



**SANDUSKY CITY COMMISSION
REGULAR SESSION AGENDA
DECEMBER 13, 2021 AT 5 P.M.
CITY HALL, 240 COLUMBUS AVENUE**

INVOCATION	Dave Waddington
PLEDGE OF ALLEGIANCE	
CALL TO ORDER	
ROLL CALL	M. Meinzer, W. Poole, D. Murray, D. Brady, N. Twine, D. Waddington & B. Harris
APPROVAL OF MINUTES	November 22, 2021
AUDIENCE PARTICIPATION	
PUBLIC HEARING	Proposed Amendment to Zone Map for 1012 Columbus Avenue
PRESENTATION	Donna Bretz, Witches Walk, check presentation
COMMUNICATIONS	Motion to accept all communications submitted below
CURRENT BUSINESS	

CONSENT AGENDA ITEMS

ITEM A – Submitted by Jason Werling, Recreation Superintendent

2022 MILLS CREEK GOLF COURSE FEES CHANGE – SECOND READING

Budgetary Information: The current fee schedule will not negatively impact the General Fund. It is the desire through these fees to continue to increase the overall usage of the course through memberships, punch cards, and daily paid rounds. We will strive to be the area's lowest priced golf course while still providing a quality experience to our golfers attracting both locals and visitors.

ORDINANCE NO. _____: It is requested an ordinance be passed approving the fee schedule for the Mills Creek Golf Course established by the City Manager pursuant to Section 973.02 of the Codified Ordinances of the City of Sandusky.

ITEM B – Submitted by Michelle Reeder, Finance Director

STATE OF OHIO ANNUAL 2021 FISCAL AUDIT

Budgetary Information: The total cost of \$53,218 will be paid from the General Fund (\$26,609), Water Fund (\$13,304.50) and Sewer Fund (\$13,304.50).

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement with the Auditor of the State of Ohio for services to perform the City's audit for the fiscal year 2021; and declaring this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM C – Submitted by John Orzech, Assistant City Manager

PERMISSION TO PARTICIPATE IN INTERNET SALES IN CY 2022

Budgetary Information: The City is responsible for the disposal of unneeded property to promote operational efficiency. Using public internet auction for the disposal of unneeded items will generate more revenue and make items available to a larger community of potential buyers. Proceeds from sales will be deposited into the account of the department financially responsible for the assets.

RESOLUTION NO. _____: It is requested a resolution be passed declaring the intent of the City of Sandusky to dispose of personal property and equipment as having become obsolete, unnecessary or unfit for City use through internet auctions during the calendar year 2022; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM D – Submitted by Aaron Klein, Public Works Director

OHIO EPA LICENSE TO OPERATE FEE FOR BIG ISLAND WATER WORKS CY 2022

Budgetary Information: The total amount of \$12,180.00 shall be paid with Water Funds and has been appropriated in the O & M Budget for 2021.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the Finance Director to make payment to the State of Ohio Environmental Protection Agency for the renewal of the license to operate a Public Water System for the calendar year 2022; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM E – Submitted by Jason Werling, Recreation Superintendent

SHELBY STREET BOAT LAUNCH FACILITY AGREEMENT 2022

Budgetary Information: This agreement will not result in any additional budgetary expenses. The City will benefit from the agreed upon rental fee income of \$100 per month during peak season and \$50 per month during the off-season. These funds will be used to offset utility costs at the facility.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a one (1) year agreement with Sandusky Bait Company of Flatrock, Ohio, for the operation of a retail business for the sale of bait and tackle, convenience items, food, beverages, and fishing equipment and supplies at the building located at the Shelby Street Boat Launch Ramp Facility for the period of

January 1, 2022, through December 21, 2022; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM F – Submitted by Jared Oliver, Police Chief, Stuart Hamilton, IT Manager

5 YEAR AGREEMENT WITH AXON ENTERPRISE, INC., FOR BODY WORN CAMERAS

Budgetary Information: The total cost of the agreement will be paid through the Police Department’s operating budget accordance with a pay schedule in an amount not to exceed \$241,470.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a five (5) year agreement with Axon Enterprise, Inc., of Scottsdale, Arizona, for the support, maintenance, online storage, and equipment replacement program for the Axon body worn cameras for the Sandusky Police Department; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

REGULAR AGENDA ITEMS

ITEM 1 – Submitted by Arin Blair, Chief Planner

AMENDMENT TO THE ZONING MAP FOR 1012 COLUMBUS AVENUE

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

ORDINANCE NO. _____: It is requested an ordinance be passed amending the official zone map of the City of Sandusky to rezone parcel no. 57-68035.000 located at 1012 Columbus Avenue from “R2F” two-family residential district to “RMF” multi-family residential district; and declaring that this ordinance shall take effect under suspension of the rules as contained in and in accordance with Section 13 of the City Charter.

ITEM 2 – Submitted by Michelle Reeder, Finance Director

TRANSFER OF FUNDS FROM CAPITAL IMPROVEMENT FUND TO CAPITAL PROJECTS FUND

Budgetary Information: The transfer amount of \$585,000 will be transferred from the Capital Improvement Fund to the Capital Project Fund. The 2021 budget was passed with an approved amount of up to \$585,000 allocated for this transfer.

RESOLUTION NO. _____: It is requested a resolution be passed authorizing the transfer of funds from the Capital Improvement Fund to the Capital Projects Fund; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 3 – Submitted by Aaron Klein, Public Works Director

UNIFORM RENTAL AND CLEANING CONTRACT FOR 2/1/22 – 01/31/26

Budgetary Information: The total expenditure for the supply and cleaning of uniforms for a four (4) year contract period shall not exceed \$84,656.00 based on the assumption all Divisions are fully staffed and receiving full uniform service. Funds expended for these services are allocated out of each respective Division’s annual operational and maintenance budgets.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a four (4) year contract with Cintas Corporation of Sandusky, Ohio, for the supply and service of uniforms for City personnel for the period of February 1, 2022, through January 31, 2026; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 4 – Submitted by Stuart Hamilton, IT Director

VIRTUAL ENVIRONMENT REFRESH

Budgetary Information: The total cost of this virtual environment refresh will be \$133,804.41, with \$66,902.20 being paid by the IT operating budget, \$33,451.11 by the Water Fund and \$33,451.10 by the Sewer Fund.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement for the purchase and installation of a replacement virtual environment system from Computers at Work, Inc., of Naples, Florida D.B.A. vTECHio, through the State of Ohio Department of Administrative Services Cooperative Purchasing Program, and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 5 – Submitted by Aaron Klein, Public Works Director

AMENDMENT #1 TO PROFESSIONAL DESIGN SERVICES AGREEMENT FOR SANDUSKY BAY PATHWAY ACQUISITION AND PARTIAL DESIGN

Budgetary Information: The current cost of this project is \$1,948,871.00. Amendment #1 includes Task 5 for \$85,856.00 and Task 6 for \$57,786.00, totaling \$143,642.00. The total revised project cost would be \$2,092,513.00 and would be paid from the Capital Projects Fund.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a first amendment to the agreement for professional design services with Environmental Design Group, LLC, of Akron, Ohio, for the Sandusky Bay Pathway; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 6 – Submitted by Jason Werling, Recreation Superintendent

PAPER DISTRICT MARINA FACILITY AGREEMENT 2022

Budgetary Information: The agreement will not result in any additional budgetary expenses. The City will benefit from Towboat Marine, LLC, management and operation of the Marina, as well as the agreed upon first

\$10,000.00 revenue each year going to the City of Sandusky, with an additional 50% split after revenues received meets \$45,000.00 for the season.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement with Towboat Marine, LLC, of Sandusky, Ohio, for the operation and management of the Paper District Marina; approving a new fee schedule for the Paper District Marina; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 7 – Submitted by Jonathan Holody, Community Development Director

ECONOMIC DEVELOPMENT FUND GRANT TO NAME ONE YELLOWSTONE, LLC

Budgetary Information: The City will be responsible for providing a total of \$50,000 in grant proceeds from the Economic Development Capital Projects Fund on a reimbursable basis. The project will have an ongoing positive impact on the General Fund due to increased income and property taxes.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and approving a grant in the amount of \$50,000.00 through the Economic Development Fund Program to Name One Yellowstone, LLC, in relation to the property located at 333 Washington Street, Sandusky; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 8 – Submitted by Jonathan Holody, Community Development Director

ECONOMIC DEVELOPMENT FUND GRANT TO EVERWILD SPIRITS, LLC

Budgetary Information: The City will be responsible for providing a total of \$100,000 in grant proceeds from the Economic Development Capital Projects Fund on a reimbursable basis. The project will have an ongoing positive impact on the General Fund due to increased income and property taxes.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and approving a grant in the amount \$100,000.00 through the Economic Development Fund Program to Everwild Spirits, LLC, in relation to the property located at 212 Hancock Street, Sandusky; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 9 – Submitted by Josh Snyder, Public Works Engineer

CITY SERVICE CENTER REPAIR AND RESTORATION PROJECT

Budgetary Information: The total cost for this repair work is \$530,000.00, which includes materials, delivery, installation, warranties and a contingency, and will be paid from the Capital Fund.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to expend funds to Garland/DBS, Inc. of Cleveland, Ohio, through the U.S. Communities Government Purchasing Alliance 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.

CITY MANAGER’S REPORT

OLD BUSINESS

NEW BUSINESS

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

EXECUTIVE SESSION(S)

ADJOURNMENT

Online: www.ci.sandusky.oh.us – Click “Play” 



RECREATION

222 Meigs Street
Sandusky, Ohio 44870
419.627.5886
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager
From: Jason Werling, Recreation Superintendent
Date: November 9, 2021
Subject: Commission Agenda Item- 2022 Mills Creek Golf Course Fees

ITEM FOR CONSIDERATION: City Commission approval of the current fee schedule with changes for the 2022 operating season at Mills Creek Golf Course

BACKGROUND INFORMATION: The 2022 golf season will run April 1 - November 15th at Mills Creek Golf Course. The attached fee proposal has been brought to the Recreation Board's attention and approved for the 2022 season at their meeting on October 13th, 2021. After review of the 2021 season the proposed rates are being suggested for 2022. The proposed rates are for the 2022 season and beyond. The increase in fees are in line with the increased cost of operating the course with staffing, supplies and contracted services.

BUDGET IMPACT: The current fee schedule will not negatively impact the General Fund. It is the desire of these fees to continue to increase the overall usage of the course through memberships, punch cards, and daily paid rounds. As stated above, we will still strive to be the area's lowest priced golf course while still providing a quality experience to our golfers attracting both locals and visitors.

ACTION REQUESTED: It is requested that the City Commission approve the proposed current golf fees at Mills Creek Golf Course.

I concur with this recommendation.

Approved

Jason Werling
Recreation Superintendent

Eric Wobser
City Manager

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE FEE SCHEDULE FOR THE MILLS CREEK GOLF COURSE ESTABLISHED BY THE CITY MANAGER PURSUANT TO SECTION 973.02 OF THE CODIFIED ORDINANCES OF THE CITY OF SANDUSKY.

WHEREAS, pursuant to Section 973.02 of the Codified Ordinances of the City of Sandusky the City Manager has authority to establish fees charged at the Municipal Golf Course which are subject to approval by the City Commission; and

WHEREAS, after review of the 2021 season, the Recreation Superintendent is recommending to the City Manager to increase fees to be in-line with the increased cost of operating the course with staffing, supplies and contracted services; and

WHEREAS, the proposed fee schedule will be effective for the 2022 operating season and was approved by the Recreation Board at their meeting on October 13, 2021; 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 Division of Recreation, 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. Pursuant to Section 973.02 of the Codified Ordinances this City Commission approves the proposed fee schedule for the Mills Creek Golf Course as recommended by the City Manager to be effective for the 2022 operating season, a copy of which is marked Exhibit "A" attached to this Ordinance and is specifically incorporated as if fully rewritten herein, and that these fees shall be published in the Index of Fees maintained by the Division of Recreation.

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: December 13, 2021 (effective after 30 days)



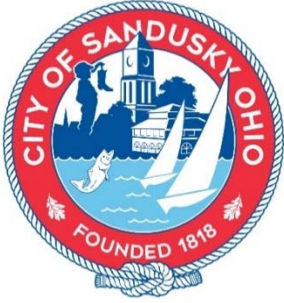
GREENS FEES

DESCRIPTION	2019 RATES	2020 RATES	2022 RATE CHANGES
9 holes Weekdays Regular	\$11.00	No Change	\$12.00
9 Holes- Senior/Employee/Military	\$10.00	No Change	\$11.00
2nd 9 holes weekday	\$6.00	No Change	\$7.00
Jr. Golf Round (ages 17 and under)	\$8.00	No Change	No Change
18 Holes Reg.	\$17.00	No Change	REMOVE
18 Holes Sr/Emp/Mil Reg.	\$16.00	No Change	REMOVE
9 Holes Regular Sat/Sun/Hol	\$12.00	\$13.00	\$14.00
9 Holes Sr/Emp/Mil Sat/Sun/Hol	\$11.00	\$12.00	\$13.00
2nd 9 holes weekend	\$6.50	\$7.00	\$8.00
18 Holes Sat/Sun/Hol	\$18.50	\$20.00	REMOVE
18 Holes Sr/Emp/Mil Sat/Sun/Hol	\$17.50	\$19.00	REMOVE
Lunch Time Special	\$15.00	No Change	\$16.00
Spectacular 6- change to Twilight Special	\$14.00	No Change	\$16.00
Family Fun Days	\$30.00	No Change	REMOVE
Mom/Dad Day Special	\$6.00	No Change	No Change
Off Season 9H & 1C	\$13.00	No Change	\$16.00
Off Season 9 Holes	\$9.00	No Change	NO Change
Off Season 18 Holes	\$14.00	No Change	REMOVE
Sr./Mil./Emp. Pass	\$260.00	\$280.00	\$305.00
Regular Pass	\$360.00	\$380.00	\$405.00
Youth Pass	\$160.00	\$180.00	\$205.00
Family Pass	\$620.00	\$640.00	\$665.00
Additional Youth (Family Pass)	\$100.00	No Change	
Regular Combo Pass (New for 2020)		\$680.00	REMOVE
Senior Combo Pass (New for 2020)		\$480.00	\$505.00
PUNCH CARD - Green Fees - 12 punches	\$120.00	No Change	\$125.00
Golf Scramble- 9 holes	\$13.00	No Change	\$15.00
Golf Scramble - 18 holes			\$21.00
League Rate - walking			\$10.00

RENTALS/ TRAIL FEES

Description	2021 Rate	PROPOSED 2022 RATE	2022 RATE CHANGES
Pass Gas Cart	\$425.00	No Change	\$225.00
Gas Cart- 9 holes 1 rider (Single 9)	\$7.00	No Change	NO Change
Gas Cart- 9 holes 2 riders	\$14.00	No Change	Remove
Gas Cart 1 Rider 2nd Round	\$7.00	No Change	NO Change
Gas Cart 18 Holes 1 Rider	\$14.00	No Change	Remove
Gas Cart 18 Holes 2 Riders	\$28.00	No Change	Remove
PUNCH CARD 24 Cart Single Rider	\$125.00	No Change	\$135.00
Pull Cart	\$3.00	No Change	\$5.00
Club Rental	\$5.00	No Change	\$5.00
Big Locker Rental	\$25.00	No Change	\$25.00
Small Locker Rental	\$15.00	No Change	Remove
Spectator Cart			\$15.00
Ride Along			\$5.00

Seasonal Cart Trail Fee	\$100.00	No Change	
Personal Cart Storage wo/electric	\$250.00	No Change	No Change
Personal Cart Storage w/electric	\$300.00	No Change	No Change
9 Hole Cart Trail Fee- Change to Trail Fee	\$3.00	No Change	\$5.00
18 Holes Cart Trail Fee	\$6.00	No Change	REMOVE



FINANCE DEPARTMENT

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5776
www.cityofsandusky.com

TO: Eric Wobser, City Manager
FROM: Michelle Reeder, Finance Director
DATE: December 1, 2021
RE: Commission Agenda Item

ITEM FOR CONSIDERATION:

Requesting legislation to authorize the State of Ohio to perform our annual 2021 fiscal period audit.

BACKGROUND INFORMATION:

The Auditor of State (AOS) has determined that they will be performing the audit for the 2021 annual fiscal period for the City of Sandusky. Independent public auditing firms are typically limited to auditing entities for no more than 10 consecutive years, however we received a waiver for an additional one year extension in 2020 to have Rea & Associates continue performing our audit.

BUDGETARY INFORMATION:

The total cost of \$53,218 will be paid from the general fund (\$26,609), water fund (\$13,304.50) and sewer fund (\$13,304.50).

ACTION REQUESTED:

It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter in order to immediately execute the Agreement and return it to the State of Ohio so the agreement can be in place prior to the need for the required auditing services.

I concur with this recommendation:

Eric Wobser
City Manager

Michelle Reeder
Finance Director

CC: Brenden Hail, Law Director

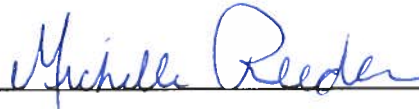
CERTIFICATE OF FUNDS

In the Matter of: State of Ohio -FY21 Audit

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

Account # 110-7900-53003, 612-5900-53003 & 613-5900-53003

By: _____



Michelle Reeder

Finance Director

Dated: 11/16/2021

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE AUDITOR OF THE STATE OF OHIO FOR SERVICES TO PERFORM THE CITY'S AUDIT FOR THE FISCAL YEAR 2021; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the State of Ohio has relied on the assistance of and contracted with Independent Public Accountants (IPA) to satisfy their obligation to perform statutorily required audits of each public office in Ohio; and

WHEREAS, IPA firms are typically limited to auditing entities for no more than ten (10) consecutive years, however, in 2020, the City received a waiver to extend the agreement with Rea & Associates to perform the City's audit for an additional one (1) year; and

WHEREAS, the Auditor of the State of Ohio has notified the City that the State will be conducting the City's annual audit for fiscal year 2021; and

WHEREAS, the total cost of the auditing services for fiscal year 2021 is \$53,218.00 of which \$26,609.00 will be paid with General Funds, \$13,304.50 will be paid with Water Funds, and the remaining balance of \$13,304.50 will be paid with Sewer Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately execute the agreement and return to the State Auditor so the agreement can be in place prior to the need for the required auditing services; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of 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. The City Manager is authorized and directed to execute an Agreement with the Auditor of the State of Ohio for services to perform the City's annual audit for fiscal year 2021, a copy of which is marked Exhibit "A" and is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, together with such revisions or additions thereto as are approved by the

Law Director as not being substantially adverse to the City and as being consistent with carrying out the terms of this Ordinance.

Section 2. The City Manager and/or Finance Director is authorized and directed to expend funds to the Auditor of the State of Ohio in an amount **not to exceed** Fifty Three Thousand Two Hundred Eighteen and 00/100 Dollars (\$53,218.00).

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: December 13, 2021

OHIO AUDITOR OF STATE KEITH FABER

88 East Broad Street
Columbus, Ohio 43215
ContactUs@ohioauditor.gov
(800) 282-0370

November 22, 2021

Michelle Reeder, Finance Director
City of Sandusky

This engagement letter describes the arrangement between the City of Sandusky, Erie County, Ohio (the City) and the Auditor of State including the objective and scope of the services we will provide, the City's required involvement and assistance in support of our services, the related fee arrangements, and other terms and conditions designed to ensure that our professional services satisfy the City's audit requirements.

Summary of Services

We will audit the Government's basic financial statements as of and for the year ended December 31, 2021. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. The objective of an audit is to express our opinion concerning whether the basic financial statements and related notes present fairly, in all material respects, the City's financial position, changes in financial position, required budgetary comparisons, and cash flows (where applicable), in conformity with U.S. generally accepted accounting principles.

We expect to deliver our report on or about June 30, 2022.

We will audit to form an opinion on the basic financial statements. We will also opine on whether supplementary information is fairly presented, in all material respects, in relation to the basic financial statements taken as a whole.

We will apply certain limited procedures to required supplementary information. However, we will not opine or provide any assurance on this information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any other assurance.

We also will read the other information included in the introductory and statistical sections of the Comprehensive Annual Financial Report and consider whether this information, including the manner of its presentation, is materially consistent with information appearing in the financial section. However, we will not express an opinion or any other assurance on the introductory or statistical sections of the Comprehensive Annual Financial Report.]

Engagement Team

The engagement will be led by:

- * Jonathan A. Lawless, CFE, Chief Auditor, and Brian L. Leckey, Assistant Chief Auditor, who will be responsible for assuring the overall quality, value, and timeliness of our services to you;
- * Bradley L. Zura, Senior Audit Manager, who will be responsible for managing the delivery of our services to you; and
- * Kyle E. Kaser, Audit Manager, who will be responsible for on-site administration of our services to you.

The Auditing Process

Our Responsibilities:

The *Summary of Services* above describes our responsibilities for the Government's basic statements and other financial information.

We will conduct our audit in accordance with U.S. generally accepted auditing standards (GAAS) and the Comptroller General of the United States' standards for financial audits included in *Government Auditing Standards*, the Single Audit Act Amendments of 1996, and *Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*. Those standards require that we plan and perform the audit to reasonably assure that the financial statements are free of material misstatement.

Because of inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatement may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.

We may limit certain procedures to selective testing of data. Therefore we might not detect material error and fraud if it exists. It is not cost-efficient to design procedures to detect immaterial error or immaterial fraud. Also, because of the characteristics of fraud, including attempts at concealment through collusion and forgery, a properly designed and executed audit may not detect a material fraud.

We will communicate all instances where we believe fraud *may* exist to you. These would include instances where we:

- Have persuasive evidence that fraud occurred.
- Determined fraud risks exist and were unable to obtain convincing evidence to determine that fraud was unlikely.

Similarly, noncompliance may have occurred. However, our audit provides no assurance that noncompliance generally will be detected and only reasonable assurance that we will detect noncompliance directly and materially affecting the determination of financial statement amounts. We will inform you regarding material error or noncompliance that come to our attention.

Our evaluation of internal control may provide evidence of waste or abuse. Because the determination of waste and abuse is subjective, we are not required to perform specific procedures to detect waste or abuse. If we detect waste or abuse, we will determine whether and how to communicate such matters.

If for any reason we are unable to complete the audit or are unable to form an opinion, we may disclaim an opinion on your financial statements. In this unlikely event, we will communicate the reason for disclaiming an opinion to you, and to those charged with governance, in writing.

Your Responsibilities and Identification of the Applicable Reporting Framework:

We will audit assuming that management and those charged with governance acknowledge and understand they are responsible for:

1. Preparing the financial statements and other financial information, including related disclosures and selecting and applying accounting principles in accordance with accounting principles generally accepted in the United States of America. This includes compliance with Ohio Admin. Code § 117-2-01 which requires designing, implementing and maintaining internal controls relevant to preparing and fairly presenting financial statements free from material misstatement whether due to fraud or error.
2. Providing us with:
 - a. Access to all information of which management is aware that is relevant to preparing and fairly presenting the financial statements such as records, documentation, and other matters;
 - b. Written representations as part of the engagement, from management and/or attorneys, understanding separate legal fees from attorneys may result;
 - c. Additional information that we may request from management for the audit; and

- d. Unrestricted access to persons within the Government from whom we determine it necessary to obtain audit evidence.
3. Inform us of events occurring or facts discovered subsequent to the date of the financial statements, of which management may become aware, that may affect the financial statements.
4. Preparing supplementary information (including the Schedule of Expenditures of Federal Awards) in accordance with the applicable criteria.
 - a. Include our report on the supplementary information in any document that includes the supplementary information and that indicates that the auditor has reported on this supplementary information.
 - b. Present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by the Government of the supplementary information and the auditor's report thereon.
5. Reporting fraud and noncompliance of which you are aware to us.
6. Making available to the auditor draft financial statements and any accompanying other information in time to allow the auditor to complete the audit in accordance with the proposed timeline.
7. Reviewing drafts of the audited financial statements, footnotes, any supplemental information, auditor's reports and any findings; and informing us of any edits you believe may be necessary.
8. Designing and implementing programs and controls to prevent and detect fraud.

You should not rely on our audit as your primary means of detecting fraud.

Compliance with Laws and Regulations

Our Responsibilities

As part of reasonably assuring whether the financial statements are free of material misstatement, we will test the Government's compliance with certain provisions of laws, regulations, contracts, and grants if noncompliance might reasonably directly and materially affect the financial statements. However, except for major federal financial assistance programs, our objective is not to opine on overall compliance with these provisions.

Your Responsibilities:

Management and those charged with governance are responsible for:

1. Being knowledgeable of, and complying with, laws, regulations, contracts, and grants applicable to the City.
2. Identifying for us other financial audits, attestation engagements, performance audits, internal audits, reports from regulators or other studies related to the City (if any), and the corrective actions taken to address these audits' significant findings and recommendations.
3. Tracking the status of prior audit findings.
4. Taking timely and appropriate steps to remedy fraud, noncompliance, violations of provisions of laws, regulations, contracts or grant agreements, or abuse we may report.
5. Providing your views and planned corrective action on audit findings we may report.

Internal Control

Our Responsibilities:

As a part of our audit, we will obtain an understanding of your City and its environment, including its internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses.

In assessing risk, we consider internal control relevant to the Government's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of opining on the effectiveness of the Government's internal control. However, we will communicate to you in writing any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

Your Responsibilities:

Design, implement and maintain internal control relevant to compliance and the preparing and fairly presenting financial statements that are free from material misstatement, whether due to fraud or error. Appropriate supervisory reviews are necessary to reasonably assure that adopted policies and prescribed procedures are followed.

Your Responsibility for Service Organizations:

Service organizations are other governmental entities, organizations, or companies that provide services to you, as the user City, relevant to your internal controls over financial reporting. Service organizations process transactions reflected in your Government's financial statements, and therefore fall within the scope of our audit. While service organizations are responsible for establishing and maintaining their internal control, you are responsible for being aware of the service organizations your Government uses, and for establishing controls to monitor the service organization's performance. Because the complexity of service organization transaction processing can vary considerably, your monitoring activities can vary accordingly.

When transaction processing is complex and the volume of transactions is relatively high, obtaining and reviewing a service organization auditor's *Independent Service Auditor's Report on Management's Description of a Service Organization's System and the Suitability of the Design and Operating Effectiveness of Controls* Report (Type 2 Service Organization Control Report (SOC 1)) may be the most effective method of meeting your responsibility to monitor a service organization, and may also be the only efficient means by which we can obtain sufficient evidence regarding their internal controls. AT Section 801, *Reporting on Controls at a Service Organization* for service organization reports dated prior to May 1, 2017 and AT-C Section 320, *Reporting on an Examination of Controls at a Service Organization Relevant to User Entities' Internal Control Over Financial Reporting* for service organization reports dated on or after May 1, 2017 discuss the aforementioned report. (In some circumstances, we can accept a suitably-designed agreed-upon procedures report (AUP) in lieu of a SOC 1 report.)

You are responsible for informing our staff of the service organizations your City uses, and for monitoring these service organizations' performance.

Service organizations of which we are aware are:

- Erie County Auditor and Treasurer's Offices, which are responsible for the assessment, collection, and distribution of your City's property taxes; and
- Regional Income Tax Authority (RITA), which is responsible for the collection and distribution of your City's income taxes.

Please confirm to us that, to the best of your knowledge, the above listing is complete.

Of the service organizations above, those for which we believe the complexity of processing and volume of transactions warrant a SOC 1(or AUP) report are:

- Regional Income Tax Authority (RITA), which is responsible for the collection and distribution of your City's income taxes.

Without an acceptable SOC 1 or AUP report for the above-listed organizations, generally accepted auditing standards may require us to qualify our opinion on your Government's financial statements due to an insufficiency of audit evidence regarding service organization transactions included in your Government's financial statements. You are responsible for communicating the need for a SOC 1 or AUP report to these service organizations, and also for communicating the deadline for which we need the report to meet your reporting deadline. We will require the report by approximately May 16, 2022 to meet your reporting deadline of June 30, 2022.

Additional Responsibilities and Reporting Under the Uniform Guidance

Our Responsibilities:

For grant funding subject to the Uniform Guidance, as the Guidance requires, we will test controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to opine on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

Additionally, the Uniform Guidance requires that we also plan and perform the audit to reasonably assure whether the auditee has complied with applicable federal statutes, regulations, and terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB *Compliance Supplement* for the types of compliance requirements that could directly and materially affect each of your major programs.

In accordance with the Uniform Guidance, we will prepare the following report:

Independent Auditor's Report on Compliance with Requirements Applicable To Each Major Federal Program and on Internal Control Over Compliance Required by the Uniform Guidance

Our report on compliance will include our opinion on compliance with major federal financial assistance programs and also describe instances of noncompliance with Federal requirements we detect that require reporting per the Uniform Guidance. This report will also describe any significant deficiencies and/or material weaknesses we identify relating to controls used to administer Federal award programs. However, this report will not opine on internal control used to administer Federal award programs.

We are also responsible for completing certain parts of OMB Form SF-SAC (the Data Collection Form).

Your Responsibilities:

You are responsible for identifying federal statutes, regulations and the terms and conditions relating to Federal award programs, and for complying with them. You are responsible for compiling the Schedule of Expenditures of Federal Awards and accompanying notes.

For grant funding subject to the Uniform Guidance, you are required to establish and maintain effective internal controls to reasonably assure compliance with federal statutes, regulations and terms and conditions of federal awards and controls relating to preparing the Schedule of Expenditures of Federal Awards. Additionally, you are responsible for evaluating and monitoring noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; taking prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly following up and taking corrective action on reported audit findings; and for preparing a summary of schedule of prior audit findings and a separate corrective action plan.

You are responsible for informing us of significant subrecipient relationships and contractor relationships (previously known as vendor relationships), when the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are responsible for completing your Government's Data Collection Form and assuring the reporting package (including the Data Collection Form) is filed in accordance with the electronic submission requirements.

You are responsible for providing electronic files that are unlocked, unencrypted and in an 85% text searchable PDF format for your Government's single audit submission of the reporting package to the Federal Audit Clearinghouse.

Representations from Management

Your Responsibilities

Upon concluding our engagement, management and, when appropriate, those charged with governance will provide to us written representations about the audit that, among other things, will confirm, to the best of their knowledge and belief:

- Management's responsibility for preparing the financial statements in conformity with generally accepted accounting principles, and the Schedule of Expenditures of Federal Awards in accordance with the Uniform Guidance
- The availability of original financial records and related data, the completeness and availability of all minutes of the legislative or other bodies and committee meetings;
- Management's responsibility for the City's compliance with laws and regulations;
- The identification and disclosure to the auditor of all laws, regulations, and provisions of contracts and grant agreements directly and materially affecting the determination of financial statement amounts and;
- The absence of fraud involving management or employees with significant roles in internal control.

Additionally, we will request representations, as applicable, regarding:

- The inclusion of all components, and the disclosure of all joint ventures and other related organizations;
- The proper classification of funds, net position and fund balances;
- The proper approval of reserves of fund equity;
- Compliance with laws, regulations, and provisions of contracts and grant agreements, including budget laws or ordinances; compliance with any tax or debt limits, and any debt covenants;
- Representations relative to required supplementary information;
- The identification of all federal assistance programs, and compliance with grant requirements.
- Events occurring subsequent to the fiscal year end requiring adjustment to or disclosure in the financial statements or Schedule of Expenditures of Federal Awards.

Management is responsible for adjusting the financial statements to correct misstatements we may detect during our audit and for affirming to us in the representation letter that the effects of any uncorrected misstatements we aggregate during our engagement and pertaining to the latest period the statements present are immaterial, both individually and in the aggregate, to the opinion units. (*Financial statements* include the related footnotes and required and other supplemental information).

Communication

Our Responsibilities

As part of this engagement the Auditor of State will communicate certain additional matters (if applicable) to the appropriate members of management and to those charged with governance. These matters include:

- The initial selection of and changes in significant accounting policies and their application;
- The process management uses to formulate particularly sensitive accounting estimates and the basis for their conclusions regarding the reasonableness of those estimates;
- Audit adjustments, whether posted or waived;
- Any disagreements with management, whether or not satisfactorily resolved, about matters that individually or in the aggregate could be significant to the financial statements or our opinion;
- Our views about matters that were the subject of management's consultation with other accountants about auditing and accounting matters;

- Major issues that were discussed with management related to retaining our services, including, among other matters, any discussions regarding the application of accounting principles and auditing standards; and
- Serious difficulties we encountered in dealing with management during the audit.

We will present those charged with governance our Summary of Identified Misstatements (if any) at the conclusion of our audit.

Terms and Conditions Supporting Fee

As a result of our planning process, the City and the Auditor of State have agreed to an approach designed to meet the City's objectives for an agreed-upon fee, subject to the following conditions.

Our Responsibilities:

In providing our services, we will consult with the City regarding matters of accounting, financial reporting or other significant business issues. Accordingly, our fee includes estimated time necessary for this consultation. Circumstances may require the Auditor of State to confirm balances with your financial institution resulting in additional nominal charges which will not require an amendment to this agreement. However, should a matter require research, consultation or audit work beyond this estimate, the Auditor of State and the City will agree to an appropriate revision in services and fee. These revisions will also be set forth in the form of the attached *Amendment to Engagement Letter*.

Your Responsibilities:

The City will provide in a timely manner all financial records and related information to us, an initial list of which will be furnished to you, including timely communication of all significant accounting and financial reporting matters, as well as working space and clerical assistance as mutually agreed upon and as is normal and reasonable in the circumstances. When and if for any reason the City is unable to provide these schedules, information and assistance, the Auditor of State and the City will mutually revise the fee to reflect additional services, if any, we require to achieve these objectives. These revisions will be set forth in the form of the attached *Amendment to Engagement Letter*.

Confidential Information:

You should make every attempt to minimize or eliminate the transmission of personal information to the Auditor of State (AOS). All documents you provide to the AOS in connection with our services including financial records and reports, payroll records, employee rosters, health and medical records, tax records, etc. should be redacted of any personal information. Personal information includes social security numbers, date of birth, drivers' license numbers or financial institution account numbers associated with an individual. The City (the public office) should redact all personal information from electronic records before they are transmitted to the AOS. This information should be fully blacked out in all paper documents prior to sending to the AOS. If personal information cannot be redacted from any records or documents; the public office must identify these records to the AOS.

If redacting this personal information compromises the audit or the ability to prepare financial statements, the public office and the AOS will consider these exceptions on a case-by-case basis. Additionally, if redacting this information creates a hardship on the public office in terms of resources, recordkeeping or other issues, the public office and the AOS may collaborate on alternative methods of providing the public office's data to the AOS without compromising the personal information of individuals served by the public office. The AOS is willing to work with the public office and it is our intent to greatly reduce the amount of personal information submitted to the AOS for audit or financial statement preparation purposes. It is important that the public office review internal policies to find ways to eliminate as much personal information from financial records as possible by substituting non-personal information (i.e., change social security numbers to employee identification numbers).

Fee

Except for any changes in fees and expenses which may result from the circumstances described above, we expect our fees and expenses for our audit services will not exceed \$53,218.

Pursuant to Ohio Rev. Code Section 117.13, you may charge all of this audit's cost to the general fund or you may allocate the cost among the general fund and other eligible funds.

Reporting

We will issue a written report upon completing our audit of your financial statements. We will address our report to those charged with governance. We cannot assure you that we will issue an unmodified opinion. Circumstances may arise in which it is necessary for us to modify our opinion, add an other matters or emphasis-of-matter paragraph or withdraw from the engagement.

Upon completing our audit, we will also issue a written report in accordance with Government Auditing Standards on internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters.

Access to Our Reports and Working Papers

AU-C 905—*Alert That Restricts the Use of the Auditor's Written Communication* requires our reports to disclose the following:

Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Required by Government Auditing Standards:

This report only describes the scope of our internal control and compliance testing and our testing results, and does not opine on the effectiveness of the Government's internal control or on compliance. This report is an integral part of an audit performed under *Government Auditing Standards* in considering the Government's internal control and compliance. Accordingly, this report is not suitable for any other purpose.

Independent Auditor's Report on Compliance with Requirements Applicable to Each Major Federal Program and on Internal Control Over Compliance Required by the Uniform Guidance:

This report only describes the scope of our internal control compliance tests and the results of this testing based on Uniform Guidance requirements. Accordingly, this report is not suitable for any other purpose.

AU-C 905 requires us to include this restrictive language in our reports due to concerns that other readers may not fully understand the purpose of the report, the nature of the procedures applied in its preparation, the basis or assumptions used in its preparation, the extent to which the procedures performed are generally known or understood, and the potential for the report to be misunderstood, when taken out of the context for which it was intended.

However, under Revised Code Section 117.26, an audit report becomes a public record under Section 149.43, Revised Code, when we file copies of the report with the public officers enumerated in the Revised Code. When we file the reports, our working papers become available to the public upon request, subject to information protected for criminal investigations, by attorney-client privilege or by local, state or federal law. AU-C 905 does not affect public access to our reports or working papers.

Under generally accepted auditing standards, we must retain working papers for five years after the release date of our opinion. However, AOS policy requires we retain working papers for seven years or longer, as needed.

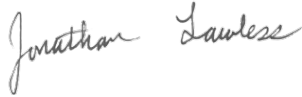
Peer Review Report

As required by *Government Auditing Standards*, we have made our most recent external quality control review report (Peer Review) publicly available, at https://ohioauditor.gov/publications/Peer_Opinion.pdf. Audit organizations can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. The Auditor of State received a peer review rating of *pass*.

Please sign and return this letter to indicate your acknowledgement of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities. If you have any questions, please call Brad Zura, Senior Audit Manager, at 800-443-9276.

Sincerely,

KEITH FABER
Auditor of State



Jonathan A. Lawless, CFE
Chief Auditor, Northwest Region

Attachment

cc: City Manager
City Commission
Audit Committee

ACCEPTED BY _____ DATE _____

TITLE _____

EXHIBIT "A"

2CFR Part 200 REPORTING PACKAGE

2CFR Part 200 Ref.	Item	Responsibility	
		Auditee	Auditor
.508(b); .510(a)	Financial Statements	✓	
.515(a)	Report (opinion) on financial statements		✓
508(b); .510(b)	Schedule of Expenditures of Federal Awards	✓	
.515(a)	Report ("in-relation-to" opinion) on Schedule of Expenditures of Federal Awards		✓
.515(b)	Report on Compliance and Internal Controls - Financial Statements		✓
.515(c)	Report on Compliance and Internal Controls - (Major) Federal Awards		✓
.515(d)	Schedule of Findings and Questioned Costs ¹		✓
.508(c); .511(a),(b)	Schedule of Prior Audit Findings ⁴	✓	
.512(a), (b)	Data Collection Form ²	✓	✓
.511(c)	Corrective Action Plan ³	✓	

¹ Required in all cases

² You may only submit the reporting package and Data Collection Form electronically. The reporting package will be uploaded and submitted along with the Data Collection Form. The Federal Audit Clearinghouse will distribute the required reporting packages to the Federal agencies per Section __.512(g) of the Uniform Guidance, if the audit requires distribution to a Federal-funding agency. Complete the auditee certification process and submit the single audit reporting package and the Data Collection Form electronically to the Federal Audit Clearinghouse within the earlier of 30 days after receipt of our reports or nine months after the end of the audit period.

³ Required for any GAGAS level or UG findings

**SAMPLE
AMENDMENT #___ TO ENGAGEMENT LETTER**

[Date]

[ENGAGEMENT LETTER ADDRESSEE]

Dear _____:

The engagement letter dated _____ between the Auditor of State and the Government is hereby amended to reflect the following:

<u>Description of / Causes for Amendment</u>	<u>Estimated Fee Effect</u>
1	
2	
3	
4	
Total this amendment	\$0.00
Previous fee estimate	
Revised fee estimate	\$0.00

Please sign the copy of this letter in the space provided and return it to us. If you should have any questions, please call _____ at _____.

Sincerely,

KEITH FABER
Auditor of State

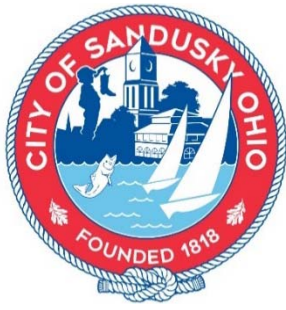
[Name of Chief Auditor]
Chief Auditor, [Name] Region

cc: [Engagement Letter cc's]

ACCEPTED BY

DATE

TITLE



CITY MANAGER

240 Columbus Avenue
Sandusky, Ohio 44870
419-627-5846
www.cityofsandusky.com

TO: Eric Wobser, City Manager

FROM: John Orzech

DATE: December 1, 2021

SUBJECT: **Commission Agenda Item – Permission to Participate in Internet Sales in CY 2022**

ITEM FOR CONSIDERATION: It is requested that the City Commission approve legislation declaring the City's intent to sell unneeded vehicles, equipment and other assets, through the use of public internet auction for the calendar year 2022.

BACKGROUND INFORMATION: Ohio Revised Code, Section 721.15 (D) requires the adoption of a resolution expressing the intent of the City of Sandusky to sell unneeded property by internet auction during each calendar year. Each item shall be offered for sale for a minimum of ten (10) calendar days and shall be paid for as described in the "Online Sales Terms and Conditions of the City of Sandusky" (Exhibit A). Shipping and delivery costs shall be the responsibility of the purchaser. Representatives for the City will be designated by the City Manager or designee as needed. Internet auctions shall be conducted by using Govdeals.com, Propertyroom.com, Assetnation.com, EBay.com, Government Surplus or other such websites, that are found to be most effective and efficient in disposing of the items at the best price obtainable. The items will be designated for disposal by the division head and subsequently approved as unnecessary and unfit for City use by the City Commission. The City's website will be a link for the Public to participate in the auction process.

BUDGET IMPACT: The City is responsible for the disposal of unneeded property to promote operational efficiency. Using public internet auction for the disposal of unneeded items will generate more revenue and make items available to a larger community of potential buyers. Proceeds from sales will be deposited into the account of the department financially responsible for the assets.

ACTION REQUESTED: It is requested that legislation be approved, authorizing the disposal of the vehicles, equipment and other assets through the use of public internet auction. It is further requested this legislation take immediate effect in full accordance with Section 14 of the City Charter in order to begin conducting sales through internet auctions at the earliest opportunity beginning January 1, 2022.

I concur with this recommendation:

Eric Wobser
City Manager

John Orzech
Assistant City Manager

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

RESOLUTION NO. _____

A RESOLUTION DECLARING THE INTENT OF THE CITY OF SANDUSKY TO DISPOSE OF PERSONAL PROPERTY AND EQUIPMENT AS HAVING BECOME OBSOLETE, UNNECESSARY OR UNFIT FOR CITY USE THROUGH INTERNET AUCTIONS DURING THE CALENDAR YEAR 2022; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, pursuant to Ohio Revised Code Section 721.15(D), the City is required to adopt a Resolution, during each calendar year, expressing its intent to sell personal property that has become unneeded, obsolete or unfit for municipal purposes by internet auction; and

WHEREAS, Section 25 of the City Charter authorizes the City Manager to conduct all sales of personal property that the City Commission has declared as obsolete, unnecessary or unfit for City use; and

WHEREAS, the internet auctions will be conducted in accordance to the City's online sales terms and conditions and each item shall be offered for sale for a minimum of ten (10) calendar days including Saturday, Sunday, and legal Holidays; 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 begin conducting sales through internet auctions at the earliest opportunity beginning January 1, 2022; and

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

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

Section 1. This City Commission hereby declares its intent to use internet auctions as a means to dispose of personal property that this Commission declares obsolete, unnecessary or unfit for City use pursuant to Section 25 of the City Charter for the period of January 1, 2021, through December 31, 2021.

Section 2. This City Commission authorizes and directs the City Manager or designee to conduct the internet auctions in accordance to the City's on-line sales terms and conditions, a copy of which is on file in the office of the Director of Public Works and attached to this Resolution, marked Exhibit "A", 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 as being

consistent with the objectives and requirements of this Resolution.

Section 3. The Clerk of the City Commission be and is hereby directed to publish notice of the City's intent to dispose of personal property and equipment as having become obsolete, unnecessary or unfit for City use through internet auctions pursuant to Ohio Revised Code Section 721.15(D).

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: December 13, 2021



**City of Sandusky
Sandusky, Ohio
Online Sales - Terms and Conditions
01/01/2022**

All bidders and other participants of this service agree they have read and fully understand these terms and agree to be bound thereby.

Guaranty Waiver. All assets are offered for sale **"AS IS, WHERE IS."** Seller makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. The Buyer is not entitled to any payment for loss of profit or any other money damages – special, direct, indirect or consequential.

Description Warranty. Seller warrants to the Buyer the property offered for sale will conform to its description. Any claim for mis-description must be made prior to removal of the property. If Seller confirms the property does not conform to the description, Seller will keep the property and refund any money paid. The liability of the Seller shall not exceed the actual purchase price of the property. Please note upon removal of the property, **all sales are final.**

Personal and property risk. Persons attending during exhibition, sale or removal of goods assume all risks of damage of or loss to person and property and specifically release the seller and **GovDeals** or any other internet auction host from liability therefore.

Inspection. Most assets offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Bidders must adhere to the inspection dates and times indicated in the asset description. See special instructions on each asset page for inspection details.

Consideration of Bid. Seller reserves the right to reject any and all bids and to withdraw from sale any of the assets listed.

Buyer's Certificate. Successful bidders will receive a Buyer's Certificate by email from **GovDeals** or where it applies with any other internet auction websites.

Buyers Premium. If a Buyer's Premium if applicable, is shown on the auction page bidder box, then that amount (expressed as a percentage of the final selling price) will be added to the final selling price of all items in addition to any taxes imposed.

Payment. Payment in full is due not later than **5 business days** from the time and date of the Buyers Certificate. Acceptable forms of payment are:

- PayPal
- Wire Transfer
- Visa
- MasterCard
- American Express
- Discover
- U. S. Currency
- Certified Cashier's Check
- Money Order
- Company Check (with Bank Letter guaranteeing funds)

PayPal and Credit Card purchases are limited to below \$5,000.00. If the winning bid plus applicable taxes, if any indicated, and the buyer's premium, equals more than \$4,999.99, PayPal and Credit Cards may not be used. If Wire Transfer is chosen, a Wire Transfer Transaction Summary page will provide payment and account information. The Wire Transfer must be completed within 5 days.

Removal. All assets must be removed within **ten (10) business days** from the time and date of issuance of the Buyer's Certificate. Purchases will be released only upon receipt of payment as specified. Successful bidders are responsible for loading and removal of any and all property awarded to them from the place where the property is located as indicated on the website and in the Buyer's Certificate. The Buyer will make all arrangements and perform all work necessary, including packing, loading and transportation of the property. Under no circumstances will **Seller** assume responsibility for packing, loading or shipping. See special instructions on each asset page for removal details. A daily storage fee of \$10.00 may be charged for any item not removed within the ten (10) business days allowed and stated on the Buyer's Certificate.

Vehicle Titles. **Seller** will issue a title or certificate upon receipt of payment. Titles may be subject to restrictions as indicated in the asset description on the website.

Default. Default shall include (1) failure to observe these terms and conditions; (2) failure to make good and timely payment; or (3) failure to remove all assets within the specified time. Default may result in termination of the contract and suspension from participation in all future sales until the default has been cured. If the Buyer fails in the performance of their obligations, **Seller** may exercise such rights and may pursue such remedies as are provided by law. **Seller** reserves the right to reclaim and resell all items not removed by the specified removal date.

Acceptance of Terms and Conditions. By submitting a bid, the bidder agrees they have read, fully understand and accept these Terms and Conditions, and agree to pay for and remove the property, by the dates and times specified. These Terms and Conditions are displayed at the top of each page of each asset listed on **GovDeals** or where it applies to any other internet auction host website. Special Instructions appearing on the asset page will override certain sections of the terms and conditions.

State/Local Sales and/or Use Tax. Buyers may be subject to payment of State and/or local sales and/or use tax. Buyers are responsible for contacting seller or the appropriate tax office, completing any forms and paying any taxes that may be imposed.

Sales to Employees. Employees of the **Seller** may bid on the property listed for auction, so long as they do NOT bid while on duty.



DEPARTMENT OF PUBLIC WORKS

Big Island Water Works

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

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: November 30, 2021

Subject: **Commission Agenda Item – Ohio EPA License to Operate Fee for BIWW CY 2022**

ITEM FOR CONSIDERATION: Legislation authorizing payment to the Ohio EPA for the annual licensing fee to operate Big Island Water Works for the calendar year 2022.

BACKGROUND INFORMATION: In accordance with Ohio Law (Ohio Revised Code 6109.21), public water systems in Ohio must obtain a License to Operate from the Director of the Ohio Environmental Protection Agency (Ohio EPA). Fees are determined by the number of service connections within the City and fee schedule set by Ohio EPA.

For calendar year 2022, the City of Sandusky is required to pay a license renewal fee for Big Island Water Works in the amount of \$12,180.00. The fee has remained unchanged since 2014.

BUDGETARY INFORMATION: The total amount of \$12,180.00 shall be paid with Water funds and has been appropriated in the O & M Budget for 2021.

ACTION REQUESTED: It is recommended that the proposed payment of the license to operate fee with the Ohio EPA be approved and the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to expend funds appropriated in the O & M budget for 2021 and to make payment prior to the December 31, 2021 due date.

I concur with this recommendation:

Eric Wobser
City Manager

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

CERTIFICATE OF FUNDS

In the Matter of: Ohio EPA license

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

Account # 612-5230-53000

By: _____



Michelle Reeder

Finance Director

Dated: 12/8/2021

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE FINANCE DIRECTOR TO MAKE PAYMENT TO THE STATE OF OHIO ENVIRONMENTAL PROTECTION AGENCY FOR THE RENEWAL OF THE LICENSE TO OPERATE A PUBLIC WATER SYSTEM FOR THE CALENDAR YEAR 2022; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City of Sandusky as an operator of a public water system is required to pay a licensing fee on an annual basis to the Ohio Environmental Protection Agency pursuant to Ohio Revised Code §6109.21; and

WHEREAS, the total cost for the annual licensing fee for calendar year 2022 is \$12,180.00 and will be paid with Water Funds which have been appropriated in the Operation & Maintenance (O&M) budget for 2021; 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 expend the funds appropriated in the 2021 budget and to make payment for the annual licensing fee to operate a public water system prior to the due date of December 31, 2021; 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 hereby authorizes and directs the Finance Director to make payment to the Treasurer of the State of Ohio as required by the Ohio Environmental Protection Agency in an amount **not to exceed** Twelve Thousand One Hundred Eighty and 00/100 Dollars (\$12,180.00) for the renewal of the license to operate a public water system for the calendar year 2022.

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: December 13, 2021



RECREATION

222 Meigs Street
Sandusky, Ohio 44870
419.627.5886
www.ci.sandusky.oh.us

TO: Eric Wobser, City Manager
FROM: Jason Werling, Recreation Superintendent
DATE: December 1, 2021
RE: Commission Agenda Item:
Shelby Street Boat Launch Facility Agreement 2022

ITEMS FOR CONSIDERATION:

Legislation to enter into a one-year Agreement with Sandusky Bait Company, of Flatrock, Ohio for the lease of the building located at the Shelby Street Boat Launch Facility beginning January 1, 2022 and concluding on December 31, 2022. The agreement has a second year option at the city's discretion for 2023.

BACKGROUND INFORMATION:

In 2018, the City issued an RFP for the operation of the Shelby Street Boat Launch Facility and there were no responders. During the 2019 season the building was used by Block by Block, for storage and not operated as a bait shop, and the launch ramps and restrooms remained open to the public free of charge. In August 2019 the Recreation Department was approached by Steve Hammer, who was interested in operating the building as a bait shop, and he and his wife Tammy presented their proposal to the Recreation Board. The City subsequently entered into an agreement with Steve and Tammy Hammer that will expire the end of the year. In September 2021, the City issued an RFP for the 2022 operation of the Shelby Street Boat Launch facility in which two (2) proposals were submitted and evaluated by a selection committee.

Based upon the company's experience, availability, and ability to keep the facility operating and staffed, the Sandusky Bait House was determined to be the best proposer to operate the Shelby Street Boat Launch for the 2022 season. The City will continue to provide the launch ramps and restrooms available to the community free of charge.

BUDGET IMPACT:

The agreement will not result in any additional budgetary expenses. The City will benefit from the agreed upon rental fee income of \$100 per month during the peak season and \$50 per month during the off-season. These funds will be used to offset utility costs at the facility.

ACTION REQUESTED: It is requested that legislation be approved authorizing the City Manager to enter into an Agreement with Steve and Tammy Hammer of Sandusky Bait Company for the lease of the Shelby Street Boat Launch Facility. It is further requested that this be passed to take immediate effect in accordance with Section 14 of the City Charter in order to execute the agreement by the lease start date of January 1, 2022.

Approved:

I concur with this recommendation:

Jason Werling, Recreation Superintendent

Eric Wobser, City Manager

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A ONE (1) YEAR AGREEMENT WITH SANDUSKY BAIT COMPANY OF FLATROCK, OHIO, FOR THE OPERATION OF A RETAIL BUSINESS FOR THE SALE OF BAIT AND TACKLE, CONVENIENCE ITEMS, FOOD, BEVERAGES, AND FISHING EQUIPMENT AND SUPPLIES AT THE BUILDING LOCATED AT THE SHELBY STREET BOAT LAUNCH RAMP FACILITY FOR THE PERIOD OF JANUARY 1, 2022, THROUGH DECEMBER 31, 2022; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City issued a Request for Proposals (RFP) in November of 2018 for the operation of a retail business at the building located at the Shelby Street Boat Launch Ramp Facility and no proposals were submitted; and

WHEREAS, in August of 2019, Steve Hammer expressed interest in operating a bait shop at the Shelby Street Boat Launch Ramp Facility and presented a proposal to the Recreation Board which was determined by the Board to be appropriate and in the best interest for the City; and

WHEREAS, the City Commission approved an agreement with Steve and Tammy Hammer (d.b.a.) Sandusky Bait Company for the operation of a retail business at the Shelby Street Boat Launch Ramp Facility by Ordinance 19-143, passed on August 26, 2019, and subsequently approved a First Amendment to the Agreement to extend the agreement through the end of 2021 by Ordinance No. 21-124, passed on August 9, 2021; and

WHEREAS, in September of 2021, the City issued a Request for Proposals (RFP) for the operation of the Shelby Street Boat Launch Facility for the calendar year 2022 in which two (2) proposals were received and evaluated by a selection committee and based upon the company's experience, availability, and ability to keep the facility operating and staffed, the Sandusky Bait Company, of Sandusky, Ohio, was determined to be the best proposer; and

WHEREAS, the agreement will be effective for the period January 1, 2022, through December 31, 2022 and may be extended for an additional one (1) year term upon written agreement; and

WHEREAS, this agreement will not result in any additional budgetary expenses and the City will benefit from the agreed upon rental and utility fee income; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to execute the agreement prior to the commencing date of January 1, 2022; and

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

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

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

Section 1. The City Manager is authorized and directed to enter into an agreement with Sandusky Bait Company of Flat Rock, Ohio, for the operation of a retail business for the sale of bait and tackle, convenience items, food, beverages, and fishing equipment and supplies, at the building located at the Shelby Street Boat Launch Ramp Facility for the period of January 1, 2022, through December 31, 2022, 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.

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: December 13, 2022

Shelby Street Boat Launch Ramp Facility Agreement

This Agreement made on and entered into this ____ day of _____, 2021, is between the City of Sandusky, Ohio, a Chartered Municipal Corporation of the State of Ohio, herein referred to as "Lessor," and Sandusky Bait Company, an Ohio corporation, whose address is 16111 East Water Street P.O. Box 74, Flat Rock, Ohio, 44828, herein referred to as "Lessee."

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

1. Description of the Premises

In consideration of the rents, charges, and payments, hereinafter reserved and of the covenants and agreements herein expressed on the part of the Lessee, to be kept, performed, and fulfilled, Lessor hereby leases to Lessee the premises known as the Shelby Street Boat Launch Ramp Facility located in the City of Sandusky, alternatively referred to as "Leased Premises." The Leased Premises are more specifically described in Exhibit "A" which is attached and specifically incorporated as if fully rewritten herein.

2. Term

The term of this Agreement shall be for the period of January 1, 2022, through December 31, 2022, and shall include the rights, privileges, licenses, and appurtenances attached hereto, subject to the rights reserved herein on the part of the Lessor. This Agreement may be extended for an additional one (1) year term upon written agreement by both the Lessor and Lessee.

3. Order of Precedence of Documents

In the event of a conflict between the RFP, the Proposal, and the provisions of this Agreement, this Agreement will control. Otherwise, the terms of the RFP and Sandusky Bait Company's Proposal shall govern the parties' relationship, each incorporated by reference herein, in the following order of precedence: (1) the City's RFP, including all Addenda thereto, attached hereto as Exhibit "B" and (2) Sandusky Bait Company's Proposal, including all Addenda thereto, attached hereto as Exhibit "C."

4. Concession and Use

Lessee shall have the right to operate a retail business for the sale of bait and tackle, convenience items, food, non-alcoholic beverages, fishing equipment and supplies, and ice at the Leased Premises. The approved concession items categories are described in Exhibit "D" which is attached and specifically incorporated as if fully rewritten herein. The Lessee shall not sell tobacco products. No other use of the Leased Premises shall be allowed unless prior written consent is obtained from the Lessor.

If applicable, the Lessee shall comply with all Erie County Health Department regulations and shall be licensed and inspected by the Health Department, and any changes to the Leased Premises to bring it into compliance with Erie County Health Department rules or regulations will be at the expense of the Lessee. If applicable, Lessee shall, at their own expense, apply for and obtain a license pursuant to Chapter 735 of the City of Sandusky Codified Ordinances. Lessee shall register with the City of Sandusky's Income Tax Department and provide Lessor with certificate of registration. Lessee shall be required to provide to Lessor, upon request, a copy of the Health Department License, the Public Vendor's License and any other license or permit required to lawfully conduct business.

5. Delivery of Possession at Beginning of Term/ Acceptance

Lessee has inspected the building located at the Leased Premises and knows the condition as depicted by the pictures in Exhibit "A" and accepts the same "As Is."

6. Use of Equipment/ Damages to Property

Lessee shall provide additional, suitable equipment in Lessee's discretion that is necessary to the proper operation of the retail business for the sale of bait and tackle, convenience items, food, non-alcoholic beverages, and ice. All personal property of every kind and description kept, stored or placed in or on the Leased Premises shall be at the Lessee's sole risk and hazard, and the Lessor, its employees, agents, officers, elected officials and representatives shall not be responsible for any stolen, lost, or any other loss or damage to any of such personal property.

7. Obligations of Lessee

Lessee shall perform duties and operate the Leased Premises as required by the Lessor including, but not limited to, the following:

7.1 Hours of Operation. Lessee, their agents, employees, representatives, or volunteers shall be present at the Leased Premises not less than the following days and hours:

Mondays through Thursdays from 6:00 am – 2:00pm; Fridays through Sundays from 6:00 am – 6:00 pm.

Lessee shall develop regular hours of operation, which shall be approved by the City manager prior to January 1, 2022. Lessee may make adjustments to hours of operation if the City Manager approves the request.

7.2 Management of Leased Premises. Lessee shall manage the Leased Premises, which includes but is not limited to, staffing the facility with adequate staff to offer proper services associated with launching, janitorial duties, cleaning and maintenance. Lessee shall also provide adequate staff for bookkeeping services of the Leased Premises and shall be responsible for collecting all fees generated.

7.3 Availability during Tournaments. Lessee shall be present at the Leased Premises for all scheduled fishing tournaments as described in Exhibit "E" which is attached and specifically incorporated as if fully rewritten herein and work with the Sandusky Recreation Superintendent to satisfy the requirements of hosting the tournaments.

7.4 Payment and Fees. Lessee shall pay a monthly fee for the Leased Premises as follows:

One Hundred Dollars (\$100.00) per month for the months of April 1st through September 30th; Fifty Dollars (\$50.00) per month for the months of October 1st through March 31st.

Lessee shall make each monthly payment on the first day of each month.

Lessee shall not charge for the launching of boats or other watercraft.

The Lessor and Lessee shall create a rate structure and terms for dockage.

Lessee shall pay up to \$400.00 annually to Alarming Concepts for the security system.

7.5 Marketing. The Lessee shall market the facilities, which includes but is not limited to, posting publications and flyers at area recreational facilities and advertising rates prior to the start of the season through means of radio and/or social media.

7.6 Cleaning and Maintenance. Lessee shall clean and maintain the office and restroom spaces on a daily basis, which includes but is not limited to keeping all paper products fully stocked.

Lessee shall keep all grounds free of litter and goose droppings.

Lessee shall maintain all planted and landscaped areas, which includes but is not limited to pulling weeds and planting new plants. The Lessor may supply the Lessee with new plants if the City's greenhouse has available stock.

Lessee shall keep the bike path clear of any obstructions.

Lessee shall keep the parking lot and dumpster enclosure clear of any debris and litter, which may include but is not limited to pressure washing the grounds to keep it clean of any staining liquid and oils.

Any trash services, except for those set forth in Section 8, shall be the responsibility of the Lessee.

7.7 Permits. Lessee shall obtain and maintain all necessary permits, which include but is not limited to, a Bait Dealer Permit from the Ohio Department of Natural Resources Division of Wildlife.

7.8 Compliance with Laws. Lessee shall keep and maintain the Leased Premises in a good, safe and clean manner and shall obey and comply with all lawful public requirements, regulations, orders, rules, laws and Ordinances of all public authorities that in any way affect the Leased Premises or the use of those facilities and improvements.

7.9 Maintaining Condition of Leased Premises. Lessee shall maintain the Leased Premises and all improvements and appurtenances to the premises in a good repair and in at least as good condition as when delivered, ordinary wear and tear excepted. Lessee shall not commit any waste or cause damage to the Leased Premises.

8. Obligations of Lessor

8.1 Trash. From April 1st through October 31st, the Lessor shall provide the Leased Premises with a one (1) dumpster and six (6) portable garbage cans, being serviced once a week.

From November 1st through March 31st, the Lessor shall provide refuse service of two (2) portable garbage cans, being serviced once a week.

8.2 Repairs. Lessor shall be responsible for any large infrastructure repairs or improvements to the Leased Premises, not directly attributable to negligence of the Lessee.

8.3 Installation and Removal of Docks. Lessor shall install and remove all docks.

8.4 Snow Removal and Lawn Care. Lessor shall be responsible for snow removal and lawn trimming at the Leased Premises.

8.5 Cleaning Products. Lessor shall provide Lessee with the appropriate cleaning materials and products so that Lessor can maintain the office and restroom spaces, as referenced in Section 7.6.

8.6 Utilities. The City shall pay the utility fees associated with the facilities and docks.

8.7 Green Space. The City shall maintain the grass on the property on a regular basis.

9. Liability and Insurance

9.1 Public Liability Insurance. Lessee shall procure and maintain comprehensive public liability insurance for the Leased Premises with single limits of at least One Million Dollars (\$1,000,000.00) for personal injury or death to one or more persons arising out of any one accident or occurrence and property damage. Lessor and all

City Departments, Boards, Commissions, Officials, and employees shall be named as additional insureds under this policy.

9.2 Insurance. Lessor shall keep general building and casualty insurance on the real property against loss or damage done by fires, casualty and all available extended coverage or other hazards in a sum not less than the full current insurable replacement cost of the Leased Premises. Lessee shall be responsible for insuring Lessee's personal property, improvements, betterments, vehicles, and any employee's personal property.

9.3 Certificates. At the commencement of the term of this Agreement, Lessee shall deliver to Lessor a certificate of the insurance required to be maintained under Section 9, this shall include evidence of no cross-liability restrictions and a copy of the insurance policy coverage terms, conditions and exclusions all applicable to the Lessor. Lessee shall also deliver to Lessor at least ten (10) days prior to the expiration date of such policy or of any renewal policy, certificates for the renewal of this insurance and shall provide a notice of any material change thereto.

9.4 Waiver of Liability. Lessee on behalf of themselves and all others claiming under them, including any insurer, waive all claims against Lessor, including all rights of subrogation, for loss or damage to their property. Such release is also conditioned upon the inclusion in the policy or policies of a provision whereby any such releases does not adversely affect such policies nor prejudice in the releasor's rights to recover under them.

9.5 Indemnification. Lessee shall indemnify and hold Lessor and all City Departments, Boards, Commissions, operating units, Officials, and employees harmless against any and all claims, liabilities, damages, or losses, and any attorney's fees and other incidental expenses, resulting from injury or death of any person or damage to property occurring on or about the Leased Premises, as a result of any criminal, tortuous, or negligent act of the Lessee or of its employees, agents, or contractors, or arising in conjunction with the use and occupancy of the Leased Premises by Lessee or others claiming under Lessee, unless the death, injury or damage was sustained as a result of any tortuous or negligent act of Lessor or its employees, agents, or contractors, or by reason of the breach of any of Lessor's

obligations under this Agreement. This provision survives the expiration or termination of this Agreement.

10. Public Access

Lessee acknowledges that it is the express intent of the Lessor to allow lawful public access to all permitted areas of the Shelby Street Boat Launch Ramp Facility, with the exception of the inside of the building and the gated Fire Patrol and ODNR Patrol boat dock. Lessee shall operate and maintain the Leased Premises without unduly interfering with the lawful access of the public. However, Lessee shall ensure that there are no boats stored in the parking lot area. Lessee shall ensure that oversized vehicles and boat trailers use the Shelby Street Overflow Parking lot.

11. Non-Assignment

The Lessee shall not assign this Agreement nor sublet the Leased Premises nor any part thereof without the written consent of Lessor. The Lessee shall have the right to assign its obligations and rights under this Agreement to any successor resulting from a merger, or in connection with a sale of all or substantially all of the assets of the Lessee; provided, however, that the Lessee provides the Lessor with an executed form of assignment and assumption evidencing the successor in interest's assumption of liability for the full and faithful performance of all the terms, covenants, conditions and provisions under this Agreement.

12. Termination

If Lessee breaches any terms of this Agreement and/or fails to comply with the Lessor's covenants contained herein or if said payment or any part of it shall at any time be in arrears and unpaid for thirty (30) days after the same ought to have been paid, or if the Lessee shall at any time fail or neglect to perform or observe any of the covenants, conditions, or agreements herein contained and on their part to be performed and observed, or shall be adjudged bankrupt or insolvent, then and in such case, Lessor may give Lessee written notice of such default and if Lessee does not cure any default within thirty (30) days, after giving of such notice then Lessor may immediately terminate this Agreement. On the date specified in the notice, the term of this Agreement shall terminate and Lessee shall then quit and surrender the Leased Premises to the Lessor, but the Lessee shall remain liable for

their payments until vacating the Leased Premises. If this Agreement is terminated by Lessor, Lessor may immediately thereafter resume possession of the Leased Premises by any lawful means and remove Lessee and their personal property.

13. Loss Due to Catastrophe

In case of damage to the Leased Premises by an act of God or other casualty beyond the Lessor's control, the Lessor shall have the option to terminate this Agreement or to repair the facility.

14. Non-Discrimination

The Lessee shall not discriminate against any employee or applicant for employment, because of race, color, religion, national origin, ancestry, age, handicap, disability, sex, sexual orientation, gender identity or expression. All pertinent Federal laws prohibiting any such discrimination will be adhered to. The Lessee shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, ancestry, handicap, disability, sex, sexual orientation, gender identity or expression. Such action shall include, but is not limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. The Lessee shall post in conspicuous places, available to employees and applicants for employment, notices as may be provided by the Lessor, setting forth the provisions of the non-discrimination clause.

15. Severability of Clauses

No waiver of any covenant or condition or of the breach of any covenant or condition of this Agreement shall be taken to constitute a waiver of any subsequent breach of such covenant or condition nor to justify or authorize the non-observance or any other occasion of the same in any other covenant or condition hereof.

16. Notice

Whenever in this Agreement there shall be required or permitted that notice or demand be given in or served by either party to this Agreement, to or on the

other, such notice or demand shall be given or served in writing by certified mail, return receipt requested addressed as follows:

<u>Lessor</u>	<u>Lessee</u>
City of Sandusky	Steve Hammer
c/o City Manager	Sandusky Bait Company
240 Columbus Avenue	16111 East Water Street
Sandusky, OH 44870	P.O. Box 74
	Flat Rock, Ohio 44828

17. Entire Agreement

No amendment, change, modification or addition to this Agreement shall be binding upon the parties unless it is in writing and signed by both Lessor and Lessee.

18. Binding Effect

This Agreement, and all the terms and provisions hereof, shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, administrative, executors, successors and assigns.

19. Jurisdiction

This Agreement is made in the State of Ohio and shall be administered, interpreted, or adjudicated by any Court having competent jurisdiction over Erie County, Ohio.

20. Signage

Lessee shall provide signage to indicate the Leased Premises are active and open for business. Signage shall include hours of operation and shall conform to the City of Sandusky sign ordinances.

SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed in their respective names, all as of the date hereinbefore written.

WITNESSES:

LESSOR: CITY OF SANDUSKY

Eric L. Wobser
City Manager

STATE OF OHIO)
) ss:
ERIE COUNTY)

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

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

Notary Public

My Commission Expires: _____

WITNESSES:

LESSEE: Sandusky Bait Company

Steve Hammer

STATE OF OHIO)
) ss:
ERIE COUNTY)

On this _____ day of _____, 2021, before me, a Notary Public in and for said County and State, personally appeared Steve Hammer, and acknowledged his execution of the foregoing instrument as said Lessee on behalf of themselves and that the same is their voluntary act and deed.

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

Notary Public

My Commission Expires: _____

Approved as to Form:

Sarah S. Chiappone #0101179
Assistant Law Director
City of Sandusky

EXHIBIT "A"





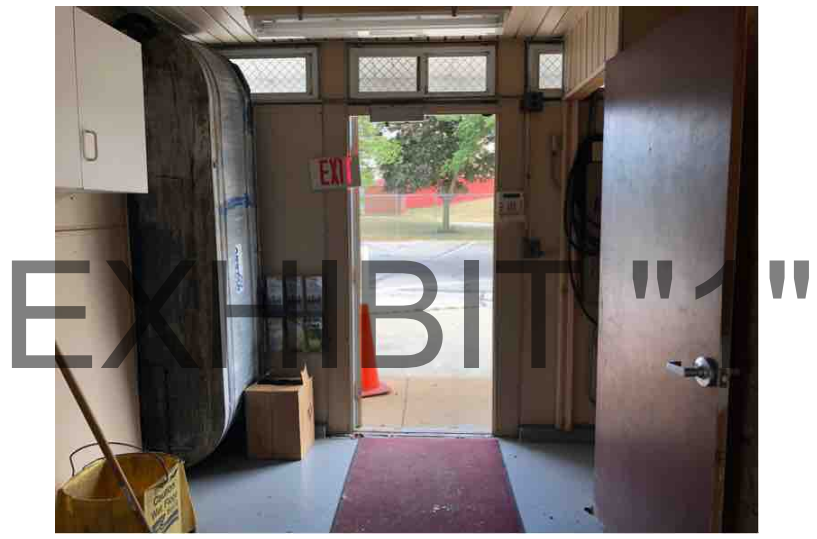




EXHIBIT "1"

REQUEST FOR PROPOSALS
City of Sandusky
Operations at the Shelby Street Boat Launch Facility

Issued by:
The City of Sandusky, Ohio

Issued:
Tuesday, September 21, 2021

Contact Person:
Aaron M. Klein, P.E.
c/o Department of Public Works
240 Columbus Ave
Sandusky, OH 44870
Phone: (419) 627-5829
Fax: (419) 627-5933
email: mstookey@ci.sandusky.oh.us

Proposals Due:
Friday, October 8, 2021 at 1:30pm



The City of Sandusky reserves the right to reject any or all Proposals, to waive informalities, or to accept any Proposal which it deems most favorable to the City of Sandusky

City of Sandusky
Operations of the Shelby Street Boat Launch Facility
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SECTION I. NOTICE TO PROPOSERS

LEGAL NOTICE REQUEST FOR PROPOSALS

Proposals for the City of Sandusky **“Operation of the Shelby Street Boat Launch Facility”** must be received in the office of the Department of Public Works, 240 Columbus Ave, Sandusky, OH 44870, to the attention of Aaron M. Klein, P.E., no later than 1:30pm on Friday, October 8, 2021.

Proposal packages shall be submitted with one original in sealed envelope labeled **“Operation of the Shelby Street Boat Launch Facility”**. These Proposals are to be sent or delivered to:

Aaron M. Klein, P.E.
c/o Department of Public Works
240 Columbus Ave
Sandusky, OH 44870
Phone: 419-627-5829
Fax: 419-627-5933
email: mstookey@ci.sandusky.oh.us

Correspondence shall include contact name, address, telephone, fax, and email information.

EXHIBIT "1"

Copies for the Request for Proposals (RFP) can be downloaded from the City of Sandusky’s web site at www.ci.sandusky.oh.us, or if you prefer a hard copy, please contact Megan Stookey, at mstookey@ci.sandusky.oh.us or (419) 627-5878.

All questions must be submitted in writing and may be emailed to: Recreation Superintendent, Jason Werling at jwerling@ci.sandusky.oh.us. Any questions submitted and answers thereto, clarifications or Request for Proposals amendments shall be distributed to those parties that requested or have been sent an original RFP. Last day for questions shall be 8:00am on Monday, October 4, 2021.

All proposals must be received on time and in full compliance with the instructions contained in the RFP. The City of Sandusky reserves the right to reject any and all Proposals, and to withdraw this solicitation at any time.

The City of Sandusky reserves the right to waive any informalities or irregularities in any of the Proposals received and to award to the offeror whose proposal best meet the needs of the City of Sandusky.

Please publish on: September 21 & 28, 2021
Approved by: Eric L. Wobser, City Manager

II. Procurement Process, Timeline and Deadlines

This Request for Proposals is being issued by the City of Sandusky. The primary contact for all communications regarding this Proposal shall be done through email with the Recreation Superintendent, Jason Werling at jwerling@ci.sandusky.oh.us with a last day for questions being Monday, October 4, 2021.

All private, for-profit, non-profit and public entities shall be eligible to submit Proposals for this work.

The Request for Proposals shall be available upon Tuesday, September 21, 2021, and publicized as follows:

- On the City of Sandusky Website at <http://www.ci.sandusky.oh.us>
- Published as Legal Notice in the Sandusky Register September 21 & 28, 2021

The Request for Proposals shall be available upon request in the following formats: hard copy (paper) **and** electronic email (Adobe Acrobat *.PDF format). The Request for Proposals shall be distributed as requested by the aforementioned eligible Proposer/Contractors. Requests for the Request for Proposals shall be made to the Department of Public Works. All requests shall include the Request for Proposals format preference (hard copy or electronic email), complete contact information of person making the request, including email address and fax number.

The final date and time for inquiries regarding this Request for Proposals shall be Monday, October 4, 2021, 8:00am. The City of Sandusky shall issue responses to all inquiries to all entities that have requested or have been sent an original RFP.

The Proposals shall be due no later than 1:30pm on Friday, October 8, 2021. Proposals received after that date and time will not be accepted. Cost Proposal packages shall be submitted as outlined in Section VI. Proposal Submittal and Format. The Proposals shall be sent to:

Aaron M. Klein, P.E.
c/o Department of Public Works
240 Columbus Ave
Sandusky, OH 44870
Phone: (419) 627-5829
Fax: (419) 627-5933
email: mstookey@ci.sandusky.oh.us

Proposer/Contractor bears total responsibility for ensuring their proposal is complete and arrives on time.

Proposals received by Fax will not be considered.

Proposer/Contractor shall comply with each and every requirement of this RFP to be considered responsive.

The Proposals shall be reviewed by a committee following the Request for Proposals due date and time. The selected finalists shall be established based on the Rating Scale as defined in Section VII. Evaluation of Proposals.

EXHIBIT "1"

Specific Project Timeline

September 21 & 28, 2021 Advertise in the Sandusky Register that the City of Sandusky is accepting Proposals and the Request for Proposals/Specifications packets are available. Document will be posted on the City's Website.

October 4, 2021 at 8:00 a.m. (EST) Last day to submit questions and clarifications regarding the Request for Proposals.

October 8, 2021 at 1:30pm Deadline for submittal of Proposals to the City of Sandusky.

October 8 – 22, 2021 Review and evaluate proposals to formulate the top three Proposer/Contractor. Demonstrations may be requested during this time.

November 8, 2021 Agreement will go to City Commission for approval.

EXHIBIT "1"

III. OVERVIEW

The City of Sandusky desires to contract with a vendor to provide Operational services for the Shelby Street Boat Launch Facility located at 101 Shelby Street, within the City corporate limits. The facility consists of transient boat docks, four (4) boat launch ramps, Sandusky Fire Department and ODNR patrol docks, paved parking lot, an office/store facility, shelter house and public restrooms.

The vendor shall be a qualified individual or business that meets the minimum specifications set by the City.

Proposals shall be delivered to 240 Columbus Ave, Sandusky, Ohio 44870.

The deadline for the submission of Proposals is 1:30pm on Friday, October 8, 2021.

EXHIBIT "1"

IV. SCOPE OF WORK FOR THE OPERATION OF THE SHELBY STREET BOAT LAUNCH FACILITY

A. Term of Service

The terms of this contract shall be for one (1) full calendar year from January to December, with an option one year renewal upon the City's discretion.

B. City of Sandusky Obligations

- Utility costs associated with the facilities and docks shall be the responsibility of the City for normal operational services.
- During the summer operational season of April 1st to October 31st, the City shall contract with a refuse hauler to supply the facility with a one (1) 4Yard Dumpster and six (6) totes, being serviced once a week.
- During the winter season of November 1st to March 31st the City will provide refuse service of two (2) totes that will be serviced once a week..
- Any larger infrastructure repairs or improvements to the facilities, not directly attributed to negligence of the operator shall be the responsibility of the City.
- The green space on the property shall be maintained by City staff on regular scheduled basis.
- The City shall install and remove all docks at the facility through a separate contractor with a vendor a specified times.

EXHIBIT "1"

C. Operator Obligations

- The Proposer shall operate the Shelby Street Boat Launch Facility not less than the following days and hours:
 - Monday – Thursday 6:00am - 2:00pm
 - Friday, Saturday, and Sunday 6:00am - 6:00pm
 - Any modification to service hours shall be approved by the City Manager.
- The Proposer shall station personnel at the boat ramp for the purpose of staffing regular business hours of operation or other mutually agreeable hours, seven (7) days per week during the summer season.
- Any trash services outside of what the City offers at the facility shall be the responsibility of the respondent.
- The operator shall be required to market, manage and operate the Boat Launch facility.
 - Marketing of the facility includes, but not limited to, publications and our flyers at area recreational facilities, advertisement of rates prior to start of season through means of radio and/or social media outlets.
 - Management of the facility shall include, but not limited to, staffing the facility with adequate staff to offer proper services associated with launching, janitorial duties, cleaning and maintenance.
 - Again, provide adequate staff for the bookkeeping services of the facility, as the operator is responsible for collecting all fees generated.

- The rate structure and terms for dockage shall be mutually agreed upon between the Operator and the City.
- It is imperative that the operator keep all grounds free of litter and goose droppings, especially around the water, as the bay/lake are our greatest asset and we need to do our part in keeping it clean.
- Maintenance of the office and restroom facility is imperative as these are both considered public spaces, and shall be kept up with.
 - Maintenance of the restroom facility shall consist of, but not limited to, keeping all paper products fully stocked and a daily cleaning schedule.
- Maintain all planted and landscaped areas free of weeds, planting of new plants (which with coordination with the City's greenhouse may be supplied by the City with the available stock).
- Keep the bike-path clear of any obstructions and clear for use by the public.
- Keep the parking lot and dumpster enclosure clear of any debris and litter. This may consist of occasionally pressure washing the grounds to keep them clean of any staining liquids or oils.
- Operation of the store facility shall consist of, but not limited to, sale of bait and tackle, pre-packaged concession items, non-alcoholic beverage and ice. The sale of tobacco products are prohibited.
 - Please note, it is the responsibility of the operator to obtain any necessary permits for the sales of such items listed above as necessary. (ODNR – requires a Bait Dealer Permit)
- Develop regular business hours, that shall be approved by the City prior to the start of operation and clearly posted on the facility.
- Operate during scheduled fishing tournaments and work with the City of Sandusky Recreation Superintendent to satisfy the requirements of hosting the tournaments.

D. Public Access

The public shall have full and complete access to all portions of the premises with the exception of inside the office space, which the operator may house staff and equipment used for operation.

However, it should be clear that there shall not be any boat storage in the parking lot area. Any oversized vehicles or boat trailers shall use the Shelby Street Overflow Parking Lot next to the Shelby Street Boat Launch Facility.

E. Liability and Insurance

Successful respondent shall be required to supply and keep in force during the contract period:

- Comprehensive public liability insurance against any liability for injury or death to persons and/or damage to property occurring in, on or about the premises in the

amount of \$1,000,000.00 (combined single limit bodily injury and property damage). Policy shall list the City of Sandusky as an insured.

- Successful respondent shall hold the City of Sandusky harmless against damage done to the equipment, premises, or any municipal facilities due to the operation of the facility or acts of operator's agents or employees.
- The building at the Shelby Street Boat Launch facility shall be insured against loss or damage done by fires, casualty and all available extended coverage or other hazards and similar insurance in a sum not less than the full current insurable replacement cost of the facility.

F. Background Check

Successful respondent may be required to execute the proper authorization allowing the City to perform a complete criminal background check and credit history. This requirement shall be at the sole discretion of the City. At a minimum, the Respondent shall submit a list of five (5) references that can be checked.

G. Billing

The operator shall pay for all agreed upon fees for the leased premises and utilities fees in advance of the operation year.

EXHIBIT "1"

SECTION V. MAP OF AREA



SECTION VI. PROPOSAL SUBMITTAL AND FORMAT

The Proposals shall be submitted in hard copy. Electronic copies via e-mail or on disk, and in Adobe Acrobat (*.PDF) format) may also accompany, but may not substitute for, the hard copy.

Proposer/Contractor bears total responsibility for ensuring their proposal is complete and arrives on time.

Proposals received by Fax will not be considered.

Proposer/Contractor shall comply with each and every requirement of this RFP to be considered responsive.

All original signatures shall be in BLUE OR BLACK ink. If space provided is insufficient for response, attach additional sheets to the forms, clearly referencing such sheets back to specific points addressed in the forms.

The contents of the Proposals shall not be altered or embellished by any Proposer/Contractor as the same bears on the submission of a full, complete, and responsive Proposal. The City may amend and correct the RFP before Proposals are due.

All Proposals are to be full and complete and reflect the specifications set forth in this RFP, as amended and corrected by the City, and shall include all required plans, programs and policies.

The City reserves the right to reject any or all Proposals, to waive informalities, or to accept any Proposal that is deemed most favorable to the City. The City reserves the right to extend the due date of the RFP should it become in the best interest of the City to do so.

The City reserves the right to reject any Proposal that exceeds the City's ability to fund the project. ***Unit costs are expected to be as low as possible and practical, and to reasonably reflect operating conditions in this part of Ohio.***

Sealed proposals may be withdrawn prior to the opening of the proposals in person by a Proposer/Contractor or his/her authorized representative, by signing a receipt for the proposal.

After the opening of proposals, a Proposer/Contractor may withdraw his/her proposal from consideration in accordance with Ohio Revised Code Section 9.31 if the price bid was substantially lower than other proposals, providing the proposal was submitted in good faith, and was due to a clerical mistake as opposed to a judgment mistake. Notice of a claim of right to withdraw proposal shall be made in writing and filed with the Department of Public Works within two (2) business days after the date of the opening of the proposals.

Sealed Proposals shall be opened publicly at 1:30pm on Friday, October 8, 2021, in the Commission Chambers located at City Hall, 240 Columbus Ave, Sandusky, OH 44870.

The contract shall be awarded on the basis of lowest and best proposal as defined by Ohio Revised Code Section 721.15(B) that conforms to the specifications of this Request for Proposals.

The RFP and all proposals, documents and other information, unless confidential, proprietary or a trade secret, concerning the RFP process shall be open to public inspection upon award of a contract. Any requests by Proposer/Contractor for nondisclosure of confidential or proprietary information or trade secrets or assertions by Proposer/Contractor that information in its proposal, or the entire proposal, is confidential, proprietary or a trade secret shall be examined by the City to determine the validity of the request or assertion. Proposer/Contractor requests or assertions shall be in writing. If the parties do not agree, the Proposer/Contractor shall be informed in writing by the City regarding what portions of the proposal shall be disclosed. Proposer/Contractor may withdraw its proposal at any time prior to award of a contract.

Questions, Changes, and Clarifications

To facilitate the clarification of requirements, Proposer/Contractors are requested to submit questions in writing no later than Monday, October 4, 2021 at 8:00 a.m. (EST), to: Jason Werling at jwerling@ci.sandusky.oh.us.

If it becomes evident that the Request for Proposals must be amended, the City of Sandusky will issue a formal written amendment to all known prospective Proposer/Contractors.

The Request for Proposals, as amended and corrected, and the Proposals with incident and accompanying Proposals, as amended and corrected, shall constitute the entire agreement between the City and the successful Proposer. There shall be no verbal agreements.

Entire agreement: By submitting a Proposal, the Proposer/Contractor acknowledges that it has read the RFP, understands it, and agrees to be bound by its requirements, terms and conditions.

The City will work with the Proposer/Contractor to develop a simple, mutually-agreeable contract compatible with this RFP. The Proposer/Contractor further agrees that the final contract entered into between the parties shall be, as outlined in this RFP, the complete and exclusive statement of the agreement between the parties and that it shall supersede all Proposals, oral or written, and all other communication between the parties in relation to the subject matter of the contract. The contract may be modified only in writing, signed by the Proposer/Contractor and City. The City reserves the right to disqualify any Proposals that take exception to or limit the rights of the City under the requirements, terms, and conditions of this RFP. Furthermore, by providing the City with a Proposal based on this

RFP, the Proposer/Contractor expressly warrants that the Proposer shall fulfill the requirements of this RFP.

The RFP, as amended and corrected, and the Proposal, as amended and corrected, shall constitute the entire agreement between the City and the successful Proposer/Contractor. There shall be no verbal agreements.

The intent of the RFP and the contract stemming therefrom is to include all items necessary for the proper execution and completion of the work by the successful Proposer/Contractor. The entire RFP and the contract stemming therefrom are complementary, and what is required by one shall be as binding as if required by all. Performance by the successful Proposer/Contractor shall be required only to the extent consistent with the RFP and the contract stemming therefrom and those obligations and requirements that may be reasonably inferred from them all as being necessary to produce the intended results.

If a simple, mutually agreeable contract cannot be developed, the City will work with the second ranked Proposer/Contractor to develop a contract.

Legal authority: Each Proposer/Contractor represents that it possesses the legal authority to enter into a contract with the City. The Proposer/Contractor shall certify that pursuant to Ohio Revised Code Section 9.24, no unresolved finding for recovery issued by the auditor of state is pending against it.

VII. EVALUATION OF PROPOSALS

A selection committee will review and analyze each response. The Service Proposals will be opened first on October 8, 2021, and analyzed October 8 – 22, 2021.

A description of the evaluation criteria is below, and explains the basis for rating each Proposal. The Proposals shall be evaluated on a technical basis prior to being evaluated on a cost basis. The most technically qualified Proposer/Contractors shall be evaluated on a cost basis, with a decision on successful Proposer/Contractor being made.

The committee shall select no more than three Proposer/Contractors to demonstrate their products if the City deems necessary for demonstrations. Interviews and/or negotiations may be conducted with the top three Proposer/Contractors which meet the minimum requirements, and have the highest evaluation score. If demonstrations are requested, the City shall award a contract to the responsible Proposer/Contractor whose proposal is most advantageous with price and other factors considered. In determining which proposal is most advantageous, the City shall award to the Proposer/Contractor whose proposal offers the greatest business value to the City of Sandusky based upon an analysis of a tradeoff of qualitative technical factors and price/cost to derive which proposal represents the “best value” to the City of Sandusky.

Evaluation Procedures:

(A) The Contract will be awarded to the lowest and best Proposer/Contractor as determined in the discretion of the City or all proposals will be rejected in accordance with the following procedures:

1. In determining which Proposer/Contractor is the lowest, the City shall consider the Base Proposal and any Alternate or Alternates which the City determines to accept. Substitutions shall not be considered.
2. The total of the proposals for the accepted Alternate(s) shall be added to or deducted from the Base Bid, as applicable, for the purpose of determining the lowest Proposer/Contractor.

(B) A Proposer/Contractor for a Contract shall be considered responsive if the Proposer/Contractor's proposal to the Contract Documents in all material respects and contains no irregularities or deviations from the Contract Documents which would affect the amount of the proposal or otherwise give the Proposer/Contractor a competitive advantage.

1. A Proposer/Contractor may be required to furnish samples and a complete statement of the origin, composition and manufacture of any or all materials to be used for the Work. A Proposer/Contractor may be rejected as nonresponsive for failure to provide requested samples or if samples fail to demonstrate that materials are of sufficient quality or fitness for the Work.

2. If the lowest Proposer/Contractor is not responsive, such Proposer/Contractor shall be notified in writing by certified mail of the finding and the reasons for the finding.

(C) In determining whether a Proposer/Contractor is best, factors to be considered will or may include, without limitation:

1. Preferences required by law, where applicable;
2. The financial condition of the Proposer/Contractor;
3. Compliance by the Proposer/Contractor and related Persons with ethics laws;
4. The facilities of the Proposer/Contractor;
5. The experience of the Proposer/Contractor;
6. The conduct and performance of the Proposer/Contractor on previous contracts, which shall include, without limitation, compliance with prevailing wage laws and equal opportunity requirements;
7. The management skills of the Proposer/Contractor;
8. The ability of the Proposer/Contractor to execute the Contract properly;
9. The evaluation of a proposal below the median of other bids.
10. Any additional information requested at the time of submittal Proposals

Written notice of a contract award shall be provided to all Proposers and shall be made available to the public.

EXHIBIT "1"

(D) The review committee shall obtain from the lowest and best Proposer/Contractor any information the Authorized Representative deems appropriate to the consideration of factors showing that such Proposer/Contractor's proposal is best, including without limitation the following:

1. Overall experience of the Proposer/Contractor, including number of years in business under present and former business names;
2. Brief listing of ongoing and completed public and private service contracts of the Proposer/Contractor in the last three years, including the nature, status and value of each contract and a name, address, and phone number for a representative of the owner of each related project;
3. Complete list of all Subcontractors and Material Suppliers;
4. Current Ohio Workers' Compensation Certificate;

(E) If the lowest responsive Proposer/Contractor is best, the Contract shall be awarded to such Proposer/Contractor unless all bids are rejected.

(F) If the lowest responsive Proposer/Contractor is not best, and all proposals are not rejected, the City shall follow the procedures set forth in subparagraphs (C) above, with each next lowest responsive Proposer/Contractor until the Contract is awarded, all

proposals are rejected or all responsive Proposer/Contractors are determined to be not best.

(G) The review committee may obtain the information described in subparagraph (D) from several Proposer/Contractors simultaneously, but shall review each Proposer/Contractor's information separately and not comparatively.

(H) Each Proposer/Contractor shall provide requested information within such time limits as the review committee shall establish.

Rejection of Proposal:

The City reserves the right to reject any and all proposals where the Proposer/Contractor takes exception to the terms and conditions of the RFP or fails to meet the terms and conditions, including but not limited to, standards, specifications, and requirements as specified in the RFP.

The City reserves the right to reject in whole or in part, any and all proposals where the City, taking into consideration factors including but not limited to, price and the results of the evaluation process, has determined that award of a contract would not be in the best interest of the City.

The RFP may be canceled and/or reissued by the City, in whole or in part, when:

1. The supplies and/or services offered are not in compliance with the requirements, specifications, and terms and conditions set forth in the RFP; or
2. Pricing offered is considered to be excessive in comparison with existing market conditions or exceeds the available funds of the City; or
3. It is determined that award of a contract would not be in the best interests of the City.

Written notice of a contract award shall be provided to all Proposers/Contractors and shall be made available to the public.

EVALUATION CRITERIA
Operation of the Shelby Street Boat Launch Facility

Evaluation Factors	Max. Points	Score
Exhibits Past Experience with Operation of Similar Facilities	40	_____
Availability and ability to to keep facility operating and staffed throughout season	30	_____
Proposal & Qualifications (Proposal is organized and responsive to all areas contained in the RFP, Qualifications per section VIII)	30	_____

TOTAL	100	_____
Total Possible Points	100	_____

SECTION VIII. QUALIFICATIONS OF PROPOSER

Proposer/Contractor may be private for-profit corporations, private non-profit corporations, or public bodies. A Proposer/Contractor may be one entity or a group of entities operating as a joint venture or in other appropriate legal form.

Proposer/Contractors shall also discuss their understanding of and ability to:

- a) Establish and maintain an excellent working relationship with the City;
- b) Meet the needs of the City of Sandusky;
- c) Operate efficiently and knowledgeably in the City of Sandusky, Ohio, and service areas, as the service required by the contract necessitates.

The Proposer/Contractors shall demonstrate that their business or organization is financially stable and well managed, and fiscally and technically capable of providing service to the City of Sandusky.

Proposer/Contractors shall state if the organization has ever defaulted on a contract and if there are any legal actions currently against them or anticipated to be against them.

Proposer/Contractors shall state the recent history (within the last three years) of service provided to other similar agencies or large businesses.

Proposer/Contractors shall describe the qualifications of their organization, including proposed project staffing, experience with similar projects, reference contacts, and all brief listing of their top (5) clients over the past three years.

Each Proposer/Contractor shall provide a resume/work history of key personnel who it is anticipated shall be assigned to the City of Sandusky Portable Restroom and Service.

Each Proposer/Contractor shall submit a list of references (roughly three or more).

Sandusky Bait Co.
Shelby St Boat Ramp
101 Shelby St
Sandusky OH
419-366-3927
Sanduskybait@gmail.com

Sandusky Boat Ramp Facility Lease Proposal

We have been running Sandusky Bait at Sandusky Public Boat Ramp since August 2019. We have become a go to place for local fishermen and women. They not only come for bait, but input on the local fishing bite as well as things to do, visit and where to stay in Sandusky.

We implemented a Kid's Fishing Derby. We hosted the 3rd Annual Fall into Fishing Kids Derby on September 12, 2021. Local Business and community support was great with donations of food and door prizes. Our local ODNR officers gave a demonstration of life jacket use and safety tips. The kids have a blast and it is a free event for the kids. We want people to start and continue their love for the lake, fishing and the Sandusky area. We have been involved with community interests. We have donated money and goods to multiple fundraising efforts in the area.

We propose to lease the facilities for three (3) full calendar years from January to December, with option for renewal. This would enable us to plan farther into the future. We propose to continue to pay a lease amount of One Hundred Dollars (\$100) per month during the operation season of April 1 through September 30. Fifty Dollars (\$50) per month during the off season of October 1 through March 31.

Business Hours: We propose summer season hours 6 a.m to 6 p.m seven (7) days per week, Memorial Day through Labor Day. Early spring and after Labor day adjust hours to 7:00 a.m to 5:00 pm as daylight hours are shorter. Noting that if there is a fishing tournament we would adjust the hours to accommodate the anglers for that event. There are weather events that support closing the shop during inclement weather. We would post the closing on Social Media along with signs on the door.

Proposer will provide and maintain public liability insurance, fire and casualty insurance for the premises and will comply with coverages at the requested limits and coverage requirements.

Proposer agrees to maintain adequate staffing during store operating hours and will be present during fishing tournaments. There will be adequate staffing for janitorial needs of the public restroom and public areas of the shop and grounds.

We have not charged a fee for the ramp since opening and would keep it as a free. Free launch welcomes more boaters to the area which is a plus for the Bait Shop as well as the City of Sandusky.

Sandusky Bait Company is licensed by the State of Ohio to sell hunting and fishing licenses which is a convenience to our customers both local and out of State visitors. We offer many needed items for boaters ranging from boat safety items. Included in our offerings are boat plugs, flares, whistles, distress flags and oil, to last minute needs such as snacks, drinks, sunglasses and pain relievers as well as live bait.

If successful in the bid for lease We agree to execute authorization for background check with references.

We look forward to a mutually beneficial relationship between Sandusky Bait Company and the City of Sandusky.

EXHIBIT "1"



DIVISION OF WILDLIFE

Division of Wildlife Management
14100 Woodland Drive, Suite 100
Cincinnati, Ohio 45244-2099
(513) 763-1234

Chief: Kendra S. Wecker

Bait Dealer

License Number: BD210369

Effective Date: 06/11/2021

Expiration Date: 12/31/2021

Permit Holder:

STEPHEN HAMMER JR
16111 E WATER ST
FLAT ROCK, OH 44828

SANDUSKY BAIT CO
101 SHELBY ST
SANDUSKY, OH 44870
COUNTY: ERIE

The holder of this permit may conduct the activities provided for in 1533.40 of the Ohio Revised Code & 1501:31-13-04 of the Ohio Administrative Code. Any individual or bait dealer may take minnows, crayfish, hellgrammites, and other larval aquatic insects, suckers not exceeding ten inches in length, skipjack herring, smelt, brook silversides, brook sticklebacks, gizzard shad, trout perch, sculpins, darters, top minnows and mud minnows from any waters in the state of Ohio at any time and in any number except as prohibited by the chief.

It shall be unlawful for a bait dealer to possess minnows, bait fish, crayfish and hellgrammites at any place, except at the address listed on his application for a bait dealer's permit, without having each receptacle containing minnows, crayfish, and hellgrammites marked with his name, address and license number in letters and numerals at least one-half inch high in the English language. It is unlawful for any person to sell as bait fish, or use as bait any fish or minnow not already established in waters of the state of Ohio. Provided further, it is unlawful for any person to release any fish or aquatic insect into waters of the state, from which it did not originate, without first obtaining permission from the chief of the division of wildlife.

Each permit holder shall keep accurate daily records of all transactions with other bait dealers from with or without the state for a period of two years. Such records shall be for all sales or purchases of minnows, crayfish, hellgrammites and other larval aquatic insects and shall include:

1. The type of bait bought or sold,
2. The amount of bait in gallons, numbers or pounds,
3. The date of sale or purchase, and
4. The name and address of the buyer and seller.

These sale and purchase records shall be open for inspection by any wildlife officer at all reasonable hours. Such officers may enter into and inspect any premises including any box, package or receptacle where minnows, bait fish, crayfish, and hellgrammites are bought, sold or held.

Organization History

Has Respondent, or any officer or partner of respondent, failed to complete a contract?

Yes _____ No ☒

If yes, give details on separate sheet.

Is any litigation pending against Respondent or any officer or partner of Respondent's organization? Yes _____ No ☒. If yes, give details on separate sheet.

Experience History

List three similar contracts which the Respondent Organization has provided service under. Indicate current or recent, along with a contact person and phone number. If no, so state. Attach extra page(s) if necessary.

Municipality

Current or Recent

Contact Person/Phone No.

W.L. Baumbler
1270 Colorado Ave
Lorain, Ohio
44052

Current

Bill
800-301-2501 x 358

F. J. Neil
1064-N. 109
Lindenhurst, Ny
11757

Current

Jeff Moritello
631-957-1073

N.A.S. Inc
8682 Bayshore Rd
Marblehead, Ohio
43440

Current

Chris Overmayer
419-636-4921

St Clair Bait
9055 W. State Rt #2
Oak Harbor, Ohio
43449

Current

Phil
419-307-0402

EXHIBIT "D"

Concession Categories

1. Live Bait
2. Prepackaged food items
3. Tackle
4. Convenience items
 - a. Boat Drain Plugs
 - b. Oil and engine fluids
 - c. Aspirin, headache aids
 - d. Dramamine, etc.
5. Beverages
 - a. Coffee and tea
 - b. Energy Drinks
 - c. Soda
 - d. Water
6. Fishing Services
 - a. Fish Cleaning: any fish cleaning incidental services will require off-site disposal of remains.
 - b. Incidental small engine repair

EXHIBIT "E"

Scheduled Fishing Tournaments
(to be attached once finalized)

EXHIBIT "1"



CITY OF SANDUSKY POLICE DEPARTMENT

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

TO: Eric Wobser, City Manager
FROM: Jared Oliver, Police Chief
Stuart Hamilton, IT Manager
DATE: December 1st, 2021
RE: Commission Agenda Item

ITEM FOR CONSIDERATION: Requesting legislation authorizing the City Manager to enter into a five-year agreement for support, maintenance, online storage, and equipment replacement with Axon Enterprise, Inc., 17800 N 85th St., Scottsdale Arizona, 85255, for the period April 1st, 2022, through March 31st 2027 in the amount not to exceed \$241,470, paid yearly in the amount of \$48,294 as described in the quote.

BACKGROUND INFORMATION: In 2019 the Police Department migrated to a new body worn camera provider and signed a three-year contract at that time. Axon provided us with 48 bodycams, all accessories and our online video storage and management system.

The use of Body Worn Cameras (BWCs) has become a critical tool in safeguarding the actions and rights of citizens and police officers throughout the country. The BWC's are designed to be worn on the officer's uniform and to capture video and audio events as interactions between police officers and the citizens are taking place. The purpose of the BWC is to document statements and events during the course of an incident. To enhance the law enforcement operator's ability to document and review statements and actions for both internal reporting requirements and for courtroom preparation/presentation. Officers shall have access to view and utilize the recordings from their BWC for training purposes and to further investigate their cases. To preserve visual and audio information for use in current and future investigations. To provide an impartial measurement for self-critique and field evaluation during officer training. To enhance the public trust by preserving factual representations of officer-citizen interactions in the form of video and audio recordings.

Proposed Solution

Axon is our current vendor for our Body Worn Cameras, Tasers and soon to be in-car systems. We were running three disparate systems to manage our digital evidence which is extremely time consuming and makes it difficult to manage simple tasks like providing public records requests or delivering evidence to public defenders etc. By selecting Axon as our preferred sole digital evidence vendor, we can realize a single digital evidence management system and a single pane of glass to view incidents and cases, while sharing this information seamlessly online. Additional benefits of having a single vendor approach are all of our devices can now be synced and centrally activated, from body worn cameras, to cruiser and additional accessories. All interactions will be time stamped and synced across the digital evidence platform.

The option that we have selected is a five-year contract that will not only give us stability in hardware and support but will also supply the department with a BWC replacement program every 30 months. By signing for five years, we were able to realize a deep savings of \$101,446.80.

These products and services for the body worn cameras are available from Axon Enterprise, Inc., of Scottsdale, Arizona, through the City's membership with Sourcewell Cooperative Purchasing Program (Member ID 68351) that have been competitively bid.

BUDGETARY INFORMATION: The total cost of the agreement will be paid through the police department's operating budget accordance with the pay schedule (in the table below) in an amount not to exceed \$241,470.

Year 1	Year 2	Year 3	Year 4	Year 5	Total
\$48,294	\$48,294	\$48,294	\$48,294	\$48,294	\$241,470

ACTION REQUESTED: It is requested that the proper legislation be prepared authorizing the City Manager to enter into a five-year agreement (per the payment table above) for support, maintenance, online storage, and equipment replacement program with Axon Enterprise, Inc., 17800 N 85th St., Scottsdale Arizona, 85255. It is further requested that this be passed in accordance with Section 14 of the City Charter to execute the agreement so the upgraded and enhanced equipment can be ordered and available to the officers to begin using on April 1, 2022.

Approved:

I concur with this recommendation:

Jared Oliver, Police Chief

Eric Wobser, City Manager

Stuart Hamilton, IT Manager

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



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-357498-44531.826RE

Issued: 12/01/2021



Quote Expiration: 12/29/2021

EST Contract Start Date: 04/01/2022

Account Number: 113243

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Business;Delivery;Invoice-222 Meigs St 222 Meigs St Sandusky, OH 44870-2835 USA	Sandusky Police Department - OH 222 Meigs St Sandusky, OH 44870-2835 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Raleigh Edwards Phone: Email: redwards@axon.com Fax:	Phone: 419-627-5869 Email: Fax: (419) 627-5862

Program Length	60 Months
TOTAL COST	\$241,470.00
ESTIMATED TOTAL W/ TAX	\$241,470.00

Bundle Savings	\$54,439.80
Additional Savings	\$47,007.00
TOTAL SAVINGS	\$101,446.80

PAYMENT PLAN		
PLAN NAME	INVOICE DATE	AMOUNT DUE
Year 1	Mar, 2022	\$48,294.00
Year 2	Mar, 2023	\$48,294.00
Year 3	Mar, 2024	\$48,294.00
Year 4	Mar, 2025	\$48,294.00
Year 5	Mar, 2026	\$48,294.00

Quote Details

Bundle Summary

Item	Description	QTY
BasicLicense	Basic License Bundle	45
ProLicense	Pro License Bundle	4
AB3C	AB3 Camera Bundle	48
AB3MBD	AB3 Multi Bay Dock Bundle	9
BWCamTAP	Body Worn Camera TAP Bundle	48
BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	9

Bundle: Basic License Bundle Quantity: 45 Start: 4/1/2022 End: 3/31/2027 Total: 40500 USD

Category	Item	Description	QTY	List Unit Price	Net Unit Price	Total(USD)
E.com License	73840	EVIDENCE.COM BASIC LICENSE	45	\$15.00	\$15.00	\$40,500.00
A La Carte Storage	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	45	\$0.00	\$0.00	\$0.00

Bundle: AB3 Camera Bundle Quantity: 48 Start: 4/1/2022 End: 3/31/2027 Total: 0 USD

Category	Item	Description	QTY	List Unit Price	Net Unit Price	Total(USD)
Camera	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	48	\$699.00	\$0.00	\$0.00
Spare Camera	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	1	\$0.00	\$0.00	\$0.00
Camera Mount	74028	WING CLIP MOUNT, AXON RAPIDLOCK	53	\$0.00	\$0.00	\$0.00
USB	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	53	\$0.00	\$0.00	\$0.00

Bundle: AB3 Multi Bay Dock Bundle Quantity: 9 Start: 4/1/2022 End: 3/31/2027 Total: 0 USD

Category	Item	Description	QTY	List Unit Price	Net Unit Price	Total(USD)
Dock	74210	AXON BODY 3 - 8 BAY DOCK	9	\$1,495.00	\$0.00	\$0.00
Power Cord	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	9	\$0.00	\$0.00	\$0.00

Bundle: Pro License Bundle Quantity: 4 Start: 4/1/2022 End: 3/31/2027 Total: 9360 USD

Category	Item	Description	QTY	List Unit Price	Net Unit Price	Total(USD)
E.com License	73746	PROFESSIONAL EVIDENCE.COM LICENSE (Formerly SKU 73746)	4	\$39.00	\$39.00	\$9,360.00
A La Carte Storage	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	12	\$0.00	\$0.00	\$0.00

Bundle: Body Worn Camera TAP Bundle Quantity: 48 Start: 4/1/2022 End: 3/31/2027 Total: 80640 USD						
Category	Item	Description	QTY	List Unit Price	Net Unit Price	Total(USD)
Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	48	\$11.67	\$8.55	\$24,635.58
Camera Refresh 1 with Spares	73309	AXON CAMERA REFRESH ONE	49	\$755.00	\$553.41	\$27,117.05
Camera Refresh 2 with Spares	73310	AXON CAMERA REFRESH TWO	49	\$790.00	\$579.06	\$28,374.13
Spare Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	1	\$11.67	\$8.55	\$513.24

Bundle: Body Worn Camera Multi-Bay Dock TAP Bundle Quantity: 9 Start: 4/1/2022 End: 3/31/2027 Total: 15930 USD						
Category	Item	Description	QTY	List Unit Price	Net Unit Price	Total(USD)
Dock Warranty	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	9	\$21.00	\$8.16	\$4,406.54
Multi-Bay Dock Refresh 1	73689	MULTI-BAY BWC DOCK 1ST REFRESH	9	\$1,610.00	\$625.62	\$5,630.58
Multi-Bay Dock Refresh 2	73688	MULTI-BAY BWC DOCK 2ND REFRESH	9	\$1,685.00	\$654.76	\$5,892.88

INDIVIDUAL ITEMS						
Category	Item	Description	QTY	List Unit Price	Net Unit Price	Total(USD)
Other	73682	AUTO TAGGING LICENSE	48	\$9.00	\$9.00	\$25,920.00
Other	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	48	\$24.00	\$24.00	\$69,120.00
Total:						\$95,040.00

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract Sourcwell Contract #010720-AXN is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

12/1/2021

CERTIFICATE OF FUNDS

In the Matter of: Axon Enterprise, Inc- 5 Year agreement

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

Account # 110-1010-53000

By: _____



Michelle Reeder

Finance Director

Dated: 12/8/2021

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A FIVE (5) YEAR AGREEMENT WITH AXON ENTERPRISE, INC. OF SCOTTSDALE, ARIZONA, FOR THE SUPPORT, MAINTENANCE, ONLINE STORAGE, AND EQUIPMENT REPLACEMENT PROGRAM FOR THE AXON BODY WORN CAMERAS FOR THE SANDUSKY POLICE DEPARTMENT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the use of Body Worn Cameras (BWC) has become a critical tool in safe guarding the actions and rights of citizens and police officers throughout the Country and provides an impartial measurement for self-critique and field evaluation during officer training and enhances the public trust by preserving factual representations of officer-citizen interactions in the form of video and audio recordings; and

WHEREAS, the City Commission approved a three (3) year agreement for new Body Worn Cameras, including software, hardware and accessories from Axon Enterprise, Inc. of Scottsdale, Arizona, for the Sandusky Police Department by Ordinance No. 015, passed on January 28, 2019, and this agreement expires on March 31, 2022; and

WHEREAS, the City desires to enter into another agreement with Axon Enterprise, Inc., for the support, maintenance, online storage, and equipment replacement program for body worn cameras a five (5) year period beginning April 1, 2022, through March 31, 2027; and

WHEREAS, these products and services for the body worn cameras are available from Axon Enterprise, Inc., of Scottsdale, Arizona, through the City's membership with Sourcewell Cooperative Purchasing Program (Member ID 68351); and

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

WHEREAS, the cost for the support, maintenance online storage, and equipment program for the axon body worn cameras is \$48,294.00 annually for a five (5) year period for a total cost of \$241,470.00 and will be paid with funds from the Police Department' operating budget beginning in 2022; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to execute the agreement so the upgraded and enhanced equipment can be ordered and available to the officers on the commencing date of April 1, 2022; and

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

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

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

Section 1. The City Manager is authorized and directed to enter into a five (5) year agreement with Axon Enterprise, Inc. of Scottsdale, Arizona, for the support, maintenance, online storage, and equipment replacement program for the Axon body worn cameras for the Sandusky Police Department, at an amount not to exceed Forty Eight Thousand Two Hundred Ninety Four and 00/100 Dollars (\$48,294.00) annually for a total amount **not to exceed** Two Hundred Forty One Thousand Four Hundred Seventy and 00/100 Dollars (\$241,470.00).

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.

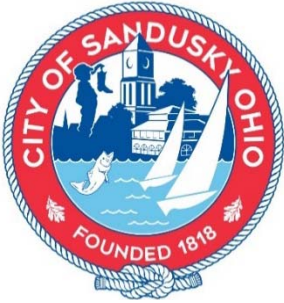
Section 3. This Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted 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: December 13, 2021



DEPARTMENT of COMMUNITY DEVELOPMENT

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

To: Eric Wobser, City Manager

From: Arin Blair, Chief Planner

Date: November 19, 2021

Subject: December 13, 2021 Agenda Item –Application for an amendment to the zoning map for parcel 57-68035.000 (1012 Columbus Avenue).

Item for Consideration: Application for an amendment to the zoning map for parcel 57-68035.000 from “R2F” – Two Family Residential to “RMF” – Residential Multi-Family.

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

Background Information: Kagland LLC, has applied for a rezoning of property from “R2F” – Two Family Residential to “RMF” – Residential Multi-Family. The subject property is adjacent to “LB” – Local Business to the north and west and “R2F” – Two Family Residential to the east and south. The applicant is proposing the rezoning of this land as they look to renovate the building into a three unit dwelling. Two Family Residential only allows up to 2 units per parcel. The building on this property is an old church building that is not being utilized.

At their regularly scheduled meeting, held on October 27, 2021, Planning Commission recommended approval of the rezoning.

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

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

Following the loss of a religious institution such as Firelands Grace Church, the proposed reuse of the property offers great opportunity to provide more housing options in this neighborhood of Sandusky. The applicant is proposing to rezone the property so that 3,500 sq. ft. can be used for long-term leases. The walkability to downtown and to Firelands Regional Medical Center makes the sight easily connected and desirable. The rezoning to "RMF" Residential Multi-Family is the minimum zoning change to permit the applicants proposed project. In staff's opinion, the RMF zoning will create a logical transition between the adjacent Local Business and Two Family Residential zoned properties on either side.

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

Action Requested: It is requested that City Commission approve the proposed amendment to the zoning map, rezoning parcel 57-68035.000 from Two Family Residential to Residential Multi-Family. It is requested that this ordinance take effect under Section 13 of the City Charter.

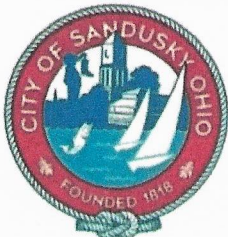
Arin Blair
Chief Planner

I concur with this recommendation:

Eric Wobser
City Manager

Jonathan Holody
Community Development Director

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



PLANNING COMMISSION

Application for Zoning Map Amendment

Department of Planning

240 Columbus Ave

Sandusky, Ohio 44870

419.627.5891

www.cityofsandusky.com

APPLICANT/AGENT INFORMATION:

Property Owner Name: Kagland L.L.C.

Property Owner Address: 2007 Cedar Point Road
Sandusky OH 44870

Property Owner Telephone: (419) 366-3222

Email: Bkasper@Hondak.com

Authorized Agent Name: Bryan Kasper

Authorized Agent Address: 2007 Cedar Point Road
Sandusky OH 44870

Authorized Agent Telephone: (419) 366-3222

Email: Bkasper@Hondak.com

LOCATION AND DESCRIPTION OF PROPERTY:

Municipal Street Address: 1012 Columbus Ave

Legal Description of Property (check property deed for description):

Parcel Number: 57-68035-000 Zoning District: R2F

DETAILED SITE INFORMATION:

Land Area of Property: 0.1991 acres (sq. ft. or acres)

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

Building #1: 3503 (in sq. ft.)

Building #2: _____

Building #3: _____

Additional: _____

Total Building Coverage (as % of lot area): 48%

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

1012 is currently R2F
and I would request it be RMF

Proposed Building Height (for any new construction): N/A

Number of Dwelling Units (if applicable): 3

Number of Off-Street Parking Spaces Provided: 6

Parking Area Coverage (including driveways): 3072 (in sq. ft.)

Landscaped Area: 500 (in sq. ft.)

Requested Zoning District Classification: RMF

APPLICATION AUTHORIZATION:

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

Bryan Kaspar
Signature of Owner or Agent

9/20/21
Date

PERMISSION TO ACT AS AUTHORIZED AGENT:

As owner of 1412 Columbus Ave. (municipal street address of property), I hereby authorize _____ to act on my behalf during the Planning Commission approval process.

Bryan Kaspar
Signature of Property Owner

9/20/21
Date

REQUIRED SUBMITTALS:

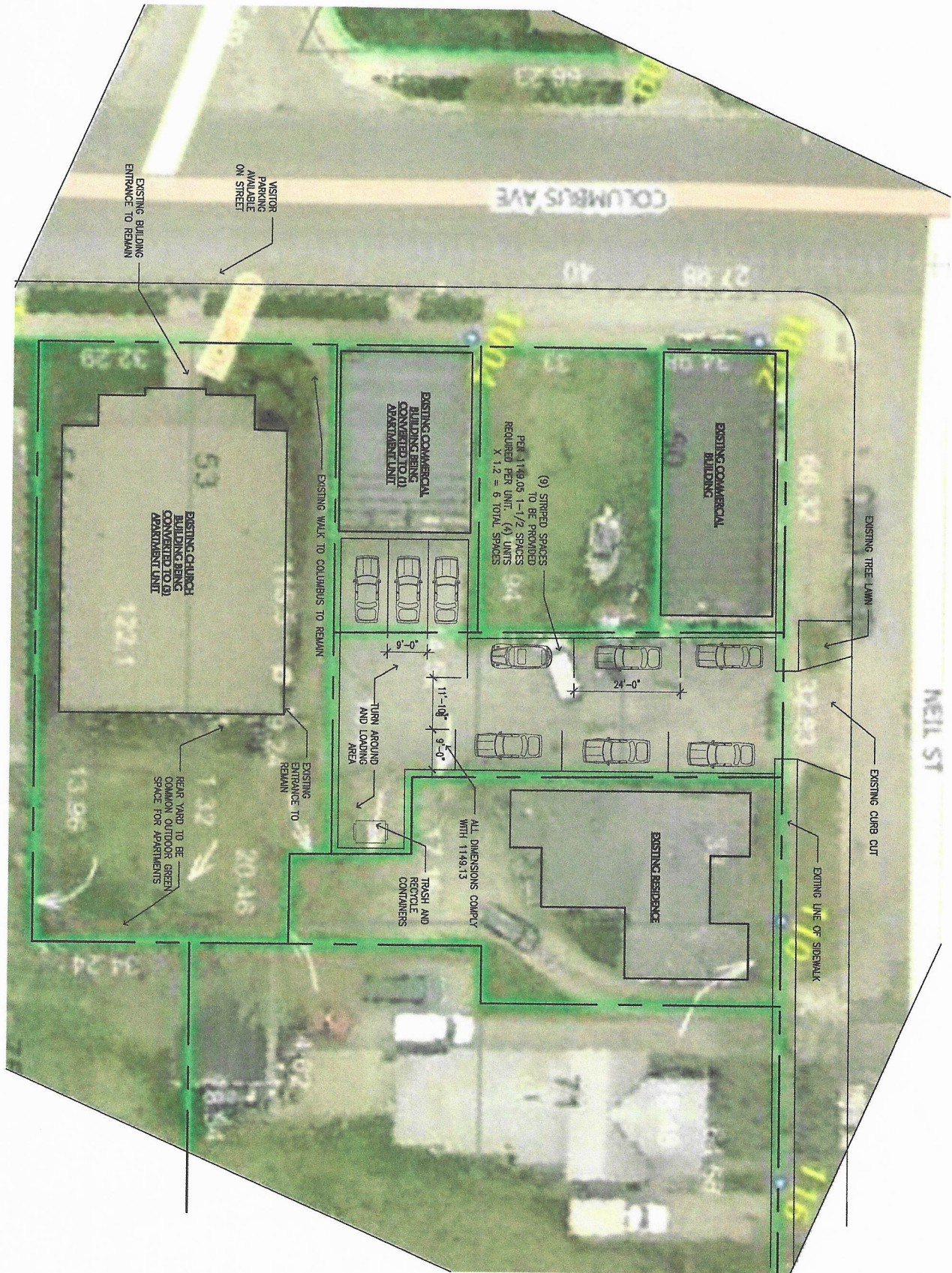
15 copies of a site plan/off-street parking plan for property
1 copy of the deed or legal description for property
\$300.00 application fee

STAFF USE ONLY:

Date Application Accepted: _____ Permit Number: _____

Date of Planning Commission Meeting: _____

Planning Commission File Number: _____



PAYTOArchitects

HUNDOK

COMMERCIAL CONVERSION TO APARTMENTS
1012 COLUMBUS AVE
SANDUSKY, OH 44870

PROJ. NO. 2021-27
DATE 09.20.21

SP101

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405 BRADLEY BUILDING 1220 WEST SIXTH STREET CLEVELAND, OHIO 44113

PHONE : (216) 241-6800

WWW.PAYTOARCHITECTS.COM

CITY OF SANDUSKY, OHIO
DEPARTMENT OF COMMUNITY DEVELOPMENT
PLANNING DIVISION

PLANNING COMMISSION REPORT

APPLICATION FOR A MAP AMENDMENT TO THE
ZONING MAP FOR 1012 COLUMBUS AVE.
(PARCELS 57-68035.000)

Reference Number: PRZ21-0004

Date of Report: October 13, 2021

Report Author: Alec Ochs, Assistant Planner



City of Sandusky, Ohio

Planning Commission Report

BACKGROUND INFORMATION

Kagland LLC, - Brian Kasper, has applied for a rezoning of property from “R2F” – Two Family Residential to “RMF” – Residential multi-family. The following information is relevant to this application:

Applicant / Owner: Kagland LLC, - Brian Kasper
2007 Cedar Point Rd.
Sandusky, OH 44870

Site Location: 1012 Columbus Ave.

Current Zoning: “R2F” Public Facilities

Surrounding Zoning: North- “LB” Local Business / Use: Residential
East- “R2F” Two Family Residential / Use: Residential
South- “R2F” Two Family Residential: Church
West- “LB” Local Business / Use: Residential

Existing Use: Vacant / Church

Proposed Zoning: “RMF” Residential Multi-Family

Applicable Plans & Regulations: City of Sandusky Bicentennial Comprehensive Plan
City of Sandusky Planning and Zoning Code Chapters:
1129 Residential Districts

SITE DESCRIPTION

The subject property is currently located within a “R2F” Two Family Residential District. The subject property is adjacent to “LB” Local Business zoned parcels on the north / west, and “R2F” Public Facilities located to the south / east.

Subject Parcels Outlined in Red:



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



Photo of site



PLANNING DEPARTMENT COMMENTS

This parcel is mostly adjacent to parcels zoned R2F to the east & south, and Local Business to the north & west. The applicant is proposing the rezoning of this land as they look to expand the building into a three dwelling unit. R2F only allows up to 2 units per parcel. It is an old church building that is not being utilized.

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

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

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

Following the loss of a religious institution such as Firelands Grace Church, the proposed reuse of the property offers great opportunity to provide more housing options in this neighborhood of Sandusky. The applicant is proposing to rezone the property so that 3,500 sq. ft. can be used for long-term leases. The walkability to downtown and to Firelands Regional Medical Center makes the site easily connected and desirable.

As of 2019, there had been 6,800 religious buildings sold in the United States over the previous five years.* This trend, is playing out at the local level with various religious buildings being up for sale recently, or currently.

Staff examined the City's Bicentennial Vision Comprehensive Plan as it relates to this area and we believe that this rezoning could offer great potential towards developing human capital, connectivity, and help shape Sandusky as a livable city.

The rezoning to "RMF" Residential Multi-Family is the minimum zoning change to permit the applicants proposed project. In staff's opinion, the RMF zoning will create a logical transition between the adjacent LB and R2F zoned properties on either side.

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

- (1) Whenever a general hardship prevails throughout a given district;
- (2) Whenever a change occurs in land use, transportation, or other sociological trends, either within or surrounding the community; and
- (3) Whenever extensive developments are proposed that do not comply but would be in the public interest.

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

ENGINEERING STAFF COMMENTS

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

BUILDING STAFF COMMENTS

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

POLICE DEPARTMENT COMMENTS

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

FIRE DEPARTMENT COMMENTS

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

CONCLUSION/RECOMMENDATION

In conclusion, staff recommends the approval of the proposed amendment to the Zoning Map for 1012 Columbus Ave. (Parcels 57-68035.000)



COMMUNITY DEVELOPMENT DEPARTMENT

Division of Planning
240 Columbus Ave
Sandusky, Ohio 44870
419.627.5891

November 1, 2021

At the October 27, 2021 Planning Commission meeting, the Planning Commission recommended approval to the City Commission for the proposed amendment to the zoning map for 1012 Columbus Avenue (parcel 57-02118.000). The application is to rezone the site from "R2F" Two-Family Residential to "RMF" Multi-Family Residential.

Dennis Murray
Planning Commission Chairman

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE OFFICIAL ZONE MAP OF THE CITY OF SANDUSKY TO REZONE PARCEL NO. 57-68035.000 LOCATED AT 1012 COLUMBUS AVENUE FROM "R2F" TWO-FAMILY RESIDENTIAL DISTRICT TO "RMF" MULTI-FAMILY RESIDENTIAL DISTRICT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE EFFECT UNDER SUSPENSION OF THE RULES AS CONTAINED IN AND IN ACCORDANCE WITH SECTION 13 OF THE CITY CHARTER.

WHEREAS, a request is being made on behalf of Kagland, LLC for an amendment to the Zone Map No. 96-01 as codified in Section 1121.03 of the Codified Ordinances of the City for Parcel No. 57-68035.000, located at 1012 Columbus Avenue from "R2F" Two-Family Residential District to "RMF" Multi-Family Residential District and as more fully described in Exhibit "A" which is attached to this Ordinance and specifically incorporated as if fully rewritten herein; and

WHEREAS, Bryan Kasper, on behalf of Kagland, LLC, has applied for a zoning amendment to allow for a three (3) dwelling unit on property containing an old church, which is currently zoned for up to two (2) units, in order to renovate for long term leasing; and

WHEREAS, this request was heard by the Planning Commission at their October 27, 2021, meeting resulting in the Planning Commission's recommendation to **approve** the requested Zone Map Amendment for Parcel No. 57-68035.000 located at 1012 Columbus Avenue; and

WHEREAS, a public hearing on the applicant's request was held by this City Commission at their December 13, 2021, regularly scheduled meeting; and

WHEREAS, this Ordinance should be passed under suspension of the rules in accordance with Section 13 of the City Charter approving the Amendment to the Zone Map 96-01 as Codified in Section 1121.03 of the Codified Ordinances to rezone Parcel No. 57-68035.000, located at 1012 Columbus Avenue from "R2F" Two-Family Residential District to "RMF" Multi-Family Residential District; and

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

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

Section 1. This City Commission approves the requested rezoning and the Zone Map 96-01, as codified in Section 1121.03 of the Codified Ordinances of the City, is hereby amended to effect the rezoning of Parcel No. 57-68035.000, located at 1012 Columbus Avenue from "R2F" Two-Family Residential District to

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

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

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

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

Section 5. That for the reasons set forth in the preamble hereto, this Ordinance shall take effect under suspension of the rules as contained in and in accordance with Section 13 of the City Charter after its adoption and due authentication by the President and the Clerk of The City Commission.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: December 13, 2021 (effective after 30 days)

EXHIBIT A

Order No.: 600210144

For APN/Parcel ID(s): 57-68035.000, 57-68034.000, 57-68036.000 and 57-00273.000

Situated in the City of Sandusky, County of Erie and State of Ohio:

PARCEL 1: Being Lots Fifty-three (53) and Fifty-four (54) Columbus Avenue in Cooke's Subdivision as recorded in Volume 1 of Plats, Page 36, Erie County Ohio Records.

ALSO Being the west 13.96 feet of the north 34.24 feet of Inlot Number Seventy-five (75) as per plat recorded in Volume 1 of Plats, Page 36, Erie County Ohio Records.

PARCEL 2: Being the west sixty-five and thirty-four hundredths (65.34) feet of Lot Number Fifty-two (52) on Columbus Avenue in Cooke's Subdivision as per plat recorded in Volume 1 of Plats, Page 36, Erie County Ohio Records.

PARCEL 3: Being the east thirty-two and eighty-three one-hundredths (32.83) feet of Lots Nos. Fifty (50) and Fifty-one (51) on Columbus Avenue and the east fifty (50) feet, except the east seventeen (17) feet of Lot Number Fifty-two (52) on Columbus Avenue.

Also the west seventeen one-hundredths (0.17) feet of the north five (5) rods of Lot No. One (1) on Neil Street.

The whole of said premises, Parcel 4, (all in Cooke's Subdivision) is more definitely described as follows: Commencing at a point in the northerly line of Lot No. Fifty (50) Columbus Avenue sixty-six and fifteen one-hundredths (66.15) feet east from the northwest corner of said Lot No. 50 Columbus Avenue; thence southerly parallel with the easterly line of Columbus Avenue, one hundred two and eleven one-hundredths (102.11) feet to the southerly line of Lot No. 52 on Columbus Avenue; thence easterly in said southerly line of Lot No. 52 Columbus Avenue, thirty-three (33) feet; thence northerly parallel with the easterly line of Columbus Avenue, one hundred two and eleven one-hundredths (102.11) feet to the southerly line of Neil Street; thence westerly in the southerly line of Neil Street, thirty-three (33) feet to the place of beginning, be the same more or less, but subject to all legal highways.

PARCEL 4: Known as being Lots Nos. 50 and 51 on Columbus Avenue in Cooke's Subdivision in the City of Sandusky, Erie County Ohio as per plat recorded in Volume 1 of Plats, Page 36, Erie County Ohio Records. EXCEPTING THEREFROM the easterly 32.83 feet thereof as conveyed to Edward A. Brentgartner by deed dated January 30, 1924 and recorded in Volume 21 of Deeds, Page 582, Erie County Ohio Records, and also EXCEPTING from said Lot No. 50, the northerly 27.98 feet of the westerly 66.32 feet thereof as conveyed to August H. Metz by deed dated May 17, 1941 and recorded in Volume 167 of Deeds, Page 568, Erie County Ohio Records.

County Auditor Property Map (subject property outlined in red)



EXHIBIT "B"



FINANCE DEPARTMENT

240 Columbus Avenue

Sandusky, Ohio 44870

419.627.5776

www.cityofsandusky.com

TO: Eric L. Wobser, City Manager
FROM: Michelle Reeder, Finance Director
DATE: November 29, 2021
RE: Commission Agenda Item

ITEM FOR CONSIDERATION:

A resolution authorizing the transfer of funds from the Capital Improvement Fund to the Capital Projects Fund.

Pursuant to ORC Section 5705.14, a resolution by the taxing authority is required authorizing any transfers of funds from funds other than the General Fund.

BUDGETARY INFORMATION:

The transfer amount of \$585,000 will be transferred from the Capital Improvement Fund to the Capital Project Fund. The 2021 budget was passed with an approved amount of up to \$585,000 allocated for this transfer.

ACTION REQUIRED:

It is requested that the City Commission approve the necessary legislation under suspension of the rules in accordance with Section 14 of the City Charter to complete the transfer before the end of the calendar year.

I concur with this recommendation:

Eric Wobser
City Manager

Michelle Reeder
Finance Director

CC: Brendan Heil, Law Director

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE TRANSFER OF FUNDS FROM THE CAPITAL IMPROVEMENT FUND TO THE CAPITAL PROJECTS FUND; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, pursuant to Ohio Revised Code Section 5705.14, the transfer of funds shall only be made by Resolution of the taxing authority, unless funds are being transferred from the General Fund; and

WHEREAS, approval is requested to transfer funds from the Capital Improvement Fund to the Capital Projects Fund in the amount of \$585,000.00; 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 complete the transfer of funds before the end of the 2021 calendar year; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the 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 **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 approves and authorizes the transfer of funds from the Capital Improvement Fund to the Capital Projects Fund in the amount of Five Hundred Eighty Five Thousand and 00/100 Dollars (\$585,000.00).

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: December 13, 2021



DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: December 1, 2021

Subject: **Commission Agenda Item – Uniform Rental & Cleaning Contract for 2/1/22 – 1/31/26**

ITEM FOR CONSIDERATION: Legislation to enter into a contract with Cintas Corporation of Sandusky, Ohio for the supply and cleaning of uniforms for a period of February 1, 2022 through January 31, 2026.

BACKGROUND INFORMATION: Solicitation for bids were issued throughout the month of November requesting vendors to submit pricing for the supply of uniforms and cleaning services for non-safety service divisions. Bids were accepted on Tuesday, November 30th with Cintas Corporation of Sandusky, Ohio being the only bidder, with the following price structure;

Contract Term Period	Per Person Weekly	Annual DNE
2/1/22 - 1/31/23	\$3.74	\$19,448.00
2/1/23 - 1/31/24	\$3.96	\$20,592.00
2/1/24 - 1/31/25	\$4.18	\$21,736.00
2/1/25 - 1/31/26	\$4.40	\$22,880.00

Based upon criteria in the bid documents and prior positive experience with Cintas Corporation, it has been determined that Cintas Corporation is the lowest and best bidder.

The uniforms being provided to staff consist of long and short sleeve shirts and choice of cargo or straight legged pants. Uniforms shall be laundered weekly by the vendor and replaced as needed due to wear and tear. All shirts come with a pocket and “City of Sandusky” colored emblem.

BUDGETARY INFORMATION: The total expenditure for the supply and cleaning of uniforms for a four year contract period shall not exceed \$84,656.00 (annual breakdown detailed above), based on the assumption all Divisions are fully staffed and receiving full uniform service. Funds expended for these services are allocated out of each respective Divisions annual operational and maintenance budgets.

ACTION REQUESTED: It is recommended that proper legislation be prepared to enter into a contract with Cintas Corporation of Sandusky, Ohio for the supply and cleaning of uniforms for a period starting February 1, 2022 and ending January 31, 2026, in an amount not to exceed \$84,656.00 for a four year period 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 ample time to execute contract prior to commencing date of February 1, 2022.

I concur with this recommendation:

Eric Wobser
City Manager

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

CERTIFICATE OF FUNDS

In the Matter of: CINTAS- Uniform and Cleaning Contract

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, 216, 612 & 613

By: 

Michelle Reeder

Finance Director

Dated: 12/8/2021

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A FOUR (4) YEAR CONTRACT WITH CINTAS CORPORATION OF SANDUSKY, OHIO, FOR THE SUPPLY AND SERVICE OF UNIFORMS FOR CITY PERSONNEL FOR THE PERIOD OF FEBRUARY 1, 2022, THROUGH JANUARY 31, 2026; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, in accordance with the current AFSCME labor agreement, the City is required to provide uniforms to certain employees; and

WHEREAS, upon public competitive bidding as required by law, one (1) appropriate bid was received and the bid from Cintas Corporation of Sandusky, Ohio, was determined to be the lowest and best bid; and

WHEREAS, Cintas Corporation is the current uniform supplier for AFSCME employees and their proposed bid for the period of February 1, 2022, through January 31, 2026, is summarized below and funds for the payment of this supply and service are routinely included in the operating budgets of the appropriate City departments; and

Contract Term Period	Per Person Weekly	Annual
2/1/22 - 1/31/23	\$3.74	\$19,448.00
2/1/23 - 1/31/24	\$3.96	\$20,592.00
2/1/24 - 1/31/25	\$4.18	\$21,736.00
2/1/25 - 1/31/26	\$4.40	\$22,880.00
		\$84,656.00

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to allow for contract execution in a timely manner and prior to the commencing date of February 1, 2022; and

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

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

Section 1. The City Manager is hereby authorized and directed to enter into a four (4) year contract with Cintas Corporation of Sandusky, Ohio, for the supply and service of uniforms for City personnel for at an amount not to exceed: \$19,448.00 for the period of February 1, 2022, through January 31, 2023; \$20,592.00 for the period of February 1, 2023, through January 31, 2024; \$21,736.00 for the period of

February 1, 2024, through January 31, 2025; and \$22,880.00 for the period of February 1, 2025, through January 31, 2026; for a total amount **not to exceed** Eighty Four Thousand Six Hundred Fifty Six and 00/100 Dollars (\$84,656.00), consistent with the bid submitted by Cintas Corporation of Sandusky, Ohio, currently on file in the office of the Director of Public Works.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: December 13, 2021



ADMINISTRATIVE SERVICES

240 Columbus Ave.
Sandusky, Ohio 44870

To: Eric Wobser, City Manager

From: Stuart Hamilton, I.T Manager

Date: November 30th, 2021

Subject: **Commission Agenda Item – Virtual Environment Refresh**

ITEM FOR CONSIDERATION: Requesting legislation authorizing the City Manager to purchase product and services from Computers at Work, Inc. d.b.a. vTECHio of Naples, FL, through the State of Ohio, Department of Administrative Services, Cooperative Purchasing Program to supply, install and configure a replacement virtual environment solution in the amount of \$133,804.41.

BACKGROUND INFORMATION: In 2017 the City of Sandusky moved our critical infrastructure from a physical environment to a virtual environment. This was a huge step forward at the time allowing us to be more flexible and more recovery resilient. This virtual environment now runs all our services within the city and does so on minimal hardware due to the virtualization technology and the flexibility it provides. The current system carried a three-year warranty on it which expired in early 2021. At that time to save money we opted to purchase a one-year warranty extension to get us through. This option worked well for us but should not be considered a long-term solution. Currently, replacing this hardware with a modern and supported solution is critical to ensure uninterrupted service.

This project will install a highly available and redundant virtual environment consisting of server hardware and a compatible storage array that has enough capacity to grow with our ever-increasing data requirements.

Equipment will be purchased from the Ohio State Contract # 534109.

BUDGETARY INFORMATION: The total cost of this virtual environment refresh will be \$133,804.41, with \$66,902.20 being paid by the I.T operating budget, \$33,451.11 by the Water Fund and \$33,451.10, by the Sewer Fund.

ACTION REQUESTED: It is recommended that the proper legislation be prepared authorizing the City Manager to purchase product and services from Computers at Work, Inc. d.b.a. vTECHio of Naples, FL, through the State of Ohio, Department of Administrative Services, Cooperative Purchasing Program to purchase the necessary equipment, install and configure a replacement virtual environment. It is requested that this legislation take effect in full accordance with Section 14 of the City Charter, to place the order as soon as possible as there is a long lead time on this system due to electronic shortages.

I concur with this recommendation:

Eric Wobser, City Manager

Stuart Hamilton, I.T Manager

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



2338 Immokalee Rd. #151
Naples, FL 34110
Phone: (239) 514-2888
Fax: (239) 236-2232
www.vTECHio.com

PROPOSAL

CAWQ22172-03

Nov 17, 2021

Prepared For:

City of Sandusky
Stuart Hamilton
240 Columbus Ave.
Sandusky, OH 44870
United States

Phone (419) 627-5969
Fax

Presented By:

Jon Vandertill
jon.vandertill@vTECHio.com
(440) 715-3591

To accept this proposal, sign here and return:

Date: _____

Customer Purchase Order Number: _____

Please review quote for shipping address and accuracy of each item BEFORE placing order.

Terms: Net 30 Days

Description	Unit Price	Qty	Ext. Price
<input type="checkbox"/> PowerEdge R650 Server	\$17,086.08	3	\$51,258.24
8x2.5 Front Storage			
SAS/SATA Backplane			
No Rear Storage			
Trusted Platform Module 2.0 V3			
2.5" Chassis with up to 8 Hard Drives (SAS/SATA), 3 PCIe Slots, 2 CPU			
Intel Xeon Gold 5317 3G, 12C/24T, 11.2GT/s, 18M Cache, Turbo, HT (150W) DDR4-2933			
Intel Xeon Gold 5317 3G, 12C/24T, 11.2GT/s, 18M Cache, Turbo, HT (150W) DDR4-2933			
Additional Processor Selected			
Heatsink for 2 CPU configuration (CPU less than or equal to 165W)			
Performance Optimized			
3200MT/s RDIMMs			
RAID 1			
PERC H755 SAS Front			
Front PERC Mechanical Parts, front load			
Power Saving Dell Active Power Controller			
UEFI BIOS Boot Mode with GPT Partition			
4 Standard Fans for 2 CPU			
Dual, Hot-plug, Redundant Power Supply (1+1) 1100W, Mixed Mode Titanium			
Riser Config 0, 2CPU, Half Length, Low Profile, 3 x16 Slots, SW GPU Capable			
PowerEdge R650 Motherboard			
iDRAC9, Enterprise 15G			
Intel X710-T4L Quad Port 10GbE BASE-T, OCP NIC 3.0			
LCD Bezel			
Luggage Tray x8 and x10 Chassis, R650			
BOSS Blank			
Quick Sync 2 (At-the-box mgmt)			
iDRAC,Factory Generated Password			
iDRAC Group Manager, Disabled			
No Operating System			
No Media Required			

Continued On Next Page ...

Description	Unit Price	Qty	Ext. Price
Cable Management Arm ReadyRails Sliding Rails Without Cable Management Arm or Strain Relief Bar No Systems Documentation, No OpenManage DVD Kit PowerEdge R650 Shipping R650 Ship 8x2.5 PowerEdge R650 Non BIS Marking PowerEdge R650 CE, CCC, Marking US Order Custom Configuration Dell Hardware Limited Warranty Plus Onsite Service ProSupport Next Business Day Onsite Service After Problem Diagnosis 3 Years ProSupport 7x24 Technical Support and Assistance 3 Years Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355 (QTY 12) 32GB RDIMM, 3200MT/s, Dual Rank 16Gb BASE x8 (QTY 2) 480GB SSD SATA Mix Use 6Gbps 512 2.5in Hot-plug AG Drive, 3 DWPD, (QTY 2) Power Cord - C13, 3M, 125V, 15A (North America, Guam, North Marianas, Philippines, Samoa, Vietnam)			
Dell EMC Switch S4112T, 12 x 10GBaseT, 3 x 100GbE QSFP28, IO to FAN, 2 x AC PSU	\$5,029.75	1	\$5,029.75
VLT Tech Sheet Document OS10 Enterprise, S4112T Dell EMC Networking S4112-ON Americas User Guide Dell Networking Dual Tray, one Rack Unit, 4-post rack only, S4112 Dell Hardware Limited Warranty 1 Year ProSupport:Next Business Day Onsite Service After Problem Diagnosis, 1 Year ProSupport:Next Business Day Onsite Service After Problem Diagnosis, 2 Years Extended ProSupport:7x24 HW/SW Technical Support and Assistance, 3 Years Dell Limited Hardware Warranty Extended Year(s) Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355 Info 3rd Party Software Warranty provided by Vendor Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13 Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13 Dell Networking Cable, 100GbE QSFP28 to QSFP28, Passive Copper Direct Attach Cable, 0.5 Meter			
Dell EMC Switch S4112T, 12 x 10GBaseT, 3 x 100GbE QSFP28, IO to FAN, 2 x AC PSU	\$4,966.23	1	\$4,966.23
VLT Tech Sheet Document OS10 Enterprise, S4112T Dell EMC Networking S4112-ON Americas User Guide Dell Hardware Limited Warranty 1 Year ProSupport:Next Business Day Onsite Service After Problem Diagnosis, 1 Year ProSupport:Next Business Day Onsite Service After Problem Diagnosis, 2 Years Extended ProSupport:7x24 HW/SW Technical Support and Assistance, 3 Years Dell Limited Hardware Warranty Extended Year(s) Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355 Info 3rd Party Software Warranty provided by Vendor Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13			

Description	Unit Price	Qty	Ext. Price
Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13			
Dell Networking Cable, 100GbE QSFP28 to QSFP28, Passive Copper Direct Attach Cable, 0.5 Meter			
PowerStore 1000T BASE ENC. FLD INST	\$72,550.19	1	\$72,550.19

384GB Appliance DIMM 192GB Per Node
 Thank you for choosing Dell EMC
 PowerStore Base SW
 10GBASE-T 4 PORT CARD PAIR
 Dual 1800W (200-240V) Power Supply, includes C13/C14 Power Cords
 BASE UNIT CONFIG KIT
 Thank you for buying Dell EMC
 Parts Only Warranty 12 Months
 ProSupport and 4Hr Mission Critical Extension, 24 Month(s)
 ProSupport and 4Hr Mission Critical Initial, 12 Month(s)
 Thank you for buying Dell EMC
 US Order
 (QTY 15) P1 25X2.5 NVME SED SSD 1.92TB
 AppSync for PowerStore
 ProSupport Mission Critical for AppSync Starter Pack Software Support Contract 3 Years
 AppSync Str Pk for PowerStore=CB
 ProSupport Mission Critical for AppSync Starter Pack Software Support Maintenance 3 Years

Installation by Dell Certified Engineer

Computers at Work, Inc. DBA vTech is an authorized Contract Reseller for the Ohio State
 Term Schedule for
 Computers, Software, Supplies & Services, Schedule No. 534109, Index No. STS-033,
 Dealer ID 534109-38
 Vendor: Dell Marketing, L.P. The Contract code for Ohio STS transactions is 30AHH

	Subtotal	\$133,804.41
Your investment in addition to the Grand Total:	Tax	\$0.00
<i>\$0.00 Billed Monthly</i>	Shipping	\$0.00
<i>\$0.00 Billed Quarterly</i>	Grand Total	\$133,804.41
<i>\$0.00 Billed Annually</i>		

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. vTechio reserves the right to cancel quotes and orders arising from pricing or other errors. Sales tax on products shipped is based on your "Ship To" address. Please indicate any tax-exempt status on your PO, and email your exemption certificate to DJ.peterson@vtechio.com . Note: All tax quoted above is an estimate; final taxes will be listed on the invoice. If you have any questions regarding tax please send an e-mail to DJ.peterson@vtechio.com

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice.***A 3.5% convenience fee will be charge for credit card purchases*** By signing this quote you acknowledge having read and agree to be bound by such terms.

CERTIFICATE OF FUNDS

In the Matter of: Virtual Server Environment Refresh

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 # 110-7080-54001, 612-5900-54001, 613-5900-54001

By: 

Michelle Reeder

Finance Director

Dated: 12/8/2021

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE PURCHASE AND INSTALLATION OF A REPLACEMENT VIRTUAL ENVIRONMENT SYSTEM FROM COMPUTERS AT WORK, INC. OF NAPLES, FLORIDA D.B.A. VTECHIO, THROUGH THE STATE OF OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES COOPERATIVE PURCHASING PROGRAM; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City Commission authorized the purchase of a virtual server with external storage and licensing from UltraLevel, Inc. of Southfield, Michigan, through the State of Ohio Department of Administrative Services Cooperative Purchasing Program by 17-191, passed on October 10, 2017; and

WHEREAS, the virtual environment runs all of the City's services on minimal hardware due to the virtualization technology and the flexibility it provides and the system's warranty expired in early 2021 and was extended for a one (1) year period; and

WHEREAS, this purchase and installation will provide for a highly available and redundant virtual environment consisting of server hardware and compatible storage with the capacity to grow with the ever-increasing data requirements; and

WHEREAS, the products and services for the virtual environment system from Computers at Work, Inc. of Naples, Florida, d.b.a. vTECHio, are available through the State of Ohio Department of Administrative Services Cooperative Purchasing Program, thereby, allowing local political subdivisions to purchase items that have been competitively bid from the successful state vendor giving the City the benefit of the State's negotiated price and eliminating the necessity of formal bidding; and

WHEREAS, the total cost of the virtual environment system is \$133,804.41 and will be paid with funds from the Information Technology's budget in the amount of \$66,902.20 and Water Funds in the amount of \$33,451.11, and with Sewer Funds in the amount of \$33,451.10; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to expedite the order to allow for long lead times on this system due to electronic shortages; 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 enter into an agreement for the purchase and installation of a replacement virtual environment system from Computers at Work, Inc. of Naples, Florida, d.b.a. vTECHio, through the State of Ohio Department of Administrative Services Cooperative Purchasing Program, Contract #534109, at an amount **not to exceed** One Hundred Thirty Three Thousand Eight Hundred Four and 41/100 Dollars (\$133,804.41).

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: December 13, 2021



DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: December 2, 2021

Subject: Commission Agenda Item – Amendment #1 to Professional Design Services Agreement with EDG for Sandusky Bay Pathway Acquisition and Partial Design

ITEM FOR CONSIDERATION: Amendment #1 to Agreement for Professional Design Services with Environmental Design Group (EDG) for Acquisition and Partial Design of the Sandusky Bay Pathway.

BACKGROUND INFORMATION: The Sandusky Bay Pathway is a coastal trail originally envisioned by the City of Sandusky in 2005 that stretches along the waterfront from the east corporation limit to the west corporation limit, including several other ancillary on-street and off-street trails networking city roads intended to connect the neighborhood park system. As part of the Bicentennial Vision process in 2015, residents and stakeholders urged the City to initiate activities to complete the pathway. Hence, the original vision was updated through a comprehensive planning process in 2017 that culminated in the Sandusky Bay Pathway Master Plan (Updated Plan).

On June 24, 2019, via Ordinance 19-115, the City entered into a Professional Design Services Agreement with EDG to complete environmental due diligence, geotechnical analysis, topographic and boundary surveys, title research, property appraisals, negotiations, and preparation of property transfer documents. Final design of certain sections was also included.

As part of the original scope of services, EDG included acquisition of all remaining properties based on the revised layout included in the Updated Plan. They identified about 200 parcels on which acquisition services are required within the 5 following project locations:

1. At the intersection of Cedar Point Drive and First Street to connect to the western end of the Landing Park project,
2. Along the north side of First Street between Cedar Point Drive and Lockwood Street,
3. On the former Pier Track between First Street and Battery Park (design services not included),
4. Along Water Street between Meigs Street and Franklin Street, and
5. The remaining west end of the project between Mills Street and Venice Road.

Two additional tasks have been scoped by EDG at the City's request:

1. **Task 5:** Item #4 above, which was part of the original scope of work, included design of the pathway along the north side of Water Street. Staff leveraged these committed design and acquisition dollars by applying for funding through the Metropolitan Planning Organization (MPO) for the roadway portion of Water Street along these same blocks. The City was awarded \$474,477.00 in federal funding in 2020 for construction activities that would include resurfacing and streetscape elements between Franklin and Meigs Streets. Since this funding is routed through ODOT, there are additional design requirements for the roadway that were not on the original Sandusky Bay Pathway contract. Staff feels it is better to group the two projects (the pathway and the roadway) together as one project to ensure a proper synergy along that corridor while minimizing inconveniences to the drivers by reducing the timeframe that section of roadway would be impacted. Finally, since there is already survey and limited design on the north side, engineering fees would be reduced if the same consultant is utilized.

The total cost for this portion of work would be \$85,856.00. Stage 2 survey and design are to be completed by April of 2022, with bidding starting in May of 2023. Construction is expected to begin in July 2023.

2. **Task 6:** During negotiations, one property owner on Monroe Street near Sloane recommended that the City evaluate an alternate route through an abandoned railroad because the proposed route in the Monroe Street right-of-way would consume all of the parking in front of his storage building and because he would often have to have delivery vehicles and trailers blocking the bike path. He mentioned that if the City could acquire the former railroad alley between his building and the adjacent property owner, he would help to maintain it. He would also allow the walls to be used for public art and would even string lights between the two buildings to create an extremely unique section of the pathway. This revised route would eliminate a sharp turn at Sloane/Monroe Streets and Sloane/W. Madison Streets with more gradual turns at these locations. In addition to the uniqueness, it would provide a safer route away from Monroe Street.





To proceed with this route, the City would have to acquire the property from the railroad, which would require additional acquisition and appraisal services for the project, in addition to the redesign of this section. Staff is recommending proceeding with this modified route for a not to exceed price of \$57,786.00.

BUDGETARY INFORMATION: The current cost of this project is \$1,948,871.00. Amendment #1 includes Task 5 for \$85,856.00 and Task 6 for \$57,786.00 totaling \$143,642.00. The total revised project cost would be \$2,092,513.00 and would be paid from the Capital Projects Fund.

ACTION REQUESTED: It is recommended that an ordinance for Amendment #1 to the Sandusky Bay Pathway Acquisition and Partial Design contract with Environmental Design Group of Akron, Ohio in the amount of \$143,642 be approved and that the necessary legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter so that the consultant can meet deadlines included in the funding agreement for East Water Street.

I concur with this recommendation:

Eric Wobser
City Manager

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

CERTIFICATE OF FUNDS

In the Matter of: EDG Professional Agreement Amendment

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 # 431-3462-53000

By: _____



Michelle Reeder

Finance Director

Dated: 12/8/2021

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A FIRST AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL DESIGN SERVICES WITH ENVIRONMENTAL DESIGN GROUP, LLC, OF AKRON, OHIO, FOR THE SANDUSKY BAY PATHWAY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Sandusky Bay Pathway is a coastal trail that stretches along the waterfront from the east corporation limit to the west corporation limit with several other ancillary on-street and off-street trails networking City roads and the City-wide park system; and

WHEREAS, in 2016 the City's Bicentennial Vision was adopted and set the implementation of the Sandusky Bay Pathway as a priority; and

WHEREAS, this City Commission authorized and directed the City Manager to enter into an agreement for Professional Design Services with Environmental Design Group, LLC, of Akron, Ohio for the Sandusky Bay Pathway – Update Project by Ordinance No. 17-165, passed on August 28, 2017, and the updated Plan was adopted by Ordinance No. 18-122, passed on June 25, 2018; and

WHEREAS, the City Commission approved an agreement for Professional Design Services with Environmental Design Group, LLC, of Akron, Ohio, for the Sandusky Bay Pathway Project by Ordinance No. 19-115, passed on June 24, 2019; and

WHEREAS, Environmental Design Group, LLC, provided professional design services to complete environmental due diligence, geotechnical analysis, topographic and boundary surveys, title research, property appraisals, negotiations, and preparation of property transfer documents along with final design of certain sections; and

WHEREAS, as part of the original scope of services, Environmental Design Group, LLC included acquisition of all remaining properties based on the revised layout included in the Updated Plan and identified about 200 parcels on which acquisition services are required within the 5 following project locations:

1. Cedar Point Drive and First Street intersection to connect to the western end of the Landing Park project,
2. First Street along the north side between Cedar Point Drive and Lockwood Street,
3. The former Pier Track between First Street and Battery Park (design services not included),
4. Along Water Street between Meigs Street and Franklin Street, and
5. The remaining west end of the project between Mills Street and Venice Road.

WHEREAS, this First Amendment provides for additional design work on Water Street that is being grouped together with work required by the Ohio Department of Transportation as part of the East Water Street Project and additional survey and design work to evaluate an alternate route on Monroe Street; and

WHEREAS, the original cost of the professional design services was \$1,948,871.00 and this Amendment will increase the cost by \$143,642.00 for a revised total cost of \$2,092,513.00 and will be paid with Capital Projects Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to complete the work and meet the deadlines pursuant to the funding agreement for East Water Street; 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 First Amendment to the Agreement for Professional Design Services with Environmental Design Group, LLC, of Akron, Ohio, for acquisition and partial design for the Sandusky Bay Pathway, 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, in an amount **not to exceed** One Hundred Forty Three Thousand Six Hundred Forty Two and 00/100 Dollars (\$143,642.00) for a total revised amount **not to exceed** Two Million Ninety Two Thousand Five Hundred Thirteen and 00/100 Dollars (\$2,092,513.00).

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: December 13, 2021

**FIRST AMENDMENT TO THE AGREEMENT
FOR
PROFESSIONAL DESIGN SERVICES**

This First Amendment to the Agreement for Professional Design Services (this “Agreement”), made as of _____, 2021 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 Environmental Design Group, LLC (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 Pathway Acquisition and
Partial Design**

City Engineer:

Aaron Klein, P.E.

Address:

Department of Public Works
City of Sandusky
240 Columbus Ave
Sandusky, Ohio 44870

Architect/Engineer:

Environmental Design Group, LLC

Contact:

Michelle L. Johnson

Address:

450 Grant Street
Akron, OH 44311

NOW, THEREFORE, in consideration of the mutual promises contained in the Professional Design Services Agreement executed on July 1, 2019, the City and the Architect/Engineer agree as follows:

The Architect/Engineer shall perform additional tasks included in Attachment A as described therein, in accordance with the Professional Design Services Amendment executed on _____, 2021 between the City and Environmental Design Group, LLC for a revised fee not to exceed \$2,092,513.00.

Signature Page to Follow

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

Environmental Design Group, LLC
("Architect/Engineer")

By: _____

CITY OF SANDUSKY

By: _____

Eric Wobser
City Manager

APPROVAL:

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

Brendan Heil
Law Director

CERTIFICATE OF FUNDS

In the matter of: **Sandusky Bay Pathway Acquisition and Partial Design**

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the City of Sandusky 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: _____, 2021

CITY OF SANDUSKY

EXHIBIT "1"

By: _____
Michelle Reeder
Finance Director

Account Number

Amount



October 25, 2021

Mr. Eric Wobser
City Manager
City of Sandusky
CC: Mr. Aaron Klein, PE
Via Email

**Subject: Professional Design & Engineering Services for Sandusky Bay Pathway
Acquisition and Partial Design Amendment #1
Environmental Design Group No. 17-00196-020 (17-00196-08P)**

CORPORATE
450 Grant Street / Akron, OH 44311
P 330.375.1390 / **F** 330.375.1590
TF 800.835.1390

CLEVELAND OFFICE
2800 Euclid Avenue, Suite 620
Cleveland, Ohio 44115

COLUMBUS OFFICE
88 East Broad Street, Suite 880
Columbus, Ohio 43215

envdesigngroup.com

Dear Mr. Wobser:

Per our conversations, please find here **Amendment #1 to the Agreement between City of Sandusky (Client) and Environmental Design Group, LLC dated June 22, 2019**. The following item is the change made to the referenced agreement:

Task 5 – Water Street LPA Design & Documents

We understand the Client was awarded ODOT funding and would like to redesign a portion of the project to Local Public Agency (LPA)-let. The project limits include the redevelopment of Water Street (approx. 1,500 LF) from the proposed relocated curb beyond the proposed Sandusky Bay Pathway along the north side of Water Street to the south right-of-way line between Franklin Street/Shoreline Drive and Meigs Street. The Sandusky Bay Pathway trail design effort will remain in the original agreement referenced herein; except as part of this effort, we will adjust the trail layout to these existing conditions for the newly completed East Shoreline Drive with the intersection of Water Street. The Water Street improvements will follow the curb extension designs shown in the original 30% schematic design plan set and subsequent design refinements.

Design standards used for this project will include the American Association of State Highway and Transportation Officials (AASHTO) Guide for the Development of Bicycle Facilities, 2012, Fourth Edition, the American with Disabilities Act (ADA) accessibility guidelines, and ODOT Location and Design Manual, Volumes 1 and 2. The construction document set developed for this project will follow Environmental Design Group standard 22" X 34" sheet and layout format.

We will separate the Water Street Segment (100 Section) from the original Sandusky Bay Pathway 30% schematic design plan set and develop it into a standalone plan set following the below scope.

The scope of work, as outlined below, will be conducted simultaneously and concurrently for all meetings, correspondence, and document preparation.

We understand ODOT is preparing the Categorical Exclusion (CE) documents, and as such, effort to prepare these documents is not included in this scope of services.

Lighting design and geotechnical investigations are not included in this scope of work.

The following is a description of tasks that will be utilized for the completion of this scope of work.

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Topographic Survey

We will perform additional topographic survey, as outlined in the agreement dated June 22, 2019, along the south side of Water Street between Meigs Street and Franklin Street/East Shoreline Drive. We will also survey the intersection of Franklin Street/East Shoreline Drive to update the project's existing conditions, including 50' beyond, since the recent completion of the Shoreline Drive construction project. Per conversations with the Client, all improvements are occurring within the public right-of-way and a boundary survey is not included.

Preliminary Design and Stages 1 and 2 Plan Development

Based on the 30% schematic design plan set and subsequent design refinements, Environmental Design Group will develop plans, enlargements (if needed), and typical cross-sections for the Water Street improvements. Improvements include curb extensions, storm sewer design, to maintain positive drainage for these curb extensions, and landscape design within the curb extension limits (sidewalk to curb) that match the currently developed character of the project.

A. Preliminary Layout

The Environmental Design Group Design Team will consider the following for the Water Street Improvements:

- Drainage improvements
- Grade relationships
- Connection to existing city sidewalk network
- Constraints and impediments
- Selection and location of site amenities

B. Develop Preliminary Layout Plans

The Environmental Design Group Design Team will develop preliminary plans for aesthetic design elements and standards such as landscape treatments. The Environmental Design Group Design Team will refine the overall 30% schematic layout as part of this task.

The Environmental Design Group Design Team will conduct one (1) online preliminary plan meeting to review the aesthetic design elements and revise with the Client and ODOT District 3. Meeting notes will be prepared by Environmental Design Group and distributed to the attendees of this meeting via email as a PDF digital document.

Upon completion of the Preliminary Layout, the Client will approve the final alignment of the trail and associated structures via email to Environmental Design Group. Any Client-directed revisions to the alignment after this approval will require additional engineering services for additional fees, above and beyond the scope and fee listed in this scope of services.

C. Stage 1 & 2 Plan Development

Based on the results of the preliminary plan review meeting, the Environmental Design Group Design Team will refine the preliminary layout plans and begin work on the Stage 1 and 2 Plan Development. This task includes the removal of the study area from the plan sheets, quantities, and costs from the original Sandusky Bay Pathway 30% schematic design plan set.

The following sheets are anticipated as part of this task:

- Cover Sheet
- General Notes

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- Schematic Plan
 - Typical Sections
 - Cross-sections at 50' intervals
 - Identify drainage features and locations (culverts, swales, stormwater management areas)
 - Plan and Profile
 - Preliminary SWPPP
 - Schematic Layout Plans (including any nodes/plazas)
 - Landscape Plans
 - Signage Plans (if signage plan does not fit within plan and profile pages)
- D. Conceptual Opinion of Probable Costs: The Environmental Design Group Design Team will prepare a preliminary conceptual opinion of probable costs for the proposed improvements. The Environmental Design Group Design Team will deliver the conceptual opinion of probable costs to the Client as a digital PDF file via email.
- E. Stages 1 and 2 Plan Set: The Environmental Design Group Design Team will finalize the Stages 1 and 2 plan set and submit, along with the conceptual opinion of probable costs, to the Client and ODOT for review. The Environmental Design Group Design Team will deliver the plan set to the Client as a digital PDF file via email.
- F. Client Meeting: The Environmental Design Group Design Team will attend and conduct one (1) Client Meeting as part of this task to review the Stage 1 and 2 Plan Set and the Conceptual Opinion of Probable Costs with the Client and ODOT. It is desirable to conduct this meeting in-person but depending on the status of the COVID-19 restrictions around the time of the meeting, it can effectively be conducted online with screen sharing and video.

Meeting notes will be prepared by Environmental Design Group and distributed to the attendees of this meeting via email as a PDF digital document.

Final Design and Stage 3 Plan Development

Based on Stages 1 and 2 Plan Set review comments from the Client and ODOT, the Environmental Design Group Design Team will develop the Stage 3/PS&E construction documents and updated conceptual opinion of probable costs of the improvements. As part of this phase, the Environmental Design Group Design Team will:

- A. Finalize design and prepare construction drawings for the curb extension and associated improvements.
- B. Prepare final plan and profile drawings.
- C. Prepare typical sections by area.
- D. Finalize drainage features and locations (culvert sizes, swale slopes, stormwater volumes).
- E. Prepare cross-sections at 50' intervals for the off-road trail.
- F. Develop final site construction details.
- G. Develop a final opinion of probable costs.
- H. Develop a General Summary within the plan sheets.

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- I. Develop technical specifications within the plan sheets (Client will provide bidding and front-end specifications).
 - Environmental Design Group will provide the Client with a final bid tab to include as an attachment in the front-end specifications.
- J. Prepare a Storm Water Pollution Prevention Plan to Erie County Soil & Water Conservation District including preparation and submission of the NOI.
- K. Finalize construction documents, conceptual opinion of probable costs, specifications (within the plan set), and other necessary documents as outlined in this scope of services. These deliverables will be sent to the Client as digital PDFs via email.

The following sheets are anticipated:

- Cover Sheet
- General Notes
- Schematic Plan
- Typical Sections
- SWPPP Notes
- SWPPP Plan
- SWPPP Details
- Plan & Profile
- Layout Plans
- Signage Plans (if signage plan does not fit within Plan and Profile pages)
- Cross Sections
- Construction Details
- General Summary

- L. Submit Stage 3/PS&E Plan Set to Client and ODOT for review.

Upon final acceptance, provide the Client with final digital originals of both construction document sets for their use in bidding the project.

- M. Client Meeting: The Environmental Design Group Design Team will attend one (1) Client Meeting as part of this phase to review the Stage 3/Final Design Plan Set (100% set review) and the Conceptual Opinion of Probable Costs. It is desirable to conduct this meeting in-person, but depending on the status of the COVID-19 restrictions around the time of the meeting, it can effectively be conducted online with screen sharing and video. If conducted in-person, the Client will be responsible for securing the meeting location.

Meeting notes will be prepared by Environmental Design Group and distributed to the attendees of this meeting via email as a PDF digital document.

- N. Environmental Design Group will complete construction documents for bidding that includes comments from the Client and ODOT Stage 3/PS&E Plan Set review. Upon final review and approval, the Environmental Design Group Design Team will provide the Client with two (2) final stamped 22" X 34" printed originals of the construction documents and a pdf digital version of the construction drawings and final conceptual opinions of probable costs.

Task 6 – Additional Survey and Design at Sandusky Salvage & Design

We understand the Client would like to revise the Sandusky Bay Pathway alignment at the Sandusky Salvage & Design Property (2425 W Monroe St). In order to revise this alignment from the 30% schematic design plan set submitted December 17, 2019, additional survey is necessary

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and included in the below scope of services. We will adjust the proposed Sandusky Bay Pathway trail layout to the existing conditions between these buildings and further develop the design for 70% detailed design and 100% construction documents as outlined in the original agreement. This scope will be performed to local design standards, as described in the original Sandusky Bay Pathway design contract.

Topographic & Boundary Survey

We will perform additional topographic and boundary survey, as outlined in the agreement dated June 22, 2019, for Parcel #59-90074.000 currently owned by Norfolk Southern Railway Company. The limits of survey will be along the northside of the Sandusky Salvage & Design building (2425 W Monroe Street) directly north to the adjacent building and will extend from West Monroe Street to Sloane Street to tie this survey into the already performed topographic survey.

Railroad Property Acquisition Assistance

To facilitate the acquisition of Parcel #59-90074.000 currently owned by Norfolk Southern Railway Company (NS), we will prepare an exhibit and legal description to NS requirements and County standards.

Digital format will be provided upon completion of exhibit and legal description.

Environmental Design Group will prepare a lot split map and submit to the County for pre-approval. Upon that pre-approval, original legals and maps will be provided to NS for review. Corrections will be made as needed. Upon their acceptance, original documents will be provided for the City's creation of the deed for transfer.

The Client will be responsible to prepare easement documents for recording with our product as attachments. The Client will also be responsible for all submittals to review agencies, governing entities for recordation, and to pay all review and recording fees.

Realignment & Design Documents Revisions

Based on the 30% schematic design plan set, subsequent design refinements, and additional survey, Environmental Design Group will develop plans, enlargements, and typical cross-sections for this trail realignment.

Before developing 70% plans for this area, we will develop a preliminary layout utilizing the additional survey. We will submit this preliminary layout for review to the Client. The Environmental Design Group Design Team will conduct one (1) online preliminary plan meeting to review the aesthetic design elements. Meeting notes will be prepared by Environmental Design Group and distributed to the attendees of this meeting via email as a PDF digital document.

Based on the results of the preliminary plan review meeting, the Environmental Design Group Design Team will refine the preliminary layout plans to develop revised 70% plans as outlined in the original agreement.

Once the 70% plans have been reviewed and Client comments provided, we will incorporate the new 70% plans into the master Sandusky Bay Pathway design set and develop the 100% plans as outlined in the original agreement.

All assumptions and exclusions from the original referenced contract apply to this scope of services.

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City of Sandusky
Mr. Eric Wobser
October 25, 2021
Page 6

The above changes will be made for a lump sum fee of **\$85,856.00 for Task 5 – Additional Survey & Design at Water Street and \$57,786.00 for Task 6 – Additional Survey and Design at Sandusky Salvage & Design**. Therefore, the total contract amount will be adjusted from a lump sum of \$1,948,871.00 before authorization of "if authorized" tasks to a total lump sum of \$2,092,513.00 before authorization of "if authorized" tasks. All previously agreed-upon terms and conditions still apply.

If this change is satisfactory, you may authorize Environmental Design Group to proceed at once by signing both copies of this letter and returning one copy to Environmental Design Group. If there is a need for clarification, please contact Environmental Design Group at (330) 375-1390.

Sincerely,


Michelle L. Johnson
Director


Dwayne Groll, P.E.
President

ACCEPTED: City of Sandusky

By _____

Title _____

Date _____

EXHIBIT "1"



RECREATION

222 Meigs Street
Sandusky, Ohio
44870

TO: Eric Wobser, City Manager
FROM: Jason Werling, Recreation Superintendent
DATE: December 1, 2021
RE: Commission Agenda Item:
Paper District Marina Facility Agreement 2022

ITEMS FOR CONSIDERATION:

Legislation to enter into an Agreement with Towboat Marine, LLC of Sandusky, Ohio, for the operation of the Paper District Marina for a one (1) year term with one (1) one-year renewal period, upon the city's discretion, beginning January 1, 2022.

BACKGROUND INFORMATION:

The City of Sandusky issued a Request for Proposals (RFP) for the Operation of the Paper District Marina Facility in September of 2021. Towboat Marine, LLC's proposal was the only proposal received by the City of Sandusky and was selected as the best based upon experience, availability, and the ability to keep the facility operating and staffed. Towboat Marine, LLC has extensive knowledge and background with the Sandusky Waterfront and Community, as they have operated the Marina facility under the name Lake Erie Towing since the 2016 season. The strong and successful partnership over the past 6 years has proved to be a positive move for the operation and management of the Paper District Marina Facility.

BUDGET IMPACT:

The agreement will not result in any additional budgetary expenses. The City will benefit from Lake Erie Towing management and operation of the Marina, as well as the agreed upon first \$10,000.00 revenue each year going to the City of Sandusky, with an additional 50% split after revenues received meets \$45,000.00 for the season.

ACTION REQUESTED: It is requested that legislation be approved authorizing the City Manager to enter into an Agreement with Towboat Marine, LLC for the operation of the Paper District Marina Facility. It is further requested that this be passed to take immediate effect in accordance with Section 14 of the City Charter in order to execute the agreement before the commencing date of January 1, 2022.

Approved:

I concur with this recommendation:

Jason Werling, Recreation Superintendent

Eric Wobser, City Manager

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH TOWBOAT MARINE, LLC OF SANDUSKY, OHIO, FOR THE OPERATION & MANAGEMENT OF THE PAPER DISTRICT MARINA; APPROVING A NEW FEE SCHEDULE FOR THE PAPER DISTRICT MARINA; 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 with Lake Erie Towing of Sandusky, Ohio for the operation and management of the Paper District Marina for the 2016 season by Ordinance No. 16-070, passed on April 25, 2016, and subsequently approved an agreement for the 2017 season with automatic annual extensions up to four (4) one-year periods by Ordinance No. 16-215, passed on November 28, 2016; and

WHEREAS, in September of 2021, the City issued a Request for Proposals (RFP) for the operation of the Paper District Marina for the calendar year 2022 in which Towboat Marine, LLC of Sandusky, Ohio, was the only proposer to submit a proposal which was evaluated by a selection committee and based upon the company's experience, availability, and ability to keep the facility operating and staffed, along with the strong and successful partnership the proposer has had with the City over the past six (6) years, was determined to be the best proposer; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to execute the agreement before the commencing date of January 1, 2022; and

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

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

Section 1. The City Manager is authorized and directed to enter into an agreement with Towboat Marine, LLC of Sandusky, Ohio, for the operation and management of the Paper District Marina beginning January 1, 2022 through December 31, 2022, with an option to be renewed for a one (1) year period, substantially in the same form as attached to this Ordinance, marked Exhibit "1" 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 as being consistent with carrying out the terms of this Ordinance.

Section 2. This City Commission approves the proposed new fee schedule for the Paper District Marina as recommended by the City Manager to become effective on January 1, 2021, and that these fees shall be published in the Index of Fees maintained by the Department of Recreation.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST:

CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: December 13, 2021

AGREEMENT FOR THE OPERATION OF THE PAPER DISTRICT MARINA

This agreement for the operation of the Paper District Marina Facility (the "Agreement") is entered into this _____ day of _____ 2021, by and between the City of Sandusky, Ohio (the "City"), a municipal corporation and political subdivision duly organized and validly existing under the laws of the State of Ohio, and Towboat Marine, LLC (the "Manager"), a limited liability company duly organized and validly existing under the laws of the State of Ohio.

RECITALS

WHEREAS, the City owns and operates the Paper District Marina (the "Marina"), a public marina located in the Paper District area of the City that provides transient dockage and related services on a seasonal basis to boaters from late Spring through early Autumn;

WHEREAS, the Marina facilities include dock slips, a boardwalk, sidewalk area, amphitheater, open lawn area, paved parking areas and facilities to serve patrons of the Marina, including a building that houses restroom facilities, office and storage space, and a kitchen/concession space (the "Marina Building");

WHEREAS, the City desires to contract with a Manager to manage and operate the Marina in a manner that will enhance boating opportunities in the City;

WHEREAS, the City issued an RFP for the Operation of the Paper District Marina Facility and received one proposal, which was Towboat Marine, LLC, after having reviewed the proposal, the proposal was determined to be appropriate and in the best interest of the City.

WHEREAS, Manager agrees to manage and operate the Marina upon the terms contained in this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties set forth in this Agreement, the City and the Manager agree as follows:

Section 1. Premises. The Marina is located at 611 West Shoreline Drive in the City. The premises include transient boat docks (i.e. allowing dockage for no more than ten (10) consecutive days and includes short-term hourly rentals), seasonal docks (the number of which is dictated by Sandusky Resolution No. 002-17R), office and storage space, shower and restroom facilities, amphitheater, paved parking areas and open lawn areas.

Section 2. Manager Duties. Manager shall be responsible for managing and operating all Marina facilities, except for the amphitheater and the food service portion of the Marina Building. Duties include, but are not limited to:

- (a) Operation and Supervision. Manager shall assist boaters in docking at the Marina and shall collect all fees and rents for use of dock facilities pursuant to a fee schedule range provided by City, which is attached hereto as Exhibit "A" and incorporated as if fully rewritten.
- (b) Fees. Manager shall notify the City prior to February 15th the fee and rents schedule within the fee schedule range provided by the City to be used for the May 1st through October 31st season. Manager shall have the sole right to increase fees on a yearly basis, however, said fees and rents shall never exceed the fee schedule range provided by the City. Manager shall not increase fees within the same season. Manager shall secure fee and rent payments and reconcile those amounts with the City on a monthly basis.
- (c) Service to Users. Manager shall assist boaters utilizing Marina by providing current weather reports and local information and assisting with other transportation requests.
- (d) General Maintenance. Manager shall be responsible for the overall maintenance of the Marina. Manager shall keep and maintain the Marina Building in a clean and safe manner. Manager shall keep the Marina docks, grounds, and parking lot free of litter and debris. Manager shall ensure that trash and litter is properly disposed of in trash receptacles at all times and is deposited in City-provided dumpsters on a daily basis. Manager shall ensure the dumpster enclosure is free of litter, which may include but is not limited to pressure washing the ground. Manager shall maintain all planted and landscaped areas, which includes but is not limited to pulling weeds and planting new plants. The new plants may be supplied in coordination with the City's greenhouse with the available stock.
- (e) Bathroom Facility Maintenance. Manager may contract with a bathroom cleaning service for cleaning the bathroom facilities during the summer months. If the Manager does not contract with a cleaning service, the Manager shall be responsible for cleaning the bathroom facilities during the summer months. Manager shall be responsible for cleaning the bathroom facilities during the winter months. The rate and the cleaning service shall be approved by the City. The City and the Manager shall each pay 50% of the cost of the cleaning service.

- (f) Safety. Manager agrees to operate the Marina in a safe, orderly and lawful manner. Manager shall contact public safety and law enforcement as necessary to ensure the health and safety of the public.
- (g) Marketing. The Manager shall market the Marina, which includes but is not limited to posting flyers at area recreational facilities and advertising rates prior to the start of the season through radio and/or social media.
- (h) Staffing. The Manager shall provide adequate staff to offer proper marina services associated with docking, pump station operations, janitorial duties, duties, cleaning, maintenance and book keeping duties.

Section 3. Hours of Operation. Manager shall operate the Marina from 9:00 a.m. to 9:00 p.m., seven days per week during the May 1st through October 31st season.

Section 4. City Obligations. Except as otherwise provided in this Section, Manager shall have no responsibility for providing for or performing the following functions, which shall be City obligations:

- (a) Trash Removal. The City shall offer trash service only from April 1st through October 31st with a 4 yard dumpster for refuse serviced four days a week, a 4 yard recycling container serviced two days a week, and three portable garbage cans on the property serviced twice a week. The Manager shall be responsible for the trash services from November 1st through March 3st.
- (b) Amphitheater. Manager shall have no responsibility for operating the amphitheater at the Marina, but shall cooperate with City in planning and coordinating special events.
- (c) Utilities. City shall be responsible for all utility costs at the Marina.
- (d) Dock Maintenance. City shall install, remove and maintain all docks at the Marina. City shall make all repairs to docks, provided that Manager shall be responsible for the cost of those repairs if attributable to the negligence or gross misconduct of Manager or its agents or employees.
- (e) Other Maintenance. City shall make larger infrastructure repairs or improvements to the facilities that are not directly attributable to the negligence of the Manager. The City shall maintain all grass areas.

(f) Special Events: Currently, there are special events which take place at the Marina and the City would like to continue to host these events. During these events the City shall have full access to the Marina. The City shall provide notice to the Manager of the dates and times of these events. Should the Manager desire to host special events, the Manager shall first seek prior written approval from the City. Currently the City host the following events, including but not limited to:

- i. Bike Week
- ii. Touch a Truck
- iii. Fishing Tournaments
- iv. Dragons and Bacon Fest

(g) Any Special Events on this site must be reserved by and obtain approval from the City Manager or his or her designee, prior to scheduling any events.

(h) Docks. City shall provide two (2) thirty-six feet (36) docks and one forty (40) feet dock at the Marina to the Manager at no cost, for the term of this Agreement, provided however, Manager shall not lease or charge any fees or rents for said docks as transient and/or seasonal dockage.

Section 5. Payment Agreement. The parties agree that the City shall receive the first \$10,000.00 in revenue from the operation and management of the Marina. The next \$35,000.00 in revenue shall be that of the Manager. Any revenue after \$45,000.00 shall be split equally 50/50 between the City and the Manager. Expenses or other costs shall not be used as a setoff in determining revenue.

Section 6. Right to Inspect Finances. The Manager shall keep orderly and accurate financial records/reports for all transactions related to the Marina. The City Manager, or his representative, shall have the unfettered right to inspect the accounting/financial records ("books") to determine accuracy of the financial activity pertaining to management of the Marina. Said inspect shall be conducted at a reasonable time of day.

Section 7. Insurance. Manager shall procure and maintain comprehensive general liability insurance against any liability for injury or death to persons or damage to property occurring in, on, or about the premises in the amount of One Million Dollars (\$1,000,000)

(combined single limit bodily injury and property damage). The policy shall name the City as an Additional Insured.

Section 8. Indemnification. Manager shall, notwithstanding any insurance obtained by the Manager for protection of City, indemnify and save the City harmless, and defend the City from and against any and all liability, fines, suits, claims, demands, actions, costs and expenses of any kind or nature or by anyone whomsoever (including, without limitation, reasonable attorneys' and consultants' fees), that may arise from the negligence of, or gross misconduct of, Manager, Manager's agents, or Manager's employees in the performance of its obligations under this Agreement.

Section 9. Food Service Operations and Facilities. Manager and City acknowledge and agree that the Marina operation provided for in this Agreement is separate from, but complementary to, food services provided at the Marina. Manager acknowledges that the restrooms, office and storage space located in the Marina Building are for the use of the Manager but in using those facilities, Manager shall not interfere with food service operations. Notwithstanding anything to the contrary in this Section, Manager and City acknowledge and agree that the manager of the food services and its customers shall have access to the restroom facilities in the same manner as the general public.

Section 10. Term. The term of this Agreement shall be from January 1, 2022 through December 31st, 2022. This Agreement may be extended with an option of a one (1) year renewal, which may include the negotiation of new pricing, upon the City's discretion.

Section 11. Public Access. Manager acknowledges that it is the express intent of the City to allow lawful public access to all permitted areas of the Marina, with the exception of the office space. However, Manager shall ensure that no boats are stored in the parking lot. Manager shall ensure oversized vehicles and boat trailers park in the Shelby Street Overflow Parking lot.

Section 12. Order of Precedence of Documents. In the event of a conflict between the RFP, the Proposal, and the provisions of this Agreement, this Agreement will control. Otherwise, the terms of the RFP and Towboat Marine, LLC's Proposal shall govern the parties' relationship, each incorporated by reference herein, in the following order of precedence: (1) the City's RFP, including all and Addenda thereto, attached hereto as Exhibit "B " and (2) Towboat Marine, LLC's Proposal, including all Addenda thereto, attached hereto as Exhibit "C."

Section 13. Assignment. This Agreement may not be assigned by either party without the written consent of the other party.

Section 14. Entire Agreement. This Agreement contains the entire understanding and agreement of the parties concerning the matters contained herein, and supersedes and replaces any prior or contemporaneous oral or written contracts or communications concerning the matters contained herein.

Section 15. Termination. The City may terminate this Agreement at any time for any reason by giving at least thirty (30) days' notice, in writing, to the Manager.

Section 16. Forum Selection. The Parties agree that this agreement shall be governed by and construed in accordance with the laws of the State of Ohio. Parties further agree that any dispute arising under this agreement shall be raised in any proper court whose jurisdiction is Erie County, Ohio.

Section 17. Capital Improvements. The Manager shall not make any capital improvements to the Marina without the express written approval from the City.

Section 18. Severability. If it shall be determined at any time by a Court of competent jurisdiction that the provisions of any Paragraph hereof are invalid or otherwise not binding on either or both of the parties hereto, such determination shall not be construed to affect or impair the rights conferred, or the obligations imposed, by the remaining provisions of this contract.

IN WITNESS WHEREOF, the City and the Manager have each caused their duly authorized representatives to execute this Agreement as of the date aforesaid.

SIGNATURE PAGES TO FOLLOW

CITY OF SANDUSKY, OHIO

By: _____

Eric Wobser, City Manager

TOWBOAT MARINE, LLC

By: _____

James Kennedy, Owner, Operations
Manager and Captain

The legal form of the within instrument
is hereby approved.

By: _____

Sarah S. Chiappone #0101179
Assistant Law Director

Date: _____, 2021

CERTIFICATE OF DIRECTOR OF FINANCE

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

Michelle Reeder, Director of Finance

Proposed Rate Ranges for 2022 :

Seasonal Rate Ranges

30' Dock \$ 1950.00

36' Dock \$ 2600.00

40' Dock \$ 2850.00

Jet Ski on Jet Ski Dock \$ 750.00

Jet Ski in Water/ No Jet Dock \$525.00 (must be a seasonal slip holder to qualify, Jet Ski must be in same slip as bigger boat)

Second Small Boat (Dingy / Tender) only Seasonal Slip Holders (No Power) \$ 750.00-825.00
(Limited space or same slip)

4 Hour - Transient Dock Rate Ranges

4 Hour Transient \$ 15.00 CASH \$18.00 CREDIT CARD
(Rates have not been changed since Marina opened in 2013)

4 Hour Transient \$ 20.00 CASH \$25.00 CREDIT CARD
(Power, Water and Pump Out)

4 Hour Transient Jet Ski \$ 5.00 CASH \$7.00 CREDIT CARD
(less than 12' / 3 Seater & less, in designated area)

Overnight Rate Ranges

Overnight \$ 1.75 CASH per foot / per night \$2.00 CREDIT per foot / per night
Check-out NOON

Overnight Jet Ski \$ 15.00 per night (remove weekly & 10 day rate)

**REQUEST FOR PROPOSALS
City of Sandusky
Operation of the Paper District Marina**

Issued by:
The City of Sandusky, Ohio

Issued:
Tuesday, September 21, 2021

Contact Person:
Aaron M. Klein, P.E.
c/o Department of Public Works
240 Columbus Ave
Sandusky, OH 44870
Phone: (419) 627-5829
Fax: (419) 627-5933
email: mstookey@ci.sandusky.oh.us

Proposals Due:
Friday, October 8, 2021 at 1:30pm



The City of Sandusky reserves the right to reject any or all Proposals, to waive informalities, or to accept any Proposal which it deems most favorable to the City of Sandusky

City of Sandusky
Operation of the Paper District Marina
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SECTION I. NOTICE TO PROPOSERS

LEGAL NOTICE

REQUEST FOR PROPOSALS

Proposals for the City of Sandusky **“Operation of the Paper District Marina”** must be received in the office of the Department of Public Works, 240 Columbus Ave, Sandusky, OH 44870, to the attention of Aaron M. Klein, P.E., no later than 1:30pm on Friday, October 8, 2021.

Proposal packages shall be submitted with one original in sealed envelope labeled **“Operation of the Paper District Marina”**. These Proposals are to be sent or delivered to:

Aaron M. Klein, P.E.
c/o Department of Public Works
240 Columbus Ave
Sandusky, OH 44870
Phone: 419-627-5829
Fax: 419-627-5933
email: mstookey@ci.sandusky.oh.us

Correspondence shall include contact name, address, telephone, fax, and email information.

Copies for the Request for Proposals (RFP) can be downloaded from the City of Sandusky’s web site at www.ci.sandusky.oh.us, or if you prefer a hard copy, please contact Megan Stookey, at mstookey@ci.sandusky.oh.us or (419) 627-5878.

All questions must be submitted in writing and may be emailed to: Recreation Superintendent, Jason Werling at jwerling@ci.sandusky.oh.us. Any questions submitted and answers thereto, clarifications or Request for Proposals amendments shall be distributed to those parties that requested or have been sent an original RFP. Last day for questions shall be 8:00am on Monday, October 4, 2021.

All proposals must be received on time and in full compliance with the instructions contained in the RFP. The City of Sandusky reserves the right to reject any and all Proposals, and to withdraw this solicitation at any time.

The City of Sandusky reserves the right to waive any informalities or irregularities in any of the Proposals received and to award to the offeror whose proposal best meet the needs of the City of Sandusky.

Please publish on: September 21 & 28, 2021
Approved by: Eric L. Wobser, City Manager

II. Procurement Process, Timeline and Deadlines

This Request for Proposals is being issued by the City of Sandusky. The primary contact for all communications regarding this Proposal shall be done through email with the Recreation Superintendent, Jason Werling at jwerling@ci.sandusky.oh.us with a last day for questions being Monday, October 4, 2021.

All private, for-profit, non-profit and public entities shall be eligible to submit Proposals for this work.

The Request for Proposals shall be available upon Tuesday, September 21, 2021, and publicized as follows:

- On the City of Sandusky Website at <http://www.ci.sandusky.oh.us>
- Published as Legal Notice in the Sandusky Register September 21 & 28, 2021

The Request for Proposals shall be available upon request in the following formats: hard copy (paper) **and** electronic email (Adobe Acrobat *.PDF format). The Request for Proposals shall be distributed as requested by the aforementioned eligible Proposer/Contractors. Requests for the Request for Proposals shall be made to the Department of Public Works. All requests shall include the Request for Proposals format preference (hard copy or electronic email), complete contact information of person making the request, including email address and fax number.

The final date and time for inquiries regarding this Request for Proposals shall be Monday, October 4, 2021, 8:00am. The City of Sandusky shall issue responses to all inquiries to all entities that have requested or have been sent an original RFP.

The Proposals shall be due no later than 1:30pm on Friday, October 8, 2021. Proposals received after that date and time will not be accepted. Cost Proposal packages shall be submitted as outlined in Section VI. Proposal Submittal and Format. The Proposals shall be sent to:

Aaron M. Klein, P.E.
c/o Department of Public Works
240 Columbus Ave
Sandusky, OH 44870
Phone: (419) 627-5829
Fax: (419) 627-5933
email: mstookey@ci.sandusky.oh.us

Proposer/Contractor bears total responsibility for ensuring their proposal is complete and arrives on time.

Proposals received by Fax will not be considered.

Proposer/Contractor shall comply with each and every requirement of this RFP to be considered responsive.

The Proposals shall be reviewed by a committee following the Request for Proposals due date and time. The selected finalists shall be established based on the Rating Scale as defined in Section VII. Evaluation of Proposals.

EXHIBIT "1"

Specific Project Timeline

September 21 & 28, 2021 Advertise in the Sandusky Register that the City of Sandusky is accepting Proposals and the Request for Proposals/Specifications packets are available. Document will be posted on the City's Website.

October 4, 2021 at 8:00 a.m. (EST) Last day to submit questions and clarifications regarding the Request for Proposals.

October 8, 2021 at 1:30pm Deadline for submittal of Proposals to the City of Sandusky.

October 8 – 22, 2021 Review and evaluate proposals to formulate the top three Proposer/Contractor. Demonstrations may be requested during this time.

November 8, 2021 Agreement will go to City Commission for approval.

EXHIBIT "1"

III. OVERVIEW

The City of Sandusky desires to contract with a vendor to provide Operational services for the Paper District Marina Facility located at 611 West Shoreline Drive, within the City corporate limits. The facility consists of a transient marina, office, restrooms and grounds.

The marina grounds area consists a total of sixty-two (62) slips, eight (8) jet ski docks, one (1) pump out station and electrical/water hookups. With the marina there is an marina office location and restrooms. All facilities on the grounds are incorporated under this proposal, excluding Dockside Café.

The vendor shall be a qualified individual or business that meets the minimum specifications set by the City.

Proposals shall be delivered to 240 Columbus Ave, Sandusky, Ohio 44870.

The deadline for the submission of Proposals is 1:30pm on Friday, October 8, 2021.

EXHIBIT "1"

IV. SCOPE OF WORK FOR THE OPERATION OF THE PAPER DISTRICT MARINA & GROUNDS

A. Term of Service

The terms of this contract shall be for one (1) full calendar year from January to December, with an option one year renewal with negotiation of new pricing, upon the City's discretion.

B. City of Sandusky Obligations

- Utility costs associated with the facilities and docks shall be the responsibility of the City for normal operational services.
- During the summer operational season of April 1st to October 31st, the City shall contract with a refuse hauler to supply the facility with a one (1) 4Yard Dumpster and two (2) toters, being serviced three (3) days a week.
- During the winter season the City will not provide refuse service, as public use of the facility is minimal.
- Any larger infrastructure repairs or improvements to the facilities, not directly attributed to negligence of the operator shall be the responsibility of the City.
- The green space on the property shall be maintained by City staff on regular scheduled basis.

C. Operator Obligations

- Any trash services outside of what the City offers at the facility shall be the responsibility of the respondent. (There is no trash or recycling services offered between 11/1 and 3/31.
 - 2022 Refuse Collection Schedule 4/1 thru 10/31
 - Refuse Collection: M,W,F & Sa
 - Recycling Collection: M & F
- The operator shall be required to market, manage and operate the Marina facility.
 - Marketing of the marina facility includes, but not limited to, publications and our flyers at area recreational facilities, advertisement of rates prior to start of season through means of radio and/or social media outlets.
 - Management of the facility shall include, but not limited to, staffing the facility with adequate staff to offer proper marina services associated with docking, pump station, janitorial duties, cleaning and maintenance.
 - Again, provide adequate staff for the booking keeping services of the facility, as the operator is responsible for collecting all dock fees generated.
 - The dock rate structure and terms for dockage shall be mutually agreed upon between the Operator and the City.
- It is imperative that the operator keep all grounds free of litter, especially around the water, as the bay/lake are our greatest asset and we need to do our part in keeping it clean.

EXHIBIT "1"

- It will be the operator's responsibility to remove, install and/or maintain any docks or jet ski slips.
- Maintenance of the office and restroom facility is imperative as these are both considered public spaces, and shall be kept up with.
 - Maintenance of the restroom facility shall consist of, but not limited to, keeping all paper products fully stocked and a daily cleaning schedule.
- Maintain all planted and landscaped areas free of weeds, planting of new plants (which with coordination with the City's greenhouse may be supplied by the City with the available stock).
- Keep the parking lot and dumpster enclosure clear of any debris and litter. This may consist of occasionally pressure washing the grounds to keep them clean of any staining liquids or oils.

D. Public Access

The public shall have full and complete access to all portions of the premises with the exception of inside the office space, which the operator may house staff and equipment used for operation.

However, it should be clear that there shall not be any boat storage in the parking lot area. Any oversized vehicles or boat trailers shall use the Shelby Street Overflow Parking Lot next to the Shelby Street Boat Launch Facility.

E. Liability and Insurance

Successful respondent shall be required to supply and keep in force during the contract period:

- Comprehensive public liability insurance against any liability for injury or death to persons and/or damage to property occurring in, on or about the premises in the amount of \$1,000,000.00 (combined single limit bodily injury and property damage). Policy shall list the City of Sandusky as an insured.
- Successful respondent shall hold the City of Sandusky harmless against damage done to the equipment, premises, or any municipal facilities due to the operation of the facility or acts of operator's agents or employees.

F. Background Check

Successful respondent may be required to execute the proper authorization allowing the City to perform a complete criminal background check and credit history. This requirement shall be at the sole discretion of the City. At a minimum, the Respondent shall submit a list of five (5) references that can be checked.

G. Billing

The Proposer/Contractor shall submit an invoice by the tenth (10th) day after delivery. The invoice should reflect the product details billed for. When there is a dispute to the amount owing with respect to any invoice for payment submitted, the amount in dispute shall, at the City's election, remain in or be placed in an interested-bearing account of the City's choice pending resolution of the disagreement. The Proposer/Contractor shall be paid any amounts due that are not in dispute within thirty (30) days from the close of the calendar month in which the invoice is submitted.

EXHIBIT "1"

SECTION VI. PROPOSAL SUBMITTAL AND FORMAT

The Proposals shall be submitted in hard copy. Electronic copies via e-mail or on disk, and in Adobe Acrobat (*.PDF) format) may also accompany, but may not substitute for, the hard copy.

Proposer/Contractor bears total responsibility for ensuring their proposal is complete and arrives on time.

Proposals received by Fax will not be considered.

Proposer/Contractor shall comply with each and every requirement of this RFP to be considered responsive.

All original signatures shall be in BLUE OR BLACK ink. If space provided is insufficient for response, attach additional sheets to the forms, clearly referencing such sheets back to specific points addressed in the forms.

The contents of the Proposals shall not be altered or embellished by any Proposer/Contractor as the same bears on the submission of a full, complete, and responsive Proposal. The City may amend and correct the RFP before Proposals are due.

All Proposals are to be full and complete and reflect the specifications set forth in this RFP, as amended and corrected by the City, and shall include all required plans, programs and policies.

The City reserves the right to reject any or all Proposals, to waive informalities, or to accept any Proposal that is deemed most favorable to the City. The City reserves the right to extend the due date of the RFP should it become in the best interest of the City to do so.

The City reserves the right to reject any Proposal that exceeds the City's ability to fund the project. *Unit costs are expected to be as low as possible and practical, and to reasonably reflect operating conditions in this part of Ohio.*

Sealed proposals may be withdrawn prior to the opening of the proposals in person by a Proposer/Contractor or his/her authorized representative, by signing a receipt for the proposal.

After the opening of proposals, a Proposer/Contractor may withdraw his/her proposal from consideration in accordance with Ohio Revised Code Section 9.31 if the price bid was substantially lower than other proposals, providing the proposal was submitted in good faith, and was due to a clerical mistake as opposed to a judgment mistake. Notice of a claim of right to withdraw proposal shall be made in writing and filed with the

Department of Public Works within two (2) business days after the date of the opening of the proposals.

Sealed Proposals shall be opened publicly at 1:30pm on Friday, October 8, 2021, in the Commission Chambers located at City Hall, 240 Columbus Ave, Sandusky, OH 44870.

The contract shall be awarded on the basis of lowest and best proposal as defined by Ohio Revised Code Section 721.15(B) that conforms to the specifications of this Request for Proposals.

The RFP and all proposals, documents and other information, unless confidential, proprietary or a trade secret, concerning the RFP process shall be open to public inspection upon award of a contract. Any requests by Proposer/Contractor for nondisclosure of confidential or proprietary information or trade secrets or assertions by Proposer/Contractor that information in its proposal, or the entire proposal, is confidential, proprietary or a trade secret shall be examined by the City to determine the validity of the request or assertion. Proposer/Contractor requests or assertions shall be in writing. If the parties do not agree, the Proposer/Contractor shall be informed in writing by the City regarding what portions of the proposal shall be disclosed. Proposer/Contractor may withdraw its proposal at any time prior to award of a contract.

Questions, Changes, and Clarifications

To facilitate the clarification of requirements, Proposer/Contractors are requested to submit questions in writing no later than Monday, October 4, 2021 at 8:00 a.m. (EST), to: Jason Werling at jwerling@ci.sandusky.oh.us.

If it becomes evident that the Request for Proposals must be amended, the City of Sandusky will issue a formal written amendment to all known prospective Proposer/Contractors.

The Request for Proposals, as amended and corrected, and the Proposals with incident and accompanying Proposals, as amended and corrected, shall constitute the entire agreement between the City and the successful Proposer. There shall be no verbal agreements.

Entire agreement: By submitting a Proposal, the Proposer/Contractor acknowledges that it has read the RFP, understands it, and agrees to be bound by its requirements, terms and conditions.

The City will work with the Proposer/Contractor to develop a simple, mutually-agreeable contract compatible with this RFP. The Proposer/Contractor further agrees that the final contract entered into between the parties shall be, as outlined in this RFP, the complete and exclusive statement of the agreement between the parties and that it shall supersede all Proposals, oral or written, and all other communication between the parties in relation to the subject matter of the contract. The contract may be modified

only in writing, signed by the Proposer/Contractor and City. The City reserves the right to disqualify any Proposals that take exception to or limit the rights of the City under the requirements, terms, and conditions of this RFP. Furthermore, by providing the City with a Proposal based on this RFP, the Proposer/Contractor expressly warrants that the Proposer shall fulfill the requirements of this RFP.

The RFP, as amended and corrected, and the Proposal, as amended and corrected, shall constitute the entire agreement between the City and the successful Proposer/Contractor. There shall be no verbal agreements.

The intent of the RFP and the contract stemming therefrom is to include all items necessary for the proper execution and completion of the work by the successful Proposer/Contractor. The entire RFP and the contract stemming therefrom are complementary, and what is required by one shall be as binding as if required by all. Performance by the successful Proposer/Contractor shall be required only to the extent consistent with the RFP and the contract stemming therefrom and those obligations and requirements that may be reasonably inferred from them all as being necessary to produce the intended results.

If a simple, mutually agreeable contract cannot be developed, the City will work with the second ranked Proposer/Contractor to develop a contract.

Legal authority: Each Proposer/Contractor represents that it possesses the legal authority to enter into a contract with the City. The Proposer/Contractor shall certify that pursuant to Ohio Revised Code Section 9.24, no unresolved finding for recovery issued by the auditor of state is pending against it.

VI. EVALUATION OF PROPOSALS

A selection committee will review and analyze each response. The Service Proposals will be opened first on October 8, 2021, and analyzed October 8 – 22, 2021.

A description of the evaluation criteria is below, and explains the basis for rating each Proposal. The Proposals shall be evaluated on a technical basis prior to being evaluated on a cost basis. The most technically qualified Proposer/Contractors shall be evaluated on a cost basis, with a decision on successful Proposer/Contractor being made.

The committee shall select no more than three Proposer/Contractors to demonstrate their products if the City deems necessary for demonstrations. Interviews and/or negotiations may be conducted with the top three Proposer/Contractors which meet the minimum requirements, and have the highest evaluation score. If demonstrations are requested, the City shall award a contract to the responsible Proposer/Contractor whose proposal is most advantageous with price and other factors considered. In determining which proposal is most advantageous, the City shall award to the Proposer/Contractor whose proposal offers the greatest business value to the City of Sandusky based upon an analysis of a tradeoff of qualitative technical factors and price/cost to derive which proposal represents the "best value" to the City of Sandusky.

Evaluation Procedures:

(A) The Contract will be awarded to the lowest and best Proposer/Contractor as determined in the discretion of the City or all proposals will be rejected in accordance with the following procedures:

1. In determining which Proposer/Contractor is the lowest, the City shall consider the Base Proposal and any Alternate or Alternates which the City determines to accept. Substitutions shall not be considered.
2. The total of the proposals for the accepted Alternate(s) shall be added to or deducted from the Base Bid, as applicable, for the purpose of determining the lowest Proposer/Contractor.

(B) A Proposer/Contractor for a Contract shall be considered responsive if the Proposer/Contractor's proposal to the Contract Documents in all material respects and contains no irregularities or deviations from the Contract Documents which would affect the amount of the proposal or otherwise give the Proposer/Contractor a competitive advantage.

1. A Proposer/Contractor may be required to furnish samples and a complete statement of the origin, composition and manufacture of any or all materials to be used for the Work. A Proposer/Contractor may be rejected as nonresponsive for failure to provide requested

samples or if samples fail to demonstrate that materials are of sufficient quality or fitness for the Work.

2. If the lowest Proposer/Contractor is not responsive, such Proposer/Contractor shall be notified in writing by certified mail of the finding and the reasons for the finding.

(C) In determining whether a Proposer/Contractor is best, factors to be considered will or may include, without limitation:

1. Preferences required by law, where applicable;
2. The financial condition of the Proposer/Contractor;
3. Compliance by the Proposer/Contractor and related Persons with ethics laws;
4. The facilities of the Proposer/Contractor;
5. The experience of the Proposer/Contractor;
6. The conduct and performance of the Proposer/Contractor on previous contracts, which shall include, without limitation, compliance with prevailing wage laws and equal opportunity requirements;
7. The management skills of the Proposer/Contractor;
8. The ability of the Proposer/Contractor to execute the Contract properly;
9. The evaluation of a proposal below the median of other bids.
10. Any additional information requested at the time of submittal Proposals

Written notice of a contract award shall be provided to all Proposers and shall be made available to the public.

(D) The review committee shall obtain from the lowest and best Proposer/Contractor any information the Authorized Representative deems appropriate to the consideration of factors showing that such Proposer/Contractor's proposal is best, including without limitation the following:

1. Overall experience of the Proposer/Contractor, including number of years in business under present and former business names;
2. Brief listing of ongoing and completed public and private service contracts of the Proposer/Contractor in the last three years, including the nature, status and value of each contract and a name, address, and phone number for a representative of the owner of each related project;
3. Complete list of all Subcontractors and Material Suppliers;
4. Current Ohio Workers' Compensation Certificate;

(E) If the lowest responsive Proposer/Contractor is best, the Contract shall be awarded to such Proposer/Contractor unless all bids are rejected.

(F) If the lowest responsive Proposer/Contractor is not best, and all proposals are not rejected, the City shall follow the procedures set forth in subparagraphs (C) above, with each next lowest responsive Proposer/Contractor until the Contract is awarded, all proposals are rejected or all responsive Proposer/Contractors are determined to be not best.

(G) The review committee may obtain the information described in subparagraph (D) from several Proposer/Contractors simultaneously, but shall review each Proposer/Contractor's information separately and not comparatively.

(H) Each Proposer/Contractor shall provide requested information within such time limits as the review committee shall establish.

Rejection of Proposal:

The City reserves the right to reject any and all proposals where the Proposer/Contractor takes exception to the terms and conditions of the RFP or fails to meet the terms and conditions, including but not limited to, standards, specifications, and requirements as specified in the RFP.

The City reserves the right to reject in whole or in part, any and all proposals where the City, taking into consideration factors including but not limited to, price and the results of the evaluation process, has determined that award of a contract would not be in the best interest of the City.

The RFP may be canceled and/or reissued by the City, in whole or in part, when:

1. The supplies and/or services offered are not in compliance with the requirements, specifications, and terms and conditions set forth in the RFP; or
2. Pricing offered is considered to be excessive in comparison with existing market conditions or exceeds the available funds of the City; or
3. It is determined that award of a contract would not be in the best interests of the City.

Written notice of a contract award shall be provided to all Proposers/Contractors and shall be made available to the public.

EVALUATION CRITERIA
Operation of the Paper District Marina Facility

Evaluation Factors	Max. Points	Score
Exhibits Past Experience with Operation of Similar Facilities	40	_____
Availability and Ability to to keep facility operating and staffed throughout season	30	_____
Proposal & Qualifications (Proposal is organized and responsive to all areas contained in the RFP, Qualifications per section VIII)	30	_____
TOTAL	100	_____
Total Possible Points	100	

EXHIBIT "1"

SECTION VII. QUALIFICATIONS OF PROPOSER

Proposer/Contractor may be private for-profit corporations, private non-profit corporations, or public bodies. A Proposer/Contractor may be one entity or a group of entities operating as a joint venture or in other appropriate legal form.

Proposer/Contractors shall also discuss their understanding of and ability to:

- a) Establish and maintain an excellent working relationship with the City;
- b) Meet the needs of the City of Sandusky;
- c) Operate efficiently and knowledgeably in the City of Sandusky, Ohio, and service areas, as the service required by the contract necessitates.

The Proposer/Contractors shall demonstrate that their business or organization is financially stable and well managed, and fiscally and technically capable of providing service to the City of Sandusky.

Proposer/Contractors shall state if the organization has ever defaulted on a contract and if there are any legal actions currently against them or anticipated to be against them.

Proposer/Contractors shall state the recent history (within the last three years) of service provided to other similar agencies or large businesses.

Proposer/Contractors shall describe the qualifications of their organization, including proposed project staffing, experience with similar projects, reference contacts, and all brief listing of their top (5) clients over the past three years.

Each Proposer/Contractor shall provide a resume/work history of key personnel who it is anticipated shall be assigned to the City of Sandusky Portable Restroom and Service.

Each Proposer/Contractor shall submit a list of references (roughly three or more).

VII. SUBMITTAL FORMS

The following forms must be completed and submitted to be considered responsive for the purposes of this RFP. While it is not necessary to use the forms provided, any substituted or attached additional sheets must contain the requested information and be clearly marked for easy reference by the evaluation committee.

Submittal Checklist

Prior to submitting a proposal, Respondent should use the following checklist to ensure completeness of the submission package.

- _____ Proposal Form
- _____ Original proposal in Sealed Envelope
- _____ Organization Description, Experience History and Service References
- _____ Completed "Waiver and Release" regarding Sandusky City Income Taxes
- _____ Proof of Insurability
- _____ Any additional information respondent deems necessary to include that would better enable the City to evaluate his/her proposal

EXHIBIT "1"

Proposal Form

No alternatives, deletions or additions shall be made of this form as it may render the bid invalid. Alternative proposals can be submitted, where so designated within the bid proposal for review by the City, but of the understanding that the City of Sandusky has sole authority to consider or reject any alternative proposals.

Name of Organization: _____

Business Address: _____

Telephone Number

Other Phone

Other Phone

Fax

Email

Name and Title of Contact Individual for Further Information

EXHIBIT "1"

Legal Status of Organization: (Check one)

☐ For-profit corporation or joint venture corporation

☐ For-profit partnership or sole proprietorship

☐ Non-profit corporation Public agency Other (identify)

☐ Non-profit corporation Private agency Other (identify)

Attach your proposal with any additional information that was requested or that you feel necessary to help in the City's evaluation of your qualifications and proposed operation of the facilities.

Organization History

Has Respondent, or any officer or partner of respondent, failed to complete a contract?

Yes ____ No ____.

If yes, give details on separate sheet.

Is any litigation pending against Respondent or any officer or partner of Respondent's organization? Yes ____ No ____.

If yes, give details on separate sheet.

Experience History

List three similar contracts which the Respondent Organization has provided service under. Indicate current or recent, along with a contact person and phone number. If no, so state. Attach extra page(s) if necessary.

Municipality

Current or Recent

Contact Person/Phone No.

EXHIBIT "1"

Waiver and Release Form

In consideration of the review by the City of Sandusky, Ohio, of a contract proposal and bid submitted by the undersigned, and as a condition precedent thereto, the undersigned does hereby authorize and direct the release to administrative officers of the City of any and all information related to the current obligations of the undersigned to the City, including, but not by way of limitation, obligations under the City's income tax, hereby waiving any privilege, statutory or otherwise, as to the same, and releasing the City of Sandusky, Ohio, its officers, agents, and employees from any liability in relation thereto.

EXHIBIT "1"

BY: _____

DATE: _____

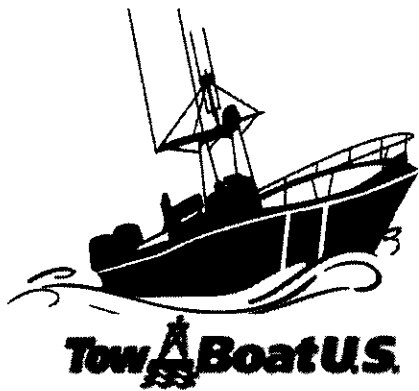
SIGNED IN THE PRESENCE OF:

Proof of Insurability:

Required to supply and keep in force during the contract period:

- Comprehensive public liability insurance against any liability for injury or death to persons and/or damage to property occurring in, on or about the premises in the amount of \$1,000,000.00 (combined single limit bodily injury and property damage). Policy shall list the City of Sandusky as an insured.
- Successful respondent shall hold the City of Sandusky harmless against damage done to the equipment, premises, or any municipal facilities due to the operation of the facility or acts of the operator's agents or employees.

EXHIBIT "1"



Towboat Marine LLC

Sandusky, Ohio 44870 ~ (419) 627-8634

towboatmarine@gmail.com

10/1/21

City of Sandusky


240 Columbus Ave

Sandusky, Ohio 44870

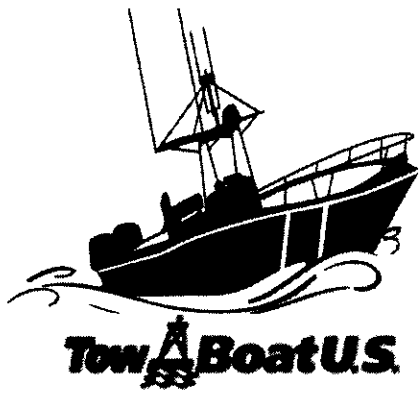
RE: RFP for Paper District Marina 2022

The following attached documents are the RFP for the Operation of the Paper District Marina. Our company "Towboat Marine" (DBA Lake Erie Towing) has been operating the marina for the City since April of 2016. The marinas revenues have grown since our first year and have been consistent with the number of docks. Our company & employees are well trained in the maritime industry and deal with various situations at the marina. The marina is a great fit for both of us and we look forward to continuing working for the City of Sandusky. Our Primary Residence is across the street from the Paper District Marina on Water Street and our Towboat US Operations Facility is located 3 blocks from marina also on Water Street, with access to all of our equipment to operate marina efficiently. We have taken the past 5 years to fine tune the operation and utilized everything we have to offer to benefit the City and to continue to welcome boaters into downtown Sandusky.

Please consider our proposal so we can continue this great relationship.


James F Kennedy

Towboat Marine / TOWBOAT US Sandusky



Towboat Marine LLC

Sandusky, Ohio 44870 ~ (419) 627-8634

towboatmarine@gmail.com

Contact Information

Re: Names/ Place of Resident Info. / Business Location Info.

Company / Corporation

Towboat Marine LLC / TOWBOAT US Sandusky (DBA previous Lake Erie Towing)

1020 W. Water Street

Sandusky, Ohio 44870

Phone: 419-627-8634

EXHIBIT "1"

Owner / Operations Manager/ Captain

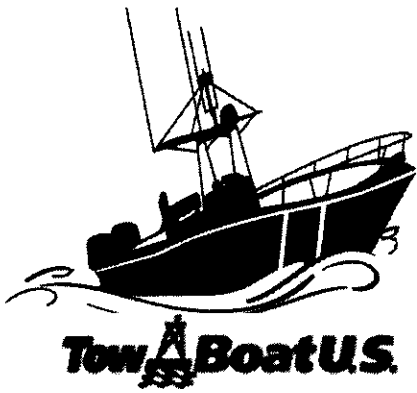
James F. Kennedy

415 W. Water Street

Sandusky, Ohio 44870

Phone: 419-366-1655

Marina Email: paperdistrictmarina@gmail.com



Towboat Marine LLC

Sandusky, Ohio 44870 ~ (419) 627-8634

towboatmarine@gmail.com

Marketing Strategy

TBM will continue to network with boaters by welcoming them into downtown to enjoy everything the amenities the city has to offer.

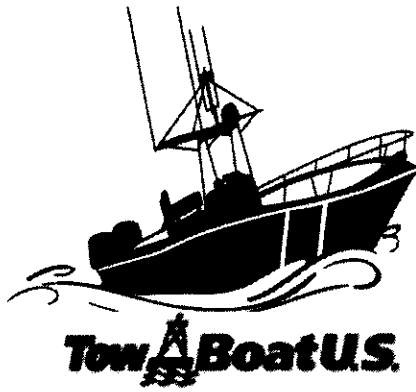
TBM will continue to utilize the Social Media platform which is already in place through Facebook.

TBM will continue to network with local marinas and make decisions which best fits the growth of downtown by continuing to promote the Sandusky Waterfront

TBM will continue to utilize our connection through TOWBOAT US such as the “Life Jacket Loaner Program” to keep the Paper District Marina on the Map with our a well know national organization.

TBM will continue to stay in touch with Federal, State & Local Agencies to work with them on Safe Boating and to continue the PDM as a safe destination.

TBM will continue to focus on the “Overnighter Market” by spreading the word to come stay the evening at the marina and enjoy everything Sandusky has to offer. TBM has formed a great relationship with quite a few groups / boating clubs from other areas of Lake Erie. Overnighters come in for weekend visits and by continuing this connection with overnighters is a great benefit for revenue.



Towboat Marine LLC

Sandusky, Ohio 44870 ~ (419) 627-8634

towboatmarine@gmail.com

Past Revenue 2019, 2020, 2021

Here is the 2019 info

Paper District Marina Receipts: \$ 107,000.00

Paper District Marina - 4 Hours Transient : 3037 Boats

Paper District Marina - Overnight Transient : 540 Boats

Paper District Marina - Seasonal Docks: 24 Boats

Paper District Marina - Seasonal Jet ski : 6 Boats

EXHIBIT "1"

Here is the 2020 info

Paper District Marina Receipts: \$ 118,300.00

Paper District Marina - 4 Hours Transient : 3724 Boats

Paper District Marina - Overnight Transient : 337 Boats

Paper District Marina - Seasonal Docks: 27 Boats

Paper District Marina - Seasonal Jet ski : 8 Boats

Here is the 2021 info (As of October 3, 2021)

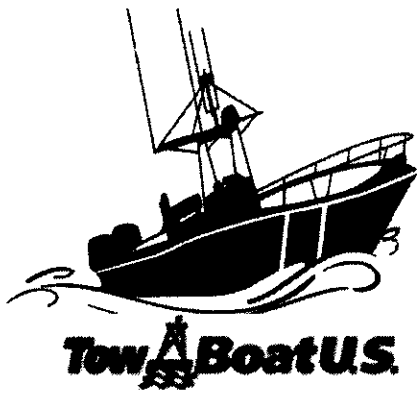
Paper District Marina Receipts: \$ 121,000.00

Paper District Marina - 4 Hours Transient : 3491 Boats

Paper District Marina - Overnight Transient : 431 Boats

Paper District Marina - Seasonal Docks: 27 Boats ***Waiting List***

Paper District Marina - Seasonal Jet ski : 8 Boats ***Waiting List***



Towboat Marine LLC

Sandusky, Ohio 44870 ~ (419) 627-8634

towboatmarine@gmail.com

References for PDM

1. Judge - Tygh Tone - Erie County Judge

419-239-8542

2. Michael Young - Cedar Point Marina, Assistant Manager

419-370-9005

3. Jake Dunfee - Owner, Shrock's Marina / Rescue marine

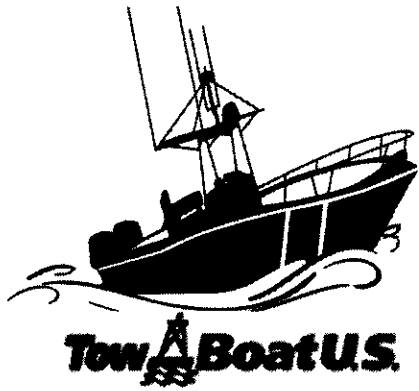
419-341-0048

4. Supervisor Brett Trump - ODNR Watercraft Sandusky

567-356-0009

5. CO Bryce Adams - US Coast Guard Marblehead

252-241-8046



Towboat Marine LLC

Sandusky, Ohio 44870 ~ (419) 627-8634

towboatmarine@gmail.com

Proposed Rates for Future Starting in 2022

Seasonal Rates

30' Seasonal Dock	\$1,950.00
36' Seasonal Dock	\$2,600.00
40' Seasonal Dock	\$2,850.00
Jet Ski on Jet Dock	\$ 750.00 *** Increased due to a waiting list***
Jet Ski in water	\$ 525.00 per jet ski

Propose Raising the Seasonal Docks from 27 to 34 plus the 3 docks for TBM

4 Hour - Transient Dock Rates

4 Hour Transient - No Power & Water Cash - \$ 15 .00 Credit Card - \$ 18.00

*****Rates has Not been Changed since Marina Opened in 2013*****

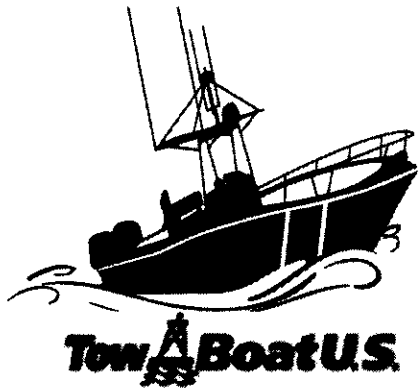
4 Hour Transient - Power & Water	Cash - \$ 20.00	Credit Card - \$ 25.00
4 Hour Transient Jetski	Cash - \$ 5.00	Credit Card - \$ 7.00

Overnight Rates (Check-out Noon)

Overnight	Cash - \$ 1.75 per foot / per night
	Credit Card - \$ 2.00 per foot / per night
Overnight Jet Ski less than 12'	Cash - \$ 15.00 per night
	Credit Card - \$ 16.00 per night

*****Propose a Weekly Rate outside of Mem. Day & Labor Day, to be determined**

*****Request that Rates be evaluated and adjusted each spring**



Towboat Marine LLC

Sandusky, Ohio 44870 ~ (419) 627-8634

towboatmarine@gmail.com

Additional Information for Qualification

TBM currently holds the FCC license call sign WQB366 for the property to operate the marine radio to communicate with boaters

TBM will continue to keep the Recreational Department Informed about local issues with other marina such as “Electric Shock” and other safety concerns.

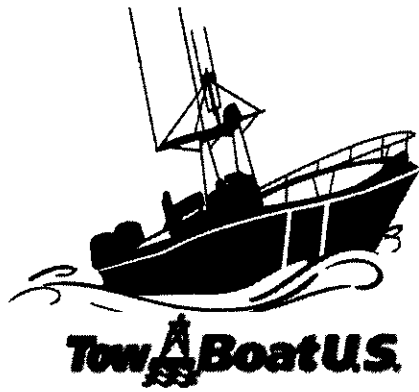
Attempts on our part will made to limit exposure of liabilities on the TBM & the City, by staying informed & knowing the facility. In June 2021 TBM met with SFD with a walk through of the facility, with training on shutting off power to docks

TBM has been operating the marina since 2014 with boat traffic and revenue increasing every season of operation

TBM will continue to be active in the Ohio Clean Marina Program and stay informed with the State of Ohio rules & regulations

TBM will continue to keep an eye of the facility in off hours during the evening and off season as we have done in the past

TBM has worked with the different department such as maintenance, water and even SPD in the best interest of the City to resolve various issues that arrive.



Towboat Marine LLC

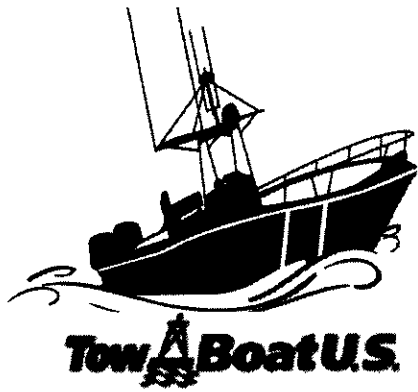
Sandusky, Ohio 44870 ~ (419) 627-8634

towboatmarine@gmail.com

Staffing Requirements

Crew Needed: We currently have in place the full / part time crew for the 2022 season. Some of our crew has been with us for years. We have a solid base of part-time dockhands which come in every weekend and do an excellent job for the marina. We have a long list of college students that fill the void during the busy summer months. Most of them return year after year and if schooling prevents them from helping us for the summer we fill the position and add to our great portfolio of part-timers. Our captains keep a good eye on the operating and help our with training. The following is a good base we utilize in training.

Crew Training: We will design a program based off of our On-Water Assistance / Towing Company. In this training program we will work with the crew, present & new hires in properly training everyone. We will stress the word "Safety" to all. One of our philosophies is: "Don't become part of a problem". Here are some of the following items we will focus on: safety issues, properly assisting boaters docking a boat, knot tying, collecting dock fees, & speaking with our guests / boaters with about where to go & what downtown has to offer.



Towboat Marine LLC

Sandusky, Ohio 44870 ~ (419) 627-8634

towboatmarine@gmail.com

Rate Proposal for the Paper District Management by Towboat Marine

Please note this rate schedule is almost identical to the past with some fine tuning. This slight adjustment has to do with the increase of pedestrian traffic in downtown due to the Bike Pathway, Jackson St. Pier and all the New Downtown Amenities the City has welcomed.

- 1. City get first 10,000.00 OR TBM Sub - Contracts a Professional Company to clean bathrooms 4- 7 times a week plus holidays, these funds will also be added to supplies such as Toilet Paper and Trash Bags. (this depends on quotes of cleaning company)**
- 2. TBM receives next \$ 35,000.00 (Same as Past Years)**
- 3. After the first \$ 45,000.00 in gross sales City & TBM will split the revenues 50/50 (same)**
- 4.TBM will also receive 3 Seasonal docks at no additional cost which is up and above the agreed upon Seasonal # of Docks**
- 5. Bathrooms - Cleaning and Stocking need to be Negotiated due to the increase of Pedestrian Traffic.**

*****Please note with an increase in the Rates on Transient Dockage this will help offset the expense of Professional Cleaning Company. An increase will also possible help with other Public bathrooms such as Jackson Street Pier, Shoreline Park and City Boat ramp.**

*****Also Note that with an increase in Rates on Transient Dockage, the additional funds will also be in raises to hourly employees, quality employees is very important to the success of the marina with a solid core of employees.**



**Bureau of Workers'
Compensation**

30 W. Spring St.
Columbus, OH 43215

Certificate of Ohio Workers' Compensation

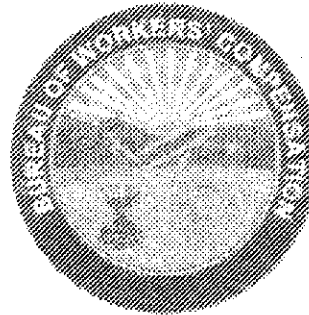
This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit www.bwc.ohio.gov, or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer
80049982

Period Specified Below
07/01/2021 to 07/01/2022

Towboat Marine, LLC
401 W SHORELINE DR UNIT 300 1/2
SANDUSKY, OH 44870-0910



www.bwc.ohio.gov
Issued by: BWC

Interim Administrator/CEO

You can reproduce this certificate as needed.

EXHIBIT "1"

Ohio Bureau of Workers' Compensation

Required Posting

Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol, marihuana or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol, marihuana or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.



**Bureau of Workers'
Compensation**

You must post this language with the Certificate of Ohio Workers' Compensation.



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

To: Eric L. Wobser, City Manager

From: Jonathan Holody, Community Development Director

Date: December 1, 2021

Subject: Commission Agenda Item – ED Fund Grant Agreement Amendment – Name One Yellowstone, LLC

Items for Consideration: Legislation approving a Grant Agreement Amendment with Name One Yellowstone, LLC for the purposes of furthering economic development efforts in the City.

Background Information: Name One Yellowstone, LLC is a real estate holding company that owns the building at 333 Washington Street, Sandusky, Ohio. Prior to being acquired by Name One Yellowstone, the property had sat vacant for over five years.

Name One Yellowstone, LLC is owned by three members of the Zimmerman family and led by its managing member, Brent Zimmerman. Mr. Zimmerman is the founder and Chief Executive Officer of Saucy Brewworks – a craft brewery and brewpub with locations in Cleveland and Columbus. Additionally, Mr. Zimmerman is a successful real estate developer having completed a variety of development projects in Northeast Ohio.

In early 2020, the Economic Development Incentive Committee (EDIC) recommended a grant in the amount of \$50,000 to Name One Yellowstone, LLC to support the redevelopment of the historic property into five transient rental units at a total cost of \$640,000. Due to the COVID pandemic's impact on the City finances, however, the grant amount had to be reduced to \$10,000 and the funds were never expended. The City also approved an Enterprise Zone tax abatement for the project in the amount of 75% for ten years.

Name One Yellowstone proceeded to begin the redevelopment project and subsequently expanded the project scope to include the development of nine transient units with a total investment of over \$2 million. The construction project includes extensive building modifications to meet safety requirements for the intended use, such as the installation of multiple new points of egress. The project also includes the construction of six off-street parking spaces.

In light of the City's improved financial condition, the replenishment of the Economic Development fund, and the expanded scope and impact of the development project, the EDIC recommended at its meeting on November 9, 2021 to restore the grant amount to \$50,000.

Budgetary Information: The City will be responsible for providing a total of \$50,000 in grant proceeds from the Economic Development Capital Projects Fund on a reimbursable basis. The project will have an ongoing positive impact on the general fund due to increased income and property taxes.

Action Requested: It is requested that the proper legislation be prepared to allow the City to enter into a Grant Agreement Amendment with the company. It is further requested that this legislation be passed in accordance

with Section 14 of the City Charter in order to immediately approve the Grant Agreement Amendment to ensure the timely completion of the project.

I concur with this recommendation:

Eric L. Wobser
City Manager

Jonathan Holody
Community Development Director

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

CERTIFICATE OF FUNDS

In the Matter of: Economic Development Grant- Yellowstone

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

Account # 431-4070-53000

By: _____



Michelle Reeder

Finance Director

Dated: 12/8/2021

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND APPROVING A GRANT IN THE AMOUNT OF \$50,000.00 THROUGH THE ECONOMIC DEVELOPMENT FUND PROGRAM TO NAME ONE YELLOWSTONE, LLC, IN RELATION TO THE PROPERTY LOCATED AT 333 WASHINGTON STREET, SANDUSKY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, Name One Yellowstone, LLC is a real estate holding company that owns the building at 333 Washington Street, Sandusky and is composed of three (3) related individuals of the Zimmerman family, led by its managing member, Brent Zimmerman who is the Chief Executive Officer of Saucy Brewworks – a craft brewery and brewpub with locations in Cleveland and Columbus and additionally is a successful real estate developer having completed a variety of development projects in Northeast Ohio; and

WHEREAS, Name One, Yellowstone LLC proceeded to begin the redevelopment of the property and subsequently expanded the project scope to include the development of nine (9) transient units with a total investment of over \$2 million and the project includes extensive building modifications to meet safety requirements for the intended use, such as the installation of multiple new points of egress and construction of six (6) off-street parking spaces; and

WHEREAS, in early 2020, the Economic Development Incentive Committee (EDIC) recommended a grant in the amount of \$50,000 to Name One Yellowstone, LLC to support the redevelopment of the historic property but due to the COVID pandemic's impact on the City finances, the grant amount was reduced to \$10,000.00 and the funds were never expended; and

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

WHEREAS, the Economic Development Incentive Committee met on November 9, 2021, and is recommending to approve a grant to Name One Yellowstone, LLC, in the amount of \$50,000.00, in accordance with the Economic Development Fund Program, to assist with improvement costs for the purpose of furthering economic development 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 Name One Yellowstone, LLC, for financial assistance through the Economic Development Fund Program for the purpose of furthering economic development efforts in the City, substantially in the same form as Exhibit "A", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Ordinance.

Section 2. This City Commission authorizes and approves the grant funding to Name One Yellowstone, LLC, in an amount **not to exceed** Fifty Thousand and 00/100 Dollars (\$50,000.00) from the Economic Development Capital Projects Fund of the City of Sandusky pursuant to and in accordance with the terms of the Grant Agreement.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: December 13, 2021

GRANT AGREEMENT

This Grant Agreement (the "Agreement") is made and entered into as of the _____ day of _____, 2021 between the CITY OF SANDUSKY, OHIO (the "City"), a municipal corporation and political subdivision duly organized and validly existing under the Constitution, its Charter, and the laws of the State of Ohio, and Name One, Yellowstone LLC ("the Company"), an Ohio Limited Liability Company.

WITNESSETH:

WHEREAS, the Company has purchased the property located at 333 Washington Street, Sandusky, Ohio 44870 and further identified as Permanent Parcel Number 56-01157 (the "Property"); and

WHEREAS, The Company intends to redevelop the Property into nine dwelling units to be used for transient occupancy at a total cost of over \$2,000,000.00 (the "Project"); and

WHEREAS, this Project represents a major investment that will thoroughly restore a historic building and increase short-term, overnight accommodations in the City of Sandusky; and

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

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

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

Section 1. City Grant.

The City agrees to grant up to \$50,000.00 in the form of an Economic Development Fund grant to the Company (the "City Grant") toward the costs of the Project, which shall be disbursed upon the completion of the Project. This City Grant shall be disbursed from the 2021 Economic Development Capital Projects Fund (the "Fund"). This City Grant will not increase if the applicant chooses to make additional improvements not contemplated in the grant application. The City reserves the right to make adjustments to the awarded grant amount, if recommended by the Economic Development Incentive Committee, for substantive changes to the project scope only. Construction must be done in accordance with and to the reasonable satisfaction of the City, which includes, but is not limited to, compliance with all Planning, Zoning and Building code regulations, and other applicable codes and regulations of the City, including obtaining permits. Furthermore, the Company agrees to display a sign during construction and for at least one (1) year upon completion of the Project noting the City's support; and

The Company shall notify the City promptly following the completion of the Project consistent with this Section and provide the City with any documents it reasonably requests related to Project costs and construction. The City shall then promptly review those documents and inspect the site and let the Company know if it has satisfied the conditions set forth in this Section and, if not, describe what is found

to be deficient. In order to receive the City Grant, the Project will need to be completed by December 31, 2022. This date may be extended at the discretion of the City Manager.

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

Section 2. Authority to Sign.

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

Section 3. Assignment or Transfer.

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

Section 4. Choice of Law.

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

Section 5. Binding Agreement.

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

Section 6. Miscellaneous.

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

- | | | |
|------|-----------------|--|
| (i) | TO THE CITY: | City Manager
c/o Director of Community Development
City of Sandusky, Ohio
240 Columbus Avenue
Sandusky, OH 44870 |
| (ii) | TO THE COMPANY: | Name One, Yellowstone LLC
1481 Lindazzo Avenue
Cleveland, Ohio 44114 |

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

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

SIGNATURES EXECUTED ON THE FOLLOWING PAGE

EXHIBIT "A"

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

NAME ONE, YELLOWSTONE LLC
An Ohio limited liability company

Title: Member

CITY OF SANDUSKY

Title: City Manager

EXHIBIT "A"

The legal form of the within instrument
Is hereby approved.

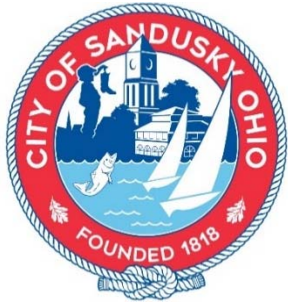
Director of Law
City of Sandusky

CERTIFICATE OF DIRECTOR OF FINANCE

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

Michelle Reeder, Finance Director

EXHIBIT "A"



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

To: Eric L. Wobser, City Manager

From: Jonathan Holody, Community Development Director

Date: December 1, 2021

Subject: Commission Agenda Item – ED Fund Grant Agreement – Everwild Spirits, LLC

Items for Consideration: Legislation approving a Grant Agreement with Everwild Spirits, LLC for the purposes of furthering economic development efforts in the City.

Background Information: Everwild Spirits, LLC was founded by Rick and Gia Lynch. The couple plans to open and operate the region's first craft bourbon distillery and tasting room at 212 Hancock Street, Sandusky, Ohio.

The couple purchased the subject building in October 2020. They have obtained the necessary federal permit to distill spirits and expect to produce 70 barrels of whiskey in the first year of production at the location.

The total development project is estimated to cost \$2.3 million. The project includes the full renovation of the existing building, the construction of an addition on the north side of the building, and the construction of a new parking lot and outdoor seating area. The City Commission approved an Enterprise Zone tax abatement for the project in the amount of 75% for ten years in May 2021.

Everwild Spirits will be a year-round destination experience. The redevelopment project is scheduled to be completed by Summer 2022. The company expects to have 16 full-time-equivalent employees within three years.

An Economic Development Fund grant in the amount of \$100,000 to support the construction project was recommended for approval by the Economic Development Incentive Committee at its meeting on November 9, 2021.

Budgetary Information: The City will be responsible for providing a total of \$100,000 in grant proceeds from the Economic Development Capital Projects Fund on a reimbursable basis. The project will have an ongoing positive impact on the general fund due to increased income and property taxes.

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

I concur with this recommendation:

Eric L. Wobser, City Manager

Jonathan Holody, Community Development Director

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

CERTIFICATE OF FUNDS

In the Matter of: Economic Development Grant- Everwild Spirits

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

Account # 431-4070-53000

By: _____

Michelle Reeder

Finance Director

Dated: 12/8/2021

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND APPROVING A GRANT IN THE AMOUNT OF \$100,000.00 THROUGH THE ECONOMIC DEVELOPMENT FUND PROGRAM TO EVERWILD SPIRITS, LLC, IN RELATION TO THE PROPERTY LOCATED AT 212 HANCOCK STREET, SANDUSKY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, Everwild Spirits, LLC was founded by Rick and Gia Lynch with plans to open and operate the region's first craft bourbon distillery and tasting room and develop the property located at 212 Hancock Street and; and

WHEREAS, the total development project is estimated to cost \$2.3 million and includes the full renovation of the existing building, the construction of an addition on the north side of the building, and the construction of a new parking lot and outdoor seating area; and

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

WHEREAS, the Economic Development Incentive Committee met on November 9, 2021, and is recommending to approve a grant to Everwild Spirits, LLC, in the amount of \$100,000.00, in accordance with the Economic Development Fund Program, to assist with improvement costs for the purpose of furthering economic development 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 Everwild Spirits, LLC, for financial assistance through the Economic Development Fund Program for the purpose of furthering economic development efforts in the City, substantially in the same form as Exhibit "A", a copy of which is attached to this Ordinance and is specifically incorporated as

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

Section 2. This City Commission authorizes and approves the grant funding to Everwild Spirits, LLC, in an amount **not to exceed** One Hundred Thousand and 00/100 Dollars (\$100,000.00) from the Economic Development Capital Projects Fund of the City of Sandusky pursuant to and in accordance with the terms of the Grant Agreement.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: December 13, 2021

GRANT AGREEMENT

This Grant Agreement (the "Agreement") is made and entered into as of the _____ day of _____, 2021 between the CITY OF SANDUSKY, OHIO (the "City"), a municipal corporation and political subdivision duly organized and validly existing under the Constitution, its Charter, and the laws of the State of Ohio, and Everwild Sprits, LLC ("the Company"), an Ohio Limited Liability Company.

WITNESSETH:

WHEREAS, the Company has purchased the property located at 212 Hancock Street, Sandusky, Ohio 44870 and further identified as Permanent Parcel Numbers 56-00265, 56-00264, and 56-00379 (the "Property"); and

WHEREAS, The Company intends to redevelop the Property into a craft bourbon distillery, tasting room and retail shop at a total cost of \$2,336,000.00 (the "Project"); and

WHEREAS, this catalytic Project will increase employment, adaptively reuse a currently vacant property and bring a new year-round attraction to the City of Sandusky; and

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

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

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

Section 1. City Grant.

The City agrees to grant up to \$100,000.00 in the form of an Economic Development Fund grant to the Company (the "City Grant") toward the costs of the Project, which shall be disbursed upon the completion of the Project. This City Grant shall be disbursed from the 2021 Economic Development Capital Projects Fund (the "Fund"). This City Grant will not increase if the applicant chooses to make additional improvements not contemplated in the grant application. The City reserves the right to make adjustments to the awarded grant amount, if recommended by the Economic Development Incentive Committee, for substantive changes to the project scope only. Construction must be done in accordance with and to the reasonable satisfaction of the City, which includes, but is not limited to, compliance with all Planning, Zoning and Building code regulations, and other applicable codes and regulations of the City, including obtaining permits. Furthermore, the Company agrees to display a sign during construction and for at least one (1) year upon completion of the Project noting the City's support; and

The Company shall notify the City promptly following the completion of the Project consistent with this Section and provide the City with any documents it reasonably requests related to Project costs and construction. The City shall then promptly review those documents and inspect the site and let the

Company know if it has satisfied the conditions set forth in this Section and, if not, describe what is found to be deficient. In order to receive the City Grant, the Project will need to be completed by December 31, 2022. This date may be extended at the discretion of the City Manager.

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

Section 2. Authority to Sign.

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

Section 3. Assignment or Transfer.

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

Section 4. Choice of Law.

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

Section 5. Binding Agreement.

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

Section 6. Miscellaneous.

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

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

(ii) TO THE COMPANY: Everwild Spirits, LLC
212 Hancock Street
Sandusky, OH 44870

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

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

SIGNATURES EXECUTED ON THE FOLLOWING PAGE

EXHIBIT "A"

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

EVERWILD SPIRITS, LLC
An Ohio limited liability company

Title: Member

CITY OF SANDUSKY

Title: City Manager

EXHIBIT "A"

The legal form of the within instrument
Is hereby approved.

Director of Law
City of Sandusky

CERTIFICATE OF DIRECTOR OF FINANCE

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

Michelle Reeder, Finance Director

EXHIBIT "A"



DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Joshua R. Snyder, P.E.

Date: December 7, 2021

Subject: Commission Agenda Item – City Service Center Repair and Restoration Project

ITEM FOR CONSIDERATION: Requesting legislation authorizing the expenditure of funds for roof, brick siding and masonry repair at the City Service Center 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.

BACKGROUND INFORMATION: The City Service Center facility, at 1024 Cement Avenue, a former box-warehousing building, was re-purposed in 2000, and has taken on minimal renovations through the duration of its life as a municipal service center. More recently the facility is seeing a number of roof leaks, exterior wall violations allowing moisture and winds into the building, missing mortar between cement blocks, a deficient gutter and downspout system that can't contain intense annual rainfalls. Fading, rusting siding and porous cement blocks wraps the façade of the exterior walls. Staff has been keeping up with temporary fixes, however, the facility has reached a point that it is in need of more extensive rehabilitation. Many of the building systems listed herein, are at the end of their reasonable life expectancy.

This project will clean, tuck-point areas of eroding and failing mortar in the brick façade of the building. Caulk will be replaced in areas where it has weathered and degraded over time and become inflexible, which has torn and separated, allowing water to intrude into the inner walls, causing damage to the building. Flashing will be added as a transition between the siding and block, as needed. Lastly, wall coatings will be applied to both the corrugated metal and cement block to make the façade waterproof again.

The corrugated metal roof will be power washed and spot-patched, as needed, rusty areas will be rust-primed, weatherproof "boots" will be installed on all protruding pipes, vents and stacks, the access hatch will be replaced, and skylight fall protection will be added, posing safety issues, then the entire roof will be coated with a silicone-based spray.

The gutters and downspouts will be replaced with larger, heavy-gauge gutters and downspouts to endure and capture more intense storm events.

This contract would include all items and labor items listed on the attached proposal, including the following warranties:

Item #1: Roofing and Waterproofing - 10 year warranty

Item #2: Gutter and Downspouts - 20 year warranty

Item #3: New Roof Hatch & Safety Rails - 7 Year Warranty

Item #4: Skylight Fall Protection - 2 Year Warranty

Item #5: Exterior wall coatings and Repairs - 10 year warranty

U.S. Communities (AKA OMNIA Partners) Government Purchasing Alliance is a free government purchasing cooperative with the purchasing power of up to 90,000 public agencies. U.S. Communities offers materials, vehicles, supplies and services. U.S. Communities has been providing government and school procurement resources since 1996 and U.S. Communities is endorsed by both the County Commissioners Association of Ohio and the Ohio Association of School Business Officials. In this instance of using the joint purchasing platform, roof coating materials will be supplied by the Garland Company of Cleveland, OH, with the roof being repaired and sealed with a weatherproof coating, cement block siding and masonry façade will have joint repairs and then be sealed, gutter and downspouts will be replaced, skylight fall protection added and safety access hatch and railing will be replaced.

BUDGETARY INFORMATION: The total cost for this repair work is \$530,000.00, which includes materials, delivery, installation, warranties and a contingency, and will be paid with Capital Funds.

ACTION REQUESTED: It is requested that legislation be approved for the expenditure of funds for the specific building items mentioned herein to Garland/DBS, Inc. of Cleveland, OH, through The U.S. Communities Government Purchasing Alliance; using Garland/DBS Inc. Master Intergovernmental Cooperative Purchasing Agreement (MICPA) # PW1925 in an amount not to exceed \$518,081.00 and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to lock in 2021 pricing by Dec. 31, 2021, and repair the current damage and prevent further damage to the building.

I concur with this recommendation:

Eric Wobser
City Manager

Aaron M. Klein, P.E.
Director

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



Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055



Service Center Exterior Building Improvements

City of Sandusky
1024 Cement Ave.
Sandusky , OH 44870

Date Submitted: 11/11/2021
Proposal #: 25-OH-211032
MICPA # PW1925

Purchase orders to be made out to: Garland/DBS, Inc.

Please Note: The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Racine County, WI and OMNIA Partners, Public Sector (U.S. Communities). The line item pricing breakdown from Attachment C: Bid Form should be viewed as the maximum price an agency will be charged under the agreement. Garland/DBS, Inc. administered an informal competitive process for obtaining quotes for the project with the hopes of providing a lower market-adjusted price whenever possible.

Prevailing Wage Rates have been included.

Safety Requirements: On site contractors are responsible to follow OSHA roofing safety guidelines. All work areas are to have high visible perimeter flags for proper work space and allowance. All pricing to included all safety measures taken while work is in progress.

Scope of Work: Item #1 Roof Coating & Waterproofing

1. Address the entire existing standing seam roof panels with a liquid applied roof coating
 - a. Perimeter safety flags to be used during the project. Including around all skylights.
 - b. Pressure wash the entire roof area with a minimum of 3,000 psi.
 - c. Utilize a cleaning agent such as TSP or Simple green.
 - d. All surface dirt and debris must be removed prior to the coating application.
 - e. Rinse the roof clean of cleaning agent.
 - f. All exposed fasteners to have dab of flashing materials applied.
 - g. Proper roof repairs need made around with Silicone Mastic.
 - i. Includes the ridge cap and around all penetrations/pipes.
 - h. Around all skylights seams and fasteners to also be sealed with flashing or sealant material.
 - i. Apply in one pass Garland high solids silicone roof coating system at 2.0 gallons per square.
 - i. Color to be custom color approved by the City.
 - ii. Product adhesion tests completed.
 - j. Including coating all penetrations.
 - k. Rust found to have rust primer applied before top coating.

Garland/DBS Price Based Upon Local Market Competition: Item #1

CPW	\$	303,755
Meade	\$	329,688
Mid-Ohio	\$	346,172
Damschroder	\$	371,211

Scope of Work: Item #2: New gutter and downspout systems – including gutter cover screens

1. Removed and replace all existing gutters and downspouts with new.
 - a. Metal to be a kynar finish.
 - b. 24 gauge in thickness.
 - c. Oversized for easier access to remove debris.
 - d. Length to be 32' in length to reduce in amount seams.
 - e. A screen system to be installed over top of the new oversized gutters.
 - f. Fastening properly into the existing roof system.
 - g. Sealants and exposed fasteners to have sealant applied for proper waterproofing.
 - h. Downspouts to tie into the existing drain tile.
 - i. Replace or repair any drainage tile.
 - j. Ensure the drainage tile is clear and free of debris.

Garland/DBS Price Based Upon Local Market Competition: Item #2

Damschroder	\$	71,271
Meade	\$	118,641
Mid-Ohio	\$	125,792
CPW	\$	127,944

Scope of Work: Item #3: Install new Roof Hatch/Safety Rail System

1. Remove the existing roof access hatch system and replace with new.
 - a. Entirely remove the existing hatch system from the roof curb.
 - b. Roofing curb to remain.
 - c. Hardware on this roof hatch shall include interior handle, with a positive, one point locking mechanism, exterior handle, and provisions for padlock, both inside and out.
 - d. Pre-lubricated compression springs, encased in zinc-plated telescopic tubes, for smooth and controlled door operation at any position. An automatic, hold-open arm, with vinyl grip, shall be standard.
 - e. All hardware on this roof hatch shall be corrosion resistant, and all fasteners shall be of a self-locking type.
 - f. Install new safety rail system surrounding the perimeter of the new roof hatch.
 - g. Match the proper width of the new hatch.
 - h. Rail system to include a top rail, mid rail and self-closing gate.
 - i. New rail system to have a min. height of 42" from the roof deck. Free of sharp edges.
 - j. Sealants to be applied over all exposed fasteners.
 - k. Details are attached with material quantities.

Garland/DBS Price Based Upon Local Market Competition: Item #3

Meade	\$	7,054
Mid-Ohio	\$	7,562
Damschroder	\$	8,019
CPW	\$	8,035

Scope of Work: Item #4: Skylight Fall Protection

1. Install new safety screen system over all existing fiberglass skylights. (72)
 - a. The support channels are installed first over the highest rib or corrugations and spaced as evenly apart as possible to split the skylight in equal vertical sections.
 - b. The high end of the skylight panel should be under the metal panel over a structural metal purlin. Locate this area above the structural purlin and position the end of the support channel over this area. Check the lower end of the skylight area (skylight panel typically should be on TOP of the metal panel) to confirm the support channel also is in position over the building structural purlin on the lower end.
 - c. Note: support channels are secured by one fastener into the purlin at each end of each channel (4 fasteners total). After confirming support channel position, carefully lift the channel on high end and place a 3" piece of supplied butyl tape (making sure paper liner is removed) on the metal panel where through fastening will take place. Replace support channel to position and drill a pilot hole through the channel, sealant tape, and metal roof panel to the wood or metal purlin. Repeat application of sealant tape and drilling of pilot hole of the first support channel on the other (lower) end. Repeat complete support channel positioning and pre-drilling procedure on the second channel on the other chosen high rib or panel corrugation.

- d. Carefully place screen on top of channels and position the screen to completely cover the skylight and evenly overlap onto metal panel on all sides.
- e. Clip supplied vinyl coated screen clips onto wire screen near a predrilled hole.
- f. Select proper fastener (use supplied metal to metal or metal to wood fastener) to attach screen (using screen clip) to and through the support channel where hole was drilled and through metal roof panel to building structural member.
- g. Securely attach screen and channel to building structural member and check for secure attachment.
- h. Check for water tightness of installation. It is the installer's responsibility to confirm the installed assembly has a waterproof installation at the attachment areas. Assure water tightness with self-supplied sealants appropriate for the site if needed.

Garland/DBS Price Based Upon Local Market Competition: Item #4

Meade	\$	70,984
CPW	\$	72,590
Mid-Ohio	\$	76,557
Damschroder	\$	83,927

Scope of Work: Item #5: Exterior Building Façade Needs: Masonry Tuck Pointing/ Vertical Painting

1. Address all vertical walls around the entire perimeter of the building.
 - a. Pressure wash the entire building. Metal and Block Walls
 - b. Removing and cleaning the surface free from calcium, rust and all debris.
 - i. Utilize a cleaning agent such as TSP or Simple Green.
 - c. Tuck point all failed or blown out mortar areas with new one part polyurethane sealant.
 - i. Install the correct backer rod to properly fill the holes.
 - d. Flashing along the transition from metal wall panel to masonry to be replaced/fix properly where needed.
 - e. Re-fasten where loose exposed screws or install new screws where missing.
 - f. Gasket or neoprene screw to be used where replacing with new.
 - g. Apply vertical coating paint system over all wall areas.
 - i. Metal Wall coatings to be a DTM low gloss finish.
 - ii. Block walls coatings to be Garland's Tuff Coat.
 - iii. Colors TBD.

Garland/DBS Price Based Upon Local Market Competition: Item #5

CPW	\$	65,017
Mid-Ohio	\$	72,495
Meade		NO BID
Damschroder		NO BID

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers.

Please Note – The construction industry is experiencing unprecedented global pricing and availability pressures for many key building components. Specifically, the roofing industry is currently experiencing long lead times and significant price increases with roofing insulation and roofing fasteners. Therefore, this proposal can only be upheld until Dec. 31, 2021. DBS greatly values your business, and we are working diligently with our long-term suppliers to minimize price increases and project delays which could affect your project. Thank you for your understanding and cooperation.

Clarifications/Exclusions:

1. Sales and use taxes are excluded. Please issue a Tax Exempt Certificate.
2. Permits are excluded.
3. Bonds are included.
4. Plumbing, Mechanical, Electrical work is excluded.
5. Interior Temporary protection is excluded.
6. Any work not exclusively described in the above proposal scope of work is excluded.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

Joe Mullen

Joe Mullen
Garland/DBS, Inc.
(216) 430-3635



City of
SANDUSKY, Ohio

TITLE : SITE PLAN

DATE : DECEMBER 15TH 2020

CLIENT : CITY OF SANDUSKY OHIO

SITE LOCATION : SERVICE CENTER
1024 CEMENT AVE.
SANDUSKY OHIO 44870

PROJECT DETAILS :

LOCATIONS OF PROPOSED WORK:

SKYLIGHTS: 72
SAFETY CONCERNS
BRING UP TO CODE

NEW GUTTER AND DOWNSPOUTS:
GUTTER SCREENS NEEDED
COMMERICAL GUTTERS

ROOF HATCH: ONE
INTALL NEW
SAFETY GUARD RAIL NEEDED

MASONRY:
TUCK POINTING NEEDED

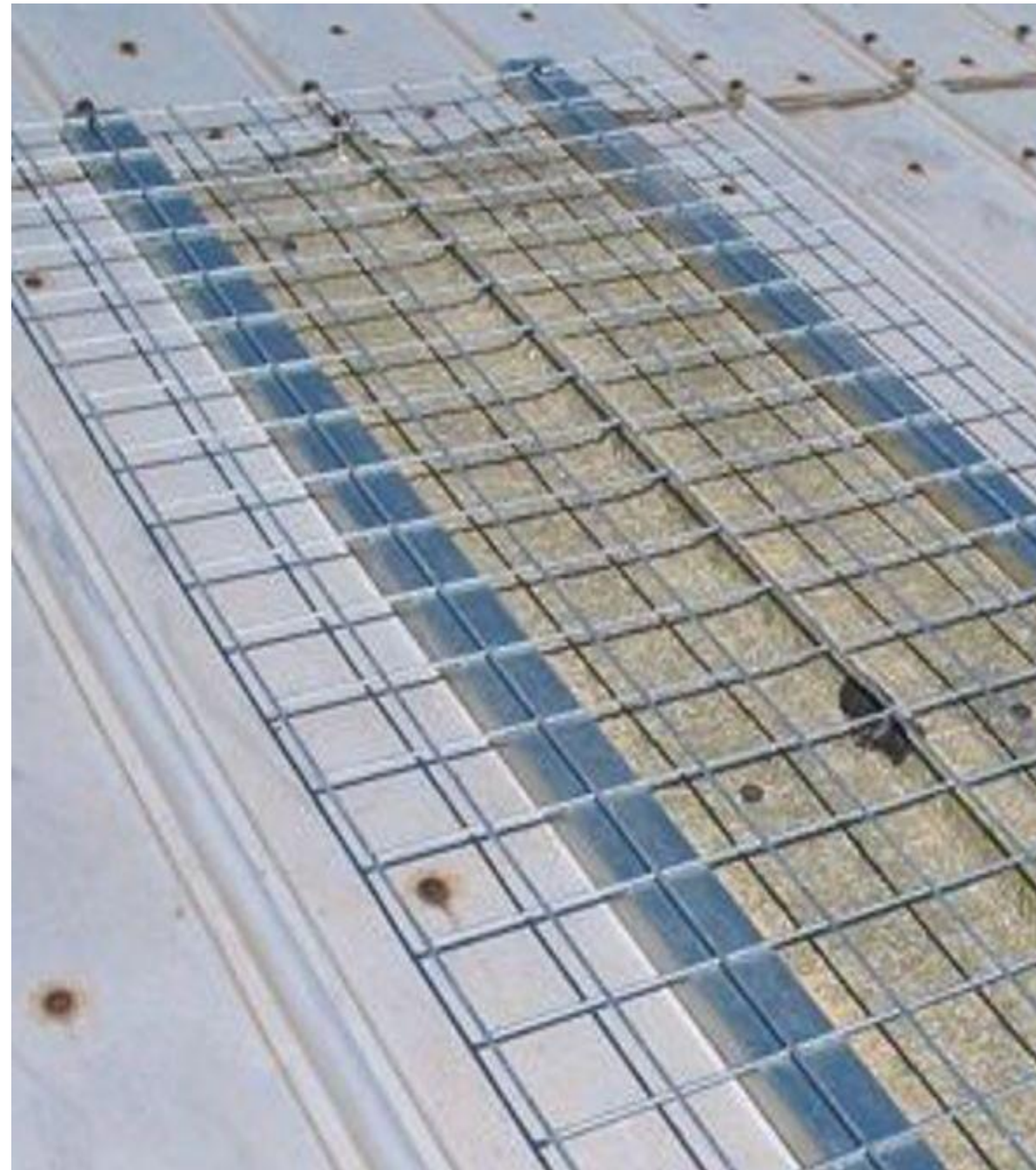
BUILDING FAÇADE:
PRESSURE WASH
NEW PAINT

GARLAND REPRESENTATIVE: STEVE WRONA
330.391.8942
SWRONA@GARLANDIND.COM





New roof hatch to be installed as shown. New hatch rail system to be installed to bring the hatch up to building code compliance but also provide the much needed safety.



View of the proposed fall protection screen system over the existing fiberglass skylights. Due to the metal panel corrugation this type of screen system must be used.



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Photo Report

Client: City of Sandusky Public Works

Facility: Service Center

Other: Building Envelope Needs:

Report Date: 12/21/2020

Title: Inspection Photos

Existing Conditions & Areas of Focus:

1. **Roof Hatch:** current roof hatch door is jammed tight that does not open or close properly. Spring is broken as well that does not allow the roof door to work easily as it should. No safety found around and out of code. Up to date building code requires a safety guard rail system surrounding the hatch unit.
2. **Skylights:** 72 skylights that are out building code compliance for not having safety/fall protection. These fiberglass skylights blend right into the metal panels making it difficult to locate when walking on the roof. A system should be installed over top to bring into building code. But more importantly provide much needed safety. The maintenance crews due to debris in the gutters along with requiring roofing access spend a fair amount of time on the roof. This should become a priority.
3. **Gutters/Downspouts:** both are in need of replacing. Along with providing a gutter guard/screen to help keep bird nests/debris out. Proper design to help with not overloading the downspouts to help drain properly on a heavy rain event. Also the downspout system does not accurately drain the large amount of water from the large roof system. New gutters and properly designed downspouts are needed to better handle heavy rain events.
4. **Vertical Walls:** both the metal and block walls have faded and have heavy debris/dirt. Pressure washing and cleaning along with adding a coat of paint will substantially increase the building appearance. But also importantly provide protection from surface rust. A number of mortar joints have blown that now have large open gaps in the wall. These are fairly large in size and substantial. Air could be felt moving from the outside to the inside due to these large gaps. This also should be fixed and part of the facade needs.
5. **Roof Coatings:** Roughly 20 years ago the metal roof panels were coated with a waterproof coating. The coating is starting to peel and crack over most of the roof. The metal panel design has a through fasten screw over top of the panel. These screws in some places are starting back out creating cracks in the coating. There are currently 16 different roof leaks located by Scott. One leak is in the service bay on top of the computer/workstation. Other concern would be the baton insulation under the roof is like a sponge soaking up the water. Creating mold, microbial growth and poor air quality concerns with the saturated insulation from roof leaks.



Photo 1

Roof Hatch: Current door has a number of issues. Door is jammed tight. Along with a broken spring that does not allow the door to open/close properly.

No safety/fall protection located around the roof hatch. Not up to building code.



Photo 2

Roof Hatch: Spring has come loose from the handle. Door is just hanging freely also not being able to be locked in place when open.



Photo 3

Skylights: metal roof has had a roof coating applied roughly 20 years ago. The roof coating is old, brittle and soft. Collecting dirt and debris on the surface making it hard to locate the skylights.

Also, notice looking across the roof the skylights are not clearly visible. With all the bird nesting, debris and dirt these blend right in with roof panels making it easy to walk on or over them.



Photo 4

Skylights: As seen the skylight panels nearly blend into roof making it major safety concern of potentially being unseen as walking on the roof. The panels are a thin fiberglass sheet that provide no weight support.

Also by building code these are no longer compliant.



Photo 5

Skylights: Skylights are dead flat panels matching the corrugation of the metal panels. Making it difficult to locate on the roof. Also the roof system has 70 total skylight making it a good amount of the roof area.



Photo 6

Gutter and Downspouts: Current gutter system in 10' lengths. Seams looks to be leaking. Downspouts are disconnected from the gutter in some places. Downspouts are not properly capturing and releasing the water from the gutters.



Photo 7

Gutter and Downspouts: A heavy rain event forces water straight down creating a back up at entry. A design is being considered for the downspouts to have a change in path vs. straight to help drainage.



Photo 8

Gutter and Downspouts: Lots of debris from nests and birds clog the gutters. A screen system is needed to help keep debris out of the gutters.



Photo 9

Gutter and Downspouts: Screen system needed over these openings. Gutters are deep and hard to access to properly clean. Resulting in clogging downspouts.



Photo 10

Vertical Walls: Both the block and metal wall areas are dirty with a lot of debris. These need to be pressure washed and cleaned to freshen up the outside appearance.



Photo 11

Vertical Walls: Block walls have staining from the paint leaching down below. Needs to be pressure washed and cleaned.



Photo 12

Vertical Walls: number of of areas on the block wall have blown out mortar joints. The areas that are blown out are severe as seen. Deep wide open gaps for water and air to easily get into.



Photo 13

Vertical Walls: More mortar joints blown out. Large open gaps.



Photo 14

Vertical Walls: Water damage from the downspouts backing up. Mold growing on the outside of the building. It was also noted of moisture seeping inside in this area.

CERTIFICATE OF FUNDS

In the Matter of: Service Center Roof repair & restoration

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

Account # 431-6200-53000, 431-6201-53000

By: _____



Michelle Reeder

Finance Director

Dated: 12/8/2021

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXPEND FUNDS TO GARLAND/DBS, INC. OF CLEVELAND, OHIO, THROUGH THE U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE FOR THE SERVICE CENTER REPAIR AND RESTORATION PROJECT BY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City of Sandusky as a member of U.S. Communities Government Purchasing Alliance, a subsidiary of OMNIA Partners, is a participating public agency which allows the City to purchase products and services that have been competitively bid and made available by the lead public agency (Racine County, Wisconsin) who has entered into Master Purchase Agreements with various suppliers; and

WHEREAS, the City's Service Center facility located at 1024 Cement Avenue was repurposed in 2000 and is now in need of repairs and rehabilitation due to roof leaks, exterior wall violations allowing moisture and winds into the building, missing mortar between cement blocks, a deficient gutter and downspout system along with fading, rusting siding and porous cement blocks on the façade of the exterior walls and many of the buildings systems are at the end of their reasonable life expectancy; and

WHEREAS, the Service Center Repair and Restoration Project provides for the installation of 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, the total cost of the project is \$530,000.00, which includes materials, delivery, installation, warranties, and contingencies, and will be 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 immediately approve the expenditure of funds to secure 2021 pricing by the deadline of December 31, 2021, and to repair the current damage as soon as possible and prevent further damage to the building; and

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

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

Section 1. The City Manager and/or Finance Director is authorized and

directed to expend funds to Garland/DBS, Inc., through the U.S. Communities Governmental Purchasing Alliance, a subsidiary of OMNIA Partners, MICPA # PW1925, for the Service Center Repair and Restoration Project at an amount **not to exceed** Five Hundred Eighteen Thousand Eighty One and 00/100 Dollars (\$518,081.00) consistent with the proposal submitted by Garland/DBS, Inc. of Cleveland, Ohio, currently on file in the office of the Director of Public Works.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: December 13, 2021