



**SANDUSKY CITY COMMISSION  
REGULAR SESSION AGENDA  
APRIL 27, 2020 AT 5 P.M.  
CITY HALL, 240 COLUMBUS AVENUE**

INVOCATION	Mike Meinzer
PLEDGE OF ALLEGIANCE	
CALL TO ORDER	
ROLL CALL	W. Poole, B. Harris, D. Murray, D. Brady, N. Twine, M. Meinzer & D. Waddington
APPROVAL OF MINUTES	April 13, 2020
PRESENTATION	<b>Talon Flohr, Neighborhood Outreach Coordinator 2020 Census Update</b>
AUDIENCE PARTICIPATION	
COMMUNICATIONS	Motion to accept all communications submitted below
CURRENT BUSINESS	

**REGULAR AGENDA ITEMS**

**ITEM #1 - Submitted by Debi Eversole, Housing Development Specialist**

**GRANT AGREEMENT WITH AMERIHOME, LLC**

**Budgetary Information:** The city will be responsible for providing a total of \$15,000 in grant proceeds from the Community Development capital projects fund on a reimbursable basis, payable upon completion of the project and proof of incurred expenses.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and approving a grant in the amount of \$15,000 through the housing development and beautification grant program to Amerihome, LLC, in relation to the property located at 1035 Hancock Street; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

**ITEM #2 - Submitted by Debi Eversole, Housing Development Specialist**

**GRANT AGREEMENT WITH HAVINFUN, LLC**

**Budgetary Information:** The city will be responsible for providing a total of \$15,000 in grant proceeds from the Community Development capital projects fund on a reimbursable basis, payable upon completion of the project and proof on incurred expenses.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and approving a grant in the amount of \$15,000 through the housing development and beautification grant program to Havinfun, LLC, in relation to the property located at 306 West Water Street; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

**ITEM #3 – Submitted by Nicole DeFreitas, Transit Administrator**

**AGREEMENT WITH BOYS & GIRLS CLUB OF ERIE COUNTY FOR TRANSPORTATION SERVICES WITH STS**

**Budgetary Information:** This money collected will be used to offset the capital planning and operating expenses through the 5311 rural grant program.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement for transportation services between the City of Sandusky and the Boys & Girls Club of Erie County for services related to the Sandusky Transit System for the period of May 15, 2020 through December 31, 2021; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

**ITEM #4 – Submitted by Josh Snyder, Assistant City Engineer**

**PERMISSION TO REBID FERROUS CHLORIDE SYSTEM REHAB PROJECT AT WWTP**

**Budgetary Information:** The revised estimated cost of the project, including inspection, advertising and miscellaneous costs is \$640,500 and will be paid with sewer funds. This cost will be split with Erie County as per the current sewer services agreement.

**RESOLUTION NO. \_\_\_\_\_:** It is requested a resolution be passed repealing Resolution No. 029-19R and declaring the necessity for the City of Sandusky, Ohio, to proceed with the proposed Waste Water Treatment Plant ferrous chloride system rehabilitation project; approving the revised specifications and Engineer's estimate of cost thereof; and directing the City Manager to advertise for and receive bids in relation thereto; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the city charter.

**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](http://www.ci.sandusky.oh.us) – Click “Play” 



## COMMUNITY DEVELOPMENT

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

**To:** Eric L. Wobser, City Manager  
**From:** Debi Eversole, Housing Development Specialist  
**Date:** April 14, 2020  
**Subject:** Commission Agenda Item – Grant Agreement between City of Sandusky and Amerihome, LLC

**Items for Consideration:** Legislation approving a Grant Agreement to be entered into between the City of Sandusky (“the City”) and Amerihome, LLC (“the Applicant”), an Ohio Limited Liability Company, for the purposes of furthering housing development efforts in the City.

**Background Information:** The Applicant, Jennifer Torres and Ed Torres, partners of Amerihome, LLC own the structure located at 1035 Hancock Street (“the Property”), a three (3) unit structure that is currently vacant and in need substantial renovations prior to occupancy. The three (3) units will share the total budget of \$91,365.00 as follows:

- Exterior Repairs - \$15,000 (divided equally)
- Interior 1<sup>st</sup> Floor - \$37,800 + exterior repairs
- Interior 2<sup>nd</sup> Floor – \$22,500 + exterior repairs
- Interior 3<sup>rd</sup> Floor – \$31,050 + exterior repairs

According to the Housing Development and Beautification Guidelines and Application, the Applicant is eligible for a grant in an amount of up to \$5,000 per unit for substantial redevelopment projects that cost in excess of \$20,000 per unit. As such, in this case, the Applicant is eligible for a grant of up to \$15,000. The Applicant has provided budget estimates and building plans and will oversee the construction and renovations of the Property, specifically the three (3) residential units, herein after referred to as the “Project”.

**Budgetary Information:** The City will be responsible for providing a total of \$15,000 in grant proceeds from the Community Development Capital Projects Fund on a reimbursable basis, payable upon completion of the Project and proof of incurred expenses.

**Action Requested:** It is requested that the proper legislation be prepared to allow the City to enter into a Grant Agreement with Amerihome, LLC. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter in order to immediately execute the grant agreement and ensure the full benefit of the agreement is realized.

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Debi Eversole, Housing Development Specialist

I concur with this recommendation:

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Matt Lasko, Chief Development Officer

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Eric Wobser, City Manager

cc: Kelly Kresser, Clerk of the City Commission, Trevor Hayberger, Law Director, Michelle Reeder, Finance Director

## CERTIFICATE OF FUNDS

In the Matter of: Amerihome LLC Grant

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

Dated: 4/22/2020

By: Michelle Reeder

Michelle Reeder

Finance Director

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

**AN ORDINANCE AUTHORIZING AND APPROVING A GRANT IN THE AMOUNT OF \$15,000.00 THROUGH THE HOUSING DEVELOPMENT AND BEAUTIFICATION GRANT PROGRAM TO AMERIHOME, LLC, IN RELATION TO THE PROPERTY LOCATED AT 1035 HANCOCK STREET; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, Jennifer Torres and Ed Torres, partners of Amerihome, LLC, own the property located at 1035 Hancock Street and plan to invest \$91,365.00 in the renovation of the three (3) vacant units located on the property which are in need of substantial renovations prior to occupancy; and

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

**WHEREAS**, it is recommended to approve a grant to Amerihome, LLC, in the amount of \$15,000.00, in accordance with the Sandusky City Development Programs, to assist with the renovation costs for the purpose of furthering housing 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 execute the Grant Agreement and ensure the full benefit of the agreement is realized; and

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

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

Section 1. This City Commission authorizes and directs the City Manager to enter into a Grant Agreement with Amerihome, LLC, for financial assistance through the Housing Development and Beautification Grant Program for the purpose of furthering housing 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 Amerihome, LLC, in an amount **not to exceed** Fifteen Thousand and 00/100 Dollars (\$15,000.00) from the Community 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: \_\_\_\_\_  
KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

Passed: April 27, 2020

## GRANT AGREEMENT

This Grant Agreement (the "Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2020 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 Amerihome, LLC, ("the Applicant"), an Ohio Limited Liability Company.

### WITNESSETH:

WHEREAS, the Applicant, Jennifer Torres and Ed Torres, partners of Amerihome, LLC own the structure located at 1035 Hancock Street ("the Property"), a three (3) unit structure that is currently vacant and in need substantial renovations prior to occupancy; and

WHEREAS, the three (3) units will share the total budget of \$91,365.00 as follows:

Exterior Repairs - \$15,000 (divided equally)  
Interior 1<sup>st</sup> Floor - \$37,800 + exterior repairs  
Interior 2<sup>nd</sup> Floor - \$22,500 + exterior repairs  
Interior 3<sup>rd</sup> Floor - \$31,050 + exterior repairs; and

WHEREAS, according to the Housing Development and Beautification Guidelines and Application, the Applicant is eligible for a grant in an amount of up to \$5,000 per unit for substantial redevelopment projects that cost in excess of \$20,000 per unit. As such, in this case, the Applicant is eligible for a grant of up to \$15,000; and

WHEREAS, the Applicant has provided budget estimates and building plans and will oversee the construction and renovations of the Property, specifically the three (3) residential units, herein after referred to as the "Project", and

WHEREAS, to induce the Project, the City has agreed to provide housing incentive grants to the Applicant 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 the development of the Property with the Project pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City and for the health and safety and welfare of its residents, and are necessary to improve the economic and general welfare of people of the City;

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 \$15,000 to the Applicant (the "City Grant") toward the costs of the Project on a reimbursable basis, payable upon completion of the Project and proof on incurred expenses. The City Grant will be expensed from the Community Development Capital Projects account (#431-4010-53000). 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 and Zoning matters and other applicable codes and regulations of the City, including obtaining permits and inspections. The Applicant is still required to meet the requirements for disbursement prior to receiving any award funds – as

outlined on Page 13 of the Housing Development and Beautification Program Guidelines and Application. Furthermore, the Applicant agrees to display a sign during construction noting the City's support; and

The Applicant 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 Applicant know if it has satisfied the condition 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 within one hundred and eighty (180) days from the date of Commission approval.

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 Applicant 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 Applicant 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 Housing Development Specialist  
City of Sandusky, Ohio  
240 Columbus Avenue  
Sandusky, OH 44870

(ii) TO THE APPLICANT: Amerihome, LLC  
c/o Jennifer Torres  
2507 Greentree Lane  
Sandusky, Ohio 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.

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.

**AMERIHOM, LLC**  
an Ohio Limited Liability Company

By: \_\_\_\_\_  
Jennifer Torres, Partner

By: \_\_\_\_\_  
Ed Torres, Partner

**CITY OF SANDUSKY, OHIO**

By: \_\_\_\_\_  
Eric Wobser, City Manager



The legal form of the within instrument  
is hereby approved.

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Trevor Hayberger  
Law Director, City of Sandusky, Ohio  
Ohio Supreme Court #0075112

DRAFT



## COMMUNITY DEVELOPMENT

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

**To:** Eric L. Wobser, City Manager  
**From:** Debi Eversole, Housing Development Specialist  
**Date:** April 14, 2020  
**Subject:** Commission Agenda Item – Grant Agreement between City of Sandusky and Havinfun, LLC

**Items for Consideration:** Legislation approving a Grant Agreement to be entered into between the City of Sandusky (“the City”) and Havinfun, LLC (“the Applicant”), an Ohio Limited Liability Company, for the purposes of furthering housing development efforts in the City.

**Background Information:** The Applicant, David Bier and Dawson Foster, partners of Havinfun, LLC own the property located at 306 W. Water Street (“the Property”), a mixed use property that operates as a commercial restaurant/lounge, the Shore House Tavern, on the first floor and residential occupancy on the second floor. The second floor is currently vacant and in need substantial renovations prior to occupancy for two (2) residential units. The second-floor proposed units will equally share the total budget of \$107,875 and upon completion will be one (1) bedroom each with similar square footage.

According to the Housing Development and Beautification Guidelines and Application, the Applicant is eligible for a grant in an amount of up to \$7,500 per unit for substantial redevelopment projects that cost in excess of \$50,000 per unit. As such, in this case, the Applicant is eligible for a grant of up to \$15,000. The Applicant has provided budget estimates from Adam & Associates of Sandusky, who will oversee the construction and renovations of the Property, specifically the two (2) residential units on the second floor, herein after referred to as the “Project”.

**Budgetary Information:** The City will be responsible for providing a total of \$15,000 in grant proceeds from the Community Development Capital Projects Fund on a reimbursable basis, payable upon completion of the Project and proof on incurred expenses.

**Action Requested:** It is requested that the proper legislation be prepared to allow the City to enter into a Grant Agreement with Havinfun, LLC. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter in order to immediately execute the grant agreement and ensure the full benefit of the agreement is realized.

\_\_\_\_\_  
Debi Eversole, Housing Development Specialist

I concur with this recommendation:

\_\_\_\_\_  
Matt Lasko, Chief Development Officer

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

cc: Kelly Kresser, Clerk of the City Commission, Trevor Hayberger, Law Director, Michelle Reeder, Finance Director

## CERTIFICATE OF FUNDS

In the Matter of: Havinfun LLC Grant

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

Dated: 4/22/2020

By: Michelle Reeder

Michelle Reeder

Finance Director

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

**AN ORDINANCE AUTHORIZING AND APPROVING A GRANT IN THE AMOUNT OF \$15,000.00 THROUGH THE HOUSING DEVELOPMENT AND BEAUTIFICATION GRANT PROGRAM TO HAVINFUN, LLC, IN RELATION TO THE PROPERTY LOCATED AT 306 W. WATER STREET; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, David Bier and Dawson Foster, partners of Havinfun, LLC, own the property located at 306 W. Water Street, a mixed use property that operates as a commercial restaurant/lounge (Shore House Tavern), on the first floor and residential occupancy on the second floor; and

**WHEREAS**, the second floor residential units are currently vacant and need substantial renovations prior to occupancy and Havinfun, LLC, plans to invest \$107,875.00 in the renovation of the two (2) second floor units which upon completion will contain one (1) bedroom each with similar square footage; and

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

**WHEREAS**, it is recommended to approve a grant to Havinfun, LLC, in the amount of \$15,000.00, in accordance with the Sandusky City Development Programs, to assist with the renovation costs for the purpose of furthering housing 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 execute the Grant Agreement and ensure the full benefit of the agreement is realized; and

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

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

Section 1. This City Commission authorizes and directs the City Manager to enter into a Grant Agreement with Havinfun, LLC, for financial assistance through the Housing Development and Beautification Grant Program for the purpose of furthering housing 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 Havinfun, LLC, in an amount **not to exceed** Fifteen Thousand and 00/100 Dollars (\$15,000.00) from the Community 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: \_\_\_\_\_  
KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

Passed: April 27, 2020

## GRANT AGREEMENT

This Grant Agreement (the "Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2020 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 Havinfun, LLC, ("the Applicant"), an Ohio Limited Liability Company.

### WITNESSETH:

WHEREAS, the Applicant, David Bier and Dawson Foster, partners of Havinfun, LLC own the structure located at 306 W. Water Street ("the Property"), a mixed use property that operates as a commercial restaurant/lounge on the first floor and residential and residential occupancy on the second floor. The second floor is currently vacant and in need substantial renovations prior to occupancy for two (2) residential units; and

WHEREAS, the second-floor proposed units will equally share the total budget of \$107,875 and upon completion will be one (1) bedroom each with similar square footage; and

WHEREAS, according to the Housing Development and Beautification Guidelines and Application, the Applicant is eligible for a grant in an amount of up to \$7,500 per unit for substantial redevelopment projects that cost in excess of \$50,000 per unit. As such, in this case, the Applicant is eligible for a grant of up to \$15,000; and

WHEREAS, the Applicant provided budget estimates from Adam & Associates of Sandusky, who will oversee the construction and renovations of the Property, specifically the two (2) residential units on the second floor, herein after referred to as the "Project"; and

WHEREAS, to induce the Project, the City has agreed to provide housing incentive grants to the Applicant 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 the development of the Property with the Project pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City and for the health and safety and welfare of its residents, and are necessary to improve the economic and general welfare of people of the City;

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 \$15,000 to the Applicant (the "City Grant") toward the costs of the Project on a reimbursable basis, payable upon completion of the Project and proof on incurred expenses. The City Grant will be expensed from the Community Development Capital Projects account (#431-4010-53000). 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 and Zoning matters and other applicable codes and regulations of the City, including obtaining permits and inspections. The Applicant is still required to meet the requirements for disbursement prior to receiving any award funds – as outlined on Page 13 of the Housing Development and Beautification Program Guidelines and

Application. Furthermore, the Applicant agrees to display a sign during construction noting the City's support; and

The Applicant 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 Applicant know if it has satisfied the condition 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 within one hundred and eighty (180) days from the date of Commission approval.

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 Applicant 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 Applicant 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 Housing Development Specialist  
City of Sandusky, Ohio  
240 Columbus Avenue  
Sandusky, OH 44870

(ii) TO THE APPLICANT: Havinfun, LLC  
c/o David Bier  
161 Sunset Drive  
Sandusky, Ohio 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.

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.

**HAVINFUN, LLC**  
an Ohio Limited Liability Company

By: \_\_\_\_\_  
David Bier, Partner

By: \_\_\_\_\_  
Dawson Foster, Partner

**CITY OF SANDUSKY, OHIO**

By: \_\_\_\_\_  
Eric Wobser, City Manager

The legal form of the within instrument  
is hereby approved.

\_\_\_\_\_  
Trevor Hayberger (#0075112), Law Director





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## PLANNING DEPARTMENT

### *Division of Transit*

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

**TO:** Eric Wobser, City Manager

**FROM:** Nicole DeFreitas, Transit Administrator

**DATE:** April 15, 2020

**SUBJECT:** Agreement for Transportation Services – Boys and Girls Club

**ITEM FOR CONSIDERATION:** Legislation requesting approval for the City Manager to enter into a contract for transportation services between the City of Sandusky / Sandusky Transit System and the Boys and Girls Club of Erie County.

**BACKGROUND INFORMATION:** The Sandusky Transit System (STS) will provide fixed route transportation services for the Boys and Girls Club of Erie County at a discounted rate.

This contract is in effect from May 15, 2020 until December 31, 2021 at a negotiated rate as stated below:

<b><u>Fixed Route Service</u></b>	
<b><i>Monthly Passes (3 each)</i></b>	
Fixed Route Pass	\$ 50.00
<b><i>Individual Rides</i></b> multiples of 10 tickets	\$10.00

STS will provide the Boys and Girls Club of Erie County with bulk passes and tickets at the rate agreed to in the proposed contract. The Boys and Girls Club of Erie County will be invoiced and billed for the amount of tickets/passes requested and expected to pay in a timely manner. The money received from this contract will help meet the local match to support the 5311 Rural grant program to support transit in Erie County.

**BUDGET IMPACT:** This money collected will be used to offset the capital planning and operating expenses through the 5311 Rural grant program.

**ACTION REQUESTED:** It is requested legislation be adopted allowing the City Manager to enter into a contract for transportation services with the Boys and Girls Club of Erie County. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter to allow the agreement to be executed prior to the commencing date of May 15, 2020.

I concur with this recommendation:

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Eric Wobser

City Manager

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Angela Byington

Director of Planning

cc: Kelly Kresser, Clerk of the City Commission

Michelle Reeder, Finance Director

Trevor Hayberger, Law Director

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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR TRANSPORTATION SERVICES BETWEEN THE CITY OF SANDUSKY AND THE BOYS & GIRLS CLUB OF ERIE COUNTY FOR SERVICES RELATED TO THE SANDUSKY TRANSIT SYSTEM FOR THE PERIOD OF MAY 15, 2020, THROUGH DECEMBER 31, 2021; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the Sandusky Transit System will provide transportation services approved by the Boys & Girls Club of Erie County for program participants throughout Erie County and these services will be coordinated between the Boys & Girls Club of Erie County and the Sandusky Transit System; and

**WHEREAS**, the Sandusky Transit System will receive \$50.00 for multiples of three (3) monthly fixed route passes and \$10.00 for multiples of ten (10) individual ride tickets for the period of May 15, 2020, through December 31, 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 execute the agreement and begin providing services on the commencing date of May 15, 2020; and

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

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

Section 1. The City Manager be and hereby is authorized to execute an Agreement with the Boys & Girls Club of Erie County for transportation services related to the Sandusky Transit System for the period from May 15, 2020, through December 31, 2021, substantially in the same form as reflected in Exhibit "1" which is attached to this Ordinance and specifically incorporated as if fully rewritten herein together with such revisions or additions as are approved by the Law Director as not being substantially adverse to the City and being consistent with the objectives and requirements of this Ordinance and with carrying out the City's public purposes.

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

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

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

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

ATTEST: \_\_\_\_\_  
KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

Passed: April 27, 2020

## TRANSPORTATION AGREEMENT

This Transportation Agreement between the City of Sandusky / Sandusky Transit System (STS) and the Boys & Girls Club of Erie County outlines the terms agreed upon between the parties for provision of program eligible transportation service.

Term: The services performed under this agreement will be for the period commencing May 15, 2020 and continuing through December 31, 2021.

Scope of Service: STS will provide transportation services approved by the Boys & Girls Club of Erie County for program participants throughout Erie County.

Operating Days: Service will be available every day except on Thanksgiving Day and Christmas Day.

Fare and Payment Schedule: the Boys & Girls Club of Erie County will be billed for the services outlined below:

<b><u>Fixed Route Service</u></b>	
Monthly Fixed Route Passes (3 each)	\$ 50.00
Individual Rides – multiples of 10 tickets	\$10.00

### Boys & Girls Club of Erie County Monthly Fixed Route Passes

The Fixed Route pass is good for unlimited transportation for participants on the Fixed Route system for the Boys & Girls Club of Erie County monthly. The Boys & Girls Club of Erie County is responsible for the distribution of passes to participants. The STS is responsible for printing passes for the Boys & Girls Club of Erie County.

### Fixed Route Tickets

STS will provide bulk Fixed Route Individual Ride tickets to the Boys & Girls Club of Erie County on request at \$10.00 in multiples of 10 tickets.

### Billing

The Boys & Girls Club of Erie County will be billed for transportation services rendered and ticket and pass sales on a quarterly basis.

### **STS Responsibilities**

1. Vehicle Operations: STS will be responsible for operations and maintenance functions as necessary to provide the highest quality service possible, including: hiring and training of drivers, supervising personnel, processing passenger reservations and preparing daily schedules, dispatching vehicles, maintaining, servicing, and repairing vehicles and equipment, and insuring vehicles, employees, and passengers.
2. Driver qualifications: STS will ensure all drivers meet or exceed the standards set forth in OAC #173-39-02 and records of their qualifications maintained and available for inspection by the Boys & Girls Club of Erie County upon request.

### **Agency Responsibilities**

Payment for Services: Payment for transportation services provided to the Boys & Girls Club of Erie County will be expected upon receipt of billing. Billing will normally be mailed quarterly by the 10<sup>th</sup> of month following service.

Monitoring and Evaluation: STS and the Boys & Girls Club of Erie County will monitor the manner in which the terms of this Agreement are being carried out and evaluate its effectiveness.

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

- The quality or extent of general public services furnished by STS does not meet the needs of the Boys & Girls Club of Erie County.

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

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

**SIGNATURE PAGE TO FOLLOW**

**WITNESSES:**

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

**CITY OF SANDUSKY**

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

\_\_\_\_\_  
Date

**WITNESSES:**

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

**BOYS & GIRLS CLUB OF ERIE COUNTY**

\_\_\_\_\_  
Amy Skolnik, Executive Director

\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
Trevor M. Hayberger #0075112  
Law Director, City of Sandusky





## DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Joshua R. Snyder, P.E.

Date: April 13, 2020

Subject: **Commission Agenda Item – Permission to rebid the Wastewater Treatment Plant Ferrous Chloride System Rehabilitation Project**

**ITEM FOR CONSIDERATION:** Requesting legislation repealing Resolution No. 029-19R and authorizing the City to rebid the Wastewater Treatment Plant Ferrous Chloride System Rehabilitation Project.

**BACKGROUND INFORMATION:** The City of Sandusky owns a series of Ferrous Chloride tanks at the Wastewater Treatment Plant. Ferrous Chloride is used in the treatment process of waste water prior to the final effluent of the plant. Two of the tanks hold the corrosive chemical year-round while the third tank is used primarily as a back-up when a failure occurs. This happened first in 2013 when the rubber liner in the first tank deteriorated allowing the chemical to contact the steel shell which then began to rust. The liner was immediately replaced through ordinance 037-13R at that time, but has since deteriorated again. Unfortunately, it is outside its warranty period. The first time it was replaced, the contractor claimed that they mis-bid the project and the cost would be significantly higher in the future.

Because of this chemical's corrosive properties, the exposure and contact with the existing rubber-lined steel tanks and other metal-surfaced surroundings, many are rusted and at the end of their useful life. Staff researched other materials compatible with the chemical so we could replace the tanks rather than re-lining the existing tanks again. New tanks would be slightly more expensive and we would need to install hatches in the roof, but the return on investment is much better than replacing the liner every 5 years. Upon deciding to purchase new tanks, staff also agreed that it was more cost effective and would extend the longevity of other materials inside the building to place the tanks within secondary containment outside. Specifically, the metal tanks, piping, stairway supports, handrailings and controls have all been exposed to this chemical for years and are in need of replacement with this project. These items are to be replaced with stainless steel, fiberglass, PVC and plastic materials, where practical, to bring them up to current safety standards.

The design consultant, Brown and Caldwell has prepared construction drawings and an engineer's estimate for the replacement and upgrade for the current Ferrous Chloride tank treatment system.

The original project was approved on August 12, 2019 by Resolution 029-19R and one bid was received on September 9<sup>th</sup>, 2019. The bid exceeded the engineer's estimate by more than 10%. In accordance with Section 41 of the City Charter, "In no instance shall contracts be let either as a whole or in aggregate if bids for parts of the work are taken, which exceed the estimate of costs by more than 10%"; therefore, this bid must be rejected. The original Engineer's Estimate for the construction contract was \$503,600.00 and the 10% limit was \$550,360.00. The following bid was received.

ABC Piping Co. Inc.	\$860,424.00
Brooklyn Heights, OH	Rejected

Since the original bid, the project details and specifications have been refined, the bid form consolidated, the estimate revised and the completion time increased in efforts to attract more bidders.

**BUDGETARY INFORMATION:** The revised estimated cost of the project, including inspection, advertising, and miscellaneous costs is \$640,500 and will be paid with Sewer Funds. This cost will be split with Erie County as per the current Sewer Services Agreement.

**ACTION REQUESTED:** It is recommended that the proposed Ferrous Chloride System Rehabilitation Project be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to bid the project, receive competitive prices and start the construction activities this spring since it is expected to take twelve months for substantial completion of the construction items with final completion expected in June of 2021.

I concur with this recommendation:

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Eric Wobser  
City Manager

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Aaron M. Klein  
Public Works Director

cc: K. Kresser, Commission Clerk; M. Reeder, Finance Director; T. Hayberger, Law Director

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

**A RESOLUTION REPEALING RESOLUTION NO. 029-19R AND DECLARING THE NECESSITY FOR THE CITY OF SANDUSKY, OHIO, TO PROCEED WITH THE PROPOSED WASTEWATER TREATMENT PLANT FERROUS CHLORIDE SYSTEM REHABILITATION PROJECT; APPROVING THE REVISED SPECIFICATIONS AND ENGINEER'S ESTIMATE OF COST THEREOF; AND DIRECTING THE CITY MANAGER TO ADVERTISE FOR AND RECEIVE BIDS IN RELATION THERETO; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the City owns a series of steel rubber-lined Ferrous Chloride tanks at the Wastewater Treatment Plant that are used for storing Ferrous Chloride, which is used in the treatment process of wastewater prior to the final effluent at the plant; and

**WHEREAS**, due to Ferrous Chloride's corrosive properties, the exposure and contact with the existing rubber-lined steel tanks and other metal-surfaced surroundings, many are rusted and at the end of their useful life and upon researching other materials compatible with the chemical, it was determined that although new tanks would be slightly more expensive, they would be a better return on investment than replacing the liners every five (5) years; and

**WHEREAS**, the Wastewater Treatment Plant Ferrous Chloride System Rehabilitation Project involves the replacement of the metal tanks, construction of outside secondary containment for the tanks, replacement of piping, stairway supports, handrailings and controls, which have been exposed to Ferrous Chloride for years, and to replace these items with stainless steel, fiberglass, PVC and plastic materials, where practical, to bring up to the current safety standards; and

**WHEREAS**, this City Commission authorized and directed the City Manager to enter into an agreement for Professional Design Services with Brown and Caldwell of Independence, Ohio, for the WWTP Ferric Tanks Project by Ordinance No. 18-231, passed on November 26, 2018; and

**WHEREAS**, the City Commission declared the necessity for the City to proceed with the proposed Wastewater Treatment Plant Ferrous Chloride System Rehabilitation Project by Resolution No. 029-19R, passed on August 12, 2019; and

**WHEREAS**, subsequent to advertisement according to law, one (1) bid was received which exceeded the original estimate of cost by more than 10% and pursuant to §41 of the City Charter no contract can be awarded and therefore the bid was rejected which necessitates the rebid of the Wastewater Treatment Plant Ferrous Chloride System Rehabilitation Project; and

**WHEREAS**, the project details and specifications have been refined, the bid form consolidated, the estimate revised and the completion time increased in efforts to attract more bidders; and

**WHEREAS**, the total revised estimated cost for this project, including inspection, advertising, and miscellaneous costs, is \$640,500.00 and will initially be paid with Sewer Funds and a portion of the costs will be reimbursed from Erie County pursuant to the Sewer Services Agreement; 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 rebid the project, receive competitive prices, and start the construction activities this spring since it is expected to take twelve (12) months for substantial completion of the construction items with final completion expected in June of 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 **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 repeals Resolution No. 029-19R, passed on August 12, 2019.

Section 2. The revised specifications and estimates of cost as prepared by the Director of Public Works and submitted to this City Commission, and which are now on file in the offices of the Director of Public Works and the Clerk of the City Commission, for the proposed Wastewater Treatment Plant Ferrous Chloride System Rehabilitation Project be and the same hereby are approved by this City Commission.

Section 3. This City Commission hereby declares it necessary to proceed with the proposed Wastewater Treatment Plant Ferrous Chloride System Rehabilitation Project at the earliest possible time.

Section 4. The City Manager is authorized and directed to advertise for and to receive bids in relation to the proposed Wastewater Treatment Plant Ferrous Chloride System Rehabilitation Project as required by law.

Section 5. If any section, phrase, sentence, or portion of this Resolution is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 6. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Resolution were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in

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

Section 7. That for the reasons set forth in the preamble hereto, this Resolution is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

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

ATTEST: \_\_\_\_\_  
KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

Passed: April 27, 2020