



**SANDUSKY CITY COMMISSION  
REGULAR SESSION AGENDA  
JUNE 12, 2023 AT 5 P.M.  
CITY HALL, 240 COLUMBUS AVENUE**

INVOCATION	Mr. Poggiali
PLEDGE OF ALLEGIANCE	
CALL TO ORDER	
ROLL CALL	D. Brady, S. Poggiali, D. Waddington, B. Harris, M. Meinzer, W. Poole, D. Murray
APPROVAL OF MINUTES	May 22, 2023 Regular Meeting
AUDIENCE PARTICIPATION	
SWEARING IN	Firefighters: Cory Allen, Marquis Bates, Promotion: Dustin Hamons
COMMUNICATIONS	Motion to accept all communications submitted below.
CURRENT BUSINESS	

**CONSENT AGENDA ITEMS**

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

**LIQUOR LICENSE FOR SIP & SPIN LLC**

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

**Notice to Legislative Authority for NEW C2 Liquor License,** Wine, and mixed beverages in sealed containers for carry out.

**For: Sip & Spin LLC, 151 Market Street.**

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

**LIQUOR LICENSE FOR ELEMENT ENTERTAINMENT LLC (DBA TEAHOUSE OF THE DANCING LADY)**

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

**Notice to Legislative Authority for Transfer of Existing 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: Element Entertainment LLC, DBA Teahouse of the Dancing Lady, 2215 Tiffin Avenue.**

**ITEM C – Submitted by Michelle Reeder, Finance Director **SECOND 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 D – Submitted by Michelle Reeder, Finance Director**

**BUDGET AMENDMENT #3**

**Budgetary Information:** Appropriation amendments are required to update the 2023 budget for these funds:

- Capital Projects Funds
- State Grant Funds
- Federal Grant Funds
- Cooke Building Improvement
- Water Funds
- Sewer Funds

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed adopting Amendment No. 3 to Ordinance No. 23-002 passed by this City Commission on January 9, 2023, making general appropriations for the fiscal year 2023; 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 FOR PERMANENT UTILITY EASEMENT TO COLUMBIA GAS ON JACKSON STREET PARKING LOT**

**Budgetary Information:** The cost of preparing the legal description for this and the recording of this easement will be borne by Columbia Gas of Ohio, Inc.

**ORDINANCE NO. \_\_\_\_\_:** It is requested that an ordinance be passed authorizing and directing the City Manager to grant a permanent utility easement to Columbia Gas of Ohio, Inc. on City property currently utilized as public parking at the Jackson Street Parking Lot, Sandusky; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

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

**APPROVAL OF SERVICE CENTER REPAIR & RESTORATION PROJECT CHANGE ORDER 1 & FINAL WITH GARLAND**

**Budgetary Information:** This original contract not to exceed was \$518,081.00. The final contract amount is \$517,213.28, which is a savings of \$867.72, and is being paid with Capital 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 Garland/DBS, Inc. of Cleveland, Ohio, for the Service Center Repair and Restoration Project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

**ITEM G – Submitted by Debi Eversole, Housing Development Specialist**

**APPROVAL OF PURCHASE AND SALE AGREEMENT OF LAND BANK PARCEL ON SECOND STREET**

**Budgetary Information:** The purchase price for this parcel is \$1,500.00 plus closing costs. Any costs and expenses associated with this property and purchase & sale agreement will be recouped by the City from the sale.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed declaring that certain real property owned by the City as part of the Land Reutilization Program identified as Parcel No. 57-03969.000, located at lot 383 on Second Street is no longer needed for any municipal purpose and authorizing the execution of a Purchase and Sale Agreement with respect to that real property; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

**ITEM H – Submitted by Debi Eversole, Housing Development Specialist**

**APPROVAL OF PURCHASE AND SALE AGREEMENT OF LAND BANK PARCEL 2201 CAMPBELL STREET**

**Budgetary Information:** The purchase price for this parcel is estimated to be \$1,151.50 and will be payable in full within 30 days of City Commission approval. Any costs and expenses associated with this property and purchase & sale agreement will be recouped by the City from the sale.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed declaring that certain real property owned by the City as part of the Land Reutilization Program identified as Parcel No. 57-00425.000, and located at 2201 Campbell Street, Sandusky, is no longer needed for any municipal purpose and authorizing the execution of a Purchase and Sale Agreement with respect to that real property; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

**ITEM I – Submitted by Debi Eversole, Housing Development Specialist**

**APPROVAL OF PURCHASE AND SALE AGREEMENT OF LAND BANK PARCEL 402 BELL STREET**

**Budgetary Information:** The purchase price for this parcel is estimated to be \$1,151.50 and will be payable in full within 30 days of City Commission approval. Any costs and expenses associated with this property and purchase & sale agreement will be recouped by the City from the sale.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed declaring that certain real property owned by the City as part of the Land Reutilization Program identified as Parcel No. 57-03076.000, and located at 402 Bell Street, Sandusky, is no longer needed for any municipal purpose and authorizing the execution of a Purchase and Sale Agreement with respect to that real property; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

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

**APPROVAL OF COMMUNITY HOUSING IMPACT & PRESERVATION PARTNERSHIP AGREEMENT WITH COUNTY**

**Budgetary Information:** There is no impact on the City’s General Fund. All of the projects in the program will be paid for through CHIP grant funds.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to enter into a partnership agreement between the City of Sandusky, the Board of Erie County Commissioners, the City of Huron, and the City of Vermilion relating to the Community Housing Impact and Preservation (CHIP) Program; approving the submission of a grant application by the Board of Erie County Commissioners on behalf of the City of Sandusky, Erie County, the City of Huron, and the City of Vermilion for financial assistance from the program year 2023 Community Housing Impact and Preservation (CHIP) Program through the Ohio Development Services Agency’s Office of Community Development; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

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

**APPROVAL OF OFFICE 365 ANNUAL AGREEMENT RENEWAL**

**Budgetary Information:** The cost for this service for a 12-month period will be \$43,404.00 and will be paid by the IT’s operating budget in the amount of \$21,702.00, by the Water Fund in the amount of \$10,851.00, and by the Sewer Fund in the amount of \$10,851.00.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to expend funds for the subscription licensing for Microsoft Office 365 for Government from Insight Public Sector of Hanover Park, Illinois, for the City’s e-mailing and Office 365 systems; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

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

**APPROVAL OF CY 2024 STS GRANT APPLICATION WITH OHIO TRANSIT PARTNERSHIP**

**Budgetary Information:** The 5311 Rural Transit Program and the Ohio Transit Partnership Program (OTP2) funds comprise a significant portion of STS’s budget and without this funding the system would not be able to operate.

**RESOLUTION NO. \_\_\_\_\_:** It is requested that a resolution be passed approving and ratifying the submission of a grant application to the Ohio Department of Transportation for State Fiscal Year 2024 Ohio Transportation Partnership Program grant funds for the Sandusky Transit System; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the City Charter.

**REGULAR AGENDA**

**ITEM 1 – Submitted by Aaron Klein, Public Works Director**

**APPROVAL PDS AGREEMENT FOR SANDUSKY BAY INITIATIVE PROJECT 2 WITH KS ASSOCIATES**

**Budgetary Information:** There is no impact to the City budget as all project activities totaling \$862,145 will be paid with reimbursed grant funds awarded from ODNR, via Ordinance 21-092 and Ordinance 20-115.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement for professional design services with KS Associates, Inc. of Elyria, Ohio, for the beneficial re-use of dredge material, Phase 2 of Project 2 related to the Sandusky Bay Initiative; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

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

**APPROVAL TO AWARD CONTRACT FOR THE EAST WATER STREET RESURFACING PROJECT TO GREAT LAKES**

**Budgetary Information:** The total construction cost shall not exceed \$952,053.00. The breakdown of funding sources is described below:

MPO/Federal Funds	\$474,477.00
Capital Projects Funds (Issue 8 – Streets)	\$117,053.00
Capital Projects Funds (Sandusky Bay Pathway)	\$200,000.00
American Rescue Plan Act Stimulus Funds	\$160,523.00
Total	\$952,053.00

The original cost from the MPO was based on a 79%/21% split in 2020 when the application was submitted for funding. However, project costs have increased since then due to unusual inflation and additional required drainage from storm sewer extensions and curb bump outs that will be installed to reduce crosswalk distances for pedestrian safety.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to enter into a contract with Great Lakes Demolition of Clyde, Ohio, for the East Water Street Resurfacing Project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

**ITEM 3 – Submitted by Josh Snyder, Public Works Engineer**

**APPROVAL TO PURCHASE BIWW GENERATOR CONTROL UNIT**

**Budgetary Information:** The cost shall not exceed \$489,416.00 and shall be paid for with Water Funds. This expenditure will be included in the 5-Year Capital Improvement Plan.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to expend funds for the purchase and installation of a new generator control unit from Cummins, Inc. of Columbus, Indiana, through the Sourcewell Cooperative Purchasing Program for the Big Island Water Works Plant (BIWW); and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

**ITEM 4 – Submitted by Colleen Gilson, Interim City Manager/Interim Community Development Director**

**APPROVAL OF ECONOMIC DEVELOPMENT GRANT AGREEMENT WITH FAMILY HEALTH SERVICES**

**Budgetary Information:** The City will be responsible for providing \$200,000 in grant proceeds from the Economic Development Capital Projects Fund and \$100,000 from Destination 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 \$300,000.00 through the Economic Development Fund Program to Family Health Services, LLC, in relation to the property located at 149 E. Water Street; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

**ITEM 5 – Submitted by Colleen Gilson, Interim City Manager/Interim Community Development Director**

**APPROVAL FOR RESOLUTION OF NECESSITY TO LEVY A TAX FOR RECREATION/COMMUNITY CENTER**

**Budgetary Information:** This tax levy is necessary to help offset the cost of operating and maintaining a Recreation/Community Center.

**RESOLUTION NO. \_\_\_\_\_:** It is requested a resolution be passed declaring the that the amount of taxes that may be raised by levies on the current tax duplicate within the ten-mill limitation will be insufficient to provide for the necessary requirements of the City of Sandusky and that it is necessary to levy an additional tax in excess of such limitation for parks and recreational purposes; and declaring that this resolution 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

8192702		NEW		SIP & SPIN LLC 151 E MARKET ST SANDUSKY OH 44870	
PERMIT NUMBER		TYPE			
ISSUE DATE					
05 09 2023					
FILING DATE					
C2					
PERMIT CLASSES					
22	077	B	D79795		
TAX DISTRICT		RECEIPT NO.			

FROM 05/11/2023

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



MAILED 05/11/2023

RESPONSES MUST BE POSTMARKED NO LATER THAN. 06/12/2023

**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 8192702**

(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:** Friday, May 19, 2023 6:32 AM  
**To:** Colleen Gilson; Cathy Myers; Mario D'Amico  
**Subject:** RE: NEW Liquor License #8192702 for Sip & Spin LLC

If Colleen has no objections, then neither does SPD.



**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)



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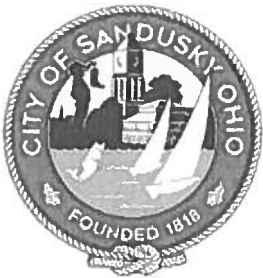
**From:** Colleen Gilson <[CGilson@cityofsandusky.com](mailto:CGilson@cityofsandusky.com)>  
**Sent:** Thursday, May 18, 2023 3:35 PM  
**To:** Cathy Myers <[CommissionClerk@cityofsandusky.com](mailto:CommissionClerk@cityofsandusky.com)>; Jared Oliver <[joliver@cityofsandusky.com](mailto:joliver@cityofsandusky.com)>; Mario D'Amico <[mdamico@cityofsandusky.com](mailto:mdamico@cityofsandusky.com)>  
**Subject:** RE: NEW Liquor License #8192702 for Sip & Spin LLC

After conversations with staff, I have no objections to this request.

---

**From:** Cathy Myers <[CommissionClerk@cityofsandusky.com](mailto:CommissionClerk@cityofsandusky.com)>  
**Sent:** Thursday, May 18, 2023 8:48 AM  
**To:** Colleen Gilson <[CGilson@cityofsandusky.com](mailto:CGilson@cityofsandusky.com)>; Jared Oliver <[joliver@cityofsandusky.com](mailto:joliver@cityofsandusky.com)>; Mario D'Amico <[mdamico@cityofsandusky.com](mailto:mdamico@cityofsandusky.com)>  
**Subject:** RE: NEW Liquor License #8192702 for Sip & Spin LLC

Sounds good, thanks!



**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)



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**From:** Colleen Gilson <[CGilson@cityofsandusky.com](mailto:CGilson@cityofsandusky.com)>  
**Sent:** Wednesday, May 17, 2023 6:00 PM

## Cathy Myers

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**From:** Mario D'Amico  
**Sent:** Friday, May 19, 2023 8:40 AM  
**To:** Colleen Gilson; Jared Oliver; Cathy Myers  
**Subject:** Re: NEW Liquor License #8192702 for Sip & Spin LLC

SFD has no issues with this request.



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:** Friday, May 19, 2023 7:18 AM  
**To:** Jared Oliver <joliver@cityofsandusky.com>; Cathy Myers <CommissionClerk@cityofsandusky.com>; Mario D'Amico <mdamico@cityofsandusky.com>  
**Subject:** RE: NEW Liquor License #8192702 for Sip & Spin LLC

Right on, Chief 😊.

Have a great day everyone.

**From:** Jared Oliver <joliver@cityofsandusky.com>  
**Sent:** Friday, May 19, 2023 6:32 AM  
**To:** Colleen Gilson <CGilson@cityofsandusky.com>; Cathy Myers <CommissionClerk@cityofsandusky.com>; Mario D'Amico <mdamico@cityofsandusky.com>  
**Subject:** RE: NEW Liquor License #8192702 for Sip & Spin LLC

If Colleen has no objections, then neither does SPD.



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)



## Cathy Myers

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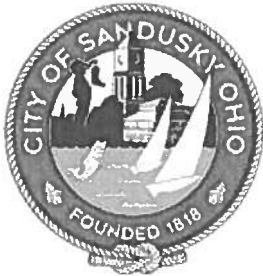
**From:** Colleen Gilson  
**Sent:** Thursday, May 18, 2023 3:35 PM  
**To:** Cathy Myers; Jared Oliver; Mario D'Amico  
**Subject:** RE: NEW Liquor License #8192702 for Sip & Spin LLC

After conversations with staff, I have no objections to this request.

---

**From:** Cathy Myers <CommissionClerk@cityofsandusky.com>  
**Sent:** Thursday, May 18, 2023 8:48 AM  
**To:** Colleen Gilson <CGilson@cityofsandusky.com>; Jared Oliver <joliver@cityofsandusky.com>; Mario D'Amico <mdamico@cityofsandusky.com>  
**Subject:** RE: NEW Liquor License #8192702 for Sip & Spin LLC

Sounds good, thanks!



**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)



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**From:** Colleen Gilson <CGilson@cityofsandusky.com>  
**Sent:** Wednesday, May 17, 2023 6:00 PM  
**To:** Cathy Myers <CommissionClerk@cityofsandusky.com>; Jared Oliver <joliver@cityofsandusky.com>; Mario D'Amico <mdamico@cityofsandusky.com>  
**Subject:** Re: NEW Liquor License #8192702 for Sip & Spin LLC

Thanks Cathy. I'll circle back after I learn a little about the project.

Colleen Gilson

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**From:** Cathy Myers <CommissionClerk@cityofsandusky.com>  
**Sent:** Wednesday, May 17, 2023 8:44:27 AM  
**To:** Colleen Gilson <CGilson@cityofsandusky.com>; Jared Oliver <joliver@cityofsandusky.com>; Mario D'Amico <mdamico@cityofsandusky.com>  
**Subject:** RE: NEW Liquor License #8192702 for Sip & Spin LLC

You know what, this is due back to the liquor agency by 06/12 – so I will respond to them right after the 6/12 meeting by email! So we have another 2 wks!!

OHIO DIVISION OF LIQUOR CONTROL  
6606 TUSSING ROAD  
P.O. BOX 4005  
REYNOLDSBURG, OHIO 43068-9005

NOTICE TO LEGISLATIVE AUTHORITY

2448191		TRFO		TO	
PERMIT NUMBER		TYPE		ELEMENT ENTERTAINMENT LLC	
ISSUE DATE				DBA TEAHOUSE OF THE DANCING LADY	
04-07-2023				2215 TIFFIN AV	
FILING DATE				SANDUSKY OHIO 44870	
D5					
PERMIT CLASSES					
22	077	A	F029501		
TAX DISTRICT			RECEIPT NO.		

FROM  
April 27, 2023

8267603				FROM	
PERMIT NUMBER		TYPE		CRAIG D SMITH	
ISSUE DATE				DBA TEAHOUSE OF THE DANCING LADY	
02-01-2020				2215 TIFFIN AV	
FILING DATE				SANDUSKY OHIO 44870	
D5					
PERMIT CLASSES					
22	077	A			
TAX DISTRICT			RECEIPT NO.		



MAILED 05/17/2023 mg

RESPONSES MUST BE POSTMARKED NO LATER THAN 06/17/2023 mg

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 A TRFO 2448191

(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  
☐ Clerk of City Council  
☐ Township Trustee

(Date)

CLERK OF SANDUSKY CITY COUNCIL  
240 COLUMBUS AVE  
SANDUSKY OHIO 44870

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

## Cathy Myers

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**From:** Jared Oliver  
**Sent:** Wednesday, May 24, 2023 2:37 PM  
**To:** Cathy Myers; Colleen Gilson; Mario D'Amico  
**Subject:** Re: TRFO (Transfer of an Existing Permit) Liquor License #2448191

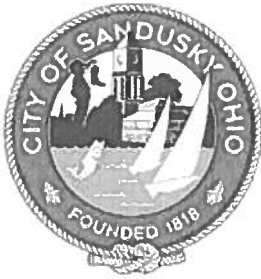
With the information that was received, SPD has no comments/concerns with this transfer.

Get [Outlook for iOS](#)

---

**From:** Cathy Myers <CommissionClerk@cityofsandusky.com>  
**Sent:** Wednesday, May 24, 2023 1:50:36 PM  
**To:** Colleen Gilson <CGilson@cityofsandusky.com>; Jared Oliver <joliver@cityofsandusky.com>; Mario D'Amico <mdamico@cityofsandusky.com>  
**Subject:** RE: TRFO (Transfer of an Existing Permit) Liquor License #2448191

FYI: We do not have to respond until 06/17.



**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)



**From:** Colleen Gilson <CGilson@cityofsandusky.com>  
**Sent:** Wednesday, May 24, 2023 1:24 PM  
**To:** Cathy Myers <CommissionClerk@cityofsandusky.com>; Jared Oliver <joliver@cityofsandusky.com>; Mario D'Amico <mdamico@cityofsandusky.com>  
**Subject:** RE: TRFO (Transfer of an Existing Permit) Liquor License #2448191

All –

Planning has had conversations with the owners of this establishment. I am attaching an email, with attachments, for everyone's knowledge.

Colleen

**From:** Cathy Myers <CommissionClerk@cityofsandusky.com>  
**Sent:** Wednesday, May 24, 2023 1:14 PM  
**To:** Jared Oliver <joliver@cityofsandusky.com>; Mario D'Amico <mdamico@cityofsandusky.com>; Colleen Gilson <CGilson@cityofsandusky.com>  
**Subject:** RE: TRFO (Transfer of an Existing Permit) Liquor License #2448191

## Cathy Myers

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**From:** Mario D'Amico  
**Sent:** Wednesday, May 24, 2023 3:19 PM  
**To:** Jared Oliver; Cathy Myers; Colleen Gilson  
**Subject:** Re: TRFO (Transfer of an Existing Permit) Liquor License #2448191

SFD has no issues with this transfer.



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)

---

**From:** Jared Oliver <joliver@cityofsandusky.com>  
**Sent:** Wednesday, May 24, 2023 2:37 PM  
**To:** Cathy Myers <CommissionClerk@cityofsandusky.com>; Colleen Gilson <CGilson@cityofsandusky.com>; Mario D'Amico <mdamico@cityofsandusky.com>  
**Subject:** Re: TRFO (Transfer of an Existing Permit) Liquor License #2448191

With the information that was received, SPD has no comments/concerns with this transfer.

Get [Outlook for iOS](#)

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**From:** Cathy Myers <CommissionClerk@cityofsandusky.com>  
**Sent:** Wednesday, May 24, 2023 1:50:36 PM  
**To:** Colleen Gilson <CGilson@cityofsandusky.com>; Jared Oliver <joliver@cityofsandusky.com>; Mario D'Amico <mdamico@cityofsandusky.com>  
**Subject:** RE: TRFO (Transfer of an Existing Permit) Liquor License #2448191

FYI: We do not have to respond until 06/17.



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240 Columbus Avenue | Sandusky, OH 44870  
T: 419.627.5850 | F: 419.627.5555  
[www.cityofsandusky.com](http://www.cityofsandusky.com)



**From:** Cathy Myers <[CommissionClerk@cityofsandusky.com](mailto:CommissionClerk@cityofsandusky.com)>

**Sent:** Wednesday, May 24, 2023 12:31 PM

**To:** Jared Oliver <[joliver@cityofsandusky.com](mailto:joliver@cityofsandusky.com)>; Mario D'Amico <[mdamico@cityofsandusky.com](mailto:mdamico@cityofsandusky.com)>; Colleen Gilson <[CGilson@cityofsandusky.com](mailto:CGilson@cityofsandusky.com)>

**Subject:** TRFO (Transfer of an Existing Permit) Liquor License #2448191

Please indicate for Commission if you have any objections/concerns.

Liquor License for: Element Entertainment LLC, DBA Teahouse of the Dancing Lady, 2215 Tiffin Avenue

D5: 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 2:30 am.



**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:** Colleen Gilson  
**Sent:** Thursday, May 25, 2023 3:30 PM  
**To:** Cathy Myers; Jared Oliver; Mario D'Amico  
**Subject:** RE: TRFO (Transfer of an Existing Permit) Liquor License #2448191  
**Attachments:** FW: Tea House Update

Cathy –

Community Development does not have objection to the TRFO (Transfer of an Existing Permit) Liquor License #2448191

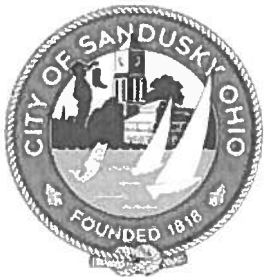
For your information, however, I am attaching an email that will share information of exchanges between our staff and a caller regarding (re)establishing the business.

Colleen

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**From:** Cathy Myers <CommissionClerk@cityofsandusky.com>  
**Sent:** Wednesday, May 24, 2023 1:51 PM  
**To:** Colleen Gilson <CGilson@cityofsandusky.com>; Jared Oliver <joliver@cityofsandusky.com>; Mario D'Amico <mdamico@cityofsandusky.com>  
**Subject:** RE: TRFO (Transfer of an Existing Permit) Liquor License #2448191

FYI: We do not have to respond until 06/17.



**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)



---

**From:** Colleen Gilson <CGilson@cityofsandusky.com>  
**Sent:** Wednesday, May 24, 2023 1:24 PM  
**To:** Cathy Myers <CommissionClerk@cityofsandusky.com>; Jared Oliver <joliver@cityofsandusky.com>; Mario D'Amico <mdamico@cityofsandusky.com>  
**Subject:** RE: TRFO (Transfer of an Existing Permit) Liquor License #2448191

All –

Planning has had conversations with the owners of this establishment. I am attaching an email, with attachments, for everyone's knowledge.

Colleen



COMMUNITY DEVELOPMENT

*Division of Planning*  
240 Columbus Ave  
Sandusky, Ohio 44870  
419.627.5891

May 16, 2023

Jonathan K. Robinson  
4512 Willard West Rd.  
Willard, OH 44890

Element Entertainment, LLC  
2215 Tiffin Ave  
Sandusky, OH 44870

**Re: reopening of "Tea House of the Dancing Lady" Bar at 2215 Tiffin Ave. (Parcel No. 58-01472.000)**

Mr. Robinson,

Please be advised that the use of "sexually oriented business" at the property address (2215 Tiffin Ave.) does not comply with our zoning ordinance. A zoning verification letter dated June 13, 2022, was received by the owner at that time. **If the business is not in operation as of June 13, 2023, the legal-nonconforming status will expire, and the use will not be permitted per our zoning ordinance.**

If you have any questions, you can reach out to Chief Planner, Arin Blair at 419.627.5873

See Attached:

- Application for operating a Sexually Oriented Business in the City of Sandusky and
- June 13, 2022 Zoning Verification Letter from the Planning Division.

Sincerely,



Arin Blair, AICP  
Chief Planner

**CITY OF SANDUSKY, OHIO**  
**SEXUALLY ORIENTATED BUSINESS APPLICATION**

Applicant's Legal Name and all aliases:

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Applicant's Mailing Address, Residential  
Address and phone number:

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Name, address and phone number of individuals with an investment of 20%  
or more in the business:

1.

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2.

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3.

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4.

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Address and phone number  
of proposed business:

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Classification of license requested  
(Ex. Adult motel, adult bookstore)

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Name of business:

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Complete name of corporation and  
date of incorporation:

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Name of registered corporate agent and  
address of registered office for service  
of process:

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Names and capacities of all officers,  
directors, and principle stockholders:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

Is the applicant(s) at least 18 years of age? \_\_\_\_\_ yes \_\_\_\_\_ no

Has the applicant(s) been convicted of a criminal act? If so, list the parties name, position,  
felony, date of conviction, place, and jurisdiction.

1. \_\_\_\_\_
2. \_\_\_\_\_

Does the applicant(s) have a similar license for a sexually orientated business in another  
city? \_\_\_\_\_ yes \_\_\_\_\_ no

If yes, where? \_\_\_\_\_

If yes, has the license ever been revoked and why? \_\_\_\_\_ yes \_\_\_\_\_ no

Are there any other sexually orientated businesses within 1,000 ft. of the property that this  
license will be used for? \_\_\_\_\_ yes \_\_\_\_\_ no

Is there an institution, synagogue, school, or public park or recreation area with in 1,000 ft.  
of the property to be used? \_\_\_\_\_ yes \_\_\_\_\_ no

Drivers License # \_\_\_\_\_ Social Security # \_\_\_\_/\_\_\_\_/\_\_\_\_

State of Federal Tax Identification # \_\_\_\_\_

**Required Attachments:**

\_\_\_\_\_ Legal description of the site

\_\_\_\_\_ Photo identification

\_\_\_\_\_ Proof of age

**Required Attachments Continued**

\_\_\_\_\_ Sketch showing the configuration of the premises, including the total floor space  
that will be occupied by the business (should be to scale)

\_\_\_\_\_ Plot plan

\_\_\_\_\_ Proof that the corporation is in good standing under the laws of it's state of  
incorporation

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I affirm that all the above material is true to the best of my knowledge, and I am  
responsible for ensuring that any person to be employed at this establishment must  
complete an employee application

Applicant:

\_\_\_\_\_  
(printed name)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date)

Any individual having an investment of at least 20% in the business:

\_\_\_\_\_  
(printed name)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(printed name)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(printed name)

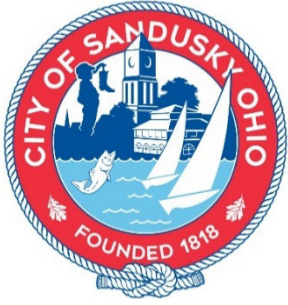
\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(printed name)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date)



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## FINANCE DEPARTMENT

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 (205th)** 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.

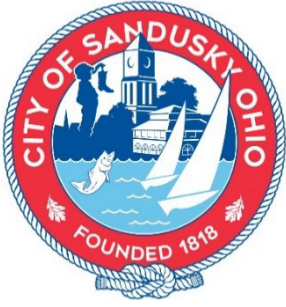
Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted 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: June 12, 2023 (effective after 30 days)



## 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 23, 2023  
RE: Commission Agenda Item

### **ITEM FOR CONSIDERATION:**

Ohio Rev. Code Section 5705.40 states that any appropriation ordinance or measure may be amended or supplemented, provided that such amendment or supplement shall comply with all provisions of law governing the taxing authority in making an original appropriation and that no appropriation for any purpose shall be reduced below an amount sufficient to cover all unliquidated and outstanding contracts or obligations certified from or against the appropriation. I am submitting amendment #3 to the 2023 General Appropriations.

### **BUDGETARY INFORMATION:**

Appropriation amendments are required to update the 2023 budget for these funds:

- Capital Projects Funds
- State Grant Funds
- Federal Grant Funds
- Cooke Building Improvement
- Water Funds
- Sewer Funds

### **ACTION REQUIRED:**

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

I concur with this recommendation:

---

John Orzech  
Interim City Manager

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Michelle Reeder  
Finance Director

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

AN ORDINANCE ADOPTING AMENDMENT NO. 3 TO ORDINANCE NO. 23-002 PASSED BY THIS CITY COMMISSION ON JANUARY 9, 2023, MAKING GENERAL APPROPRIATIONS FOR THE FISCAL YEAR 2023; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City Commission made general appropriations for the Fiscal Year 2023 Operating Budget by Ordinance No. 23-002, passed on January 9, 2023; and

WHEREAS, this City Commission adopted Amendment No. 1 to Ordinance No. 23-002 to cover deficiencies or needs which existed in the General, Street, State Grants, Capital Projects, Urban Renewal Debt Retirement, Water, and Sewer Funds by Ordinance No. 23-035, passed on February 27, 2023; and

WHEREAS, this City Commission adopted Amendment No. 2 to Ordinance No. 23-002 to cover deficiencies or needs which existed in the General, Capital Projects, Water and Sewer Funds by Ordinance No. 23-093, passed on April 24, 2023; and

WHEREAS, this Ordinance has been prepared to cover deficiencies or needs which exist in the State Grants, Federal Grants, Cooke Building Improvement TIF, Capital Projects, Water and Sewer Funds; and

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

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

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

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

Section 1. Ordinance No. 23-002 passed by this City Commission on the 9<sup>th</sup> day of January, 2023, be amended as hereinafter set forth:

DEPARTMENT	PERSONAL SERVICES	OTHER	TOTAL
STATE GRANTS	9,342	-	9,342
FEDERAL GRANTS	200,000	(200,000)	-
COOKE BUILDING IMPROVEMENT TIF		150,000	150,000

CAPITAL PROJECTS FUND	-	573,175	573,175
WATER FUNDS	-	170,000	170,000
SEWER FUND	-	247,500	247,500
TOTAL ALL FUNDS	209,342	940,675	1,150,017

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

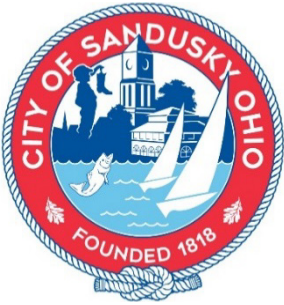
Section 3. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining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

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

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

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

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



## 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, Public Works Engineer

**Date:** May 22, 2023

**Subject:** **Commission Agenda Item – Granting a Permanent Utility Easement to Columbia Gas of Ohio, Inc. on City Property (Jackson Street Parking Lot)**

**Items for Consideration:** Requesting legislation granting a permanent utility easement to Columbia Gas of Ohio, Inc. on City Property (Jackson Street Parking Lot)

**Background Information:** In order for the Sandusky State Theater Expansion project to progress, re-location of utilities are involved. In this instance, Columbia Gas of Ohio, Inc. needs to route gas line service coming from Water Street in a 10' swath, extending approximately 150' to an existing public alley. This land runs Southerly from, and mostly perpendicular to Water Street into the Jackson Street Parking Lot, overlapping parcel numbers 56-64003.000, 56-64004.000, and 56-64005.000. See attached Exhibits Aattached to the legislation.

This specific location does not restrict or prohibit future planned projects on or near the site, as this specified area would be required to stay as "open space" for Fire access to the rear of the theater, once expanded.

If approved, it is anticipated that these easement documents will be signed and recorded in June. Upon recording of this easement, Columbia Gas of Ohio, Inc. will plan and construct their facilities as needed in this area.

**Budgetary Information:** The cost of preparing the legal description for this and the recording of this easement will be borne by Columbia Gas of Ohio, Inc.

**Action Requested:** It is requested that the proper legislation be prepared granting a permanent utility easement to Columbia Gas of Ohio, Inc. on City Property (Jackson Street Parking Lot). It is further requested that this legislation be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order for the easement agreement to be immediately executed and recorded prior to any construction on the property.

I concur with this recommendation:

---

John Orzech  
Interim City Manager

---

Aaron Klein  
Director

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

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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO GRANT A PERMANENT UTILITY EASEMENT TO COLUMBIA GAS OF OHIO, INC. ON CITY PROPERTY CURRENTLY UTILIZED AS PUBLIC PARKING AT THE JACKSON STREET PARKING LOT, SANDUSKY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, a permanent utility easement has been requested by Columbia Gas of Ohio, Inc. on City property currently utilized as public parking at the Jackson Street Parking Lot, to relocate gas service for the Sandusky State Theater; and

**WHEREAS**, in order for the State Theatre Expansion Project to progress, it is necessary to re-locate gas service from Water Street in a 10 foot strip, extending approximately 150 feet to an existing public alley and running southerly from, and mostly perpendicular to Water Street into the Jackson Street Parking Lot; and

**WHEREAS**, the proposed Easement, a copy of which is attached and marked Exhibit "1", grants Columbia Gas of Ohio, Inc. permission to lay pipelines, including lateral pipeline connections, together with service connections, over and through the premises, and to operate and maintain without restriction or limitation, repair, replace, or change the size of its pipes without interruption to service and remove same, together with valves and other necessary appurtenances on City property, more specifically described in Exhibit "A", and attached to the Easement Agreement; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order for the easement agreement to be immediately executed and recorded prior to any construction on the property; and

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

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

Section 1. This City Commission authorizes and directs the City Manager to execute the Easement Agreement on behalf of the City granting a Permanent Easement to Columbia Gas of Ohio, Inc. for the purpose of relocating gas service located on City property currently utilized as public parking at the Jackson Street

Parking Lot, substantially in the same forms as attached to this Ordinance, marked Exhibit “1” and is specifically incorporated if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the City’s public purpose.

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

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

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

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

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

Passed: June 12, 2023

Easement No. \_\_\_\_\_

**EASEMENT**

FOR AND IN CONSIDERATION of One Dollar (\$1.00) and other good and valuable consideration to it in hand paid, receipt of which is hereby acknowledged, **CITY OF SANDUSKY, A MUNICIPAL CORPORATION ORGANIZED UNDER THE LAWS OF OHIO** (hereinafter called the Grantor), does hereby grant to **COLUMBIA GAS OF OHIO, INC.**, with principal offices at 290 West Nationwide Boulevard, Columbus, Ohio 43215, (hereinafter called the Company), its successors and assigns, the right to lay pipelines, including lateral pipeline connections, together with service connections, over and through the premises hereinafter described, and to operate and maintain without restriction or limitation, repair, replace, or change the size of its pipes without interruption to service and remove same, together with valves and other necessary appurtenances on lands situated in the City of Sandusky, Erie County, State of Ohio, being the land of the Grantor as described in Exhibit "A" attached and made a part hereof, and more particularly described as follows:

Recorded In: Vol. 435 Page 485

Permanent Parcel No.: 56-64004.000, 56-64003.000, 56-64005.000

Property Address: 40 Water St West ½, 40 Water St W ½ of E 1/2

The pipelines laid pursuant to the terms and conditions of this Easement Agreement shall be located within the limits of a ten foot (10') wide easement as shown on Exhibit A attached hereto and made part hereof; the ten-foot-wide area is referred to as the "Easement Area."

With the right of ingress and egress to and from the same, the Grantor may fully use and enjoy the said premises, except for the purposes hereinbefore granted to the Company and will not in any way impair the ability of the Company to operate, maintain, repair, replace or remove any such pipeline facility.

Grantor shall not construct or permit to be constructed or place any house, leach beds, septic tanks, or other obstructions on or over the Easement Area that will interfere with the construction, maintenance, operation, replacement or repair of the pipelines or appurtenances constructed hereunder. However, the Grantor may install equipment and construct lots or routes on and over the Easement Area in order to facilitate vehicular and pedestrian access and parking services.

All pipes shall be buried so as not to interfere with the present use of the land.

The Company shall replace the area disturbed by the laying, construction, operation, and maintenance of said pipelines to as near as practical to its original condition.

The Grantor and the Company have agreed as a part of the consideration hereof that any damages to lawn, driveways, permitted shrubbery, drain tiles, crops, or permitted fences on said premises, the amount of which cannot be mutually agreed upon, shall be determined by a panel of arbitrators composed of three disinterested persons, of whom the Grantor and the Company shall appoint one each and the two arbitrators so appointed shall appoint the third, the award of any two of whom shall be final and a condition precedent to the institution of any legal proceedings hereunder.

With regard to the lands encompassed by this Easement, Grantor represents that, to the best of its knowledge:

1. No pollutants, contaminants, petroleum or hazardous substances have been disposed or released on or under the Easement Area which would cause or threaten to cause an endangerment to human health or the environment or require clean up;
2. Neither the Easement Area, nor any portion thereof, is legally or contractually restricted as to its use or is subject to special environmental protection that would affect the use of the Easement Area for Company's intended use; and,
3. The Easement Area is not currently and has not previously been used for commercial or industrial purposes.

Grantor further represents that it has informed Company, prior to execution of this Easement Agreement, of any and all pollutants, contaminants, petroleum, hazardous substances and endangerments which the Grantor knows or has reason to know exist or may exist on or under the Easement Area.

Grantor and Company agree that, except to the extent caused by the acts or omissions of the Company or its representatives and contractors, the Company shall not be liable for, and is hereby released from, any and all claims, damages, losses, judgments, suits, actions and liabilities, whether arising during, prior to or subsequent to the term of this Easement Agreement, related to the presence of pollutants, contaminants, petroleum, hazardous substances, or endangerments in, beneath or along the Easement Area.

The rights, privileges and terms hereby shall extend to and be binding upon the Grantor and the Company and their respective representatives, heirs, successors and assigns.

IN WITNESS WHEREOF, the Grantor hereto has hereunto set its hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

GRANTOR

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

STATE OF OHIO )  
 ) SS:  
COUNTY OF ERIE )

This is an acknowledgment. No oath or affirmation was administered for this notarial act.

Before me, a Notary Public in and for said County and State personally appeared \_\_\_\_\_ of the aforementioned,  
Name(s)  
\_\_\_\_\_, who represented that. \_\_\_\_\_  
Company he/she/they is/are  
duly authorized in the premises, and who acknowledged that \_\_\_\_\_ did  
he/she/they  
sign the foregoing instrument, and that the same is \_\_\_\_\_ free act and deed as such  
his/her/their  
\_\_\_\_\_ and the free act and deed of said.  
Title(s)  
\_\_\_\_\_.  
Company

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal this \_\_\_\_\_ day  
of \_\_\_\_\_ 20\_\_\_\_\_.

My Commission Expires:

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_

THIS INSTRUMENT PREPARED BY:  
COLUMBIA GAS OF OHIO, INC.  
JO#: 22-1432590-00 // LLAROCK

## EXHIBIT "A"-1

### PERMANENT EASEMENT TO COLUMBIA GAS OF OHIO INC. ON THE PROPERTY OF THE CITY OF SANDUSKY, BEING PART OF LOT 40, WATER STREET, FIRST WARD, WITHIN THE CITY OF SANDUSKY, ERIE COUNTY, OHIO

Commencing at the center of a monument box lid, found at the intersection of Jackson and Water Street;

L-1 Thence North 66° 12' 32" East, along the centerline of Water Street (having a 74.25 foot full right-of-way width), a distance of 200.72 feet to a point;

L-2 Thence, South 23° 41' 50" East, a distance of 37.13 feet to a point on the Southerly right-of-way line of said Water Street, said point being the Point of Beginning of the property herein described;

L-3 Thence, North 66° 12' 32" East, along said right-of-way line a distance of 10.00 feet to a point at the northwest corner of the property owned by Sandusky State Theater, as described in R.N 200406855;

L-4 Thence, South 23° 41' 11" East, along said property line a distance of 150.07 feet to a point;

L-5 Thence, South 66° 11' 23" West, a distance of 10.00 feet to a point;

L-6 Thence, North 23° 41' 11" West, a distance of 150.07 feet to the Point of Beginning, containing 1501 square feet.



Columbia Gas J.O.# 22-1432590-00  
Drawn: SDC  
Checked: CRG  
Date: 05/09/2023  
Job No.: 20235467  
Page: 1-Of-2

# EXHIBIT "A"-2

PERMANENT EASEMENT TO COLUMBIA GAS OF OHIO INC. ON THE  
PROPERTY OF THE CITY OF SANDUSKY, BEING PART OF LOT 40, WATER  
STREET, FIRST WARD, WITHIN THE CITY OF SANDUSKY, ERIE COUNTY, OHIO

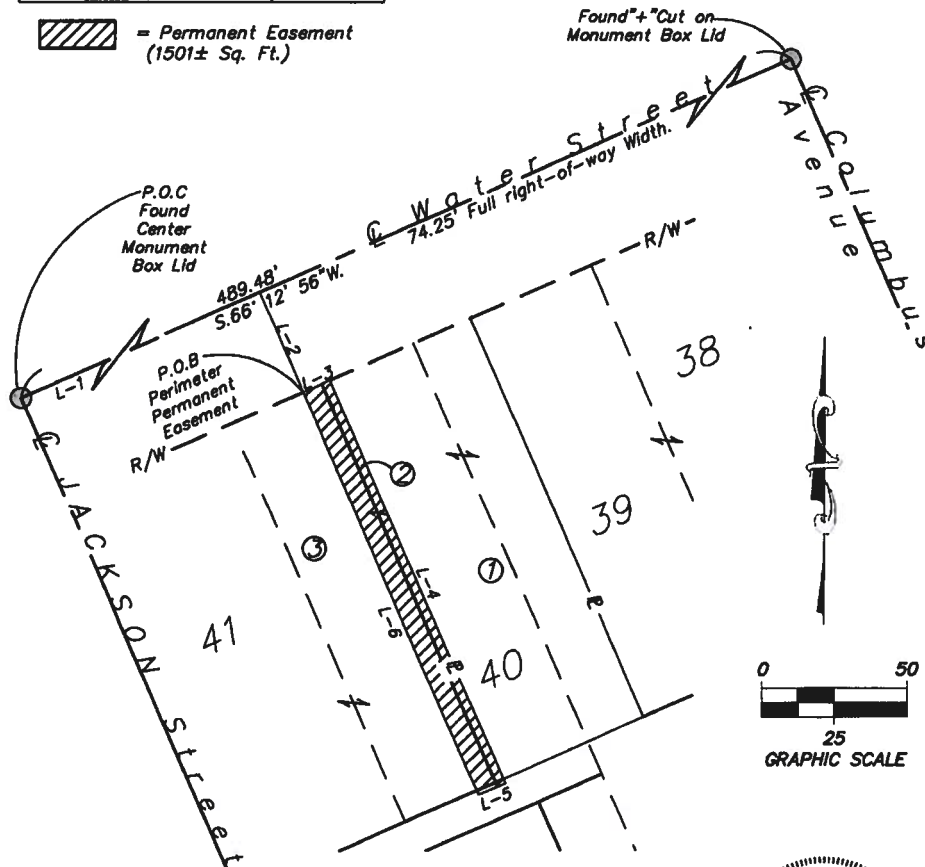
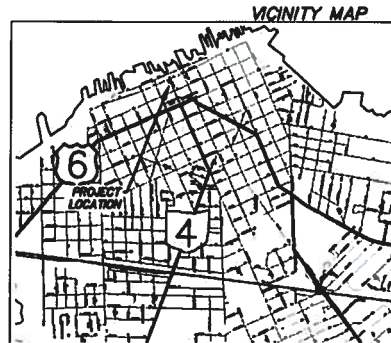
- ① Sandusky State Theater  
R.N 200406855  
56-64005.000
- ② City of Sandusky  
D.V 435, page 485  
56-64003.000
- ③ City of Sandusky  
D.V 435, page 485  
56-64004.000

LINE TABLE

Line	Bearing	Distance
L-1	N. 66° 12' 32" E.	200.72'
L-2	S. 23° 41' 50" E.	37.13'
L-3	N. 66° 12' 32" E.	10.00'
L-4	S. 23° 41' 11" E.	150.07'
L-5	S. 66° 11' 23" W.	10.00'
L-6	N. 23° 41' 11" W.	150.07'



= Permanent Easement  
(1501± Sq. Ft.)

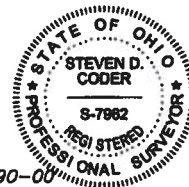


*Steven D. Coder* 05-22-2023  
Steven D. Coder P.S. #7962 Date

Bearings shown herein are based on an assumed meridian and are intended to depict angular measurement only. Note: This is not a boundary survey and is only intended to illustrate easement area.



Columbia Gas J.O.# 22-1432590-00  
Drawn: SDC  
Checked: CRG  
Date: 05/09/2023  
Job No.: 20235467  
Page: 2-OF-2





## 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 22, 2023

**Subject: Commission Agenda Item – Change Order 1 & Final for the City Service Center Repair and Restoration Project**

**ITEM FOR CONSIDERATION:** Requesting legislation for approval of Change Order #1 and Final for the City Service Center Repair and Restoration project.

**BACKGROUND INFORMATION:** Through Commission approval at the December 13, 2021, meeting, via Ordinance 21-199 a contract was awarded to Garland/DBS, INC., of Cleveland, Ohio, through a joint purchasing program U.S. Communities (AKA OMNIA Partners) Government Purchasing Alliance, member number 2417304 and using Garland/DBS Inc. Master Intergovernmental Cooperative Purchasing Agreement (MICPA) # PW1925.

The project consisted of;

- Masonry tuck-pointing, priming and painting of block;
- Priming and painting of the steel siding;
- Replacement of deteriorated sections of steel siding;
- Powerwashing, priming and painting/waterproof sealing the roof;
- Spot patching areas of the metal roof;
- Replacing and re-piping of the gutters and downspouts;
- Installation of a wider “ridge vent” to prevent water intrusion;
- Installation of skylight safety protection;
- Replacement of the roof access hatch;
- Caulk around the windows;
- Replacement of an interior garage door.

There is a small price reduction in the work, netting in a change order reducing the contract price by \$867.72, this comes from differing prices in materials and labor.

**BUDGETARY INFORMATION:** This original contract not to exceed was \$518,081.00. The final contract amount is \$517,213.28, which is a savings of \$867.72, and is being paid with Capital Funds.

**ACTION REQUESTED:** It is requested that legislation be prepared approving Change Order #1 and Final for the City Service Center Repair and Restoration Project and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter close out the completed project.

I concur with this recommendation:

John Orzech  
Interim City Manager

Aaron M. Klein, P.E.  
Director

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

## DEPARTMENT OF PUBLIC WORKS

**Construction Work Order No.: 1 & Final**

**ORDINANCE NO. 21-199**

**Cleveland, OH 44105**

Order is hereby issued and accepted for the following additions to or deductions from the quantities as specified in the original contract.

[illegible]

\$ (867.72)

Contractor

Public Works Engineer

**% Increase = -0.2%**

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

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO APPROVE THE FIRST & FINAL CHANGE ORDER FOR WORK PERFORMED BY GARLAND/DBS, INC. OF CLEVELAND, OHIO, FOR THE SERVICE CENTER REPAIR AND RESTORATION PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

**WHEREAS**, the Service Center Repair and Restoration Project involved the installation of a new safety screen system over all existing fiberglass skylights, removal and replacement of existing roof access hatch system, removal and replacement of all existing gutters and downspouts, and masonry tuck pointing and vertical painting to the exterior of the facility; and

**WHEREAS**, this City Commission authorized and directed the City Manager to expend funds to Garland/DBS, Inc. of Cleveland, Ohio, through the U.S. Communities Government Purchasing Alliance (a.k.a. OMNIA Partners) for the Service Center Repair and Restoration Project by Ordinance No. 21-199, passed on December 13, 2021; and

**WHEREAS**, this First & Final Change Order reflects the actual work performed in the field by the contractor and the actual cost of materials; and

**WHEREAS**, the original contract with Garland/DBS, Inc., was \$518,081.00, and with the **deduction** of this First & Final Change Order in the amount of \$867.72, the final contract cost is \$517,213.28 and is being paid with Capital Funds; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter 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 Service Center Repair and Restoration Project and to **deduct** from the contract amount the sum of Eight Hundred Sixty-Seven and 72/100 Dollars (\$867.72) resulting in the final contract

cost of Five Hundred Seventeen Thousand Two Hundred Thirteen and 28/100 Dollars (\$517,213.28) with Garland/DBS, Inc. of Cleveland, 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.

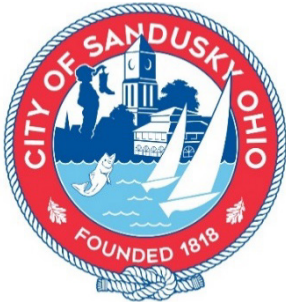
Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted 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: June 12, 2023



## COMMUNITY DEVELOPMENT

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

TO: John Orzech, Interim City Manager

FROM: Debi Eversole, Housing Development Specialist

DATE: May 23, 2023

RE: City Commission Agenda Item – Sale of Land Bank Parcel #57-03969.000 – Second Street

**ITEM FOR CONSIDERATION:** The purpose of this communication is to request approval of legislation allowing the City Manager to execute a 'Purchase & Sale Agreement' for one (1) parcel of land currently in the City of Sandusky's Land Reutilization Program, that is no longer needed for any municipal purpose located at Lot 383 on Second Street, further identified by the Auditor as Erie County Parcel No. 57-03969.000.

**BACKGROUND INFORMATION:** Pursuant to Ordinance No. 07-026 passed June 11, 2007, the City is conducting a Land Reutilization Program in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. The City Commission approved acquisition of the parcel on 12/8/2008, pursuant to Resolution 035-08R. The City received a Sheriff's Deed for the parcel on 8/12/2015, through foreclosure for delinquent real estate taxes.

The vacant parcel, No. 57-03969.000, is zoned R1-40 "Single Family Residential". The lot size is approximately 40' x 135' and not aesthetically pleasing in its current state. Richard Reeder has requested the vacant nonproductive land to construct a two-story residential structure, approximately 28' x 60' that will host a large storage area, kitchen and bathroom on the first floor. The second floor will be 3 bedrooms and 1.5 baths. The upper portion will occasionally host family and will NOT be used for short-term rental. The Land Bank Committee approved the request at their scheduled meeting on May 15, 2023.

The City of Sandusky has been maintaining this parcel for almost 8 years and new residential development is desired in this area, as there is a lot of vacant land in the area between First and Fifth Streets.

The purchase and sale of this property is subject to City Commission approval. Mr. Reeder has offered to pay \$1,500.00 plus closing costs for the property, which is not less than the fair market value as determined by the City of Sandusky in accordance with the provisions of Chapter 5722 of the Ohio Revised Code and the City of Sandusky's Land Reutilization Program Policy and Procedures.

The sale of the parcel to Mr. Reeder will provide new residential in-fill housing that will protect and enhance surrounding property values. Not only will this vacant non-productive parcel be put back into tax producing status, but the new residential construction will provide increased revenue for the taxing districts. The taxing districts will begin collecting approximately one hundred fifteen (\$115.00) dollars per year in real estate taxes, which will increase once the structure is complete.

**BUDGET IMPACT:** The purchase price for this parcel is \$1,500.00 plus closing costs. Any costs and expenses associated with this property and purchase & sale agreement will be recouped by the City from the sale.

**ACTION REQUESTED:** It is requested legislation be adopted allowing the City Manager to enter into a purchase & sale agreement with Richard Reeder to sell the property no longer needed for any municipal purpose located at Lot 383 on Second Street, and further identified by the Auditor as Erie County Parcel No. 57-03969.000 for the purchase price of one thousand five hundred dollars (\$1,500.00) plus closing costs. It is usual and customary to complete the closing of a real estate sale within thirty (30) days, and the applicant is ready to break ground soon, therefore it is further requested that the legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter in order to promptly execute the closing.

---

Debi Eversole,  
Housing Development Specialist

I concur with this recommendation:

---

Colleen Gilson,  
Interim Community Development Director/  
Interim Assistant City Manager

---

John Orzech,  
Interim City Manager

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

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

**AN ORDINANCE DECLARING THAT CERTAIN REAL PROPERTY OWNED BY THE CITY AS PART OF THE LAND REUTILIZATION PROGRAM IDENTIFIED AS PARCEL NO. 57-03969.000, LOCATED AT LOT 383 ON SECOND STREET IS NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE AND AUTHORIZING THE EXECUTION OF A PURCHASE AND SALE AGREEMENT WITH RESPECT TO THAT REAL PROPERTY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

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

**WHEREAS**, the City Commission authorized the acquisition of the property located at Lot 383 on Second Street, Parcel No. 57-03969.000, by Resolution No. 035-08R passed on December 8, 2008, under said Land Reutilization Program, which property is more specifically described in Exhibit "A" (the "Property") attached to a certain Purchase Agreement, a copy of which is marked Exhibit "1" with respect thereto (the "Purchase Agreement"), which property is no longer needed for any municipal purposes; and

**WHEREAS**, Richard Reeder has requested to acquire this vacant nonproductive land to construct a two-story residential structure with a large storage area, kitchen and bathroom on the first floor and three (3) bedrooms and one and one-half (1.5) baths on the second for the purpose of storage and occasionally hosting for family; and

**WHEREAS**, the Land Bank Committee met on May 15, 2023, and approved the acquisition and sale of this property to Richard Reeder at the purchase price of \$1,500.00, plus closing costs and is not less than fair market value in accordance with the provisions of Chapter 5722 of the Ohio Revised Code and the City's Land Reutilization Policies and Procedures; and

**WHEREAS**, the City will recoup the costs and expenses associated with this property and purchase & sale agreement from the sale proceeds; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to promptly execute the closing within (30) days as usual and customary in the sale of real estate; and

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

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

Section 1. This City Commission finds, determines and declares that the Property, Parcel No. 57-03969.000, located at Lot 383 on Second Street, Sandusky, more specifically described in Exhibit "A", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, is no longer needed for any municipal purpose and that the execution of the Purchase Agreement providing for the sale, pursuant to Section 25 of the Charter of this City, to the Purchaser of the Property at the purchase price set forth in the Purchase Agreement, is in the economic interest of the City and in furtherance of the City's Land Reutilization Program referenced in those preambles in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. The City Manager is hereby authorized and directed to execute the Purchase Agreement on behalf of the City, substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the City's public purpose. Upon the exercise by the Purchaser to purchase the Property pursuant to that Purchase Agreement, the City Manager is also hereby authorized and directed on behalf of the City to execute a quit claim deed conveying the Property to the Purchaser, which quit claim deed shall be in a form satisfactory to the Law Director. The City Manager, Law Director, Finance Director, and other City officials, as appropriate, are each hereby authorized to execute and deliver such instruments, certificates and other documents and take such actions as are necessary and in the best interests of the City in order to carry out and consummate the foregoing actions authorized by this Ordinance.

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

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

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

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

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

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

Passed: June 12, 2023

## **PURCHASE AND SALE AGREEMENT**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2023, by and between the City of Sandusky, Erie County, Ohio, a Municipal Corporation, 240 Columbus Ave, Sandusky, Ohio hereinafter referred to as the "Seller" and Richard Reeder, 564 Nantucket Drive, Sandusky, Ohio 44870 hereinafter referred to as the "Purchaser".

WITNESSETH:

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

1. The Seller agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Seller, one unimproved parcel of real property located at Second Street, Sandusky, Ohio, and identified as Erie County Parcel No. 57-03969.000, and more fully described in the legal description marked Exhibit "A" and attached hereto.
2. The total purchase price for the real property located at Second Street, Sandusky, Ohio, shall be one thousand five hundred dollars (\$1,500.00) plus closing costs, which is not less than the fair market value set by the Land Bank Committee.
3. Seller shall furnish to Purchaser a quit claim deed conveying to Purchaser all of the Seller's interest in the Property. The Property shall be free and clear of the liens, taxes, assessments, penalties and interest prior to the date of closing. Purchaser shall pay all of the taxes and assessments due and payable after the date of closing.
4. Purchaser shall construct one (1) single-family residential dwelling on the Property in accordance with the plans attached hereto and incorporated herein as Exhibit "B", which shall not be used for short-term rental. Completion of construction shall occur within twelve (12) months from the date Purchaser acquires title. If the Purchaser fails to complete construction within twelve (12) months from the date Purchaser acquires title, the title to the Property together with all improvements made or erected shall automatically be forfeited and revert to and vest in the City of Sandusky. The City shall have the right to re-enter and take possession of the property. An extension of twelve (12) additional months may be granted by the Land Bank Committee upon written request from the Purchaser prior to the original twelve (12) month deadline.
5. The closing date of this transaction shall be no later than July 31, 2023 or at such other time as may be mutually agreed upon, in writing, by the parties. The escrow agent herein shall be Hartung Title Agency, 327 E. Washington Street, Sandusky, Ohio 44870. All funds and documents required to close this transaction shall be deposited with said escrow agent on or before the closing date. An executed counterpart of this Agreement shall be deposited with the escrow agent by the Seller and this Agreement shall serve as the escrow instructions. The escrow agent may attach its standard conditions of acceptance thereto; provided, however, that in the event such standard conditions are inconsistent or in conflict with the terms of this Agreement, this Agreement shall control.

6. The Seller and the Purchaser represent that no real estate broker or agent was involved in this transaction and that no brokerage fees, commissions, or other compensation is due any real estate broker or agent because of this transaction.
7. On the closing date, the escrow agent shall file for record the deeds, and other instruments, if any, required to be recorded pursuant to this Agreement and thereupon deliver to each of the parties, the funds and documents to which they shall be respectively entitled, together with its escrow statement.
8. The expenses of closing shall be paid in the following manner:
  - a) The cost of securing a title insurance commitment and policy of insurance shall be paid by Purchaser.
  - b) The cost of preparing, executing, and acknowledging any deeds or other instruments required to convey title to Purchaser in the manner described in this Agreement shall be paid by Seller.
  - c) Each party hereto shall be responsible for their own attorney fees relating to this Agreement and its implementation.
  - d) The cost of transfer and recording of the deed shall be paid by Purchaser.
  - e) Any tax imposed on the conveyance of title to the property to Purchaser shall be paid by Purchaser.
  - f) Any fee charged by the escrow agent shall be equally shared between the Seller and the Purchaser.
9. Purchaser shall be entitled to possession of the Property upon the closing of this transaction.
10. The Purchaser has examined the Property, has had the opportunity to fully inspect and ask questions about conditions of the same, and acknowledges that they are accepting the Property "AS IS" subject to no warranties as of the date of the execution of this Agreement and that there have been no representations by the Seller as to the condition of this property.
11. In the event that the Purchaser breaches this Agreement by not closing this transaction on or before July 31, 2023, earnest money deposited, if any, shall be immediately paid to the Seller, which payment may be treated as liquidated damages (the precise amount of damages being difficult or impossible to ascertain).
12. This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof, and no agreements or understandings nor any representations concerning the same shall be binding upon the parties unless specifically set forth herein.
13. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instruments.
14. This Agreement shall be binding upon and inure to the benefit of Seller and Purchaser and their respective heirs, legal representative, and assigns.

**SIGNATURE PAGES TO FOLLOW**



PURCHASER:

\_\_\_\_\_  
Richard Reeder

STATE OF OHIO     )  
                              ) ss:  
ERIE COUNTY        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, a Notary Public in and for said County and State, personally appeared Richard Reeder and acknowledged their execution of the foregoing instrument and that the same is their voluntary act and deed.

EXHIBIT "1"

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

\_\_\_\_\_  
NOTARY PUBLIC

Approved as to Form:

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

**EXHIBIT A**

**Situated in the City of Sandusky, County of Erie and State of Ohio: And being Lot Number 383  
on Second Street in the Sandusky Business Men's Addition.**

**Property Address: Second Street, Sandusky, OH 44870**

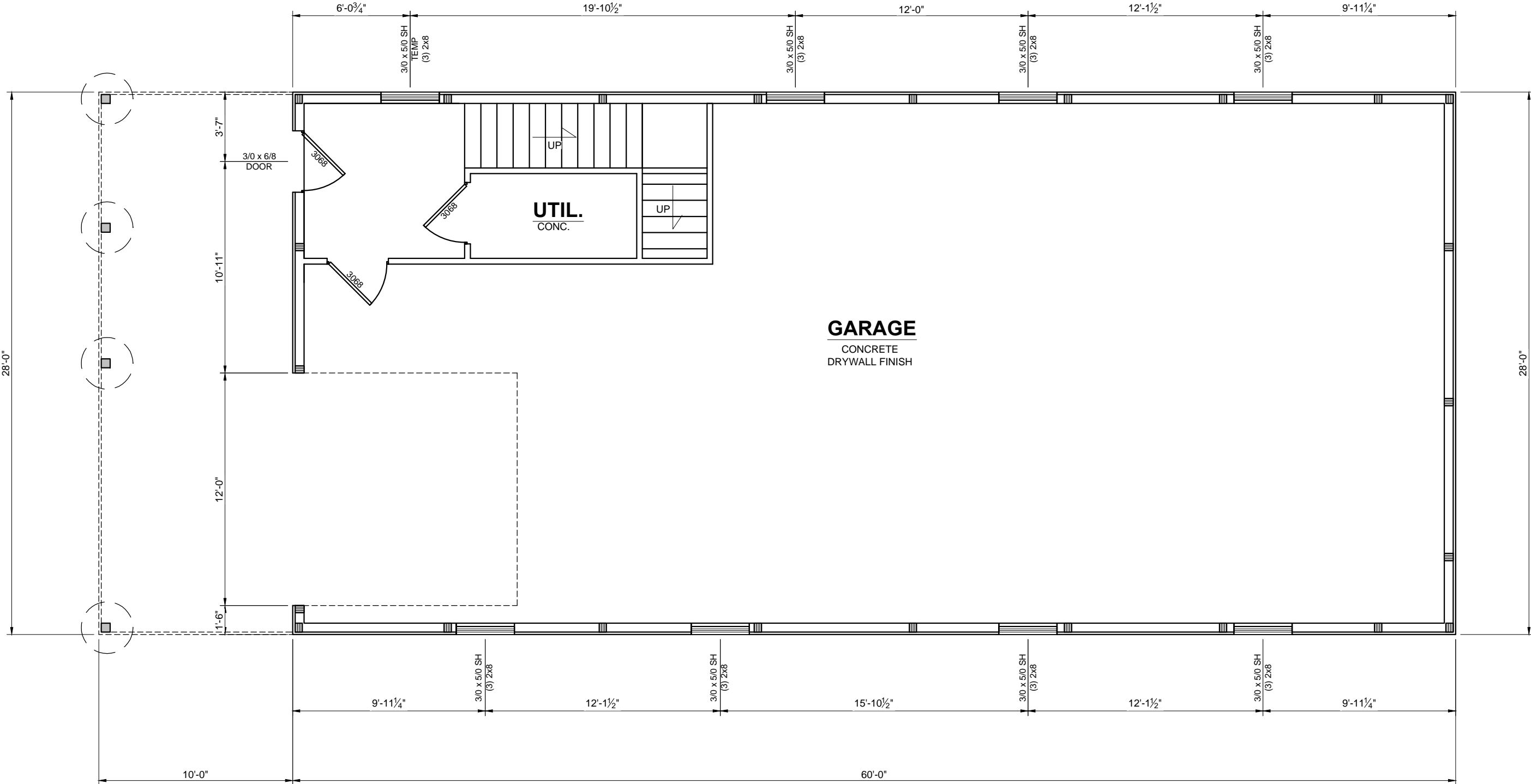
**Tax ID No.: 57-03969.000**

**EXHIBIT "A"**

**Exhibit B**  
**1 of 3**

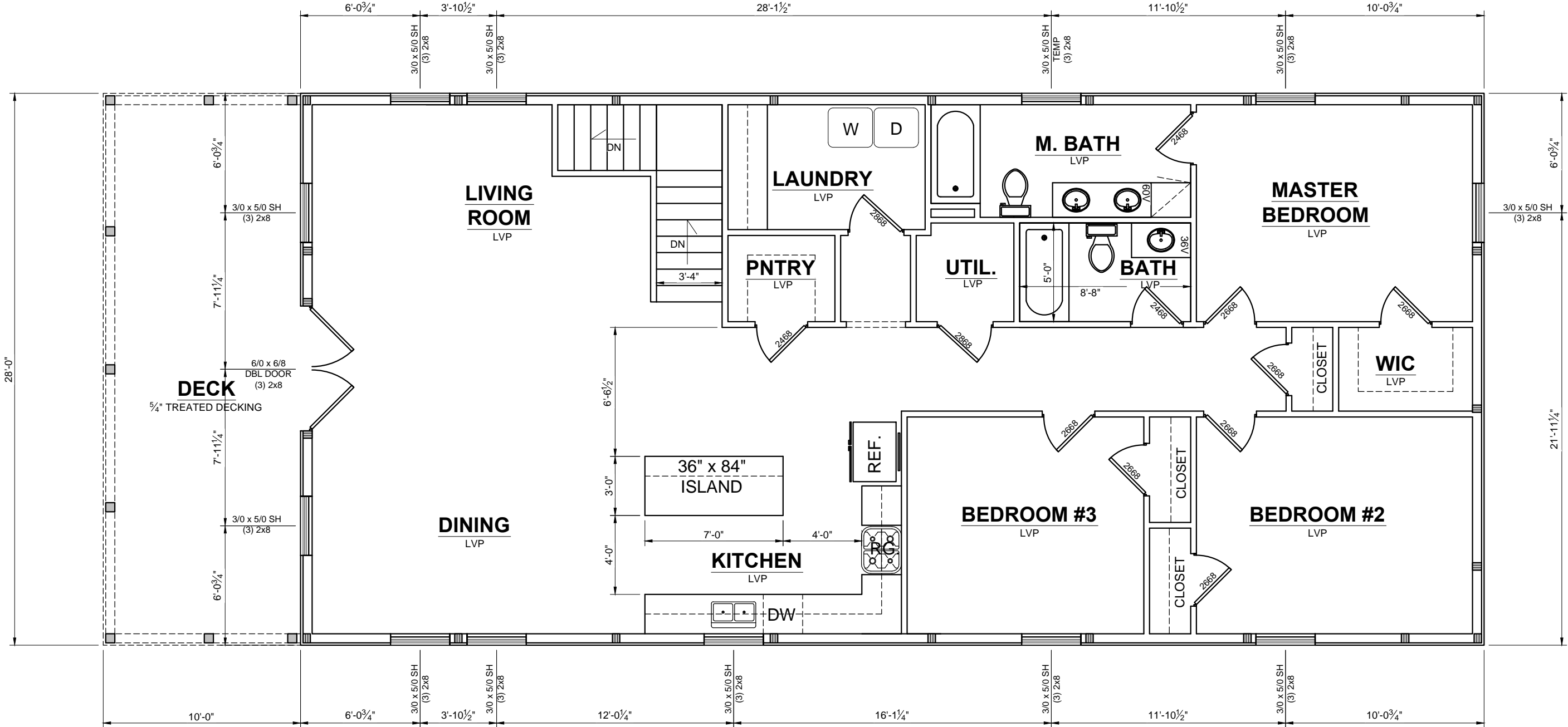


Exhibit B  
2 of 3

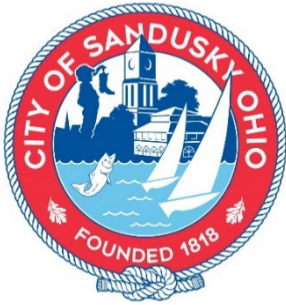


**1st FLOOR PLAN**

Exhibit B  
3 of 3



2nd FLOOR PLAN



## COMMUNITY DEVELOPMENT

240 Columbus Avenue  
Sandusky, Ohio 44870  
419.627.5885  
[www.cityofsandusky.com](http://www.cityofsandusky.com)

TO: John Orzech, Interim City Manager

FROM: Debi Eversole, Housing Development Specialist

DATE: May 23, 2023

RE: City Commission Agenda Item – Land Bank Sale of Property –  
Side Lot Expansion – 2201 Campbell St

**ITEM FOR CONSIDERATION:** The purpose of this communication is to request approval of legislation allowing the City Manager to execute a 'Purchase & Sale Agreement' for one (1) parcel of land currently in the City of Sandusky's Land Reutilization Program, that is no longer needed for any municipal purpose located at 2201 Campbell Street, further identified by the Auditor as Erie County Parcel No. 57-00425.000.

**BACKGROUND INFORMATION:** Pursuant to Ordinance No. 07-026 passed June 11, 2007, the City is conducting a Land Reutilization Program in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. The City Commission approved acquisition of the parcel on 9/26/2016, pursuant to Resolution 049-16R. The City received a Warranty Deed for the parcel on 11/22/2016, through "gift of deed" from family members that had no interest in the property.

The vacant parcel, No. 57-00425.000, is zoned R1-40 "Single Family Residential". The lot size is approximately 36' x 132' and consistent with the adjoining property to the south.

Family Initiatives of Huron County has requested ownership of the City owned vacant lot at 2201 Campbell Street for side yard expansion. There are no other adjacent property owners, so there is no intended lot split. Family Initiatives of Huron County is a non-profit housing board that owns the adjacent property located at 2205 Campbell Street. This is just one of 18 properties within the Erie County community that is owned by the board. Most of them being within Sandusky city limits. Their responsibility is to provide affordable housing to individuals with developmental disabilities that are capable of living in the community independently or with support brought into their home. The Land Bank Committee approved this request at their scheduled May 15, 2023 meeting.

The purchase and sale of this property is subject to City Commission approval. The purchase price of this property is \$200.00 plus all expenses included but not limited to the property transfer, combination and recording for an estimated total cost of \$1,151.50, which is not less than the fair market value as determined by the City of Sandusky's Land Bank Committee in accordance with the provisions of Chapter 5722 of the Ohio Revised Code.

The City of Sandusky has been maintaining this property for over 6 years. The sale of the parcel to Family Initiatives of Huron County will relieve the City of maintenance expenses, as well as be put back into tax producing status.

Once the property is combined, any added real estate taxes will be added to the current real estate tax bill for the main parcel at 2205 Campbell Street.

**BUDGET IMPACT:** The purchase price for this parcel is estimated to be \$1,151.50 and will be payable in full within 30 days of City Commission approval. Any costs and expenses associated with this property and purchase & sale agreement will be recouped by the City from the sale.

**ACTION REQUESTED:** It is requested legislation be adopted allowing the City Manager to enter into a purchase & sale agreement with Family Initiatives of Huron County to sell the property no longer needed for any municipal purpose located at 2201 Campbell Street, and further identified by the Auditor as Erie County Parcel No. 57-00425.000 for the purchase price of one thousand one hundred fifty one dollars (\$1,151.00). It is usual and customary to complete the closing of a real estate sale within thirty (30) days, therefore it is further requested that the legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter in order to promptly execute the closing.

---

Debi Eversole,  
Housing Development Specialist

I concur with this recommendation:

---

Colleen Gilson,  
Interim Community Development Director/  
Interim Assistant City Manager

---

John Orzech,  
Interim City Manager

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

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

**AN ORDINANCE DECLARING THAT CERTAIN REAL PROPERTY OWNED BY THE CITY AS PART OF THE LAND REUTILIZATION PROGRAM IDENTIFIED AS PARCEL NO. 57-00425.000, AND LOCATED AT 2201 CAMPBELL STREET, SANDUSKY, IS NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE AND AUTHORIZING THE EXECUTION OF A PURCHASE AND SALE AGREEMENT WITH RESPECT TO THAT REAL PROPERTY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

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

**WHEREAS**, the City Commission previously authorized the acquisition of the property located at 2201 Campbell Street, Parcel No. 57-00425.000, by Resolution No. 049-16R, passed on September 26, 2016, and the City received a Warranty Deed for the property on November 22, 2016, through a gift of deed, which property is more specifically described in Exhibit "A", and is currently no longer needed for any municipal purpose; and

**WHEREAS**, a request was made by Family Initiatives of Huron County to acquire this vacant property for side yard expansion since Family Initiatives of Huron County also owns the adjacent property located at 2205 Campbell Street; and

**WHEREAS**, Family Initiatives of Huron County, desires to purchase Parcel No. 57-00425.000, which is more specifically described in Exhibit "A" (the "Property") attached to a certain Purchase and Sale Agreement, a copy of which is marked Exhibit "1" with respect thereto (the "Purchase Agreement"); and

**WHEREAS**, the Land Bank Committee met on May 15, 2023, and approved the acquisition and sale of the property to Family Initiatives of Huron County for the purchase price of \$200.00 plus all expenses for the transfer, combination and recording for an estimated total cost of \$1,151.50, which is not less than fair market value as determined by the City of Sandusky's Land Bank Committee, in accordance with Chapter 5722 of the Ohio Revised Code; and

**WHEREAS**, the City will recoup the costs associated with the acquisition, maintenance, and any other customary fees that may be due and payable in the ordinary course of the sale and purchase transaction; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to promptly execute the closing within thirty (30) days as is usual and customary in the sale of real estate; and

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

THEREFORE,

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

Section 1. This City Commission finds, determines and declares that the Property, Parcel No. 57-00425.000, located at 2201 Campbell Street, Sandusky, more specifically described in Exhibit "A", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, is no longer needed for any municipal purpose and that the execution of the Purchase Agreement providing for the sale, pursuant to Section 25 of the Charter of this City, to the Purchaser of the Property at the purchase price set forth in the Purchase Agreement, is in the economic interest of the City and in furtherance of the City's Land Reutilization Program referenced in those preambles in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. The City Manager is hereby authorized and directed to execute the Purchase Agreement on behalf of the City, substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the City's public purpose. Upon the exercise by the Purchaser to purchase the Property pursuant to that Purchase Agreement, the City Manager is also hereby authorized and directed on behalf of the City to execute a quit claim deed conveying the Property to the Purchaser, which quit claim deed shall be in a form satisfactory to the Law Director. The City Manager, Law Director, Finance Director, and other City officials, as appropriate, are each hereby authorized to execute and deliver such instruments, certificates and other documents and take such actions as are necessary and in the best interests of the City in order to carry out and consummate the foregoing actions authorized by this Ordinance.

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

Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all

deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

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

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

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

Passed: June 12, 2023

## **PURCHASE AND SALE AGREEMENT**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2023, by and between the City of Sandusky, Erie County, Ohio, a Municipal Corporation, 240 Columbus Avenue, Sandusky, Ohio 44870, hereinafter referred to as the "Seller" and Family Initiatives of Huron County, 306 S. Norwalk Rd, Norwalk, Ohio 44857, hereinafter referred to as the "Purchaser(s)".

### **WITNESSETH:**

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

1. The Seller agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Seller, the unimproved parcel of real property located at 2201 Campbell Street, Erie County Parcel Number 57-00425.000, Sandusky, Ohio, and more fully described in the survey and legal description marked Exhibit "A" and attached hereto, the legal description of which will be set forth in the deed transferring ownership of said parcel and hereinafter referred to as the "Property." The Property is adjacent to and contiguous with real property that is owned by the Purchaser located at 2205 Campbell Street, Erie County Parcel Number 57-05166.000, Sandusky, Ohio.

2. The total purchase price for the Property is one thousand one hundred fifty one dollars and fifty cents (\$1,151.50) which is not less than the fair market value as determined by the City of Sandusky in accordance with the provisions of Chapter 5722 of the Ohio Revised Code and the City of Sandusky's Land Reutilization Program Policy and Procedures. Purchaser shall pay the balance in full by credit card (processing fee applies), certified check or cashier's check made payable to Seller or cash upon the signing of this agreement.

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

a) This parcel is not a building lot and is conveyed to an adjoining owner of a building lot pursuant to Sandusky Municipal Code Section 1177.01(31)(A). This parcel shall not be conveyed separate and apart from the adjoining building lot and before such conveyance, this parcel shall be combined with the Purchasers' adjoining building lot in order to form one parcel of real property.

b) Construction of additional separate dwelling units shall be prohibited. Construction shall be limited to ancillary facilities or building additions made to existing structures.

4. At closing, Seller shall execute and deliver to Purchaser a quit claim deed conveying marketable record title to the Property to Purchaser free and clear of all liens, delinquent real estate taxes and special assessments. Purchaser shall pay all of the taxes and assessments due and payable after the date of closing.

5. Seller shall not furnish a title insurance policy.

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

**SIGNATURE PAGES TO FOLLOW**

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

**PURCHASER(S):**

---

Family Initiatives of Huron County,  
Property Owner

State of Ohio )

) ss:

County of Erie )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, a Notary Public in and for said County and State, personally appeared **Family Initiatives of Huron County**, and acknowledged their execution of the foregoing instrument and that the same is their voluntary act and deed.

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

---

NOTARY PUBLIC

**SELLER:**

CITY OF SANDUSKY

---

John Orzech,  
Interim City Manager

STATE OF OHIO )

) ss:

ERIE COUNTY )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, a Notary Public in and for said County and State, personally appeared John Orzech, Interim City Manager of the City of Sandusky, Ohio, and acknowledged his execution of the foregoing instrument as said officer of said City on behalf of said City and by its authority and that the same is his voluntary act and deed as said officer on behalf of said City and the voluntary act and deed of said City.

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

---

NOTARY PUBLIC

Approved as to Form:

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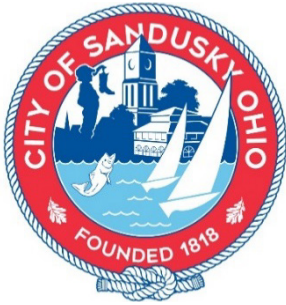
Brendan Heil (#0091991)  
Law Director  
City of Sandusky

**EXHIBIT A**

***Situated in the City of Sandusky, County of Erie and State of Ohio: Lot Number One Hundred Forty-four (144) on Campbell Street in Bert E. Taylor's Subdivision of Outlets Numbers 78 and 79 west of Campbell Street in the City of Sandusky, Erie County Ohio as per plat recorded in Volume 5 of Plats, Page 35, Erie County Ohio Records.***

***Permanent Parcel No. 57-00425.000***

***Tax Mailing Address: 240 Columbus Ave., Sandusky, Ohio 44870***



## COMMUNITY DEVELOPMENT

240 Columbus Avenue  
Sandusky, Ohio 44870

419.627.5885

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

TO: John Orzech, Interim City Manager

FROM: Debi Eversole, Housing Development Specialist

DATE: May 23, 2023

RE: City Commission Agenda Item – Land Bank Sale of Property – Side Lot Expansion – 402 Bell St

**ITEM FOR CONSIDERATION:** The purpose of this communication is to request approval of legislation allowing the City Manager to execute a 'Purchase & Sale Agreement' for one (1) parcel of land currently in the City of Sandusky's Land Reutilization Program, that is no longer needed for any municipal purpose located at 402 Bell Street, further identified by the Auditor as Erie County Parcel No. 57-03076.000.

**BACKGROUND INFORMATION:** Pursuant to Ordinance No. 07-026 passed June 11, 2007, the City is conducting a Land Reutilization Program in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. The City Commission approved acquisition of the parcel on 10/24/2022, pursuant to Resolution 056-22R. The City received a Sheriff's Deed for the parcel on 3/27/2023, through foreclosure for delinquent real estate taxes.

The vacant parcel, No. 57-03076.000, is zoned R2F "Single Family Residential". The lot size is approximately 31' x 187' and consistent with the adjoining property to the east. The properties to the west are addressed as Hayes Avenue and zoned LB "Local Business".

Renee Brown, new owner at 320 Bell Street, has requested sole ownership of the non-productive land at 402 Bell Street. Ms. Brown recently acquired the adjoining property and intends on using the yard space to plant a garden and add extra parking and yard space for her family. Ms. Brown is current on property taxes and free of code violations. The Land Bank Committee approved her request at their scheduled meeting on May 15, 2023.

The purchase and sale of this property is subject to City Commission approval. The purchase price of this property is \$200.00 plus all expenses included but not limited to the property transfer, combination and recording for an estimated total cost of \$1,151.50, which is not less than the fair market value as determined by the City of Sandusky's Land Bank Committee in accordance with the provisions of Chapter 5722 of the Ohio Revised Code.

The sale of the parcel to Ms. Brown will relieve the City of maintenance expenses, as well as be put back into tax producing status. Once the property is combined, any added real estate taxes will be added to the current real estate tax bill for the main parcel at 320 Bell Street.

**BUDGET IMPACT:** The purchase price for this parcel is estimated to be \$1,151.50 and will be payable in full within 30 days of City Commission approval. Any costs and expenses associated with this property and purchase & sale agreement will be recouped by the City from the sale.

**ACTION REQUESTED:** It is requested legislation be adopted allowing the City Manager to enter into a purchase & sale agreement with Renee Brown to sell the property no longer needed for any municipal purpose located at 402 Bell Street, and further identified by the Auditor as Erie County Parcel No. 57-03076.000 for the purchase price of one thousand one hundred fifty one dollars and fifty cents (\$1,151.50). It is usual and customary to complete the closing of a real estate sale within thirty (30) days, therefore it is further requested that the legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter in order to promptly execute the closing.

---

Debi Eversole,  
Housing Development Specialist

I concur with this recommendation:

---

Colleen Gilson,  
Interim Community Development Director/  
Interim Assistant City Manager

---

John Orzech,  
Interim City Manager

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

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

**AN ORDINANCE DECLARING THAT CERTAIN REAL PROPERTY OWNED BY THE CITY AS PART OF THE LAND REUTILIZATION PROGRAM IDENTIFIED AS PARCEL NO. 57-03076.000, AND LOCATED AT 402 BELL STREET, SANDUSKY, IS NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE AND AUTHORIZING THE EXECUTION OF A PURCHASE AND SALE AGREEMENT WITH RESPECT TO THAT REAL PROPERTY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

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

**WHEREAS**, the City Commission previously authorized the acquisition of the property located at 402 Bell Street, Parcel No. 57-03076.000, by Resolution No. 056-22R, passed on October 24, 2022, and the City received a Sheriff's Deed for the property on March 27, 2023, through a foreclosure for delinquent real estate taxes, which property is more specifically described in Exhibit "A", and is currently no longer needed for any municipal purpose; and

**WHEREAS**, a request was made by Renee Brown to acquire this vacant property for side yard expansion since she also owns the adjacent property located at 320 Bell Street and she intends on using the extra space for a garden and extra parking space for her family; and

**WHEREAS**, Renee Brown, desires to purchase Parcel No. 57-03076.000, which is more specifically described in Exhibit "A" (the "Property") attached to a certain Purchase and Sale Agreement, a copy of which is marked Exhibit "1" with respect thereto (the "Purchase Agreement"); and

**WHEREAS**, the Land Bank Committee met on May 15, 2023, and approved the acquisition and sale of the property to Renee Brown for the purchase price of \$200.00 plus all expenses for the transfer, combination and recording for an estimated total cost of \$1,151.50, which is not less than fair market value as determined by the City of Sandusky in accordance with Chapter 5722 of the Ohio Revised Code; and

**WHEREAS**, the City will recoup the costs associated with the acquisition, maintenance, and any other customary fees that may be due and payable in the ordinary course of the sale and purchase transaction; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to promptly execute the closing within thirty (30) days as is usual and customary in the sale of real estate; and

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

this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. This City Commission finds, determines and declares that the Property, Parcel No. 57-03076.000, located at 402 Bell Street, Sandusky, more specifically described in Exhibit "A", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, is no longer needed for any municipal purpose and that the execution of the Purchase Agreement providing for the sale, pursuant to Section 25 of the Charter of this City, to the Purchaser of the Property at the purchase price set forth in the Purchase Agreement, is in the economic interest of the City and in furtherance of the City's Land Reutilization Program referenced in those preambles in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. The City Manager is hereby authorized and directed to execute the Purchase Agreement on behalf of the City, substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the City's public purpose. Upon the exercise by the Purchaser to purchase the Property pursuant to that Purchase Agreement, the City Manager is also hereby authorized and directed on behalf of the City to execute a quit claim deed conveying the Property to the Purchaser, which quit claim deed shall be in a form satisfactory to the Law Director. The City Manager, Law Director, Finance Director, and other City officials, as appropriate, are each hereby authorized to execute and deliver such instruments, certificates and other documents and take such actions as are necessary and in the best interests of the City in order to carry out and consummate the foregoing actions authorized by this Ordinance.

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

Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all

deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

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

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

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

Passed: June 12, 2023

## **PURCHASE AND SALE AGREEMENT**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2023, by and between the City of Sandusky, Erie County, Ohio, a Municipal Corporation, 240 Columbus Avenue, Sandusky, Ohio 44870, hereinafter referred to as the "Seller" and Renee Brown, 320 Bell Street, Sandusky, Ohio 44870, hereinafter referred to as the "Purchaser(s)".

### **WITNESSETH:**

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

1. The Seller agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Seller, the unimproved parcel of real property located at 402 Bell Street, Erie County Parcel Number 57-03076.000, Sandusky, Ohio, and more fully described in the survey and legal description marked Exhibit "A" and attached hereto, the legal description of which will be set forth in the deed transferring ownership of said parcel and hereinafter referred to as the "Property." The Property is adjacent to and contiguous with real property that is owned by the Purchaser located at 320 Bell Street, Erie County Parcel Number 57-00424.000, Sandusky, Ohio.

2. The total purchase price for the Property is one thousand one hundred fifty one dollars and fifty cents (\$1,151.50) which is not less than the fair market value as determined by the City of Sandusky in accordance with the provisions of Chapter 5722 of the Ohio Revised Code and the City of Sandusky's Land Reutilization Program Policy and Procedures. Purchaser shall pay the balance in full by credit card (processing fee applies), certified check or cashier's check made payable to Seller or cash upon the signing of this agreement.

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

a) This parcel is not a building lot and is conveyed to an adjoining owner of a building lot pursuant to Sandusky Municipal Code Section 1177.01(31)(A). This parcel shall not be conveyed separate and apart from the adjoining building lot and before such conveyance, this parcel shall be combined with the Purchasers' adjoining building lot in order to form one parcel of real property.

b) Construction of additional separate dwelling units shall be prohibited. Construction shall be limited to ancillary facilities or building additions made to existing structures.

4. At closing, Seller shall execute and deliver to Purchaser a quit claim deed conveying marketable record title to the Property to Purchaser free and clear of all liens, delinquent real estate taxes and special assessments. Purchaser shall pay all of the taxes and assessments due and payable after the date of closing.

5. Seller shall not furnish a title insurance policy.

6. The closing date of this transaction shall be no later than 30 days of City Commission approval or at such other time as may be mutually agreed upon, in writing, by the parties.

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

**SIGNATURE PAGES TO FOLLOW**

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

**PURCHASER(S):**

Renee Brown, Property Owner

State of Ohio )  
 ) ss:  
County of Erie )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, a Notary Public in \_\_\_\_\_ and for said County and State, personally appeared Renee Brown, and acknowledged their execution of the foregoing instrument and that the same is their voluntary act and deed.

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

NOTARY PUBLIC

**SELLER:**

CITY OF SANDUSKY

---

John Orzech,  
Interim City Manager

STATE OF OHIO )

) ss:

ERIE COUNTY )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, a Notary Public in and for said County and State, personally appeared John Orzech, Interim City Manager of the City of Sandusky, Ohio, and acknowledged his execution of the foregoing instrument as said officer of said City on behalf of said City and by its authority and that the same is his voluntary act and deed as said officer on behalf of said City and the voluntary act and deed of said City.

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

---

NOTARY PUBLIC

Approved as to Form:

---

Brendan Heil (#0091991)  
Law Director  
City of Sandusky

**EXHIBIT A**

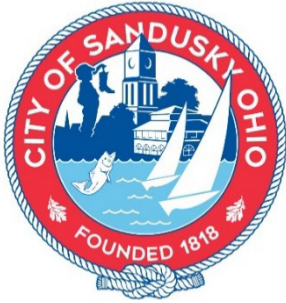
***Situated in the City of Sandusky, County of Erie and State of Ohio, being more fully described as Lot Number Five (5) Bell Street, excepting a strip 30 feet wide off of the east side of said lot.***

***Property Address: 402 Bell Street, Sandusky, Ohio 44870***

***Tax ID No.: 57-03076.000***

***Tax Mailing Address: 240 Columbus Ave., Sandusky, Ohio 44870***

DRAFT



## DEPARTMENT OF COMMUNITY DEVELOPMENT

240 Columbus Avenue  
Sandusky, Ohio 44870  
419.627.5730  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

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

**From:** Nicole Grohe, Community Development Program Administrator

**Date:** May 30th, 2023

**Subject:** Commission Agenda Item – Community Housing Impact and Preservation (CHIP) Partnership Agreement with Erie County

**Item for Consideration:** Legislation authorizing the City Manager to enter into a Joint Cooperation Agreement with Erie County, the City of Vermilion and the City of Huron and approving the filing of an application for financial assistance for Program Year 2023 Community Housing Impact and Preservation Program (CHIP) funding from the Ohio Development Services Agency. Erie County will apply for and implement the program and administer any funds awarded through this application on behalf of the City of Sandusky and additional partners and that funds shall be used in all eligible areas throughout Erie County. The Partners acknowledge that the total request for CHIP funds is based on maximum budget contributions (including partnership incentives) as follows: Erie County: \$300,000, the City of Sandusky: \$350,000\*, The City of Huron and: \$300,000, and the City of Vermilion: \$300,000. \*The City of Sandusky is only eligible to apply for \$350,000 because the City is an entitlement community and receives Community Development Block Grant (CDBG) Funds separately. The other communities must apply for CDBG Funds separately and therefore are eligible to apply for \$300,000 of CHIP Funds. The County is eligible to apply for \$300,000. The agreement will apply only to the 2023 CHIP Program for the duration of the PY 2023 grant agreement, effective December 1, 2023, through February 28, 2026.

**Background Information:** The Community Housing Impact and Preservation Program provides grants to eligible communities interested in undertaking housing-related activities, including necessary infrastructure improvements. The grants are awarded competitively and encourage a flexible, community-wide approach to the improvement and provision of affordable housing for low- and moderate-income persons and help to develop local administrative capacity.

**Budgetary Information:** There is no impact on the City's General Fund. All of the projects in the program will be paid for through CHIP grant funds.

**Action Requested:** Legislation authorizing the City Manager to enter into a Joint Cooperation Agreement with Erie County, the City of Vermilion and the City of Huron and approving the filing of an application for financial assistance for Program Year 2023 Community Housing Impact and Preservation Program (CHIP) funding from the Ohio Development Services Agency and declaring that this legislation shall take immediate effect in accordance with Section 14 of the City Charter in order to submit an Ordinance to Erie County as soon as possible so the application can be filed by the deadline of June 15 2023.

I concur with this recommendation:

\_\_\_\_\_  
Colleen Gilson  
Interim Community Development Director

\_\_\_\_\_  
Nicole Grohe  
Community Development Program Administrator

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

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

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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A PARTNERSHIP AGREEMENT BETWEEN THE CITY OF SANDUSKY, THE BOARD OF ERIE COUNTY COMMISSIONERS, THE CITY OF HURON, AND THE CITY OF VERMILION RELATING TO THE COMMUNITY HOUSING IMPACT AND PRESERVATION (CHIP) PROGRAM; APPROVING THE SUBMISSION OF A GRANT APPLICATION BY THE BOARD OF ERIE COUNTY COMMISSIONERS ON BEHALF OF THE CITY OF SANDUSKY, ERIE COUNTY, THE CITY OF HURON, AND THE CITY OF VERMILION FOR FINANCIAL ASSISTANCE FROM THE PROGRAM YEAR 2023 COMMUNITY HOUSING IMPACT AND PRESERVATION (CHIP) PROGRAM THROUGH THE OHIO DEVELOPMENT SERVICES AGENCY'S OFFICE OF COMMUNITY DEVELOPMENT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the Community Housing Impact and Preservation (CHIP) Program provides funding to local governments to improve and provide affordable housing for low- and moderate-income citizens and provides grants to eligible communities interested in undertaking housing-related activities, including necessary infrastructure improvements and the grants are awarded competitively and encourage a flexible, community-wide approach to improving and providing affordable housing for low- and moderate-income persons, and strengthening neighborhoods through community collaboration; and

**WHEREAS**, the City of Sandusky is eligible to apply for funding under the Program Year 2023 Community Housing Impact and Preservation Program administered by the Ohio Development Services Agency, Office of Community Development in the maximum amount of \$350,000; and

**WHEREAS**, Erie County, the City of Vermilion, and the City of Huron are eligible to apply for funding under the Program Year 2023 CHIP administered by the Ohio Development Services Agency, Office of Community Development; and

**WHEREAS**, the Ohio Development Services Agency, Office of Community Development, encourages applicants for CHIP funding to partner with other eligible parties to request funding for their CHIP programs; and

**WHEREAS**, this City Commission approved a Joint Cooperating Agreement with Erie County, the City of Vermilion and the City of Huron relating to the Community Housing Impact and Preservation (CHIP) Program for the 2017 Program Year by Ordinance No. 17-068, passed on March 27, 2017, the 2019 Program Year by Ordinance No. 19-025, passed on February 25, 2019, and the 2021 Program Year by Ordinance No. 21-047, passed on April 12, 2021; and

**WHEREAS**, the City of Sandusky, Erie County, the City of Vermilion, and the City of Huron have agreed to partner again for purposes of obtaining 2023 CHIP funding in order to serve eligible households within the City and throughout jurisdiction of the County; 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 submit an Ordinance to Erie County as soon as possible so the application can be filed by the deadline of June 15, 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 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 Community Housing Impact and Preservation (CHIP) Partnership Agreement between the City of Sandusky, the Board of Erie County Commissioners, the City of Huron, and the City of Vermilion, relating to the Program Year 2023 Community Housing Impact and Preservation (CHIP) Program, 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 adverse to the City and being consistent with the objectives and requirements of this Ordinance and with carrying out the City's public purposes, a copy of which shall be filed in the Office of the Planning Director.

Section 2. The City Commission understands that the Joint Cooperating Agreement shall apply only to the 2023 CHIP Program and for the duration of the Program Year 2023 CHIP Grant agreement, which is in effect for the period of December 1, 2023, through February 28, 2026.

Section 3. This City Commission hereby approves and authorizes the submission of the grant application by the Board of Erie County Commissions on behalf of Erie County, the City of Sandusky, the City of Huron, and the City of Vermilion for the Program Year 2023 Community Housing Impact and Preservation (CHIP) Program through the Ohio Development Services Agency's Office of Community Development, a copy of which shall be filed in the Office of the Director of Development, and authorizes Erie County to implement the program and administer any funds awarded through the application on behalf of the City and additional partners and that funds shall be used in all eligible areas throughout Erie County.

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

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

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

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

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

Passed: June 12, 2023

## **Community Housing Impact and Preservation Partnership Agreement**

**between**

**Erie County, City of Sandusky, City of Huron and City of Vermillion**

**WHEREAS**, Erie County, City of Sandusky, City of Huron and City of Vermillion (Partners) wish to address various housing needs of low and moderate income residents of the county and cities; and

**WHEREAS**, the State of Ohio, Development Services Agency, Office of Community Development (OCD) provides financial assistance to local governments under its Program Year 2023 Community Housing Impact & Preservation (CHIP) program for the purpose of addressing local housing needs; and

**WHEREAS**, the Partners are eligible to apply for CHIP funds from the State of Ohio;

**WHEREAS**, OCD encourages local CHIP eligible communities to request funds as partners in one application; and the Partners desire to file a combined application under the CHIP Program to receive financial assistance to address needs, prioritized by the local Housing Advisory Committee;

**NOW, THEREFORE, the Partners hereby agree** to the following terms of this Partnership Agreement (Agreement):

1. Erie County has agreed to serve as the single applicant for funds and subsequent Grantee responsible for administering the CHIP grant, if funded.
2. Erie County is responsible for submitting the CHIP grant application in cooperation with the City of Sandusky, City of Huron and City of Vermillion, including procuring an administrator who shall conduct the detailed tasks of the planning process.
3. Erie County agrees to implement the PY2023 CHIP, if funded, in compliance with Community Development Block Grant (CDBG), HOME Investment Partnership (HOME) and Ohio Housing Trust Fund (OHTF) requirements, the State of Ohio Consolidated Plan, the CHIP program guidelines, and this Agreement.
4. This Agreement applies to any funds awarded from the State of Ohio PY2023 CHIP program. This Agreement remains in effect until the CHIP funds are expended and the funded activities completed and closed out. The Partners cannot terminate or withdraw from this Agreement while it remains in effect.
5. The Partners acknowledge the maximum CHIP fund request is \$1,250,000, as follows:
  - Erie County: \$300,000
  - City of Sandusky: \$350,000\*
  - City of Huron: \$300,000
  - City of Vermillion: \$300,000

\* City of Sandusky is HOME funds only, not eligible for CDBG or OHTF funds

6. The Partners agree to the following proposed Community Housing Impact and Preservation (CHIP) Program funds distribution and projected outcomes between the Partners:

	Total Number of Units	Total CHIP Activity Request	Total Program Income for Activities
<b>Owner Rehabilitation</b>			
Erie County	3	\$129,500	\$58,562
City of Sandusky	4	\$298,000	\$35,367
City of Huron	2	\$140,250	\$0
City of Vermillion	2	\$140,250	\$0
<b>Total Owner Rehabilitation</b>	<b>11</b>	<b>\$708,000</b>	<b>\$93,929</b>
<b>Owner Repair</b>			
Erie County	6	\$127,500	\$0
City of Sandusky	0	\$0	\$0
City of Huron	6	\$123,750	\$0
City of Vermillion	6	\$123,750	\$0
<b>Total Owner Repair</b>	<b>18</b>	<b>\$375,000</b>	<b>\$0</b>
<b>Tenant Based Rental Assistance</b>			
Erie County	7	\$7,000	\$0
City of Sandusky	13	\$10,000	\$0
City of Huron	0	\$0	\$0
City of Vermillion	0	\$0	\$0
<b>Total TBRA</b>	<b>20</b>	<b>\$17,000</b>	<b>\$0</b>
<b>EXHIBIT "A"</b>			
	Total Activity Request	Total Admin Request	Total CHIP Request
Erie County	\$264,000	\$36,000	\$300,000
City of Sandusky	\$308,000	\$42,000	\$350,000
City of Huron	\$264,000	\$36,000	\$300,000
City of Vermillion	\$264,000	\$36,000	\$300,000
<b>Total</b>	<b>\$1,100,000</b>	<b>\$150,000</b>	<b>\$1,250,000</b>
	Program Income for Activities	Program Income for Admin	Total Program Income Committed
Erie County	\$58,562	\$6,507	\$65,069
City of Sandusky	\$35,367	\$3,930	\$39,297
City of Huron	\$0	\$0	\$0
City of Vermillion	\$0	\$0	\$0

7. The partners understand and acknowledge that these goals do not represent a commitment of guaranteed program funds to partners.
8. The Partners mutually agree to comply with all current Office of Community Development Programs Program Policy Notices.
9. Partners understand the amount of funds awarded to any or all jurisdictions may be less than the request.

10. The Partners approve the grantee to direct the administrator to commit activity funds, proportional to the jurisdictional totals in #5, and to adjust proportionally relative to the percentage allocated of the grant award.
11. This Agreement does not contain a veto provision or other restriction that would allow any party to obstruct the implementation of the CHIP, during the PY2023 CHIP grant period.
12. The Partners agree to provide information to the Grantee for reporting purposes.
13. All program and financial records will be retained by the Grantee after the financial closeout is complete.
14. The partners agree to adopt the Erie County CHIP Policy and Procedures Manual and shall apply these policies to any activities conducted under the PY2023 CHIP.
15. Each partner with uncommitted balances of housing program income funds will make a separate written commitment of those funds.
16. The Partners agree any mortgages expected to generate program income will be prepared by each jurisdiction as follows: The lien-holder shall be determined by the location of the property assisted: the City of Sandusky shall be the lien-holder for properties situated within Sandusky City limits; the County shall be the lien-holder for all other properties, including those located in Huron and Vermillion City limits. Program income will be received by the lien-holder. Reporting and expenditure of any such program income shall become the responsibility of the jurisdiction holding the lien.
17. Per OCD Policy 15-04 the Grant Administrator will expend program income within the jurisdictions prior to grant funds when available, until the dates listed in #19.
18. If program income remains on the dates in #19, expenditure will follow the selection criteria and schedule as outlined in #19.
19. Partners agree to the following selection criteria, for funded activities:
  - Home Repair applications will be first-come, first-serve within each Partner's jurisdiction first, and then, if funding remains on July 31, 2025, within the grant service area.
  - Rehabilitation applications will be ranked according to the Sandusky County Policy and Procedure Manual, which state each Partner's jurisdiction first and then, if funds remain uncommitted on April 30, 2025, within the grant service area.
  - Tenant Based Rental Assistance (TBRA) applications will comply with the local housing authority selection process.
20. The Partners agree to the following finance mechanism, for funded activities:
  - Owner-occupied home repair will be provided as a grant.
  - TBRA will be provided as a grant.
  - Owner-occupied rehabilitation will be provided as a five-year deferred/declining, forgivable loan.
  - Rental rehabilitation will be provided as a loan, 100% forgivable after the affordability period (see OCD policy Notice 21-02), with owners providing up to 50% match on hard costs.

- Rental repair will be provided as a loan, 100% deferred/declining (50% annually), two-year term, forgivable loan, with owners providing up to 50% match on hard costs.

21. The Partners agree the following table represents the responsibilities of partner tasks to be undertaken by one or more partners directly, through cooperation, or by contract:

<b>Task</b> <b>X=primary role</b> <b>Y=support/cooperate</b>	<b>Erie County</b>	<b>City of Sandusky</b>	<b>City of Huron</b>	<b>City of Vermillion</b>	<b>Administrator</b>
Procure Administrator	X	Y	Y	Y	
Convene HAC	X	Y	Y	Y	X
Designate OCEAN Program roles	X				
Sign/authorize application submission	X				
Manage grant fund administration	X				X
Provide on-going oversight of administrator as detailed in administrative contract	X				
Receive and manage program income	X	X			Y
Pay contractors/vendors	X				Y
Prepare/file reports	X				X
Retain all grant records for auditing/ monitoring	X				Y

**IN WITNESS WHEREOF**, the parties hereto have executed this Partnership Agreement Between Erie County Commissioners, the City of Sandusky, the City of Huron, and the City of Vermillion for the application and Administration of the PY2023 Community Housing Impact and Preservation (CHIP) Program and authorized by the Grantee with the authorizing legislation #\_\_\_\_\_ and dated \_\_\_\_\_, 2023.

**GRANTEE:**

Erie County Commissioners  
2900 Columbus Ave.  
Third Floor  
Sandusky, OH 44870

Name: \_\_\_\_\_  
Hank S. Solowiej, County Administrator

Date: \_\_\_\_\_

**EXHIBIT "A"**

Witness to Grantee Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Approved to Form:**

Name: \_\_\_\_\_  
Erie County Prosecutor

Date: \_\_\_\_\_

**Legal Form and Sufficiency**

This Cooperating Agreement has been reviewed by legal counsels of each Party and has been determined the terms and conditions of said agreement are fully authorized under State and local law and said agreement provides legal authority for Erie County.

**IN WITNESS WHEREOF**, the parties hereto have executed this Partnership Agreement Between Erie County Commissioners, the City of Sandusky, the City of Huron, and the City of Vermillion for the application and Administration of the PY2023 Community Housing Impact and Preservation (CHIP) Program and authorized by the Grantee with the authorizing legislation #\_\_\_\_\_ and dated \_\_\_\_\_, 2023.

**PARTNER:**

City of Sandusky  
240 Columbus Ave.  
Sandusky, OH 44870

Name: \_\_\_\_\_  
John Orzech, City Manager

Date: \_\_\_\_\_

Witness to Partner Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Approved to Form:**

EXHIBIT "A"

Name: \_\_\_\_\_  
City of Sandusky Law Director

Date: \_\_\_\_\_

**Legal Form and Sufficiency**

This Cooperating Agreement has been reviewed by legal counsels of each Party and has been determined the terms and conditions of said agreement are fully authorized under State and local law and said agreement provides legal authority for Erie County.

**IN WITNESS WHEREOF**, the parties hereto have executed this Partnership Agreement Between Erie County Commissioners, the City of Sandusky, the City of Huron, and the City of Vermillion for the application and Administration of the PY2023 Community Housing Impact and Preservation (CHIP) Program and authorized by the Grantee with the authorizing legislation #\_\_\_\_\_ and dated \_\_\_\_\_, 2023.

**PARTNER:**

City of Huron  
417 Main Street  
Huron, OH 44839

Name: \_\_\_\_\_  
Matt Lasko, City Manager

Date: \_\_\_\_\_

Witness to Partner Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Approved to Form:**

EXHIBIT "A"

Name: \_\_\_\_\_  
City of Huron Law Director

Date: \_\_\_\_\_

**Legal Form and Sufficiency**

This Cooperating Agreement has been reviewed by legal counsels of each Party and has been determined the terms and conditions of said agreement are fully authorized under State and local law and said agreement provides legal authority for Erie County.

**IN WITNESS WHEREOF**, the parties hereto have executed this Partnership Agreement Between Erie County Commissioners, the City of Sandusky, the City of Huron, and the City of Vermillion for the application and Administration of the PY2023 Community Housing Impact and Preservation (CHIP) Program and authorized by the Grantee with the authorizing legislation #\_\_\_\_\_ and dated \_\_\_\_\_, 2023.

**PARTNER:**

City of Vermillion  
5511 Liberty Ave  
Vermillion, OH 44089

Name: \_\_\_\_\_  
Jim Forthofer, Mayor

Date: \_\_\_\_\_

Witness to Partner Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Approved to Form:**

EXHIBIT "A"

Name: \_\_\_\_\_  
City of Vermillion Law Director

Date: \_\_\_\_\_

**Legal Form and Sufficiency**

This Cooperating Agreement has been reviewed by legal counsels of each Party and has been determined the terms and conditions of said agreement are fully authorized under State and local law and said agreement provides legal authority for Erie County.



## ADMINISTRATIVE SERVICES

240 Columbus Ave.  
Sandusky, Ohio 44870

To: John Orzech, City Manager

From: Cody Browning, IT Manager

Date: May 22<sup>nd</sup>, 2023

Subject: **Commission Agenda Item –Office 365 annual agreement renewal 2023**

**ITEM FOR CONSIDERATION:** Requesting legislation authorizing the City Manager to purchase subscription licensing for Office 365 renewal for calendar year 2023 from Insight Public Sector of Hanover Park, Illinois, for a 12-month period.

**BACKGROUND INFORMATION:** This is our yearly subscription for our email and office 365 service that we use for collaboration. This has turned out to be a powerful tool for the City from a communication and organizational point of view.

**Proposed Solution:**

Renew our subscription for another 12 months to keep our service active. Although the payment was due March 30, 2023, the invoice was not received until May 18, 2023.

Microsoft is the sole provider of Office 365 and Insight Public Sector is our Microsoft Partner.

**BUDGETARY INFORMATION:** The cost for this service for a 12-month period will be \$43,404.00 and will be paid by the IT's operating budget in the amount of \$21,702.00, by the Water Fund in the amount of \$10,851.00, and by the Sewer Fund in the amount of \$10,851.00.

**ACTION REQUESTED:** It is recommended that the proper legislation be prepared for the purchase of 12 months of Office 365 subscription licensing from Insight Public Sector. It is requested that this legislation take effect in full accordance with Section 14 of the City Charter in order to make payment for the subscription licensing for Office 365, which began on February 3, 2023, and ensure continued email communication service.

I concur with this recommendation:

---

John Orzech, City Manager

---

Cody Browning, IT Manager

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



Invoice

Invoice 1101030724	Date: 28-FEB-2023	Sales Order No. 51256026	Account No. 10933097	Payment Terms Net 30 days	Due Date 30-MAR-2023	Sales Rep Name Tonya Hollis	Account Clerk: Vans Bon
PO No. ORD22006	PO Release No:			Contract No.	State Contract No.	Ship Via Electronic Delivery/ESD	
FEIN: 36-3949000	Billing Month FEB-2023			Service Rep Name		Original Invoice No	

Click [here](#) for invoice details

Material	Material Description	Extended Price
* 796B6B5F613C4E24A2	OFFICE 365 E3 Subscription ID: 00000CL11 Coverage Dates: 09-DEC-2022 - 02-FEB-2023 Qty 35 Net Total -1,216.60 09-DEC-2022 - 09-JAN-2023 Qty 35 Net Total 695.20 10-JAN-2023 - 23-JAN-2023 Qty 37 Net Total 321.53 24-JAN-2023 - 02-FEB-2023 Qty 38 Net Total 235.87 03-FEB-2023 - 02-FEB-2024 Qty 38 Net Total 10,488.00  OPEN MARKET	10,524.00
* 91FD106F4B2C493891	OFFICE 365 E1 Subscription ID: 00000CL10 Coverage Dates: 03-FEB-2023 - 02-FEB-2024 Qty 274 Net Total 32,880.00 OPEN MARKET	32,880.00

Sub Total	43,404.00
Ttl Freight Charge	0.00
Total Amount Due	43,404.00
Currency	USD

(T) Denotes taxable item      \* Denotes non-shippable item

PO ORD22006 subtotal USD 10524.00

PO ORD22006 subtotal USD 32880.00



Please Remit To:

Insight Public Sector, Inc.  
P.O. Box 731072  
DALLAS TX 75373-1072

Ship To 10933097

The City of Sandusky IT Department  
240 COLUMBUS AVE  
SANDUSKY OH 44870-2604

Send address changes to [addresschange@insight.com](mailto:addresschange@insight.com)

For proper credit, please return this portion with payment.

ACCOUNT NO	10933097
INVOICE DATE	28-FEB-2023
INVOICE NUMBER	1101030724
BALANCE DUE	43,404.00
Amount Paid	
CURRENCY	USD

Bill to: 10933097

The City of Sandusky IT Department  
240 COLUMBUS AVE  
SANDUSKY OH 44870-2604

Please remit electronically to:

Insight Public Sector, Inc  
c/o JPMorgan Chase  
Account: 816365761  
Swift code: chasus33  
Wire ABA: 021000021  
ACH ABA: 124001545

00109330978110103072410004340400549700000000000000000



Ship To 10933097

Page 2 of 2

The City of Sandusky IT Department  
240 COLUMBUS AVE  
SANDUSKY OH 44870-2604

## Invoice

<b>Invoice</b> 1101030724	<b>Date:</b> 28-FEB-2023	<b>Sales Order No.</b> 51256026	<b>Account No.</b> 10933097	<b>Payment Terms</b> Net 30 days	<b>Due Date</b> 30-MAR-2023	<b>Sales Rep Name</b> Tonya Hollis	<b>Account Clerk:</b> Vans Bon
<b>PO No.</b> ORD22006		<b>PO Release No:</b>		<b>Contract No.</b>	<b>State Contract No.</b>		<b>Ship Via</b> Electronic Delivery/ESD
FEIN: 36-3949000			<b>Service Order No</b>		<b>Service Rep Name</b>		<b>Original Invoice No</b>

Register for Electronic Invoicing at [www.insight.com/einvoice](http://www.insight.com/einvoice)

Material	Material Description	Extended Price
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THANK YOU FOR YOUR ORDER.  
FOR ALL INQUIRIES PLEASE CALL 800-934-4477.

The Terms and Conditions and Return Policy and Procedures set forth on  
[www.ips.insight.com/TermsandConditions](http://www.ips.insight.com/TermsandConditions) are specifically incorporated herein unless purchase is being made pursuant to a separate  
written agreement in which case the terms of the separate written agreement shall govern.

## CERTIFICATE OF FUNDS

In the Matter of: Insight- Microsoft Office 365

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, 612-5900-53001 & 613-5900-53001

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 6/7/2023

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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXPEND FUNDS FOR THE SUBSCRIPTION LICENSING FOR MICROSOFT OFFICE 365 FOR GOVERNMENT FROM INSIGHT PUBLIC SECTOR OF HANOVER PARK, ILLINOIS, FOR THE CITY'S E-MAILING AND OFFICE 365 SYSTEMS; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the City Commission approved an Agreement for Consulting Services with Weisberg Consulting Inc., of Milford, Michigan, for the migration of e-mail to Microsoft Exchange Online for Government by Ordinance No. 15-169, passed on November 23, 2015; and

**WHEREAS**, the City Commission authorized the expenditure of funds for the subscription licensing for Microsoft Office 365 for Government from Insight Public Sector of Hanover Park, Illinois, for the City's e-mailing system by Ordinance No. 16-008, passed on January 25, 2016; and

**WHEREAS**, the annual subscription licensing for Office 365 for Government for the period beginning February 3, 2023, is \$43,404.00 and will be paid with funds from the Information Technology's operating budget in the amount of \$21,702.00, Water Funds in the amount of \$10,851.60 and Sewer Funds in the amount of \$10,851.00; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to pay the invoice received on May 18, 2023, for the annual subscription licensing for Office 365 for Government for the period beginning February 2, 2023, in a timely manner to ensure continued e-mail communication service; and

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

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

Section 1. The City Manager is authorized and directed to expend funds for the annual subscription licensing for Microsoft Office 365 for Government for the period beginning February 1, 2023, from Insight Public Sector of Hanover Park, Illinois, for the City's e-mailing and Office 365 systems, at an amount **not to exceed** Forty-Three Thousand Four Hundred Four and 00/100 Dollars (\$43,404.00).

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

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

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

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

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

Passed: June 12, 2023



## Department of Community Development

### *Division of Transit*

240 Columbus Ave  
Sandusky, Ohio 44870  
419.621.8462  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

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

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

**DATE:** June 1, 2023

**SUBJECT:** **CY 2024 Sandusky Transportation System Ohio Transit Partnership Program Grant Application**

**ITEM FOR CONSIDERATION:** Request for Resolution approving and ratifying the submission of an application to the Ohio Department of Transportation (ODOT) for the SFY 2024 Ohio Transportation Partnership Program (OTP2) and upon approval for the City Manager to execute all grant or agreement as awarded.

**BACKGROUND INFORMATION:** The Ohio Department of Transportation instituted the Ohio Transportation Partnership Program to provide State funds to rural and urban transit systems in Ohio for the purpose to facilitate the most efficient and effective use of state funds in the provision of public transportation services, while meeting transit system needs, improving economic conditions, and providing a quality-of-life environment for the State of Ohio.

In order to receive these funds, Rural and Urban Transit Grantees are required to submit an application consisting of eligible projects, including certifications and assurances to meet state regulation requirements.

The City was notified by the Federal Transit Administration that the Sandusky Transit system will be transitioning from the 5311 Formula Grants for Rural Areas funding to the 5307 Urbanized Area Formula Grants Program funding this calendar year resulting from the Census Bureau's recent publication of new urban area boundaries based on 2020 Census data and the City of Sandusky is requesting OTP2 Operating funds in the amount of \$365,000 to aid the transition of federal funding. These funds will be used to cover the daily operation expenses of the Sandusky Transit System. Along with operating assistance, the application will include two vehicle replacement requests to transition out inventory past their useful life expectancy set by industry standards. Additionally, financial assistance is being requested to seek an alternate fuels feasibility study to be conducted on the fleet of STS to determine the direct impact alternative fuels has on the environment and overhead expenses.

**BUDGET IMPACT:**

The 5311 Rural Transit Program and the Ohio Transit Partnership Program (OTP2) funds comprise a significant portion of STS's budget and without this funding the system would not be able to operate.

**ACTION REQUESTED:** A resolution approving and ratifying the submission of an application to the Ohio Department of Transportation for the SFY 2024 Ohio Transportation Partnership Program (OTP2), and upon approval, for the City Manager to execute any grant or agreement as awarded. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter in order to ratify the submission of the grant application which was submitted to the Ohio Department of Transportation on June 2, 2023.

James A. Stacey III, Transit Administrator

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I concur with this recommendation:

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John Orzech

Intern City Manager

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Colleen Gilson

Director of Community  
Development

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

**A RESOLUTION APPROVING AND RATIFYING THE SUBMISSION OF A GRANT APPLICATION TO THE OHIO DEPARTMENT OF TRANSPORTATION FOR STATE FISCAL YEAR 2024 OHIO TRANSPORTATION PARTNERSHIP PROGRAM GRANT FUNDS FOR THE SANDUSKY TRANSIT SYSTEM; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the Ohio Department of Transportation (ODOT) instituted the Ohio Transportation Partnership Program (OTP2) to provide State funds to the rural and urban transit systems in Ohio for the purpose to facilitate the most efficient and effective use of state funds in the provision of public transportation services, while meeting transit system needs, improving economic conditions, and providing a quality-of-life environment for the State of Ohio; and

**WHEREAS**, the City was notified by the Federal Transit Administration that the federal funding for the Sandusky Transit System will be transitioning from the Formula Grants for Rural Areas (Section 5311) to the Urbanized Area Formula Grants (Section 5307) resulting from the Census Bureau's recent publication of new urban area boundaries based on 2020 Census data and in order to assist in the transition, the City is applying to the Ohio Department of Transportation for State funding through the OTP2 Program; and

**WHEREAS**, the City has applied for financial assistance in the amount of \$365,000.00 for Operating Funds, along with funding for two (2) vehicle replacements and an alternate fuels feasibility study; and

**WHEREAS**, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to ratify the submission of the grant application to the Ohio Department of Transportation for SFY 2024 Ohio Transportation Partnership Program which was submitted on June 2, 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 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 approves and ratifies the submission of a grant application to the Ohio Department of Transportation for the State Fiscal Year 2024 Ohio Transportation Partnership Program (OTP2) for funding to assist with projects and the daily operation of the Sandusky Transit System and to execute any contracts or agreements on behalf of the City and lawfully expend

funds should they be awarded.

Section 2. The City Manager is authorized to execute and file with the City's applications any assurances or any other documentation required by the Ohio Department of Transportation and to furnish such additional information as the Ohio Department of Transportation may require in connection with the City's applications.

Section 3. The Clerk of the City Commission is hereby directed to furnish a certified copy of this Resolution to be utilized for the filing of any applications for financial assistance from the Ohio Department of Transportation.

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: June 12, 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: Aaron M. Klein, P.E.

Date: June 5, 2023

**Subject: Commission Agenda Item – Professional Design Services Agreement with KS Associates, Inc. for the Sandusky Bay Initiative Project 2, Beneficial Re-use of Dredge Material**

**ITEM FOR CONSIDERATION:** Legislation for approval to enter into a Professional Design Services Agreement with KS Associates, Inc. of Elyria, Ohio, for the Sandusky Bay Initiative Project 2, Beneficial Re-use of Dredge Material project.

**BACKGROUND INFORMATION:** Phase I of the subject project included installation of a diked area on the northwest side of the Cedar Point Causeway. The Army Corps of Engineers pumped material into the future wetlands from the annual dredging of the Moseley Channel. The area of the site was designed to accommodate two to three cycles of dredging so the second placement will occur in the fall of 2023 with a similar set up as in 2022, but with a discharge point that moves throughout placement.

There is a need for a second phase that will accommodate additional rounds of dredged material to ensure that the Moseley Channel can continuously accommodate the deeper drafts of commercial marine vessels that port at the salt and coal docks. This is a federal requirement and if the project does not proceed, the Army Corps of Engineers will likely not be able to dredge the federal navigation channel because they won't have a place to beneficially reuse the material.

A request for Qualifications (RFQ) for the Sandusky Bay Initiative Project 2, Beneficial Re-use of Dredge Material project directed interested consultants to submit qualifications to the Department of Public Works no later than August 23, 2022. Two (2) qualification packages were received and evaluated by a selection committee and the firm with the highest score was to be selected. After the firms were scored, City staff determined KS Associates, Inc. was the most qualified and was ranked number one because based on their relevant project experience, professional expertise and past success with similar projects. A Scope of Services (SOS), dated May 24, 2023, and an agreement for professional design services, is attached to the legislation.

One of the key aspects for the second phase is that in addition to expanding the Phase 1 site, the consultant will evaluate two additional sites along with seeking additional public input. They will also continuously monitor Phase 1 to develop lessons learned since its inception. Boater and public safety, minimizing inconvenience to the residents on the Chaussee and visitors, and overall project performance will continue to be high priorities throughout the project design. Staff will continue to engage stakeholders, including the impacted residents, boaters, Cedar Point, the State of Ohio, and the

federal government throughout the design phase to ensure permitting and design is completed in time for future material placement.

**BUDGETARY INFORMATION:** There is no impact to the City budget as all project activities totaling \$862,145 will be paid with reimbursed grant funds awarded from ODNR, via Ordinance 21-092 and Ordinance 20-115.

**ACTION REQUESTED:** It is recommended that proper legislation be prepared to enter into Professional Design Services Agreement with KS Associates, Inc. of Elyria, Ohio, for the Sandusky Bay Initiative Project 2, Beneficial Re-use of Dredge Material 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 so that the project can be designed, permitted, and constructed in time for future dredge cycles.

I concur with this recommendation:

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John Orzech  
Interim City Manager

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

## CERTIFICATE OF FUNDS

In the Matter of: Sandusky Bay Initiative Project Phase II- KS Associates

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

Account #431-3860-53000

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



Michelle Reeder

Finance Director

Dated: 6/5/2023

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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL DESIGN SERVICES WITH KS ASSOCIATES, INC. OF ELYRIA, OHIO, FOR THE BENEFICIAL RE-USE OF DREDGE MATERIAL, PHASE 2 OF PROJECT 2 RELATED TO THE SANDUSKY BAY INITIATIVE; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

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

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

**WHEREAS**, this City Commission approved an Agreement for Professional Services with KS Associates, Inc. of Elyria, Ohio, for the design phase and bidding services for the Cedar Point Causeway Wetland Project, Phase 1 of Project 2 of the Sandusky Bay Initiative, by Ordinance No. 21-093, passed on June 14, 2021; and

**WHEREAS**, the Cedar Point Causeway Wetland Project, Phase 1 of the Sandusky Bay Initiative included installation of a diked area on the northwest side of the Cedar Point Causeway in which the Army Corps of Engineers pumped material into the future wetlands from the annual dredging of the Moseley Channel and was designed to accommodate two to three cycles of dredgings with the second placement occurring in the fall of 2023; and

**WHEREAS**, there is a need for a second phase that will accommodate additional rounds of dredged material to ensure that the Moseley Channel can continuously accommodate the deeper drafts of commercial marine vessels that port at the salt and coal docks and part of the Beneficial Re-use of Dredge Material Project - Phase 2, includes expanding the Phase 1 site; and

**WHEREAS**, KS Associates Inc. of Elyria, Ohio, will be providing Professional Design Services to complete the Cedar Point Causeway Wetlands Projects and site analysis, preliminary design, permitting, design development, bidding and construction for the Beneficial Re-use of Dredge Material Project as more fully described in the Scope of Services, which is attached to this Ordinance and marked Exhibit “A” and specifically incorporated herein; and

**WHEREAS**, a Request for Qualifications (RFQ) was issued for the Sandusky Bay Initiative Project 2, Beneficial Re-use of Dredge Material Project in which two (2) submittals were received, evaluated and ranked by a selection committee and based upon the firm’s experience, professional expertise, technical ability necessary to complete the required tasks and past success with similar projects, it was determined KS Associates, Inc. was the most qualified; and

**WHEREAS**, the total cost of the Professional Design Services is \$862,145.00 and will be paid with reimbursed grant funds awarded through the Ohio Department of Natural Resources; 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 so the project can be designed, permitted, and constructed prior to future dredge cycles; 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 an Agreement for Professional Design Services with KS Associates, Inc. of Elyria, Ohio, for the Beneficial Re-use of Dredge Material Project Phase 2 of Project 2, related to the Sandusky Bay Initiative, substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the terms of this Ordinance, at an amount **not to exceed** Eight Hundred Sixty Two Thousand One Hundred Forty-Five and 00/100 Dollars (\$862,145.00).

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

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

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

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

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

Passed: June 12, 2023

AGREEMENT  
FOR  
PROFESSIONAL DESIGN SERVICES

This Agreement for Professional Design Services (this “Agreement”), made as of \_\_\_\_\_, 2023, by and between the City of Sandusky (the “City”), whose contact person shall be the Director of Public Works designated below or successor (the “City Engineer”), and KS Associates, Inc. (the “Architect/Engineer”), whose contact person and address are set forth below.

WHEREAS, the City is operating under its Charter, ordinances, and regulations, and it is the intention of the City, in the exercise of its powers, to obtain professional design services for the following project (the “Project”):

Project Name:	Sandusky Bay Initiative Project 2 Beneficial Re-Use of Dredge Material
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Director of Public Works:	Aaron Klein, P.E.
Address:	Department of Public Works City of Sandusky 240 Columbus Ave Sandusky, Ohio 44870

Architect/Engineer:	KS Associates, INC
Contact:	Mark Cencer
Address:	260 Burns Road, Suite 100 Elyria, OH 44035

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

WHEREAS, the Architect/Engineer desires, and is licensed and capable, to provide professional design services for the Project;

WHEREAS, the Architect/Engineer has previously provided certain professional design services for the Project;

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

## **ARTICLE 1. RESPONSIBILITIES OF ARCHITECT/ENGINEER**

### **1.1. Architect/Engineer’s Services**

1.1.1. Scope of Services; Applicable Law. The Architect/Engineer shall provide professional design services, including, without limitation, services customarily furnished in accordance with generally-accepted architectural or engineering services, for the Project in accordance with the terms of this Agreement. The Architect/Engineer shall provide such services in accordance with the applicable Sections of the Ohio Revised Code and any applicable state rules and regulations, any applicable federal and local statutes, ordinances, rules and regulations and the Contract Documents.

1.1.2. Timeliness; Standard of Care. The Project Schedule shall be established by mutual agreement between the City and the Architect/Engineer within thirty (30) days after the execution hereof. The Architect/Engineer shall perform the Architect/Engineer's services in accordance with professional standards of skill, care, and diligence in a timely manner in accordance with the Project Schedule so as to cause no delay, interference, disruption, or hindrance in the Work, and so that the Project shall be completed as expeditiously and economically as possible within the Construction Budget and in the best interests of the City.

1.1.3. Non-Discrimination. The Architect/Engineer represents that the Architect/Engineer is in compliance with all applicable equal employment opportunity requirements under law, if required by Section 153.59 of the Ohio Revised Code or any other applicable state or federal law.

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

1.1.5. Ethics Laws. The Architect/Engineer represents that it is familiar with all applicable ethics law requirements, including without limitation Sections 102.04 and 3517.13 of the Ohio Revised Code, and certifies that it is in compliance with such requirements.

1.1.6. Limitation of Authority. The Architect/Engineer shall not have any authority to bind the City for the payment of any costs or expenses without the express written approval of the City. The Architect/Engineer shall have authority to act on behalf of the City only to the extent provided herein. The Architect/Engineer's authority to act on behalf of the City shall be modified only by an amendment in accordance with Subparagraph 9.5.2.

## **ARTICLE 2. SCOPE OF ARCHITECT/ENGINEER'S BASIC SERVICES**

### **2.1. General**

2.1.1. Basic Services to be provided by the Architect/Engineer shall consist of the services set forth in Exhibit A attached hereto and incorporated by reference herein as if fully rewritten.

## **ARTICLE 3. ADDITIONAL SERVICES**

### **3.1. General**

3.1.1. Any services related to the Project not included in Basic Services are Additional Services. Additional Services shall be provided only if requested by the City in writing. Additional Services shall be paid for as provided in this Agreement in addition to the compensation for Basic Services; provided, however, the Architect/Engineer shall not be compensated for any of the following services

made necessary by the act or omission of the Architect/Engineer or any Consultant. Unless waived by the City in writing, authorization to provide Additional Services must be obtained prior to providing the Additional Services.

#### **ARTICLE 4. RESPONSIBILITIES OF THE CITY**

**4.1. Required Actions.** The City shall review, approve, or take such actions as are required of the City by this Agreement and applicable law in a reasonable and timely manner.

**4.2. Instructions to Contractors.** All instructions of the City to Contractors shall be through, or in consultation with, the Architect/Engineer.

**4.3. City's Requirements.** The City shall provide full information regarding its requirements for the Project, any agreements related to the Project, and any design and construction standards and work rules which set forth the City's use, design, time and financial objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability, time constraints imposed by fiscal and budgetary considerations, special equipment, systems and site requirements. The Architect/Engineer shall be entitled to rely upon the accuracy and completeness of information provided by the City under this paragraph which the City represents in writing is complete and accurate; provided, however, the City makes no representation for, and the Architect/Engineer may not rely upon, information from third parties.

**4.4. Authorized Representative.** The City has designated the City Engineer or successor to be the City's Authorized Representative, i.e., a person authorized to act on the City's behalf with respect to the Project to the extent provided in the Contract Documents. If the City Engineer is absent or unavailable, the City's Project Engineer shall serve as the City's Authorized Representative.

**4.5. Notice to Architect/Engineer.** If the City observes or otherwise becomes aware of any Defective Work or other fault or defect in the Project, prompt notice thereof shall be given to the Architect/Engineer.

**4.6. Legal Representation.** The City shall not be responsible to provide, or pay for, any legal representation of the Architect/Engineer.

#### **ARTICLE 5. COMPENSATION**

##### **5.1. Direct Personnel Expense**

**5.1.1. Definition.** Direct Personnel Expense shall mean the portion of direct salaries and wages of all personnel of the Architect/Engineer or any Consultants, as applicable, including professional, technical, management, administrative and clerical employees, and principals engaged on the Project related to their time devoted to the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto such as employment taxes and other statutory employee benefits, social security contributions, insurance, sick leave, holidays, vacations, pension and profit sharing pursuant to plans qualified under federal law and similar benefits related to their time devoted to the Project. Direct Personnel Expense shall not include any bonus or similar plan or arrangement related to the Architect/Engineer's performance on, or profit from, the Project.

**5.1.2. Records.** Direct Personnel Expense for the Architect/Engineer's employees for such hours of their time as are devoted to performing services to the Project shall be evidenced by time records certified by the Architect/Engineer.

5.1.3. Limit. The Architect/Engineer shall use all reasonable means to minimize Direct Personnel Expense.

## **5.2. Reimbursable Expenses**

5.2.1. Definition. Reimbursable Expenses means actual expenditures incurred by the Architect/Engineer or its Consultants in the interest of the Project approved by the City for travel (if approved in advance) in accordance with City policies, transportation between the office of the Architect/Engineer and the Project, long-distance telephone, facsimile communications, reproduction, mailing, computer time, supplies and materials and Consultants. No other expenditures shall be Reimbursable Expenses unless so provided in an amendment in accordance with Subparagraph 9.5.2.

5.2.2. Limits. The Architect/Engineer shall use all reasonable means to minimize Reimbursable Expenses.

## **5.3. Basis of Compensation**

5.3.1. Basic Fee. For Basic Services provided by the Architect/Engineer and all Consultants, the City shall pay the Architect/Engineer a Basic Fee in accordance with Paragraph 5.4 hereof in the amount of \_\_\_\_\_. A change in the Basic Fee may be made only by an amendment in accordance with Subparagraph 9.5.2.

5.3.2. Additional Fees. For Additional Services provided by the Architect/Engineer and any Consultants in accordance with Article III, the City shall pay the Architect/Engineer Additional Fees in an amount negotiated to the mutual reasonable satisfaction of the City and the Architect/Engineer, but in all events, such Additional Fees shall not exceed two and half (2.5) times the Direct Personnel Expense and any applicable Consultant in providing those Additional Services. Additional Fees may be approved only by an amendment in accordance with Subparagraph 9.5.2.

5.3.3. Extent of Basic Fee. The Architect/Engineer's Basic Fee includes all compensation for Basic Services, including without limitation, for salaries or other compensation of the Architect/Engineer's employees at the principal office, branch offices and the field office, general operating expenses of the Architect/Engineer's principal office, branch offices and the field office, any part of the Architect/Engineer's capital expenses, including interest on the Architect/Engineer's capital employed for the Project, overhead or expenses of any kind, except Reimbursable Expenses, any costs incurred due to the negligence of the Architect/Engineer, the Architect/Engineer's general advertising, federal, state or local income, sales or other taxes, state franchise taxes and qualification fees, and membership in trade, business or professional organizations.

5.3.4. Total Compensation. The total compensation of the Architect/Engineer and all Consultants shall consist of the Basic Fee, any Additional Fees, and Reimbursable Expenses.

## **5.4. Method and Terms of Payment**

5.4.1. Basic Fee. Payment of the Basic Fee shall be made monthly upon invoice of actual services performed. The Basic Fee shall be subject to all setoffs in favor of the City for claims against the Architect/Engineer.

5.4.2. Additional Fees, Reimbursable Expenses. Payments of Additional Fees for Additional Services in accordance with Article III and Subparagraph 5.3.2 and for Reimbursable Expenses as set

forth in Paragraph 5.2 shall be made monthly based upon services performed or expenses incurred, as applicable, and as shown by a properly completed and supported invoice of the Architect/Engineer. Invoices shall be sufficiently detailed and supported to permit review by the City for approval or disapproval of any amounts set forth in the invoice.

5.4.3. Payments by Architect/Engineer. Within ten (10) business days of receipt of payment made pursuant to this Agreement, the Architect/Engineer shall pay all portions thereof due to Consultants and to persons who provided items the expenses of which are Reimbursable Expenses.

5.4.4. Compensation for Extension of Project Time. If the Architect/Engineer notifies the City not less than thirty (30) days prior to the time for completion of the Project set by the Project Schedule established pursuant to Subparagraph 1.1.2, that such time for completion is reasonably expected to be exceeded by more than ten percent (10%) through no fault of the Architect/Engineer, the compensation, if any, for Basic Services to be rendered during such extended period shall be negotiated to the mutual reasonable satisfaction of the City and the Architect/Engineer. If, as a result of such negotiation, the City agrees that the Architect/Engineer shall be paid additional compensation, an amendment to that effect shall be executed in accordance with Subparagraph 9.5.2 before the Architect/Engineer renders any services made necessary by such extension of the time of completion, unless otherwise agreed in writing by the City.

## **ARTICLE 6. INSURANCE AND INDEMNIFICATION**

### **6.1. Insurance**

6.1.1. Casualty Insurance. Except when a modification is requested in writing by the Architect/Engineer and approved in writing by the City, the Architect/Engineer shall carry and maintain at the Architect/Engineer's cost, with companies authorized to do business in Ohio, all necessary liability insurance (which shall include as a minimum the requirements set forth below) during the term of this Agreement:

- a. Workers' Compensation and employer's liability insurance to the full extent as required by applicable law;
- b. Commercial general liability coverage for bodily injury and property damage, including limited contractual liability coverage, in not less than the following amounts:
  - i. General Aggregate Limit: \$2,000,000
  - ii. Each Occurrence Limit: \$1,000,000 each occurrence;
- c. Commercial automobile liability coverage, including non-owned and hired, in an amount not less than \$1,000,000.

6.1.2. Professional Liability Insurance. Subject to the City's waiver or modification of Professional Liability Insurance upon written request of the Architect/Engineer, the Architect/Engineer shall maintain insurance to protect against claims arising from the performance of the Architect/Engineer's services caused by any negligent acts, errors, or omissions for which the Architect/Engineer is legally liable ("Professional Liability Insurance"). Except when a waiver is approved by the City upon written request of the Architect/Engineer, such Professional Liability Insurance shall be in an amount not less than \$1,000,000 per claim and in the annual aggregate. The Architect/Engineer shall

endeavor to keep such insurance in effect for so long as the Architect/Engineer may be held liable for its performance of services for the Project. If the Professional Liability Insurance is written on a claims-made basis, such insurance shall have a retroactive date no later than the date on which the Architect/Engineer commenced to perform services relating to the Project. The insurance company issuing the Professional Liability Insurance policy must be authorized to do business in Ohio and have a rating of at least A status as noted in the most recent edition of the Best's Insurance Reports.

6.1.3. Certificates. The Architect/Engineer shall provide the City with certificates of insurance evidencing the required coverages and amounts, including without limitation any certificates of renewal of insurance. The certificates of insurance shall contain a provision that the policy or policies will not be canceled without thirty (30) days' prior written notice to the City.

## **6.2. Indemnification**

6.2.1. Indemnification by Architect/Engineer Generally. To the fullest extent permitted by law, the Architect/Engineer shall and does agree to indemnify and hold harmless the City and its members, officers, officials, employees, and representatives from and against insurable damages, losses, and expenses (including reasonable attorney's fees and other reasonable costs of defense), of any nature, kind or description, which (a) arise out of, are caused by, or result from performance of the Architect/Engineer's services hereunder and (b) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to damage to or destruction of property, including the loss of use resulting therefrom, but (c) only to the extent they are caused by any negligent acts, errors, or omissions of the Architect/Engineer, anyone directly or indirectly employed by the Architect/Engineer or anyone for whose acts the Architect/Engineer is legally liable. This Subparagraph is intended to be, and shall be construed as consistent with, and not in conflict with, Section 2305.31 of the Ohio Revised Code, to the fullest extent permitted.

6.2.2. Intellectual Property Indemnification. To the fullest extent permitted by law, the Architect/Engineer shall and does agree to indemnify and hold harmless the City and its members, officials, officers, employees, and representatives from and against insurable damages, losses, and expenses (including reasonable attorney's fees and other reasonable costs of defense), of any nature, kind or description, which result from infringement of any copyright, patent, or other intangible property right to the extent caused by the negligent act, errors, or omissions of the Architect/Engineer, anyone directly or indirectly employed by the Architect/Engineer or anyone for whose acts the Architect/Engineer is legally liable. The Architect/Engineer shall not be required to indemnify and hold harmless such persons for such matters when the claimed infringement occurs in materials provided by the City.

## **ARTICLE 7. DISPUTE RESOLUTION PROVISIONS**

7.1. Mediation. Instead of, or in addition to, the procedures set forth below, the City and the Architect/Engineer may, by written agreement, submit any claims, requests, disputes, or matters in question between or among them to mediation upon such terms as shall be mutually reasonably agreeable.

**7.2. Notice and Filing of Requests.** Any request by the Architect/Engineer for additional fees or expenses shall be made in writing to the Authorized Representative and filed prior to the final payment of the Basic Fee. Failure of the Architect/Engineer to timely make such a request shall constitute a waiver by the Architect/Engineer of any request for such fees and expenses.

**7.3. Request Information.** In every written request filed pursuant to Paragraph 7.2, the Architect/Engineer shall provide the nature and amount of the request; identification of persons, entities and events responsible for the request; activities on the Project Schedule affected by the request or new activities created by any delay and the relationship with existing activities; anticipated duration of any delay; and recommended action to avoid or minimize any future delay.

**7.4. Meeting with Authorized Representative.** If the Architect/Engineer files a written request with the Authorized Representative pursuant to Paragraph 7.2, the Authorized Representative shall, within thirty (30) days of receipt of the request, schedule a meeting in an effort to resolve the request and render a decision on the request promptly thereafter or render a decision on the request without a meeting, unless a mutual agreement is made to extend such time limit. The meeting scheduled by the Authorized Representative shall be attended by Persons expressly and fully authorized to resolve the request on behalf of the Architect/Engineer. The Authorized Representative shall render a decision on the request within thirty (30) days of the meeting unless a mutual agreement is made to extend the time for decision.

**7.5. Appeal to City Manager.** If the efforts of the Authorized Representative do not lead to resolution of the request within sixty (60) days of receipt of the request provided pursuant to Paragraph 7.2 the Architect/Engineer may appeal to the City Manager by written notice to the Authorized Representative who shall provide the Architect/Engineer an opportunity to present the claim to the City Manager. The City Manager shall render a decision on the request within thirty (30) days of receipt of the claim unless a mutual agreement is made to extend the time for decision. The decision of the City Manager shall be final and conclusive, subject to litigation in a court of competent jurisdiction.

**7.6. Delegation.** No provision of this Paragraph shall prevent the Authorized Representative or the Commission from delegating the duties or authorities of the Authorized Representative or the City to any other Person selected at the discretion of the Authorized Representative.

**7.7. Performance.** The Architect/Engineer shall proceed with the Architect/Engineer's performance of this Agreement during any dispute resolution process, unless otherwise agreed by the Architect/Engineer and the City in writing. The City shall continue to make payment, in accordance with this Agreement, of any amounts not in dispute pending final resolution of any dispute in accordance with this Paragraph.

## **ARTICLE 8. TERMINATION AND REMEDIES**

### **8.1. Termination of Agreement**

**8.1.1. Means of Termination.** This Agreement may be terminated by either party upon seven (7) days written notice should the other party fail to perform in accordance with the terms of this Agreement; provided, however, the Architect/Engineer shall not terminate this Agreement for non-payment if the City initiates the payment process by preparing, executing, and submitting a voucher

for all reasonably undisputed amounts due to the Architect/Engineer within ten (10) days of receipt of the Architect/Engineer's written notice to terminate. This Agreement may be terminated by the City in whole or in part, without cause upon fifteen (15) days written notice to the Architect/Engineer. This Agreement may be terminated in whole or in part, at any time upon the mutual consent of the City and the Architect/Engineer.

8.1.2. Architect/Engineer's Remedies Upon Termination by City Without Cause or Upon Termination by Architect/Engineer. In the event of a termination which is not due to the failure of the Architect/Engineer to perform in accordance with the terms of this Agreement, the Architect/Engineer shall be compensated for all Basic Services of a completed phase performed prior to the termination date in accordance with the percentages set forth in Subparagraph 5.4.1, together with Reimbursable Expenses incurred prior to the termination date. In such event, for services rendered prior to the termination date in an uncompleted Part and for Additional Services, the Architect/Engineer shall receive compensation based on the percentages of completion of that Part or those Additional Services, as applicable, and as reasonably determined by the City, together with Reimbursable Expenses incurred prior to the termination date.

8.1.3. Architect/Engineer's Remedies Upon Termination by City for Cause. In the event of a termination which is due to the failure of the Architect/Engineer to perform in accordance with the terms of this Agreement, the Architect/Engineer shall be compensated only for Basic Services performed and paid for prior to the termination date in accordance with the actual time at billing rates as set forth in 5.3.1., together with Additional Services completely performed prior to the termination date. In such event, the Architect/Engineer shall be reimbursed only for Reimbursable Expenses incurred prior to the date of the notice of termination, unless the City consents in writing to the payment of Reimbursable Expenses incurred after that date.

8.1.4. Architect/Engineer's Remedies Upon Termination by Mutual Consent. In the event of a termination upon the mutual consent of the City and the Architect/Engineer, any compensation for Basic Services or for Additional Services or payment of Reimbursable Expenses shall be negotiated and set forth in an amendment to this Agreement in accordance with Subparagraph 9.5.2 prior to such termination.

8.1.5. Post-Termination Matters. If the City and the Architect/Engineer agree that any services are to be performed for the Project by the Architect/Engineer after any termination date, the amount of any compensation and the method and terms of payment of such compensation or any Reimbursable Expenses related to such services shall be negotiated and set forth in an amendment to this Agreement in accordance with Subparagraph 9.5.2 prior to the commencement of such services. Such amendment and any relevant provisions of this Agreement shall survive termination of this Agreement.

## **8.2. Remedies**

8.2.1. Cumulative Remedies. No remedy conferred upon the City by the terms of this Agreement is intended to be exclusive of any other remedy provided at law or in equity. Each and every remedy of the City shall be cumulative and shall be in addition to any other remedy given to the City hereunder or now or hereafter existing. Except as otherwise provided in this Agreement, no remedy conferred upon the Architect/Engineer by the terms of this Agreement is intended to be exclusive of any other remedy provided at law or in equity. Except as otherwise provided in this Agreement, each and every remedy of the Architect/Engineer shall be cumulative and shall be in addition to any other remedy given to the Architect/Engineer hereunder or now or hereafter existing.

8.2.2. Remedies Not Waived. No delay, omission, or forbearance to exercise any right, power, or remedy accruing to the City or the Architect/Engineer hereunder shall impair any such right, power, or remedy or shall be construed to be a waiver of any breach hereof or default hereunder. Every such right, power, or remedy may be exercised from time to time and as often as deemed expedient.

## **ARTICLE 9. MISCELLANEOUS PROVISIONS**

### **9.1. Ownership and Use of Documents**

9.1.1. Property of City. Drawings and other documents prepared by, or with the cooperation of, the Architect/Engineer or any Consultant pursuant to this Agreement, including all copyrights, are the property of the City whether or not the Project for which they are prepared is commenced or completed. The Architect/Engineer or Consultant, as applicable, may retain copies, including reproducible copies of such drawings and other documents for information and reference. Such drawings or other documents may be used by the City or others employed by the City for reference in any completion, construction, correction, remodeling, renovation, reconstruction, alteration, modification of or addition to the Project, without compensation to the Architect/Engineer or Consultant. Such drawings or other documents shall not be used by the City, or be given or sold by the City to be used by others, on other projects except by agreement in writing and with agreed upon appropriate compensation to the Architect/Engineer or Consultant, as applicable. If an event occurs for which the Architect/Engineer or Consultant may be liable, the City shall notify the Architect/Engineer or Consultant of such event as soon as practical after such event and shall provide access to the Project to the Architect/Engineer or Consultant and their representatives. This Subparagraph shall survive termination of this Agreement.

9.1.2. Architect/Engineer's Intellectual Property. All inventions, patents, design patents, and computer programs acquired or developed by the Architect/Engineer in connection with or relation to the Project shall remain the property of the Architect/Engineer and shall be protected by the City from use by others except by agreement in writing with appropriate and agreed upon compensation to the Architect/Engineer.

9.2. Public Relations. Prior to completion of the Project, any public relations or publicity about the Project shall be solely within the control and with the consent of the City. The Architect/Engineer shall not use the City's name or seal, nor any adaptation thereof, for any advertising or trade purposes, including without limitation press releases, without the express written consent of the City.

9.3. Records. The records of all of the Architect/Engineer's Direct Personnel Costs, Reimbursable Expenses and payments to Consultants pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to the City at all times and shall be maintained for seven (7) years after final acceptance of the Project by the City. All other records kept by the Architect/Engineer related to the Project shall be available to the City at all times and shall be maintained for six (6) years after final acceptance of the Project by the City. Records related to any claim or dispute shall be retained for any longer period necessary to finally resolve the claim or dispute.

9.4. Successors and Assigns. The City and the Architect/Engineer, each bind themselves, their successors, assigns and legal representatives, to the other party to this Agreement and to the successors, assigns and legal representatives of the other party with respect to all terms of this Agreement. The Architect/Engineer shall not assign, or transfer any right, title or interest in this Agreement without the prior written consent of the City.

## **9.5. Extent of Agreement**

9.5.1. Entire Agreement. This Agreement represents the entire and integrated agreement between the City and the Architect/Engineer and supersedes all prior negotiations, representations or agreements, either written or oral.

9.5.2. Amendments. This Agreement may be amended only by an amendment prepared by the City and signed by both the Architect/Engineer and the City.

9.5.3. Multiple Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

9.5.4. Captions. The captions or 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 hereof.

9.5.5. Conditions to Validity. None of the rights, duties, and obligations contained in this Agreement shall be binding on any party until all legal requirements have been complied with.

## **9.6. Governing Law**

9.6.1. Law of Ohio. This Agreement shall be governed by the law of the State of Ohio to the exclusion of the law of any other jurisdiction and the Erie County, Ohio Court of Common Pleas shall have jurisdiction over any action hereunder or related to the Project to the exclusion of any other forum.

9.6.2. Capitalized Terms. Capitalized terms in this Agreement shall have the same meaning as those in the Standard Conditions, unless otherwise defined herein or unless another meaning is indicated by the context.

## **9.7. Notices**

9.7.1. Addresses. All notices, certificates, requests, or other communications hereunder shall be in writing and shall be deemed to be given if delivered in person to the individual or to a member of the company or organization for whom the notice is intended, or if delivered at or mailed by registered or certified mail, postage prepaid, to the appropriate address listed on the first page hereof.

9.7.2. Facsimiles. For convenience of communication only, notices, certificates, requests, or other communications hereunder of fewer than ten (10) pages, except requests for payment, may be sent by facsimile transmission to the City at (419) 627-5933 and to the Architect/Engineer at \_\_\_\_\_. Notices, certificates, requests, or other communications sent by facsimile transmission shall not be deemed to be given unless a counterpart is received or mailed in accordance with Subparagraph 9.7.1. Requests for payment may be sent to the City by facsimile transmission only upon specific direction from the City.

9.7.3. Emergencies. In the event of an emergency involving the Project, including, without limitation, a fatality, serious injury, fire, collapse, flood, utility or power loss to occupied facilities, explosion, or environmental damage, the Architect/Engineer shall immediately notify the City by telephone.

9.7.4. Change of Address. The City or the Architect/Engineer may, by notice given hereunder, designate any further or different addresses telephone numbers or facsimile numbers to which subsequent notices, certificates, requests, or communications shall be sent.

9.8. Severability. If any provision of this Agreement, or any covenant, obligation or agreement contained herein is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if such invalid or unenforceable provision were not contained herein. Such invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement, shall be deemed to be effective, operative, made, entered into, or taken in the manner and to the full extent permitted by law.

9.9. Independent Contractor. The Architect/Engineer and any Consultant is an independent contractor with respect to any services performed hereunder. Neither the Architect/Engineer, nor any Consultant, shall be deemed to be servants, employees, or agents of the City.

# EXHIBIT "1"

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

KS Associates, INC

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

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

CITY OF SANDUSKY, OHIO

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

APPROVAL:

The legal form and correctness of the within instrument is hereby approved.

\_\_\_\_\_  
Brendan Heil  
Law Director

EXHIBIT "1"

CERTIFICATE OF FUNDS

In the matter of:

Sandusky Bay Initiative Project 2  
Beneficial Re-Use of Dredge Material

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the City of Sandusky, Ohio under the foregoing Agreement 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 the appropriate fund, free from any previous encumbrances. This certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code (ORC)

Dated: \_\_\_\_\_, 2023

EXHIBIT "1"  
CITY OF SANDUSKY, OHIO

By: \_\_\_\_\_  
Michelle Reeder, CPA  
Finance Director

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

\_\_\_\_\_  
Not to Exceed Amount



Civil Engineers + Surveyors

May 24, 2023

260 Burns Road, Suite 100  
Elyria, Ohio 44035  
P 440 365 4730  
F 440 365 4790  
[www.ksassociates.com](http://www.ksassociates.com)

Aaron Klein, P.E.  
Director, Public Works  
City of Sandusky  
240 Columbus Avenue  
Sandusky, Ohio 44870

**RE: Sandusky Bay Initiative Project 2 Beneficial Re-Use of Dredge Material  
KS Project #22171**

Dear Mr. Klein:

Please accept this proposal for professional engineering and surveying services that may be required to meet your objective.

**Project Objective:**

We understand that the City of Sandusky (Client), in partnership with the Ohio Department of Natural Resources (ODNR), wishes to complete the initial Phase of the Sandusky Bay Initiative Project at the Cedar Point Causeway Wetlands (Project 1) and develop a second project to restore coastal habitat through the beneficial re-use of dredge material (Project 2). Completion of the Cedar Point Causeway Wetlands will require modification of the current design to accommodate additional dredge material, updating the existing permits for the project, coordination with the U.S. Army Corps of Engineers (USACE) for placement of the additional dredge material, coordination with Cedar Point, monitoring settlement of dredge material, developing construction drawings for the final grading and habitat establishment, and bidding and construction phase services. The development of Project 2 will require stakeholder engagement and site selection, site conditions analysis, preliminary design, coordinating with upland property owners at the project site, regulatory permitting, design development and bidding and construction phase services. To accomplish this objective, we recommend the following scope of services:

**Project 1 – Completion of the Cedar Point Causeway Wetlands**

**Task 1: Management and Monitoring prior to Second Dredge Placement**

- A. Temporary Seeding: KS will engage RES to provide ecological review of the project planting plans, schedules, and related details to determine if temporary seeding is warranted prior to the second dredge placement or after the second dredge placement but prior to final establishment of wetlands. RES will develop a temporary seeding plan if it is determined that seeding would be beneficial or that vegetation could be established prior to the second dredge placement. Placement of temporary seeding is not included in this scope item as it will be dependent on the seeding plan.
- B. Invasive Species Control: Based on monitoring of the project site and the anticipated timing of the second dredge placement, invasive species control is not expected to be required prior to second

dredge placement.

- C. **Pre-Placement Grading Plans and Support:** The dredge placement plans for the second dredge cycle may require grading to manipulate the material from the first dredge placement in order to facilitate and expedite dewatering and consolidation. KS will coordinate future dredge placement plans with the USACE. If required, KS will develop bidding documents for selecting a contractor to grade the existing dredge material. KS will attend a pre-bid meeting with potential contractors, answer questions and issue addenda (if required) during the bidding process, and assist the City with selecting a contractor to complete the grading. KS will coordinate with the contractor during construction, attend construction observation site visits (as required), and provide engineer of record services during construction (respond to contractor requests for information, review submittals, and review contractor pay applications).
- D. **Structure and Settlement Inspections:** KS will perform bi-weekly drone surveys to monitor the condition of the perimeter breakwater and settlement of dredge material. KS will also perform monthly site visits to inspect the condition of the breakwater. The site visit will include a visual inspection for damage, displaced stone, and potential areas of washout. KS will also take measurements of the free water above the dredge material at ten (10) locations to track settlement.
- E. **Hydrographic Survey:** KS will perform a hydrographic survey of open-water areas inside the perimeter breakwater, including the dredge placement area, and outside the perimeter breakwater, including the channel at the north culvert under the Cedar Point Causeway. The purpose of the survey will be to map consolidation of the dredge material placed in 2022, determine if dredge material migrated through the perimeter breakwater during placement (resulting in a decrease of water depths outside the perimeter breakwater), and to determine if sediment from Sandusky Bay is collecting in the channel to the Cedar Point Causeway culvert.

## **Task 2: Design Modification and Permitting**

- A. KS updated the dredge placement plans and proposed grading to accommodate an additional 140,000 cubic yards of dredge material within the perimeter breakwaters (a second dredge cycle) under a previous contract. The updated grading generally increases the elevation around the perimeter of the project but preserve the footprint of the proposed creek in the current design. The placement of additional dredge material requires authorization from the U.S. Army Corps of Engineers pursuant to Section 404 of the Clean Water Act and Section 10 of the Rivers and Harbors Act. The project may also require authorization from the Ohio Department of Natural Resources pursuant to Ohio Revised Code Section 1506. KS prepared updated permit application documents for submittal to the USACE and ODNR to obtain authorization for the placement of an additional 140,000 cubic yards of dredge material under the previous contract. The updated permit application documents include a transmittal letter, updated application forms (ENG Form 4345, Coastal Permits and Lease Application, ODNR Consistency Certification Statement), updated application drawings, photo sheets, and an updated Adaptive Management Plan.
- B. Authorization is anticipated to be required from the Ohio Environmental Protection Agency (OEPA) for the placement of additional dredge material. Once the USACE publishes a public notice or provides a provisional authorization for the placement of additional dredge material, KS will prepare an application for a Section 401 Water Quality Certification or Director's Authorization for the project. The application package will include:
  - a. Application Form
  - b. Lake impacts table
  - c. Statement regarding waters delineation (with site photos)

- d. Correspondence with the USACE, ODNR and U.S. Fish and Wildlife Service documenting requests for environmental review comments
- e. Statement regarding jurisdictional determination
- f. Narrative alternative and antidegradation analysis
- g. Project mapping (with application drawings)
- h. Proposed mitigation and monitoring plan
- i. Statements regarding wetland characterization and stream use attainability.

OEPA application fees are dependent on the proposed impacts but the project is anticipated to require the maximum application fee of \$5,000 for a public project. An initial application fee, up to \$2,600, is due at the time the application is submitted. The remaining fee is due once the permit is issued. Public notice publication fees are anticipated to be approximately \$1,000. OEPA application and public notice fees will be paid by KS as project expenses and included on monthly invoices for the project.

- C. Regulatory Coordination: The design team will coordinate with the ODNR, USACE, and OEPA during the review of the permit applications. We will answer questions and provide clarifications to the regulatory reviewers, as required. We will coordinate any requests for design revisions with the City and make any revisions required by the agencies. KS anticipates scheduling monthly regulatory coordination meetings for the first 3-4 months of the permit review period, then increasing frequency to bi-weekly meetings until permits are issued.
- D. Modifications to the Proposed Design: The permit documents prepared under Task 2A (under a previous contract) for the second dredge placement assume that the channel for the culvert at the north end of the Cedar Point Causeway will be left open following the second dredge placement. This approach is intended to expedite permit submittal, initiate permit reviews, and start coordination with the regulatory agencies but will need to be studied during the permit review period. KS recommends using numerical modeling to evaluate circulation and flushing in the project area. This will require updating the wave transformation modeling using the Simulating Waves Nearshore Model (SWAN 41.31A, Delft University of Technology, 2020, 2003). Circulation and flushing will be evaluated using the Delft3D-FLOW model, which simulates flow and the dispersion of tracers given the water levels and wave conditions from the SWAN model. Circulation and flushing will be evaluated for two alternatives - leaving the channel to the culvert open, or closing off the channel to increase circulation in the stream and wetland. The deliverable for this item will be a technical memorandum summarizing the modelling procedures, results, and recommendations for selecting an alternative.

### **Task 3: Bidding and Construction Phase Services During Dredge Placement**

- A. KS previously prepared dredge placement plans for inclusion in the USACE bid documents for the dredging of the Sandusky Harbor Federal Channel. The plans were submitted to the USACE on March 31, 2023.
- B. Bidding Phase Services: KS will coordinate with the USACE to answer questions from potential contractors during the bidding period and provide updated plans, if required, for inclusion in bid addenda to be prepared by the USACE.
- C. Construction Phase Services: KS will attend the preconstruction meeting with the USACE and the selected contractor to discuss the dredge material placement requirements. KS will coordinate with the USACE to respond to contractor requests for information (RFIs) related to the dredge placement. KS will coordinate and attend regular construction status meetings and site visits during the duration of the dredge contract and material placement.

- D. KS will perform weekly drone inspections to monitor the placement of dredge material and the condition of the perimeter breakwater for the duration of the USACE dredging contract.

#### **Task 4: Management and Monitoring During Consolidation and Settlement**

- A. Temporary Seeding: KS will engage RES to provide ecological review of the project planting plans, schedules, and related details to determine if temporary seeding is warranted prior to the second dredge placement or after the second dredge placement but prior to final establishment of wetlands. RES will develop a temporary seeding plan if it is determined that seeding would be beneficial or that vegetation could be established prior to the second dredge placement. Placement of temporary seeding is not included in this scope item as it will be dependent on the seeding plan.
- B. Invasive Species Control: If required, RES can apply an EPA approved aquatic herbicide aerially using an unmanned aircraft system (UAS) to the project area. The EPA aquatic herbicide is effective for control of common reeds (*Phragmites australis*) and other noxious species. The estimated fee for this item assumes treatment will be required for 18 total acres. The fee would be reduced if lesser areas require treatment. The scope for this item includes one spraying event and one follow-up site visit to observe and provide guidance on the treatment effectiveness. RES will prepare a memorandum following the treatment to document the herbicide records and map the treated areas.
- C. Structure and Settlement Inspections: KS will perform periodic drone surveys to monitor the condition of the perimeter breakwater and settlement of dredge material. We anticipate collecting drone photos and videos bi-weekly for approximately 2 months after dredge placement, then monthly until final habitat establishment. KS will also perform monthly site visits to inspect the condition of the breakwater. The site visit will include a visual inspection for damage, displaced stone, and potential areas of washout. KS will also take measurements of the free water above the dredge material at ten (10) locations to track settlement.

#### **Task 5: Future Dredge Cycles and Final Habitat Establishment**

- A. Planning for any potential future dredge cycles (beyond the second dredge material placement), and design of final habitats are not included in this scope of services and will be performed under a future authorization.

### **Project 2 – Beneficial Re-use of Dredge Material**

#### **Task 1: Stakeholder Engagement and Site Selection**

- A. KS will attend a project Kickoff Meeting with the City of Sandusky and ODNR to review the scope of services, design requirements, site conditions and schedule requirements.
- B. KS will request and review copies of construction contracts from the 2022 dredging of the Sandusky Harbor Federal Navigation Channel and placement of the dredge material into the Cedar Point Causeway Wetlands project to aid in cost planning and establishing budgets for future dredge placement.
- C. The Design Team will assist the City and ODNR with selecting up to three locations for consideration as sites for Project 2. Potential sites include the shore along the Norfolk Southern Railroad (west of the Sandusky Coal Dock) and the shore of the Cedar Point Causeway.
- D. The Design Team will assist the City with engaging and coordinating with property owners at each of the potential project sites to gauge their support of the project and interest in participating.

The Design Team will make reasonable efforts to engage each property owner (including Norfolk Southern Railway) but cannot guarantee participation from private property owners.

- E. The Design Team will engage local stakeholders and host a community engagement event to present, confirm, and refine the projects goals and discuss the benefits of each site identified. Integrating input from project partners and engaging stakeholders and the community directly in the planning process is crucial to building public support for the project, which can aid in obtaining regulatory authorizations and funding for the project.
- F. Following the community engagement event, the KS Team will develop a matrix comparing the benefits of each project location with consideration of property ownership support for the project, metocean characteristics, ease of permitting, potential negative impacts at each location, potential capacity for placement of dredge material, budgetary cost opinions, and proximity to the Federal Channel. The KS Team will assist the City and ODNR with final selection of the location for Project 2.

## **Task 2: Site Conditions Analysis**

Once the project location is selected, the following site investigations will be performed.

### **A. Inspection of Existing Structures**

KS will review historical documents and as-built drawings of the existing structures in the project area, and research and collect available record data related to the existing structures at the project site from the USACE and ODNR. Following the record research, KS will perform a visual inspection of the above-water portions of the existing waterfront infrastructure within the project area. The waterfront structures will be inspected for visible deterioration or damage that may affect the design or construction of new site features. The stone breakwaters will be inspected for signs of deterioration, stone displacement or settling. Visible and accessible portions of the sheet pile bulkheads will be inspected for signs of corrosion and damage. We will inspect areas adjacent to the shore structures for signs of settlement, cracked or uneven pavement, spalling, and exposed reinforcement. Where required, we will also measure sheet pile thicknesses near the cap and waterline to estimate remaining sheet pile sections.

### **B. Hydrographic, Topographic and Boundary Surveys**

KS will perform a hydrographic survey of the project area with a GPS enabled single beam echo sounder (Seafloor Systems Hydrolite- TM Milspec) from a survey boat. The hydrographic survey will measure lakebed bathymetry in a detailed grid within the project area and will measure lakebed bathymetry in a wider grid in areas required to supplement existing bathymetric data to develop a model grid for nearshore wave transformation modeling.

KS will perform a limited topographic survey to map the existing structures, grades, and elevations along the shore of the project area. Survey data will be collected using standard survey methods in U.S. Survey Feet referencing Ohio State Plane, North Zone NAD83(2011) as a horizontal datum and IGLD 1985 as a vertical datum. The survey will be limited to features of existing shoreline structures (steel sheet piling, stone revetments, concrete caps, outfall structures, breakwaters, etc. as required for incorporation of the existing structures into the project.

KS will perform limited boundary surveys of the upland parcels adjacent to the project area. The boundary surveys will be limited to collection of data required to prepare Submerged Lands Lease plats and descriptions for the proposed project features extending lakeward of the natural shoreline.

KS will coordinate with the ODNR Office of Coastal Management and will delineate the natural shoreline throughout the project area and prepare littoral partitions for each lakefront parcel. KS will also map any existing Submerged Lands Leases and the limits of the Sandusky Harbor Federal Navigation Channel in the project area.

#### C. Geotechnical Investigations

In order to characterize subsurface conditions for the design of the new shore protection, KS will engage a qualified subconsultant to advance two soil borings along the proposed alignment of the restored shoreline. A geotechnical report will be provided containing the soil boring logs and any general comments and recommendations for bank stabilization at the bore hole locations.

KS will review the information provided in the geotechnical report and make a determination that the borings were acquired per plan and will serve as the basis of design. If KS determines that the borings were not acquired per plan or indicate unusual conditions, KS may recommend additional services which may include additional geotechnical investigations. Additional services are the financial responsibility of the Client and would be authorized only upon the Client's written consent. The Client is specifically alerted to the fact that boring logs and related information depict subsurface conditions only at the specific location of the soil boring and at the particular time designated on the logs. Soil conditions at other locations may differ from conditions occurring at this boring location.

The design of the subject facility will be based on site conditions as they existed at the time of the drilling and assume that the exploratory borings are representative of the subsurface conditions of the whole site. If, during construction, subsurface conditions are found which are significantly different from those observed in the exploratory boring, KS should be advised at once so that we can review these conditions and reconsider our designs where necessary. If there is a substantial lapse of time between the submission of the design and the start of work at the site, or if conditions have changed due to natural causes or construction operations at or adjacent to the site, KS should be advised at once so that we can review these conditions and reconsider our designs where necessary, considering the changed conditions and/or time lapse.

Unanticipated soil conditions are commonly encountered on construction sites and cannot be fully anticipated by merely taking soil borings. Such unexpected conditions frequently require that additional expenditures be made to attain a properly constructed project. It is recommended that the Client consider providing a construction contingency fund in the project budget to accommodate such potential extra costs.

#### D. Level 1 Ecological Survey

KS will engage RES to perform Level 1 Ecological Survey of the project area in accordance with the Ohio Department of Transportation (ODOT) Ecological Manual (ODOT 2014) to help determine impacts to water resources, endangered species populations, and suitable habitats for endangered species. The Level 1 ESR will include a Literature Review, an Ecological Resources Field Survey and an Ecological Survey Report. We will share the results of the Ecological Survey with the USACE, OEPA and ODNR.

#### E. Review of Reference Sites

KS will engage RES to research, identify, and field evaluate potential sites to be used as references for habitat restoration or creation within the proposed project. Natural resources and existing facilities data will be collected at the reference sites. RES will evaluate the sites for correlation to possible habitats for the proposed project. The Design Team does not anticipate the

need to generate an individual report for each reference site. The data collected will be compiled and used for analysis to develop habitat ecotypes for the proposed project. One reference site will be selected and evaluated for each type of habitat or habitat zone anticipated to be included in the project (open water, wetland, emergent wetland, and scrub/shrub).

#### F. Metocean Analysis and Modeling

KS will perform a meteorological and oceanographic analysis to develop the design water level and wave conditions for the project site (metocean analysis). The metocean analysis will include a detailed water level analysis utilizing historical and recent water level records to determine the frequency of occurrence of extreme water level events. The statistics will summarize the results for 2, 5, 10, 25, 50 and 100-year design return events. Based on the range of design water levels and historical wind data, KS will perform a nearshore wave analysis to determine fetch and depth limited wave characteristics and will select a range of design waves to be considered. The metocean analysis will also include a qualitative regional sediment transport analysis to determine the sedimentation and littoral drift patterns in the project area. The results of the metocean analysis will be used to select design conditions for the new shore protection and develop the wave and shoreline response modeling.

The proposed new features will impact littoral processes in the project area. Numerical modeling will be used to evaluate the design wave conditions and the circulation and flushing in the project area. Wave transformation modeling will be conducted using the Simulating Waves Nearshore Model (SWAN 41.31A, Delft University of Technology, 2020, 2003). SWAN estimates the refraction, diffraction, breaking, dissipation, and wind growth of nearshore waves using a spectral approach, where each wave case is treated as a combination of wave components covering a range of frequencies and directions. SWAN may be run in time dependent or stationary mode, where the waves are assumed to vary slowly with time. Inputs to the SWAN model include the bottom bathymetry, winds, and offshore wave conditions in either spectral format or in terms of height, period, and direction only. Outputs to the model include the wave height, period, and direction across the entire model grid or mesh and wave spectra at specific locations. The SWAN model will be calibrated using existing wave measurements from the National Oceanographic and Atmospheric Administration (<https://www.ndbc.noaa.gov/>). The SWAN model will then be used to evaluate the nearshore design waves given the existing conditions and post-construction conditions with impacts of the proposed project.

Circulation and flushing will be evaluated using the Delft3D-FLOW model, which simulates flow and the dispersion of tracers given the offshore water levels and wave conditions from the SWAN model. Delft3D-FLOW is specifically designed to run concurrently with SWAN, where information exchanged between the two models to estimate the contribution of waves to flow and the effects of currents and varying water levels on wave propagation. Circulation and flushing will be evaluated for the existing and design conditions given a low water level scenario (near Low Water Datum, 569.2 feet IGLD 1985) and a high-water level scenario (above Ordinary High Water, 573.4 feet IGLD 1985).

The deliverable for this item will be a technical memorandum summarizing the results of the metocean analysis, modelling procedures, results, and design implications.

### Task 3: Preliminary Design

- A. The KS Team will develop three to four conceptual alternatives for creating or restoring coastal habitat through the beneficial re-use of dredge material at the selected project location. The alternatives will be developed with consideration of the refined project goals identified in the initial stakeholder engagement. The KS Team will prepare preliminary conceptual design drawings and renderings for each alternative. We will prepare a narrative alternative analysis describing each

alternative and key advantages or disadvantages.

- B. The KS Team will coordinate and host a stakeholder engagement event to solicit input for the preliminary design. The purpose of the event will be to provide an update on the site selection (following the first outreach event) and present the conceptual alternatives. Engagement approaches will be geared toward identifying common objectives, opportunities, preferences, and priorities. The engagement strategy will seek to maximize opportunities for the stakeholders and the community to participate, review, and comment on conceptual designs to continue to build public and regulatory authority support for the project.
- C. The KS Team will compile the input from the stakeholder event and technical alternative analysis to prepare a matrix comparing the alternatives. KS will meet with the City and ODNR to review the alternatives and aid in selecting a preferred alternative.
- D. Once a preferred alternative is selected, the KS Team will develop preliminary designs and an engineer's preliminary opinion of probable construction costs for the project. The preliminary design drawings will depict perimeter containment structures, dredge material placement, grading, planting, and habitat features. The preliminary drawings will be developed to "permit-level" for submission to the USACE, ODNR, and OEPA in Task 4.
- E. Coastal Modeling: KS will update and re-run the models to incorporate the design of the new structures and habitat areas. KS will also perform storm erosion modeling, long-term erosion and beach fill performance modeling, and shoreline response modeling if required to validate the preliminary design.

KS will use the Kriebel and Dean (1993) analytical model or another suitable analytical model to estimate erosion during coastal storms. The storm erosion model will be applied to the 50%, 10%, 2%, and 1% annual chance (2-, 10-, 50-, and 100-year) extreme storm conditions. Outputs from the model will include the estimated shoreline recession and representative beach profiles.

KS will use historic retreat rates based on past surveys and analytical models developed by USACE (1987) and the University of Florida (1998) to evaluate erosion, beach fill performance, and the effects of proposed structures over the next 5 to 10 years. Outputs from the model will include the estimated shoreline changes for all scenarios and equilibrium beach profiles for alternatives that include beach fill.

KS will provide the results in an addendum to the technical memorandum developed in Task 2.

#### **Task 4: Regulatory Permitting**

The proposed project will require authorization from the U.S. Army Corps of Engineers pursuant to Section 404 of the Clean Water Act and Section 10 of the Rivers and Harbors Act. The project will also require authorization from the Ohio Environmental Protection Agency pursuant to Section 401 of the Clean Water Act. The project will also require a Shore Structure Permit, Submerged Lands Lease and Federal Consistency Certification from the Ohio Department of Natural Resources (ODNR) pursuant to Ohio Revised Code Section 1506 and 16 USC 1456. Authorization for Private Aids to Navigation are also likely to be required from the U.S. Coast Guard. Coordination will also be required with the U.S. Fish and Wildlife Service, ODNR Division of Wildlife, and Ohio History Connection.

- A. Upon approval of the preliminary design, we will prepare applications for authorization from the USACE and ODNR. The application package will include
  - a. USACE Application (Eng Form 4345)
  - b. ODNR Coastal Permits and Lease Application form

- c. Application drawings
  - d. Site photos and photo key map
  - e. Design calculations documenting the ability of the perimeter breakwater/dredge containment structures to dissipate wave energy, preserve the dredge material within the containment structure, and prevent resuspension and related turbidity or loss of dredge material into the littoral system. The design calculations will include a summary of the metocean studies and coastal modeling documenting design conditions and demonstrating water circulation through the project area to reduce the risk of eutrophication or reduced water quality within the project area.
  - f. An alternatives analysis including a narrative of alternatives considered, conceptual level design drawings of each alternative, calculations for potential fill volumes for each alternative, a conceptual level engineer's opinion of probable construction costs for each alternative, and a summary of relative benefits and disadvantages of each alternative justifying the selection of the preferred alternative with consideration of fill volumes, dredge placement capacities, habitat improvements, costs, and social and economic benefits to the surrounding communities and region.
  - g. An engineering memo regarding environmental impacts and restrictions such as impacts to threatened or endangered species and in-water work restrictions.
- B. The design team will prepare the application packages and provide them to the City for signature. Once the applications are signed, KS will compile the required documents and submit them to the USACE and ODNR on behalf of the City.

Because the project is located along the shore of Lake Erie, the USACE jurisdiction is known. Individual and cumulative impacts to the human environment are also assumed to be minimal for typical projects on Lake Erie. Therefore, a Jurisdictional Determination should not be required and is not included in this scope of services. If these documents are required by the USACE or for project funding, we can prepare them for an additional fee.

We do not anticipate that the proposed project will have adverse effects to historic properties. The KS Team will prepare a project summary form to be submitted to the USACE to assist with their coordination with the Ohio Historic Preservation Office (pursuant to Section 106 of the Historic Preservation Act). This scope of services does not include historical or archaeological investigations, coordination, evaluations, or data recovery. If additional historical or archaeological coordination is required, the design team can perform as additional services for an additional fee.

- C. Once the USACE publishes a public notice for the project, the design team will prepare an application for an Individual Water Quality Certification from the Ohio Environmental Protection Agency pursuant to Section 401 of the Clean Water Act. The application will include:
- a. Application Form;
  - b. Lake impacts table
  - c. Statement regarding waters delineation (with site photos)
  - d. Correspondence with the USACE, ODNR and U.S. Fish and Wildlife Service documenting requests for environmental review comments
  - e. Statement regarding jurisdictional determination
  - f. A narrative alternative and antidegradation analysis

- g. Project mapping (with application drawings)
- h. A proposed mitigation and monitoring plan
- i. And statements regarding wetland characterization and stream use attainability.

OEPA application fees are dependent on the proposed impacts but the project is anticipated to require the maximum application fee of \$5,000 for a public project. An initial application fee, up to \$2,600, is due at the time the application is submitted. The remaining fee is due once the permit is issued. Public notice publication fees are anticipated to be approximately \$1,000. OEPA application and public notice fees will be paid by KS as project expenses and included on monthly invoices for the project.

D. Additional documents are anticipated to be required during the USACE, ODNR and OEPA review of the initial applications. The following documents are anticipated to be created and submitted during the permit reviews based on coordination with regulatory review staff:

- a. Once the USACE and ODNR permit reviews have progressed and it is determined that design revisions are not anticipated as a result of their technical reviews, KS will prepare a Submerged Lands Lease Plat and Description for the proposed lease modification. KS will also request a resolution from the local authority to complete the ODNR application.
- b. A dredge placement plan documenting plans for the placement and consolidation of dredge material during the duration of the project.
- c. Detailed summaries of anticipated construction operations with explanations of items that will be required by the construction documents and items that will be left for the contractor to plan as means and methods. The USACE and OEPA will likely require an explanation of constructability, schedule, and cost risks associated with dictating contractor means and methods for items within the purview of their permit reviews.
- d. Adaptive management plans including plans for:
  - i. Definition of the monitoring periods and anticipated project duration.
  - ii. Performance metrics for dredge material placement, establishment of habitat zones, stability and performance of the perimeter breakwater/dredge containment structure, invasive species management, quality of vegetation (based on Vegetative Index of Biotic Integrity scores), and establishment of indicator species.
  - iii. Establishment of thresholds when performance metrics are not met that will require corrective actions to be performed. The plan will also include potential corrective actions such as repairs to the perimeter breakwater/dredge containment structure, re-grading dredge material affected by wave energy or storm events, invasive species management, and repairs or enhancements to temporary or permanent vegetation or habitat areas.
  - iv. Requirements for performance monitoring, including frequency of inspections and reporting. Monitoring reports are anticipated to require: site photographs, topographic and hydrographic surveys, structural assessments of the perimeter breakwater/dredge containment structures, vegetation assessments (VIBI-FQ), and habitat assessments. Requirements for monitoring and reporting will likely be required for the time period between permit approval and project completion. The Adaptive Management Plan will likely include detailed requirements for reporting to each permitting agency.
  - v. Contingency plans will likely be required for adaptive management of the project

if performance metrics are not met throughout the duration of the project.

- vi. The permitting agencies are likely to require financial assurances or documentation that the agency or agencies responsible for the project have the financial ability to meet the performance metrics, including potential modifications to the project, throughout the duration of the project.
- E. The ODNR, USACE, or OEPA may require a mussel survey to preclude impacts to endangered or threatened freshwater mussel species. Due to the location, the type of project, and anticipated impacts, a mussel survey is not anticipated to be required and is not included in the fee for this item. If a mussel survey is required, we will engage a qualified subconsultant to perform the mussel survey as an additional service for an additional fee. Completion of a mussel survey is not included in this scope of services.
- F. The design team will coordinate with the ODNR, USACE, and OEPA during the review of the permit applications. We will answer questions and provide clarifications to the regulatory reviewers, as required. We will coordinate any requests for design revisions with the City and make any revisions required by the agencies. KS anticipates scheduling monthly regulatory coordination meetings for the first 6-9 months of the permit review period, then increasing frequency to bi-weekly meeting until permits are issued.

#### **Task 5: Design Development**

##### **A. 60% Design Deliverable**

KS will perform concept refinement and detailed design to develop 60% design documents for the proposed project. The 60% design will incorporate input from the City and ODNR's review of the permit-level design documents. KS will also coordinate with regulatory agencies and incorporate input from environmental review staff as the permit reviews progress. The 60% drawings are expected include:

- a. Title sheet and location map
- b. General notes
- c. Anticipated permit conditions
- d. Existing site plans
- e. Demolition plans identifying any existing waterfront structures planned to be demolished
- f. Site plans showing the final condition of the project area following the shoreline restoration and protection
- g. Elevations and cross sections
- h. Construction details

KS will prepare a listing of technical specifications to be included in the bid documents.

KS will prepare an updated, 60% level, opinion of probable construction costs.

KS will attend one design review meeting with the City and ODNR to present and discuss the 60% design.

##### **B. Constructability Review and Marine Operations Planning**

KS will review the site conditions, access, physical constraints and potential permit conditions to develop a plan for anticipated construction operations for construction of the perimeter breakwater or dredge containment structures, dredge placement, grading, and seeding/planting. The purpose of the constructability and marine operations planning will be to ensure that the project is constructible and that potential construction costs related to access, equipment

requirements, and production rates are appropriately planned for in the final cost opinions. The constructability review will include planning for anticipated construction operations so that specific requirements such as permit conditions can be included in the technical specifications in a manner that does not dictate contractor means and methods.

KS will solicit comments from potential contractors regarding constructability or feasibility of specific construction operations, as needed, to support the constructability review.

KS will prepare plans for temporary structures or facilities that may be required for construction or dredge placement.

KS will coordinate with the regulatory agencies to ensure short term impacts during construction are considered in their review and included in the final permits. KS will request a waiver of in-water work restrictions from ODNR and the USACE if the results of the constructability review suggest a waiver will be required for the contractor to meet the schedule requirements.

The deliverable for this item will be a matrix of potential alternatives construction operations (for example, construction using land based equipment vs. marine equipment). The narrative will list potential efficiencies or challenges with each alternative.

#### C. 90% Design Deliverable

KS will perform concept refinement and detailed design to develop 90% design documents for the proposed project. The 90% design will incorporate input from the City and ODNR's review of the 60% design documents and environmental review staff as the permit reviews near completion. The 90% drawings are expected to include:

- Title sheet and location map
- General notes
- Anticipated permit conditions
- Existing site plans
- Construction access plans
- Demolition plans identifying existing waterfront structures planned to be demolished
- Plans showing material stockpile locations and transport routes
- Plans for temporary facilities for unloading of material or dredge placement
- Site plans showing the final condition of the project area
- Layout and location plans showing coordinates of proposed structures
- Elevation views of proposed structures
- Cross sections of proposed structures
- Construction details for proposed structures
- Storm Water Pollution Prevention Plans (if required) or Best Management Practices.
- KS will prepare technical specifications to be included in the bid documents.

KS will prepare an updated, 90% level, opinion of probable construction costs.

KS will prepare dredge material placement plans and requirements for inclusion in USACE bid documents for the dredging of the Sandusky Harbor Federal Navigation Channel.

KS will attend one design review meeting with the City and ODNR to present and discuss the 90% design.

#### D. Supplemental Permitting

KS will coordinate with the U.S. Coast Guard and prepare applications for any Private Aids to Navigation required for the project.

If required, KS will prepare an application for a Floodplain Development Permit for the proposed project.

If required by the OEPA, KS will prepare an abbreviated Storm Water Pollution Prevention Plan for the in-water work and will prepare a Notice of Intent for submittal to the OEPA.

The Contractor that is hired to construct the project will be responsible for obtaining any local building permits required for the proposed construction.

E. 100% Bid Documents

After your notice to proceed or receipt of all regulatory authorizations, KS will prepare 100% construction plans, technical specifications and a final engineer's opinion of probable construction costs for the project. KS will attend one review meeting after delivering the final construction documents.

**Task 6: Bidding Services for Dredge Containment Structures**

- A. KS will compile the final plans, specifications, and bid forms into a final bid package and will assist the City with bid advertisement.
- B. KS will schedule, coordinate, and attend a pre-bid meeting with potential contractors.
- C. KS will answer questions from contractors during the bidding period to provide clarifications regarding design intent, permit conditions, bid items, quantities, or other items requiring additional information for submittal of the bids.
- D. KS will prepare any addenda required during the bidding period.
- E. KS will assist the City with review of bids and make a recommendation for contractor selection.
- F. I think it's worth stating that any re-bidding of the project for any reason is an additional service.

**Task 7: Construction Phase Services for Dredge Containment Structures**

- A. KS will coordinate and attend a preconstruction meeting with the City, ODNR and the selected contractor.
- B. KS will provide Engineer of Record services during construction, including submittal review, responding to contractor requests for information (RFIs), review of applications for payment from the contractor, and coordinating with regulatory agencies.
- C. KS will coordinate and attend regular construction status meetings during the construction phase.
- D. The KS Team will provide onsite construction observation and will track schedules, quantities, and progress throughout the construction phase.
- E. KS will assist the city with review and negotiation of any Change Order requests submitted by the contractor.

- F. KS will manage project closeout and compliance documentation including review of as-built drawings (to be prepared by the Contractor). KS will prepare and submit project completion notifications to the USACE, ODNR and OEPA upon construction completion.

#### Clarifications

- Please note that the preliminary drawings prepared for the purpose of demonstrating design concepts or obtaining permits are not final construction drawings and will be clearly marked "Not for Construction". The Client is cautioned and advised not to use preliminary plans for construction.
- The engineer's opinion of probable construction cost will be made based on the engineer's experience and qualifications and represent the engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, because the engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, the engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by the engineer.

#### Additional Services

- KS has estimated the engineering effort necessary to perform this work based on our past experience and our understanding of the prevailing requirements. We have included a modest amount for MINOR revisions that may be requested or required by the reviewing agencies. If extensive revisions are mandated by ODNR, the USACE, the OEPA, or the Client after permit drawings and applications are completed, we will seek additional compensation before beginning such out-of-scope work.
- The scope of services included above describes all services to be provided by KS under this contract. Any items not specifically listed in this proposal are not included. If the City requests additional surveying or engineering services beyond those included in this proposal, or if KS determines that additional services are required, KS will request a modification to this contract before the services are provided.

#### Timetable

KS will endeavor to complete each Task in accordance with the following milestone schedule:

- Task 1: Site Selection – 60 calendar days after Client authorization
- Task 2: Site Conditions Analysis – 60 days
- Task 3: Preliminary Design – **90 days**
- Task 4: Preparation of Permit Applications – 30 days
- Task 5: Design Development and Regulatory Coordination – 365 days
- Task 6: Bidding Phase Services – 60 days
- Task 7: Construction Phase Services – 180 days

KS will endeavor to perform our services as expeditiously as is consistent with the professional standard of care. However, the overall project development schedule will be dependent on the time required to obtain regulatory authorizations, which is beyond the control of the KS or the Client.

## Fee & Standard Conditions

Our fee for the cited scope of services will be billed at our standard hourly rates at the time services are performed, not to exceed a maximum of \$862,145. Reimbursable expenses and subconsultant fees will be billed at cost, without markup. The fee is anticipated to be billed as follows.

### **Project 1 - Cedar Point Causeway Wetlands**

Task 1: Management and Monitoring prior to 2nd Dredge Placement	\$38,318
Task 2: Design Modification and Permitting for 2nd Dredge Placement	\$56,240
Task 3: Bidding and Construction Phase Support Services During Dredge Placement	\$14,552
Task 4: Management and Monitoring During Consolidation and Settlement	\$35,965
Task 5: Future Dredge Cycles and Final Habitat Establishment	\$0
Total for Project 1	\$145,075

### **Project 2 - Beneficial Re-Use of Dredge Material (Additional Site)**

Task 1: Stakeholder Engagement and Site Selection	\$49,738
Task 2: Site Conditions Analysis	\$85,482
Task 3: Preliminary Design	\$113,204
Task 4: Regulatory Permitting	\$110,534
Task 5: Design Development	\$135,196
Task 6: Bidding Services for Dredge Containment Structures	\$12,664
Task 7: Construction Phase Services for Dredge Containment Structures	\$210,252
Total for Project 2	\$717,070

**Total for Contract** **\$862,145**

KS will bill monthly for services rendered.

This proposal was prepared assuming all services will be performed under the terms and conditions of the Agreement for Professional Services by and between the City of Sandusky and KS Associates Inc. dated September 21, 2021.

If you have any questions or comments, please call me at 419-239-5935 or email to [cencerm@ksassociates.com](mailto:cencerm@ksassociates.com).

This professional services proposal is valid until July 31, 2023.

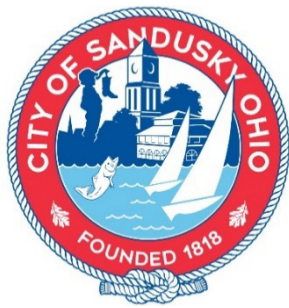
Sincerely,

**KS ASSOCIATES, INC.**



Mark P. Cencer, P.E.  
Director of Coastal Engineering

c: Lynn S. Miggins, P.E., President, KS Associates, Inc.  
Project File / Billing File



## 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: Aaron M. Klein, P.E.

Date: May 22, 2023

**Subject: Commission Agenda Item – Award a Contract to Great Lakes Demolition of Clyde, Ohio for the ERI-CR503-00.81 (East Water Street Resurfacing Project) PID 113958**

**ITEM FOR CONSIDERATION:** Requesting legislation awarding a contract to Great Lakes Demolition of Clyde, Ohio for the ERI-CR503-00.81 (East Water Street Resurfacing Project) PID 113958.

**BACKGROUND INFORMATION:** Legislation was presented at the March 13, 2023, City Commission meeting requesting permission to bid the East Water Street Resurfacing Project (Resolution 014-23R). This project will provide for improvements to East Water Street from Franklin Street to Meigs Street, including milling of existing pavement, resurfacing with intermediate and surface courses of asphalt, full depth and partial depth base repairs, curb and gutter improvements, multi-use path, adjustments to manholes, monument boxes and water value boxes, ADA curb ramps, drive aprons, landscaping, crosswalks, signage, and pavement markings.

This project was approved for funding through the Erie County Metropolitan Planning Organization (MPO). The National Transportation Act had made federal funds available for use by Local Public Authorities (LPAs) like the City of Sandusky through the Federal Highway Administration which has designated the Ohio Department of Transportation (ODOT) as the agency to administer FWA's Federal Funding Programs. The Ohio Revised Code allows ODOT the opportunity to enter into contracts with public authorities like the City of Sandusky to administer the design, qualification of bidders, competitive bid letting, construction, inspection and acceptance of any projects administered by ODOT provided the administration is performed in accordance with Federal and State laws and regulations.

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

Great Lakes Demolition Clyde, OH	Base Bid:	\$947,971.00
	Alternate 1:	\$12,500.00
	Alternate 2:	\$8,052.00 (Net Deduct of \$8,418 from base)
	Alternate 3:	\$9,000.00
	Bond:	100%
Speer Brothers Inc. Sandusky, OH	Base Bid:	\$996,374.50
	Alternate 1:	\$28,000.00
	Alternate 2:	\$10,980.00 (Net Deduct of \$3,660 from base)
	Alternate 3:	\$15,000.00
	Bond:	100%

After reviewing the bids, Great Lakes Demolition provided a complete bid at lowest and best. Because federal funds are intended to be used to help pay for this work, Local Preference Policy does not apply.

Staff recommends awarding Alternates 1 and 2 as well. Add Alternate 1 will allow installation of a Rectangular Rapid Flashing Beacon (RRFB) at the crosswalk that will angle across East Water Street between the new bike path on Warren Street and the Sandusky Bay Pathway west of the Shoreline Park drive apron. Alternate 2 will replace pavers at the nodes with stamped concrete. Staff does not recommend awarding Alternate 3, which was for removable bollards as the city has some in stock from other projects, if needed.

**BUDGETARY INFORMATION:** The total construction cost shall not exceed \$952,053.00. The breakdown of funding sources is described below:

MPO/Federal Funds	\$474,477.00
Capital Projects Funds (Issue 8 – Streets)	\$117,053.00
Capital Projects Funds (Sandusky Bay Pathway)	\$200,000.00
<u>American Rescue Plan Act Stimulus Funds</u>	<u>\$160,523.00</u>
Total	\$952,053.00

The original cost from the MPO was based on a 79%/21% split in 2020 when the application was submitted for funding. However, project costs have increased since then due to unusual inflation and additional required drainage from storm sewer extensions and curb bump outs that will be installed to reduce crosswalk distances for pedestrian safety.

**ACTION REQUESTED:** It is recommended that proper legislation be prepared to award a contract to Great Lakes Demolition of Clyde, Ohio in an amount not to exceed \$952,053.00 for the ERI-CR503-00.81 (East Water Street Resurfacing Project) PID 113958, be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter to allow for a notice to proceed to be issued with a goal of completing the project in the 2023 construction season to provide minimal impact to traffic and businesses during the winter.

I concur with this recommendation:

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John Orzech  
Interim City Manager

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

## CERTIFICATE OF FUNDS

In the Matter of: Great Lakes Demolition – E Water Street

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 #431-6177-55990, 431-6200-55990, 431-3462-55990 & 240-0000-55990

By: 

Michelle Reeder

Finance Director

Dated: 6/7/2023

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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH GREAT LAKES DEMOLITION OF CLYDE, OHIO, FOR THE EAST WATER STREET RESURFACING PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the City Commission approved the submission of an application to the Erie Regional Planning Commission Metropolitan Planning Organization (MPO) for financial assistance for the East Water Street Resurfacing Project and, if awarded, approving an LPA Federal Local-Let Project Agreement with the Ohio Department of Transportation (ODOT) by Resolution No. 009-20R, passed on March 23, 2020; and

**WHEREAS**, the City Commission approved an agreement for professional services with K.E. McCartney & Associates, inc. of Mansfield, Ohio, for contract Administration and Inspection Services for the East Water Street Resurfacing Project by Ordinance No. 23-029, passed on February 13, 2023; and

**WHEREAS**, this City Commission declared the necessity for the City to proceed with the proposed East Water Street Resurfacing Project by Resolution No. 014-23R, passed on March 13, 2023; and

**WHEREAS**, the East Water Street Resurfacing Project will provide for improvements to East Water Street from Franklin Street to Meigs Street and includes milling of existing pavement, resurfacing with intermediate and surface courses of asphalt, full depth and partial depth base repairs, curb and gutter improvements, multi-use path, adjustments to manholes, monument boxes and water value boxes, ADA curb ramps, drive aprons, landscaping, crosswalks, signage, and pavement markings; and

**WHEREAS**, this project also includes Alternate Bid 1, allowing installation of a Rectangular Rapid Flashing Beacon (RRFB) at the crosswalk and angled across East Water Street between the new bike path on Warren Street and the Sandusky Bay Pathway west of Shoreline Park drive apron, and Alternate Bid 2, replacing pavers at the nodes with stamped concrete; and

**WHEREAS**, upon public competitive bidding as required by two (2) appropriate bids were received and the bid from Great Lakes Demolition of Clyde, Ohio, was determined to be the lowest and best bid; and

**WHEREAS**, the total construction cost of this project is \$952,053.00 and will be paid as follows:

MPO/Federal Funds	\$474,477.00
Capital Projects Funds (Issue 8 - Streets)	\$117,053.00
Capital Projects Funds (Sandusky Bay Pathway)	\$200,000.00
<u>American Rescue Plan Act Stimulus Funds</u>	<u>\$160,523.00</u>
Total	\$952,053.00

**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 award the project with a goal of completing the project in the 2023 construction season to provide minimal impact to traffic and businesses during the winter; 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 Great Lakes Demolition of Clyde, Ohio, for the East Water Street Resurfacing Project (PID #113958), in an amount **not to exceed** Nine Hundred Fifty-Two Thousand Fifty-Three and 00/100 Dollars (\$952,053.00) consistent with the bid submitted by Great Lakes Demolition of Clyde, 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



## 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, PE, Public Works Engineer

Date: May 23, 2023

**Subject: Commission Agenda Item – Purchase & Installation of New Generator Controls at Big Island Water Works Plant**

**ITEM FOR CONSIDERATION:** Legislation authorizing the purchase and installation of new generator controls at the Big Island Water Works Plant with Cummins Inc., of Columbus, IN, through the Sourcewell cooperative purchasing program (formerly known as NJPA) Contract 092222-CMM.

**BACKGROUND INFORMATION:** The 750kW Cummins generators located at the City's Big Island Water Works Plant, installed in the fall of 2002, serves as a redundant power source for all critical processes in treating and distributing potable water. The existing control panel and power transfer controls are currently malfunctioning. Multiple repairs in recent years by certified technicians have been performed. Currently, in the event of a power outage and despite the generator engine running, the plant would lose power. It has been recommended by multiple certified repair companies, the original controls are obsolete due to its age, so replacement and repair parts cannot be found.

The needed controls and retrofit of the existing generator engines can be provided by Cummins Inc., of Columbus, IN, through the cooperative purchasing program Sourcewell, Contract #092222-CMM, Quotation Q-137591-20230523-0913.

**BUDGETARY INFORMATION:** The cost shall not exceed \$489,416.00 and shall be paid for with Water Funds. This expenditure will be included in the 5-Year Capital Improvement Plan.

**ACTION REQUESTED:** It is recommended that proper legislation be prepared for the purchase and installation of new generator controls at the Big Island Water Works Plant with Cummins Inc. of Columbus, IN through the Sourcewell cooperative purchasing program be approved and legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter to allow Cummins to place the order immediately, as we expect to see 45-50 week lead-times on the control unit.

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

May 23, 2023

To

William Burch  
City of Sandusky  
240 COLUMBUS AVE  
SANDUSKY Ohio 44870-2604

Prepared by

Jeff Houlahan  
(440) 591-2331  
an135@cummins.com

Sourcewell #09222-CMM

We are pleased to provide you this quotation based on your inquiry.

Item	Description	Qty
1	<b>DIGITAL MASTER CONTROL Model DMC 8000 for Sandusky BIWW Including:</b> Illuminated Alarm Horn Alarm Acknowledge Silence and Reset from Touchscreen Schneider Electric Modicon Programmable Logic Controller (PLC) programmed using Unity Pro Software. Distributed IO with Ethernet ring communications network 16 Programmable Load Add and Load Shed Relays 8 levels of load add, and load shed control Best Battery System with Smart UPS Digital Transducer(s) as needed for system control and monitoring Master Synchronizer(s) as needed for Isolated Power Paralleling and Synchronizing System Scheduler with 12 programmable schedules with 6 exception periods Load Demand (absolute kW, percent, hours-based rotating) 90 Days of Historical Trending and data logging BMS Interface via Modbus TCP/IP NFPA 110 compliant Reports (Generator, ATS) Email Notification of alarms and reports 4 levels of security with customizable usernames and passwords Customizable Device Naming (Gensets, ATS's, breakers) Remote Web Interface; 1 concurrent user standard, (options for more available) Control Circuit protection via Mini Circuit Breakers with trip indication 24vdc LED Service Light inside each Control cabinet External Door mounted service port ANSI 61 Grey Cabinet, UL891 listed Key Lockable Cabinet 1-Color Touchscreen (21") Graphical Operator Interface per DMC: Includes the following screens: System One-Line Generator Data, Status and manual control System Metering for all sources Real time and historical Trending System Control Load Control Load Demand Event Log Current and Historical Alarms Scheduler Generator Reports ATS reports, if applicable Systems Settings and Diagnostics Security/Login Help Screens New DMC 8000 (Single PLC) replacing existing master control.	1
2	Service - start up & testing	1
3	Freight & other charges	1
4	Loadbank Testing.	1

5	Conversion Kit-PCC3100 to PCC3300 Convert 3100 Control to the updated 3300 control on the Existing 750 DFGE-5694869B Gensets, SN A050731784 and A050731785. Includes all required Cummins parts for the control conversion. Includes all labor and travel for the control upgrade and testing.	2
6	Annunciator-panel mount with enclosure (RS485)	2
7	Run Relay Kit-PCC (K974)	2

**TOTAL: \$ 489,416.00**

Quote value does not include any tax.

**EXCEPTIONS AND CLARIFICATIONS:**

1. Quotation does not include rental generator during upfit downtime and will have to be provided by others. Approximate (1) month downtime.
2. New control wiring may be required between the gensets and New Digital Master Control, to be provided and installed by others.
3. Quotation includes replacement GE 750 relays and PQMII, Qty 2 each. Trip settings from existing relays and setting of new relays, and coordination study is not included and by others.
4. New DMC 8000 and genset controls additional detail on the attached specification sheets.
5. Sequence of Operation based on existing.

**NOTES:**

Proposal is for equipment only, offloading, rigging, and installation by others.  
Fuel and permits, unless listed above, is not included.  
Cummins Standard Start-up and testing is included. Additional tests, such as NETA testing, if required, is by others.  
Coordination Study not provided.

**LEAD TIME:**

Current lead time is approximately 45-50 weeks after release of order.

Please feel free to contact me if you require any additional information; or if you have any further questions or concerns that I may be of assistance with.

Thank you for choosing Cummins.

Submitted by:

*Jeff Houlahan*

Jeff Houlahan, Power Generation Sales  
[an135@cummins.com](mailto:an135@cummins.com)  
(440) 591-2331

**SUBMITTALS.** An order for the equipment covered by this quotation will be accepted on a hold for release basis. Your order will not be released and scheduled for production until written approval to proceed is received in our office. Such submittal approval shall constitute acceptance of the terms and conditions of this quotation unless the parties otherwise agree in writing.



THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ATTACHED TO THIS QUOTATION, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN. BY ACCEPTING THIS QUOTATION, CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD AND ACCEPTED.

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Authorized Signature

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Date

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Company Name

---

Printed Name & Title

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Purchase Order No

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## CERTIFICATE OF FUNDS

In the Matter of: Cummins Generator Controls- BIWW

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

Account #612-5230-54090

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 6/7/2023

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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXPEND FUNDS FOR THE PURCHASE AND INSTALLATION OF A NEW GENERATOR CONTROL UNIT FROM CUMMINS, INC. OF COLUMBUS, INDIANA, THROUGH THE SOURCEWELL COOPERATIVE PURCHASING PROGRAM FOR THE BIG ISLAND WATER WORKS PLANT (BIWW); AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the 750kW Cummins generator at the City's Big Island Water Works Plant (BIWW), installed in the fall of 2002, is a redundant power source for a critical process in treating and distributing potable water and the existing control panel and power transfer controls are currently not working properly and due to its age, replacement and repair parts are not obtainable; 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 a new generator control unit that has been competitively bid and made available through the membership from Cummins, Inc. of Columbus, Indiana; and

**WHEREAS**, the total cost for the purchase and installation of a new generator control unit is \$489,416.00 and will be paid with Water Funds; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to place the order immediately, as lead-time on the control unit is 45-50 weeks; 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 for the purchase and installation of a new generator control unit from Cummins, Inc.

of Columbus, Indiana, through the Sourcewell Cooperative Purchasing Program for the Big Island Water Works (BIWW) at an amount **not to exceed** Four Hundred Eighty-Nine Thousand Four Hundred Sixteen and 00/100 Dollars (\$489,416.00).

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

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

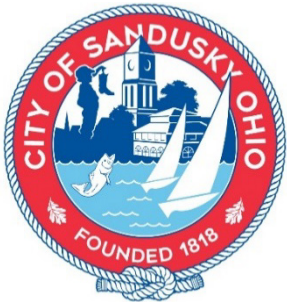
Section 4. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission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

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

ATTEST:

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

Passed: June 12, 2023



## DEPARTMENT OF COMMUNITY DEVELOPMENT

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

To: John Orzech, Interim City Manager  
From: Colleen Gilson, Interim Assistant City Manager/Interim Community Development Director  
Date: May 30, 2023  
Subject: Commission Agenda Item – ED Fund Grant Agreement – Family Health Services, LLC

**ITEM FOR CONSIDERATION:** Legislation approving a Grant Agreement with Family Health Services, LLC for the purposes of furthering economic development and revitalization efforts in the City.

**BACKGROUND INFORMATION:** Family Health Services (FHS) is a Federally Qualified Health Center with facilities in Sandusky and Norwalk, Ohio. FHS provides comprehensive primary care and other dental and health care services to the surrounding area.

FHS purchased the Granary Building at 149 E. Water Street in late 2022. The Gallagher medical practice previously occupied the first floor while the upper two floors were vacant.

FHS will redevelop the property and provide primary care, behavioral health, and discount pharmacy services. The renovations include interior demolition, installation of a new elevator, new windows and storefront, and interior build-out at a total renovation cost of over \$3M. FHS has secured financing totaling \$2.6M from Civista Bank for the project.

Redevelopment of the Granary building by FHS will bring needed health care services into the downtown area near senior and low-income housing and the Sandusky public transit hub. The facility will result in 18 positions on site, 9 of which are projected as new with an estimated annual payroll of \$1.7M in the City of Sandusky. Further, the project fortifies and strengthens an existing historic structure that has been underutilized for some time.

A grant in the amount of \$300,000 was recommended for approval by the Economic Development Incentive Committee at its meeting on May 30, 2023.

**BUDGETARY INFORMATION:** The City will be responsible for providing a \$200,000 in grant proceeds from the Economic Development Capital Projects Fund and \$100,000 from Destination 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 Family Health Services, LLC. 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:

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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

## CERTIFICATE OF FUNDS

In the Matter of: Family Health Services- 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, 431-6506-53000

By: 

Michelle Reeder

Finance Director

Dated: 5/31/2023

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

**AN ORDINANCE AUTHORIZING AND APPROVING A GRANT IN THE AMOUNT OF \$300,000.00 THROUGH THE ECONOMIC DEVELOPMENT FUND PROGRAM TO FAMILY HEALTH SERVICES, LLC, IN RELATION TO THE PROPERTY LOCATED AT 149 E. WATER STREET; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, Family Health Services, LLC is a federally qualified health center with facilities in Sandusky and Norwalk, Ohio, and provides comprehensive primary care and other dental and health care services to the surrounding area; and

**WHEREAS**, in late 2022, Family Health Services, LLC purchased the Granary Building located at 149 E. Water Street, that was previously occupied by the Gallagher Medical Practice on the first floor while the upper two (2) floors were vacant; and

**WHEREAS**, Family Health Services, LLC plans to redevelop the property and provide primary care, behavioral health, and discount pharmacy services and renovations include interior demolition, installation of a new elevator, new windows and storefront, and interior build-out for a total renovation cost of over \$3 Million; and

**WHEREAS**, redevelopment of the Granary Building will bring needed health care services into the downtown area near senior and low-income housing and the Sandusky public transit hub and will result in eighteen (18) positions on site, nine (9) of which are projected as new with an estimated annual payroll of \$1.7 Million in the City and furthermore, the project fortifies and strengthens an existing historic structure that has been underutilized for some time; 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 30, 2023, and is recommending to approve a grant to Family Health Services LLC, in the amount of \$300,000.00 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 Family Health Services LLC, 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 Family Health Services, LLC, in an amount **not to exceed** Three Hundred Thousand and 00/100 Dollars (\$300,000.00) of which \$200,000.00 will be expended with Economic Development Capital Projects Funds and \$100,000.00 will be expended with Destination Development Capital Projects Funds of the City of Sandusky pursuant to and in accordance with the terms of the Grant Agreement.

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

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

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

adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

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

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

Passed: June 12, 2023

## 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 Family Health Services, LLC 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 June 12, 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 149 E. Water Street, Sandusky, Ohio 44870 (the "**Property**"); and,

WHEREAS, the Company is a Federally Qualified Health Center with facilities in Sandusky and Norwalk, Ohio. The Company provides comprehensive primary care and other dental and health care services to the residents of Sandusky and the community at-large; and,

WHEREAS, the Company purchased the Granary Building at 149 E. Water Street in late 2022 with plans to redevelop the property to provide primary care, behavioral health, and discount pharmacy services; and,

WHEREAS, the Project will improve and rehabilitate a historic structure in downtown Sandusky that has been underutilized for some time, including interior demolition, installation of a new elevator, new windows, new storefront, and interior build-out out at total renovation cost of over \$3,000,000; and,

WHEREAS, the Project will result in 18 employees, 9 of which are projected to be new employees, with an estimated annual payroll of \$1,700,000 in the City of Sandusky; and,

WHEREAS, to induce the Project, the City has agreed to provide an economic incentive grant 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 by the City, 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 Three Hundred Thousand Dollars (\$300,000) (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 2023 economic and destination development funding sources. 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 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:

\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

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.

Family Health Services, LLC

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

CITY OF SANDUSKY, OHIO

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

EXHIBIT "1"

Approved as to Form:

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

**May 30, 2023**

**Economic Development Incentive Committee Summary**

**Family Health Services of Erie County**

**Applicant:** David Tatro, Sr.  
1912 Hayes Avenue, Suite D  
Sandusky, OH 44870

**Corporate Structure:** LLC

**Principal/% Ownership:** Family Health Services of Erie County, Inc., (100%)

**Staff Recommendation:** \$300,000 grant to be funded through the Economic Development and Destination Development funding sources with the approval of the Economic Development Incentive Committee and the City Commission on the condition that the applicant obtain all relevant approvals and 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, 2024.

**Project Description**

Family Health Services (FHS) is a Federally Qualified Health Center with facilities in Sandusky and Norwalk, Ohio. FHS provides comprehensive primary care and other dental and health care services to the surrounding area.

FHS purchase the Granary Building at 149 E. Water Street in late 2022. The Gallagher medical practice previously occupied the first floor while the upper two floors were vacant.

FHS will redevelop the property and provide primary care, behavioral health, and discount pharmacy services. The renovations include interior demolition, installation of a new elevator, new windows and storefront, and interior build-out at a total renovation cost of over \$3M. FHS has secured financing totaling \$2.6M from Civista Bank for the project.

Redevelopment of the Granary building by FHS will bring needed health care services into the downtown area near senior and low-income housing and the Sandusky public transit hub. The facility will result in 18 positions on site, 9 of which are projected as new with an estimated annual payroll of \$1.7M in the City of Sandusky.

This project is catalytic – it will stimulate additional capital investment to rehabilitate vacant/underutilized properties. Further, the project fortifies and strengthens an existing historic structure that has been underutilized for some time. The project spurs job creation and tax revenue increase; is consistent with multiple City of Sandusky planning documents; and will create ready to occupy commercial space. Financial assistance for the Economic Development Fund will assist the applicant in completing this project.

**Project Uses**

Construction Costs – 1 <sup>st</sup> and 2 <sup>nd</sup> Floor, Rooftop	\$2,705,000.00
Construction Costs – 3 <sup>rd</sup> Floor	\$325,000.00
<u>Building Acquisition</u>	<u>\$451,059.00</u>
<b>Total</b>	<b>\$3,481,059.00</b>

**Project Sources**

Civista Bank	\$2,600,000.00
Owner Equity/Owner Reserves	\$581,059.00
<u>Economic Development Fund</u>	<u>\$300,000.00</u>
<b>Total</b>	<b>\$3,481,059.00</b>

**SANDUSKY ECONOMIC DEVELOPMENT FUND**

**APPLICATION**

**Applicant / Borrower Company:**

David P. Tatro, Sr.

(Applicant Name)

Chief Executive Officer

(Title)

Family Health Services of Erie County, dba Family Health Services, LLC

(Company Name – if different than Applicant Name)

1912 Hayes Avenue

(Street Address)

Suite D

(Suite, Apt, etc.)

Sandusky, OH 44870

(City, State, Zip)

419-502-2800

(Phone Number)

26-3607741

(Federal Tax ID or last 4 of SSN)

davidt@familyhs.org

(Email)

**Existing Business Information:**

Type of Business: ☐ Commercial ☐ Retail ☐ Service  
☒ Other Healthcare

Legal Structure: Federally Qualified Health Center

Primary Product or Service: Primary Care, Behavioral Health, Dental, Pharmacy

Date Established: 2008 NAICS-SIC Code: 621

Website (if applicable):  
www.FamilyHS.org

**Principal Officers / Owners:**

Name / Title: David Tatro, CEO

Email: davidt@familyhs.org Phone: 419-502-2822

SSN (last 4): 0326 % Ownership: Non-profit

Name / Title: Rob Moore, Board Chairman

Email: moorer@firelands.com Phone: 419-557-5510

SSN (last 4): 2378 % Ownership: Non-profit

Name / Title: Dr. Brent Burkey, Officer

Email: bburkey@ftmc.com Phone: 419-660-2550

SSN (last 4): 8158 % Ownership: Non-profit

Name / Title: Darrell Gant, Officer

Email: drgant4u@gmail.com Phone: 419-656-9145

SSN (last 4): 4936 % Ownership: Non-profit

**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).

FHS has purchased the Granary Building located at 149 E. Water Street, Sandusky Ohio. FHS will renovate the existing one-story building to provide three-stories of space, as well as a roof top area. Demolition of the first floor space and renovations to floors 1, 2 and 3 with roof top space. Two stairwells with treads to all floors and one to access the roof top space will be added. A deck will be added on floors 2 and 3, the roof top will have a vestibule and deck. Sprinkler system will be improved on all floors, the basement will be renovated to have HVAC and lighting. New windows will be constructed in the back, storm windows in front of building and new windows and door on floor 1. An elevator shaft will be added which will provide access to all three floors and access the roof top area. Space on the 3rd floor will be constructed for the in-house pharmacy and administrative offices.

EXHIBIT "A"

**Business/Personal References:**

Name / Title: Paul Koch, Commercial Lender

Email: pmkoch@civistabank.com

Phone: 419-627-4567

Relationship: FHS Banker

Name / Title: Jeremy Normington-Slay

Email: norminj@firelands.com

Phone: 419-366-9361

Relationship: Lessor at Hayes Ave Clinic

Name / Title: Bryan Kasper

Email: bkasper@kasperautogroup.com

Phone: 419-366-3222

Relationship: Contractor

**Location of Proposed Project:**

149 E. Water Street

(Address)

Sandusky, OH 44870

(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).

Family Health Services is a Federally Qualified Health Center (FQHC) located in Sandusky and Norwalk Ohio, serving Erie and Huron Counties. FHS was established as a look-alike program in November 2010 and was approved as an FQHC in 2014. FHS is one of two health center programs in operation in the city of Sandusky and Erie County. FHS provides comprehensive primary care and enabling services, behavioral health and MAT services, and dental services. FHS has school clinics offering primary care and behavioral health services within Sandusky City Schools, and behavioral health services within Edison Schools, Margaretta Schools, Townsend School, and Monroeville Schools. FHS operates our primary care, dental and behavioral health services at 1912 Hayes Avenue, 620 E. Water Street in Sandusky OH, and at 265 Benedict Avenue in Norwalk OH. The renovation to the 149 E. Water Street building will provide primary care, behavioral health services, as well as a 340B discount pharmacy.

**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): Total cost of project is \$3,781,059  
which is comprised of construction, cost of building, and architectural and engineering for the  
new clinic which includes the pharmacy construction costs

(B) Owner Equity (dollars and source): Family Health Services purchased the building  
for \$451,059

(C) Private Lending (dollars, source, and terms): Civista bank has approved a \$1,880,000 loan  
with a 5.375% rate for 5 years. The bank will issue a second loan with a closed end line of  
credit in the amount of \$720,000 with a rate of 6.85% fixed for 5 years.

(D) Request for City Assistance (dollars and type): We are asking the City to award a grant  
to Family Health Services that would alleviate the costs for the renovations. We would like to  
request \$720,000.

**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.

	<u>Start</u>	<u>Complete</u>	<u>N/A</u>
<u>Site Control</u>	Purchased July 2022		
<u>Financing</u>	January 2023		
<u>Construction</u>	December 2022      November 2023		
<u>Other</u>			

# EXHIBIT "A"

**Project Impact and Employment:**

	Current Year	Year One	Year Two	Year Three
<b>Annual Sales Revenue</b>	\$445,888	\$2,468,625	\$4,238,010	\$4,506,049
<b>Annual Payroll</b>	\$257,971	\$1,166,531	\$1,441,531	\$1,791,531
<b>Current Employment (FTE)</b>	4.5	11	15	18
<b>Average Pay Per Employee</b>	\$51,595	\$89,733	\$90,095	\$105,385

Projected revenues include ramp up of provider productivity as well as new revenue gained for 340B pharmacy

**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?

FHS purchased the historic granary building with the intent of offering greater access to primary care, behavioral health, and pharmacy services to the underserved community. Our current leased space at the Senior Center is at capacity and we need to expand to continue providing quality care to those in need. There is a lack of access to pharmacy services in the down-town Sandusky location, as well as primary care and behavioral health services. 51% of low-income individuals do not have regular access to transportation. Our new location can assist with providing better access to our much needed services and retail pharmacy. This will also allow us to continue to offer free access to our transportation services. Furthermore, our new location at the granary building is within close proximity to the Sandusky Transit System bus lines.

By renovating the building to offer three floors of services, we will hire several new positions. The job opportunities available to those in the community include support staff, a psychiatrist, a pharmacist, and pharmacy technician. FHS' payroll is anticipated to increase over one-million each year. The city

of Sandusky will benefit from the additional payroll tax, as these are mostly higher paid positions. We will continue our partnership with Firelands Health in this renovated building initiative, and have received full support from Firelands to expand our services in down-town Sandusky. The physical appearance of the current building will be renovated from a one-story office, to three stories with a roof top and elevator. Renovations made to the building will be aligned with historical preservation. We intend to offer roof top access to the nearby senior high rises and senior center residents as an additional recreational space. It is our hope that the City of Sandusky will provide FHS with the funds requested as we are a qualified public health entity providing greater access of care to the low-income and under-insured populations in Erie County. We would also hope the City of Sandusky would look into any American Rescue Plan Act (ARPA) funding to award to FHS.

**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**

# EXHIBIT "A"

Do you or your business have any of the following:

Outstanding collections  
 Judgement liens  
 Other court judgements  
 Delinquent taxes  
 Delinquent loans  
 Other tax liens  
 Previous bankruptcy  
 If yes to bankruptcy, has it been fully discharged?  
 Real estate that is tax delinquent  
 Code violations  
 Non-registered rental units  
 Real estate that is in foreclosure

YES	NO
	X
	X
	X
	X
	X
	X
	X
	X
	X
	X
	X

**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: Family Health Services

By: David Tatro, CEO

(Print or type name and title)

David Tatro

(Signature)

1/31/2023

(Date)

Inter-Office Use Only

State the date, time, and City staff member(s) present at the pre-application meeting:

1st mtg date w/ staff (Orzech + Gilson) was April 2023

Date of Completed Application Submittal: \_\_\_\_\_

Staff Reviewer: Holody / Gilson

Date of Committee Review: 5-30-2023

Approve/Deny: recommended to committee

Amount Awarded and terms: \$300,000 recommended

CONTACT

Jonathan Holody, Director of Community Development  
Department of Community Development  
240 Columbus Avenue  
Sandusky, Ohio 44870

Phone: (419) 627-5707

Email: jholody@ci.sandusky.oh.us

EXHIBIT "A"



# Executive Summary

## Costs for 149 E. Water Street

Cost of Building.....	\$451,059.66
Construction.....	\$2,705,000.00
Pharmacy Buildout.....	\$325,000.00
TOTAL COST.....	<u>\$3,481,059.66</u>

## Sources and Uses

1 <sup>st</sup> Civista Loan.....	\$1,880,000.00
2 <sup>nd</sup> Civista Loan.....	\$720,000.00

David Tatro  
Chief Executive Officer  
[davidt@familyhs.org](mailto:davidt@familyhs.org)  
C: 703-994-9749

MarLana Binkley  
Controller  
[marlanab@familyhs.org](mailto:marlanab@familyhs.org)  
O: 419-502-2819

Family Health Services  
1912 Hayes Ave., Ste D  
Sandusky, OH 44870

620 E. Water St.  
Sandusky, OH 44870

265 Benedict Ave.  
Norwalk, OH 44857

O: 419-502-2800  
[www.FamilyHS.org](http://www.FamilyHS.org)

**Granary Construction Estimate**  
**Medical Offices Floors 1, 2**  
**Family Health Services**  
**2/27/23**

This scenario would build out floors 1 & 2, and allow buildout of third floor in future without affecting operations below.

BeAgua LLC proposes to demolish first floor space and renovate floors 1 + 2 with provisions for future expansion of floor 3 and roof. Included will be two stairwells with treads to all floors and one to roof. Deck floors 2 and 3 (no improvements on floor 3, Roof to have vestibule and deck.) Sprinklers on improved floors.

Basement to have Rough HVAC and lighting

New windows in the back - storm windows in front including new windows and door on floor 1

Help with 10% grant from the city.

Utilities - FHS Pays for any connection and utilities along the process

**Infrastructure**

Demolish First Floor Space	\$	75,000	
Stairwells			
Masonry	\$	400,000	
Steel	\$	175,000	
Other Masonry	\$	50,000	
Frame/deck third floor	\$	80,000	
Update second floor structure	\$	50,000	
Elevator Shaft	\$	160,000	
Elevator (no basement access)	\$	200,000	
Sprinklers	\$	150,000	
Subtotal			\$ 1,340,000

**Finish Floors 1,2**

New Windows Floors On 1,2,3 back	\$	60,000	
New Glass front at first floor/front door	\$	25,000	
Buildout Floors 1,2	\$	600,000	
Building exterior paint, signage, etc.	\$	40,000	
Engineering	\$	200,000	
Permits	\$	5,000	
Legal	\$	10,000	
Subtotal			\$ 940,000

**Rooftop, Back Deck, Basement Additional Expenses**

ADA door controls	\$	10,000	
IT budget includes entry control and cameras	\$	65,000	
Vestibule added	\$	10,000	
utilities-Pay for any connection and utilities along the process			
insurance	\$	5,000	
Decking on back	\$	40,000	
Rooftop Vestibule and deck	\$	265,000	
Upgraded graded dimmable lighting on floor 2	\$	5,000	
HVAC and lighting in basement	\$	25,000	

Subtotal \$ 425,000

Building purchase \$ 455,000

Total Project Investment \$ 3,160,000 Contingency (10%) do not anticipate any need

Grants potential indicated by city \$ (300,000)

**Adendum #1**

Addition expenses for build out of 3rd Floor \$ 300,000

Addition Engineering expenses for 3rd floor, north patio, and roof revisions 25,000

Total Adendum #1 additions \$ 325,000

New Project Total \$ 3,485,000

FHS Signature

Date

\_\_\_\_\_

\_\_\_\_\_



 FAMILY HEALTH SERVICES MEDICAL CENTER & PHARMACY 

BEHAVIORAL  
HEALTH

- ADDICTION TREATMENT AND RECOVERY SERVICES FOR SUBSTANCE USE DISORDERS
- MENTAL HEALTH SERVICES

PHARMACY

- VACCINE SERVICES
- MEDICATION MANAGEMENT

PRIMARY  
CARE

- PHYSICIAN SERVICES
- NURSE PRACTITIONER SERVICES
- PHARMACEUTICAL SERVICES

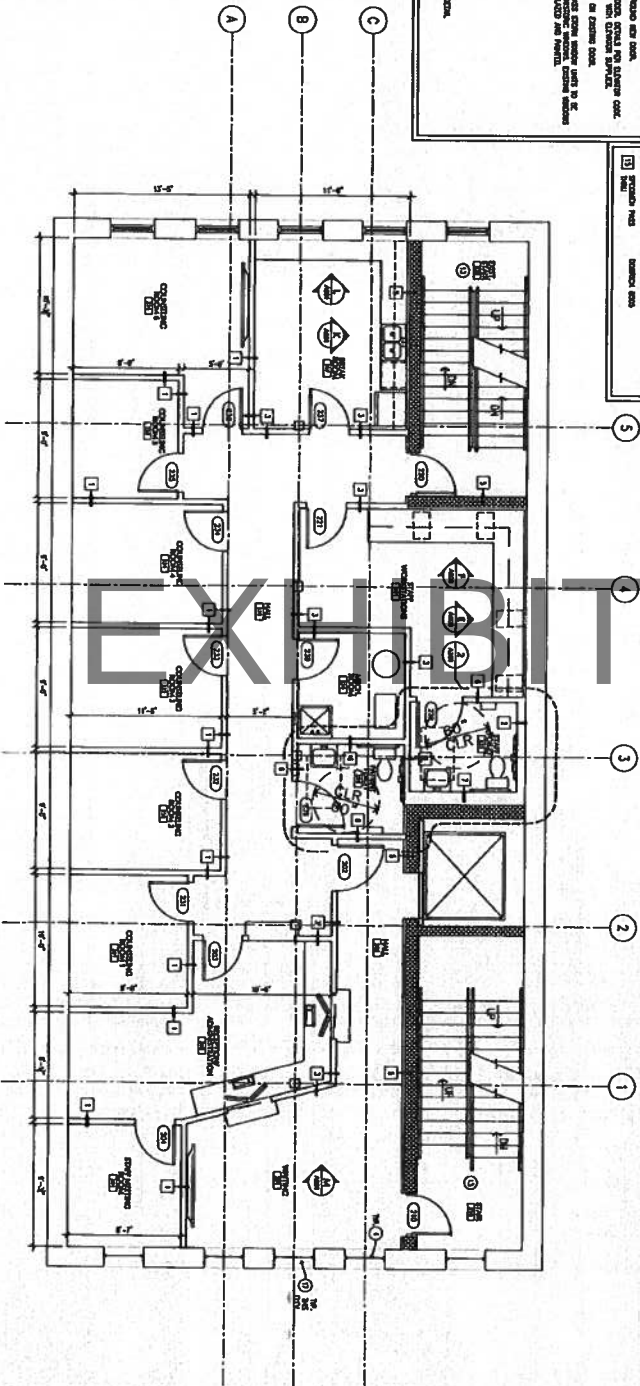


IN PARTNERSHIP WITH  
 **FIRELANDSHEALTH**  
Firelands Regional Medical Center

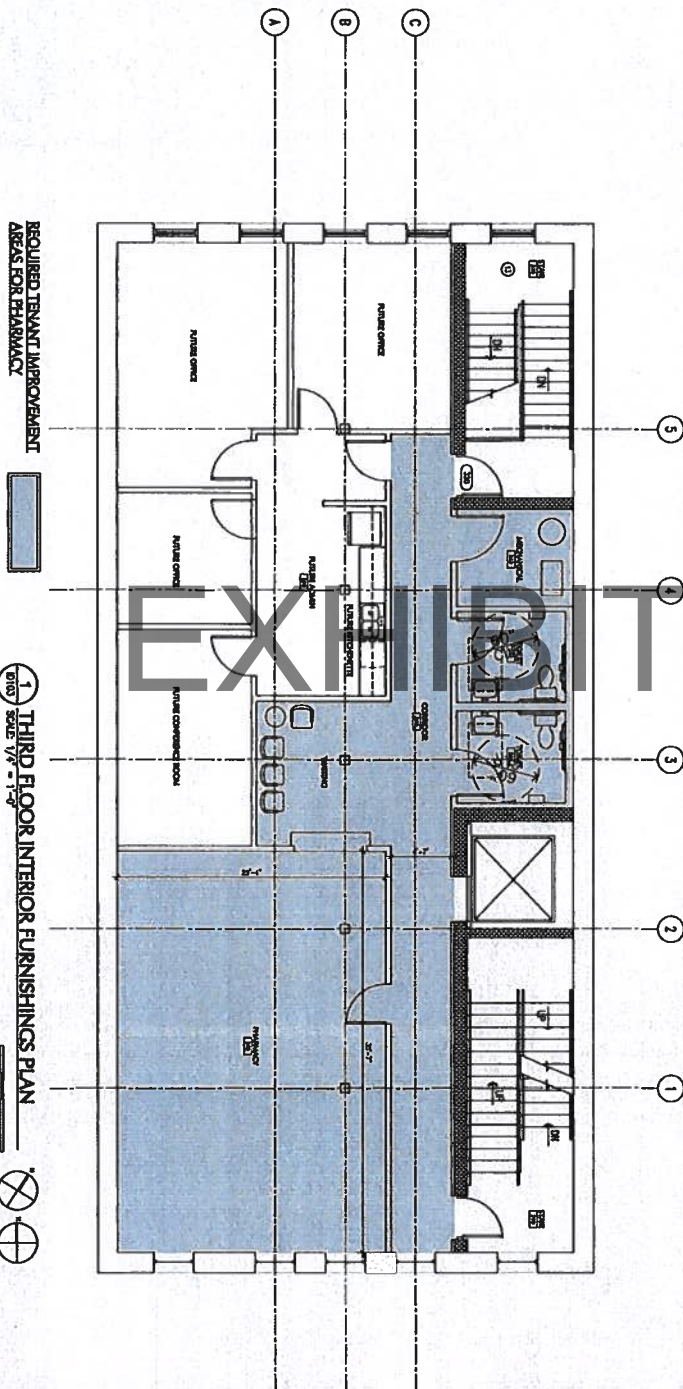
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KEYNOTE LEGEND - FLOOR PLAN	
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1 SECOND FLOOR PLAN  
SCALE: 1/4" = 1'-0"



REQUIRED TENANT IMPROVEMENT  
AREAS FOR PHARMACY

1 THIRD FLOOR INTERIOR FURNISHINGS PLAN  
R100 SCALE 1/8" = 1'-0"



Copyright © 2000 Payto Architects Inc.  
ID103  
DATE: 11.14.00  
BY: J. J. JONES  
CHECKED: J. J. JONES  
APPROVED: J. J. JONES

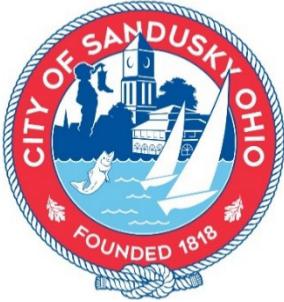
THIRD FLOOR INTERIOR  
FURNISHINGS PLAN

**PAYTO Architects**  
400 BRIMLEY BLVD. SUITE 1200 WEST 18TH STREET CLEVELAND, OHIO 44115  
PHONE: (216) 341-8800 WWW.PAYTOARCHITECTS.COM

**FAMILY HEALTH SERVICES**  
INTERIOR BUILD OUT OF THE GRANARY  
149 E. WATER ST., SANDUSKY, OH 44870

REVISIONS  
DATE  
BY  
CHECKED  
APPROVED





## DEPARTMENT OF COMMUNITY DEVELOPMENT

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

To: John Orzech, Interim City Manager  
From: Colleen Gilson, Interim Assistant City Manager/Interim Community Development Director  
Date: May 30, 2023  
Subject: Commission Agenda Item – Resolution of Necessity to Levy a Tax

**ITEM FOR CONSIDERATION:** A resolution declaring the that the amount of taxes that may be raised by levies on the current tax duplicate within the ten-mill limitation will be insufficient to provide for the necessary requirements of the City of Sandusky and that it is necessary to levy an additional tax in excess of such limitation for park and recreational purposes.

**BACKGROUND INFORMATION:** Pursuant to Ord 21-175 raising admission tax to 8% and Ord 21-174 creating an 8% parking tax, the City of Sandusky has allocated funds to be used toward the creation of a Recreation/Community Center to serve the needs of the Sandusky community.

In 2023 the City commenced a site selection and planning process toward the development of said facility with the understanding and declaration that operation of such would require resources from an additional levy.

In order to provide adequate funds for parks and recreational purposes, it is necessary to place an additional levy, in excess of the ten-mill limitation, at a rate of 1.26M for each one dollar in taxable valuation for a continuing period of time pursuant to R.C. 5705.19.

Ohio Revised Code Section 5705.03(B) requires the taxing authority of the subdivision to certify to the County Auditor a resolution or ordinance requesting that the county auditor certify to the taxing authority the total current tax valuation of the City of Sandusky and the dollar amount of revenue that would be generated by 1.26M for each one dollar of taxable value.

**BUDGETARY INFORMATION:** This tax levy is necessary to help offset the cost of operating and maintaining a Recreation/Community Center.

**Action Requested:** It is requested that a Resolution be passed declaring it 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 City's park and recreational operations, and that the Resolution be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter

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

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

**A RESOLUTION DECLARING THE THAT THE AMOUNT OF TAXES THAT MAY BE RAISED BY LEVIES ON THE CURRENT TAX DUPLICATE WITHIN THE TEN-MILL LIMITATION WILL BE INSUFFICIENT TO PROVIDE FOR THE NECESSARY REQUIREMENTS OF THE CITY OF SANDUSKY AND THAT IT IS NECESSARY TO LEVY AN ADDITIONAL TAX IN EXCESS OF SUCH LIMITATION FOR PARKS AND RECREATIONAL PURPOSES; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, pursuant to Sections 5705.03 and 5705.19 of the Ohio Revised Code, the taxing authority of the City of Sandusky, by vote of two-thirds of the members of the taxing authority, is authorized by law to place an additional levy before the electors residing within the City of Sandusky's (the "City") boundaries; and

**WHEREAS**, the City of Sandusky City Commission ("City Commission") finds that the amount of taxes which may be raised within the ten-mill limitation will be insufficient to provide an adequate amount for the necessary requirements of the City; and

**WHEREAS**, the City Commission has determined that in order to provide adequate funds for parks and recreational purposes, it is necessary to place an additional levy, in excess of the ten-mill limitation, at a rate of 1.26 mills for each \$1.00 of taxable value for a continuing period of time pursuant to R.C. 5705.19; and

**WHEREAS**, Ohio Revised Code Section 5705.03(B) requires the taxing authority of the subdivision to certify to the Auditor of Erie County, Ohio ("County Auditor") a resolution or ordinance requesting that the County Auditor certify to the taxing authority the total current tax value of the City of Sandusky, and the estimated revenue that would be generated by 1.26 mills based on such total taxable value (rounded to the nearest thousand), and the amount generated by 1.26 mills expressed in dollars (rounded to the nearest dollar) for each \$100,000 of the County Auditor's appraised value; 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 request from the County Auditor the foregoing certificates before proceeding with the submission of the question to the electors of the City of Sandusky at the next regular municipal election; 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 City's park and recreational operations, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio, finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Resolution** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter; and NOW, THEREFORE

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

Section 1. That the City Commission of the City of Sandusky, Ohio, hereby declares that the amount of taxes that may be raised within the ten-mill limitation by levies on the current tax duplicate will be insufficient to provide an adequate amount for the necessary requirements of the subdivision, and that it is necessary to levy a tax in excess of such limitation for parks and recreational purposes as authorized by R.C. 5705.19(H). The question of such levy shall be submitted to all of the electors in the entire territory of the City at the election to be held November 7, 2023. All of the territory of the City is in Erie County.

Section 2. That the City Commission as the taxing authority for the City of Sandusky, Ohio does hereby determine that it is necessary to levy a new tax for a continuing period of time pursuant to R.C. 5705.19 at the rate for each year of 1.26 mills on each \$1.00 of taxable value within the City of Sandusky, Ohio, beginning in tax year 2023 and to be first collected in calendar year 2024.

Section 3. That the Auditor of Erie County, Ohio is hereby requested to certify to City Commission, within ten (10) days of receipt of this Resolution, the City's total current taxable value, and the estimated revenue that would be generated by a new tax of 1.26 mills based on such total taxable value (rounded to the nearest thousand), and the amount generated by 1.26 mills expressed in dollars (rounded to the nearest dollar) for each \$100,000 of the County Auditor's appraised value.

Section 4. The Clerk of the City Commission is hereby authorized and directed to cerify this Resolution to the County Auditor pursuant to the provisions of R.C. 5705.03(B), and to proceed with all things necessary to be done in order to accomplish the purpose of this Resolution and the requirements of R.C. 5705.03(B).

Section 5. 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 6. 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 7. 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.

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RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION

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

Passed: June 12, 2023