto:mdamico@ci.sandusky.oh.us)

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**From:** Colleen Gilson <CGilson@cityofsandusky.com>  
**Sent:** Wednesday, May 10, 2023 7:48 AM  
**To:** Cathy Myers <CommissionClerk@cityofsandusky.com>; Jared Oliver <joliver@cityofsandusky.com>; Mario D'Amico <mdamico@cityofsandusky.com>  
**Subject:** RE: NEW Liquor License for S&S Realty LTD

No issues from CD.

**From:** Cathy Myers <CommissionClerk@cityofsandusky.com>  
**Sent:** Tuesday, May 9, 2023 2:55 PM  
**To:** Jared Oliver <joliver@cityofsandusky.com>; Mario D'Amico <mdamico@cityofsandusky.com>; Colleen Gilson <CGilson@cityofsandusky.com>  
**Subject:** NEW Liquor License for S&S Realty LTD

Please Indicate for Commission if you have any objections/concerns:

D5A: ORC 4303.18 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 for hotel or motel with 50 or more rooms for transient guests.

FOR: S&S Realty LTD (Thirsty Pony/Cedar Stables Inn/Cedar Corner Complex), 1935 Cleveland Road, Sandusky.

**Cathy Myers, Commission Clerk**  
City Hall  
240 Columbus Avenue | Sandusky, OH 44870  
T: 419.627.5850 | F: 419.627.5555  
[www.cityofsandusky.com](http://www.cityofsandusky.com)

## Cathy Myers

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**Sent:** Wednesday, May 10, 2023 7:48 AM  
**To:** Cathy Myers; Jared Oliver; Mario D'Amico  
**Subject:** RE: NEW Liquor License for S&S Realty LTD

No issues from CD.

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**From:** Cathy Myers <CommissionClerk@cityofsandusky.com>  
**Sent:** Tuesday, May 9, 2023 2:55 PM  
**To:** Jared Oliver <joliver@cityofsandusky.com>; Mario D'Amico <mdamico@cityofsandusky.com>; Colleen Gilson <CGilson@cityofsandusky.com>  
**Subject:** NEW Liquor License for S&S Realty LTD

Please Indicate for Commission if you have any objections/concerns:

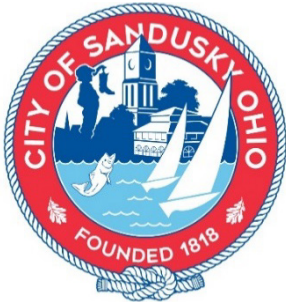
D5A: ORC 4303.18 Spirituous liquor for on premises consumption only, beer, wine and mixed beverages for on premises, off premises in original sealed containers, until 2:30am for hotel or motel with 50 or more rooms for transient guests.

FOR: S&S Realty LTD (Thirsty Pony/Cedar Stables Inn/Cedar Corner Complex), 1935 Cleveland Road, Sandusky.



**Cathy Myers, Commission Clerk**  
City Hall  
240 Columbus Avenue | Sandusky, OH 44870  
T: 419.627.5850 | F: 419.627.5555  
[www.cityofsandusky.com](http://www.cityofsandusky.com)





## DEPARTMENT OF COMMUNITY DEVELOPMENT

240 Columbus Avenue  
Sandusky, Ohio 44870  
419.627.5832  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

**To:** John Orzech, Interim City Manager  
**From:** Colleen Gilson, Interim Community Development Director/Interim Asst City Manager  
**Date:** April 25, 2023  
**Subject:** Commission Agenda Item – Enterprise Zone (EZ) Tax Abatement Agreement – Firelands Federal Credit Union

**Items for Consideration:** Legislation approving an Enterprise Zone Tax Abatement Agreement with Firelands Federal Credit Union for improvements to the property at 329 W Perkins Avenue, Sandusky, Ohio.

**Background Information:** Firelands Federal Credit Union seeks to develop a facility at 329 W Perkins Avenue. The company purchased the property in February 2023, cleared the site, and obtained site plan approval from the Planning Commission in March 2023 for the construction of the new building (approximately 2,696sq ft) and drive thru/vestibule overhang (approximately 789 sq ft). The new building will be constructed in 2023.

The new facility is expected to employ at least one (1) new full-time equivalent employee and will retain four (4) full time equivalent employees that will be relocated to this site. The total project cost is estimated to be at least \$2.5M.

Staff recommends the approval of a 10-year, 75% real estate tax abatement on the increase to the assessed valuation of the property. Pursuant to Ohio Revised Code Section 5709.83, the Sandusky City Schools were provided the required notification on April 10, 2023.

**Budgetary Information:** The project will have an ongoing positive impact on the general fund, as 25% of the increase in assessed value will be subject to real estate taxes during the abatement period. The project will also help sustain employment in the local economy and will create at least one (1) and retain four (4) permanent full-time positions subject to City income tax.

**Action Requested:** It is requested that the proper legislation be prepared to allow the City to enter into an Enterprise Zone Tax Abatement Agreement with the Firelands Federal Credit Union. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter in order to immediately approve the Enterprise Zone Tax Abatement Agreement to ensure the full benefit of the abatement is realized.

I concur with this recommendation:

\_\_\_\_\_  
John Orzech, Interim City Manager

\_\_\_\_\_  
Colleen Gilson, Interim Community Development Dir.  
Interim Assistant City Manager

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





240 Columbus Avenue, 4<sup>th</sup> Floor  
Sandusky, Ohio 44870  
419.627.5832  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

April 10, 2023

Yvonne Anderson, Treasurer  
Sandusky City Schools  
407 Decatur Street  
Sandusky, Ohio 44870

**RE: FIRELANDS FEDERAL CREDIT UNION - REQUEST FOR ENTERPRISE ZONE TAX ABATEMENT**

Dear Ms. Anderson:

The City of Sandusky has received a request for Enterprise Zone tax abatement from Fireland Federal Credit Union for the construction of a new building at 329 Perkins Avenue, Sandusky, Ohio. The company plans to invest at least \$2,490,000 and create at least one (1) new employment positions and relocate 4 FTE employees to the site with a total annual payroll of \$213,000.00 at the site.

The City's Community Development Department has reviewed this request and is recommending an Enterprise Zone abatement of seventy five percent (75%) of new real estate taxes for improvements made at the property for a period of ten (10) years.

Pursuant to Ohio Revised Code Section 5709.83, the Sandusky City Schools are hereby notified that the Sandusky City Commission will consider the proposed abatement at its meeting on May 8, 2023.

If you have any questions or concerns related to this project, please feel free to contact me by phone at (419) 627-5707 or by email at [cgilson@cityofsandusky.com](mailto:cgilson@cityofsandusky.com).

Sincerely,

Colleen Gilson  
Interim Director of Community Development  
Interim Assistant City Manager

Enc. *Enterprise Zone Program Application – Firelands Federal Credit Union*

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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN ENTERPRISE ZONE AGREEMENT WITH FIRELANDS FEDERAL CREDIT UNION, RELATING TO PROPERTY LOCATED AT 329 W. PERKINS AVENUE; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the State of Ohio has provided for the establishment of “Enterprise Zones” pursuant to Sections 5709.61 to 5709.914 of the Ohio Revised Code (the “Act”), and for the provision of tax incentives to private enterprise in order to promote and encourage expansion programs by private enterprise in such Enterprise Zones, and the creation and/or preservation of jobs and economic development in connection therewith; and

**WHEREAS**, the City Commission, by Resolution No. 05-183 adopted December 27, 2005, designated an area as an Enterprise Zone pursuant Section 5709.61(A)(1)(a) and (f) of the Act; and

**WHEREAS**, effective April 18, 2006, the Director of Ohio Development Services Agency of the State of Ohio determined that the geographic area designated in said Resolution No. 05-183 contains the characteristics set forth in Section 5709.61(A)(1)(a) and (f) of the Act and certified said area as an Enterprise Zone under the Act; and

**WHEREAS**, Firelands Federal Credit Union purchased property located at 329 W. Perkins Avenue in February 2023 and has cleared the site, obtained site plan approval from the Planning Commission and seeks to construct a new building and drive thru / vestibule overhang estimated to cost at least \$2.5 million; and

**WHEREAS**, the City received a request for Enterprise Zone tax abatement from Firelands Federal Credit Union for their development project; and

**WHEREAS**, it is recommended to approve a 10-year, 75% real estate tax abatement on the increase to the assessed valuation of the property, based on the investment and the importance of the project to positively impact the City economically; and

**WHEREAS**, pursuant to Ohio Revised Code §5709.83, the Board of Education of the Sandusky City Schools was notified in writing of the request for tax exemption by letter dated April 10, 2023; and

**WHEREAS**, this project will have an ongoing positive impact the City's General Fund as 25% of the increase in assessed value will be subject to real estate taxes during the abatement period and the project will create at least one (1) new full-time equivalent employee and retain four (4) full-time equivalent employees subject to City income tax; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately execute the agreement and to ensure the full benefit of the abatement is realized; 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 Commission hereby approves the Enterprise Zone Agreement with Firelands Federal Credit Union pursuant to the terms and conditions contained therein, a copy of which is marked Exhibit "1" attached to this Ordinance and is specifically incorporated as if fully rewritten herein.

Section 2. The City Manager is hereby authorized and directed to execute the Enterprise Zone with Firelands Federal Credit Union on behalf of the City in accordance with the terms and conditions as contained in the form of the agreement marked Exhibit "1" attached to this Ordinance and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the terms of this Ordinance.

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

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

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

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

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

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

Passed: May 22, 2023

## **ENTERPRISE ZONE AGREEMENT**

This ENTERPRISE ZONE AGREEMENT (the "Agreement") is made and entered into by and between the City of Sandusky, Ohio, an Ohio municipal corporation with a Commission-Manager form of government with its main offices located at 240 Columbus Avenue, Sandusky, Ohio 44870 (the "City"), and Firelands Federal Credit Union an Ohio non-profit corporation, with mailing address of 300 North St., PO Box 8005, Bellevue, Ohio 44811 (the "Company").

### **WITNESSETH:**

WHEREAS, the City has encouraged the development of real property and the acquisition of personal property located in the area designated as an Enterprise Zone; and

WHEREAS, the Company has purchased the property located at 329 W Perkins Avenue Sandusky, Ohio 44870 and further identified as Permanent Parcel #57-0249.000 which may be amended, consolidated or subdivided, as the case may be. The Company is now desirous of redeveloping the building to accommodate the relocation and expansion of the Company's Credit Union. The Company will invest at least \$2,490,000.00 into this project (the "Project"), which Project will preserve or create employment opportunities within the boundaries of the aforementioned Enterprise Zone, provided that the appropriate development incentives are available to support the economic viability of said Project; and

WHEREAS, the Sandusky City Commission of the City of Sandusky, Ohio by Resolution No. 05-183 adopted April 18, 2006, designated the area as an "Enterprise Zone" pursuant Chapter 5709.61(A)(1)(a) and (f) of the Ohio Revised Code; and



WHEREAS, effective April 18, 2006, the Director of the Ohio Development Services Agency of the State of Ohio determined that the aforementioned area designated in said Resolution No. 05-183 contains the characteristics set forth in Section 5709.61(A)(1)(a) and (f) of the Ohio Revised Code and certified said area as an Enterprise Zone under said Chapter 5709; and

WHEREAS, the City having the appropriate authority for the stated type of project is desirous of providing the Company with incentives available for the development of the Project in said Enterprise Zone under Chapter 5709 of the Ohio Revised Code; and

WHEREAS, the Company has submitted a proposed agreement application (herein attached as Exhibit A) to the City (the "Application"); and

WHEREAS, the Company has remitted the required state application fee of \$750.00 made payable to "Treasurer of the State of Ohio" with the application to be forwarded with the final agreement; and

WHEREAS, the Community Development staff of the City has investigated the application of the Company and has recommended the same to the Sandusky City Commission on the basis that the Company is qualified by financial responsibility and business experience to create and preserve employment opportunities in said Enterprise Zone and improve the economic climate of the City; and

WHEREAS, the project site as proposed by the Company is located in the Sandusky City School District and the Board of Education of the Sandusky City Schools have been notified in accordance with Section 5709.83 and been given a copy of the application; and

WHEREAS, pursuant to Section 5709.62(C) and in conformance with the format required under Section 5709.631 of the Ohio Revised Code, the parties hereto desire to set forth their

agreement with respect to matters hereinafter contained;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, the parties agree as follows:

1. The Company shall redevelop the property to accommodate the relocation and expansion of the Company's banking operations. The company seeks to remove the existing building through demolition and construct a new facility to expand their ability to provide personal and commercial banking services to Sandusky. The Company estimates an anticipated investment for the Project of \$2,490,000.00. The Project represents a significant new investment on the site. The construction is expected to be completed by November 30, 2023.

2. The Company shall retain four (4) full time equivalent employment positions in the City and create or cause to be created the equivalent of one (1) new full-time job opportunities by December 31, 2024.

The Company, and its affiliated entities, currently has no full-time permanent employees, no part-time permanent employees, no temporary employees, and no part-time temporary employees at the Project site. In total, the Company, and its affiliated entities will have 113 full-time permanent employees, 4 part-time permanent employees, no full-time temporary employees, and no part-time temporary employees in the State of Ohio.

This total increase and retention in the number of employees over the entire job creation period will result in approximately \$213,000.00 (dollars) of additional annual payroll for the Company or made possible by the Company. The following is an itemization by the type of new jobs created and retained: permanent full-time \$213,000.00, permanent part-time \$0, temporary full-time \$0, and temporary part-time \$0.

3. The Company shall provide to the proper Tax Incentive Review Council any information reasonably required by the council to evaluate the enterprise's compliance with the agreement, including returns filed pursuant to section 5711.02 of the Ohio Revised Code if requested by the council.

4. The Company will use its best efforts to hire employees from Erie County, with a preference to residents of the City. Furthermore, the Company shall use Erie County contractors for work related to the Project to the greatest extent possible.

5. The City hereby grants the Company a tax exemption for real property improvements made to the Project site pursuant to Section 5709.62 of the Ohio Revised Code for ten (10) years and shall be in the following amounts:

<u>Year of Tax Exemption</u>	<u>Tax Exemption Amount</u>
YR 1	75%
YR 2	75%
YR 3	75%
YR 4	75%
YR 5	75%
YR 6	75%
YR 7	75%
YR 8	75%
YR 9	75%
YR 10	75%

The exemption commences the first year for which the real property would first be taxable were that property not exempted from taxation. No exemption shall commence after 2023 nor extend beyond 2033.

The Company must file the appropriate tax forms with the County Auditor and with the State Department of Taxation (#913) to effect and maintain the exemptions covered in the agreement. The #913 Ohio tax form **must** be filed annually.

6. The Company shall pay an annual monitoring fee equal to two hundred dollars (\$200.00).

The fee shall be made payable to the City once per year, due no later than April 15<sup>th</sup> of each year. The fee is to be paid to the Director of Finance by check made out to the City of Sandusky. This fee shall be deposited in a special fund created for such purpose and shall be used exclusively for the purpose of complying with section 5709.68 of the Ohio Revised Code and by the Tax Incentive Review Council created under section 5709.85 of the Ohio Revised Code exclusively for the purposes of performing the duties prescribed under that section.

7. The Company shall pay such real and tangible personal property taxes as are not exempted under this agreement and are charged against such property and shall file all tax reports and returns as required by law. If the Company fails to pay such taxes or file such returns and reports, all incentives granted under this agreement are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.

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

9. If for any reason the Enterprise Zone designation expires, the Director of the Ohio Development Services Agency revokes certification of the zone, or the City revokes the designation of the zone, entitlements granted under this agreement shall continue for the number of years specified under this agreement, unless the Company materially fails to fulfill its obligations under this agreement and the City terminates or modifies the exemptions from taxation granted under this agreement.

10. If the Company materially fails to fulfill its obligations under this agreement, other than with respect to the number of employee positions estimated to be created or retained under this agreement, or if the City determines that the certification as to delinquent taxes required by this agreement is fraudulent, the City may terminate or modify the exemptions from taxation granted under this agreement.

11. In any three-year period during which this agreement is in effect, if the actual number of employee positions created or retained by the Company is not equal to or greater than seventy-five per cent of the number of employee positions estimated to be created or retained under this agreement during that three-year period, the Company shall repay the amount of taxes on property that would have been payable had the property not been exempted from taxation under this agreement during that three-year period. In addition, the City may terminate or modify the exemptions from taxation granted under this agreement.

12. The Company hereby certifies that at the time this agreement is executed, the Company does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio and does not owe delinquent taxes for which the Company is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753. of the Revised Code, or, if such delinquent taxes are owed, the Company currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against the Company. For the purposes of the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Revised Code governing payment of those taxes.

13. The Company affirmatively covenants that it does not owe: (1) any delinquent taxes to the State of Ohio or a political subdivision of the State; (2) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.

14. The Company and the City acknowledge that this agreement must be approved by formal action of the legislative authority of the City as a condition for the agreement to take effect. This agreement shall take effect upon the later of the date of such legislative approval or the date all parties have signed this agreement.

15. The City has developed a policy to ensure recipients of Enterprise Zone tax benefits practice non-discriminating hiring in its operations. By executing this agreement, the Company is committing to following non-discriminating hiring practices acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, sexual orientation, gender identity or expression, disability, color, national origin, or ancestry.

16. Exemptions from taxation granted under this agreement shall be revoked if it is determined that the Company, any successor enterprise, or any related member (as those terms are defined in Section 5709.61 of the Ohio Revised Code) has violated the prohibition against entering into this agreement under Division (E) of Section 3735.671 or Section 5709.62 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections.

17. The Company affirmatively covenants that it has made no false statements to the State or local political subdivision in the process of obtaining approval for the Enterprise Zone incentives. If any representative of the Company has knowingly made a false statement to the State or local political subdivision to obtain the Enterprise Zone incentives, the Company shall be required to immediately return all benefits received under the Enterprise Zone Agreement pursuant to ORC Section 9.66(C)(2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to ORC Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to ORC 2921.13(D)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

18. This agreement is not transferrable or assignable without the express, written approval of the City.

[Signature page follows.]



IN WITNESS WHEREOF, the City of Sandusky, Ohio, by John Orzech, its Interim City Manager, and pursuant to Ordinance No. \_\_\_\_\_, has caused this instrument to be executed this \_\_\_\_ day of \_\_\_\_\_, 2023 and Firelands Federal Credit Union by Richard Finneran, its Vice President, has caused this instrument to be executed on this \_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF SANDUSKY, OHIO

By: \_\_\_\_\_  
John Orzech, Interim City Manager

FIRELANDS FEDERAL CREDIT UNION.  
An Ohio non-profit corporation

By: \_\_\_\_\_  
Brett D Montague, President/CEO

Approved as to form:

By: \_\_\_\_\_  
Director of Law

Date: \_\_\_\_\_, 2023

## EXHIBIT A

[Attach Application]

DRAFT

**OHIO DEVELOPMENT SERVICES AGENCY**  
**OHIO ENTERPRISE ZONE PROGRAM**

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**PROPOSED AGREEMENT** for Enterprise Zone Tax Incentives between the \_\_\_\_\_ (local legislative authorities) \_\_\_\_\_ located in the County of Erie and \_\_\_\_\_ (enterprise) \_\_\_\_\_.  
Firelands Federal Credit Union

- 1a. Name of business, home or main office address, contact person, and telephone number (attach additional pages if multiple enterprise participants).

Firelands Federal Credit Union

enterprise name

Brett Montague

contact person

419-483-0738

telephone number

300 North St, PO Box 8005, Bellevue, OH 44811

address

- 1b. Project site:

Brett Montague

contact person

419-483-0738

telephone number

329 W Perkins Ave, Sandusky, OH 44870

address

- 2a. Nature of business (manufacturing, distribution, wholesale or other).

Credit Union

- 2b. List primary 6 digit NAICS # 522130 .  
Business may list other relevant SIC numbers.

- 2c. If a consolidation, what are the components of the consolidation? (must itemize the location, assets, and employment positions to be transferred)
- 
- N/A
- 
- 2d. Form of business of enterprise (corporation, partnership, proprietorship, or other).
- 
- Not for profit corporation
- 
3. Name of principal owner(s) or officers of the business (attach list if necessary).
- 
- See attached list
- 
4. Is business seasonal in nature? Yes\_\_\_ No\_\_X\_\_
- 5a. State the enterprise's current employment level at the proposed project site:
- 
- New site - no current employment level
- 
- 5b. Will the project involve the relocation of employment positions or assets from one Ohio location to another? Note that relocation projects are restricted in non-distress based Ohio Enterprise Zones. A waiver from the Director of the Ohio Department of Development is available for special limited circumstances. The business and local jurisdiction should contact ODOD early in the discussions.
- Yes\_\_X\_\_ No\_\_\_
- 5c. If yes, state the locations from which employment positions or assets will be relocated and the location to where the employment positions or assets will be located:
- 
- Some employees will be relocated from Columbus Ave in Sandusky, OH to new site
- 
- 
- 5d. State the enterprise's current employment level in Ohio (itemized for full and part-time and permanent and temporary employees):
- 
- 104 FT ; 4 PT
- 
- 5e. State the enterprise's current employment level for each facility to be affected by the relocation of employment positions or assets: 4 FT positions
- 5f. What is the projected impact of the relocation, detailing the number and type of employees and/or assets to be relocated? Most FT employees will be relocated to new site and additional staff may be added
- 6a. Has the Enterprise previously entered into an Enterprise Zone Agreement with the local

legislative authorities at any site where the employment or assets will be relocated as a result of this proposal? Yes \_\_\_ No X

6b. If yes, list the local legislative authorities, date, and term of the incentives for each Enterprise Zone Agreement: N/A

7. Does the Enterprise owe :

a. Any delinquent taxes to the State of Ohio or a political subdivision of the state?  
Yes \_\_\_ No X

b. Any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State? Yes \_\_\_ No X

c. Any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.  
Yes \_\_\_ No X

d. If yes to any of the above, please provide details of each instance including but not limited to the location, amounts and/or case identification numbers (add additional sheets if necessary).

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8. Project Description (attach additional pages if necessary):

See attached building plans. Existing building at 329 W Perkins will be demolished and a new 2500 sq ft facility will be constructed

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9. Project will begin April 1, 2023 and be completed November, 2023 provided a tax exemption is provided.

10a. Estimate the number of new employees the business intends to hire at the facility that is the project site (job creation projection must be itemized by full and part-time and permanent and temporary): 1 FT position

10b. State the time frame of this projected hiring: 0-1 years

10c. State proposed schedule for hiring (itemize by full and part-time and permanent and temporary



employees):     1 FT position to be added at opening

11a. Estimate the amount of annual payroll such new employees will add \$\_\_\_\_\_ (new annual payroll must be itemized by full and part-time and permanent and temporary new employees).  
\$30,000

11b. Indicate separately the amount of existing annual payroll relating to any job retention claim resulting from the project: \$

12. Market value of the existing facility as determined for local property taxation.  
\$       n/a - new facility to be constructed

13a. Business's total current investment in the facility as of the proposal's submission.  
\$       n/a - new purchase/new facility

13b. State the businesses' value of on-site inventory required to be listed in the personal property tax return of the enterprise in the return for the tax year (stated in average \$ value per most recent 12 month period) in which the agreement is entered into (baseline inventory):  
\$       n/a

14. An estimate of the amount to be invested by the enterprise to establish, expand, renovate or occupy a facility:

	<u>Minimum</u>	<u>Maximum</u>
A.Acquisition of Buildings:	\$ 740,000	\$ 740,000
B.Additions/New Construction:	\$ 1,700,000	\$ 2,500,000
C.Improvements to existing buildings:	\$	\$
D.Machinery & Equipment:	\$	\$
E.Furniture & Fixtures:	\$ 50,000	\$ 150,000
F.Inventory:	\$	\$
<b>Total New Project Investment:</b>	\$ 2,490,000	\$ 3,390,000

15. a. Business requests the following tax exemption incentives: 75 % for 10 years covering real x and/or personal property including inventory \_\_\_\_\_ as described above. Be specific as to type of assets, rate, and term.

Request property tax abatement of improvements to the project site with the construction of a new facility

b. Business's reasons for requesting tax incentives (be quantitatively specific as possible)

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FFCU seeks to remove an older building and construct a brand new 2500 sq ft facility using within the city limits. Through this new project FFCU will be increasing it's investment in the community and continuing it's commitment to the City of Sandusky. The investment will provide new banking options to the residents.

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Submission of this application expressly authorizes (name of the local jurisdiction) and/of(name of county) to contact the Ohio Environmental Protection Agency to confirm statements contained within this application including item #7 and to review applicable confidential records. As part of this application, the business may also be required to directly request from the Ohio Department of Taxation or complete a waiver form allowing the Ohio Department of Taxation to release specific tax records to the local jurisdictions considering the incentive request.

Applicant agrees to supply additional information upon request.

The applicant affirmatively covenants that the information contained in and submitted with this application is complete and correct and is aware of the ORC Sections 9.66(C)(1) and 2921.13(D)(1) penalties for falsification which could result in the forfeiture of all current and future economic development assistance benefit as well as a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

Firelands Federal Credit Union

February 17, 2023

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Name of Enterprise

Date

Brett D Montague, President/CEO

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Signature

Typed Name and Title

\* A copy of this proposal must be forwarded by the local governments to the affected Board of Education along with notice of the meeting date on which the local government will review the proposal. Notice must be given a minimum of fourteen (14) days prior to the scheduled meeting to permit the Board of Education to appear and/or comment before the legislative authorities considering the request.

\*\* Attach to Final Enterprise Zone Agreement as Exhibit A

Please note that copies of this proposal must be included in the finalized Enterprise Zone Agreement and be forwarded to the Ohio Department of Taxation and the Ohio Development Services Agency within fifteen (15) days of final approval.



## ADMINISTRATIVE SERVICES

240 Columbus Ave.  
Sandusky, Ohio 44870

To: John Orzech, City Manager

From: Cody Browning, IT Manager

Date: May 9<sup>th</sup>, 2023

Subject: **Commission Agenda Item – Software House Support**

**ITEM FOR CONSIDERATION:** Requesting legislation authorizing the City Manager to make payment to Johnson Controls, Inc. of Cleveland, OH for software support for the period of June 1, 2023 through May 31, 2024.

**BACKGROUND INFORMATION:** The City relies on Software House Support software from Johnson Controls to manage our access controls (door locks) throughout the City.

The City currently has Access Control Systems at City Hall, the Sewer Plant, Transit Station, Service Center and the Mylander Pavilion. This software support provides the City with technical support and software upgrades for the Access Control systems (door locks).

**BUDGETARY INFORMATION:** The cost for the annual Software House Support for a 12-month period is \$11,458.15 and will be paid with funds from the IT Department operating budget.

**ACTION REQUESTED:** It is recommended that the proper legislation be prepared authorizing the City Manager to renew product software services from Johnson Controls, Inc. of Cleveland, OH, for our access controls (door locks). It is requested that this legislation take effect in full accordance with Section 14 of the City Charter in order to make payment to Johnson Controls prior to June 1, 2023, to ensure no break in coverage.

I concur with this recommendation:

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John Orzech, City Manager

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Cody Browning, IT Manager

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

## CERTIFICATE OF FUNDS

In the Matter of: Software House Software from Johnson Controls

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

Account #110-7080-53001

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 5/9/2023

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

AN ORDINANCE AUTHORIZING AND DIRECTING PAYMENT TO JOHNSON CONTROLS INC. OF CLEVELAND, OHIO, FOR THE ANNUAL SOFTWARE HOUSE SUPPORT FEE FOR THE CITY'S ACCESS CONTROL SYSTEMS (DOOR LOCKS) FOR THE PERIOD JUNE 1, 2023, THROUGH MAY 31, 2024; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

**WHEREAS**, the City has currently has access controls systems for the door locks at City Hall, the Sewer Plant, Transit Station, Service Center, and the Mylander Pavilion and uses Software House Support for technical support and software upgrades; and

**WHEREAS**, the cost for the annual Software House Support for the period June 1, 2023, through May 31, 2024, is \$11,458.15 and will be paid with funds from the Information Technology's operating budget; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to make payment to Johnson Controls Inc. prior to June 1, 2023, to ensure no break in coverage; and

**WHEREAS**, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Information Technology 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 hereby authorizes and directs the City Manager and/or Finance Director to make payment to Johnson Control, Inc. of Cleveland, Ohio, in an amount **not to exceed** Eleven Thousand Four Hundred Fifty-Eight and 15/100 Dollars (\$11,458.15) for the annual Software House Support for the period June 1, 2023, through May 31, 2024.

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

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

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

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

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

Passed: May 22, 2023



## 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: John Orzech, Interim City Manager

From: Jane E. Cullen, P.E.

Date: May 5, 2023

**Subject: Commission Agenda Item – Change Order No. 1 and Final with Synagro Central, LLC for the WWTP Secondary Digester #3 Cleanout Project**

**ITEM FOR CONSIDERATION:** Requesting legislation for approval of Change Order No. 1 and Final for the WWTP Secondary Digester #3 Cleanout Project at the Wastewater Treatment Plant (WWTP)

**BACKGROUND INFORMATION:** The cleaning of secondary digester #3 was awarded to Burch Hydro Inc. at the November 14, 2022 city commission meeting per Ordinance No. 22-226 in the amount of \$68,737.68. The company name has changed to Synagro Central, LLC as Burch Hydro Inc. was bought out in late December 2022.

The contractor has completed the cleaning of the secondary digester #3. Change Order No 1 includes a time extension and additional time, material, and equipment to clean out the digester. There was a delay in the delivery of the new Dystor membrane (manufacturers' delay) which delayed the start of the cleaning operations. Original completion date was April 7<sup>th</sup>, time extension was granted to May 15<sup>th</sup> and they actually completed the work on April 12<sup>th</sup>. This change order also includes additional material in the digester unit which caused additional time, material, and equipment for the contractor and deductions for alternate bids not performed and unused contingency allowance.

**BUDGETARY INFORMATION:** Change Order No. 1, a deduction in the amount of \$30,820.03 will revise the contract amount to \$37,917.65 for Synagro Central, LLC. The final costs for the project are to be paid with Sewer Funds.

**ACTION REQUESTED:** It is requested that legislation be prepared to allow for the approval of Change No. 1 and Final with Synagro Central, LLC of Fredricktown, Ohio, for final quantities for the WWTP Secondary Digester #3 Cleanout Project. It is further requested that this be passed under suspension of the rules and in accordance with Section 14 of the City Charter so that the completed project can be closed out.

I concur with this recommendation:

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John Orzech  
Interim City Manager

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Aaron M. Klein, PE  
Director of Public Works

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

CITY OF SANDUSKY, OHIO  
DEPARTMENT OF ENGINEERING AND CONSTRUCTION  
Project: WWTP Secondary Diester #3 Cleanout Project  
Change Order No. 1 and Final

ORDINANCE NO. 22-226

Contractor: Synagro Central, LLC  
17860 Ankneytown Road P.O. box 230 Fredericktown, OH 43019

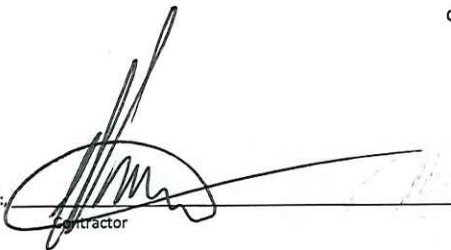
STREET OR LOCATON OF WORK: 304 Harrison Street Wastewater Treatment Plant  
Order is hereby issued and accepted for the following additions to or deductions from the quantities as specified in the original contract.

BID ITEM NO.	DESCRIPTION	ESTIMATED COST	FINAL COST			TOTAL ADD	TOTAL DEDUCT
1	Bonding/Insurance	\$5,000.00	\$5,000.00				
2	Mobilization / demobilization	\$6,000.00	\$6,000.00				
3	Clean Digester	\$20,060.00	\$20,060.00				
4	Disposal of Sludge Material (mix-tank/centrifuge)	\$0.00	\$0.00				
5	Regulatory permitting (confined space, etc.) allowance - paid as needed, invoices/reciepts must be submitted	\$0.00	\$0.00				
6	Contingency-Used for additional time, materials & equipment	\$10,000.00	\$6,857.65				-\$3,142.35
4A	(Alternate) Landfill disposal of sludge material, if unacceptable at WWTP	\$22,054.20	\$0.00				-\$22,054.20
5A	(Alternate) Use of Belt press to dewater material deemed "unacceptable"	\$5,623.48	\$0.00				-\$5,623.48
	Time extension to May 15, original date April 7		\$0.00				
Totals=		\$68,737.68				\$0.00	-\$30,820.03

Explanation: Change order reflects work performed in the field.

ORIGINAL CONTRACT AMOUNT= \$68,737.68  
CHANGE IN CONTRACT= -\$30,820.03  
REVISED CONTRACT AMOUNT= \$37,917.65

Accepted:

  
Contractor

Date:

5/5/2023, 2023

Accepted:

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

Date:

\_\_\_\_\_, 2023



17860 Ankneytown Road  
PO Box 230  
Fredericktown, OH 43019  
[www.synagro.com](http://www.synagro.com)



March 8, 2023

Ms. Jane Cullen, P.E.  
Assistant City Engineer  
City of Sandusky  
Department of Public Works  
240 Columbus Avenue  
Sandusky, OH 44870

RE: WWTP Secondary Digester #3 Cleanout

Dear Ms. Cullen:

Synagro is requesting an extension to complete the work for the WWTP Secondary Digester #3 Cleanout contract due to the delays in work related to the digester cover. We request to extend the completion date to May 15, 2023.

Please contact me with any questions or concerns.

Thank you,

A handwritten signature in black ink, appearing to read "Ryan Wenger", with a long horizontal flourish extending to the right.

Ryan Wenger  
Area Director



## CHANGE ORDER REQUEST

City of Sandusky

WWTP Secondary Digester #3 Cleanout

18-Apr-23

Reason for Request: Sludge volume in digester tank was much larger than anticipated or indicated in contract documents. The additional volume required additional time to remove.

### Summary of Additional Expenses

	Quantity	Units	Rate	Extended
Hotel room	3	Each	\$155	\$465
Per diem	3	Each	\$75	\$225
Employee # 1 ST*	8	Hrs	\$63.28	\$506
Employee# 2 ST*	8	Hrs	\$63.28	\$506
Employee #3 ST*	8	Hrs	\$63.28	\$506
Employee # 1 OT*	4	Hrs	\$88.23	\$353
Employee# 2 OT*	4	Hrs	\$88.23	\$353
Employee #3 OT*	4	Hrs	\$88.23	\$353
Hydraulic Pump	12	Hrs	\$90	\$1,080
Crane	12	Hrs	\$110	\$1,320
Cost				\$5,667
Overhead				\$566.75
Sub Total				\$6,234.23
Profit				\$623.42
<b>Total</b>				<b>\$6,857.65</b>

\* Rates include fringes and payroll taxes

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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO APPROVE THE FIRST & FINAL CHANGE ORDER FOR WORK PERFORMED BY SYNAGRO CENTRAL, LLC OF FREDERICKTOWN, OHIO, FOR THE WASTEWATER TREATMENT PLANT (WWTP) SECONDARY DIGESTER #3 CLEANOUT PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the Wastewater Treatment Plant generates biosolids called sludge cake, along with other dewatered and compressed solid byproducts, during daily operations and these byproducts build up inside the “digesters” which break down the waste and in order to properly maintain the digester structures, they must be emptied and cleaned regularly; and

**WHEREAS**, the WWTP Secondary Digester #3 Cleanout Project involved removing an estimated 100,000 gallons of Class B Biosolids (sludge cake) and dewatered combined material from the Secondary Digester #3 at the Wastewater Treatment Plant, and includes hauling and disposal of the material in accordance with environmental regulations, and then cleaning of the digester; and

**WHEREAS**, this project included Alternate Bids that were not performed including disposal at the Erie County Landfill in the event the sludge material cannot be accepted at the Plant; and

**WHEREAS**, this City Commission declared the necessity for the City to proceed with the WWTP Secondary Digester #3 Cleanout Project by Resolution No. 055-22R, passed on October 10, 2022; and

**WHEREAS**, this City Commission approved the awarding of the contract to Burch Hydro Inc. of Fredericktown, Ohio, for work to be performed for the WWTP Secondary Digester #3 Cleanout Project by Ordinance No. 22-226, passed on November 14, 2022; and

**WHEREAS**, Burch Hydro Inc. was acquired by Synagro Central, LLC, in late December of 2022; and

**WHEREAS**, this First & Final Change Order includes an extension of the completion date from April 7, 2023 to May 15, 2023, due to a delay in the delivery of the new Dystor membrane, delaying the start of cleaning operations, resulting in additional time, material, and equipment to clean out the digester and deductions for alternate bids not performed and unused contingency allowance; and

**WHEREAS**, the original contract with Burch Hydro Inc. was \$68,737.68, and with the **deduction** of this First & Final Change Order in the amount of \$30,820.03, the final contract cost is \$37,917.65 and will be paid with Sewer Funds; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to 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 Wastewater Treatment Plant (WWTP) Secondary Digester #3 Cleanout Project and to **deduct** from the contract amount the sum of Thirty Thousand Eight Hundred Twenty and 03/100 Dollars (\$30,820.03) resulting in the final contract cost of Thirty-Seven Thousand Nine Hundred Seventeen and 65/100 Dollars (\$37,917.65) with Synagro Central, LLC of Fredericktown, Ohio, and to extend the completion date from April 7, 2023, to May 15, 2023.

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

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

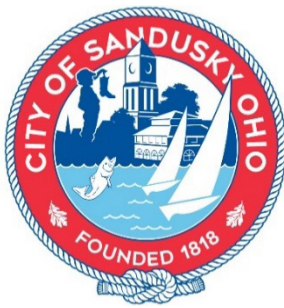
Section 4. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take

immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

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

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

Passed: May 22, 2023



## DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue  
Sandusky, Ohio 44870  
419.627.5829  
[www.cityofsandusky.com](http://www.cityofsandusky.com)

To: John Orzech, Interim City Manager

From: Joshua R. Snyder, P.E.

Date: May 8, 2023

Subject: **Commission Agenda Item - Change Order #1 & Final for the 2022 W. Monroe Street Drainage Project**

**ITEM FOR CONSIDERATION:** Requesting legislation for approval of Change Order #1 and Final for the 2022 W. Monroe Street Drainage Project.

**BACKGROUND INFORMATION:** Through Commission approval at the February 13, 2023, meeting, via Ordinance 23-025 a contract was awarded to Ed Burdue & Co., LLC of Sandusky, Ohio for the 2022 W. Monroe Street Drainage Project. This project consisted of installation of over 500' of storm sewer pipe, 8 Catch Basin structures, and restoration of the site.

During construction it was noted that additional sidewalk, curb, pavement and curb ramps needed to be restored from the storm sewer work. This can be attributed in part, to a combination of the shallow bedrock and the narrow working area between the existing sidewalk in the park and the curb and utility poles along West Monroe Street. These two factors required a wider trench than anticipated. Additionally, there was a Columbia Gas line that was deeper than expected and conflicted with where the planned storm sewer crossed it between Poplar and Decatur Street. For these reasons there was a cost increase of \$12,046.47 to the contract.

**BUDGETARY INFORMATION:** This original contract was not to exceed \$105,749.16. The final contract amount will be \$117,795.63, which is an increase of \$12,046.47, an overall increase of 11%, shall be paid from the Sewer Funds.

**ACTION REQUESTED:** It is requested that legislation be prepared to approving Change Order #1 and Final for the 2022 W. Monroe Street Drainage Project. It is further requested that this be passed in accordance with Section 14 of the City Charter in order to make final payment to the contractor for work performed and close out the completed project.

I concur with this recommendation:

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John Orzech  
Interim City Manager

---

Aaron Klein  
Director

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

Bid Award	\$ 105,749.16
Installation of ~550' of storm sewer pipe including CB replacements	

11.39% INCREASE

City of Sandusky

## CERTIFICATE OF FUNDS

In the Matter of: W. Monroe Street Drainage 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 #613-5440-54000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 5/9/2023



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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO APPROVE THE FIRST & FINAL CHANGE ORDER FOR WORK PERFORMED BY ED BURDUE & CO. LLC, OF SANDUSKY, OHIO, FOR THE 2022 W. MONROE STREET DRAINAGE PROJECT IN THE AMOUNT OF \$12,046.47; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the 2022 W. Monroe Street Drainage Project involved the re-routing of stormwater runoff from along W. Monroe Street from Decatur Street to Fulton Street westward to Central Avenue where there is ample capacity to take the additional flow and specifically the project will add a 12" storm sewer dedicated for carrying the stormwater flows westward, away from the intersection, collecting runoff from eight (8) new catch basin structures that will have the ability to take more runoff than the existing basins; and

**WHEREAS**, this City Commission declared the necessity to proceed with the proposed 2022 W. Monroe Street Drainage Project by Resolution No. 061-22R, passed on November 14, 2022; and

**WHEREAS**, the City Commission approved the awarding of the contract to Ed Burdue & Co. LLC, of Sandusky, Ohio, for work to be performed for the 2022 W. Monroe Street Drainage Project by Ordinance No. 23-025, passed on February 13, 2023; and

**WHEREAS**, this First & Final Change Order reflects additional work to restore sidewalk, curb, pavement and curb ramps from the sewer work which required a wider trench than anticipated and a Columbia Gas line that was deeper than expected and conflicted with where the planned storm sewer crossed it between Poplar Street and Decatur Street; and

**WHEREAS**, the original contract with Ed Burdue & Co., LLC, of Sandusky, Ohio, was \$105,749.16, and with the addition of this First & Final Change Order in the amount of \$12,046.47, the final contract cost is \$117,795.63 and will be paid with Sewer Funds; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to make final payment to the contractor for work already performed and 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 2022 W. Monroe Street Drainage Project in an amount **not to exceed** Twelve Thousand Forty-Six and 47/100 Dollars (\$12,046.47) resulting in the final contract cost of One Hundred Seventeen Thousand Seven Hundred Ninety-Five and 63/100 Dollars (\$117,795.63) with Ed Burdue & Co. LLC, of Sandusky, Ohio.

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

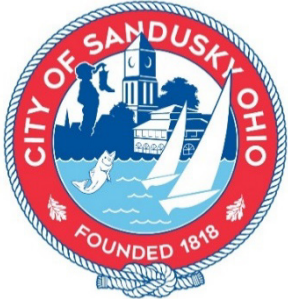
Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted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

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

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

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

Passed: May 22, 2023



## FINANCE DEPARTMENT

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240 Columbus Avenue  
Sandusky, Ohio 44870

419.627.5776

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

TO: John Orzech, Interim City Manager

FROM: Michelle Reeder, Finance Director

DATE: May 10, 2023

RE: Commission Agenda Item

### **ITEM FOR CONSIDERATION:**

It is requested that an ordinance be approved to make slight modifications to our current admission tax ordinance. This new legislation is updating the definition of admission charge, reinstates previous language regarding fees to a sub area, removing the transition period language and adjusts the due date by five days.

### **BUDGETARY INFORMATION:**

There is projected to be no budgetary impact.

### **ACTION REQUESTED:**

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

I concur with this recommendation:

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John Orzech  
Interim City Manager

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Michelle Reeder  
Finance Director

CC: Brendan Heil, Law Director

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

**AN ORDINANCE AMENDING PART ONE (ADMINISTRATIVE CODE), TITLE NINE (TAXATION), CHAPTER 195 (ADMISSIONS TAX), SECTIONS 195.02 (DEFINITIONS), 195.03 (ADMISSION TAX LEVIED), AND 195.05 (COLLECTION OF TAX) OF THE CODIFIED ORDINANCES, IN THE MANNER AND WAY SPECIFICALLY SET FORTH HEREINBELOW.**

**WHEREAS**, on November 8, 2021, the City Commission repealed Chapter 195 and enacted a new Chapter 195 by Ordinance No. 21-175, to increase to the admission tax by four (4) percent passed on November 8, 2021; and

**WHEREAS**, the proposed amendments to Chapter 195 include updating the definition of admission charge, reinstates previous language regarding fees to a sub area, removing the transition period language, and adjust the due date by five (5) days; and

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

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

Section 1. Part One (Administrative Code), Title Nine (Taxation), Chapter 195 (Admissions Tax) Sections 195.02 (Definitions), 195.03 (Admission Tax Levied), and 195.05 (Collection Of Tax) of the Codified Ordinances of the City, are hereby amended as follows:

**195.02 DEFINITIONS.**

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

(a) "Admission charge" means any charge for the right or the privilege to enter any place; a charge made for season tickets or subscriptions, a minimum service charge, a cover charge or a charge made for use of seats and tables, reserved or otherwise, and similar accommodations, greens fees, charges for the rental of or use of equipment, facilities or other real property for purposes of recreation or amusement. ~~Such as, but not limited to, charges ordinarily made or collected for the rental of personal watercraft, canoes or paddleboats or the rendering of service unless persons not utilizing the property or services are admitted free.~~

(b) "City" means the City of Sandusky, Ohio.

(c) "Person" means any natural person, partnership, joint venture, joint stock company, corporation, estate, trust, business trust, receiver, administrator, executor, assignee, trustee in bankruptcy, firm, company, association, club, syndicate, society, municipal corporation, the State of Ohio, political subdivision

of the State of Ohio, the United States, instrumentality of the United States, or any group or combination acting as a unit, whether mutual, cooperative, fraternal, nonprofit or otherwise.

(d) "Place" includes but is not restricted to, circuses, motion picture theatres, dance halls, auditoriums, stadiums, athletic pavilions and fields, exhibition halls, swimming pools, amusement parks, water parks, golf courses and golf ranges, miniature golf courses, ~~ferry boats, charter boats,~~ bowling alleys, night clubs, cabarets, theatres of all kinds, lecture halls, archery and shooting ranges, campgrounds, recreational vehicle parks, and such attractions as merry-go-rounds, ferris wheels, skycoasters, roller coasters, race tracks, and all places where any form of diversion, recreation, sport, or pastime is offered or provided, which are located in the City.

(e) "Tax" means the Admission Tax imposed pursuant to Section 195.03.  
(~~Ord. 21-175. Passed 11-8-21.~~)

### **195.03      ADMISSION TAX LEVIED.**

To provide funds for the purposes of general municipal operations, procurement of fixed assets or permanent improvements including the payment of costs of acquiring, constructing, reconstructing, rehabilitating, remodeling, renovating, enlarging, improving, equipping or furnishing facilities by contract, lease, lease-purchase, or otherwise, and including cooperative arrangements with other political subdivisions, nonprofit corporations or other entities, payment of lease rentals, lease-purchase amounts, debt charges or other obligations, the administration of deficits in City funds and for all other lawful purposes, there is hereby levied and imposed upon every person who pays an admission charge to any one place:

(a) A tax of eight percent (8%) on the admission charge for each individual who is admitted to any place in the City. The tax is levied and imposed irrespective of who pays the admissions charge or when the admissions charge is paid. The tax shall apply to every admission within the City for which a charge is made, notwithstanding that the sale of the ticket or other evidence or right of admission thereto is made outside the City. **Where the tax is imposed and levied upon the admission charge for entry to a place, no further tax is imposed and levied upon an admission charge to another place within the physical confines of the place if the admission charge is less than that for admission to the original place.**  
(~~Ord. 21-175. Passed 11-8-21.~~)

### **195.05      COLLECTION OF TAX.**

(a) Every person receiving any payment on which a tax is levied under this chapter shall collect the amount of the tax imposed by Section 195.03 from the person making the admission payment. The tax required to be collected under this chapter shall be deemed to be held in trust for the benefit of the City and deemed to be trust funds in the hands of the person required to collect the tax until all such tax collected is paid to the City as herein provided. Any person required to collect the tax imposed under this chapter who fails, refuses or

neglects to collect the tax, or having collected the tax, fails, refuses or neglects to remit the tax to the Finance Director in the manner prescribed by this chapter and the Rules and Regulations, whether such failure, refusal or neglect is the result of their own act or the result of acts or conditions beyond their control, shall nevertheless be personally liable to the City for the amount of such tax, whether or not such tax has been collected.

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

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

~~(c) Transition Period. The provisions of Section 195.05(b)(1) shall take effect on January 1, 2023. For the period between January 1, 2022 and December 31, 2022, the admissions tax imposed and levied hereunder shall accrue at the time an individual is admitted to a place because of or as a result of the payment of an admission charge, irrespective of when or by whom paid, and shall be reported and remitted by the person responsible for the collection of the tax to the Finance Director on or before the twentieth (20<sup>th</sup>) day of the month next succeeding the end of that month in which the tax accrued. The person receiving any payment for admissions shall make out a return upon such forms prescribed by or acceptable to the Finance Director and set forth such information as the Finance Director may require, showing the amount of the tax collected upon admissions for which he or she is liable, and shall sign and transmit the same to the Finance Director with a remittance for the amount of tax due. Failure to receive or procure any form prescribed by the Finance Director shall not excuse any person from timely filing the return due or from paying any admissions tax due.~~

~~(Ord. 21-175. Passed 11-8-21.)~~

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

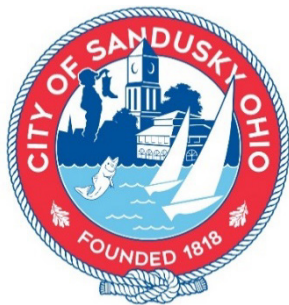
Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted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

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

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

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

Passed:



## CITY MANAGER

240 Columbus Avenue  
Sandusky, Ohio 44870  
419-627-5846  
[www.cityofsandusky.com](http://www.cityofsandusky.com)

TO: City Commission

FROM: John Orzech, Interim City Manager

DATE: May 9, 2023

SUBJECT: **Commission Agenda Item – Fourth Amendment to Sewer Services Agreement**

**ITEM FOR CONSIDERATION:** It is requested that the City Commission approve legislation to authorize the fourth amendment to the Sewer Services Agreement (hereinafter called “SSA”) between the County of Erie (hereinafter called “County”) and the City of Sandusky (hereinafter called “City”)

**BACKGROUND INFORMATION:** On January 22, 2007, the City and County entered into a SSA for the collection and treatment by the City of wastewater originating outside the City corporate limits in the County Sewer District Service Area.

On October 4, 2012, the City and County entered into Amendment No. 1, agreeing to add an additional connection point for the Village of Bay View wastewater.

On December 3, 2014, the City and County entered into Amendment No. 2, agreeing to extend the effective period of the SSA until December 31, 2058; and

On August 12, 2022, the City and County entered into Amendment No. 3, agreeing to amend the Dispute Resolution provisions in Section 15 of the SSA as part of a settlement agreement between the parties.

On March 27, 2023, the Sandusky City Commission approved ordinance #23-076, a Water Pollution Control Loan Fund (WPCLF) an agreement between the City of Sandusky the Ohio Environmental Protection Agency (EPA), and the Ohio Water Development Authority (OWDA). The loan is to finance the cost of the design, construction, and inspection of the Mills Street High-Rate Treatment Project and the Ultraviolet (UV) Disinfection Refurbishment Project.

On April 5, 2023, the Board of County Commissioners of Erie County, Ohio approved addendum language to the SSA through Resolution 23-101. The County agreed with a 13.9% share of the Mills Street High Rate Treatment project and 46.18% share of the Ultraviolet Disinfection project, including any change orders associated with the respective projects.

On April 10, 2023, after successful negotiations between the City and County, an amendment to Ordinance #23-076 was approved by the Sandusky City Commission. The amendment allowed the County’s agreed upon portion 13.9% share of the Mills Street High Rate Treatment project and 46.18% share of the Ultraviolet (UV) Disinfection project, pursuant to County Resolution 23-101, to be included in the WPCLF loan.

In addition, the County passed Resolution #23-101 on April 5, 2023 that arranges for a \$125,000 annual payment for ten years to the City, this will be received in years 2023 through 2032. According to their resolution, the \$125,000 is to be used for the betterment of the community.



**BUDGET IMPACT:** This amendment provides the framework for Erie County paying their appropriate share of the Mills high rate treatment and the Ultraviolet disinfection projects through a 30 year loan that the City arranged with Water Pollution Control Loan Fund. The County will pay their appropriate share of each debt service payment prior to the debt service being due.

**ACTION REQUESTED:** It is requested that legislation be approved, authorizing the City to enter into Addendum #4 of the SSA, to memorialize the agreements established by the City and County, in relation to the WPCLF loan and associated matters subject to the SSA agreement and Addendum #4. It is further requested that this legislation be passed under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately execute the amendment providing for repayment of the County's share of the WPCLF loan and loan fees due.

---

John Orzech, Interim City Manager

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

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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A FOURTH AMENDMENT TO THE SEWER SERVICES AGREEMENT WITH ERIE COUNTY AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, on January 22, 2007, the City and County entered into a Sewer Services Agreement for the collection and treatment by the City of wastewater originating outside the City corporate limits in the County Sewer District Service Area which was approved by City Commission by Ordinance No. 06-130, passed on December 21, 2006; and

**WHEREAS**, the City Commission authorized an Amendment to the Sewer Services Agreement between Erie County and the City of Sandusky to allow for a new connection to the City's sewage system to service the Village of Bay View by Ordinance No. 12-097, passed on September 24, 2012; and

**WHEREAS**, the City Commission authorized a Second Amendment to the Sewer Services Agreement between Erie County and the City of Sandusky to extend the effective period of the agreement to December 31, 2058, by Ordinance No. 14-132, passed on November 24, 2014; and

**WHEREAS**, this City Commission authorized a Third Amendment to the Sewer Services Agreement between Erie County and the City of Sandusky to amend the Dispute Resolution provisions in Section 15 of the agreement as part of a settlement agreement between the parties by Ordinance No. 22-155, passed on August 8, 2022; and

**WHEREAS**, the City and the County have agreed to settle the County's financial obligations under Section 11 of the Agreement for two (2) capital cost projects referred to as the Mills Street High-Rate Treatment Project and Ultraviolet (UV) Disinfection Refurbishment Project and desire to document the agreement in this proposed Fourth Amendment; and

**WHEREAS**, this City Commission approved a modified Water Pollution Control Loan Fund (WPCLF) Agreement between the City, the Ohio Environmental Protection Agency (EPA), and the Ohio Water Development Authority (OWDA) to finance the cost of the design, construction, and inspection of the Mills Street High-Rate Treatment Project and the Ultraviolet (UV) Disinfection Refurbishment Project by Ordinance No. 23-092, passed on April 10, 2023, to include financing for Erie County's portions of the projects; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately execute the Fourth Amendment to the Sewer Services Agreement providing for repayment of the County's share of the WPCLF loan and loan fees due; 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. The City Manager is hereby authorized and directed to execute the Fourth Amendment to the Sewer Services Agreement on behalf of the City with Erie County, 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, Finance Director, and Law Director are authorized and directed to take such other actions and measures as are incident to and reasonably necessary to carry out the requirements of this Ordinance and the terms of the Fourth Amendment to the Sewer Services Agreement.

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

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

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

**PAGE 3 - ORDINANCE NO. \_\_\_\_\_**

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

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

Passed: May 22, 2023

**AMENDMENT NO. 4**  
**SEWER SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the County of Erie, a political subdivision existing under the Constitution and laws of the State of Ohio (hereinafter called "County"), pursuant to a Resolution adopted by the Board of County Commissioners on the \_\_\_\_ day of \_\_\_\_\_, 2023, and the City of Sandusky, a municipal corporation organized and existing under the Constitution and laws of the State of Ohio (hereinafter called "City"), duly authorized by Ordinance No. \_\_\_\_\_ passed by its City Commission on the \_\_\_\_ day of \_\_\_\_\_, 2023.

WITNESSTH:

WHEREAS, on January 22, 2007, the City and County entered into a Sewer Services Agreement (referred to collectively with each amendment thereto as the "SSA") for the collection and treatment by the City of wastewater originating outside the City corporate limits in the County Sewer District Service Area; and

WHEREAS, on October 4, 2012, the City and County entered into Amendment No. 1, agreeing to add an additional connection point for the Village of Bay View wastewater; and

WHEREAS, on December 3, 2014, the City and County entered into Amendment No. 2, agreeing to extend the effective period of the SSA until December 31, 2058;

WHEREAS, on August 12, 2022, the City and County entered into Amendment No. 3, agreeing to amend the Dispute Resolution provisions in Section 15 of the SSA as part of a settlement agreement between the parties; and

WHEREAS, the City and County have agreed to (i) settle the County's financial obligations under Section 11 of the SSA for two Capital Cost projects at Shared Facilities on the City's Sewage System, and (ii) amend the SSA in manner limited to those two projects in order to document the settlement;

NOW THEREFORE, in consideration of the premises and of the mutual covenants hereinafter set forth, and of good and valuable consideration, the City and County hereby agree to amend the SSA as follows:

The following shall be added in its entirety as Addendum A to the SSA (this "Addendum"):

1. The County hereby agrees that the Mills Street High Rate Treatment ("HRT") project is a Capital Cost under section 11.5 of the SSA and that the County shall for its share of the Capital Costs shall pay 13.9% of the total costs of the HRT project, including but not limited to, construction costs, loan fees, interest, closing costs, construction management, engineering, and inspection, design costs and other costs the City has not financed through the WPCLF loan, and additions to and deductions from the project costs.

2. The County hereby agrees that the Ultraviolet Disinfection (“UV”) project is a Capital Cost under section 11.5 of the SSA and that the County shall pay 46.18% of the total costs of the UV project, including but not limited to, construction costs, loan fees, interest, closing costs, construction management, engineering, and inspection, design costs and other costs the City has not financed through the WPCLF loan, and additions to and deductions from the project costs.
3. The City agrees to include in its financing through the Water Pollution Control Loan Fund (WPCLF) from the Ohio Water Development Authority and the Ohio Environmental Protection Agency for the HRT and UV projects the County’s share of the eligible costs for the HRT and UV projects in accordance with Paragraphs 1–2 of this Addendum.
4. The City agrees to allow the County to receive credit for its proportionate share of the loan forgiveness for the HRT project. The County shall receive credit for five hundred and sixty two thousand nine hundred and fifty dollars (\$562,950) towards its share of the total Capital Costs for the HRT project, which is 13.9% of the total loan forgiveness of four million and fifty thousand dollars (\$4,050,000).
5. Loan Origination Fee. The County shall pay \$23,477.42 within 30 days of receipt of an invoice from the City for its share of the loan origination fee for the WPCLF loan.
6. Payment Schedule. Upon receipt of the total project costs and amortization schedule from the ODWA for the WPCLF loan the City shall promptly prepare a payment schedule for the County’s share of the total Capital Costs of the HRT and UV projects. The payment schedule shall break down the County’s share of the total Capital Costs of the HRT and UV projects into 360 equal monthly payments. The County shall make a payment equaling six months of payments, within thirty (30) days of receipt of the payment schedule from the City. Thereafter, the County shall make 354 successive monthly payments in accordance with the agreed upon payment schedule.

It is further covenanted and agreed that the aforesaid SSA, as pre-dating this Agreement, shall continue in full force and effect. Except for applicability to the HRT and UV projects, this Addendum shall not amend the SSA. The County’s reimbursement obligations under Section 11 of the SSA, without regard for this Addendum, shall continue to apply to all future projects on the Shared Facilities, including future projects on the HRT and UV facilities. The City shall have no obligation to extend its financing or loan forgiveness for any future projects.

[SIGNATURE PAGE FOLLOWS]

**AMENDMENT NO. 4  
SEWER SERVICES AGREEMENT  
SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties have executed this instrument in duplicate on the date and year first mentioned above.

SIGNED IN THE PRESENCE OF:

BOARD OF COUNTY COMMISSIONERS  
OF ERIE COUNTY, OHIO

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

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

SIGNED IN THE PRESENCE OF:

CITY OF SANDUSKY, OHIO

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

\_\_\_\_\_  
City Manager

APPROVED AS TO CONTENT:

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Erie County Utilities Director

\_\_\_\_\_  
Erie County Assistant Prosecuting Attorney

\_\_\_\_\_  
Director, City of Sandusky Public Works

\_\_\_\_\_  
Law Director, City of Sandusky



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DEPARTMENT OF COMMUNITY DEVELOPMENT

240 Columbus Ave  
Sandusky, Ohio 44870  
419.627.5891  
[www.cityofsandusky.com](http://www.cityofsandusky.com)

**TO:** John Orzech, Interim City Manager  
**FROM:** James A. Stacey III, Transit Administrator  
**DATE:** May 11, 2023  
**SUBJECT:** Agreement for Transportation Services – Kalahari Resorts

**ITEM FOR CONSIDERATION:** Legislation requesting approval for the City Manager to enter into a contract for transportation services between the City of Sandusky / Sandusky Transit System and Kalahari Resorts for employee transportation services.

**BACKGROUND INFORMATION:** The Sandusky Transit System (STS) will provide unlimited, safe, reliable, transportation services to all of Kalahari Resorts employees on Fixed Routes only.

This contract is in effect from January 1, 2023 until December 31, 2023 at a negotiated rate of \$71,400 per year.

Kalahari will be invoiced and billed \$71,400 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 2023 5311 Rural grant program to support transit in Erie County.

**BUDGET IMPACT:** STS will receive \$71,400 for the length of the proposed contract. This money collected will be used to offset the capital planning and operating expenses through the 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 Kalahari Resorts. 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 immediately executed as it commenced on January 1, 2023.

---

James A. Stacey III, Public Transit Administrator

I concur with this recommendation:

John Orzech, Interim City Manager

Colleen Gilson,  
Director of Community Development



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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR TRANSPORTATION SERVICES BETWEEN THE CITY OF SANDUSKY AND LMN DEV SPE LLC D.B.A. KALAHARI RESORTS & CONVENTIONS-SANDUSKY FOR THE PERIOD OF JANUARY 1, 2023, 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 free transportation services for Kalahari employees, upon the showing of the employee's valid Kalahari Identification Card, for any of the Fixed Routes on the Sandusky Transit System; and

**WHEREAS**, Kalahari will pay \$74,400.000 for the unlimited ridership for their employees for all fixed routes for the period of January 1, 2023, 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 immediately execute the agreement which commenced on January 1, 2023;

**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 LMN Dev SPE LLC, d.b.a. Kalahari Resorts & Conventions-Sandusky for transportation services related to the Sandusky Transit System for the period from January 1, 2023, 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: May 22, 2023

## TRANSPORTATION AGREEMENT

This Transportation Agreement between the City of Sandusky's Sandusky Transit System (STS) and LMN Dev SPE LLC d.b.a Kalahari Resorts & Conventions -Sandusky, herein known as Kalahari 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 January 1, 2023 and continuing through December 31, 2023.

**Scope of Service:** STS will provide free transportation services for Kalahari employees, upon the showing of the employee's valid Kalahari Identification Card ("Kalahari ID"), for any of the STS fixed routes.

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

**Fare and Payment Schedule:** Kalahari will pay \$71,400 for unlimited ridership for Kalahari employees for all fixed routes. Fixed Routes are Monday through Sunday and normally scheduled service hours between 5:00 a.m. to 12:30 a.m., but subject to change.

**Billing:** Kalahari will be billed, and shall pay for services in the amount of \$23,800 on the following dates for a total amount of \$71,400. Kalahari shall pay STS \$23,800 for the services performed on or before the following dates: May 1, 2023; August 1, 2023; October 1, 2023.

### STS Responsibilities

1. **Vehicle Operations:** STS will provide free transportation on any of the STS Fixed Routes to any Kalahari employee, who shows their valid Kalahari ID card.

### Kalahari Responsibilities

1. **Passenger Information:** Kalahari shall inform their employees that in order to ride the STS fixed routes for free, the employees shall show their valid Kalahari ID card.

**Monitoring and Evaluation:** STS and Kalahari 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.

**Termination:** This agreement may be terminated by either party upon ninety (90) days notice in writing provided by one party to the other. STS will continue to provide service until the effective date of termination, and Kalahari will make payment in accordance with the payment provisions of the Agreement for the services prior to the effective date of termination.

**SIGNATURE PAGE TO FOLLOW**

CITY OF SANDUSKY

KALAHARI

By: \_\_\_\_\_  
John Orzech, Interim City Manager

By: \_\_\_\_\_  
Brian R. Shanle, General Manager

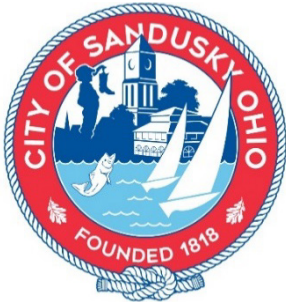
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Date

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Date

Approved as to form:

\_\_\_\_\_  
Sarah S. Chiappone (#0101179)  
Assistant Law Director  
City of Sandusky

EXHIBIT "A"



## DEPARTMENT OF COMMUNITY DEVELOPMENT

240 Columbus Ave  
Sandusky, Ohio 44870  
419.627.5891  
[www.cityofsandusky.com](http://www.cityofsandusky.com)

**TO:** John Orzech, Interim City Manager

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

**DATE:** May 11, 2023

**SUBJECT:** Acceptance of Donations

**ITEM FOR CONSIDERATION:** Legislation requesting approval for the City Manager to accept the financial contributions for the Sandusky Transit System (STS) as follows; \$20,300 from City of Vermilion, \$20,000 from Huron Township and \$15,000 from the Perkins Township.

**BACKGROUND INFORMATION:** The Sandusky Transit System operates fixed and dial-a-ride services for riders throughout Erie County and has been funded by State and Federal Grants, the City of Sandusky's general fund, along with contracts and agreements with local businesses and agencies. In coordination with the Transit Development Plan, Staff sought financial contributions from local government entities that benefit from the services. As part of an external communications campaign, City staff members met with representatives from local agencies to reiterate the scope of STS services and articulate the positive impact on the local economy from riders for employment, shopping, and visiting.

The Sandusky Transit System is requesting approval to graciously accept the contributions listed below from neighboring organizations.

City of Vermilion	\$20,300	Annual Contribution
Huron Township	\$20,000	Donation
Perkins Township	\$15,000	Donation

We acknowledge the final contributions listed within and all funds shall be allocated to the sustainability of the Sandusky Transit System.

**BUDGET IMPACT:** The funds collected in the amount of \$55,300 will be deposited to the Transit fund to help offset Operating and Maintenance expenses.

**ACTION REQUESTED:** It is requested that legislation be adopted allowing the City Manager to accept the individual donations on behalf of Sandusky Transit System, in coordination with FTA and ODOT

compliance guidelines. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter for the immediate deposit of funds to the proper account.

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James A. Stacey III, Public Transit Administrator

I concur with this recommendation:

John Orzech, Interim City Manager

Colleen Gilson,  
Director of Community Development

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

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

**A RESOLUTION ACCEPTING FINANCIAL ASSISTANCE FROM THE CITY OF VERMILION, HURON TOWNSHIP, AND PERKINS TOWNSHIP FOR THE OPERATION OF THE SANDUSKY TRANSIT SYSTEM; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the Sandusky Transit System (STS) operates fixed and dial-a-ride services for riders throughout Erie County and has been funded by State and Federal Grants, the City of Sandusky's general fund, along with contracts and agreements with local businesses and agencies; and

**WHEREAS**, in coordination with the Transit Development Plan, Staff sought financial contributions from local government entities that benefit from STS's services and the positive impact on the local economy from riders for employment, shopping, and visiting; and

**WHEREAS**, Staff is requesting the acceptance and acknowledgement of the contributions made for the sustainability of the Sandusky Transit System as follows:

Huron Township	\$20,000	Donation
Perkins Township	\$15,000	Donation
City of Vermilion	\$20,300	Annual Contribution

**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 immediately accept the donated funds and deposit into the Transit Fund 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 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 **Resolution** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. This City Commission hereby accepts the financial assistance from the City of Vermilion in the amount of \$20,300, Huron Township in the amount of \$20,000, and Perkins Township in the amount of \$15,000 for the

operation of the Sandusky Transit System and authorizes and directs the Finance Director to deposit these contributions into the Transit Fund.

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

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

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

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

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

Passed: May 22, 2023





## ADMINISTRATIVE SERVICES

240 Columbus Ave.  
Sandusky, Ohio 44870

To: John Orzech, Intern City Manager

From: James A. Stacey III, Transit Administrator

Date: May 11, 2023

**Subject: Commission Agenda Item: Sandusky Transit System - Purchase of Cradlepoint Mobile Routers**

**ITEM FOR CONSIDERATION:** Legislation authorizing the expenditure of funds for the purchase of eight (8) Cradlepoint Mobile Routers equipped with 5 year subscription license to NETCloud Essentials Advance Pro and 24/7 technical support from Insight Public Sector of Tempe, Arizona through the Equalis Group Cooperative Purchasing Program. The purpose of Cradlepoint Mobile Routers is to power an electronic platform for mobile ticket purchasing capabilities and electronic stat tracking of ridership data through an electronic device called Validators.

**BACKGROUND INFORMATION:** In August 2019, the City of Sandusky joined NEORide, a regional council of governments consisting of 16 transit agencies across Ohio, Kentucky, and Michigan. In October 2019, NEORide launched EZfare, a mobile ticketing platform developed by Masabi Ltd. of New York, New York. The Sandusky Transit System began using EZfare in June 2020. EZfare allows customers to purchase bus fares and passes on their mobile phones. Currently, Sandusky Transit bus drivers must visually inspect the mobile tickets to ensure they are valid tickets. As part of the EZfare project, NEORide has been working with member transit agencies to install mobile ticketing devices called Validators, in buses so that verification of purchases can be done electronically. City Commission authorized the purchase of validators by Ordinance No. 20-154. The validators were recently purchased and delivered and it is now necessary to purchase mobile routers. The purpose of Cradlepoint Mobile Routers is to power and provide internet bandwidth to the electronic platform for mobile ticket purchasing capabilities and electronic stat tracking of ridership data through the Validator electronic device.

**BUDGETARY INFORMATION:** The purchase of equipment, license subscription and technical support will cost \$17,800 and will be 100% reimbursed by the Ohio Transit Partnership Program SFY2021 OPT2 funding source code OTPP-0081-GRF-211.

**ACTION REQUESTED:** It is requested legislation be adopted by the City Commission to allow the City Manager to expend funds for the purchase of eight (8) Cradlepoint Mobile Routers equipped with 5 year subscription license to NETCloud Essentials Advance Pro and 24/7 technical support from Insight Public Sector of Tempe, Arizona, through the Equalis Group Cooperative Purchasing Program. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter to allow the



## ADMINISTRATIVE SERVICES

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240 Columbus Ave.  
Sandusky, Ohio 44870

Cradlepoints Mobile Routers to be immediately purchased and so the funds can be expended and reimbursed in a timely manner in accordance with the grant program.

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James A. Stacey III, Transit Administrator

I concur with this recommendation:

John Orzech, Interim City Manager

Colleen Gilson,  
Director of Community Development

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



## CERTIFICATE OF FUNDS

In the Matter of: Insight Cradlepoint Routers for Transit

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

Account #218-6810-54000

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



Michelle Reeder

Finance Director

Dated: 5/18/2023

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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXPEND FUNDS FOR THE PURCHASE OF EIGHT (8) CRADLEPOINT MOBILE ROUTERS AND SUBSCRIPTION LICENSES FROM INSIGHT PUBLIC SECTOR OF TEMPE, ARIZONA, THROUGH THE EQUALIS GROUP COOPERATIVE PURCHASING PROGRAM FOR THE SANDUSKY TRANSIT SYSTEM; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, Equalis Group is a cooperative purchasing organization that provides contracts competitively solicited by public agencies for a wide array of products and services and establishes master agreements through rigorous and transparent competitive solicitations conducted in accordance with public procurement guidelines to ensure compliance; and

**WHEREAS**, the City, as a member of the Equalis Group Cooperative Purchasing Program (Member ID EG-0007642) desires to purchase mobile routers that have been competitively bid and made available through the membership from Insight Public Sector of Tempe, Arizona; and

**WHEREAS**, the City Commission adopted bylaws of the NEORide Regional Council of Governments and approved the City's Membership into NEORide, a regional council of governments consisting of sixteen (16) transit agencies across Ohio, Kentucky, and Michigan, by Ordinance No. 19-138, passed on August 26, 2019; and

**WHEREAS**, in October of 2019, NEORide launched EZfare, a mobile ticketing platform developed by Masabi Ltd., that the Sandusky Transit System has been using since June of 2020; and

**WHEREAS**, this City Commission authorized the filing of a grant application with the Ohio Department of Transportation for State FY2021 Ohio Transit Partnership Program Grant funds for the Sandusky Transit System by Resolution No. 018-20R, passed on May 26, 2020, and subsequently was awarded funds; and

**WHEREAS**, the City Commission authorized the expenditure of funds for the purchase and installation of JRV electronic validators from Masabi, Ltd. Of New York, New York for the EZfare Mobile Ticketing Validator Project for the Sandusky Transit System by Ordinance No. 20-154, passed on October 26, 2020, to be installed in transit buses for electronic validation; and

**WHEREAS**, the electronic validators were recently purchased and delivered and it is now necessary to purchase mobile routers to power and provide internet bandwidth to the electronic platform for the mobile ticket purchasing capabilities and electronic stat tracking of ridership data; and

**WHEREAS**, the total cost for the eight (8) Cradlepoint Mobile Routers with a 5-year license subscription to NETCloud Essentials Advance Pro and 24/7 technical support is \$17,800.00 and will be paid with funds awarded from the Ohio Department of Transportation through the FY2021 Ohio Transit Partnership Program Grant; 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 Cradlepoint Mobile Routers to be immediately purchased so the funds can be expended and reimbursed in a timely manner in accordance with the grant program; and

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

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

Section 1. This City Commission hereby authorizes and directs the City Manager and/or Finance Director to expend funds for the purchase of Eight (8) Cradlepoint Mobile Routes and subscription licenses through the Equalis Group Cooperative Purchasing Program from Insight Public Sector of Tempe, Arizona, Contract # 4400006644, for the EZfare Mobile Ticketing Platform for the Sandusky Transit System, at an amount **not to exceed** Seventeen Thousand Eight Hundred and 00/100 Dollars (\$17,800.00), pursuant to and in accordance with the FY2021 Ohio Transit Partnership Program Grant.

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

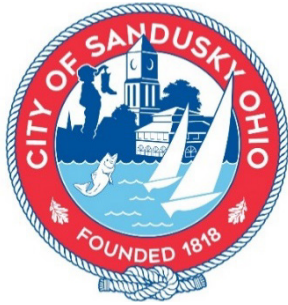
Section 3. This Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted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

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

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

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

Passed: May 22, 2023



## DEPARTMENT OF COMMUNITY DEVELOPMENT

240 Columbus Avenue  
Sandusky, Ohio 44870  
419.627.5832  
[www.cityofsandusky.com](http://www.cityofsandusky.com)

**To:** John Orzech, Interim City Manager  
**From:** Colleen Gilson, Interim Asst. City Manager/Interim Community Development Director  
**Date:** May 10, 2023  
**Subject:** Commission Agenda Item – MOU with Fairmont Properties and North Coast Inns

**Items for Consideration:** Legislation authorizing the City Manager to enter into a Memorandum of Understanding with Fairmont Properties, LLC and North Coast Inns, Inc. for the potential redevelopment of the Jackson Street Parking Lot in Sandusky, Ohio.

**Background Information:** The City of Sandusky owns the Jackson Street Parking Lot, which consists of 15 parcels comprising 1.4 acres in Downtown Sandusky. The site is improved with an asphalt surface parking lot that contains 105 parking spaces.

In March of 2021, the City adopted The Downtown Sandusky Master Plan by Ordinance No. 21-028, which identified the redevelopment of the Jackson Street Parking Lot as one of three priority improvement projects. The plan calls for the development of a 120 key hotel with 5,000 to 10,000 square feet of event space, a rooftop bar, and a 300-car parking garage at the site.

In May 2022, the City issued a Request for Proposals to identify a private development partner to redevelop the site in a manner consistent with the Downtown Plan. Four submittals were received and evaluated by a City selection committee and based upon the firm's experience, past performance, understanding of the project, approach, project schedule and financial capacity to complete the project, it was determined Fairmont Properties and North Coast Inns was the top ranked development team for the project.

The proposal from Fairmont Properties and North Coast Inns outlined the extensive experience of the development team members. The proposal also outlined a preliminary project scope including a hotel, conference room, retail space, housing and a parking garage at a total estimated cost of over \$50 million.

The Memorandum of Understanding establishes the framework and guidance by which the development team alone can conduct further due diligence and negotiate a development agreement with the City for the redevelopment of the site. The memorandum expires December 31, 2023.

**Budgetary Information:** There is no cost to the City.



**Action Requested:** It is requested that the proper legislation be prepared to allow the City to enter into a Memorandum of Understanding with Fairmont Properties and North Coast Inns for the potential redevelopment of the Jackson Street Parking Lot in Sandusky, Ohio. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter to allow the City to immediately proceed with execution of the agreement and prevent delays in the development of the site.

I concur with this recommendation:

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John Orzech  
Interim City Manager

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Colleen Gilson  
Interim Asst. City Manager  
Interim Community Development Director

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

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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH FAIRMOUNT PROPERTIES, LLC, AND NORTH COAST INNS, INC. FOR THE POTENTIAL REDEVELOPMENT OF THE JACKSON STREET PARKING LOT IN SANDUSKY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the City is the owner of the public parking lot referred to as the Jackson Street Parking Lot located on the east side of Jackson Street between Water street and Market Street in Sandusky, Ohio; and

**WHEREAS**, the City Commission adopted the Downtown Sandusky Master Plan for the City of Sandusky by Ordinance No. 21-028, passed on March 8, 2021, which included the redevelopment of the Jackson Street Parking Lot with a 120 key hotel with 5,000-10,000 square feet of event space, a rooftop bar, and a 300-car parking garage at the site; and

**WHEREAS**, on May 9, 2022, the City issued a Request for Proposals for the development of a Downtown Sandusky Hotel and Conference Center in which four (4) submittals were received and evaluated by a selection committee and based upon the firm's experience, past performance, understanding of the project, approach, project schedule and financial capacity to complete the project, it was determined Fairmont Properties, LLC and North Coast Inns, Inc. was the top ranked development team for the project; and

**WHEREAS**, the Memorandum of Understanding (MOU) establishes the framework and guiding principles established by the City, developer, and hotel partner, in furtherance of the redevelopment project and the negotiation of a development agreement; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules and in accordance with Section 14 of the City Charter in order to immediately proceed with execution of MOU and prevent delays in the development of the site; and

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

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

Section 1. The City Manager is authorized and directed to enter into a Memorandum of Understanding with Fairmount Properties, LLC, and North Coast Inns, Inc. for the potential redevelopment of the Jackson Street Parking Lot in Sandusky, substantially in the same form as Exhibit "1", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Ordinance.

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

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

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

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

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

Passed: May 22, 2023

## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (this "MOU") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023 (the "Effective Date") by and between The City of Sandusky, a municipality under the laws of the State of Ohio (the "City"), Fairmount Properties, LLC, an Ohio limited liability company ("Developer"), and North Coast Inns, Inc, an Ohio corporation ("Hotel Partner"), or any of their assigns, (together, the "Parties").

### **RECITALS**

A. On \_\_\_\_\_, 2022, the City publicly issued a Request for Proposals for Downtown Sandusky Hotel and Conference Center ("RFP") resulting in a competitive process through which the City has chosen Developer and Hotel Partner as its development partnership team for the redevelopment of the RFP site, bounded by Market St, Jackson St, Water St and Peddler's Alley, Sandusky, Ohio (the "Development Site").

B. Developer desires to undertake the development of a mixed-use project (the "Project") on the Development Site owned by the City pursuant to the vision outlined within the RFP. Hotel Partner desires to own, lease, or sublease and operate a high-quality hotel and conference center within the Project.

C. The City has determined that the development of the Development Site is in the best interest of the City and is necessary for the purpose of the creation of public infrastructure including a new downtown public parking garage facility, private investments in new downtown hospitality, residential, and retail, new jobs and employment opportunities in the City, as well as to improve the economic wellbeing of residents and increase the tax base within the City.

D. The City desires to facilitate the redevelopment of the Project through the use of Tax Increment Financing ("TIF") and, potentially, the use of funding via other development funds.

E. This MOU sets forth the general framework and guiding principles established by Developer, Hotel Partner, and the City in furtherance of the Project and the negotiation of a development agreement acceptable to all Parties (the "Development Agreement") reflecting the goals and requirements of the City, Developer and Hotel Partner. This MOU is intended to be superseded by a formal Development Agreement and is not intended to include all the necessary terms, conditions, and other details of the Development Agreement. It is intended nevertheless to

establish a framework on which the Parties may rely in negotiating the Development Agreement and in entering into certain commitments and understandings in anticipation of the execution of the Development Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, agreements, and considerations set forth herein and for other good and valuable consideration, the City, Developer and Hotel Partner hereby agree as follows:

- 1) Description of Project. The Project will consist of the redevelopment by Developer and Hotel Partner of the Development Site consisting of an approximately 1.3485 acre parcel(s) which is owned by the City, and generally described as bounded on the north by Water St, on the east by Peddler's Alley, on the south by Market St and on the west by Jackson St, all in Sandusky, Ohio. The land is legally described on Exhibit A, attached hereto and made a part hereof. The redevelopment will result in multiple story buildings tentatively comprising the following uses; provided, however, Developer will not be obligated to own the parking garage and the parties will work together in good faith to determine an ownership and management structure for the garage that is mutually acceptable:
  - a. Parking garage
  - b. Hotel and conference center
  - c. Multi-family residential
  - d. Retail/restaurants
- 2) Definitive Agreements
  - a. Development Agreement. Developer, Hotel Partner, and the City agree to enter into good faith negotiations of a Development Agreement with the intention that such Development Agreement will govern the Project planning, implementation, and management.
  - b. Purchase and Sale Agreement or Ground Lease. During the Development Agreement negotiation, the Parties will mutually agree upon a transactional

structure, anticipated to be either a sale of the Development Site or a ground lease of the Development Site.

3) General Terms and Conditions.

- a. Term. This MOU shall remain in full force and effect until the earlier of (a) mutual execution by all Parties of the Development Agreement, or (b) expiration of this MOU pursuant to Section 5 hereof. Upon the expiration of this MOU, all obligations and liabilities of the Parties by reason of this MOU shall cease, except that any obligations or liabilities under Sections 3 and 4 hereof shall survive any termination or expiration of this MOU. City agrees to negotiate exclusively with Developer and Hotel Partner to be the development partnership team of the Project in accordance with the RFP until such time as any Party shall have terminated this MOU pursuant to Section 5 hereof.
- b. Condition of Development Site: Unless otherwise provided in the Definitive Agreements, the Development Site shall be delivered to Developer and Hotel Partner in a vacant state. The Development Agreement will contain provisions addressing how any unanticipated environmental conditions will be handled.
- c. Approval of uses, tenant mix and design criteria: City shall have approval, such approval not to be unreasonably withheld, conditioned, or delayed, over the proposed use categories to be developed in the Project, as well as the conceptual site plan and design criteria for the Project, all of which will be agreed to in the Development Agreement and any applicable exhibits. No tenant in the Project may engage in the following uses without the prior written consent of the City: amusement galleries; pool rooms; off-track betting parlors; adult bookstores; adult novelty stores; drug paraphernalia stores; legalized marijuana stores; video game rooms; catalog stores; self-service shoe stores; discount stores; dollar stores; pawn shops; tattoo parlors; auto parts stores; laundromats; and gasoline service stations, payday loan stores and adult entertainment parlors.
- d. Timeline for Development: The Development Agreement will establish a proposed timeline for development of the Project, including any governmental approvals.

Expenses: Each party will be responsible for its own expenses related to the Project's pursuit and due diligence.

- 4) Indemnification: Developer, Hotel Partner and to the extent permitted by law the City shall each indemnify, defend, and hold harmless each other from and against all liability, damage, loss, cost and expense (including, but not limited to, interest and penalties, court costs and attorneys' fees) in connection with or relating to this MOU, including those for personal injury (including death) or property damage except for losses caused by the gross negligence or willful misconduct of any party. Developer and Hotel Partner will require in all contracts and sub-contracts an indemnification clause requiring the sub-contractor to indemnify the City indemnitee parties set forth in this Section 4.
- 5) Termination: The City hereby grants exclusive development rights to Developer and Hotel Partner with respect to the Development Site and the Project, commencing on the Effective Date and ending at Midnight on March 31, 2024. Notwithstanding anything set forth herein to the contrary, the obligations and liabilities under Sections 3 and 4 hereof shall survive any expiration of this MOU, provided that in no event shall either Party be liable hereunder for (and each Party hereby waives the right to claim or sue for) any indirect, consequential, or punitive damages.
- 6) This MOU 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 document.
- 7) This MOU cannot be changed nor can any provision of this MOU, or any right or remedy of any party, be waived orally. Changes and waivers can only be made in writing, and the change or waiver must be signed by the party against whom the change or waiver is sought to be enforced. Any waiver of any provision of this MOU, or any right or remedy, given on any one or more occasions shall not be deemed a waiver with respect to any other occasion.
- 8) Notices. Any notice, request or other communication given or made hereunder ("Notice") shall be in writing and sent by any of the Parties by any of the following

means: (i) by registered or certified mail, return receipt requested, postage prepaid, (ii) by personal delivery, (iii) by nationally recognized overnight delivery service or (iv) by confirmed email. Any such Notice shall be addressed to the other Party at the addresses or email address set forth below, or to such other address or addresses or email address or addresses for each Party as each Party shall hereafter designate by Notice given to the other Parties pursuant to this Section 8:

To City: City of Sandusky, Ohio  
240 Columbus Avenue  
Sandusky, Ohio 44870  
Attention: Interim City Manager  
[jorzech@cityofsandusky.com](mailto:jorzech@cityofsandusky.com)

With a copy to:

City of Sandusky, Ohio  
240 Columbus Avenue  
Sandusky, Ohio 44870  
Attention: Law Director  
[bheil@cityofsandusky.com](mailto:bheil@cityofsandusky.com)

To Developer: Randy Ruttenberg  
Fairmount Properties  
200 Park Ave, suite 220  
Orange Village, OH 44122  
[rruttenberg@fairmountproperties.com](mailto:rruttenberg@fairmountproperties.com)

With a copy to:

Rebecca Molyneux  
Fairmount Properties  
200 Park Ave, suite 220  
Orange Village, OH 44122  
[rmolyneux@fairmountproperties.com](mailto:rmolyneux@fairmountproperties.com)

To Hotel Partner: Leonard Longer  
North Coast Inns, Inc



11608 US 250  
Milan, OH 44846  
With a copy to:  
Joseph R. Miller  
Vorys, Sater, Seymour and Pease LLP  
52 E. Gay Street  
Columbus, Ohio 43215  
jrmiller@vorys.com

**IN WITNESS WHEREOF**, the Parties have executed this MOU on the date first above written.

**THE CITY OF SANDUSKY**

**FAIRMOUNT PROPERTIES LLC**

an Ohio limited liability company

By: \_\_\_\_\_ By: \_\_\_\_\_  
Name: \_\_\_\_\_ Name: \_\_\_\_\_  
Title: \_\_\_\_\_ Title: \_\_\_\_\_

**NORTH COAST INNS INC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Leonard F. Longer  
Title: \_\_\_\_\_

Approved as to form

By: \_\_\_\_\_  
Name: Brendan Heil  
Title: Law Director



LEGAL DESCRIPTION

Hartung Title Agency  
Commitment No. E-29268, Effective May 30, 2019

PARCEL NO. 1:  
Situating in the City of Sandusky, County of Erie and State of Ohio:  
Being all of Lot No. Forty-two (42) on Water Street in the City of Sandusky, Ohio.

PARCEL NO. 2:  
Situating in the City of Sandusky, County of Erie and State of Ohio:  
Being the west Thirty-three (33) feet of Lot No. Forty-one (41) on Water Street in the City of Sandusky, Ohio.

PARCEL NO. 3:  
Situating in the City of Sandusky, County of Erie and State of Ohio:  
Being the east one-half of Lot Number Two (2) on Jackson Street, excepting therefrom the east 66.67 feet.

PARCEL NO. 4:  
Situating in the City of Sandusky, County of Erie and State of Ohio: Being the west two-thirds (2/3) of Lot Number Four (4) on Jackson Street, excepting therefrom the following described premises: Beginning at the Northwest corner of Lot No, 4 Jackson Street; thence south on the west line of Lot No, 4, 21-11/12 feet to the center of the partition wall of the double stone building; thence east and parallel with the north line of said lot, 81 feet 9 inches; thence in a northeasterly course to a point on the north line of Lot No. 4, 6 rods east of the west line of said lot, thence west on the north line of said lot to the place of beginning.

PARCEL NO. 5:  
Situating in the City of Sandusky, County of Erie and State of Ohio:  
Being the west 2/3 of Lot Number Six (6) on Jackson Street.

PARCEL NO. 6:  
Situating in the City of Sandusky, County of Erie, State of Ohio and bounded and described as follows:  
Being the westerly one-half (1/2) of the easterly one-half (1/2) of Lot Number Forty (40) on Water Street.

PARCEL NO. 7:  
Situating in the City of Sandusky, County of Erie, State of Ohio and bounded and described as follows:  
Being the westerly one-half (1/2) of Lot Number Forty (40) on Water Street,

PARCEL NO. 8:  
Situating in the City of Sandusky, County of Erie, State of Ohio and bounded and described as follows:  
And known as being the east one-half of Lot Number Forty-one (41) on Water Street in said City.  
EXCEPTING THEREFROM THE FOLLOWING:  
Situating in the City of Sandusky, County of Erie, State of Ohio and being a part of lot numbers 39 and 40, Water Street, in the First Ward of said City, Erie County, Ohio and more fully described as follows:  
Commencing at a cross cut found in a monument box at the centerline intersection of Water Street (74.25 feet wide) with the centerline intersection of Columbus Avenue (99 " feet wide); Thence South 64° 23' 00" West along the centerline of Water Street a distance of 49.50 feet to point; Thence South 25° 30' 00" East a distance of 37.12 feet to a point at the northeasterly corner of a parcel conveyed to Sandusky State Theatre Inc. recorded in deed volume 54\*4, page 130, Erie County Deed Records; Thence South 64° 23' 00" West along the northerly line of said Sandusky State Theatre a distance of 176.98 feet to a point at the northwesterly corner of said Sandusky State Theatre, said point being the Place of Beginning;  
(1) Thence South 25° 31' 00" E along the westerly line of said, Sandusky State Theatre distance of 148.50 feet to a drill hole set;  
(2) Thence South 64° 23' 00" W a distance of 52.00 feet to a 1/2 rebar set;  
(3) Thence North 25° 31' 00" W a distance of 148.50 feet to a point;  
(4) Thence North 64° 23' 00" E a distance of 52.00 feet to the Place of Beginning, containing 0.1772 acre more or less, but subject to all legal highways easements and restrictions of record.  
Bearings were assumed for the purpose of indicating angles only. The above description was prepared from a survey by me Rudy O. Hartung P.S. in April 2003.

PARCEL NO. 9:  
Situating in the City of Sandusky, County of Erie and State of Ohio:  
Being the West 2/3 of the East 1/3 of Lots Numbered Four (4) and Six (6) on Jackson Street of which the West line of the premises conveyed hereby being the East line of the East wall of the Cable Building now on the West 2/3 of said Lots Numbered Four (4) and Six (6). Also the West 2/3 of the East 1/3 of Lot Numbered Two (2) on Jackson Street, excepting therefrom the North Twelve (12) feet thereof heretofore reserved for an alley.

PARCEL NO. 10:  
Situating in the City of Sandusky, County of Erie and State of Ohio and further described as follows:  
Beginning in the West line of Lot 2, same being the East line of Jackson Street, at a point 12 feet South from the Northwest corner of Lot 2; thence East parallel with the North line of Lot, 99 feet; thence South 20 feet; thence West 99 feet; thence North 20 feet, be the same more or less, but subject to all legal highways.

PARCEL NO. 11:  
Situating in the City of Sandusky, County of Erie and State of Ohio, and being: Commencing at the southwest corner of Lot No. Two (2) on Jackson Street, in the City of Sandusky, thence East along the southerly line of said Lot, 99 feet to a point; thence in a northerly direction parallel with the west line of said Lot No. Two (2), 17 feet to a point; thence in a westerly direction parallel with the south line of said lot, 99 feet to a point; thence in a southerly direction along the west lot line, 17 feet to the place of beginning, the same being the south 17 feet of the west 6 rods of Lot No. Two (2) Jackson Street (and one-half of the surplus of said lot).

Also the following premises Situating in the City of Sandusky, County of Erie and State of Ohio, to wit: Being the north 17 feet of the south 34 feet of the west 1/2 lot two (2) Jackson Street.

PARCEL NO. 12:  
Situating in the City of Sandusky, County of Erie and State of Ohio, and being:  
Also that part of Lot Number Four (4) on Jackson Street, in the City of Sandusky, Erie County, Ohio bounded and described as follows: Beginning at the northwest corner of said lot; running thence southerly along the westerly line of said lot, same being the easterly line of Jackson Street, a distance of 21 feet and 11 inches to the center of the partition wall of the double stone building situated on said premises; thence easterly along a line parallel with the northerly line of said lot, a distance of 81 feet and 9 inches to its intersection with a line drawn from the southeast corner of said double stone building which said corner is 60 feet and 9 inches easterly from the easterly line of Jackson Street and 44 feet and 3 inches southerly from the northerly line of said Lot Number 4 to a point, the northerly line of said Lot Number Four (4) on Jackson Street, which point is 99 feet easterly measured along the northerly line of said lot, from the easterly line of Jackson Street; thence northeasterly, along said above mentioned line to the northerly line of said Lot Number Four (4); thence easterly along the northerly line of said lot, a distance of 99 feet to the place of beginning.

SCHEDULE B, SECTION II ITEMS

Table of Exceptions  
Hartung Title Agency  
Commitment No. E-29268, Effective May 30, 2019

16. Rights of Way and Easement rights in deed to The Laurence Cable Company, filed for record August 19, 1924 and Recorded in Volume 123 at Page 357, Erie County, Ohio Deed Records, a.) 15 FOOT WIDE RIGHT OF WAY SHOWN HEREON.  
b.) 9 FOOT WIDE RIGHT OF WAY SHOWN HEREON.  
(PLEASE NOTE THAT THE BUILDING OR BUILDINGS DESCRIBED IN DOCUMENT ARE NOT ON GROUND AT TIME OF SURVEY.)

17. Rights, privileges, and easements in deed to The City of Sandusky, filed for record August 29, 1973 and Recorded in Volume 429 at Page 252, Erie County, Ohio Deed Records.  
(10 FOOT WIDE PEDESTRIAN WALKWAY EASEMENT IS SHOWN HEREON.)

18. Alley Rights in deed to John F. Kriss and Edna M. Keating, filed for record June 12, 1960 and Recorded in Volume 306 at Page 478, Erie County, Ohio Deed Records.  
(12 FOOT ALLEY RIGHTS AFFECTING PARCEL NO. 7 IS SHOWN HEREON.)

19. Grant of a License for Encroachment on West Side of Lot 35/ Presently a Parking Lot by and between The City of Sandusky and North Bay Management filed for record October 18, 1999 and Recorded as Document RN 9915901 and re-filed in RN 9916581, Erie County, Ohio Official Records.  
(ENCROACHMENT AREA IS NORTHEAST OF SUBJECT PROPERTY AND NOT SHOWN HEREON.)

20. Right of Way and alley rights in deed to George L. Mylander, filed for record July 13, 1954 and Recorded in Volume 251 at Page 476, Erie County, Ohio Deed Records.  
(12 FOOT ALLEY RIGHTS AFFECTING PARCEL NOS 3 AND 9 IS SHOWN HEREON.)  
(PLEASE NOTE THAT THE BUILDING OR BUILDINGS DESCRIBED IN DOCUMENT ARE NOT ON GROUND AT TIME OF SURVEY.)

21. Easement Agreement for Concrete Apron by and between The City of Sandusky, Ohio and Old Platt LLC, filed for record November 26, 2014 and Recorded as Document RN 201409960, Erie County, Ohio Official Records.  
(10.5'x44.00' CONCRETE APRON EASEMENT SHOWN HEREON.)

22. Sewer Easement Agreement by and between The City of Sandusky, Ohio and Old Platt LLC, filed for record November 26,2014 and Recorded as Document RN 201409961, Erie County, Ohio Official Records.  
(10 FOOT SEWER EASEMENT SHOWN HEREON.)

23. Easement Agreement by and between Old Platt LLC and The City of Sandusky, filed for record November 26, 2014 and Recorded as Document RN 201409962, Erie County, Ohio Official Records.  
(10.00'x32.13' ACCESS EASEMENT SHOWN HEREON.)

24. Easement Agreement by and between Old Platt LLC and The City of Sandusky, filed for record November 26, 2014 and Recorded as Document RN 201409963, Erie County, Ohio Official Records.  
(10.00'x32.13' ACCESS EASEMENT SHOWN HEREON.)

25. Alley Rights in deed to Lowell C. Hem Post No. 2529, Veterans of Foreign Wars, filed for record May 3, 1941 and Recorded in Volume 166 at Page 287, Erie County, Ohio Deed Records.  
(12 FOOT ALLEY RIGHTS (JOINT USE) AFFECTING PARCEL NO. 10 IS SHOWN HEREON.)

26. Easement to Ohio Edison Company filed for record November 9, 1993 and Recorded in Book 143 at Page 726, Erie County, Ohio Official Records.  
(20 FOOT WIDE EASEMENT SHOWN HEREON.)

27. Agreement for Construction and or use of Public Way Sub-space, filed for record July 30, 1953 and Recorded in Volume 243 at Page 323, Erie County, Ohio Deed Records.  
(THE DOCUMENT IS PARTIALLY ILLEGIBLE AND NOT SHOWN HEREON.)

28. Right of Way, Easement and Alley Rights in deed to Edward James Baxer and Doris A. Baxter, filed for record November 3, 1980 and Recorded in Volume 487 at Page 435, Erie County, Ohio Deed Records.  
a.) 12 FOOT ALLEY SHOWN HEREON.  
b.) 15 FOOT INGRESS / EGRESS EASEMENT SHOWN HEREON.  
(PLEASE NOTE THAT THE BUILDING OR BUILDINGS DESCRIBED IN DOCUMENT ARE NOT ON GROUND AT TIME OF SURVEY.)

29. We find a certain twelve (12') alley (that appears to run along the north part of Lot Number Two (2) Jackson Street) has not been included under the various deeds of conveyance. No further examination has been made as to the record ownership or use of said alley.

UTILITY PROVIDERS

OUPS Reference No. A916402717  
Date: June 13, 2019

AT & T  
Plans Not Received

Buckeye Cable TV  
Plans Not Received

City of Sandusky  
(Sewer, Water and Traffic)  
Plans Received  
Site Plan performed by  
Environmental Design Group  
Dated 02/10/2016

UTILITY NOTE

Utility Provider source information from plans provided by the client, the title company and the utility provider and on ground utility markings will be combined with observed evidence of utilities to develop a view of those underground utilities. However, lacking excavation, the exact location of underground features cannot be accurately, completely and reliably depicted. The centerline of known utility lines shown hereon do not represent the true width of the utility line.

FLOOD NOTE

The Subject property is situated in Zone "X", a minimum flood zone, and is not in a Special Flood Hazard Area as shown on the Federal Flood Map Community Number 390156 and Community Panel No. 39043C-079D, Effective: August 28, 2008.

NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE. APPROXIMATE SCALED LOCATION FROM FEMA FLOOD MAPS.

PROPERTY AREA

Parcel Nos.	1, 6, 6, 7 and 8	0.5838	Acres	25,429	Sq.Ft.
Parcel Nos.	3, 4, 5, 9, 10, 11 and 12	0.7647	Acres	33,311	Sq.Ft.
Total		1.3485	Acres	58,740	Sq.Ft.

\* Total area does not include area within 12 foot wide alley \*

ZONING INFORMATION AND NOTES

The City of Sandusky  
240 Columbus Avenue  
Sandusky, Ohio 44870  
419-627-5844

ZONING REQUIREMENTS ARE SUBJECT TO INTERPRETATION, FOR FURTHER VERIFICATION OF ZONING INFORMATION CONTACT THE CITY OF SANDUSKY. THE RIVERSTONE COMPANY WAS NOT PROVIDED A PLANNING AND ZONING REPORT AT THE DATE OF THE SURVEY.

GENERAL DESCRIPTION

Downtown Business (DBD)

ADJACENT PROPERTY ZONING DISTRICT

Downtown Business (DBD)

USES PERMITTED

REFER TO CHAPTER 1133

OBSERVED USE

Parking Lot

MINIMUM LOT AREA

REFER TO CHAPTER 1133

OBSERVED AREA

1.3485 Acres 58,740 Sq.Ft.

HEIGHT RESTRICTIONS

REFER TO CHAPTER 1133

SETBACK REQUIREMENTS

REFER TO CHAPTER 1133

PARKING REQUIREMENTS

REFER TO CHAPTER 1149

OBSERVED STRIPED PARKING

Regular- 105

H/C- 005

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Total- 110

SURVEYORS NOTES

- All of the various survey monuments shown on this survey as found and/or used are in good condition, undisturbed, unless otherwise noted. 5/8" iron pins shown hereon as set will be set upon closing. (Table A, Item 1)
- The Riverstone Company was not provided a Planning and Zoning Report (PZR) at the date of the survey. (Table A, Item 6a)
- At the time of survey the Riverstone Company did not make any observations to determine the location of party walls or if the walls were plumb. (Table A, Item 10)
- At the time of the field surveying there was no observable evidence of earth moving work, building construction or building additions within recent months. (Table A, Item 16)
- At the time of the field surveying there was no observable evidence of changes in street right of way lines. (Table A, Item 17)
- At the time of the field surveying there was no observable evidence of recent sidewalk construction or repairs. (Table A, Item 17)
- The Riverstone Company was not provided a wetlands delineation report at the time of the survey. (Table A, Item 18)
- At the time of the field surveying there was no observed evidence of site use as a solid waste dump, sump or sanitary landfill.
- At the time of the field surveying there was no observable evidence of cemeteries or burial grounds.
- Ownership of fences are unknown unless otherwise noted.
- Dimensions on this plat are expressed in feet and decimal parts thereof unless otherwise noted.
- This plat was prepared from a field survey, analysis of recorded plats, recorded deeds, and city survey records. Bearings shown hereon are to an assumed meridian and are intended to indicate angles only. Distances are given in feet and decimal parts thereof. All of which I certify to be correct to the best of my knowledge. I hereby certify I have surveyed the subject premises and prepared this drawing in accordance with the provisions of Chapter 4733-37 of the Ohio Administrative Code.
- Due to future liability concerns the Riverstone Company cannot add the wording "its successors and/or assigns as their respective interests may appear" after private entities.
- Subject property has vehicular access to West Water Street (Public Right of Way) and Jackson Street (Public Right of Way).

ALTA / NSPS  
LAND TITLE SURVEY

OF  
134 JACKSON STREET

PARCEL NO. 56-64001.000

PARCEL NO. 56-64002.000

PARCEL NO. 56-64003.000

PARCEL NO. 56-64004.000

PARCEL NO. 56-64032.000

PARCEL NO. 56-64036.000

PARCEL NO. 56-64037.000

PARCEL NO. 56-64038.000

PARCEL NO. 56-64039.000

PARCEL NO. 56-64040.000

PARCEL NO. 56-64043.000

PARCEL NO. 56-64052.000

PARCEL NO. 56-60103.000

PARCEL NO. 56-60104.000

PARCEL NO. 56-60823.000

CITY OF SANDUSKY

COUNTY OF ERIE

STATE OF OHIO

FOR

THE CITY OF SANDUSKY

HARTUNG TITLE AGENCY

2016 ALTA/NSPS CERTIFICATION

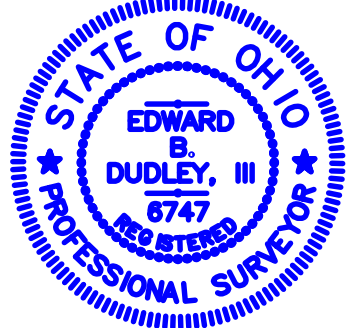
To The City of Sandusky and Hartung Title Agency:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 7(a), 7(b), 7(c), 8, 9, 11, 13, 14, 16, 17, 18 and 20 of Table A thereof. The fieldwork was completed on July 45, 2019.

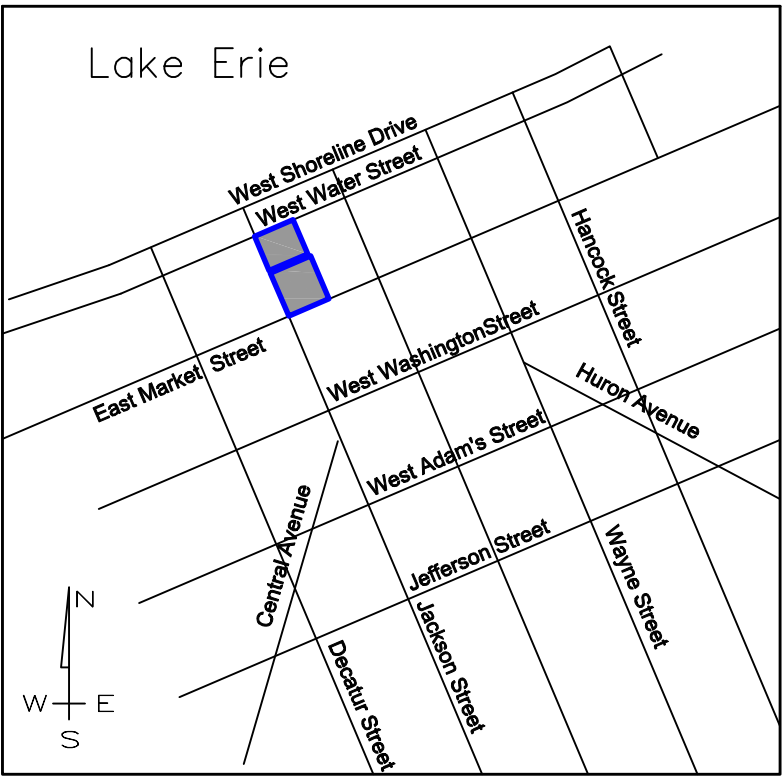
Edward B. Dudley, III  
P.S. No. 6747

August 2, 2019

Date



VICINITY MAP



NOT TO SCALE

DRAWN BY

BDK, BS

SURVEYORS

BS

APPROVED

EBD PS No. 6747



LAND SURVEYING - ENGINEERING - DESIGN  
3800 LAKESIDE AVENUE - SUITE 100  
CLEVELAND - OHIO - 44114  
PHONE: (216) 491-2000 FAX: (216) 491-9640  
WWW.RIVERSTONE-SURVEY.COM

19-214 , PAGE 1 OF 3



LINE TABLE

Line #	Length	Bearing
L1	41.25' R-M.	S 64° 23' 00" W
L2	37.125' R-M.	S 25° 32' 22" E
L3	41.25' R-M.	N 64° 23' 00" E
L4	37.125' R-M.	N 25° 32' 22" W
L5	49.50' R-M.	N 64° 23' 00" E
L6	37.125' R-M.	S 25° 29' 27" E
L7	41.25' R-M.	N 64° 20' 19" E
L8	41.25' R-M.	N 25° 32' 22" W
L9	33.22' C.-M. 33.00' R.	N 64° 23' 00" E
L10	33.21' C.-M. 33.00' R.	N 64° 21' 51" E
L11	33.21' C.-M. 33.00' R.	S 64° 21' 51" W
L12	54.70' C.-M.	S 25° 31' 22" E
L13	33.20' C.-M.	S 64° 21' 21" W
L14	54.71' C.-M.	N 25° 31' 37" W
L15	44.81' C.-M.	S 25° 32' 22" E
L16	81.75' R.-M.	S 64° 21' 21" W
L17	28.30' C.-M.	N 13° 35' 28" E
L18	66.70' C.-M. 66.00' R.	S 25° 31' 22" E
L19	66.72' C.-M. 66.00' R.	S 25° 32' 22" E
L20	66.70' C.-M. 66.00' R.	S 25° 31' 22" E
L21	3.36' C.-M.	N 64° 23' 00" E
L22	3.35' C.-M.	N 64° 21' 51" E
L23	33.22' C.-M. 33.00' R.	N 64° 23' 00" E
L24	33.22' C.-M. 33.00' R.	N 64° 23' 00" E
L25	33.22' C.-M. 33.00' R.	N 64° 21' 51" E
L26	52.00' R.-M.	N 64° 23' 00" E
L27	177.16' C.-M. 176.98' R.	N 64° 23' 00" E
L28	52.00' R.-M.	N 64° 21' 51" E
L29	44.26' C.-M. 44.22' R.	N 64° 20' 19" E
L30	54.70' C.-M.	N 25° 31' 22" W
L31	44.28' C.-M. 44.22' R.	N 64° 21' 51" E
L32	12.00' R.-M.	S 25° 32' 22" E
L33	20.00' R.-M.	S 25° 32' 22" E
L34	99.61' C.-M. 99.00' R.	N 64° 21' 51" E
L35	20.00' R.-M.	S 25° 31' 37" E
L36	99.62' C.-M. 99.00' R.	N 64° 21' 51" E
L37	17.36' C.-M. 17.00' R.	S 25° 32' 22" E
L38	99.61' C.-M. 99.00' R.	S 64° 21' 36" W
L39	17.35' C.-M. 17.00' R.	S 25° 31' 37" E
L40	17.36' C.-M. 17.00' R.	S 25° 32' 22" E
L41	99.61' C.-M. 99.00' R.	S 64° 21' 21" W
L42	17.35' C.-M. 17.00' R.	S 25° 31' 37" E
L43	21.92' R.-M.	S 25° 32' 22" E
L44	29.86' C.-M.	N 64° 21' 51" E
L45	12.00' R.-M.	S 25° 30' 53" E
L46	22.13' R.-M.	S 64° 21' 51" W
L47	22.13' R.-M.	N 64° 20' 19" E
L48	33.21' C.-M.	N 64° 21' 51" E

LEGEND

- [M] = Monument Box Found  
 [O] = Iron Pin Found  
 [P] = Iron Pipe Found  
 [5/8"x30"] = 5/8"x30" Iron Pin Set  
 [D] = Drill Hole Set / Found  
 [P.K.] = P.K. Nail Set / Found  
 [C] = Centerline  
 [E] = Easement No.

Calc./C. Calculated  
 E. East  
 Meas./M. Measured  
 N. North  
 Obs. Observed  
 R/W Right-of-Way  
 Rec./R. Record  
 S. South  
 V/Vol. Volume  
 W. West

DEEDS OF RECORD

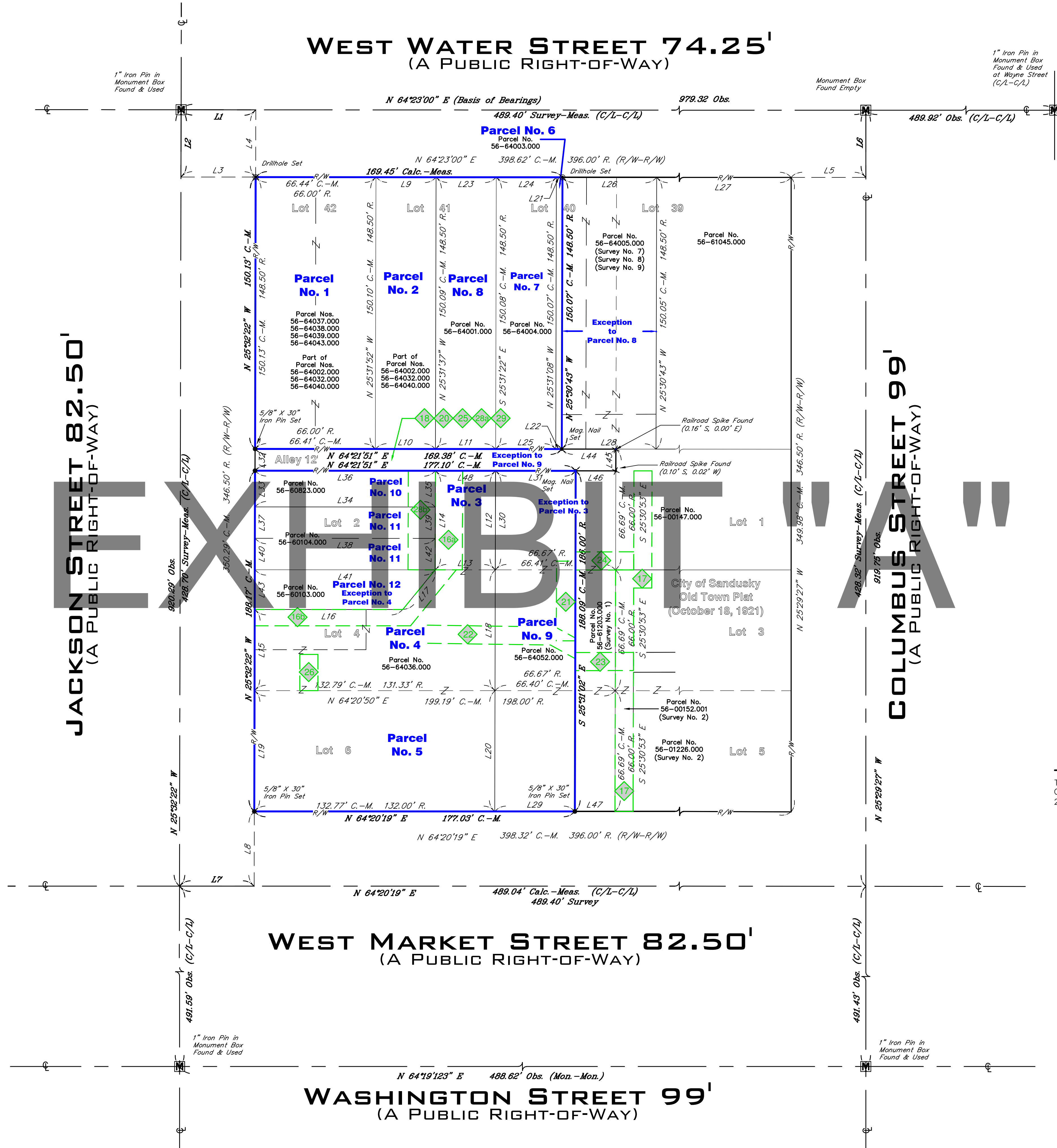
Land described to The City of Sandusky as recorded in Volume 428, Page 188 of Erie County Deed Records (As to Parcels 1 & 2) and Volume 429, Page 252 of Erie County Deed Records (As to Parcels 3, 4 & 5)

Land described to City of Sandusky as recorded in Volume 435, Page 485 of Erie County Deed Records (As to Parcels 6, 7 & 8)

Land described to The City of Sandusky as recorded in Volume 513, Page 874 of Erie County Deed Records (As to Parcel 9) and Document RN 200009782 of Erie County Deed Records (As to Parcel 10)

Land described to City of Sandusky as recorded in Document RN 200110010 of Erie County Deed Records (As to Parcels 11 & 12)

WEST WATER STREET 74.25'  
(A PUBLIC RIGHT-OF-WAY)



ALTA / NSPS  
LAND TITLE SURVEY  
OF  
134 JACKSON STREET  
(BOUNDARY AND  
SCHEDULE B, ITEM II  
EXCEPTIONS)

OWNERSHIP TABLE

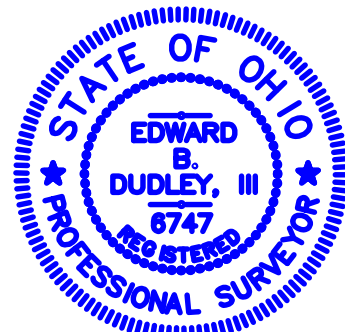
Parcel	Ownership	Recording Information
56-00147.000	Old Platt, LLC	RN 200811016
56-64001.000	The City of Sandusky	Volume 435, Page 485
56-64002.000	The City of Sandusky	Volume 428, Page 188
56-64003.000	The City of Sandusky	Volume 435, Page 485
56-64004.000	The City of Sandusky	Volume 435, Page 485
56-64005.000	Sandusky State Theatre, Inc.	Volume 544, Page 130
56-64032.000	The City of Sandusky	Volume 428, Page 188
56-64036.000	The City of Sandusky	Volume 429, Page 252
56-64037.000	The City of Sandusky	Volume 428, Page 188
56-64038.000	The City of Sandusky	Volume 428, Page 188
56-64039.000	The City of Sandusky	Volume 428, Page 188
56-64040.000	The City of Sandusky	Volume 428, Page 188
56-64043.000	The City of Sandusky	Volume 428, Page 188
56-64052.000	The City of Sandusky	Volume 513, Page 874
56-60103.000	The City of Sandusky	RN 200110010
56-60104.000	The City of Sandusky	RN 200110010
56-60823.000	The City of Sandusky	RN 200009782
56-61203.000	Old Platt, LLC	RN 201008009
56-61045.000	Sandusky State Theatre, Inc.	RN 200406855

REFERENCE SURVEYS

- Survey No. Survey Description  
 1.) Lot Combination 0.3254 Acres as surveyed by John Hancock, PS No. 6918 in August 16, 2010. (File No. 1693-SUR, Job No. 169308) (Survey)  
 2.) Plat of Survey, Lot Split & Combination as surveyed by John Hancock, PS No. 6918 in March 17, 2011. (File No. 1693-SUR, Job No. 169308)  
 3.) Boundary Survey for David Bier as surveyed by J.A.R./ Engineering in February of 2015. (File No. 1693-SUR, Job No. 169308)  
 4.) Lot Combination Plat as surveyed by John Hancock, PS No. 6918 in December 22, 2016. (File No. 2454-COMB, Job No. 245416)  
 5.) Encroachment License Agreement as surveyed by Alexander B. Etchill, PS No. 8512 in May 31, 2016. (File No. 2454-SURV, Job No. 245416)  
 6.) Map of Survey for Job & Family Services as surveyed by Daniel E. Hartung, Jr. PS No. 5667 in March 25, 2005. (File No. 1693-SUR, Job No. 169308)  
 7.) Survey of a 0.1544 Acre Parcel as surveyed by Benhardt Wayne Buser, Jr. PS No. 5801 in August 27, 2001.  
 8.) Survey of a 0.1772 Acre Parcel as surveyed by Rudy O. Hartung, PS No. 8164 in April 30, 2004.  
 9.) Survey of a 0.0212 Acre Parcel as surveyed by Rudy O. Hartung, PS No. 8164 in February 20, 2004.  
 10.) Jackson Street Parking Lot Green Infrastructure plans performed by Environmental Design Group in October of 2016.

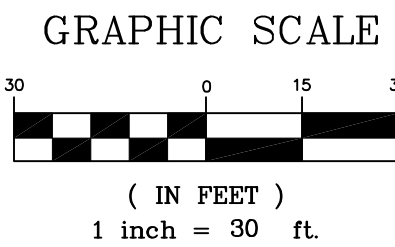
BASIS OF BEARINGS

The centerline of West Water Street as North 64°23'00" East as shown on the Lot Combination 0.3254 Acres as surveyed by John Hancock, PS No. 6918 in August 16, 2010. (File No. 1693-SUR, Job No. 169308)



Signature: [Signature]  
 August 2, 2019  
 Edward B. Dudley, III Date  
 P.S. No. 6747

Note: ● Denotes 5/8"x30" iron pins set and capped "Riverstone Company-PS6747-PS8646"



RIVERSTONE  
 LAND SURVEYING - ENGINEERING - DESIGN  
 3800 LAKESIDE AVENUE - SUITE 100  
 CLEVELAND - OHIO - 44114  
 PHONE: (216) 491-2000 FAX: (216) 491-9640  
 WWW.RIVERSTONESURVEY.COM

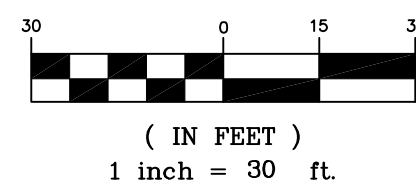


ALTA / NSPS  
LAND TITLE SURVEY  
OF  
134 JACKSON STREET  
(EXISTING CONDITIONS  
AND  
SCHEDULE B, ITEM II  
EXCEPTIONS  
AND UTILITIES)

POSSIBLE ENCROACHMENTS

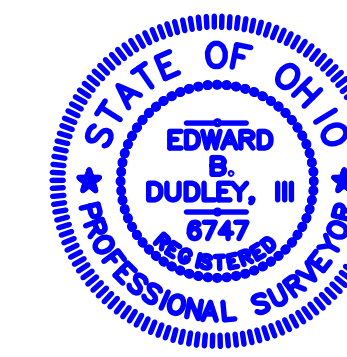
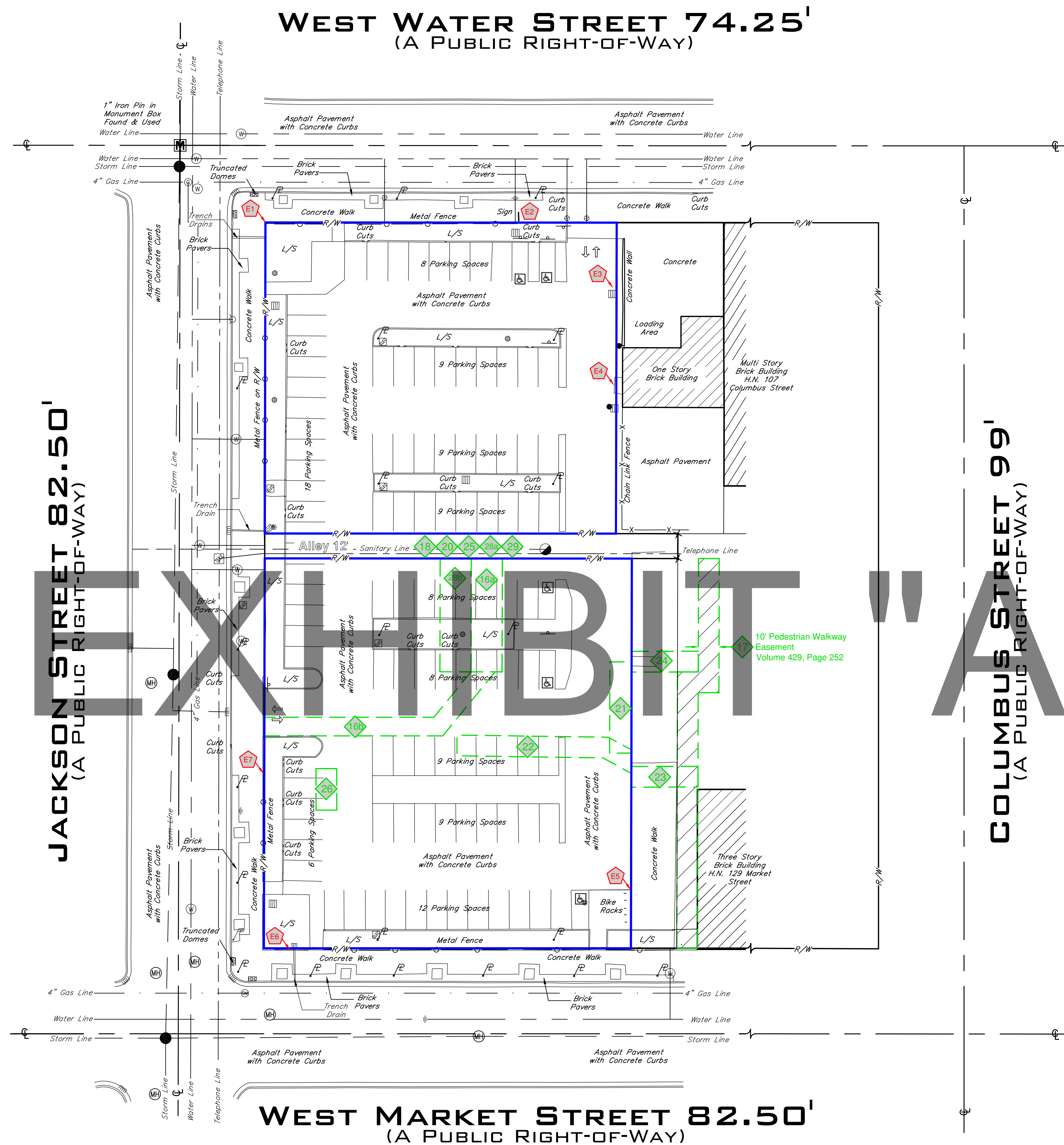
- E1 Concrete walk extends into subject property by ±0.6 feet.  
E2 Subject's sign is within the right of way of West Water Street by ±5.1 feet.  
E3 Subject's asphalt pavement extends on to adjacent property by ±3.0 feet.  
E4 Adjacent concrete extends on to subject property by ±1.1 feet.  
E5 Subject's asphalt pavement extends on to adjacent property by ±0.3 feet.  
E6 Subject's metal fence extends into the right of way of West Market Street by ±0.6 feet to 0.8 feet.  
E7 Subject's metal fence extends into the right of way of Jackson Street by ±0.5 feet.

GRAPHIC SCALE



LEGEND

	Monument Box Found		Spot Elevation Tag
	Iron Pin Found		Hydrant
	Iron Pipe Found		Stand Pipe
	5/8"x30" Iron Pin Set		Water Service Valve
	Drill Hole Set / Found		Water Line Valve
	Mag. Nail Set / Found		Water Meter
	Gas Meter		Water Manhole
	Gas Valve / Shut Off		Sanitary Manhole
	Utility Pole		Clean Out
	Light Pole		Unknown Manhole
	Traffic Pole		Storm Manhole
	Ground Light		Catch Basin
	Guy Anchor & Line		Yard Basin
	Flag Pole		Curb Inlet
	Electric Meter		Trench Drain
	Electric Manhole		Traffic Flow/Access
	Electric Box		Sign Post
	Transformer		Ballard
	Air Conditioning Unit		Handicap Parking
	Telephone Box / Manhole		Benchmark
	Cable Box / Manhole		Monitoring Well
	Traffic Control Box		Centerline
	Tree		Property Line
	Encroachments		Easement No.
	Violations		
<b>Parcel / Sublot Line</b>			
<b>Original Parcel / Sublot Line</b>			
<b>Original Lot / Section Line</b>			
<b>Centerline</b>			
<b>Subject Property Line</b>			
<b>Right-of-way Line</b>			
<b>Easement Line</b>			
<b>Waterline</b>			
<b>Gas Line</b>			
<b>Overhead Utility Line</b>			
<b>Electric Line</b>			
<b>Sanitary Sewer</b>			
<b>Storm Sewer</b>			
<b>Telephone</b>			
<b>Railroad Tracks</b>			
<b>Chain Link Fence</b>			
<b>Ornamental Fence</b>			
<b>Split Rail Fence</b>			
<b>Vinyl Fence</b>			
<b>Wood Fence</b>			
<b>Guardrail</b>			
<b>Tree or Brush Line</b>			
<b>A</b> Arc Length			
<b>Adj.</b> Adjacent			
<b>Asph.</b> Asphalt Pavement			
<b>B.F.</b> Basement Floor			
<b>B.N.</b> Building Number			
<b>Bldg.</b> Building			
<b>B/W</b> Bottom of Wall			
<b>C.C.M.R.</b> Cuyahoga County Map			
<b>Records</b> Records			
<b>C.L.F.</b> Chain Link Fence			
<b>Calc./C.</b> Calculated			
<b>CB</b> Catch Basin			
<b>Cl.</b> Class			
<b>CH</b> Chord			
<b>Cl.</b> Class			
<b>CMP</b> Corrugated Metal			
<b>Conc.</b> Concrete			
<b>Conn.</b> Connection			
<b>CPP</b> Corrugated Plastic			
<b>D.H.</b> Drill Hole			
<b>D.I.W.M.</b> Ductile Iron Water			
<b>D.V.</b> Dead Volume			
<b>Doc.</b> Document			
<b>E.</b> East			
<b>Ele.</b> Electric			
<b>Elev.</b> Elevation			
<b>Encr.</b> Encroachment			
<b>Ex.</b> Existing			
<b>F.F.</b> Finished Floor			
<b>G.F.</b> Garage Floor			
<b>Gor.</b> Garage			
<b>Gut</b> Gutter			
<b>H.N.</b> House Number			
<b>Inst.</b> Instrument			
<b>Inv.</b> Invert Elevation			
<b>L.C.A.</b> Limited Common Area			
<b>L.F.</b> Linear Feet			
<b>L/S</b> Landscape			
<b>Meas./M.</b> Measured			
<b>MH</b> Manhole			
<b>N.</b> North			
<b>N/A</b> Not Available			
<b>O.D.O.T.</b> Ohio Department of Transportation			
<b>O.U.P.S.</b> Ohio Utility Protection Service			
<b>O.L.</b> Original Lot			
<b>O.R.</b> Official Record			
<b>Obs.</b> Observed			
<b>Ord.</b> Ordinance			
<b>P.C.</b> Point of Curvature			
<b>P.O.B.</b> Place of Beginning			
<b>P.P.N.</b> Permanent Parcel Number			
<b>P.P.O.B.</b> Principal Place of Beginning			
<b>Pal.</b> Property Line			
<b>P/L</b> Proposed			
<b>Prop.</b> Proposed			
<b>PVC</b> Polyvinyl Chloride Pipe			
<b>R/W</b> Right-of-Way			
<b>RCP</b> Reinforced Concrete Pipe			
<b>Rec./R.</b> Record			
<b>Res.</b> Residence			
<b>S.</b> South			
<b>S/L</b> Sublot			
<b>San.</b> Sanitary			
<b>Sp.</b> Parking Spaces			
<b>Sq.Ft.</b> Square Feet			
<b>Sta.</b> Station			
<b>Stm.</b> Storm			
<b>Sty.</b> Story			
<b>T/Tele</b> Telephone			
<b>T.F.</b> Top of Footer			
<b>T/C</b> Top of Curb			
<b>TBM</b> Temporary Benchmark			
<b>TBR</b> To Be Removed			
<b>T/W</b> Top of Wall			
<b>Typ.</b> Typical			
<b>VCP</b> Vitrified Clay Pipe			
<b>V/Vol.</b> Volume			
<b>W.</b> West			

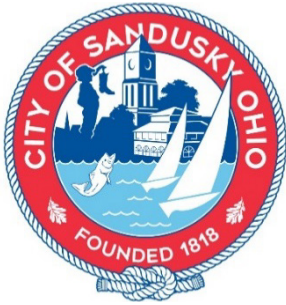


Edward B. Dudley, III  
P.S. No. 6747

August 2, 2019

Note: ● Denotes 5/8"x30" iron pins set and capped "Riverstone Company-PS6747-PS8646"

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## DEPARTMENT OF COMMUNITY DEVELOPMENT

240 Columbus Avenue  
Sandusky, Ohio 44870  
419.627.5832  
[www.cityofsandusky.com](http://www.cityofsandusky.com)

To: John Orzech, Interim City Manager  
From: Colleen Gilson, Interim Assistant City Manager/Interim Community Development Director  
Date: May 10, 2023  
Subject: Commission Agenda Item – ED Fund Grant Agreement – El Pino LLC, dba El Grand Patron Mexican Restaurant

**ITEM FOR CONSIDERATION:** Legislation approving a Grant Agreement with El Pino LLC, dba El Grand Patron Mexican Restaurant for the purposes of furthering economic development and commercial revitalization efforts in the City.

**BACKGROUND INFORMATION:** Gustavo Enriquez has been operating El Grand Patron Mexican Restaurant since 2013 and purchased the building in 2021. After purchase, Enriquez made improvements to the interior of the facility. The restaurant is located at 1007 West Perkins Avenue. Enriquez prides himself on being a family operated business, catering to residents and visitors of the area, to enjoy the food and culture of Mexico. He currently employs 12 people with an annual payroll approaching \$200,000.

Late last year, Enriquez began planning for additional, necessary improvements including parking lot paving, installation of new walkways, exterior lighting, and a new HVAC system. Total project costs are \$140,671.

A grant in the amount of \$15,000 was recommended for approval by the Economic Development Incentive Committee at its meeting on May 9, 2023.

**BUDGETARY INFORMATION:** The City will be responsible for providing \$15,000 in grant proceeds from the Economic Development Capital Projects Fund on a reimbursement basis.

**Action Requested:** It is requested that the proper legislation be prepared to allow the City to enter into a Grant Agreement with El Pino LLC, dba El Grand Patron Mexican Restaurant. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter to ensure timely completion of the project.

I concur with this recommendation:

---

John Orzech  
Interim City Manager

---

Colleen Gilson  
Interim Asst. City Manager  
Interim Community Development Director

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

## CERTIFICATE OF FUNDS

In the Matter of: El Grand Patron- Economic Development Grant

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

Account #431-4070-53000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 5/10/2023

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

**AN ORDINANCE AUTHORIZING AND APPROVING A GRANT IN THE AMOUNT OF \$15,000.00 THROUGH THE ECONOMIC DEVELOPMENT FUND PROGRAM TO EL PINO LLC, D.B.A. EL GRAND PATRON MEXICAN RESTAURANT, IN RELATION TO THE PROPERTY LOCATED AT 1007 WEST PERKINS AVENUE, SANDUSKY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, Gustavo Enriquez has been operating El Grand Patron Mexican Restaurant, located at 1007 W. Perkins Avenue since 2013 and after purchasing the building in 2021, made improvements to the interior of the facility; and

**WHEREAS**, El Grand Patron Mexican Restaurant is a family operated business, catering to residents and visitors of the area to enjoy the food and culture of Mexico, and currently employs twelve (12) people with an annual payroll approaching \$200,00.00; and

**WHEREAS**, Gustavo Enriquez plans to make additional, necessary improvements including parking lot paving, installation of new walkways, exterior lighting, and a new HVAC system totaling an estimated \$140,671.00; and

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

**WHEREAS**, the Economic Development Incentive Committee met on May 9, 2023, and is recommending to approve a grant to El Pino LLC, d.b.a. El Grand Patron Mexican Restaurant, in the amount of \$15,000.00 to assist with project costs for the purposes of furthering economic development and commercial revitalization efforts in the City; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately approve the Grant Agreement to ensure the timely completion of the project; and

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

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

Section 1. This City Commission authorizes and directs the City Manager to enter into a Grant Agreement with to El Pino LLC, d.b.a. El Grand Patron Mexican

Restaurant, for financial assistance through the Economic Development Fund Program for the purpose of furthering economic development, 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 grant funding to to El Pino LLC, d.b.a. El Grand Patron Mexican Restaurant, in an amount **not to exceed** Fifteen Thousand and 00/100 Dollars (\$15,000.00) from the Economic Development Capital Projects Fund of the City of Sandusky pursuant to and in accordance with the terms of the Grant Agreement.

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

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

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

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

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



## GRANT AGREEMENT

THIS GRANT AGREEMENT (the "**Agreement**") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023 (the "**Effective Date**"), by and between the CITY OF SANDUSKY, OHIO, an Ohio municipal corporation, and El Pino, LLC dba El Grand Patron Mexican Restaurant, an Ohio Limited Liability Company (the "**Company**"). The City and the Company are collectively referred to herein as the "**Parties**".

### WITNESSETH:

WHEREAS, pursuant to Ordinance No. [] passed by the City Commission of the City of Sandusky, Ohio (the "**City Commission**") on May 22, 2023 (the "**Approval**"), the City determined that it is in the best interest of the citizens of the City, in order to encourage economic development and employment within the City, to grant funds to financially support the project more particularly described on **EXHIBIT A** attached hereto and incorporated herein by reference (the "**Project**") at 1007 West Perkins, Sandusky, Ohio 44870 (the "**Property**"); and,

WHEREAS, the Company has been operating El Grand Patron Mexican Restaurant since 2013; and,

WHEREAS, the Project will include building improvements at the Property that consist of paving the parking lot, installation of new walkways, exterior lighting, and a new HVAC system; and,

WHEREAS, the Project will help retain the 12 current employees with an annual payroll of approximately \$200,000; and,

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

WHEREAS, as authorized in Article VIII, Section 13 of the Ohio Constitution and in accordance with the guidelines established under the Policy, the City has offered to provide the Company a grant to encourage economic development and employment within the City; and,

WHEREAS, the Company acknowledges the City's commitment to provide financial assistance through this grant and has agreed to enter into this Agreement, which sets forth the Company's obligations concerning the use of the grant proceeds; and,

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

NOW THEREFORE, the Parties covenant, agree and obligate themselves as follows:

Section 1. Terms of the Grant. The City shall grant to the Company funds in the amount of Fifteen Thousand Dollars (\$15,000) (the “**Grant**”) for use by the Company exclusively for the Project. The grant shall be disbursed in one lump sum upon the completion of the Project. This City Grant shall be disbursed from the 2023 Economic Development Capital Projects Fund (the “Fund”). This City Grant will not increase if the applicant chooses to make additional improvements not contemplated in the grant application. The City reserves the right to make adjustments to the awarded grant amount, if recommended by the Economic Development Incentive Committee, for substantive changes to the project scope only. Construction must be done in accordance with and to the reasonable satisfaction of the City, which includes, but is not limited to, compliance with all Planning, Zoning and Building code regulations, and other applicable codes and regulations of the City, including obtaining permits. Furthermore, the Company agrees to display a sign during construction and for at least one (1) year upon completion of the Project noting the City’s support.

The Company shall notify the City promptly following the completion of the Project consistent with this Section and provide the City with any documents it reasonably requests related to Project costs and construction. The City shall then promptly review those documents and inspect the site and let the Company know if it has satisfied the conditions set forth in this Section and, if not, describe what is found to be deficient. In order to receive the City Grant, the Project will need to be completed by December 31, 2023. This date may be extended at the discretion of the City Manager.

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

Section 2. Use of Funds. The Company will use the Grant to complete the Project. The Company shall use the Grant solely in connection with eligible expenses incurred under the Project. By accepting the Grant herein provided, the Company agrees to meet the terms of this Grant Agreement. All improvements to the Premises must be made in accordance with any approvals for the Project and permits and inspections as may be required by the City.

Section 3. City's Obligation to Make Payments Not Debt. Notwithstanding anything to the contrary herein, the obligations of the City pursuant to this Agreement are not a general obligation debt or bonded indebtedness, or a pledge of the general credit or taxes levied by the City, and the Company has no right to have excises or taxes levied by the City, the State or any other political subdivision of the State for the performance of any obligations of the City herein. Further, the obligation of the City to make the payments pursuant to this Agreement are in accordance with the City Commission’s approval and subject to certification by the Director of Finance of the City as to the availability of such revenues.

Section 4. Events of Default. At any time during the Term of this Agreement, and solely at the discretion of the City, should the City determine the Company is not in compliance with the terms of the Grant set forth herein, then the City shall provide Notice of Default to the Company pursuant to Section 5 demanding strict compliance therewith. If the Company fails to take

necessary action during the notice period herein to remain in compliance, then the City shall immediately seek any legal or equitable remedy to which it is entitled including the repayment of any Grant amount.

Section 5. Notice of Default. Pursuant to Section 4, should the City determine that the Company is not in compliance with the terms of the Grant, then the City shall provide written notice to the Company, addressed to and sent via the notice provisions of Section 7 below (the “**Notice of Default**”). The Notice of Default shall state clearly the reason(s) for which the City determines the Company to be out of compliance. The Company shall have ten (10) days from the date it received the Notice of Default to cure or otherwise take the necessary corrective action to remain in compliance with the terms of the Grant under this Agreement.

Section 6. Indemnification of the City. The Company shall indemnify, defend, and hold harmless the City from and against all claims, losses, liabilities, damages, costs, and expenses, including reasonable attorneys’ fees, costs and expenses, arising from the City’s remittance of funds under the Grant.

Section 7. Miscellaneous.

(a) Notices. Except as otherwise specifically set forth in this Agreement, all notices, demands, requests, consents or approvals given, required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given if actually received or if hand-delivered or sent by a recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other party at the address set forth in this Agreement or any addendum to this Agreement, or to such other address as the recipient shall have previously notified the sender of in writing, and shall be deemed received upon actual receipt, unless sent by certified mail, in which event such notice shall be deemed to have been received when the return receipt is signed or refused. For purposes of this agreement, Notices shall be addressed to:

(i) If to the City:

City Manager  
Attn: Director of Community Development  
City of Sandusky, Ohio  
240 Columbus Avenue  
Sandusky, OH 44870

(ii) If to the Company:

Gustavo Enriquez  
El Pino LLC  
1007 West Perkins Avenue  
Sandusky, Ohio 44870

The Parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

(b) Extent of Provisions: Personal Liability. All rights, remedies, representations, warranties, covenants, agreements and obligations of the City under this Agreement shall be effective to the extent authorized and permitted by applicable law. No representation, warranty, covenant, agreement, obligation, or stipulation contained in this Agreement shall be deemed to constitute a representation, warranty, covenant, agreement, obligation or stipulation of any present or future director, member, officer, agent or employee of the City. No official executing or approving the City's participation in this Agreement shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the issuance thereof.

(c) Successors. This Agreement shall be neither binding upon nor inure to the benefit of the Company's successors and assigns unless with the prior written consent of the City.

(d) Assignment or Transfer. This Agreement shall not be assigned or transferred without the express written consent of the City.

(e) Amendments. This Agreement may only be amended by a written instrument executed by both Parties.

(f) Authority to Sign. The Company and City both represent that this Agreement has been approved by formal action of the duly authorized representatives of both Parties.

(g) Executed Counterparts. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same agreement. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts.

(h) Severability. In case any section or provision of this Agreement, or any covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, or any application thereof, is held to be illegal or invalid for any reason:

(i) that illegality or invalidity shall not affect the remainder hereof or thereof, any other section or provision hereof, or any other covenant, agreement, obligation or action, or part thereof, made, assumed, entered into, or taken, all of which shall be construed and enforced as if the illegal or invalid portion were not contained herein or therein;

(ii) the illegality or invalidity of any application hereof or thereof shall not affect any legal and valid application hereof or thereof; and

(iii) each section, provision, covenant, agreement, obligation or action, or part thereof shall be deemed to be effective, operative, made, assumed, entered into or taken in the manner and to the fullest extent permitted by law.

(i) Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of the Agreement.

(j) Governing Law and Choice of Forum. This Agreement shall be governed by and constructed in accordance with the laws of the State of Ohio or applicable federal law. All claims, counterclaims, disputes and other matters in question between the City, its agents and employees, and the Company, its employees and agents, arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within Erie County, Ohio.

(k) Further Assurances. The Company shall, upon request of the City, duly execute and deliver to the City such further instruments, and do and cause to be done such further acts, as may be necessary or proper in the opinion of the City to carry out the provisions and purposes of this Agreement.

# EXHIBIT "1"

[Signature Page Follows.]

IN WITNESS WHEREOF, the City and the Company have caused this Agreement to be executed in their respective names by their duly authorized representatives, all as of the Effective Date.

El Pino, LLC  
an Ohio Limited Liability Company

By \_\_\_\_\_  
[ ], Member

CITY OF SANDUSKY, OHIO

By: \_\_\_\_\_  
John Orzech, Interim City Manager

EXHIBIT "A"

Approved as to Form:

By: \_\_\_\_\_  
Brendan Heil, Law Director

SANDUSKY ECONOMIC DEVELOPMENT FUND

APPLICATION

Applicant / Borrower Company:

GUSTAVO ENRIQUEZ

(Applicant Name)

SOLE MEMBER, OWNER, OPERATOR

(Title)

El Pino LLC, DBA El Grand Patron Mexican Restaurant

(Company Name – if different than Applicant Name)

1007 WEST PERKINS AVE

(Street Address)

(Suite, Apt, etc.)

SANDUSKY, OHIO 44870

(City, State, Zip)

419-706-9729

(Phone Number)

G.ENRIQUEZ31@ICLOUD.COM

(Email)

05-0577068

(Federal Tax ID or last 4 of SSN)

Exhibit  
"A"



Existing Business Information:

Type of Business: ☐ Commercial ☐ Retail ☐ Service

☐ Other RESTAURANT

Legal Structure: SINGLE MEMBER LIMITED LIABILITY COMPANY

Primary Product or Service: MEXICAN RESTAURANT/ FOOD SERVICE

Date Established: 2010

NAICS-SIC Code: 722511-FULL SERVICE RESTAURANT

Website (if applicable): WWW.ELGRANDPATRON.COM

Principal Officers / Owners:

Name / Title: GUSTAVO ENRIQUEZ

Email: G.ENRIQUEZ31@ICOLUD.COM

Phone: 419-706-9729

SSN (last 4): 3456

% Ownership: 100%

Name / Title: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

SSN (last 4): \_\_\_\_\_

% Ownership: \_\_\_\_\_

Name / Title: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

SSN (last 4): \_\_\_\_\_

% Ownership: \_\_\_\_\_

Name / Title: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

SSN (last 4): \_\_\_\_\_

% Ownership: \_\_\_\_\_



**Location of Proposed Project:**

1007 WEST PERKINS AVE

(Address)

SANDUSKY, OHIO

(City, State, Zip)

ERIE

(County)

If a relocation, indicate from where \_\_\_\_\_

**Project Type:**

☒ Renovation

☐ Expansion

☐ Start-Up/New Construction

**Applicant / Business Background Information:**

Please provide a brief summary about your background and experience. Please also provide historical information regarding the building or property at which the business will operate, including but not limited to the most recent building use (attach additional page if necessary).

MY FAMILY AND I MOVED TO OHIO TWENTY YEARS AGO TO FIND BETTER JOB  
OPPORTUNITIES. I HAVE BEEN RUNNING THE BUSINESS SINCE 2013 AND JUST  
RECENTLY PURCHASED THE PROPERTY. I OPERATED THE BUSINESS AT THE  
CURRENT LOCATION FOR SEVERAL YEARS UNDER A LEASE FROM THE  
PREVIOUS OWNER. THE LANDLORD REFUSED TO INVEST ANY MONEY INTO  
THE PROPERTY AND I INVESTED THOUSANDS OF DOLLARS INTO REAL ESTATE  
I DID NOT OWN AT THE TIME. I DID THIS TO KEEP THE BUSINESS RUNNING AND  
CONTINUE TO SERVE THE SANDUSKY COMMUNITY. THE BUILDING HAS SOME  
ISSUES, ESPECIALLY THE PARKING LOT, HVAC AND AIR CONDITIONING UNITS

CONCRETE, AND LIGHTING IN THE PARKING LOT. THE A/C HAS ALWAYS HAD  
ISSUES AND I HAVE CONSISTENTLY PUT OPERATING FUNDS INTO REPAIRS. THE  
PARKING LOT HAS BECOME DANGEROUS TO CUSTOMERS. THERE ARE POT HOLES  
THROUGHOUT THE PARKING AREA. THE ELECTRICAL LIGHT POLES ARE CLOSE TO  
FALLING DOWN. I AM WORRIED ABOUT THE SAFETY NOT ONLY OF CUSTOMERS  
BUT ALSO SANDUSKY CITIZENS WALKING THROUGH THE AREA. THE SIDEWALKS  
ARE IN DISREPAIR AND NEED TO BE FIXED. I HAVE PUT OPERATING FUNDS INTO  
REPAIRS IN THE KITCHEN, INSIDE THE BUILDING AND IN THE BACK BUILDING.  
AS A FAMILY BUSINESS WE WANT OUR CUSTOMERS, CITIZENS OF SANDUSKY,  
TO FEEL SAFE WHEN THEY ENTER THE RESTAURANT AND ARE IN THE PARKING  
LOT. WE TREAT OUR CUSTOMERS LIKE FAMILY AND TRY OUR BEST TO MAKE  
THEM FEEL WELCOME. THE BUSINESS IS THE FUTURE OF MY FAMILY AND  
EMPLOYEES. MY CHILDREN ALREADY WORK IN THE BUSINESS AND WE WANT TO  
REMAIN AT THIS LOCATION LONG INTO THE FUTURE. THE PROPERTY IS WELL  
LOCATED IN THE CITY DUE TO NEARBY BUSINESSES AND SANDUSKY FOOTBALL  
STADIUM AND SCHOOL. I ASSURE YOU MY FAMILY AND I ARE GOOD PEOPLE AND  
HAVE GOOD INTENTIONS FOR THIS PROJECT AND WANT TO BE PART OF THE  
LONG TERM SUCCESS OF THE CITY OF SANDUSKY

6 cm 14



**Project Description:**

Please provide a brief description of the project to be undertaken for which City assistance is being sought. For existing businesses, please specifically describe the business expansion associated with the project. For new businesses, describe the scope of the project (attach additional page if necessary).

THE MAIN PROJECT WILL BE RENOVATIONS TO THE EXISTING BUILDING INCLUDING BUT NOT LIMITED TO: PARKING LOT: RESURFACING INCLUDING FILLING IN LARGE EXISTING HOLES, NEW ELECTRICAL LIGHT POLES TO MAKE PARKING LOT SAFER, INSTALLATION OF AIR CONDITIONING UNITS, REPAIR SIDEWALKS, RENOVATIONS TO BACK BUILDING, RENOVATIONS AND UPGRADES TO EXISTING BATHROOMS, NEW FLOORING IN KITCHEN, NEW SHED FOR STORAGE, REBUILD FENCING AROUND THE BUILDING AND DUMPSTER TO INSURE SAFETY OF CUSTOMERS OF CITIZENS WALKING THROUGH THE PARKING LOT.

**Business/Personal References:**

Name / Title: DENNIS GUERRA, SR. VICE PRESIDENT CIVISTA BANK

Email: DJGUERRA@CIVISTA.BANK

Phone: 419-628-4611

Relationship: BANKER

Name / Title: JULIE HANEY

Email: haneyco41995@gmail.com

Phone: 440-324-36--

Relationship: AACOUNTANT

Name / Title: JENNIFER HUNTSBERRY

Email: JENNIFER.HUNTSBERRY@GFS.COM

Phone: 248-782-5891

Relationship: FOOD SUPPLIER GORDON FOOD SERVICE

Project Source & Use Of Funds:

Break out total project costs by use of funds and allocate each use cost by source (attach additional page if necessary) (total of B+C+D should = A).

(A) Total Project Cost (itemize below): \$826,00

	Provider		
Real Estate Purchase			\$650,000
Outside Electrical	CT Electrical		\$19,750
Air Conditioning Units	Bay Area Heating		\$49,850
Parking Lot Resurfacing	Erie Blacktop Inc		\$41,700
Concrete/Curbs/Sidewalk Repair	Thom Concrete		\$29,500
Back Building Renovations	Various		\$21,500
Interior Flooring/Painting/Tile	Various		\$13,700
Total Renovation Costs:			<b>\$826,000</b>

(B) Owner Equity (dollars and source):

APPLICANT PAID \$130,000 TO PURCHASE BUILDING AND HAS PAID \$35,200 TO DATE INTO THE PROPOSED PROJECT.

(C) Private Lending (dollars, source, and terms):

CIVISTA BANK ISSUED A LOAN IN THE AMOUNT OF \$520,000 WHEN THE BUILDING WAS PURCHASED.

(D) Request for City Assistance (dollars and type):

TOTAL PROJECT COST IS \$826,000. I AM ASKING FOR THE CITY TO CONTRIBUTE \$100,000, OR 12% OF THE TOTAL PROJECT COST.



**Project Timeline:**

Please outline the project timeline. Please include expected completion dates for items including but not limited to obtaining site control, obtaining financing, and construction.

StartCompleteN/ASite ControlCURRENTLY OWN THE PROPERTYFinancingFINANCING FOR RENOVATION PROJECT BY APRIL 1, 2023ConstructionAT GRANT APPROVAL, APRIL 1, 2023- 60 DAYS TO COMPLETEOther**Project Impact and Employment:**

	Current Year	Year One 2022	Year Two 2021	Year Three 2020
Annual Sales Revenue			\$777,938	\$593,213
Annual Payroll			\$186,279	\$113,975
Current Employment (FTE)			12	10
Average Pay Per Employee			\$15,500 + TIPS	\$15,000 + TIPS

Project Concept: Use the space below to address the following:

- How does the proposed project relate to a strategic approach to revitalization of the surrounding area?
- Will the project contribute to a change in the market dynamics, economic status, physical appearance or perception of the area?
- Does the project address specific area needs or missing services?

THE SIDEWALK AND PARKING LOT ARE SIMPLY UNSAFE FOR CUSTOMERS AND THE CITIZENS OF SANDUSKY THAT WALK THROUGH THE PARKING LOT OR ON THE SIDEWALKS, TO A SANDUSKY HIGH SCHOOL FOOTBALL GAME OR THE SURROUNDING BUSINESSES. WE ARE LOCATED IN A HIGH TRAFFIC AREA AND HAVE A LOT OF PEOPLE THAT USE THE PARKING LOT. WE ARE THE ONLY RESTAURANT IN SANDUSKY THE PREPARES AND SERVES AUTHENTIC MEXICAN FOOD. A NEW SAFE AND WELL LIT PARKING LOT AND SIDEWALKS WILL CONTRIBUTE TO THE AESTHETICS AND PHYSICAL APPEARANCE OF THE AREA. SAFER WALKWAYS WOULD ATTRACT MORE PATRONS TO THE BUSINESS AND TO THE SURROUNDING AREA. THIS WOULD INCREASE REVENUE, LEAD TO HIRING MORE EMPLOYEES AND STAFF AND ESSENTIALLY ADD TO THE INCOME TAX REVENUE OF THE CITY. ADDITIONALLY IT WOULD INCREASE SAFE AND WELL LIT PARKING FOR OVERFLOW FANS OF SANDUSKY FOOTBALL GAMES AND RECENTLY HELD PLAYOFF GAMES AT STROBEL FIELD, IN ADDITION TO HIGH SCHOOL GRADUATIONS, LOCAL YOUTH TRACK MEETS AND OTHER EVENTS HELD AT THE STADIUM. IT WILL ALSO BE MORE PRESENTABLE AND BETTER LOOKING FOR THE NEIGHBORING BUSINESSES, INCLUDING THE LARGE FACTORY ACROSS THE STREET THAT IS IN THE PROCESS OF BEING SOLD.





Attachments:

The following should be submitted with your ED Application:

- ☐ Business plan (if applicable)
- ☐ Three years of historical financial statements (if applicable)
- ☐ Three years of projected financial statements (if applicable)
- ☐ Sources of financing including evidence of private funds and matching funds (if possible)
- ☐ Third party cost estimates, **INCLUDING RENDERINGS** (if applicable)
- ☐ Lease agreement, purchase agreement, or proof of ownership/site control

Attestation of Financial Condition

Do you or your business have any of the following:

	YES	NO
Outstanding collections		XX
Judgement liens		XX
Other court judgements		XX
Delinquent taxes		XX
Delinquent loans		XX
Other tax liens		XX
Previous bankruptcy		XX
If yes to bankruptcy, has it been fully discharged?		XX
Real estate that is tax delinquent		XX
Code violations		XX
Non-registered rental units		XX
Real estate that is in foreclosure		XX



Submission Acknowledgment

The undersigned certifies that he/she is authorized to complete, sign and submit this application on behalf of the applicant/owner. Further, the undersigned certifies that the information contained in this application has been reviewed by him/her and that all information, including exhibits, are, to the best of his/her knowledge, complete and accurate and presents fairly the condition of the applicant and project accurately. Intentionally falsifying information in this document constitutes a criminal offense. The undersigned hereby authorizes the City of Sandusky to investigate the credit worthiness and of the undersigned, and/or applicant. The undersigned understands that information submitted to the City of Sandusky as part of this application may be considered a public record. The undersigned also agrees to display signage showing City support on their property for up to one (1) year after project completion.

The undersigned understands that additional information may be required to finalize the approval process, and that, if the project is funded, Economic Development funds cannot pay for projects completed before grant approval and notice of award. The undersigned also understands that the submission of the application for financial assistance does not automatically constitute approval.

The undersigned understands that if the business or enterprise receiving grant funding moves or relocates to a different location outside of the municipal boundaries of Sandusky within three (3) years from the effective date of the grant agreement, that the grant funding will be rescinded in its entirety and the undersigned waives any right or claim to the awarded funding. This provision does not include businesses or enterprises that cease operations and close or that open up additional locations outside of the municipal boundaries of Sandusky while maintaining their funded location within the Sandusky city limits.

☐ By checking this box, I acknowledge that I have read, understand, and agree to the policies and procedures outlined in this document. I further agree to be interviewed, photographed and/or have my business photographed for Economic Development marketing purposes. If you have questions, please contact the Department of Community Development.

Company Name: EL PINO LTD DBA EL GRAND PATRON

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

(Print or type name and title)

GUSTANO ENRIQUEZ, MEMBER

\_\_\_\_\_

(Signature)

(Date)



**May 9, 2023**

**Economic Development Incentive Committee Summary**

**El Pino LLC, DBA El Grand Patron Mexican Restaurant**

**Applicant:** Gustavo Enriquez  
1007 West Perkins Avenue  
Sandusky, Ohio 44870

**Principal Owners:** Gustavo Enriquez, Owner/Operator/Sole Member

**Recommendation:** \$15,000.00 Economic Development Fund grant to be approved by the Economic Development Incentive Committee on the condition that the applicant obtain all relevant permits and display a sign evidencing City of Sandusky support for one year after project completion. The project improvements shall be completed by December 31, 2023

**Project Description**

Gustavo Enriquez has been operating El Grand Patron Mexican Restaurant since 2013. For years, Enriquez faithfully paid the previous owner of the facility rent payments and consistently requested repairs and upgrades to the facility without response/investment from/by the landlord. After years of leasing the space, Enriquez purchased the building in 2021 for \$650,000 and began to slowly make interior improvements (flooring, tiles, kitchen upgrades and painting) to make the dining experience better for his customers. The building purchase was financing by Civista Bank.

El Grand Patron is located at 1007 West Perkins. It is adjacent to Sandusky High School football stadium and nearby the SCS school complex. Enriquez prides himself on being a restaurant that serves the community and welcomes families and patrons to celebrate wins, birthdays, anniversaries, first dates or any occasion where seekers are searching for excellent food made by his own family. Enriquez's children, spouse and sister work at El Grand Patron.

Late last year, Enriquez began planning for additional larger, more expensive, and necessary improvements to the facility. His plan is to resurface the parking lot, install new walkways and lighting around the facility and a new HVAC system. Thus far, Enriquez has made all repairs completed at time of purchase and down payments for these upcoming enhancements from operating capital. Additional support from the City of Sandusky would reduce the burden on Enriquez.

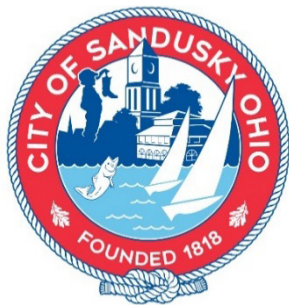
Enriquez is committed to Sandusky. He was recently approached about moving his business to a nearby location on Perkins Avenue, within the neighboring township. Enriquez resisted the temptation, citing Sandusky is El Grand Patron's home. He currently employs 12 people with an annual payroll approaching \$200,000.

**Project Uses**

Electrical	\$ 19,750.00
HVAC	\$ 49,820.00
Lot Resurfacing	\$ 41,695.00
Concrete (curbs/sidewalks)	\$ 29,406.00
<b>Total</b>	<b>\$140,671.00</b>

**Project Sources**

Sandusky Economic Development Fund	\$ 15,000.00
Owner Investment	\$125,671.00
<b>Total</b>	<b>\$140,671.00</b>



## DEPARTMENT OF PUBLIC WORKS

240 Columbus Ave.  
Sandusky, Ohio 44870  
419.627.5829  
[www.cityofsandusky.com](http://www.cityofsandusky.com)

To: John Orzech, Interim City Manager

From: Joshua R. Snyder, P.E.

Date: May 9, 2022

Subject: **Commission Agenda Item – Permission to Bid the 2023 Community Development Block Grant (CDBG) Street Rehabilitation Project**

**ITEM FOR CONSIDERATION:** Requesting legislation authorizing the City to accept bids for the 2023 CDBG Street Rehabilitation Project.

**BACKGROUND INFORMATION:** Most of the complaints received by the Public Works Department are in regards to the condition of the streets. This project addresses 10 of the worst “qualifying” asphalt street sections in the City, based on staff observations and feedback, complaints received, other planned work and the independent TransMap survey data compiled in 2015. Staff has extrapolated this data to late 2022, only removing street segments that are planned for paving work in our Capital Plan and those which have already been paved since the completion of the study in late 2015. These 10 (up to 13 w/Alt. Bid) sections total at least 9 tenths of a mile of road.

Because of the poor condition of these segments, varying degrees of pavement work is necessary. In general, a thin asphalt overlay is to be utilized in the replacement of the surface of these segments. In particular, segments requiring more than just surface work will receive additional “milling” and possibly excavation to address structural problem areas in the pavement. According to City records, some these streets have not seen new pavement in over 29 years (W. Madison – Camp to Pearl in 1994; Decatur St. – Monore to Water in 1994).

Again, the priority list is not derived from a singular source, but rather from multiple sources and considerations, within the CDBG eligible streets.

**BUDGETARY INFORMATION:** The estimated cost of the project including engineering, inspection, advertising, construction, and miscellaneous costs, is \$264,839.61 paid solely with federal Community Development Block Grant (CDBG) Funds.

**ACTION REQUESTED:** It is recommended that the proper legislation be approved accepting bids for the 2023 CDBG Street Rehabilitation Project under suspension of the rules and in accordance with Section 14 of the City Charter in order to bid the project early as possible in the 2023 State Fiscal year which begins July 1<sup>st</sup>. Bidding the project early in the State Fiscal year will allow enough time for all work to be complete in the 2023 calendar year.

I concur with this recommendation:

---

J. Orzech, Interim City Manager

---

Aaron Klein, P.E., Director

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

Exhibit "A"

STREET	FROM	TO
BALTIMORE ST	CABLE ST	FINCH ST
DECATUR ST	W MONROE ST	W MADISON ST
DECATUR ST	W MADISON ST	W JEFFERSON ST
NEIL ST	COLUMBUS AVE	WAYNE ST
SCOTT ST	HANCOCK ST	FRANKLIN ST
W MADISON ST	MC DONOUGH ST	LAWRENCE ST
W MADISON ST	PEARL ST	CAMP ST
W MADISON ST	FULTON ST	DECATUR ST
W MADISON ST	DECATUR ST	JACKSON ST
W MADISON ST	JACKSON ST	COLUMBUS AVE
	10	0.9
	SEGMENTS	MILES

## CERTIFICATE OF FUNDS

In the Matter of: 2023 Street Resurfacing - CDBG

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

Account #241-4447-55990

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 5/9/2023

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

**A RESOLUTION DECLARING THE NECESSITY FOR THE CITY TO PROCEED WITH THE PROPOSED 2023 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) STREET REHABILITATION PROJECT; APPROVING THE SPECIFICATIONS AND ENGINEER'S ESTIMATE OF COST THEREOF; AND DIRECTING THE CITY MANAGER TO ADVERTISE FOR AND RECEIVE BIDS IN RELATION THERETO; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, TransMap performed a citywide pavement survey in 2015, which Staff updated through late 2022, only removing street segments that are planned for paving work in the Capital Plan and the segments that have been paved since the completion of the study; and

**WHEREAS**, the proposed 2023 Community Development Block Grant (CDBG) Rehabilitation Project involves the resurfacing of the ten (10) worst “qualifying” asphalt street segments in the City based upon Staff observations and feedback, complaints received, other planned work, and the updated TransMap survey and will provide resurfacing with a thin asphalt overlay of many of the worst asphalt street segments in the City, totaling at least 9 tenths of a mile of road, and depending on the condition of the street, the work may include milling and possibly excavation to address structural problems in the pavement; and

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

**WHEREAS**, the total estimated cost for this project including engineering, inspection, advertising, construction and miscellaneous expenses is \$264,839.61 which will be paid with Community Development Block Grant (CDBG) Funds; and

**WHEREAS**, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to award the project as early as possible in the 2023 State Fiscal year, which begins July 1<sup>st</sup>, to allow sufficient time for all the work to be completed in the 2023 calendar year; and

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

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

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

Commission, for the proposed 2023 Community Development Block Grant (CDBG) Street Rehabilitation Project, be and the same hereby are approved by this City Commission.

Section 2. This City Commission hereby declares it necessary to proceed with the proposed 2023 Community Development Block Grant (CDBG) Street Rehabilitation Project at the earliest possible time.

Section 3. The City Manager is authorized and directed to advertise for and to receive bids in relation to the proposed 2023 Community Development Block Grant (CDBG) Street Rehabilitation Project as required by law.

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

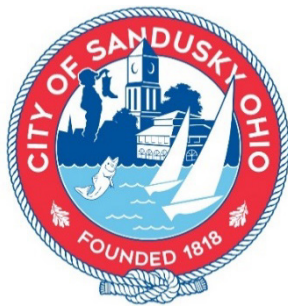
Section 5. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Resolution were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted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

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

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

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

Passed: May 22, 2023



## DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue  
Sandusky, Ohio 44870  
419.627.5829  
[www.cityofsandusky.com](http://www.cityofsandusky.com)

To: John Orzech, Interim City Manager

From: Megan Stookey, Project Manager

Date: May 8, 2023

**Subject: Commission Agenda Item – Award a Contract to JMJ Incorporated LTD, dba Hula Construction of Castalia, Ohio for the 2023 Sidewalk Repair & Replacement Project**

**ITEM FOR CONSIDERATION:** Legislation approving a contract with JMJ Incorporated LTD, dba Hula Construction of Castalia, Ohio for the 2023 Sidewalk Repair & Replacement Project.

**BACKGROUND INFORMATION:** Legislation was presented at the April 10, 2023, City Commission meeting requesting permission to proceed with the 2023 Sidewalk Repair & Replacement Project (Resolution 018-23R). The 2023 Sidewalk Repair & Replacement project includes over 8,184 square feet of sidewalk and a portion of walk along North Depot Street receiving storm drainage tie-in within the walk as there is heavy ponding from the roadway in the area, concrete work to be completed at Fire Station No. 7 and additional walkway being added within Shoreline Park.

The following bids were received Thursday, April 27, 2023 at a formal public bid opening:

The Kreimes Co. Inc. Sandusky, Ohio	Base Bid 100% Bond	\$196,795.09
D.L Smith Concrete, LLC Norwalk, Ohio	Base Bid 100% Bond	\$188,824.00
JMJ Incorporated, LTD dba Hula Construction Castalia, Ohio	Base Bid 100% Bond	\$153,628.70
Smith Paving Norwalk, Ohio	Base Bid 100% Bid Bond	\$199,966.25

The engineer's estimate for the base bid was \$189,235.75 and a completion date of August 30, 2023 has been set.

**BUDGETARY INFORMATION:** The contract shall not exceed \$153,628.70 which shall be paid with \$85,655.85 Capital Projects Funds (Issue 8 Infrastructure), \$20,655.75 American Rescue Act Funds and \$47,317.10 Capital Improvement Funds.



**ACTION REQUESTED:** It is recommended that proper legislation be prepared awarding a contract to JMJ Incorporated LTD, dba Hula Construction of Castalia, Ohio for the 2023 Sidewalk Repair & Replacement Project, be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter to allow execution of the contract and issuance of a notice to proceed immediately, so work can be completed prior to the completion date of August 30, 2023.

I concur with this recommendation:

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John Orzech  
Interim City Manager

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Aaron Klein  
Director

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

## CERTIFICATE OF FUNDS

In the Matter of: Hula Construction- Sidewalk Replacement

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

Account #431-6200-55990, 240-0000-55990, 430-7600-55990

By:



Michelle Reeder

Finance Director

Dated: 5/18/2023

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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH JMJ INCORPORATED LTD, D.B.A. HULA CONSTRUCTION OF CASTALIA, OHIO, FOR THE 2023 SIDEWALK REPAIR & REPLACEMENT PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the proposed 2023 Sidewalk Repair & Replacement Project consists of over 8,184 square feet of sidewalk repairs and a portion of walk along North Depot Street receiving storm drainage tie-in within the walkway as there is heavy ponding from the roadway; and

**WHEREAS**, this project will also include concrete work necessary at Fire Station #7 and additional walkway within Shoreline Park; and

**WHEREAS**, this City Commission declared the necessity for the City to proceed with the proposed 2023 Sidewalk Repair & Replacement Project by Resolution No. 018-23R, passed on April 10, 2023; and

**WHEREAS**, upon public competitive bidding as required by law four (4) appropriate bids were received and the bid from JMJ Incorporated, LTD d.b.a. Hula Construction of Castalia, Ohio, was determined to be the lowest and best bid; and

**WHEREAS**, the total construction cost of this project is \$153,628.70 of which \$85,655.85 will be paid with Capital Projects Funds (Issue 8 Infrastructure) \$20,655.75 will be paid with American Rescue Act Funds and the remaining balance of \$47,317.10 will be paid with Capital Improvement 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 execution of the contract and issuance of a notice to proceed immediately, so work can be completed prior to the completion date of August 30, 2023; and

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

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

Section 1. The City Manager is authorized and directed to enter into a contract with JMJ Incorporated LTD, d.b.a. Hula Construction of Castalia, Ohio, for the 2023 Sidewalk Repair & Replacement Project in an amount **not to exceed** One Hundred Fifty-Three Thousand Six Hundred Twenty-Eight and 70/100 Dollars

(\$153,628.70) consistent with the bid submitted by JMJ Incorporated LTD, d.b.a. Hula Construction of Castalia, Ohio, currently on file in the office of the Director of Public Works.

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

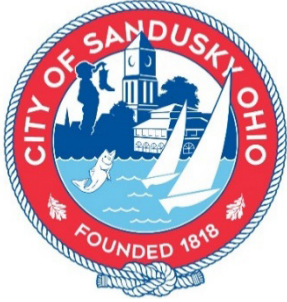
Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted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

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

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

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

Passed: May 22, 2023



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## DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue  
Sandusky, Ohio 44870  
419.627.5829  
[www.cityofsandusky.com](http://www.cityofsandusky.com)

To: John Orzech, Interim City Manager

From: Megan Stookey, Project Manager

Date: May 9, 2023

Subject: **Commission Agenda Item – Justice Center, Evidence Room Shelving**

**ITEM FOR CONSIDERATION:** Legislation approving the expenditure of funds to STS Offerings, Ltd., DBA Osupplies.com of Sandusky, Ohio, for the installation and purchase of new shelving units for the Evidence Room at the Justice Center facility.

**BACKGROUND INFORMATION:** The Justice Center project, which began with site selection in 2016 and construction contract award in 2022, consists of the renovation and reconstruction of the existing facility at 222 Meigs Street, Former City Hall, to a new Justice Center facility to house the Sandusky Police Department, Municipal Court and Prosecutor's Office.

On February 24, 2022, the City issued a request for qualifications to firms specializing in furniture space design/planning, furniture supply and installation. Proposals were due to the City on March 11, 2022. Three (3) proposals were received, evaluated and ranked by a section committee. The committee determined that O'Supplies was the most qualified and understanding of the needs and budget for the project. In addition, the City had previously worked with O'Supplies on the furnishing of furniture for the City Hall project and they delivered exceptional service.

Over the past year, staff has worked with O'Supplies to develop a comprehensive layout for the new work spaces, meeting the needs of staff and developing a cost effective scope of services. We are moving forward with the purchase of the Evidence Room shelving now, as construction is nearing its completion of Phase 1 in the next couple of months and we can start to set up the evidence room. This will allow for more time for staff to properly inventory and relocate evidence to the new location, in order to vacate the old location for reconstruction in Phase 2 in the Fall. We will return with companion legislation for the purchase of office furniture in June, 2023.

O'Supplies has provided the attached proposal and list of goods, ensuring ordering, delivery and installation of all listed items, as per the phasing plans of the building.

**BUDGETARY INFORMATION:** The cost for the purchase and installation of new shelving units for the Evidence Room at the Justice Center facility shall not exceed \$25,294.49 and be paid for using the Capital Projects Fund.

**ACTION REQUESTED:** It is recommended that proper legislation be prepared approving the expenditure of funds to STS Offerings, Ltd., DBA Osupplies.com of Sandusky, Ohio, for the purchase and installation of new shelving units for the Evidence Room at the Justice Center in an amount not to exceed \$25,294.49 be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter to ensure delivery and installation of the items prior to each phase completion, of which, Phase 1 is set to be ready for move in August, 2023.

I concur with this recommendation:

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John Orzech  
Interim City Manager



---

Aaron Klein  
Director

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

## "Bill of Materials"

Page 1 of 2

			189 E Market St				
			Sandusky, Ohio 44870				
			www.osupplies.com				
			Phone: 419-865-1000				
			Fax: 419-865-1002				
Customer Name:			City of Sandusky Justice Center				
Date:			5/3/2023		City:		
Attention:			Megan Stookey		State:		
Project Name:			Evidence Room		Zip Code:		
Project Number:			MJS-09-62		Installed By:	GDY	
Revision Number:***			MJS-05-03-23-02		Source:	Tennsco	
Qty	Mfg	Part #	Description	List	Extended List	Net	Net Total
36	TEN	EUR-72-TBD	Tennsco Color TBD 72" High Economy Z-Line Post	\$20.00	\$720.00	\$11.32	\$407.38
102	TEN	ZTP-72-TBD	Tennsco Color TBD 72" High Z-Line "T" Post	\$43.00	\$4,386.00	\$24.33	\$2,481.65
4	TEN	EUR-84-TRD	Tennsco Color TBD 84" High Economy Z-Line Post	\$24.00	\$96.00	\$13.58	\$54.32
11	TEN	PB-4212	Tennsco Particleboard Deck 42w x 12d	\$19.60	\$215.60	\$11.09	\$121.99
45	TEN	PB-2424	Tennsco Particleboard Deck 24w x 24d	\$31.00	\$1,395.00	\$17.54	\$789.31
255	TEN	PB-3624	Tennsco Particleboard Deck 36w x 24d	\$31.00	\$7,905.00	\$17.54	\$4,472.74
90	TEN	LRA-24-TBD	Tennsco Color TBD 24" Angle Beam	\$10.70	\$963.00	\$6.05	\$544.88
510	TEN	LRA-36-TBD	Tennsco Color TBD 36"AngBm w/Rvt for Frt-Bk Support	\$15.10	\$7,701.00	\$8.54	\$4,357.32
600	TEN	LRA-24-TBD	Tennsco Color TBD 24" Angle Beam	\$10.70	\$6,420.00	\$6.05	\$3,632.51
255	TEN	SDS-24-TBD	Tennsco Color TBD 24"Fr-Bk Rnfrmnt w/KyhleSlit	\$9.00	\$2,295.00	\$5.09	\$1,298.54
22	TEN	DRS-4211-TBD	Tennsco Color TBD Double Rivet Support 11ga- 42" L	\$16.90	\$371.80	\$9.56	\$210.37
22	TEN	DRS-1214-TBD	Tennsco Color TBD Rivet Support 14ga-12" L	\$5.10	\$112.20	\$2.89	\$63.48
1	FRT	FRIGHT	Inbound Freight			\$1,865.00	\$1,865.00
1	OSU	INSTALL	Includes Uncartoning, Removal Of Debris, And Set Up.			\$4,955.00	\$4,995.00
			Total				\$25,294.49
			LEAD TIME 30 DAYS				

5/9/2023

			<b>Terms - 50% deposit to start the order, Balance 15-Days After Delivery</b>	<b>"Bill of Materials"</b>				
				<b>Page 2 of 2</b>				
<b>NOTES: This quotation is only good for 30 days from the date. Installation (or delivery charges), Freight and Tax are not included unless otherwise specified. Prices are based on quantities quoted.</b>								

Sign

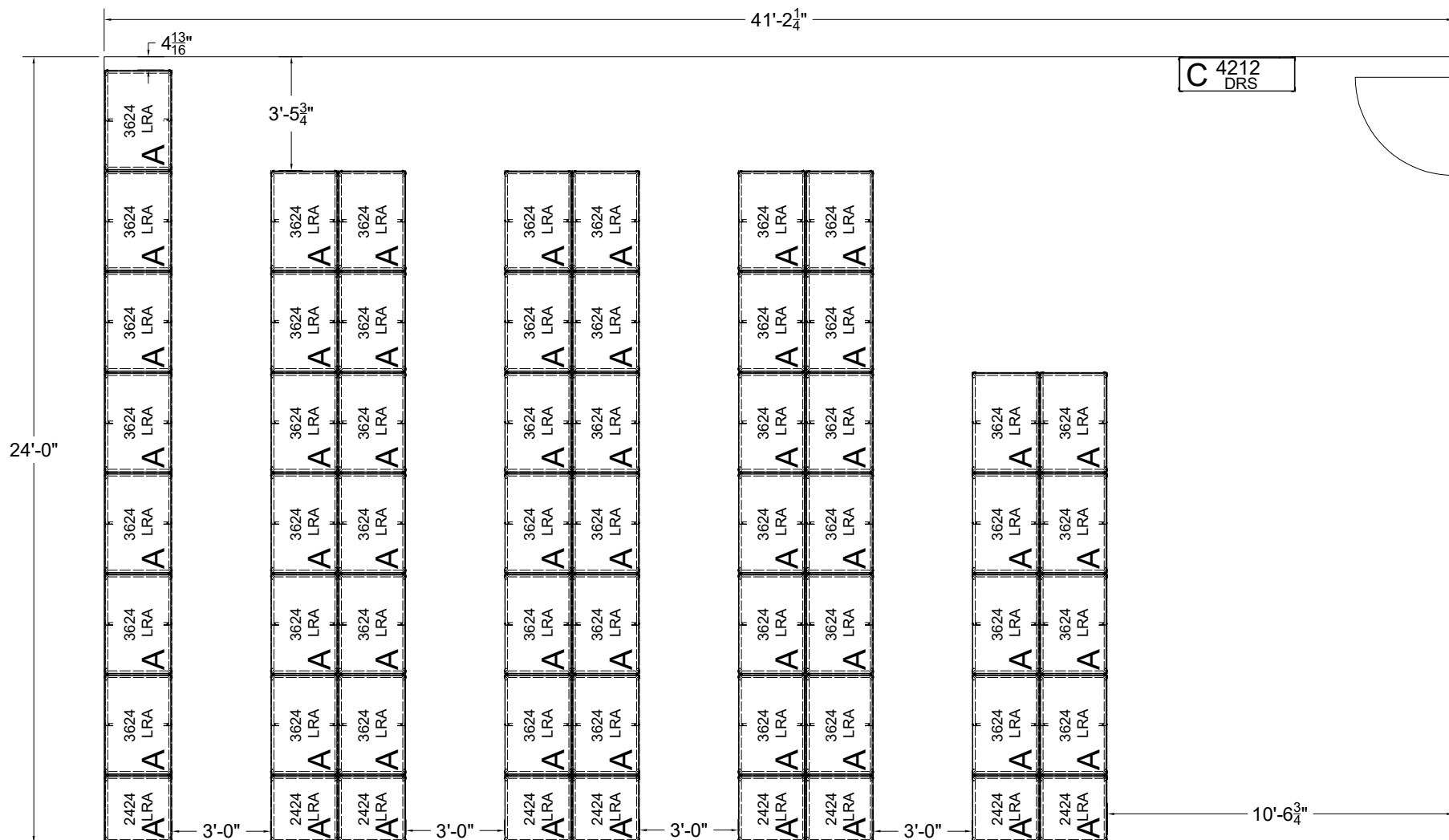
ACCEPTED BY PRINT:

NAME:

TITLE:

DATE:





C 4212  
DRS

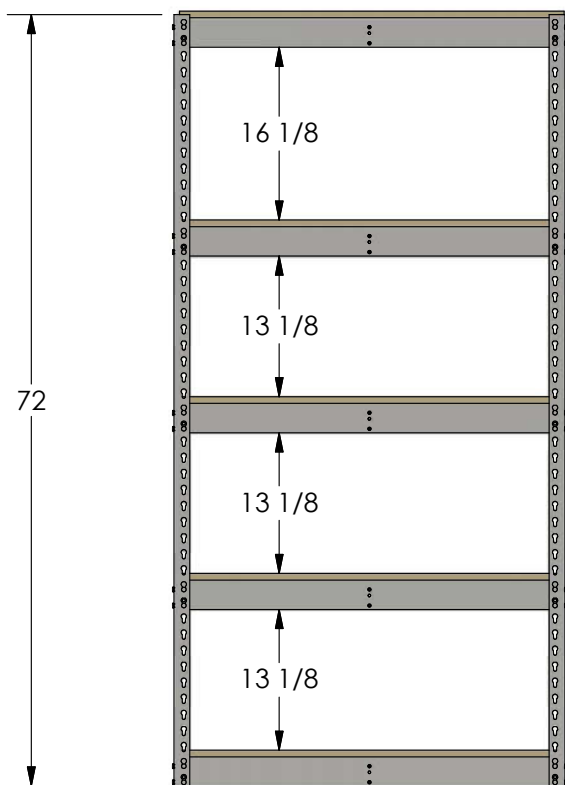
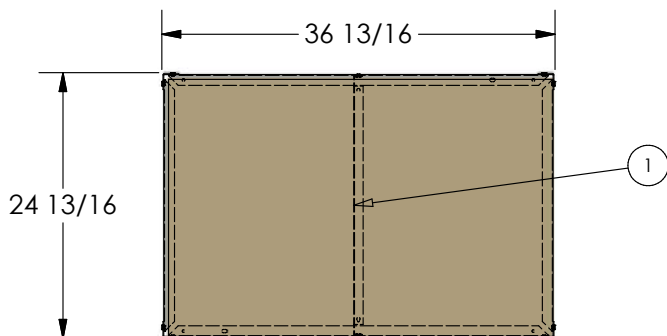
AutoCAD  
drawing  
LAYOUT

osupplies.com™

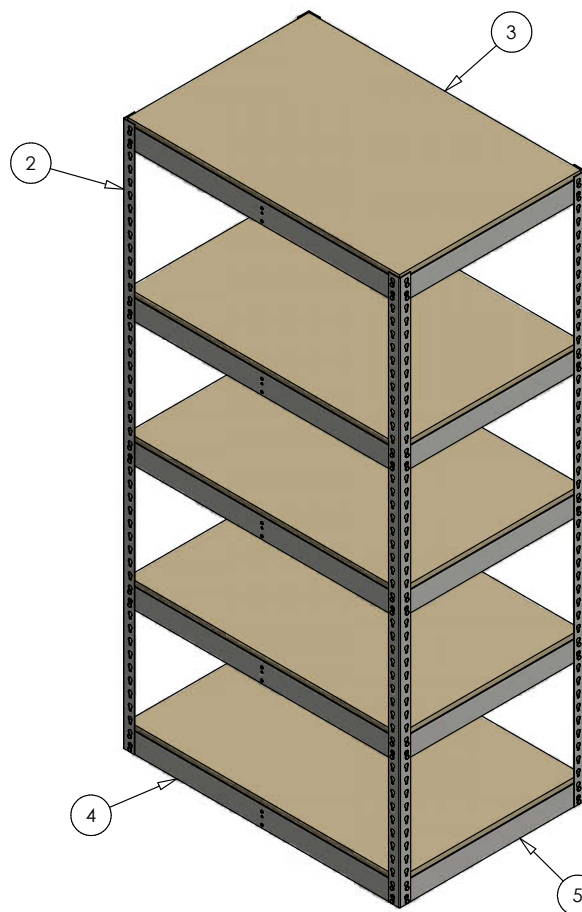
Everything for the office.

ZLINE LAYOUT

SRL 8.2.22



Parts List			
BALLOON	QTY	PRINT NUMBER	DESCRIPTION
1	5	15B1993-24	SDS-24
2	4	15B1596-72-ND	EUR-72
3	5	21B1536-3624	PB-3624
4	10	39B1281-36	LRA-36
5	10	39B1281-24	LRA-24

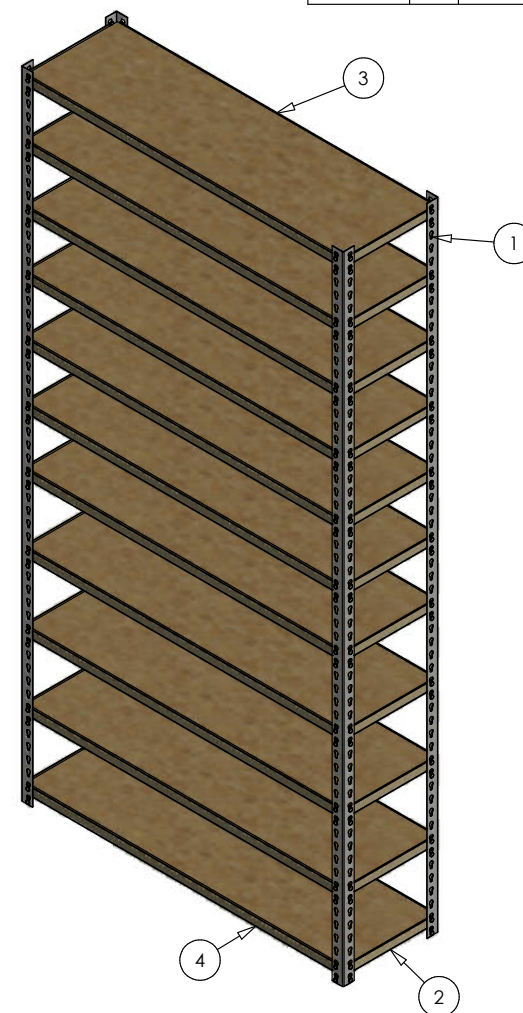
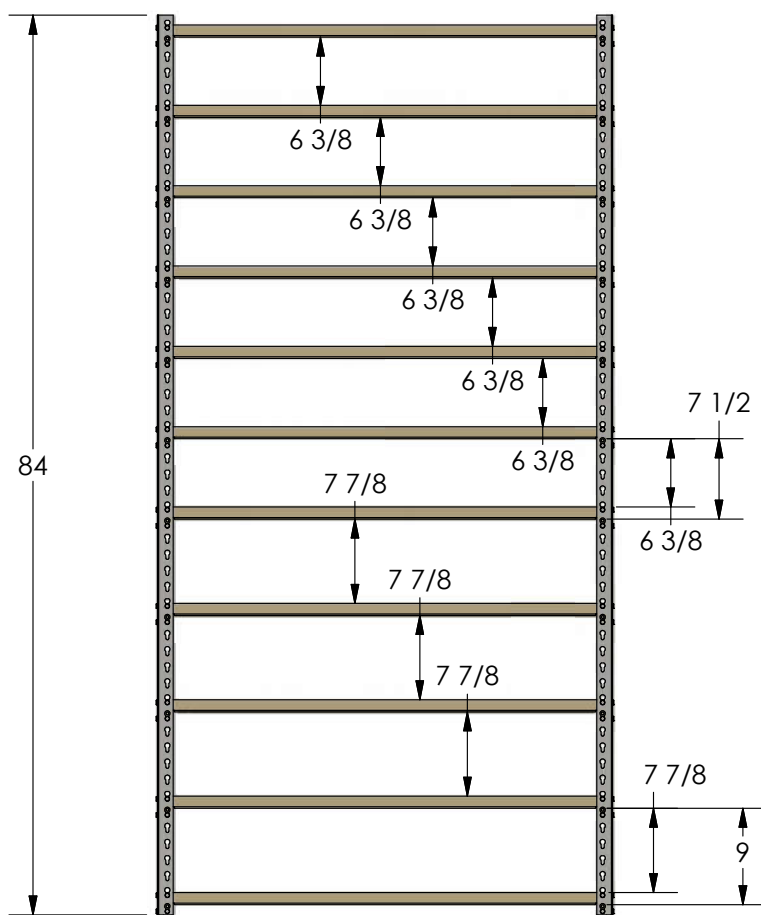
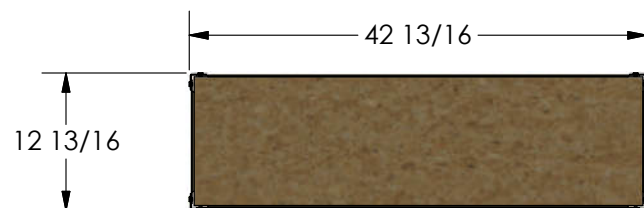


NOTE: STARTER SHOWN, ADDER SIMILAR.  
STARTER USES (4) EUR POSTS,  
ADDER USES (2) ZTP POSTS.

**tennsco**<sup>TM</sup>  
Storage Made Easy

	ZLINE 362472 S5
	SRL 8.2.22

Parts List			
BALLOON	QTY	PRINT NUMBER	DESCRIPTION
1	4	15B1596-84-ND	EUR-84
2	22	39B1818-1214	DRS-1214
3	11	21B1536-4212	PB-4212
4	22	39B1818-4214	DRS-4214



**tennsco**<sup>TM</sup>  
Storage Made Easy

	ZLINE 421284 S11
	SRL 8.2.22

## CERTIFICATE OF FUNDS

In the Matter of: O'Supplies- Evidence Room Shelving

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 #431-7260-54000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 5/18/2023

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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXPEND FUNDS TO STS OFFERINGS, LTD., D.B.A. OSUPPLIES.COM OF SANDUSKY, OHIO, FOR THE PURCHASE AND INSTALLATION OF NEW SHELVING UNITS FOR THE EVIDENCE ROOM AT THE JUSTICE CENTER FACILITY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the Sandusky Justice Center Project, which began with site selection in 2016 and construction contract award in 2022, consists of renovating and reconstructing the former City Hall, located at 222 Meigs Street, to serve as the Sandusky Justice Center, and house the Sandusky Police Department, Sandusky Municipal Court, and Prosecutor's Office; and

**WHEREAS**, on February 24, 2022, a Request for Qualifications (RFQ) was issued to firms specializing in furniture space design/planning, furniture supply and installation in which three (3) submittals were received, evaluated and ranked by a selection committee and based upon experience, location, project approach, quality, and past performance with service and furnishing furniture for the City Hall Project, it was determined STS Offerings, Ltd, d.b.a. Osupplies.com was the most qualified; and

**WHEREAS**, over the past year, Staff has worked with Osupplies to develop a comprehensive layout for the new workspaces and developing a cost effective scope of services and as Phase I construction is nearing completion in a few months, the shelving units for the new Evidence Room need to be purchased; and

**WHEREAS**, the total cost of the purchase and installation of the shelving units is \$25,294.49 and will be paid with 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 in order to complete installation of the shelving units in a timely manner to allow the Police Department adequate time to inventory and relocate evidence to the new location prior to vacating the old location in August 2023 for the start of Phase 2 reconstruction in the Fall; 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 expend funds to STS Offerings, Ltd., d.b.a. Osupplies.com of Sandusky, Ohio, for the purchase and

installation of new shelving units for the Evidence Room at the Justice Center facility, at an amount **not to exceed** Twenty-Five Thousand Two Hundred Ninety-Four and 49/100 Dollars (\$25,294.49).

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

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

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

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

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

Passed: May 22, 2023



## FIRE DEPARTMENT

600 W. Market Street  
Sandusky, Ohio 44870

419.627.5822

Fire Prevention 419.627.5823

Fax 419.627.5823

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

**TO:** John Orzech, Interim City Manager

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

**DATE:** May 3, 2023

**RE:** Commission Agenda Item – Purchase of Motorola APX 900 Portable Radios

**ITEM FOR CONSIDERATION:** Requesting legislation authorizing the Interim City Manager to purchase five (5) APX 900 Model 2 Portable Radios and accessories from Motorola Solutions, Inc., of Chicago, IL, through the Sourcewell Cooperative Purchasing Program #042021-MOT

**BACKGROUND INFORMATION:** The purchase of five (5) portable radios is the second of a three phase upgrade. The proposed purchase of the Motorola APX 900 radios with digital and analog capabilities will include, 5 spare batteries and 2 radio microphones.

The upgrade of the radios has been determined by the Fire Chief as the existing radios are 20 years old and the new radios will allow the transition from antiquated analog to digital capability for future digital integration with the Erie County Sheriff's Office and the Erie County mutual aid partners. The old radios will be retained and used for spares.

**BUDGETARY INFORMATION:** The total amount for this purchase is **\$13,019.60**. This purchase will be paid with monies from the Sandusky Fire Departments operating budget.

**ACTION REQUESTED:** It is requested that the proper legislation be prepared to purchase five (5) APX 900 Model 2 Portable Radios and accessories at a total cost not to exceed **\$13,019.60** from Motorola Solutions, Inc. of Chicago, IL through the Sourcewell Cooperative Purchasing Program #042021-MOT. It is further requested that this legislation take immediate effect in full accordance with section 14 of the City Charter to allow the radios to be ordered prior to the expiration of the quote on June 25, 2023, and to avoid potential price increases.

**Approved:**

**I concur with this recommendation:**

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

\_\_\_\_\_  
John Orzech, Interim City Manager

Cc: C. Myers, Commission Clerk; Brendan Heil, Law Director; Michelle Reeder, Finance Director





SANDUSKY FIRE DEPT, CITY OF

04/26/2023



04/26/2023

SANDUSKY FIRE DEPT, CITY OF  
222 MEIGS ST  
SANDUSKY, OH 44870

Dear Jim Green,

Motorola Solutions is pleased to present SANDUSKY FIRE DEPT, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide SANDUSKY FIRE DEPT, CITY OF with the best products and services available in the communications industry. Please direct any questions to Christopher Eager at [ceager@bendercomm.com](mailto:ceager@bendercomm.com).

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Christopher Eager

Motorola Solutions Manufacturer's Representative

Billing Address:  
SANDUSKY FIRE DEPT, CITY  
OF  
222 MEIGS ST  
SANDUSKY, OH 44870  
US

Quote Date:04/26/2023  
Expiration Date:07/25/2023  
Quote Created By:  
Christopher Eager  
ceager@bendercomm.com

End Customer:  
SANDUSKY FIRE DEPT, CITY OF  
Jim Green  
jgreen@ci.sandusky.oh.us  
419-627-5822

Contract: 36273 - SOURCEWELL  
Payment Terms:30 NET

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
APX™ 900						
1	H92QDF9PW6AN	APX 900 UHFR1 MODEL 2 PORTABLE	5	\$3,399.42	\$2,517.49	\$12,587.45
1a	QA06766AA	ALT: IMPRESS LI-ION TIA 2900MAH	5			
1b	H842BW	ADD: SINGLE UNIT PACKAGING	5			
1c	QA04096AA	ENH: P25 TRUNKING	5			
1d	QA05751AA	ADD: NO ENCRYPTION, CLEAR RADIO (NO ADP) (US ONLY)	5			
1e	H885BK	ADD: 3Y ESSENTIAL SERVICE	5			
2	PMMN4065AL	MICROPHONE,IMPRES RSM, IP57	5	\$115.24	\$86.43	\$432.15

**Grand Total** **\$13,019.60(USD)**

## Notes:



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.





## Purchase Order Checklist

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead  
(PO will not be processed without this)

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the *Legal* Bill-To Name

Bill-To Address

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO )

PO Amount must be equal to or greater than Order Total

Non-Editable Format (Word/ Excel templates cannot be accepted)

Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept

Ship To Contact Name & Phone #

Tax Exemption Status

Signatures (As required)

## CERTIFICATE OF FUNDS

In the Matter of: Fire Dept- 5 portable Motorola Radios

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

Account #110-1310-54000

By: 

Michelle Reeder

Finance Director

Dated: 5/18/2023

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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE FIVE (5) APX 900 MODEL 2 PORTABLE RADIOS AND ACCESSORIES FROM MOTOROLA SOLUTIONS, INC. OF CHICAGO, ILLINOIS, THROUGH THE SOURCEWELL COOPERATIVE PURCHASING PROGRAM; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the Sandusky Fire Department currently uses radios that are 20 years old and antiquated and the Fire Chief has determined the need to upgrade the radios and transition from analog to digital capability for future digital integration with the Erie County Sheriff's Office and other Erie County mutual aid agencies and is the second of a three-phase upgrade; and

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

**WHEREAS**, the City as a member of the Sourcewell Cooperative Purchasing Program (Member ID 68351) desires to purchase portable radios and accessories that has been competitively bid and made available through the membership from Motorola Solutions, Inc. of Chicago, Illinois; and

**WHEREAS**, the total cost of five (5) APX 900 Model 2 Portable Radios and accessories is \$13,019.60, and will be paid with funds from the Fire Department's operating budget; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to allow the portable radios and accessories to be ordered prior to the expiration of the quote on July 25, 2023, and to avoid potential price increases; and

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

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

Section 1. The City Manager be and hereby is authorized and directed to purchase five (5) APX 900 Model 2 Portable Radios and accessories from Motorola Solutions, Inc. of Chicago, Illinois, through the Sourcewell Cooperative Purchasing

Program, Contract #042021-MOT, at an amount **not to exceed** Thirteen Thousand Nineteen and 60/100 Dollars (\$13,019.60).

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

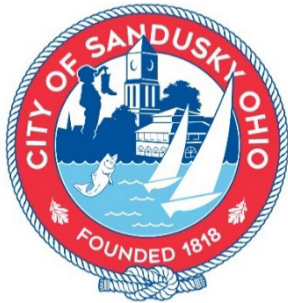
Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted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

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

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

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

Passed: May 22, 2023



## CITY MANAGER

240 Columbus Avenue  
Sandusky, Ohio 44870  
419.627.5846  
[www.cityofsandusky.com](http://www.cityofsandusky.com)

**TO: John Orzech, Interim City Manager**  
**FROM: Marcus Harris, Diversity and Economic Opportunity Manager**  
**DATE: May 11, 2023**  
**RE: Commission Agenda Item**

**ITEM FOR CONSIDERATION:** Requesting to enter into an agreement with Erie County Ohio Means Jobs (ECOMJ) to be a worksite for the Leading Youth to Feel Empowered (L.Y.F.E.) and Temporary Assistance for Needy Families (TANF) summer jobs program and accept wage re-imbursement for program participants.

**BACKGROUND INFORMATION:** As part of the City of Sandusky's efforts to become more active in the workforce development ecosystem the Diversity and Economic Opportunity Manager has been working in conjunction with ECOMJ to help re-establish the TANF youth summer jobs program in Erie County. In 2023 ECOMJ was awarded \$44,000 to conduct a TANF summer jobs program. In a parallel effort, both organizations have also been in discussion of how to create pipelines to employment for 18-24 year old youth through federal Workforce Innovation and Opportunity Act (WIOA) funding in the form of ECOMJ's version of Ohio's Comprehensive Case Management and Employment Program (CCMEP), L.Y.F.E. Both organizations feel it would be a great benefit to the City's residents, who are eligible for these programs, to gain a deeper level of awareness of the career opportunities with the City of Sandusky. In addition, according to a study conducted by The Center on Urban Poverty and Community Development at Case Western Reserve University<sup>1</sup>, youth who participate in summer jobs programs are:

- Less likely to be involved in youth delinquency filings and be incarcerated in the adult jail system 2 years after participation.
- Higher school attendance rates than the previous academic year following participation.
- More likely to graduate from high school.

**BUDGETARY INFORMATION:** There is no budgetary impact. Seasonal employment funds spent on wages for youth in the program will be re-imbursed to the City of Sandusky from ECOMJ up to \$13/hr.

**ACTION REQUESTED:** It is requested that the City Commission allow the City Manager to enter into a worksite agreement with ECOMJ for the L.Y.F.E. and the TANF summer jobs programs and accept wage reimbursement for program participants. It is further requested that this be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to immediately begin the process of hiring eligible participants for seasonal positions at the City.

**Approved:**

**I concur with this recommendation:**

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Marcus Harris, Diversity and Economic Opportunity Manager

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John Orzech, Interim City Manager

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<sup>1</sup> The Impact of Summer Youth Employment (SYEP) in Cleveland on Criminal Justice and Educational Outcomes



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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A WORK SITE AGREEMENT WITH OHIO MEANS JOBS OF ERIE COUNTY FOR THE SUMMER YOUTH EMPLOYMENT PROGRAM AND THE REIMBURSEMENT OF WAGES FOR PROGRAM PARTICIPANTS; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, as part of the City's efforts to become more active in the workforce development ecosystem the Diversity and Economic Opportunity Manager has been working in conjunction with Ohio Means Jobs of Erie County to establish a youth summer jobs program at the City; and

**WHEREAS**, according to a study, youth who participate in summer jobs programs are less likely to be involved in youth delinquency filings and be incarcerated in the adult jail system 2 years after participation, have higher school attendance rates than the previous academic year following participation, and are more likely to graduate from high school; and

**WHEREAS**, The City of Sandusky will be a worksite for the Leading Youth to Feel Empowered (L.Y.F.E.) and Temporary Assistance for Needy Families (TANF) summer jobs program and will accept wage re-imbusement for eligible program participants up to \$13.00/hour from Erie County Ohio Means Jobs; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately begin the process of hiring eligible participants for seasonal positions at the City; 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 Administrative Services, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. This City Commission authorizes and directs the City Manager to enter into a Work Site Agreement with Ohio Means Jobs of Erie County for the Summer Youth Employment Program and the reimbursement of wages for eligible program participants, 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.

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

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

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

Passed: May 22, 2023



**Erie County**

A proud partner of the  
American Job Center network



## **L.Y.F.E / Summer Youth Employment Program Work Site Agreement**

This Worksite Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between  
OhioMeansJobs – Erie County,

Worksite Organization Name: \_\_\_\_\_  
(Herein after "Worksite"), and the Youth or Young Adult Participant

Participant Name: \_\_\_\_\_  
(Herein after "Participant").

The parties hereto referred to collectively as "Parties".

### **AGREEMENT SERVICE PERIOD (not to exceed 6 months in duration)**

Start Date: \_\_\_\_\_

End Date: \_\_\_\_\_

### **WORKSITE GENERAL INFORMATION**

EXHIBIT "A"

<b>Worksite Address:</b>	
<b>Name of Supervisor or Mentor:</b>	<b>Worksite Main Phone #:</b>
<b>Supervisor or Mentor Phone #:</b>	<b>Supervisor or Mentor Fax #:</b>
<b>Organization Tax Identification #:</b>	<b>Type of Organization: (select one)</b> <input type="checkbox"/> Non-Profit <input type="checkbox"/> Government <input type="checkbox"/> Private For Profit

### **WORK EXPERIENCE TYPES (select one from each of the three categories)**

<b>Select one</b> <input type="checkbox"/> Internship <input type="checkbox"/> Job Shadowing <input type="checkbox"/> On-the-Job Training (OJT) <input type="checkbox"/> Pre-Apprenticeship <input type="checkbox"/> Summer Employment Opportunity	<b>Select one</b> <input type="checkbox"/> Paid <input type="checkbox"/> Unpaid	<b>Select one</b> <input type="checkbox"/> Employment <input type="checkbox"/> Training
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**EMPLOYER OF RECORD** (select one)

- ☐ **Worksite**                      ☐ **Third Party Payroll Services Provider**                      ☐ **NA – Unpaid Work Experience or Training**


**RENUMERATION (select all that apply)**

<input type="checkbox"/> <b>Wages</b>	<b>Wage Rate \$ /Hour:</b> _____
<input type="checkbox"/> <b>Stipends or Incentives</b>	<b>Stipend or Incentive Amount(s) \$:</b> _____ <b>Requirement to earn Stipend or Incentive:</b> _____
<input type="checkbox"/> <b>NA – No Wages, Stipends, or Incentives</b>	<b>Stipend or Incentive Amount(s) \$:</b> _____ <b>Requirement to earn Stipend or Incentive:</b> _____  <b>Non-Monetary Incentive:</b> _____ <b>Requirement to earn Incentive:</b> _____

**JOB DUTIES** *(please detail below or attach position description)*

- ☐
- Position description attached**

below or attach position description)  
n attached

**HOURS TO BE WORKED (Estimated)**

Day of Week	Time of Day	Total Hours Per Day
Monday	From: _____ To: _____	_____
Tuesday	From: _____ To: _____	_____
Wednesday	From: _____ To: _____	_____
Thursday	From: _____ To: _____	_____
Friday	From: _____ To: _____	_____
Saturday	From: _____ To: _____	_____
Sunday	From: _____ To: _____	_____
<input type="checkbox"/> <b>Varies</b>	<input type="checkbox"/> <b>Varies</b>	<input type="checkbox"/> <b>Varies</b>

**SPECIAL WORKING CONDITIONS**

**TRAINING TO BE PROVIDED AND/OR CERTIFICATIONS TO BE EARNED**

**UNIFORMS, TOOLS, EQUIPMENT, AND OTHER SUPPORTIVE SERVICES REQUIRED**

EXHIBIT "A"

**PROVIDER (OHIOMEANSJOBS – ERIE COUNTY) RESPONSIBILITIES**

Provider agrees to:

Provide a program orientation to participants which explains the program purpose, opportunities available through the program, program procedures, and participant rights and responsibilities.

Provide the worksite supervisor a program orientation prior to or at the time of placement of the participant at the worksite to ensure understanding of program goals and administrative expectations.

Visit and interview the participant and worksite regularly (at least every other month) to ensure goals are being met and all parties are adhering to work experience expectations.

Enroll applicable participants with a third-party temporary employment service/ payroll service employer who will be the recognized employer of record.

Ensure the third-party temporary employment service / payroll service provider has Commercial General Liability insurance coverage minimums of \$1,000,000 per occurrence with an annual aggregate of at least \$3,000,000 and Worker's Compensation coverage levels as required by Ohio law.

## **WORKSITE RESPONSIBILITIES**

The worksite will provide and/or agree to:

A worksite and position orientation to the participant not later than the end of the second work week to familiarize the participant with job duties, rules, and expectations.

Experienced supervision and training to the participant.

An environment that will help the participant's job performance throughout the duration of the work experience so the participant can learn and develop marketable job skills consistent with the participant's job duties and training plan.

Working conditions which ensure a participant environment which is both safe and sanitary.

Sufficient equipment and/or material to carry out work assignments.

Sufficient work to occupy the participant during work hours.

Maintain accurate time and attendance records which reflect actual time worked by the participant.

Submit weekly participant timesheets not later than the following Monday (or next business day if Monday is a holiday) after the one week pay period to

OhioMeansJobs-Erie County, by fax or email to Attn: Neil Yingling III, Workforce Development Administrator

Email: [Neil.Yingling@ifs.ohio.gov](mailto:Neil.Yingling@ifs.ohio.gov)

Fax#: 419-624-6459

Cooperate fully with monitors from OhioMeansJobs – Erie County, and/or the State of Ohio by allowing access to information and files relevant to this program. Retain relevant records for three years.

## **PARTICIPANT RESPONSIBILITIES**

The participant agrees to:

Perform their work experience duties, assignments, and training to the best of their ability.

Adhere to all worksite rules and policies.

## **WORKSITE ASSURANCES**

Worksite assures and certifies that:

Appropriate standards for health and safety in work and training situations will be maintained.

Neither it nor any other units planned for participation in the activities to be funded hereunder, are listed on the debarred list due to violations of Titles VI or VII of the Civil Rights Act of 1964, nor are any proposed parties to Agreement, or any sub-agreement resulting therefrom, aware of any pending action which might result in such debarment.

It will comply with all federal, state, and local laws.

It agrees to carry and maintain throughout the life of this Agreement such bodily injury and property damage liability insurance as will protect it and its employees, including the positions created under this Agreement, against any and all claims for personal injury, including death, or property damage, which may arise out of or result from the performance of or operations under this Agreement. Such insurance coverage shall be standard in the industry that worksite functions in.

It agrees to be responsible for any negligent acts or negligent omissions by or through itself or its agents, employees and contracted servants and it further agrees to defend itself and pay any judgments and costs arising out of such negligent acts or negligent omissions.

It agrees to comply with 42 U.S.C. Sections 1320d through 1320d-8 and implementing regulations at 45 C.F.R. Section 164.502(e) and Sections 164.504(e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act of 1996.

It is bound by all of the confidentiality, disclosure and safeguarding requirements of the Ohio Revised Code and the Ohio Department of Job & Family Services, including, but not limited to those stated in the Ohio Revised Code Sections 5101.26, 5101.27, 5101.272, 5101.28, 5160.45, 42 Code of Federal Regulations Sections 431.300 through 431.307 and Ohio Administrative Code Sections 5101:1-1-03 and 5160:1-1-01.1. Disclosure of information in a manner not in accordance with all applicable federal and state laws and regulations is deemed a breach of the Agreement and subject to the imposition of penalties, including, but not limited to, the penalties found in Revised Code Section 5101.99.

By signing this Agreement, worksite certifies that it is currently in compliance with, and will continue to adhere to the requirements of the Ohio Ethics Law as provided by Ohio Revised Code Chapter 102 and the related provisions of Ohio Revised Code Chapter 2921.

It will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal agreement, grant or any other award covered by 31 U.S.C. 1352. Any lobbying with non-Federal funds that takes place in connection with obtaining any federal award will be disclosed.

It is not listed in the non-procurement portion of the General Services Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders 12549 and 12689. Endorsement of this Agreement certifies its exclusion status and that of its principals. It shall report any suspected public assistance fraud to the Fraud and Benefit Recovery Unit of the Ohio Department of Job and Family Services.

As a condition of this agreement, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, handicap, sexual orientation, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments. It is further assured that worksite will comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this agreement.

It shall not place a participant in positions affected by hiring freezes, reductions in force, or labor disputes.

It conducts BCI background checks for employees and further assures that no employee whose regular course of duties defined as supervising, mentoring, transporting, responsible for, or is otherwise in an oversight capacity of the youth participant has been convicted of a "Prohibited Offense" against children as defined by the Ohio Revised Code (ORC) including: homicide (ORC 2903), assault (ORC 2903), menacing (ORC 2903.21), patient abuse and neglect (ORC 2903.34), kidnapping and related offenses (ORC 2905), sex offenses (ORC 2907), robbery and burglary (ORC 2911), arson (ORC 2909), offenses against the family (ORC 2919), weapons control (2923), drug offenses (2925) and other (ORC 3716.11).



### **TERMINATION FOR CONVENIENCE**

The Parties may terminate this Agreement at any time and for any reason by giving at least one (1) business day advance notice, in writing, to the other Parties.

### **TERMINATION UPON BREACH OR DEFAULT**

Upon breach or default of any of the provisions, obligations, or duties embodied in this Agreement, the aggrieved Party shall provide written notice of the breach or default to the breaching or defaulting Party and permit the breaching or defaulting Party to remedy the breach or default within a specified reasonable period of time. If the breach or default is not satisfactorily remedied within the specified time period, this Agreement may, at the election of the aggrieved Party, be immediately terminated.

### **SIGNATURE OF PARTIES**

#### **OHIOMEANSJOBS – ERIE COUNTY AUTHORIZED REPRESENTATIVE**

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

#### **WORKSITE AUTHORIZED REPRESENTATIVE**

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

#### **YOUTH OR YOUNG ADULT PARTICIPANT**

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

#### **PARENT OR GUARDIAN OF YOUTH PARTICIPANT *(required only if participant is a minor)***

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_



## PARKS & RECREATION

1918 Mills Street  
Sandusky, Ohio 44870  
419.627.5886  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

To: John Orzech, Interim City Manager  
From: Jason Werling, Recreation Superintendent  
Date: May 22, 2023  
Subject: Commission Agenda Item

**ITEMS FOR CONSIDERATION:** Requesting legislation for approval to enter into a services agreement with Great White North (GWN) Communications, LTD. for the operation of Dragon Boat Races for the 4<sup>th</sup> annual event; Dragons & Bacon Fest, hosted by City of Sandusky Recreation Division, Dockside Cafe and presenting sponsor Lake Erie Shores and Islands.

### **BACKGROUND INFORMATION:**

- GWN Dragon Boat supplies and supports the sport of dragon boat racing. The City of Sandusky is requesting approval to hire the supplier to perform certain services and to lease dragon boats and accessories for the Dragons & Bacon Fest that is proposed to be held Saturday, September 16, 2023, at the Paper District Marina.
- The Supplier will operate the full dragon boat race procedure and provide 4 dragon boats (40' length) that can hold up to 22 paddlers, 22 dragon boat paddles, 1 steering oar, 22 personal floatation devices (PFDs) and 3 boat fenders per dragon boat.
- City of Sandusky Recreation Division and Dragons & Bacon Fest Committee will be responsible for obtaining the Dragon Boat race team fees to meet or exceed the \$16,500.00 owed to GWN Communications, LTD. A 25% deposit of \$4,125 will be paid upon approval from commission. A 50% deposit (\$8,250.00) is required by August 18<sup>th</sup> upon entering the service agreement. Dragons & Bacon Fest Committee will be able to obtain a maximum of 21 teams of 22 paddlers for the event.
- City of Sandusky shall have the right to terminate the service agreement due to the cancellation of the event or lack of team registrations, if written notice of cancellation is received before August 15, 2023, at which the 25% deposit will be refunded.
- City staff waited to secure a title sponsor in Dockside Café before moving forward with the event.

**BUDGETARY INFORMATION:** The amount payable by the City of Sandusky Recreation Division to GWN Communications, LTD. under the agreement for the 2023 Dragons & Bacon Fest is US \$16,500.00. A 25% deposit totaling \$4,125.00 would be due immediately following commission approval. City of Sandusky shall have the right to terminate the agreement due to the cancellation of the event or lack of team registrations, if written notice of cancellation is received before August 15, 2023, at which the 25% deposit will be refunded. If paid, the City will recoup these costs from the registration fees paid by the participants.

**ACTION REQUESTED:** It is requested that the proper legislation be prepared to allow for the approval to enter a services agreement with Great White North (GWN) Communications, LTD. It is further requested that this be passed to take immediate effect in accordance with Section 14 of the City Charter in order to enter the agreement so the funds can be deposited and future planning and registration for the event can start immediately.

I concur with this recommendation:

Approved:

---

Jason Werling  
Recreation Superintendent

---

John Orzech  
Interim City Manager

## CERTIFICATE OF FUNDS

In the Matter of: GWN Communications- Dragons & Bacon festival

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 #227-3400-53000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 5/18/2023

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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A SERVICES AGREEMENT WITH GREAT WHITE NORTH COMMUNICATIONS, LTD., OF TORONTO, ONTARIO, FOR SERVICES RELATED TO THE FOURTH ANNUAL DRAGONS AND BACON FESTIVAL FOR THE RECREATION DEPARTMENT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the City is hosting and organizing the Fourth Annual dragon boat event in Sandusky known as the Dragons and Bacon Festival which will be held on Saturday, September 16, 2023, at the Paper District Marina; and

**WHEREAS**, Great White North Communications, Ltd. supplies and supports the sport of dragon boat racing and will be providing consulting services, event management services, and dragon boat and accessory sales and leases for the Dragons and Bacon Festival; and

**WHEREAS**, the cost of these services is \$16,500.00, which includes a 25% deposit of \$4,125.00 that is due upon execution of agreement, however, the City has the right to terminate the agreement due to cancellation of the event provided written notice is received prior to August 15, 2023, at which time the 25% deposit will be refunded, and these costs, if paid, will be recouped from the registration fees paid by the event participants; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately execute the agreement, pay the refundable deposit, and move forward with event planning; and

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

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

Section 1. The City Manager be and hereby is authorized to execute a Services Agreement with Great White North Communications, LTD, for services related to the Fourth Annual Dragons and Bacon Festival for the Sandusky Recreation Department, substantially in the same form as reflected in Exhibit "1" which is attached to this Ordinance and specifically incorporated as if fully rewritten herein together with such revisions or additions as are approved by the

Law Director as not being substantially adverse to the City and being consistent with the objectives and requirements of this Ordinance and with carrying out the City's public purposes.

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

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

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

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

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

Passed: May 22, 2023

## SERVICES AGREEMENT

THIS AGREEMENT made as of the 1st day of February 2023. (the "Effective Date")

B E T W E E N:

### **GREAT WHITE NORTH COMMUNICATIONS**

**LTD.**, a corporation incorporated under the laws of the State of Delaware (hereinafter referred to as the "Supplier") and **CITY OF SANDUSKY**, a corporation incorporated under the laws of the State of Ohio, (hereinafter referred to as the "Customer")

**WHEREAS** the Customer is the producer and organizer of an annual dragon boat event in Sandusky known as the Dragons and Bacon Festival (the "Customer Event");

**AND WHEREAS** the Supplier supplies and supports the sport of dragon boat racing and provides its customers with some or all of: consulting services, event management services, and dragon boat and accessory sales and leases;

**AND WHEREAS** the Customer wishes to hire the Supplier to perform certain services and to lease dragon boats and accessories for the Customer Event as hereinafter described;

**THIS AGREEMENT WITNESSETH** that in consideration of the covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties covenant and agree as follows:

### **ARTICLE 1     DEFINITIONS**

In this Agreement, the following terms shall have the corresponding definitions:

1.1        "Accessories" shall mean 22 dragon boat paddles, 1 steering oar, 22 personal flotation devices (PFDs) and 3 boat fenders per dragon boat.

1.2        "Dragon Boat" means the Supplier's dragon boat hulls, not including Accessories or Race Accessories.

1.3        "Equipment" shall mean all of the Dragon Boats, Accessories, and Race Accessories leased under this Agreement.

1.4        "Race Accessories" shall mean 1 drummers seat, 1 drum with drumstick, 1 dragon head, and 1 dragon tail per dragon boat.

1.5        "Equipment/Logistics Coordinator" shall mean a representative appointed by the Customer to assume the responsibility of care and control of the Equipment leased under this Agreement.

1.6        "Schedules" shall mean the following schedules to this Agreement and any schedules which in the future will be added to this Agreement, all of which form (or will form) an integral part of the Agreement:

Schedule A- Services and Customer Responsibilities

Schedule B – Lease of Equipment

Schedule C – Fees, Billing and Payment Terms

Schedule D – Customer Insurance requirements

Schedule E – Sample Equipment/Logistics Manifest

1.7        "Services" shall be the Services to be performed by the Supplier in accordance with this Agreement, as set out in Schedule A hereto.

### **ARTICLE 2     – GENERAL**

2.1        **Services.** Subject to the terms and conditions hereof, the Customer shall retain the Supplier to carry out Services and the Supplier shall render such Services and such other services as may from time to time be agreed upon between the parties to the Customer. Customer shall be responsible to fulfil the Customer responsibilities as set forth in Schedule A.

2.2        **Term of Agreement.** This Agreement shall commence on the Effective Date and shall and shall terminate in accordance with the provisions of Article 5 hereof.

### **ARTICLE 3     FEES AND BILLING**

3.1        The Customer shall pay the Suppliers the fees for the Services and for the Equipment Lease in accordance with the terms set forth in Schedule C. In addition, Customer shall reimburse Supplier for all out-of-pocket expenses incurred by Supplier in connection with the performance of the Services but only to the extent that such expenses have been approved by Customer in advance and in writing. All dollar amounts quoted herein are stated in US Dollars.

### **ARTICLE 4     REPRESENTATIONS, WARRANTIES AND COVENANTS**

4.1        Customer represents, warrants and covenants as follows and acknowledges that Supplier has relied upon



the completeness and accuracy of such representations, warranties and covenants in entering into this Agreement:

- (a) Customer shall maintain insurance with responsible insurers against such risks and in such amounts that could reasonably be expected to be carried by persons acting prudently and in a similar business to that of Customer and more specifically as set out in Schedule D;
- (b) Customer shall ensure that it has and shall maintain in good standing, all required licenses, consents, approvals and permits from any person necessary to stage the Customer Event;
- (c) Customer shall have all participants in the Customer Event sign a waiver from liability in favour of Supplier (and its affiliates, officers, directors, employees and independent contractors) in a form acceptable to the Supplier.

4.2 SUPPLIER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES OR EQUIPMENT PROVIDED UNDER THIS AGREEMENT AND EXPRESSLY DISCLAIMS ANY AND ALL SUCH WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**4.3 Limitation of Liability.** Supplier's maximum liability to Customer for damages hereunder shall be limited to the Fees paid to Supplier by Customer for the Customer Event for which the claim was made. In no event shall Supplier be liable for any indirect, consequential, special, exemplary, or incidental damages, even if Supplier has been advised of the possibility of such damages. In no event shall Supplier be liable for loss or damage to, or occasioned by, use by Customer of equipment not owned or leased to Customer by Supplier.

## ARTICLE 5 TERMINATION

5.1 The Agreement will continue in effect until the latest of: (a) the completion of the Customer Event; (b) the return to the Supplier of all of its Equipment leased hereunder (if applicable); or (c) receipt by the Supplier of fees and expenses payable hereunder, provided that any terms of this Agreement which by their nature extend beyond the Agreement termination remain in effect until fulfilled.

5.2 This Agreement may be terminated by either party if (a) the other party commits a material breach of this Agreement and that breach remains uncorrected for

thirty (30) days following written notice to the breaching party, specifying the breach; or (b) either party shall have ceased business, been adjudicated bankrupt or insolvent, made an assignment for the benefit of creditors, or filed a petition for bankruptcy or reorganization.

**5.3 Effect of Termination.** The parties' respective rights and obligations under Section 5 (but only to the extent that money was owed prior to the effective date of termination), of this Agreement shall survive the termination or expiration of this Agreement.

The Customer shall have the right to terminate this Agreement due to the cancellation of the Customer Event, if written notice of cancellation is received before August 15, 2023, at which the 25% deposit will be refunded.

## ARTICLE 6

### INTERPRETATION AND ENFORCEMENT

**6.1 Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties hereto with respect thereto. There are no representations, warranties, forms, conditions, undertakings or collateral agreements, express implied or statutory between the parties other than as expressly set forth in this Agreement.

**6.2 Amendments and Waivers.** No amendment to this Agreement, including future Schedules to be added to the Agreement, shall be valid or binding unless set forth in writing, referencing this Agreement, and duly executed by both of the parties hereto. No waiver of any breach of any term or provision of this Agreement shall be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided in the written waiver, shall be limited to the specific breach waived.

**6.3 Relationship of Parties.** Each of the Parties are independent contractors. Nothing herein shall be construed to place the Parties in a relationship of principal and agent, partners or joint ventures, and neither Party shall have the power to obligate or bind the other Party in any manner whatsoever. For greater certainty, volunteers or other persons provided by the Customer to assist in the Customer Event are not agents or employees of GWN.

**6.4 Force Majeur.** Neither party will be held responsible for any delay or failure in performance of any part of the Agreement to the extent such delay or failure is caused by events beyond such party's reasonable control, such as fire, accident, flood, explosion, international border requirements; accident,

war or the engagement of hostilities, strike, embargo, labour dispute, government requirement, civil disturbances, civil or military authority. Each party will endeavour to give the other reasonable notice of any delay.

6.5 **Assignment.** The Customer may not assign its rights or obligations under this Agreement without the prior written consent of the Supplier. The Supplier may assign its rights or obligations under this Agreement.

6.6 **Severability.** If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect.

**Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of Ohio. Supplier and Customer consent to the sole and exclusive personal jurisdiction of the federal and state courts located in Erie County, Ohio and agree that all disputes or litigation regarding this Agreement shall be submitted to and determined by said court, which shall have sole and exclusive jurisdiction.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date above first written.

**GREAT WHITE NORTH COMMUNICATIONS, LTD.**

Per: 

**Mike Fulton, President**  
I have authority to bind the company.

**CITY OF SANDUSKY**

Per: \_\_\_\_\_

Per: \_\_\_\_\_

**EXHIBIT "1"**

**I/WE HAVE AUTHORITY TO BIND THE CITY OF SANDUSKY.**

## **SCHEDULE A**

### **Supplier Services and Customer Responsibilities**

GWN shall provide the following services to the Customer for the Customer Event on September 16<sup>th</sup>, 2023:

#### **Pre-Event Coaches**

- a. Provision of 3 coaches (Thursday September 14<sup>th</sup> to Friday September 15<sup>th</sup>, 2023)

#### **Equipment Lease**

- a. Provision of all leased Equipment as per Schedule B
- b. Delivery of all leased Equipment as per Schedule B

#### **Race Production**

- a. Set and Manage the Official Race Course (number of lanes to be mutually agreed upon);
- b. Devise and Manage Race Schedule, including timing and communication equipment, finish line video replay, and race results board;
- c. Secure and Oversee Race Officials, including start and finish line officials and course referee;
- d. Manage Volunteers as they apply to Race Production; and
- e. Supervision of Team Marshall Coordinator and Dock Marshall
- f. Provision of Practice Coordinator
- g. Provision of four (4) Steerspeople

Customer shall provide the following items to GWN to assist GWN in the production of the Customer Event:

- a. Accommodations for up to four (4) nights for up to five (5) GWN Staff (Wednesday September 13<sup>th</sup> to Sunday September 17<sup>th</sup>); two (2) nights for up to six (6) GWN Staff (Friday September 15<sup>th</sup> to Sunday September 17<sup>th</sup>), based on double occupancy and gender.
- b. 2 - 10' x 10' tents with side and back panels or other suitable enclosure for finish line and starting officials, a platform or vessel to be used for the start and finish line officials (including 2 tables and 4 chairs);
- c. A small motor boat, minimum 14 ft. aluminum or fiberglass, minimum 9.9 hp. dedicated to assist in setting and maintaining the race course on Friday September 15<sup>th</sup> and Saturday September 16<sup>th</sup> from approximately 7:00AM to 7:00PM, or a mutually agreed upon time between both parties.
- d. If attendance by GWN is requested for committee meetings, travel costs and time will be billed as extra.
- e. Power supply at the finish line officials' tent.
- f. A suitable number of volunteers or other persons to be determined by GWN to assist GWN in race management.
- g. A small motorboat, minimum 14ft aluminum, minimum 9.9 hp, and dedicated driver for use by on-water Referee official on Saturday September 16<sup>th</sup> (approximate times: 7:00am – 6:00pm).
- h. Customer shall provide local tow truck/crane services (with a boom extension arm) for the off-load and load of the leased Equipment at the Customer event in Sandusky.
- i. Transportation for GWN staff to be billed post-event based on actuals; one rental vehicle for five (5) days (Wednesday September 13<sup>th</sup> to Sunday September 17<sup>th</sup>) and two rental vehicles for three (3) days (Friday September 15<sup>th</sup> to Sunday September 17<sup>th</sup>).
- j. Provide GWN with Customer's event day safety plan a minimum of 3 weeks prior to event day.

\* The course is constructed of chains and bricks. Damage to boats, propellers etc. can take place if a boat goes through the course. Customer is responsible to ensure that recreational and commercial boat traffic is kept off the racecourse once it is installed. GWN shall not be held responsible for any damage to any recreational or commercial boats and/or the course materials caused by traffic on the race course once it has been installed.

## **SCHEDULE B**

### **LEASE OF EQUIPMENT**

- 1) Customer agrees to lease the following for the 2023 Customer Event on September 16<sup>th</sup>, 2023:

4 Dragon Boats

8 Accessories

4 Race Accessories

In the event the Customer subsequently requires additional Equipment and GWN is able to make such Equipment available, then GWN will provide such Equipment and the price for such additional equipment will be added to the lease price with a minimum 2 weeks' notice prior to delivery. Customer acknowledges and agrees that there is no provision to reduce the number of leased Equipment or a rebate for unused Equipment.

- 2) Delivery and Return of Equipment.

- a) Unless changed by mutual agreement, delivery by Supplier to the Customer shall be made on the following dates

- 4 Dragon Boats, 8 Accessories and 4 Race Accessories on Wednesday September 13<sup>th</sup>

Supplier shall deliver the Dragon Boats to Customer representatives at a suitable and convenient launch (drop - off) site in Sandusky agreed upon by the parties. The Accessories and Race Accessories will also be handed over to and inspected by the Equipment/Logistics Coordinator at the launch (drop - off) site, unless a different location is agreed upon. The Equipment/Logistics Coordinator must sign off on the Equipment/Logistics Manifest (see Schedule "E" for sample) upon inspection. The Customer shall be responsible for moving the Equipment from the launch (drop - off) site to the mooring site.

- b) After the conclusion of the last race of the Customer event, the Customer shall return the Equipment to the launch (pick - up) site in a timely manner (or such other place or time as may be agreed upon) for pick up by Supplier or its agent. At the same time, the Equipment/Logistics Coordinator shall inspect and count the Equipment with the Supplier or its agent, to determine if all items were retrieved and are in good and same condition as on delivery. The Equipment/Logistics Coordinator must then sign off on the Equipment/Logistics Manifest. The Customer is responsible for providing a tow truck for the loading of the Equipment at the end of the Customer event.

- 3) Customer Responsible for Equipment

- a) The Customer shall be responsible for the handling, use, security and maintenance of the Equipment from the time it is delivered to the Customer to the time it is picked up by Supplier.
- b) The Equipment/Logistics Coordinator must do a full inspection of the Equipment and sign the Equipment/Logistics Manifest on the quantity and condition of the Equipment at the time of

delivery and after the conclusion of the Event. If the ELC is not present at these times, it is understood that the Customer accepts the state of the Equipment and shall be responsible for any damage or loss of Equipment noted on the Equipment/Logistics Manifest by the GWN Equipment Technician.

- c) The Customer shall be solely responsible for any damage to, or loss of, any Equipment incurred between the time of delivery to the Customer to the time the Equipment is picked up by Supplier. The Customer shall be responsible for such damage or loss regardless of how the damage or loss occurred, including without limitation theft, vandalism, and inclement weather.
- d) In the event of damage or loss by the Customer or their participants, suppliers, and/or vendors, Supplier shall, at its option, repair or replace the damaged or lost item, and the Customer will pay for the cost of materials, labor (including that of Supplier employees), transportation and administration costs necessary to affect the replacement or repair. The cost shall be added to the lease price as follows:

Basic Repair dragon head mounting plate	\$40.00
Basic Repair dragon tail mounting plate	\$40.00
Replace broken steering arm	\$80.00
Replace 41' dragon boat	\$12,250.00
Replace 44' dragon boat	\$18,000.00
Replace dragon head	\$894.00
Replace dragon tail	\$450.00
Drum	\$358.00
Missing or broken Apex Durablade	\$80.00
Missing or broken wood Paddle	\$46.00
PFD	\$30.00
Boat Fender	\$20.00
Steering Oar	\$280.00
Drummers Seat	\$140.00

- e) Supplier shall count the number of paddles at the end of the Customer event or upon pick-up by Supplier, and the number of missing and or broken paddles shall be determined. The Customer shall pay \$80.00 plus applicable taxes to Supplier for each missing and or broken Apex Durablade and \$46.00 plus applicable taxes for each missing and broken wood paddle, which amounts shall be added to the lease price.
- f) Supplier shall count the number of PFDs at the end of the Customer event or upon pick-up by Supplier, and the number of missing PFDs shall be determined. The Customer shall pay \$30.00 plus applicable taxes to Supplier for each missing PFD, which amounts shall be added to the lease price.
- g) Supplier shall count the number of boat fenders at the end of the Customer Event or upon pick-up by Supplier, and the number of missing boat fenders shall be determined. The Customer shall pay \$20.00 plus applicable taxes for each missing boat fender, which amounts shall be added to the lease price.

- 4) Docking Facilities. The Customer shall provide docking facilities for the Dragon Boats leased from Supplier. The docks shall be constructed and secured in such a way as to prevent

cosmetic and structural damage to the Dragon Boats, and to maximize the safety of participants and volunteers. **Beach front loading of the dragon boats is not permitted.**

Provision of docks which adhere to the following guidelines are recommended by GWN and are in the best interests of the Festival as the cost of the lease will be adjusted to account for any damage to or loss of any equipment during the lease period.

Docking for each dragon boat is defined as follows:

- a) Location offering reasonable isolation/protection from possible vandalism and/or theft.
- b) Location protected from wave action caused by wind and/or other boat traffic.
- c) Suggested minimum usable length of 32 feet (not including access ramp); minimum width of 4' (8' for a floating dock).
- d) If a fixed dock, one which provides sufficient structural and support strength to accommodate repeated loading of up to 25 persons; if a floating dock, one which provides sufficient structural strength, adequate floatation (stability) and connection hardware to accommodate repeated loading of up to 25 persons.
- e) The dock should display no exposed screw heads, bolt heads or any other hardware which may damage dragon boats and/or accessories.

Each dragon boat will be delivered with 3 boat fenders which should be in use at all times when the dragon boat is moored against the dock or against another boat.

It is important that dock marshals enforce utilization of the boat fenders by teams. Dock marshals should be instructed to keep the dragon boat away from the dock until the fenders have been placed along side the dragon boat by crew members. For fixed docks that use single metal or wooden posts for support, these posts must be padded in some manner to protect the hull finish and scale graphics of the boat.

Dock and/or team marshals also require instruction in methods of controlling teams on and off the dock. To avoid congestion and overloading, it is suggested that only one crew be permitted on the dock to load or offload at any given time. The crew waiting to load should not be permitted on the dock until last disembarking crew member has stepped off. As an added precaution, crew members in the odd numbered benches could be asked to load or offload and clear the dock prior to crew members in even numbered benches.

Race committees should designate a qualified individual to provide tools and materials to effect rapid repair of dock structures, if required, during practices and race day(s). A Great White North technician may be available to consult with the designate in this regard.

**SCHEDULE C**  
**FEES, BILLING and PAYMENT**

The amount payable by the Customer to Supplier under this Agreement for the 2023 Customer Event is US \$16,500.00 not including repair and replacement costs, which is broken down as follows:

Lease of Equipment, Production, Staff	\$ 12,950.00
<u>Delivery of Equipment</u>	<u>\$ 3,550.00</u>
 TOTAL	 \$ 16,500.00

- 1) The Customer shall be responsible for all logistics and fees associated with tow truck/crane service used for off-loading and loading of the equipment at the Customer Event in Sandusky. GWN driver to confirm with Customer timing of such service.
- 2) Sales and Use Taxes: The Customer hereby acknowledges that the Supplier does not qualify as an agent for the collection and remittance of sales tax in the state of Ohio. As a result of this, the Customer agrees to be responsible for the self-assessment of any applicable use taxes, which may be due on the Services or Equipment Lease subject to this Agreement.
- 3) The Customer shall pay a surcharge of either:
  - a) \$125.00 / 15 minutes to the Supplier if the Customer Event exceeds 10 hours in duration, commencing at the scheduled start time of the first race and shall terminate upon the Customer's sign-off on the GWN Equipment manifest form. This surcharge is applicable if the Customer is using GWN race production services; or
  - b) \$75.00 / hour / GWN Technician to the Supplier if the Customer Event exceeds 10 hours in duration, commencing at the scheduled start time of the first race and terminating upon the Customer's sign-off on the GWN Equipment manifest form. This surcharge is applicable if the Customer is only leasing Equipment.
- 4) Fuel Surcharge on Dragon Boat and Accessory Deliveries if applicable.
- 5) The Customer shall have the right to terminate this Agreement due to the cancellation of the Customer Event, if written notice of cancellation is received before August 15, 2023, at which the 25% deposit will be refunded.

Payment shall be made by Customer according to the following schedule:

- a) A refundable deposit of 25% of the total fees (\$4,125) upon the Customer signing this Agreement, on or before February 28<sup>th</sup>, 2023
- b) 50% of the total fees (\$8,250.00) on or before August 18<sup>th</sup>, 2023
- c) 25% of the total fees (\$4,125.00) on or before September 1<sup>st</sup>, 2023
- d) All other payments owing, including for extras, Event overtime surcharge (if applicable), customs and brokerage, tolls, GWN staff transportation, travel time, transfers, parking and local transportation expenses (if applicable), fuel surcharge fee (if applicable), and for repair and replacement of lost or damaged Dragon Boats, Accessories, or Race Accessories, within 15 days of the date of Supplier's invoice

- 6) All payments under this Agreement shall be by cheque payable to Great White North Communications Ltd. 1 Westside Dr., Unit 3, Etobicoke Ontario, Canada, M9C 1B3
- 7) Under no circumstance shall Supplier be obligated to complete delivery of any Equipment without prior receipt of the required installment payment in full (as set forth in section 4(a) above). However, Supplier may, at its option, complete delivery of the Equipment even if an installment payment is not made when due, but in those circumstances the overdue installment payment shall be subject to interest at 2% per day until the installment payment, with interest, is paid plus any costs incurred by Supplier by reason of the late payment and late delivery, such as extra storage or transportation costs (where, for example, Supplier incurs a charge to store Equipment while it is waiting to receive payment from the Customer). Furthermore, at any time before the overdue installment payment is made, Supplier may terminate this Agreement and take possession of the Equipment, without prejudice to Supplier's right to full payment of all installment payments plus accrued interest.

# EXHIBIT "1"



## **SCHEDULE D**

### **CUSTOMER INSURANCE REQUIREMENTS**

The Customer agrees to put in effect and maintain or cause to be put in effect and maintained for the period during which this Agreement is in effect, with insurers acceptable to Supplier all the necessary insurance that would be considered appropriate for a prudent Festival Organizer of this type of undertaking, ie. dragon boat racing event, including, without limitation:

- Commercial General Liability Insurance, to an inclusive limit of not less than two millions dollars (\$2,000,000) per occurrence for property damage, bodily injury and personal injury, and including, at least, the following policy endorsements:
  - i Supplier as an additional insured for the purposes of the Customer Event;
  - ii Cross Liability;
  - iii Contractual Liability;
  - iv Independent Contractors;
  - v Products and Completed Operations;
  - vi Employer's Liability and Voluntary Compensation;
  - vii 30 day written notice of cancellation;
  - viii Tenants Legal Liability (if applicable); and
  - ix Non owned automobile coverage with blanket contractual and physical damage coverage for Hired Automobiles.
- Property Insurance to a limit commensurate to the full replacement cost value of all equipment leased from Supplier on an "All Risks" basis including earthquake and flood.
- The Policy must include the following:
  - i Replacement Cost Value;
  - ii Waiver of Subrogation;
  - iii Supplier as loss payee as Their Interest May Appear.

**Certificates of Insurance.** A minimum of 3 weeks prior to any scheduled Customer Event, including practice times pursuant to this Agreement and throughout the term of the Agreement, the Festival shall provide Supplier with a valid Certificate of Insurance which references the Customer Event and confirms the above requirements and identifies major exclusions in the policy. The Customer Event shall provide Supplier a copy of the policy and any renewal or replacement certificates.

**Please Note:**

GWN does require a specific certificate issued only to GWN.

Under 'Additional Insured' Section: Great White North Communications Ltd. must be listed here.

Under 'Certificate Holder' Section: The holder of the certificate must be Great White North Communications Ltd. 1 Westside Dr., Unit 3, Etobicoke Ontario, Canada, M9C 1B3

## SCHEDULE E

### EQUIPMENT / LOGISTICS MANIFEST (\*\*SAMPLE\*\*)

Practice  Race Delivery Date:   
Delivery Date:   
Address:

E/LC Contact  Cell #:

Practice Equipment: Date/Time:

Boats	Paddles	PFDs	St Oars	Dr Sts	Drums	Dr sticks	Hds, Tls	Bumpers	Other
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Driver Signature:  E/LC Signature:

Event Equipment: Date/Time:

Boats	Paddles	PFDs	St Oars	Dr Sts	Drums	Dr sticks	Hds, Tls	Bumpers	Other
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Driver Signature:  E/LC Signature:

Extra Equipment: Date/Time:

*To be filled in by GWN Tech*

Boats	Paddles	PFDs	St Oars	Dr Sts	Drums	Dr sticks	Hds, Tls	Bumpers	Other
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Total Equipment Delivered:

Boats	Paddles	PFDs	St Oars	Dr Sts	Drums	Dr sticks	Hds, Tls	Bumpers	Other
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Damaged/Missing Equipment Summary:

Boats	Paddles	PFDs	St Oars	Dr Sts	Drums	Dr sticks	Hds, Tls	Bumpers	Other
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

E/LC Sig:  GWN Sig:

Event Start Time: E/LC Sig: GWN Sig:

Final Equipment Check Time: E/LC Sig: GWN Sig:

Comments/Feedback: