



CITY OF SANDUSKY COMMISSIONERS
REGULAR SESSION AGENDA
May 10, 2010 at 5 p.m.
City Hall, 222 Meigs Street

INVOCATION, PLEDGE OF ALLEGIANCE

CALL TO ORDER

ROLL CALL

J. Farrar, D. Waddington, B. Fuqua, P. Brown, D. Kaman, J. Hamilton & K. Nuesse
April 26, 2010

APPROVAL OF MINUTES

AUDIENCE PARTICIPATION

Agenda Items Listed Below Only (3 minute limit)

PRESENTATIONS

Comprehensive Analysis – Police & Fire Departments

COMMUNICATIONS

Motion to accept all Communications submitted below

ITEM #1

RESOLUTION NO. ____: It is requested a Resolution be passed repealing Resolution No. 005-08R, passed on February 11, 2008, entitled: A Resolution in support of the City of Vermilion's request to the Director of the Ohio Department of Natural Resources and requesting that the Ohio Division of Natural Areas and Preserves study the Vermilion River for possible designation as wild, scenic or recreational under the Ohio Scenic Rivers program.

ITEM #2

ORDINANCE NO. ____: It is requested an Ordinance be passed authorizing and directing the City Manager to establish terms and conditions for the presentation of Ohio Bike Week by Advantage Entertainment, LLC from 2 p.m. on June 9, 2010 to 5 p.m. on June 13, 2010, for the event area, and further authorizing the City Manager to take such actions as are deemed necessary and proper to implement the presentation of Ohio Bike Week in the city.

ITEM #3 – Submitted by Scott Miller, Director of General Services

Budgetary Information: \$16,670.40 will be paid with the city's State Highway Funds (Account 217).

ORDINANCE NO. ____: It is requested an Ordinance be passed authorizing and directing payment to the Treasurer of State, Ohio Department of Transportation for the maintenance of State Route 2 for the CY 2009; authorizing the City Manager to enter into an Agreement for the maintenance of State Route 2 in the City of Sandusky by the Ohio Department of Transportation for the period of January 1, 2010 through June 30, 2011; and declaring that this Ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM #4 – Submitted by Kathryn K. McKillips, Engineer

Budgetary Information: No General Fund monies will be expended with this legislation. The city's Water and Sewer Funds will benefit from more accurate meter reading; and in return, the city's Distribution Division will maintain the water mains and fire hydrants.

ORDINANCE NO. ____: It is requested an Ordinance be passed accepting the final plat and confirming the dedication to the public use as a public right-of-way the Muirwood Village apartments water main easement within the city as set forth on the dedication plat, a copy of which is marked Exhibit "A", attached to this Ordinance and incorporated herein.

ITEM #5 – Submitted by Amanda Meyers, Paralegal & Carrie Handy, Chief Planner

Budgetary Information: The cost of this acquisition will be approximately \$20,000 to purchase the parcel, \$30,000 to demolish the structures and \$7,100 in title fees, escrow fees, deed preparation, and closing costs which will be funded by proceeds from the Neighborhood Stabilization Grant. An additional cost of \$2,900 in title fees, escrow fees, deed preparation, and closing costs for four (4) properties not eligible for grant funding will be recouped by the city upon the sale of the property. The taxing districts will not collect the delinquent taxes, assessments, penalties and interest currently due and owing which amount to approximately \$223,501.32. However, by returning this abandoned non-productive land to tax producing status, the taxing districts will once again begin collecting approximately \$5,284.12 yearly in real estate taxes and assessments, which will increase as property values are enhanced and economic development commences.

RESOLUTION NO. ____: It is requested a Resolution be passed approving and accepting certain real property for acquisition into the Land Reutilization program.

ITEM #6 – Submitted by Carrie R. Handy, Chief Planner

ORDINANCE NO. ____: It is requested an Ordinance be passed authorizing and directing the City Manager to accept a Consolidated Entitlement grant in the amount of \$892,031 total Community Development Block Grant Funds for the Program year of July 1, 2010 through June 30, 2011, and to submit to the United States Department of Housing & Urban Development a FY 2010 one-year action plan; and declaring that this Ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

Budgetary Information: There will be no impact to the General Fund. Proposed activities will be paid for through the CDBG grant funds.

ITEM #7 – Submitted by Paul R. Ricci, Assistant Fire Chief

Budgetary Information: The total cost for the dive equipment is \$30,609.50 in which the Federal Share covers \$27,548.55 (90%). The matching \$3,060.95 (10%) funds for this purchase will be paid from the city's Equipment

Replacement Fund, Account No. 431.1330.540.00 (EMS Billing Fund).

ORDINANCE NO. _____: It is requested an Ordinance be passed authorizing and directing the City Manager to purchase dive equipment and related training for use in the Fire Department from New Wave Scuba of Port Clinton, Ohio; and declaring that this Ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM #8 – Submitted by Paul R. Ricci, Assistant Fire Chief

Budgetary Information: Firelands Corporate Health Center is the sole provider of the contractually required annual testing for Fire Fighter within the City of Sandusky. Having the tests performed within the city allows Fire Fighters to be tested while on duty and therefore, avoids the additional expense of overtime and mileage. In addition, Firelands Corporate Health Center maintains the Fire Fighter’s medical charts and current testing based upon what each Fire Fighter had tested for in the immediate prior year which means not all Fire Fighters need to have all tests done which will also be a cost savings to the city. The total estimated cost for the medical examinations is not to exceed \$37,387. The cost for the exams is included in the Fire Department 2010 budget.

ORDINANCE NO. _____: It is requested an Ordinance be passed authorizing and directing the City Manager to expend funds to Firelands Regional Medical Center, Corporate Health Center of Sandusky, Ohio, for annual medical exams and fit for duty testing to be completed for the Sandusky Fire Department in CY 2010; 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

ADJOURNMENT

RESOLUTION NO. _____

A RESOLUTION REPEALING RESOLUTION NO. 005-08R, PASSED ON FEBRUARY 11, 2008, ENTITLED: A RESOLUTION IN SUPPORT OF THE CITY OF VERMILION'S REQUEST TO THE DIRECTOR OF THE OHIO DEPARTMENT OF NATURAL RESOURCES AND REQUESTING THAT THE OHIO DIVISION OF NATURAL AREAS AND PRESERVES STUDY THE VERMILION RIVER FOR POSSIBLE DESIGNATION AS WILD, SCENIC, OR RECREATIONAL UNDER THE OHIO SCENIC RIVERS PROGRAM.

WHEREAS, the City of Sandusky and other political subdivisions were asked by the City of Vermilion to provide support for their attempt to perform a study and potentially designate the Vermilion river as a scenic river by the State's Director of Natural Resources, however, since that request the City Council of the City of Vermilion has passed a Resolution rescinding their earlier Resolution of Support; and

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

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

Section 1. Resolution No. 005-08R, passed on February 11, 2008, is hereby repealed.

Section 2. The Clerk of this City Commission is hereby directed to provide a certified copy of this Resolution to the City of Vermilion's President of Council, Fred Ostrander.

Section 3. 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 4. 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 5. That for the reasons set forth in the preamble hereto, this Resolution shall take effect at the earliest time allowed by Law.

DANIEL J. KAMAN
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

PAGE 2 - RESOLUTION NO. _____

Passed:

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ESTABLISH TERMS AND CONDITIONS FOR THE PRESENTATION OF OHIO BIKE WEEK BY ADVANTAGE ENTERTAINMENT LLC FROM 2:00 P.M. ON JUNE 9, 2010, TO 5:00 P.M. ON JUNE 13, 2010, FOR THE EVENT AREA, AND FURTHER AUTHORIZING THE CITY MANAGER TO TAKE SUCH ACTIONS AS ARE DEEMED NECESSARY AND PROPER TO IMPLEMENT THE PRESENTATION OF OHIO BIKE WEEK IN THE CITY.

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

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

Section 1. The City Manager and the Police Chief and Fire Chief are authorized and directed to establish the terms and conditions for the use of a certain portion of the Downtown Business District bounded by Adams Street on the south, Decatur Street on the west, Shoreline Drive on the north, and Hancock Street on the east, hereinafter referred to as the "Event Area", during the period commencing on 2:00 p.m., June 9, 2010, and ending at 5:00 p.m. on June 13, 2010, for the presentation of Ohio Bike Week.

Section 2. The City Manager and the Police Chief and Fire Chief are authorized and directed to take such actions as are, in their opinion, necessary and proper to implement the presentation of the Ohio Bike Week celebration in the Event Area, notwithstanding certain provisions of the Codified Ordinances of the City of Sandusky, including but not limited to the applicable Chapters contained in Part Three - Traffic Code including Sections 311, 351, 371, 373, 375, and 377; applicable Chapters contained in Part Seven - Business Regulation Code, including Sections 731, 735, 741 and 753; applicable Chapters contained in Part Nine - Streets, Utilities and Public Services including Section 905.16; and any other provisions of the Codified Ordinances of the City of Sandusky that may inhibit the orderly and safe presentation of Ohio Bike Week.

Section 3. The following are in effect during Ohio Bike Week for the period commencing on 2:00 p.m., June 9, 2010, to 5:00 p.m. on June 13, 2010:

- a. Notwithstanding any provisions of the Codified Ordinances of the City of Sandusky, no person shall open-fire cook or use open-fire cooking devices, such as charcoal grills, gas grills, hibachi-type grills, or any other device that incorporates open flames, on public property in the Event Area except vendors or persons who are associated with and authorized by Advantage Entertainment LLC to participate in Ohio Bike Week.

- b. Notwithstanding any provisions of the Codified Ordinances of the City of Sandusky, no person shall sell wares or services, including but not limited to such items as food of any kind, soft drinks, novelties, souvenirs, T-shirts, hats, nor distribute any handbills, coupons, or product samples on public property in the Event Area except existing business owners / operators within the Event Area who are selling or offering for sale wares and services currently sold or offered for sale by the business owner / operator in the ordinary course of their business, and vendors or persons who are associated with and authorized by Advantage Entertainment LLC to participate in Ohio Bike Week within the Event Area.
- c. Notwithstanding any provisions of the Codified Ordinances of the City of Sandusky, no person, unless authorized by the Chief of the Sandusky Police Department, shall possess or bring to the Event Area described in Section 1 any poles, sticks or clubs made of any rigid material or any other instrument, device or thing that is capable of inflicting serious physical harm, that is designed or specifically adapted for use as a weapon, or that is possessed, carried or used as a weapon, except that such prohibition imposed by this Section shall not apply to a wooden stick used to elevate or support a sign or banner, provided that such wooden stick is not more than two (2) inches in width or three-quarters (3/4) of an inch in diameter, one quarter (1/4) inch in thickness, and forty (40) inches in length, and where such wooden stick is blunt on both ends. The prohibition in this subsection c. shall not apply to law enforcement officers, vendors or persons associated with and authorized by the Chief of the Sandusky Police Department or to canes, crutches or other similar devices used by persons who are visually or physically impaired.
- d. Notwithstanding any provisions of Chapter 505 of the Codified Ordinances of the City of Sandusky, no person shall take any animal onto public property within the Event Area unless such animal is being or will be used by law enforcement officials engaged in the performance of their duties, a blind person's guide dog or other handicap-assist dog or an animal being used as part of the presentation of Ohio Bike Week and authorized by the Chief of the Sandusky Police Department.
- e. Notwithstanding any provisions of the Codified Ordinances of the City of Sandusky, no person shall bring onto or ride on public property within the Event Area any bicycle, tricycle, or other type cycle, skateboard, roller skates, in-line skates and mechanical or motorized vehicles, unless specifically authorized by the City Manager.
- f. That the use of sound producing, sound amplifying, musical instruments and other equipment shall be limited to that which is necessary for the production of entertainment authorized by the City Manager and communication of emergency and other necessary or authorized information associated with Ohio Bike Week for the period commencing on 2:00 p.m., June 9, 2010, to 5:00 p.m. on June 13, 2010, within the Event Area.

Section 3. Whoever violates any provision of this Ordinance shall be guilty of violating the Codified Ordinances of the City of Sandusky.

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

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

Section 6. That for the reasons set forth in the preamble hereto, this Ordinance shall take effect at the earliest time allowed by Law.

DANIEL J. KAMAN
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed:



DEPARTMENT OF GENERAL SERVICES

Scott A. Miller, Director
smiller@ci.sandusky.oh.us

1024 Cement Avenue
Sandusky, OH 44870

Fleet Maintenance
Greenhouse
Horticultural Services
Oakland Cemetery & Memorial Park
Municipal Buildings
Traffic Services

419.627.5984 PHONE
419.627.5911 FAX

www.ci.sandusky.oh.us

TO: Donald C. Icsman, Acting City Manager
From: _____
Scott Miller, Director of General Services
Date: April 27, 2010
RE: Maintenance of State Route 2 in Sandusky's City Limits

ITEM FOR CONSIDERATION: Ordinance authorizing the payment to the Treasurer of State, C/O Department of Transportation (ODOT) for maintenance of State Route 2 located within the City limits for the calendar year 2009 in the amount of \$16,670.40 and approving a new agreement with ODOT for the period of 1/1/10 through 6/30/11.

Ordinance 8203-C, passed March 27, 1978, requires the City to annually pay ODOT for maintenance that can include but is not limited to snow plowing, drainage repair, guardrail, and pavement patching and crack sealing. 2007 is the first year that the cost of this agreement exceeded the \$10,000 threshold for payments requiring legislation. The City paid \$10,900.70 for 2007 and \$17,513.27 for 2008.

In the past, the City has plowed Cleveland Road from the City limits to Camp Road in Huron Township for ODOT and in return ODOT has "forgiven" the actual charges for snow and ice control costs on S.R. 2 within the City limits. This swapping of services arrangement has decreased the overall cost for the maintenance of S.R. 2 to the City. The 1978 agreement does not reflect this current arrangement which began in the late 1990's. City Staff has worked out a new agreement with ODOT to include this language. Furthermore, in the new agreement, ODOT will bill the City at the end of their fiscal year, which ends June 30th. City Staff and ODOT have agreed that the next bill would come at the end of ODOT's fiscal year for 2010, (18 months). It was also agreed to hold off on paying the CY 2009 invoice until the new agreement was approved and in place.

BUDGETARY INFORMATION: \$16,670.40 will be paid with the City's State Highway Funds (Account 217).

ACTION REQUESTED: Request legislation approving the payment in the amount of \$16,670.40 to the Treasurer of State, C/O Department of Transportation, for work performed in 2009. It is also requested that the legislation to be passed under the suspension of the rules in accordance with section 14 of the City Charter so the payment can be made as soon as possible for services provided in the CY 2009 and to execute the new agreement reflecting the current arrangement with ODOT for maintenance.

I concur with the recommendation:

Donald C. Icsman
Acting City Manager

KKM/cal

cc: Kelly Kresser, Clerk of Commission
Ed Widman, Finance Director

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING PAYMENT TO THE TREASURER OF STATE, OHIO DEPARTMENT OF TRANSPORTATION FOR THE MAINTENANCE OF STATE ROUTE 2 FOR THE CY 2009; AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE MAINTENANCE OF STATE ROUTE 2 IN THE CITY OF SANDUSKY BY THE OHIO DEPARTMENT OF TRANSPORTATION FOR THE PERIOD OF JANUARY 1, 2010 THROUGH JUNE 30, 2011; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City of Sandusky consented to the maintenance of State Route 2 within the corporate limits of the City that may include but is not limited to snow plowing, drainage repair, guardrail and pavement patching and crack sealing by the Ohio Department of Transportation by Ordinance 8203-C, passed on March 27, 1978, and further agreed to annually pay the Ohio Department of Transportation for said services; and

WHEREAS, the cost for the annual maintenance for CY 2009 is \$16,670.40 and will be paid from the City's State Highways Funds (Account 217); and

WHEREAS, since the late 1990's the City has plowed Cleveland Road from the City Limits to Camp Road in Huron Township for the Ohio Department of Transportation and in return ODOT has "forgiven" the actual charges for snow and ice control costs on S.R. 2 within the City limits for which ODOT provides service in addition to the routine maintenance; and

WHEREAS, this proposed agreement with the Ohio Department of Transportation includes language to reflect the current arrangement and also changes the term of the agreement to coincide with ODOT's fiscal year which ends on June 30th; and

WHEREAS, this legislation should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to allow payment to be made to the Treasurer of State, Ohio Department of Transportation for services provided in CY 2009 as soon as possible and to execute the new agreement which reflects the current arrangement with ODOT for the period of January 1, 2010 through June 30, 2011; 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 Department of General Services of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this Ordinance be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. This City Commission hereby authorizes and directs the City Manager and/or Finance Director to make payment to the Treasurer of State, Department of Transportation for the annual maintenance for State Route 2 for the CY 2009 in an amount not to exceed Sixteen Thousand Six Hundred Seventy and 40/100 Dollars (\$16,670.40), consistent with the invoice received by the City.

Section 2. This City Commission approves the form of the Agreement with the Ohio Department of Transportation for the maintenance of State Route 2 in the City of Sandusky, a copy of which is market Exhibit "1", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Ordinance, and authorizes and directs the City Manager to sign the Agreement on behalf of the City.

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.

DANIEL J. KAMAN
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: May 10, 2010

SANDUSKY AGREEMENT

This Agreement is made by and between the State of Ohio, Department of Transportation, 1980 West Broad Street, Columbus, Ohio 43223 (ODOT), hereinafter referred to as **STATE**, and the City of Sandusky, 222 Meigs Street, Sandusky, OH 44870, hereinafter referred to as **CITY**.

1. Introduction

- 1.1 Pursuant to Ohio Revised Code Sections 5501.03(A), 5501.31, and 5511.01, the Ohio General Assembly has provided that the Director of the Ohio Department of Transportation shall have general supervision of all roads comprising the State Highway System outside of a municipal corporation, including maintenance and repair thereof, and that the director may enter into such contracts necessary to fulfill such supervision and maintenance.
- 1.2 **Major Repair, Rehabilitation or Reconstruction** – The STATE shall continue to program projects and let contracts for major repair, reconstruction and/or rehabilitation as determined by the STATE in accordance with departmental policies. These projects shall include, but not be limited to, resurfacing in accordance with STATE pavement policies, major bridge repair, bridge painting, bridge deck replacement, upgrading of signs, or major drainage repairs. These projects will be programmed and administered by the STATE to maximize the use of Federal funds.
- 1.3 Pursuant to Ohio Revised Code Section 723.01, it is the duty of CITY to maintain all highways within the limits of its municipal corporation.
- 1.4 In the interest of public safety and convenience, it is the desire of the parties hereto to enter into an agreement for performing snow and ice control and routine maintenance on certain portions of state highway in and around the city of Sandusky.

2 Snow and Ice Removal

- 2.1 The STATE will perform snow and ice control on the following portions of roadway within the corporation limits:
 - SR2: from rural areas west of Sandusky to rural areas east of Sandusky. This includes lane miles within the city of Sandusky [3.79 to 4.84 (1.05 miles x 4 lanes) = 4.20 lane miles]
 - SR2 Ramps at US6 (west jct.): within the city of Sandusky - approximately 2.40 lane miles
- 2.2 The CITY will perform snow and ice control on the following portions of roadway outside of the corporation limits:
 - US6: from within the city to Camp Rd. (including rural section from east corporation limit to Camp Rd. [11.26 to 13.85 = 5.18 lane miles]

2.3 Snow and Ice Control

2.3.1 The goal of effective snow and ice control is to provide traction and uniformity of the pavement surface, as soon as practical.

2.3.2 Guidelines from the Ohio Department of Transportation Maintenance Administration Manual

Route Goals during an Event

First Priority - Maintain 90% clear pavement when practical. (Edge line to Edge line)

Second Priority - Maintain 60% clear pavement when practical. (Edge line to Edge line)

Third Priority - Maintain 50% clear pavement when practical. (Edge line to Edge line)

Cleanup after an Event

First Priority - Obtain 100% clear pavement as soon as practical. (Edge line to Edge line)

Second and Third Priority - Obtain 95% clear pavement as soon as practical. (Edge line to Edge line)

2.3.3 Route Priorities

SR2 = First Priority

US6 = First Priority

3. **Routine Maintenance**

3.1 Routine maintenance is defined as the act of preserving and keeping each type of roadway, roadside structure or facility within the right-of-way as nearly as possible in its original condition as constructed or as subsequently improved, to provide satisfactory and safe highway transportation. Routine maintenance may include, but may not be limited to: crack sealing, pothole patching, pavement repairs, pavement markings (long line and auxiliary), sign repair, mowing, possibly herbicidal spraying, street and bridge sweeping, litter pickup, guardrail repair, lighting maintenance, minor drainage repairs (less than \$15,000 total cost) as determined by the CITY or STATE depending on jurisdiction, catch basin and drainage structure cleaning.

3.2 This agreement excludes permit issuance, signal maintenance, culvert replacements and major drainage repairs (\$15,000 total cost or more). These items will remain the responsibility of the agency with jurisdictional responsibility based on corporation limits. (in City = CITY; rural = STATE).

3.3 The STATE will perform routine maintenance on the following portions of roadway within the city:

- SR2: from rural areas west of Sandusky to rural areas east of Sandusky. This includes lane miles within the city of Sandusky [3.79 to 4.84 (1.05 miles x 4 lanes) = 4.20 lane miles]
- SR2 Ramps at US6 (west jct.): within the city of Sandusky - approximately 2.40 lane miles

3.4 The CITY will perform routine maintenance on the following portions of roadway within rural areas:

none

4 **Signal/Lighting Maintenance**

4.1 This agreement does not include signal maintenance; the CITY will continue to perform preventive and routine maintenance on systems within the city and the STATE will maintain the systems within their jurisdiction.

5 **Notices**

Notices given under the terms of this Agreement shall be deemed sufficiently received if in the case of notice to either party, such notice is mailed by certified or registered United States Mail or is personally delivered to either party's above referenced address.

6. **Reimbursement / exchange of services**

6.1 As reimbursement for STATE performing snow and ice control on the sections described, the CITY shall perform snow and ice control on those portions of the highways described; in accordance with the procedures, as applicable, set forth in this agreement (from section 900 of the Maintenance Administration Manual).

6.2 As reimbursement for the STATE performing routine maintenance on the sections described the CITY shall reimburse the STATE for the cost.

6.2.1 The STATE shall use a formula to calculate appropriate routine maintenance costs, excluding snow and ice removal (snow and ice costs are traded per 6.1). The STATE will track all routine maintenance costs on SR2 within Erie county and determine a per lane mile cost based on all SR2 lane miles, including ramps, within Erie and apply this rate to the lane miles maintained in Sandusky (6.6 lane miles).

7. **Dispute Resolution**

7.1 In the event a dispute arises regarding responsibilities under this Agreement, notification of such dispute shall be sent to the District Deputy Director of District 3, Ohio Department of Transportation, and a designated representative of the City of Sandusky, in writing, within 90 days of discovery of such dispute. In such notification, the disputing party shall present such evidence as may support their position. Within a reasonable time, District Deputy Director of District 3, Ohio Department of Transportation, and a designated representative of the City of Sandusky shall review the facts and circumstances surrounding the dispute for the purpose of determination. Said dispute shall be resolved within a reasonable period of time.

8. **Time of Performance: Termination**

8.1 This Agreement shall be effective for the time frame of January 1, 2010 through June 30, 2011. Either party may renew this Agreement yearly by giving the other party notice of intention to renew no later than May 1 of the year of termination. The period of renewal shall run from July 1 of the year in which the agreement is renewed to June 30 of the following.

8.2 Either party may unilaterally terminate this Agreement by giving thirty (30) days written notice to the other party.

9. **Third Parties**

9.1 Nothing stated in this Agreement shall inure to the benefit of any third parties. Nothing stated in this Agreement shall act as a waiver of any immunities or defenses available to either party, either by statute or common law.

10. **Equal Employment Opportunity**

10.1 In carrying out this Agreement, CITY shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, or age. CITY will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin, disability, or age. Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.

10.2 CITY agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. CITY will, in all solicitations or advertisements for employees placed by or on behalf of CITY, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, or age. CITY shall incorporate the foregoing requirements of this paragraph in all of its contracts for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials) and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

11. **Responsibility for Claims**

11.1 Each party to this Agreement recognizes that the other is self-insured. Nothing in this Agreement shall be construed as an indemnification by one party of the other for liabilities of the other party or third parties for property loss or damage or personal injury or death arising out of and/or during the use described in this Agreement. Any liability for claim for property loss or damage or personal injury or death by a party, its employees, agents, invitees, or contractors, or by third persons, arising out of and during the activities associated with the Agreement shall be determined in accordance with laws of the State of Ohio.

12. **Compliance with Law**

12.1 CITY agrees to comply with all applicable federal, state, and local laws in the conduct of the work hereunder. CITY accepts full responsibility for payment of all taxes including without limitation, workers' compensation, unemployment compensation insurance premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by CITY in the performance of the work authorized by this Agreement. ODOT shall not be liable for any taxes under this Agreement.

13. **Certification of Funds**

13.1 It is expressly understood by the parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either party until all statutory provisions under the Ohio Revised Code, including but not limited to Section 126.07, have been complied with and until such time as all necessary funds are made available and forthcoming from the appropriate state agencies, and, when required, such expenditure of funds is approved by the General Assembly and by the Controlling Board of the State of Ohio or, in the event that federal funds are used, until such time that the State gives CITY written notice that such funds have been made available to STATE by STATE's funding source.

14. **Change or Modification**

14.1 This Agreement constitutes the entire agreement between the parties, and any changes or modifications to this Agreement shall be made and agreed to in writing.

15. **Assignment**

15.1 CITY may assign this Agreement and any of its rights, duties and obligations hereunder to the Erie County Board of County Commissioners. No Further assignment shall be made without the prior express written consent of the both parties. CITY shall provide ODOT a copy of any additional agreement(s) that would assign its rights, duties and obligations hereunder to the Erie County Board of County Commissioners.

16. **Construction**

16.1 This Agreement shall be construed and interpreted and the rights of the parties determined in accordance with the laws of the State of Ohio.

17. **Drug Free Workplace**

17.1 CITY agrees to comply with all applicable state and federal laws regarding a drug free workplace. CITY shall make a good faith effort to ensure that all CITY employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

18. **Signatures**

18.1 Any person executing this Agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

IN WITNESS THEREFORE, the parties hereunto have caused this Agreement to be executed by officials thereunto duly authorized as of the day and year last written below.

FOR THE OHIO DEPARTMENT OF
TRANSPORTATION

FOR THE CITY OF SANDUSKY

Jolene M. Molitoris
Director
Ohio Department of Transportation

Name: _____
Title: _____

Date

Date



DEPARTMENT OF PLANNING, ENGINEERING & DEVELOPMENT

KATHRYN MCKILLIPS, P.E.

222 Meigs Street
Sandusky, Ohio 44870
Phone 419/627-5829
Fax 419/627-5933

kmckillips@ci.sandusky.oh.us

To: Donald C. Icsman, Acting City Manager
From: Kathryn K. McKillips, Engineer
Date: April 26, 2010
Subject: Commission Agenda Item

ITEM FOR CONSIDERATION: Legislation approving and accepting the plat and dedication of the Muirwood Village Apartments Water Main Easement.

The water mains are currently owned and maintained by the property owners of Muirwood Village. The two existing water meters are not operating accurately, and low flows in the apartment complex are not registering. The meters are located at each entrance into Muirwood. Due to the configuration of the mains, the meters, and the hydrants, a better solution to improving the metering of water and fire fighting flows is to install a meter pit and meter at each apartment building. This will allow water to get to the hydrants without flowing through a meter, and domestic water will more accurately be metered as it flows into the individual apartment buildings. Dedicating the water mains to the City by the property owners, Sandusky Housing Trust Limited Partnership, allows the City to control the mains and provide general maintenance on valves and hydrants and be able to install the meters as necessary.

Because of the inaccuracy of the existing meters, the property owners have been paying an invoiced amount of \$3,849.25 per month for water and sewer in order to prevent a large lump sum bill after the meters are replaced and the usage is reconciled. (The new meters will show the actual water usage; therefore, the City will estimate past usage and bill for that amount of water and sewer usage.)

From reviewing past correspondence pertaining to the Muirwood project, the original intention of both the City and the property owner was to have the water and sewer utilities within the Muirwood Village dedicated to the City.

BUDGETARY INFORMATION: No General Fund monies will be expended with this legislation. The City's Water and Sewer Funds will benefit from more accurate meter reading; and in return, the City's Distribution Division will maintain the water mains and fire hydrants.

ACTION REQUESTED: It is requested that the Muirwood Village Apartments Water Main Easement dedication Plat be approved in order for the City to accept the water mains and proceed with the conversion of the water meters.

I concur with this recommendation:

Donald C. Icsman, Acting City Manager
cc: Kelly Kresser, Clerk of City Commission
Ed Widman, Finance Director

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING THE FINAL PLAT AND CONFIRMING THE DEDICATION TO THE PUBLIC USE AS A PUBLIC RIGHT-OF-WAY THE MUIRWOOD VILLAGE APARTMENTS WATER MAIN EASEMENT WITHIN THE CITY AS SET FORTH ON THE DEDICATION PLAT, A COPY OF WHICH IS MARKED EXHIBIT "A", ATTACHED TO THIS ORDINANCE AND INCORPORATED HEREIN.

WHEREAS, the Muirwood Village Apartments water mains are currently owned and maintained by the property owners of Muirwood Village, Sandusky Housing Trust Limited Partnership; and

WHEREAS, the original intention of both the City and the property owner for the Muirwood Project was to dedicate the water and sewer utilities within the Muirwood Village to the City; and

WHEREAS, dedicating the water mains to the City by the property owners allows the City to control the water mains and provide general maintenance on valves and hydrants and to be able to install the meters as necessary; and

WHEREAS, the final plat of the land describing the Muirwood Village Apartments Water Main Easement has been approved by the City's Deputy Engineer; and

WHEREAS, this City Commission subsequent to formal acceptance of the Muirwood Village Apartments Water Main easement for public use authorizes the recording of the Final Plat in the office of the Erie County Recorder; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of Municipal Departments of the City of Sandusky, Ohio, that the Muirwood Village Apartments Water Main Easement be accepted and dedicated to public use by this City Commission as a public right-of-way; and, NOW, THEREFORE,

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

Section 1. This City Commission accepts and approves the Final Plat for the Muirwood Village Apartments Water Main easement and its dedication to the public use as a right-of-way is accepted and confirmed.

Section 2. The Clerk of the City Commission is authorized to cause the Final Plat to be recorded in the office of the Erie County Recorder.

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 at the earliest time allowed by Law.

DANIEL J. KAMAN
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed:

TO: Don Icsman, Acting City Manager

FROM: Amanda Meyers, Paralegal
Carrie Handy, Chief Planner

DATE: April 29, 2010

RE: City Commission Agenda Item

ITEM FOR CONSIDERATION: Legislation requesting approval for the City Manager to accept sixteen (16) parcels of tax delinquent nonproductive land situated within the City of Sandusky through the City of Sandusky's Land Reutilization Program for the purpose of facilitating reutilization of the nonproductive land. Thirteen (13) of the parcels are vacant lots that will be acquired by foreclosure or a gift of deed in lieu of foreclosure, two (2) parcels with condemned structures will be acquired through forfeiture and demolished, and one (1) parcel with a blighted structure will be purchased with Neighborhood Stabilization Program (NSP) grant funds and demolished. The parcels will be placed in the Land Reutilization Inventory until sold.

BACKGROUND INFORMATION: Pursuant to Ordinance No. 07-026 passed June 11, 2007, the City is conducting a Land Reutilization Program in accordance with the provisions of Chapter 5722 of the Ohio Revised Code to acquire vacant and abandoned tax delinquent property with the future goal of productive reuse of the land. The City's ability to assemble land for reuse and redevelopment is critical to stabilizing and rebuilding Sandusky's neighborhoods and is necessary for neighborhood revitalization.

The goal of the City of Sandusky's Land Reutilization Program is to return vacant and abandoned tax delinquent property to productive use that benefits the community. If a property is not producing tax revenues, less money is collected and available for enhancements back in to the community. Also, because the property is abandoned, it is not maintained and often becomes an illegal dumping ground. The City spends thousands of dollars a year maintaining weeds and nuisance conditions on abandoned properties. By returning the property back to a long-term tax producing status, more revenue is generated and available for community improvements and the City will not have to expend funds to maintain it.

In 2009, Erie County received \$1,267,000 in Neighborhood Stabilization Program grant funds that are being administered by Erie Regional Planning of which approximately \$900,000 are available for use by the City of Sandusky. These funds can only be utilized for the following activities:

1. Demolition of vacant, dilapidated (condemned) residential structures that are blighting influences on the neighborhoods.
2. Acquisition of nonproductive vacant lots for Land Reutilization (Land Bank) where a dwelling has been demolished in the past.
3. Acquisition of vacant, dilapidated (condemned) residential structures that have been foreclosed upon and reclaimed by the plaintiff bank. The City will demolish the structures and the cleared property shall be placed in the City's

Land Reutilization Program (Land Bank) and be made available to adjoining property owners for yard expansion or to private developers to facilitate the development of new affordable infill housing.

4. Acquisition and rehabilitation of structurally sound housing that has been foreclosed upon and reclaimed by the plaintiff bank. The property shall be acquired for a nonprofit corporation to rehabilitate to current zoning and building standards in order to provide housing for low to moderate income families.

The Neighborhood Stabilization Program grant was awarded to Erie County in April 2009 with a mandate that seventy five percent (75%) of the grant funds must be obligated to a project address by March 31, 2010 allowing only 12 months in order to train, plan, organize and expend the funds. The first six (6) months were spent in training, attending seminars and meeting with all of the governmental entities located within Erie County to organize and coordinate a plan of action, leaving only six (6) months to obligate the funds. This has been an impossible task to complete due to the length of time that it takes to research property, perform title searches, inspection, environmental reviews, and obtain approval. Erie County has found a way to meet the obligation date of March 31, 2010 by creating a proposed list of designated project addresses that meet the qualifications for NSP funding for acquisition, which was submitted to the State of Ohio. However, each parcel must be approved and accepted by City Commission before funds are expended on Land Reutilization for any proposed project address.

The following activities have been budgeted for expenditure by the City of Sandusky pursuant to Erie County's Neighborhood Stabilization Program:

- a. Demolition without acquisition of at least twenty (20) blighted, vacant and public nuisance residential structures;
- b. Acquisition and rehabilitation of eight (8) vacant structurally sound dwellings in neighborhoods with the highest low and moderate income populations working in conjunction with Habitat for Humanity, Volunteers of America and ARC of Erie County;
- c. Acquire, land bank, demolish and maintain at least twenty (20) properties through the City's Land Reutilization Program in target neighborhoods;
- d. Provide homebuyer counseling.

The projects listed above will primarily be conducted within three target areas within the City of Sandusky identified as:

- a. Kilbourne Plat Area, which is identified as the area bounded by Meigs Street to the east, Monroe Street to the south, Shelby Street to the west and Sandusky Bay to the north.
- b. The Hancock Street Acquisition Zone, which is identified as the area bounded by Franklin Street to the east, Scott Street to the south, Wayne Street to the west and Monroe Street to the north.
- c. The Southside Neighborhood, which is identified as the area bounded by Hayes Avenue (State Route #4) on the east, Perkins Avenue on the south, Mills Street on the west and the mainline railroad tracks that divide the City on the north.

The purpose of the NSP project is to improve neighborhood appearance and livability, while preserving market value of neighborhoods. This goal will be obtained through the following objectives:

1. Eliminate blighting influences on neighborhoods.
2. Reduce population loss.
3. Eliminate safety hazards presented by unsafe structures.
4. Make property available for land reutilization (land banking) and redevelopment.
5. Provide housing for families with low to moderate income levels.
6. Provide homeownership opportunities or transitional housing opportunities.

The sixteen (16) parcels requested for acquisition have been deemed to be necessary and/or beneficial to the Land Reutilization Program efforts and approved by the following quorum of the Land Bank Committee:

1. Carrie Handy - Chief Planner
2. Julie Farrar – City Commissioner
3. Charlie Sams - Acting Chief of Police
4. Kathy McKillips – Deputy Engineer
5. Scott Miller – Director of General Services

The City will assume possession and control of the parcels of nonproductive land which will be deposited in the City's Land Reutilization Inventory. The City will receive title free and clear of all liens and encumbrances except easements and covenants of record running with the land. The County Auditor will remove from the tax lists and duplicates all taxes, assessments, charges, penalties, and interest that are due and payable on the land at the time of sale to the City. All lands acquired and held in the Land Reutilization Inventory are deemed to be real property used for a public purpose and are exempt from taxation until sold.

Thirteen (13) of the parcels are nonproductive vacant lots that will be acquired by foreclosure or a gift of deed in lieu of foreclosure and placed in the Land Reutilization Inventory to be acquired by the adjoining property owners for yard expansion or marketed for future development. Two (2) parcels with condemned structures will be acquired through forfeiture and demolished in which the vacant lots will be combined and marketed for future development. One (1) parcel with a blighted structure will be purchased with Neighborhood Stabilization Program (NSP) grant funds and demolished in which the adjoining property owners will be asked to acquire for yard expansion. If this Resolution is approved, a request for approval of separate Ordinances to enter into a purchase agreement for the sale of each of the parcels will be presented to the City Commission for approval at a future date.

BUDGET IMPACT: The cost of this acquisition will be approximately \$20,000 to purchase the parcel, \$30,000 to demolish the structures and \$7,100 in title fees, escrow fees, deed preparation, and closing costs which will be funded by proceeds from the Neighborhood Stabilization Grant. An additional cost of \$2,900 in title fees, escrow fees, deed preparation, and closing costs for four (4) properties not eligible

for grant funding will be recouped by the City upon the sale of the property. The taxing districts will not collect the delinquent taxes, assessments, penalties and interest currently due and owing which amount to approximately \$223,501.32. However, by returning this abandoned nonproductive land to tax producing status, the taxing districts will once again begin collecting approximately \$5,284.12 yearly in real estate taxes and assessments, which will increase as property values are enhanced and economic development commences.

ACTION REQUESTED: It is requested legislation be adopted allowing the City Manager to accept the sixteen (16) parcels of land through the City of Sandusky's Land Reutilization Program.

Amanda J. Meyers
Paralegal

Carrie R. Handy
Chief Planner

I concur with this recommendation:

Donald C. Icsman, Acting City Manager

RESOLUTION NO. _____

A RESOLUTION APPROVING AND ACCEPTING CERTAIN REAL PROPERTY FOR ACQUISITION INTO THE LAND REUTILIZATION PROGRAM.

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

WHEREAS, the City is requesting acceptance of thirteen (13) parcels of nonproductive land and three (3) parcels of condemned and/or blighted property situated within the City of Sandusky as further described in attached Exhibit "A"; and

WHEREAS, it is necessary to acquire the nonproductive land parcels and condemned and/or blighted property in accordance with the City of Sandusky's Land Reutilization Program in order to facilitate reutilization of the nonproductive land or condemned and/or blighted property to support neighborhood revitalization and development within the City; and

WHEREAS, upon City Commission approval to accept the thirteen (13) nonproductive land parcels and three (3) parcels of condemned and/or blighted property, thirteen (13) parcels will be placed in the Land Reutilization Inventory to be acquired by the adjoining property owners or marketed for future development, two (2) parcels will be demolished, combined and marketed for future development and the remaining one (1) parcel will be purchased with Neighborhood Stabilization Program (NSP) grant funds, demolished and acquired by the adjoining property owners or marketed for future development; and

WHEREAS, all of the parcels requested for acquisition will be presented to this City Commission by Ordinance in the future for approval to enter into purchase and sale agreements for each of the parcels; and

WHEREAS, in 2009, Erie County received \$1,267,000 in Neighborhood Stabilization Program grant funds that are administered by Erie Regional Planning of which \$900,000.00 are available for use by the City of Sandusky; and

WHEREAS, the cost of the acquisitions will be approximately \$20,000.00 to purchase the parcels, \$30,000.00 for the demolition of the structures and \$7,100.00 in title fees, escrow fees, deed preparation and closing costs for a total of \$57,100.00 which will be paid with NSP funds and an additional cost of \$2,900.00 in title fees, escrow fees, deed preparation and closing costs for the properties not eligible for grant funding will be recouped by the City upon sale of the property; and

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

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

Section 1. This City Commission hereby approves and accepts for acquisition into the Land Reutilization Program thirteen (13) parcels of nonproductive land and three (3) parcels of condemned and/or blighted property situated within the City of Sandusky, as further described in Exhibit "A", a copy of which is attached to this Ordinance and specifically incorporated herein.

Section 2. This City Commission authorizes and directs the City Manager to acquire the nonproductive land and condemned and/or blighted property in

accordance with the City of Sandusky's Land Reutilization Program in order to facilitate reutilization of the nonproductive land and/or condemned and blighted property to support neighborhood revitalization and development within the City.

Section 3. 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 4. 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 5. That for the reasons set forth in the preamble hereto, this Resolution shall take effect at the earliest time allowed by Law.

DANIEL J. KAMAN
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed:

**EXHIBIT A
VACANT LOTS**

Parcel	Address	Owner(s)	Del. Taxes	Assessments	P&I*	Total Owed	Yearly Taxes and Assessments
58-00501.000	1217 Ransom	Aris Williams, Jr.	2,809.32	4,213.70	456.35	7,479.37	377.22
Proposed Use: This unbuildable parcel has been requested by adjoining property owners for yard expansion.							
56-00632.000	526 E. Madison	Alberta Ferrell	321.27	1,692.01	26.59	2,039.87	169.28
Proposed Use: Property owner would like to gift deed this property to the City. Located in the Kilbourne Plat Acquisition Zone.							
56-00868.000	509 E. Jefferson	Dewey & Charlotte Tuttle	6,021.41	14,592.87	994.32	21,608.60	218.26
Proposed Use: This vacant lot has been requested by the adjoining property owners for yard expansion. Located in the Kilbourne Plat Acquisition Zone.							
58-01029.000	0 McDonough	Constance Curly, etal	824.33	2,079.73	134.21	3,038.27	91.32
Proposed Use: This unbuildable parcel has been requested by adjoining property owner. Located in the South Side Acquisition Zone.							
56-00637.000	440 Huron	Shirley VanWwy	5,489.95	16,422.19	903.27	22,815.41	328.72
Proposed Use: This unbuildable vacant lot will be combined with adjoining vacant lot to form a buildable parcel. Located in the Kilbourn Plat Acquisition Zone.							
57-05170.000	0 Hancock	Jerry & Cynthia Tallman	14,084.53	36,624.74	2,332.89	53,042.16	342.12
Proposed Use: This buildable parcel is located in the Hancock Street Acquisition Zone.							
57-05288.000	1844 Fourth	Roy Wilson	1,981.39	8,839.44	323.07	11,143.90	203.56
Proposed Use: This unbuildable parcel has been requested by adjoining property owner for yard expansion.							
57-05105.000	0 Fourth	Roy & Annie Wilson	1,288.40	1,388.33	208.29	2,885.02	186.64
Proposed Use: This unbuildable parcel has been requested by adjoining property owner for yard expansion.							
57-01072.00	0 Rockwell	Yma Oglesby	2,973.96	2,337.48	470.46	5,781.90	295.32
Proposed Use: This unbuildable parcel is located in the South Side Acquisition Zone and has been requested by the adjoining property owner.							
57-03452.000	0 Rockwell	Robert & Erciele Oglesby	17,491.15	9,715.23	2,880.96	30,087.34	355.92
Proposed Use: This buildable parcel is located in the South Side Acquisition Zone and has been requested by the adjoining property owner.							
57-01431.000	127 Neil	Precious Garrett	8,149.49	7,190.68	1,400.17	16,740.34	129.18
Proposed Use: This unbuildable parcel has been requested by the adjoining property owners for yard expansion.							
58-00061.000	2123 - 2125 E. Forest	Leora Land	107.34	1,914.18	0.00	2,021.51	107.34
Proposed Use: This vacant lot is located in the Southside Acquisition Zone where more property will be acquired and combined in order to form a larger parcel for economic development purposes.							

VACANT LOTS

Parcel	Address	Owner(s)	Del. Taxes	Assessments	P&I*	Total Owed	Yearly Taxes and Assessments
59-00705.000	0 W. Madison	Mark Lunsford, etal	6,795.68	20,445.24	1,128.20	28,369.12	77.50
Proposed Use: This unbuildable parcel has been requested by the adjoining property owners for yard expansion. Located in the Kilbourne Plat acquisition zone.							

** The Hancock Street Acquisition Zone, Kilbourne Plat Acquisition Zone, Third Street Acquisition Zone and Southside Acquisition Zone were created by the Land Bank Committee pursuant to the Ohio Revised Code because the neighborhoods possess many vacant and/or abandoned nonproductive land parcels that qualify for acquisition through the Land Reutilization Program

ACQUISITION OF PARCELS WITH STRUCTURES FOR DEMOLITION

Parcel	Address	Owner(s)	Del. Taxes	Assessments	P&I*	Total Owed	Yearly Taxes and Assessments
57-05169.000	1008 Hancock	Jerry & Cynthia Tallman	5,235.45	1,372.70	852.97	7,461.12	480.64
Proposed Use: The structure will be demolished and this unbuildable parcel will be combined with adjoining parcel to form a buildable parcel for future economic development. Located in the Hancock Street Acquisition Zone.							
57-05171.000	1010 Hancock	Jerry & Cynthia Tallman	12,577.32	4,355.93	2,054.14	18,987.39	1,184.88
Proposed Use: The structure will be demolished and this unbuildable parcel will be combined with adjoining parcel to form a buildable parcel for future economic development. Located in the Hancock Street Acquisition Zone.							
59-00990.000	410 Fulton	Federal Home Loan Mtg.	NA	NA	NA	0.00	736.22
Proposed Use: The structure will be acquired and demolished with NSP funds and the unbuildable vacant lot will be offered to adjoining property owners for yard expansion. Located in the Kilbourne Plat Acquisition Zone.							

***All of the structures requested for acquisition are vacant pursuant to NSP grant fund regulations.

Total Tax Delinquency:	233,501.32	
Estimated Yearly Tax Production:		5,284.12

TO: Donald C. Icsman
Interim City Manager

FROM: Carrie R. Handy
Chief Planner

DATE: May 3, 2010

**SUBJECT: Item for the May 10, 2010 City Commission Agenda
One-Year Action Plan – FY 2010**

ITEM FOR CONSIDERATION: Authorizing and directing the City Manager to accept a consolidated entitlement grant in the amount of \$892,031 of Community Development Block Grant funds for the program year of July 1, 2010 through June 30, 2011; and to submit to the United States Department of Housing and Urban Development an FY 2010 One-Year Action Plan; and to execute all certifications and agreements; and to authorize program expenditures.

BACKGROUND INFORMATION: Prior to 2004, the City of Sandusky had received Community Development Block Grant (CDBG) funds through the State of Ohio Formula Grant Program. As a result of the 2000 Census, the City of Sandusky became a direct entitlement city and began receiving CDBG funds directly from the United States Department of Housing and Urban Development (HUD). Eight hundred and ninety-two thousand, and thirty-one dollars (\$892,031) are available from HUD to fund the City of Sandusky's 2nd Year Consolidated Plan budget for CDBG eligible activities.

In 2004 and in 2008, as required by HUD, the City of Sandusky undertook the consolidated planning process in order to receive funding from the HUD CDBG program. Sandusky's 5-Year Consolidated Plan for 2009-2013 strives to create economic opportunity and self-sufficiency and to sustain community development through comprehensive planning and a resource allocation approach. Activities include programs to address affordable housing and community development. Program contracts are awarded via Federal and City procurement regulations.

A One-Year Action Plan must be prepared on an annual basis incorporating any other comments deemed appropriate by the City and submitted to HUD under the rules and regulations promulgated by it. The One-Year Action Plan for the program year of July 1, 2010 through June 30, 2011 must be submitted to HUD by May 15, 2010. A 30-day comment period began March 24, 2010 and expired on April 30, 2010 at 5:00 p.m. The FY 2010 Action Plan will be available at the Sandusky Public Library and the City of Sandusky Municipal Building, 222 Meigs Street in the Department of Development. The document can also be accessed on-line at www.ci.sandusky.oh.us. All public comments will be incorporated into the final submission.

BUDGET/STRATEGIC PLAN IMPACT: There will be no impact to the general fund. Proposed activities will be paid for through the CDBG grant funds.

ACTION REQUESTED: It is requested that the City Commission approve legislation authorizing and directing the City Manager to accept a CDBG consolidated entitlement grant in the amount of \$892,031 for the program year of July 1, 2010 through June 30, 2011 and to submit to HUD a One-Year Action Plan and to execute all certifications and agreements and to authorize program expenditures. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter to meet the May 15, 2010 deadline.

I concur with this recommendation.

Donald C. Icsman
Interim City Manager

Carrie R. Handy
Chief Planner

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ACCEPT A CONSOLIDATED ENTITLEMENT GRANT IN THE AMOUNT OF \$892,031.00 TOTAL COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR THE PROGRAM YEAR OF JULY 1, 2010, THROUGH JUNE 30, 2011, AND TO SUBMIT TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT A FY 2010 ONE-YEAR ACTION PLAN; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, prior to the year 2004 the City of Sandusky received Community Development Block Grant (CDBG) funds through the State of Ohio Formula Grant Program; and

WHEREAS as a result of the 2000 Census the City of Sandusky became a direct entitlement City eligible to receive CDBG funds directly from the U.S. Department of Housing and Urban Development; and

WHEREAS, Eight Hundred Ninety Two Thousand Thirty One and 00/100 dollars (\$892,031.00) is available from HUD to fund the City of Sandusky's 2nd Year Consolidated Plan budget for Community Development Block Grant eligible activities; and

WHEREAS, this City Commission authorized the submittal of a 5-year Consolidated Plan for 2009-2013 to the United States Department of Housing and Urban Development by Ordinance No. 09-039, passed on May 11, 2009, that strives to create economic opportunity and self-sufficiency and to sustain community development through comprehensive planning a resource allocation approach and includes programs to address affordable housing and community development; and

WHEREAS, a One-Year Action Plan must be prepared on an annual basis incorporating other comments deemed appropriate by the City and for the program year of July 1, 2010, through June 30, 2011, must be submitted to HUD by May 15, 2010, and the thirty (30) day public comment period which began on March 24, 2010 and expired on April 30, 2010 at 5:00 P.M. with all additional comments being incorporated into the final submission; 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 provide for the submission of the One-Year Action Plan to the United States Department of Housing and Urban Development by the May 15, 2010 deadline; and

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

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

Section 1. This City Commission authorizes and directs the City Manager to accept a Consolidated Entitlement Grant in the amount of Eight Hundred Ninety Two Thousand Thirty One and 00/100 Dollars (\$892,031.00) for the program year of July 1, 2010 through June 30, 2011, from the U.S. Department of Housing and Urban Development.

Section 2. This City Commission authorizes and directs the City Manager to

submit to the U.S. Department of Housing and Urban Development a One-Year Action Plan for \$892,031.00 and to execute any required certifications and agreements in relation to the acceptance of the grant and to administer program expenditures consistent with the One-Year Action Plan.

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 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.

DANIEL J. KAMAN
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: May 10, 2010

April 27, 2010

M E M O R A N D U M

To: Donald C. Icsman, Acting City Manager

From: Paul R. Ricci, Assistant Fire Chief

RE: Commission Agenda Item

ITEM FOR CONSIDERATION: Ordinance awarding the purchase of Personal Protective Dive Equipment and Dive Rescue Training from New Wave Scuba, Port Clinton, Ohio from our 2009 Assistance to Firefighter Grant (AFG) which we were awarded on February 12, 2010.

BACKGROUND INFORMATION: The Sandusky Fire Department was awarded a 2009 Assistant to Firefighter Grant (AFG) Grant in the amount of \$35,000.00 for personal protective dive equipment and dive rescue training.

The following three bids were received on April 12, 2010.

PRODUCT	Unit	New Wave	Aqua Hut	Underwater Dive Center
DUI TLS 350 Public safety dry suit	10	17,000.00	17,085.00	18,500.00
Kevlar Knee pads	10	970.50	495.00	6,500.00
Action wear jacket and pants	10	2,475.00	2,475.00	(included above)
Power stretch hood liner	10	675.00	225.00	(included above)
Dry latex zip seal hood	10	1,000.00	1,785.00	(included above)
Zeagle 911 BCD	5	3,125.00	3,745.00	2,995.00
80 cu ft. Aluminum Tank	5	950.00	700.00	No Bid
TRAINING CLASSES/ BOOKS& MATERIALS				
PADI Public safety diver	6	2,124.00	No Bid	2,046.00
PADI Rescue Diver	5	1,200.00	750.00	1,245.00
PADI Dry suit diver	5	0.00	450.00	954.00
PADI Dive Master	1	815.00	550.00	851.80
Shipping		275	0	0
		\$30,609.50	\$28,260.00	\$33,091.80

The two bids from Aqua Hut, Toledo, Ohio and Underwater Dive Center, Elyria, Ohio were not complete; therefore the bid from New Wave Scuba, Port Clinton, Ohio has been determined to be the lowest and best bid.

BUDGETARY INFORMATION: The total cost for the dive equipment is \$30,609.50 in which the Federal Share covers **\$27,548.55 (90%)**. The matching **\$3,060.95 (10%)** funds for this purchase will be paid from the City's Equipment Replacement Fund, account #431-1330-54000 (EMS Billing Fund).

ACTION REQUESTED: It is requested that the Ordinance awarding the purchase of Personal Protective Dive Equipment and Dive Rescue Training from New Wave Scuba, Port Clinton, OH, in the amount of **\$30,609.50** be approved and that it be passed in full accordance with Section 14 of the City Charter in order to put the equipment in place as activities on the water are fast approaching.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE DIVE EQUIPMENT AND RELATED TRAINING FOR USE IN THE FIRE DEPARTMENT FROM NEW WAVE SCUBA OF PORT CLINTON, OHIO; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City Commission previously approved the submission of a grant application to the U.S. Department of Homeland Security, Federal Emergency Management Agency, Grant Programs Directorate (GPD) for the 2009 Assistance to Firefighters Grant (AFG) Program by Ordinance No. 012-09R, passed on July 13, 2009, and the City was awarded grant funds in the amount of \$35,000.00 on February 12, 2010; and

WHEREAS, upon public competitive bidding as required by law one (1) appropriate bid and two (2) non-responsive bids were received and the bid from New Wave of Port Clinton, Ohio, was determined to be the lowest and best bid; and

WHEREAS, the total cost for the dive equipment and training is \$30,609.50 with \$27,548.55 (90%) being paid with funds received from the 2009 AFG Grant Program and the remaining match (10%) of \$3,060.95 will be paid with the City's Equipment Replacement Fund (EMS Billing Fund); and

WHEREAS, this legislation should be passed under suspension of the rules as an emergency measure in accordance with Section 14 of the City Charter in order to have the diving equipment in place as activities on the water are fast approaching; and

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

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

Section 1. The City Manager is authorized and directed to expend funds to purchase diving equipment and related training for use in the Fire Department from New Wave Scuba of Port Clinton, Ohio at an amount not to exceed Thirty Thousand Six Hundred Nine and 50/100 Dollars (\$30,609.50).

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.

DANIEL J. KAMAN
PRESIDENT OF THE CITY COMMISSION

ATTEST:

KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: May 10, 2010

April 27, 2010

MEMORANDUM

To: Donald C. Icsman, Acting City Manager

From: Paul R. Ricci, Assistant Fire Chief

RE: Commission Agenda Item

ITEM FOR CONSIDERATION: Requesting legislation for approval by City Commissioners to expend funds to Firelands Corporate Health Center, Sandusky, OH, for the Sandusky Firefighters annual medical exams and fit for duty testing.

BACKGROUND INFORMATION: In accordance with the current IAFF Labor Agreement, firefighters are required to have a medical examination on a yearly basis which requires that firefighters be tested on applicable fit for duty testing. In the event an employee is unable to meet or exceed the applicable fitness standard, the employee will be placed on a fitness program designed by Firelands Corporate Health through Firelands Regional Medical Center. Firefighters also must pass this medical exam to be certified to wear a respirator. The medical exam consists of laboratory test, stress test, chest x-ray, pulmonary function test, hearing test, physical examination, pap smear, mammogram and body fat analysis/bmi.

BUDGETARY INFORMATION: Firelands Corporate Health Center is the sole provider of the contractually required annual testing for firefighter within the City of Sandusky. Having the tests performed within the City allows firefighters to be tested while on duty and therefore, avoids the additional expense of overtime and mileage. In addition Firelands Corporate Health Center maintains the firefighter's medical charts and current testing is based upon what each firefighter had tested for in the immediate prior year which means not all firefighters need to have all tests done which will also be a cost savings to the City.

The total estimated cost for the medical examinations is not to exceed \$37,387.00. The cost for the exams are included in the Fire Department 2010 budget.

ACTION REQUESTED: It is requested that the proper legislation be prepared to move forward with the medical examinations from Firelands Corporate Health Center in an amount not to exceed \$37,387.00. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter in order to schedule the annual physicals as soon as possible to provide immediate health safety to our firefighters and to be absolutely sure they are fit for duty and to follow the IAFF Labor Contract which states that physicals must be done on an annual basis.

Approved:

Paul E. Ricci, Assistant Fire Chief

I concur with this recommendation:

Donald C. Icsman, Acting City Manager

Cc: Ed Widman, Finance Director

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXPEND FUNDS TO FIRELANDS REGIONAL MEDICAL CENTER, CORPORATE HEALTH CENTER OF SANDUSKY, OHIO, FOR ANNUAL MEDICAL EXAMS AND FIT FOR DUTY TESTING TO BE COMPLETED FOR THE SANDUSKY FIRE DEPARTMENT IN CY 2010; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, in accordance with the current IAFF labor agreement firefighters are required to have a medical examination on a yearly basis and to be tested on applicable fit for duty testing and upon passing the exam allows them to be certified to wear a respirator; and

WHEREAS, this annual medical exam consists of a laboratory test, stress test, chest x-ray, pulmonary function test, hearing test, physical examination, pap smear, mammogram and body fat analysis / BMI testing; and

WHEREAS, Firelands Regional Medical Center (FRMC) is the sole provider of the contractually required annual testing for firefighters within the City of Sandusky and having the tests performed within the City allows firefighters to be tested while on duty and, therefore, avoids the additional expense of overtime and mileage and in addition, FRMC maintain the firefighter's medical charts and current testing is based upon what each firefighter had tested for in the immediate prior year which means not all firefighters need to have all tests done which will also be a cost savings to the City; and

WHEREAS, the total estimated cost for the medical examinations is not to exceed \$37,387.00, and the cost for the annual exams are included in the Fire Department's 2010 budget; and

WHEREAS, this legislation should be passed under suspension of the rules as an emergency measure in accordance with Section 14 of the City Charter in order to schedule the annual medical exams and fit for duty testing as soon as possible to provide immediate health safety to our firefighters and make absolutely sure they are fit for duty and to follow the IAFF Labor Contract which states physicals must be done on an annual basis; 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 Fire Department of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this Ordinance be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The City Manager is authorized and directed to expend funds to Firelands Regional Medical Center, Corporate Health Center of Sandusky, Ohio, for firefighter medical exams and fit for duty testing to be completed for the Sandusky Fire Department in an amount **not to exceed** Thirty Seven Thousand Three Hundred Eighty Seven and 00/100 Dollars (\$37,387.00).

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.

DANIEL J. KAMAN
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: May 10, 2010

ORDINANCE NO. 10-045

AN ORDINANCE AUTHORIZING AND APPROVING AN ECONOMIC DEVELOPMENT LOAN IN THE AMOUNT OF \$50,000.00 TO CRUSH WINE BAR, LLC; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, Crush Wine Bar, LLC, of Sandusky, Ohio, submitted an application to the City of Sandusky's Revolving Loan Fund Committee for partial payment for new capital equipment necessary to open the new Crush Wine Bar at 145 Columbus Avenue; and

WHEREAS, in 2007, Cesare and Andrea Avallone opened the Zinc Brasserie and have continued to successfully operate the restaurant and is now opening the Crush Wine Bar as a lower cost alternative and to handle the overflow from the Zinc which will have a total seating capacity of 62 including a private party room that will seat 10 along with a larger kitchen allowing the Avallones to expand their catering business; the Crush Wine Bar, LLC, will have one of Sandusky's low-cost Entertainment District liquor licenses; and

WHEREAS, the RLF Committee met on April 19, 2010, and unanimously voted to recommend a 5 year loan for a maximum of \$50,000.00 at 5% with an initial six-month interest only period to Crush Wine Bar, LLC, with the City having a first lien on the equipment being purchased, a second mortgage on the personal residence of Cesare and Andrea Avallone, a lien on all other business assets and the personal guarantees of Cesare and Andrea Avallone, as contained in the terms of the Promissory Note and Security Agreement, a copy of which is attached to this Ordinance and marked Exhibit "A" and specifically incorporated herein; and

WHEREAS, Crush Wine Bar, LLC, must certify hiring a minimum of nine new full-time equivalent employees within three years of receiving this loan which will result in additional income taxes for the City; and

WHEREAS, this loan will not impact the City's operating budget, the loan is restricted in use and is within the RLF guidelines and shall be monitored on an annual basis by the Division of Planning; and

WHEREAS, this legislation should be passed under suspension of the rules as an emergency measure in accordance with Section 14 of the City Charter in order to approve the loan to Crush Wine Bar LLC in a timely manner allowing approval of the loan before receiving any equipment invoices to avoid jeopardizing the company's ability to open; and

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

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


Section 1. The Finance Director is authorized and directed to deliver to Crush Wine Bar, LLC, a draft in the sum of Fifty Thousand and 00/100

Dollars (\$50,000.00) from the Revolving Loan Fund of the City of Sandusky pursuant to and in accordance with the terms of the Promissory Note and Security Agreement, with Crush Wine Bar, LLC, Inc., of Sandusky, Ohio, a copy of which is attached to this Ordinance, marked Exhibit "A" and specifically incorporated as if fully rewritten herein.

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'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 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.


DANIEL J. KAMAN
PRESIDENT OF THE CITY COMMISSION

ATTEST: 
KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: May 10, 2010

PROMISSORY NOTE AND SECURITY AGREEMENT
(COGNOVIT)
CITY OF SANDUSKY, OHIO REVOLVING LOAN FUND

\$50,000.00

May _____, 2010

FOR VALUE RECEIVED, the Crush Wine Bar, LLC, an Ohio Limited Liability Company, located at 145 Columbus Avenue, Sandusky, Ohio (hereinafter called "BORROWER") promises to pay to the order of the City of Sandusky, Ohio, a Commission-Manager form of government with its main offices at 222 Meigs Street, Sandusky, Ohio 44870 (hereinafter called "LENDER"), the principal sum of Fifty Thousand Dollars (\$50,000) or such lesser sum as may be owed to LENDER pursuant to the terms of a certain ECONOMIC DEVELOPMENT AGREEMENT dated May _____, 2010 between BORROWER and LENDER, to which reference is made for additional terms of the loan evidenced by this Promissory Note, together with interest as hereinafter provided.

SECTION I - DISBURSEMENT

Proceeds of the loan shall be disbursed on a pro-rata basis with other funding, public and private and upon presentment of bills of sale for store fixtures and equipment purchased by BORROWER and documentation of other expenses related to this project.

SECTION II - INTEREST

During Disbursal: Interest shall accrue on the unpaid principal balance from the first disbursal date, estimated to be May 17, 2010 through approximately October 31, 2010 at the rate of Five Percent (5%) per annum calculated on a 365/365 day basis with monthly payments of interest only billed to BORROWER on or about the fifteenth of each month and payment due to LENDER by the first of the following month.

During Amortization: Interest shall accrue on the unpaid principal balance at the rate of Five Percent (5%) per annum calculated on a 360/360 day basis from November 1, 2010 for the remaining term of the loan.

Default Rate: If the BORROWER is declared in default as defined below interest shall accrue at the rate of **Twelve Percent (12%)** per annum calculated on the unpaid principal balance on a 365/365 day basis until, at the sole discretion of LENDER, BORROWER is declared in compliance with the terms and conditions of the terms of this Note and/or the Economic Development Agreement.

SECTION III - REPAYMENT

Repayment. Interest Only Payments: Payments of interest only on the amount disbursed will be billed to BORROWER on or about the fifteenth of each month during the disbursal period with payment due LENDER by the first of the following month.

Repayment. Amortization: Commencing December 1, 2010 and continuing on the first day of each month thereafter through November 1, 2015, BORROWER shall pay LENDER Nine Hundred



Forty-Three Dollars and Fifty-Six Cents (\$943.56) in principal and interest per month, in accordance with an amortization schedule calculated to fully amortize the principal balance of the loan within Sixty (60) months. Payment adjustments will be made if all funds are not disbursed. All payments shall be made to the City of Sandusky, Ohio.

SECTION IV - LATE PAYMENT FEE

A late payment fee of twenty-five Dollars (\$25.00) shall be due and payable for each and every installment of interest or principal and interest when such installments remain unpaid for a period of Ten (10) days after any such installment may have become due and payable.

SECTION V - PREPAYMENT

Prepayment of any principal sum of this loan may occur in whole, or in part, at any time, or times, without penalty. All such prepayments shall be applied to the payment of principal installments due hereon in the inverse order of their maturity.

SECTION V - SECURITY INTEREST

To secure payment of this Note or any extensions or renewals of this Note Borrower grants and pledges to Lender a security interest in the property listed below, and in after-acquired property of such description, replacements, substitutions, additions, accessions, products and the proceeds of all the foregoing and wherever such property is or may be located as follows:

1. The collateral acquired with the proceeds of this loan.
2. Accounts receivable, accounts chattel paper, documents, contract rights, instruments, general intangibles, and all right, title and interest in sold, leased, or furnished goods giving rise thereto (including, without limitation, all rights (a) of stoppage in transit, (b) of reclamation, and (c) in returned or repossessed goods).
3. Inventory (including, without limitation, all goods, that are (a) raw materials, (b) Work in process, (c) materials used or consumed in the ordinary course of Borrower's business, or (d) in the ordinary course of Debtor's business, held for sale or lease or furnished or to be furnished under contracts of service, all substitutes and replacements thereof, and all parts, accessories, additions, attachments, and accessions thereto and insurance proceeds from insurance of any of the above.
4. Proceeds, products, profit, and rents of and from all of the foregoing.
5. All ledger sheets, books, records and documents concerning any of the Collateral, including all computer records, programs, storage media and computer software useful or required in connection therewith.
6. All equipment, machinery, furniture and fixtures now owned and/or hereafter acquired.

In addition, the repayment of this loan is secured by the personal guarantees of Cesare and Andrea Avallone and a second mortgage on their personal residence of located at 13911 Perrin Road, Milan, Ohio.

SECTION VII - UPON RELOCATION

The entire balance of the outstanding principal and all accrued interest and charges shall, at the option of the LENDER become immediately due and payable upon the relocation of BORROWER'S primary Sandusky business facility to any location outside the corporate limits of the City of Sandusky, Ohio.

SECTION VIII - DEFAULT/REMEDIES

All liabilities created by this instrument shall, at the option of Lender, accelerate, mature and become due and payable without demand or notice, which are hereby waived, if any maker, endorser, or guarantor of this Note shall:

- 1) suspend business;
- 2) become insolvent;
- 3) offer settlement to any creditors;
- 4) commit an act of bankruptcy;
- 5) file for, or have filed against it, any petition in bankruptcy or in any proceeding under any law relating to the relief of debtors, or for the appointment of a receiver of its property;
- 6) make any bulk sale of its property;
- 7) make any assignment for the benefit of creditors;
- 8) mortgage, pledge, or transfer any accounts receivable or otherwise impair the collateral or other property, in trust or otherwise; collateral or other property, in trust or otherwise without the prior consent of Lender;
- 9) make any false representation;
- 10) fail to furnish information or permit inspection of books or records on demand of the holder;
- 11) fail to pay any obligation when due;
- 12) have a warrant of attachment or execution issued against any of its property;
- 13) have any judgment entered against it;
- 14) be dissolved or have its capital impaired or die;
- 15) if the Sandusky, Ohio restaurant facility is relocated beyond the corporate limits of Sandusky, Ohio.

All liabilities created by this instrument shall, at option of LENDER, accelerate, mature and become due and payable without demand or notice, which are hereby waived, if for any other cause, the protection of the LENDER so requires.

Any event of default under any mortgage or other lien affecting the various security interests shall constitute an event of default hereunder, at Lender's option.

The BORROWER waives presentment, protest and demand, notice of protest, notice of demand and dishonor and nonpayment of this Note, and expressly agree that this Note or any payment thereunder may be extended from time to time without in any way affecting the liability of the BORROWER.

The rights and remedies of the LENDER, as provided herein, shall be cumulative and concurrent and may be pursued singly, successively or together at the sole discretion of the LENDER and may be exercised as often as the occasion shall occur, and the failure to exercise any such right or remedy

shall in no event be construed as a waiver or release of the same.

Any notice may be delivered personally or sent Certified Mail to BORROWER at the following address: Crush Wine Bar, LLC, 145 Columbus Avenue, Sandusky, Ohio 44870.

SECTION VIII - MISCELLANEOUS

(a) **Severability** - If any provision of this Promissory Note or the application of any provision to any party or circumstance shall, to any extent, be adjudged invalid or unenforceable, the application of such provision to other parties or circumstances and the application of the remainder of this Agreement shall not be affected thereby. Each provision in this Agreement shall be valid and enforceable to the fullest extent of the law.

(b) **Headings** - The headings contained in this Promissory Note have been inserted for convenience and reference only and are not to be used for interpretive purposes.

(c) **Governing Law**-The parties agree that this Promissory Note shall be governed by and interpreted in accordance with the laws of the state of Ohio, and the parties submit to its jurisdiction for such purposes.

(d) **Non-Waiver**-The failure of either party to insist or enforce in any instance strict performance of any of the terms of this Promissory Note or to exercise any rights hereunder conferred, shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights on any future occasion.

(e) **Amendments**-This Promissory Note shall be amended only in a writing duly executed by the properly authorized representatives of both parties.

(f) **Assignment**-Neither party may assign this Promissory Note or any part hereof without prior written consent of the other party hereto.

WARNING - BY THE SIGNING OF THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME A COURT JUDGEMENT MAY BE TAKEN AGAINST YOU WITHOUT PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH THE AGREEMENT OR ANY OTHER CAUSE.

IN WITNESS WHEREOF, this Note has been duly executed by the undersigned acting on behalf of Crush Wine Bar, LLC.

(Signatures Commence on the Following Page)

WITNESS OR ATTEST:

Crush Wine Bar, LLC

By: _____
Cesare W. Avallone, Member, 50% Unit Folder

By: _____
Andrea M. Avallone, Member, 50% Unit Folder

GUARANTEE

The undersigned endorse, guarantee and promise to pay the above note (and all taxes and insurance premiums and any other sums that may become due and payable under and by virtue of the provisions of any mortgage or security instrument securing that note).

WAIVERS

The undersigned waive the following:

- (a) Presentment, demand, protest, notice of protest, notice of dishonor and notice of non-payment;
- (b) The right, if any, to the benefit of, or to direct the application of, any security hypothecated to the holder until all indebtedness of the maker to the holder, regardless of its source, has been paid; and
- (c) The right to require the holder to proceed against the maker, or to pursue any other remedy in the holder's power.

RIGHT OF DIRECT ACTION

The undersigned further agree that the holder may proceed against the undersigned directly and independently of the maker and that the cessation of the liability of the maker for any reason other than full payment, or any extension, renewal, forbearance, change of rate of interest or acceptance, release or substitution of security, or any impairment or suspension of the holder's remedies or rights against the maker, shall not in any way affect the liability of the undersigned.

RENEWALS AND EXTENSIONS

The undersigned further agree to all renewals and extensions of this Note for whatever period or periods. Any such renewals and extensions may be made without notice to or the further consent of the undersigned.

WARNING - BY THE SIGNING OF THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME A COURT JUDGEMENT MAY BE TAKEN AGAINST YOU WITHOUT PRIOR KNOWLEDGE