

AGENDA
City Commission Meeting
222 Meigs Street
5:00 p.m.

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MONDAY, AUGUST 13, 2007

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Prayer
Pledge of Allegiance
Meeting Called to Order
Roll Call - DM, BC, BF, DW, CS, DE, DK
Minutes – July 23rd

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Charter Officers – (Don) James L. Miers, Interim City Manager; Don Icsman, Law Director;
Ed Widman, Finance Director, B. Joyce Brown, Clerk of the City Commission

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Audience Participation – Agenda Items Only (3 minute limit)

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PRESENTATION

Community Center for At-Risk Youth - Medric Sydnor, Executive Director – National High School Reform Museum

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CURRENT BUSINESS

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ITEM #1 – Communication – Edward Widman, Finance Director

FISCAL OFFICER'S CERTIFICATE – REQUEST RECEIVED, CONTENTS NOTED AND PLACED ON FILE.

BUDGETARY INFORMATION: *These sales will allow the City to retire outstanding special assessment notes. This bond issue will cover Huntington Avenue \$168,000, Seneca Street \$82,000 and the 2006 Sidewalk, Curb and Gutter Program \$125,000. These bonds are for the property owner's portion of these projects which are not paid in full. The City Commission has previously levied the special assessments for these projects.*

ORDINANCE NO. _____ Providing for the issuance and sale of bonds in the maximum aggregate principal amount of \$375,000 for the purpose of paying the property owners' portion, in anticipation of the collection of special assessments heretofore levied, of the cost of improving Huntington Avenue between certain termini by grading, paving, constructing curbs, gutters, sidewalks, driveway approaches, storm sewers, catch basins, manholes, water mains, fire hydrants and service lines and connections, all together with the necessary appurtenances thereto, improving Seneca Street between certain termini by grading, paving, constructing curbs, gutters, sidewalks, driveway approaches, storm sewers, catch basins, manholes, water mains, fire hydrants and service lines and connections, all together with the necessary appurtenances thereto, and the City's 2006 program of constructing, re-laying and repairing certain sidewalks and constructing certain curbs and gutters and approaches, and declaring an emergency.

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ITEM #2 – Communication – Carrie R. Handy, Chief Planner, and Roseanne Bodner, Public Transit Administrator

BUDGETARY INFORMATION: *The City purchased and installed Trapeze Dispatching and Scheduling Software (\$78,876.00) originally in February of 2000 with Capital Grant Assistance from the Ohio Department of Transportation. The proposed Trapeze Project will be funded with Erie County MPO and FTA Funds and there will be no General Funds monies utilized. The operations of the STS Program are also entirely funded by sources other than the City's General Funds Revenue.*

ORDINANCE NO. _____ Enter into an amendment to the Software License and Maintenance Agreements with Trapeze Software Group, Inc. for use by the Sandusky Transit System. **Request passed under suspension of rules in full accordance of Section 14 of the City Charter.**

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ITEM #3 – Communication – Carrie R. Handy, Chief Planner, Gary Packan, Assistant City Manager

BUDGETARY INFORMATION: *This action will not impact the City's Operating Budget.*

RESOLUTION NO. _____ Accepting and approving the City of Sandusky's Tax Incentive Review Council's (T.I.R.C.) recommendations regarding current taxation agreements. **Request passed under suspension of rules in full accordance of Section 14 of the City Charter.**

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ITEM #4 – Communication – Joshua R. Snyder, Traffic Engineer

BUDGETARY INFORMATION: *The revised project cost based on bids, including engineering, inspection, advertising and miscellaneous costs is \$45,000.00. This project will be paid from various donors. No General Funds will be expended with the exception of labor.*

ORDINANCE NO. _____ Enter into a contract with Erie Blacktop, Inc. of Sandusky, Ohio, for the Dorn Park Parking Lot Expansion Project Phase I in an amount of \$38,929.10. **Request passed under suspension of rules in full accordance of Section 14 of the City Charter.**

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ITEM #5 – Communication – Joshua R. Snyder, Traffic Engineer

BUDGETARY INFORMATION: *The engineer's estimated cost of the project, including parts and labor is \$211,650.00. The Ohio Public Works Commission will contribute \$105,825.00 (50%) and the City's Sewer Fund will pick up the remaining \$105,825.00 (50%).*

RESOLUTION NO. _____ Declaring the necessity to proceed with the Venice Road Lift Station Rehabilitation Project; approving the specifications and engineer's estimate of cost thereof; and directing the City Manager to advertise for and receive bids in relation thereto. **Request passed under suspension of rules in full accordance of Section 14 of the City Charter.**

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ITEM #6 – Communication – Jeffrey W. Rosekelly, P.E. Project Engineer

BUDGETARY INFORMATION: *The revised project cost based on bids including miscellaneous expenses is \$596,093.35. The private assessment cost is \$117,710.64. The Ohio Public Works Grant expense will be \$271,500.00. The City portion of the project cost is \$206,882.71. The City portion is broken down as follows: the Water Fund expense will be \$238.00, the Sewer Fund expense will be \$20,557.25, and the \$5 License Fee Fund will be \$186,087.46.*

ORDINANCE NO. _____ Enter into a contract with Ed Burdue & Company of Sandusky, Ohio, for the Monroe Street Resurfacing Project Phase II in an amount of \$500,918.78. **Request passed under suspension of rules in full accordance of Section 14 of the City Charter.**

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ITEM #7 – Communication – Kim Nuesse, Chief of Police

BUDGETARY INFORMATION: *This would not impact the Police Department budget, as there is no cost associated with this Ordinance.*

ORDINANCE NO. _____ Enter into a Mutual Aid Contract with the City of Huron for the Interchange and use of Police Personnel and Equipment. **Request passed under suspension of rules in full accordance of Section 14 of the City Charter.**

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City Manager’s Report

Old Business

New Business

Audience Participation – open discussion on any item (5 minute limit)

Press Question/Answers

Executive Session

Adjournment

MEMO

TO: City Commission
FROM: Ed Widman, Finance Director
DATE: August 6, 2007
RE: Commission Agenda Item

ITEM FOR CONSIDERATION:

Proposed ordinance and Fiscal Officer's Certificate authorizing the issuance and sale of up to \$375,000 in Special Assessment Bonds.

BUDGETARY INFORMATION:

This sale will allow the city to retire outstanding special assessment notes. This bond issue will cover Huntington Avenue \$168,000, Seneca Street \$82,000 and 2006 Sidewalk, Curb and Gutter Program \$125,000. These bonds are for the property owner's portion of these projects which are not paid in full. The City Commission has previously levied the special assessments for these projects.

ACTION REQUESTED:

It is requested the City Commission accept the Fiscal Officer's Certificate and approve the ordinance in accordance with Section 14 of the City Charter under suspension of the rules. The City's Bond Counsel Squire, Sanders and Dempsey prepared the documents.

If there are any questions, please contact the Finance Director.

Attachments

CC06262007

cc: Interim City Manager
Law Director

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF BONDS IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$375,000 FOR THE PURPOSE OF PAYING THE PROPERTY OWNERS' PORTION, IN ANTICIPATION OF THE COLLECTION OF SPECIAL ASSESSMENTS HERETOFORE LEVIED, OF THE COST OF IMPROVING HUNTINGTON AVENUE BETWEEN CERTAIN TERMINI BY GRADING, PAVING, CONSTRUCTING CURBS, GUTTERS, SIDEWALKS, DRIVEWAY APPROACHES, STORM SEWERS, CATCH BASINS, MANHOLES, WATER MAINS, FIRE HYDRANTS AND SERVICE LINES AND CONNECTIONS, ALL TOGETHER WITH THE NECESSARY APPURTENANCES THERETO, IMPROVING SENECA STREET BETWEEN CERTAIN TERMINI BY GRADING, PAVING, CONSTRUCTING CURBS, GUTTERS, SIDEWALKS, DRIVEWAY APPROACHES, STORM SEWERS, CATCH BASINS, MANHOLES, WATER MAINS, FIRE HYDRANTS AND SERVICE LINES AND CONNECTIONS, ALL TOGETHER WITH THE NECESSARY APPURTENANCES THERETO, AND THE CITY'S 2006 PROGRAM OF CONSTRUCTING, RE-LAYING AND REPAIRING CERTAIN SIDEWALKS AND CONSTRUCTING CERTAIN CURBS AND GUTTERS AND APPROACHES, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Ordinance Nos. 06-080, 06-081, 06-082, 06-083, 06-084 and 06-085, each passed September 11, 2006, a consolidated note issue was issued for various projects pursuant to Section 133.30(B) of the Revised Code, including \$1,860,000 thereof with respect to Project Nos. 1, 2 and 3 as so identified in Section 1 hereof, which issue was dated October 23, 2006, and matures on October 23, 2007 (that portion thereof issued with respect to Project Nos. 1, 2 and 3 as so identified in Section 1 hereof is hereafter referred to as the Outstanding Note); and

WHEREAS, this City Commission finds and determines that the City should retire the Outstanding Note with the proceeds of the bonds described in Section 1 and other funds available to the City, including cash payments of the assessments for those Projects received by the City; and

WHEREAS, this City Commission has requested that the Finance Director, as fiscal officer, certify the estimated maximum maturity of the Bonds and maximum amount of the Bonds attributable to, and the estimated maximum maturity of, each of those Projects; and

WHEREAS, the Finance Director has certified that the estimated life or period of usefulness of estimated life or period of usefulness of each of those Projects is at least five years; that the maximum amount of the Bonds is attributable among those Projects as follows: Project No. 1--\$168,000; Project No. 2--\$82,000; and Project No. 3--\$125,000; and that the estimated maximum maturity of the Bonds attributable to each such Project is twenty years with respect to Project Nos. 1 and 2, and ten years with respect to Project No. 3; and

WHEREAS, an emergency exists in that, for the immediate preservation of the public peace, property, health and safety, it is necessary that this ordinance be immediately effective in order to issue and sell the Bonds in order to enable the City to retire the Outstanding Note and thereby preserve its credit, and by reason thereof, this ordinance shall take effect forthwith upon its passage, NOW, THEREFORE,

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

Section 1. It is necessary to issue bonds of this City in the maximum aggregate principal amount of \$375,000 (the Bonds) for the purpose of paying the property owners' portion, in anticipation of the collection of special assessments heretofore levied, of the cost of improving Huntington Avenue from Cleveland Road to Parish Street by grading, paving, constructing curbs, gutters, sidewalks, driveway approaches, storm sewers, catch basins, manholes, water mains, fire hydrants and service lines and connections, all together with the necessary appurtenances thereto, all as described and provided for in Resolution No. 021-05R adopted May 9, 2005 (Project No. 1), improving Seneca Street from Mills Street to Camp Street by grading, paving, constructing curbs, gutters, sidewalks, driveway approaches, storm sewers, catch basins, manholes, water mains, fire hydrants and service lines and connections, all together with the necessary appurtenances thereto, all as described and provided for in Resolution No. 041-05R adopted December 12, 2005 (Project No.

2), and the City's 2006 program of constructing, re-laying and repairing certain sidewalks and constructing certain curbs and gutters and approaches as designated in Resolution Nos. 022-06R and 019-07R adopted April 24, 2006 and May 14, 2007, respectively (Project No. 3). For internal accounting purposes of the City, that maximum principal amount of the Bonds is hereby allocated and attributed to the extent of a maximum of: \$168,000 to Project No. 1, \$82,000 to Project No. 2, and \$125,000 to Project No. 3. If and to the extent, however, that the assessments for those Projects are reduced by subsequent judicial determination or by any other reason, including, but not limited to, corrections to such assessments or payments thereof after the sale of the Bonds to the original purchaser thereof (the Original Purchaser), the City will assume and pay that portion of the Bonds represented by the amount of such reduction, which amount shall be treated as part of the City's portion of the costs of such improvement, thereby permitting such assessments to be regarded as obligations payable from general taxes and not otherwise under established procedures for the issuance of such Bonds, including any customary signature and no-litigation certificate related thereto.

The aggregate principal amount of Bonds to be issued shall not exceed \$420,000 and shall be an amount determined by the Finance Director, consistently with his determination of the best interest of and financial advantages to the City, to be the aggregate principal amount of Bonds that is required to be issued, taking into account any corrections to such assessments or payments thereof prior to the sale of the Bonds to the Original Purchaser, market conditions and any premium above or discount from the aggregate principal amount of the Bonds at which they are sold by the City to the Original Purchaser, in order to effect the purpose for which the Bonds are to be issued, including the payment of expenses related to the issuance of the Bonds, all as determined by the Finance Director.

Subject to the limitations set forth in this ordinance, the aggregate principal amount of the Bonds to be issued and the allocation thereof among the aforementioned Projects, the principal maturities of the Bonds, the interest rate or rates that the Bonds shall bear and certain other terms and provisions of the Bonds identified in this ordinance are subject to further specification or determination by the Finance Director as being in the best interests of and financial advantages to the City in the certificate of award which shall be signed by the Finance Director and provide for the finalization of the terms and provisions of the Bonds in accordance with Section 7 (the Certificate of Award).

Section 2. (a) In addition to the words and terms elsewhere defined in this ordinance, unless the context or use clearly indicates another or different meaning or intent:

“Authorized Denominations” means the denomination of \$5,000 or any integral multiple thereof, or such other larger denomination or integral multiple thereof as set forth in the Certificate of Award.

“Closing Date” means the date of physical delivery of, and payment of the purchase price for, the Bonds.

“Interest Payment Dates” means June 1 and December 1 of each year during which the Bonds are outstanding, commencing on the first such date set forth in the Certificate of Award.

“Serial Bonds” means those Bonds designated as such and maturing on the dates set forth in the Certificate of Award, bearing interest payable on each Interest Payment Date and not subject to mandatory sinking fund redemption.

“Term Bonds” means those Bonds designated as such and maturing on the date or dates set forth in the Certificate of Award, bearing interest payable on each Interest Payment Date and subject to mandatory sinking fund redemption.

(b) The Bonds shall be designated “Special Assessment Bonds, Series 2007”, or such other designation as set forth by the Finance Director in the Certificate of Award, and shall be issued in one lot and only as fully registered bonds, in Authorized Denominations, but in no case as to a particular maturity date exceeding the principal amount maturing on that date. The Bonds shall be dated as of their date of issuance, or such other date as may be established by the Finance Director in the Certificate of Award.

The Bonds shall bear the rate or rates of interest per year (computed on the basis of a 360-day year consisting of twelve 30-day months), not exceeding 6% per year for any stated maturity, as shall be specified by the Finance Director, subject to paragraph (c) of this Section, in the Certificate of Award. Interest on the Bonds shall be payable on each Interest Payment Date until the principal amount has been paid or provided for. The Bonds shall bear interest from the most recent date to which interest has been paid or provided for or, if no interest has been paid or provided for, from their date.

(c) (i) The Bonds shall mature or be payable pursuant to Mandatory Sinking Fund Redemption Requirements (as hereinafter defined and described) on December 1 of each of the following years (the Principal Payment Dates) in the following principal amounts:

<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
2008	\$20,000	2015	\$25,000	2022	\$15,000
2009	20,000	2016	25,000	2023	15,000
2010	20,000	2017	25,000	2024	15,000
2011	20,000	2018	15,000	2025	15,000
2012	20,000	2019	15,000	2026	15,000
2013	25,000	2020	15,000	2027	15,000
2014	25,000	2021	15,000		

; provided, that the principal amount of Bonds maturing or payable pursuant to Mandatory Sinking Fund Redemption Requirements on any Principal Payment Date may be increased or decreased by an amount of up to \$20,000 in each year as determined by the Finance Director in the Certificate of Award and the aggregate principal amount of the Bonds to be issued shall be determined by the Finance Director in the Certificate of Award, all in accordance with his determination of the best

interests of and financial advantages to the City, so long as (A) there is at least \$5,000 in principal amount of the Bonds due or payable on December 1 in each of those years and the amount of the Bonds due or payable on December 1 in each of those years are in Authorized Denominations, (B) the aggregate principal amount of Bonds issued and maturing or payable pursuant to Mandatory Sinking Fund Redemption Requirements does not exceed the maximum aggregate principal amount of the Bonds authorized in Section 1 hereof, and (C) the limitations set forth in paragraph (c) (ii) of this Section are met.

(ii) For the purpose of allocating and attributing the principal amount of Bonds maturing or payable pursuant to Mandatory Sinking Fund Redemption Requirements on any Principal Payment Date as set forth in (c)(i) above among the various Projects identified in Section 1 hereof and for internal accounting purposes of the City, the Commission hereby adopts the following principal payment schedule based on the maximum amount of the Bonds herein authorized setting forth the portion of the principal of the Bonds payable on each Principal Payment Date allocated and attributed to and among the above identified Projects:

<u>Year</u>	<u>Project No. 1</u>	<u>Project No. 2</u>	<u>Project No. 3</u>
2008	\$ 6,800	\$ 3,200	\$ 10,000
2009	6,800	3,200	10,000
2010	6,800	3,200	10,000
2011	6,800	3,200	10,000
2012	6,800	3,200	10,000
2013	6,800	3,200	15,000
2014	6,800	3,200	15,000
2015	6,800	3,200	15,000
2016	6,800	3,200	15,000
2017	6,800	3,200	15,000
2018	10,000	5,000	0
2019	10,000	5,000	0
2020	10,000	5,000	0
2021	10,000	5,000	0
2022	10,000	5,000	0
2023	10,000	5,000	0
2024	10,000	5,000	0
2025	10,000	5,000	0
2026	10,000	5,000	0
2026	10,000	5,000	0
Total	\$168,000	\$82,000	\$125,000

; provided, that the foregoing schedule may be adjusted by the Finance Director in the Certificate of Award if he has determined to increase or decrease the principal amount of Bonds maturing or payable pursuant to Mandatory Sinking Fund Redemption Requirements on any Principal Payment Date as provided for in paragraph (c)(i) of this Section, provided that the total aggregate amount allocated to each such Project shall not exceed the maximum amounts set forth in Section 1 hereof, no principal will be allocable and attributable to Project No. 3 after the year 2017, and those annual principal amounts shall be such that the principal and interest payments with respect to any such

Project, in each fiscal year in which principal with respect to such Project is due or payable will not be more than three times the total principal and interest payments with respect to such Project in any other such fiscal year; any such revised schedule shall be set forth in the Certificate of Award. For purposes of this paragraph, principal due or payable in a year includes principal payable in accordance with any Mandatory Sinking Fund Redemption Requirements

(iii) Consistently with the foregoing and in accordance with his determination of the best interest of the City, the Finance Director shall also specify in the Certificate of Award (1) the aggregate principal amount of Bonds to be issued as Serial Bonds, the Principal Payment Dates on which those Bonds shall be stated to mature and the principal amount thereof that shall be stated to mature on each such Principal Payment Date, and (2) the aggregate principal amount of Bonds to be issued as Term Bonds, the Principal Payment Date or Dates on which those Bonds shall be stated to mature, the principal amount thereof that shall be stated to mature on each such Principal Payment Date, the Principal Payment Date or Dates on which Term Bonds shall be subject to mandatory sinking fund redemption (Mandatory Redemption Dates) and the principal amount thereof that shall be payable pursuant to Mandatory Sinking Fund Redemption Requirements on each Mandatory Redemption Date.

(d) Unless otherwise specified in the Certificate of Award, the Bonds shall be subject to redemption prior to stated maturity as follows:

(i) Mandatory Sinking Fund Redemption of Term Bonds. If any of the Bonds are issued as Term Bonds, the Term Bonds shall be subject to mandatory redemption in part by lot and be redeemed pursuant to mandatory sinking fund requirements, at a redemption price of 100% of the principal amount redeemed, plus accrued interest to the redemption date, on the applicable Mandatory Redemption Dates and in the principal amounts payable on those Dates, for which provision is made in the Certificate of Award (such Dates and amounts, the Mandatory Sinking Fund Redemption Requirements).

The aggregate of the moneys to be deposited with the Bond Registrar for payment of principal of and interest on the Bonds on each Mandatory Redemption Date shall include an amount sufficient to redeem on that Date the principal amount of Term Bonds payable on that Date pursuant to Mandatory Sinking Fund Redemption Requirements (less the amount of any credit as hereinafter provided).

The City shall have the option to deliver to the Bond Registrar for cancellation Term Bonds in any aggregate principal amount and to receive a credit against the then current or any subsequent Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation) of the City, as specified by the Finance Director, for Term Bonds stated to mature on the same Principal Payment Date as the Term Bonds so delivered. That option shall be exercised by the City on or before the forty-fifth day preceding any Mandatory Redemption Date

with respect to which the City wishes to obtain a credit, by furnishing the Bond Registrar a certificate, signed by the Finance Director, setting forth the extent of the credit to be applied with respect to the then current or any subsequent Mandatory Sinking Fund Redemption Requirement for Term Bonds stated to mature on the same Principal Payment Date. If the certificate is not timely furnished to the Bond Registrar, the current Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation) shall not be reduced. A credit against the then current or any subsequent Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation), as specified by the Finance Director, also shall be received by the City for any Term Bonds which prior thereto have been redeemed (other than through the operation of the applicable Mandatory Sinking Fund Redemption Requirements) or purchased for cancellation and canceled by the Bond Registrar, to the extent not applied theretofore as a credit against any Mandatory Sinking Fund Redemption Requirement, for Term Bonds stated to mature on the same Principal Payment Date as the Term Bonds so redeemed or purchased and canceled.

Each Term Bond so delivered, or previously redeemed, or purchased and canceled, shall be credited by the Bond Registrar at 100% of the principal amount thereof against the then current or subsequent Mandatory Sinking Fund Redemption Requirements (and corresponding mandatory redemption obligations), as specified by the Finance Director, for Term Bonds stated to mature on the same Principal Payment Date as the Term Bonds so delivered, redeemed or purchased and canceled.

(ii) Optional Redemption. If determined in the Certificate of Award to be in the best interest of and financially advantageous to the City, the Bonds or portions thereof as designated and set forth in the Certificate of Award shall be subject to prior redemption, by and at the sole option of the City, in whole or in part on any date, in integral multiples of \$5,000, at the optional redemption dates and at the redemption prices (expressed as a percentage of the principal amount redeemed) specified in the Certificate of Award, plus, in each case, accrued interest to the redemption date, provided the earliest optional redemption date shall not be earlier than December 1, 2014 and the highest redemption price shall not be greater than 102%.

If optional redemption of Term Bonds at a redemption price exceeding 100% of the principal amount to be redeemed is to take place as of any Mandatory Redemption Date applicable to those Term Bonds, the Term Bonds, or portions thereof, to be redeemed optionally shall be selected by lot prior to the selection by lot of the Term Bonds of the same maturity to be redeemed on the same date by operation of the Mandatory Sinking Fund Redemption Requirements. Bonds to be redeemed pursuant to this paragraph shall be redeemed only upon written notice from the Finance Director to the Bond Registrar, given upon the direction of this City Commission by adoption of a resolution or passage of an ordinance. That notice shall specify the redemption date

and the principal amount of each maturity of Bonds to be redeemed, and shall be given at least 45 days prior to the redemption date or such shorter period as shall be acceptable to the Bond Registrar.

(iii) Partial Redemption. If fewer than all of the outstanding Bonds are called for optional redemption at one time and Bonds of more than one maturity are then outstanding, the Bonds that are called shall be Bonds of the maturity or maturities selected by the City. If fewer than all of the Bonds of a single maturity are to be redeemed, the selection of Bonds of that maturity to be redeemed, or portions thereof in amounts of \$5,000 or any integral multiple thereof, shall be made by the Bond Registrar by lot in a manner determined by the Bond Registrar. In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than \$5,000 are then outstanding, each \$5,000 unit of principal thereof shall be treated as if it were a separate Bond of the denomination of \$5,000. If it is determined that one or more, but not all, of the \$5,000 units of principal amount represented by a Bond are to be called for redemption, then, upon notice of redemption of a \$5,000 unit or units, the registered owner of that Bond shall surrender the Bond to the Bond Registrar (A) for payment of the redemption price of the \$5,000 unit or units of principal amount called for redemption (including, without limitation, the interest accrued to the date fixed for redemption and any premium), and (B) for issuance, without charge to the registered owner, of a new Bond or Bonds of any Authorized Denomination or Denominations in an aggregate principal amount equal to the unmatured and unredeemed portion of, and bearing interest at the same rate and maturing on the same date as, the Bond surrendered.

(iv) Notice of Redemption. The notice of the call for redemption of Bonds shall identify (A) by designation, letters, numbers or other distinguishing marks, the Bonds or portions thereof to be redeemed, (B) the redemption price to be paid, (C) the date fixed for redemption, and (D) the place or places where the amounts due upon redemption are payable. The notice shall be given by the Bond Registrar on behalf of the City by mailing a copy of the redemption notice by first class mail, postage prepaid, at least 30 days prior to the date fixed for redemption, to the registered owner of each Bond subject to redemption in whole or in part at the registered owner's address shown on the Bond Register maintained by the Bond Registrar at the close of business on the fifteenth day preceding that mailing. Failure to receive notice by mail or any defect in that notice regarding any Bond, however, shall not affect the validity of the proceedings for the redemption of any Bond.

(v) Payment of Redeemed Bonds. In the event that notice of redemption shall have been given by the Bond Registrar to the registered owners as provided above, there shall be deposited with the Bond Registrar on or prior to the redemption date, moneys that, in addition to any other moneys available therefor and held by the Bond Registrar, will be sufficient to redeem at the redemption price thereof, plus accrued interest to the redemption date, all of the redeemable Bonds for which notice of redemption has been given. Notice having been mailed in the manner

provided in the preceding paragraph hereof, the Bonds and portions thereof called for redemption shall become due and payable on the redemption date, and, subject to the provisions of Section 5 of this ordinance, upon presentation and surrender thereof at the place or places specified in that notice, shall be paid at the redemption price, plus accrued interest to the redemption date. If moneys for the redemption of all of the Bonds and portions thereof to be redeemed, together with accrued interest thereon to the redemption date, are held by the Bond Registrar on the redemption date, so as to be available therefor on that date and, if notice of redemption has been deposited in the mail as aforesaid, then from and after the redemption date those Bonds and portions thereof called for redemption shall cease to bear interest and no longer shall be considered to be outstanding. If those moneys shall not be so available on the redemption date, or that notice shall not have been deposited in the mail as aforesaid, those Bonds and portions thereof shall continue to bear interest, until they are paid, at the same rate as they would have borne had they not been called for redemption. All moneys held by the Bond Registrar for the redemption of particular Bonds shall be held in trust for the account of the registered owners thereof and shall be paid to them, respectively, upon presentation and surrender of those Bonds.

Section 3. The Bonds shall be signed by the Ex-Officio Mayor and the Finance Director, in the name of the City and in their official capacities, provided that either or both of those signatures may be a facsimile. The Bonds shall be numbered as determined by the Finance Director in order to distinguish each Bond from any other Bond, and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to this ordinance. If requested by the Original Purchaser and approved by the Finance Director, a single Bond in the aggregate principal amount of the Bonds as determined in the Certificate of Award (but not exceeding the maximum aggregate principal amount of the Bonds authorized in Section 1) and with installments payable in the amounts set forth in the Certificate of Award and on the dates set forth in Section 2 may be issued to the Original Purchaser (and to any registered assignee thereof if agreed to by such registered assignee) to represent the Bonds in lieu of a series of Serial Bonds. No Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under this ordinance unless and until the certificate of authentication printed on the Bond is signed by the Bond Registrar as authenticating agent. Authentication by the Bond Registrar shall be conclusive evidence that the Bond so authenticated has been duly issued, signed and delivered under, and is entitled to the security and benefit of, this ordinance. The certificate of authentication may be signed by any authorized officer or employee of the Bond Registrar or by any other person acting as an agent of the Bond Registrar and approved by the Finance Director on behalf of the City. The same person need not sign the certificate of authentication on all of the Bonds.

Section 4. The Finance Director of this City is appointed to act as the initial bond registrar, authenticating agent, transfer agent and paying agent (the Bond Registrar) for the Bonds

provided, however, that the Finance Director is authorized to appoint, in the Certificate of Award, a bank or trust company as Bond Registrar, after determining that any such bank or trust company appointed will not endanger the funds or securities of the City and that any such appointment is necessary for the issuance and sale of the Bonds. If such a bank or trust company is appointed as Bond Registrar then the Finance Director is further authorized to (i) enter into an agreement between the City and that entity containing customary terms and conditions with respect to the provision of such services as Bond Registrar such as those contained in the bond registrar agreement for the City's Various Purpose Bonds, Series 2001 (the 2001 Bonds) and (ii) provide for the payment of the services rendered and for reimbursement of expenses incurred pursuant to any such agreement, except to the extent paid by the Original Purchaser in accordance with the terms for the purchase and sale of the Bonds, from the proceeds of the Bonds to the extent available and then from other money lawfully available and appropriated or to be appropriated for that purpose.

Section 5. The debt charges on the Bonds shall be payable in lawful money of the United States of America without deduction for the services of the Bond Registrar as paying agent. Principal shall be payable when due upon presentation and surrender of the Bonds at the office of the Bond Registrar, provided that the principal or portion of principal of any Bonds registered in the name of the Original Purchaser shall be payable by check or draft mailed by the Bond Registrar to that registered owner at the address shown on the Bond Register (as defined in Section 6 below) of the City. Interest on a Bond shall be paid on each Interest Payment Date by check or draft mailed by the Bond Registrar to the person in whose name the Bond was registered, and to that person's address appearing, on the Bond Register at the close of business on the fifteenth day of the calendar month next preceding that Interest Payment Date.

Section 6. So long as any of the Bonds remain outstanding, the City will cause the Bond Registrar to maintain and keep at its office all books and records necessary for the registration, exchange and transfer of Bonds as provided in this Section (the Bond Register). Subject to the provisions of Section 5, the person in whose name a Bond is registered on the Bond Register shall be regarded as the absolute owner of that Bond for all purposes of this ordinance. Payment of or on account of the debt charges on any Bond shall be made only to or upon the order of that person; neither the City nor the Bond Registrar shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section. All such payments shall be valid and effectual to satisfy and discharge the City's liability upon the Bond, including interest, to the extent of the amount or amounts so paid.

Any Bond may be exchanged for Bonds of any Authorized Denomination upon presentation and surrender at the office of the Bond Registrar, together with a request for exchange signed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Bond Registrar. A Bond may be transferred only on the Bond Register upon presentation and

surrender of the Bond at the principal corporate trust office of the Bond Registrar together with an assignment signed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Bond Registrar. Upon exchange or transfer the Bond Registrar shall complete, authenticate and deliver a new Bond or Bonds of any Authorized Denomination or Denominations requested by the owner equal in the aggregate to the unmatured principal amount of the Bond surrendered and bearing interest at the same rate and maturing on the same date.

If manual signatures on behalf of the City are required, the Bond Registrar shall undertake the exchange or transfer of Bonds only after the new Bonds are signed by the authorized officers of the City. In all cases of Bonds exchanged or transferred, the City shall sign and the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of this ordinance. The exchange or transfer shall be without charge to the owner, except that the City and Bond Registrar may make a charge sufficient to reimburse them for any tax or other governmental charge required to be paid with respect to the exchange or transfer. The City or the Bond Registrar may require that those charges, if any, be paid before the procedure is begun for the exchange or transfer. All Bonds issued and authenticated upon any exchange or transfer shall be valid obligations of the City, evidencing the same debt, and entitled to the same security and benefit under this ordinance, as the Bonds surrendered upon that exchange or transfer.

Notwithstanding any other provisions of this ordinance, if it is determined by the Finance Director to be advantageous to the City, the Bonds may be issued in book entry form in accordance with the provisions of this Section. As used in this Section and this ordinance:

“Book entry form” or “book entry system” means a form or system under which (i) the ownership of beneficial interests in Bonds and the principal of and interest on the Bonds may be transferred only through a book entry, and (ii) physical Bond certificates in fully registered form are issued by the City only to a Depository or its nominee, as registered owner, with the Bonds “immobilized” in the custody of the Depository. The book entry maintained by others than the City is the record that identifies the owners of beneficial interests in those Bonds and that principal and interest.

“Depository” means any securities depository that is a clearing agency under federal law operating and maintaining, with its Participants or otherwise, a book entry system to record ownership of beneficial interests in Bonds or the principal and interest, and to effect transfers of Bonds, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

“Participant” means any participant contracting with a Depository under a book entry system and includes security brokers and dealers, banks and trust companies, and clearing corporations.

The Bonds may be issued to a Depository for use in a book entry system and, if and as long as a book entry system is utilized, (i) the Bonds may be issued in the form of a single, fully registered typewritten Bond representing each maturity and registered in the name of the Depository or its nominee, as registered owner, and immobilized in the custody of the Depository; (ii) the beneficial owners in book entry form shall have no right to receive Bonds in the form of physical securities or certificates; (iii) ownership of beneficial interests in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry by the Depository and its Participants; and (iv) the Bonds as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the City.

If any Depository determines not to continue to act as a Depository for the Bonds for use in a book entry system, the Finance Director may attempt to establish a securities depository/book entry relationship with another qualified Depository. If the Finance Director does not or is unable to do so, the Finance Director, after making provision for notification of the beneficial owners by the then Depository and any other arrangements deemed necessary, shall permit the withdrawal of the Bonds from the Depository, and authenticate and deliver bond certificates in registered form to the assigns of the Depository or its nominee, all at the cost and expense (including any costs of printing), if the event is not the result of City action or inaction, of those persons requesting such issuance.

The Finance Director is also hereby authorized and directed to the extent necessary or required to enter into any agreements determined necessary in connection with the book entry system for the Bonds, after determining that the signing thereof will not endanger the funds or securities of the City.

Section 7. The Bonds shall be sold by the Finance Director at private sale to the Original Purchaser and in such manner as he may determine to be in the best interests of and financial advantages to the City in light of conditions in the financial markets and related marketing factors, at not less than 97% of par, plus any accrued interest on the Bonds from their date to the Closing Date, and shall be awarded and sold by the Finance Director to the Original Purchaser with the date of the Bonds, the final amount and allocation thereof, purchase price, interest rate or rates, annual principal installments, Authorized Denominations, Serial Bonds, Term Bonds, Mandatory Redemption Dates and Mandatory Sinking Fund Redemption Requirements, initial Interest Payment Date, optional redemption date, optional redemption prices, and such other terms and conditions of sale, all as shall be specified in the Certificate of Award, in accordance with law and the provisions of this ordinance. All determinations and the award by the Finance Director shall be final. The Finance Director is also authorized to sign and deliver, in the name and on behalf of the

City, if requested by the Original Purchaser, an agreement between the City and the Original Purchaser reflecting the terms set forth in the Certificate of Award providing for the sale to, and the purchase by, the Original Purchaser of the Bonds and which may also contain customary terms and conditions with respect to that sale and purchase such as those contained in the bond purchase agreement for the 2001 Bonds. The Finance Director shall cause the Bonds to be prepared and signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Bonds, to the Original Purchaser upon payment of the purchase price. The Ex-Officio Mayor, the Finance Director, the Law Director, the Clerk of the City Commission and other City officials, as appropriate, each are authorized and directed to sign any transcript certificates, financial statements and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this ordinance. The Finance Director is authorized, if it is determined to be in the best interest of the City, to combine the issue of Bonds with one or more other bond issues of the City payable from taxes within the ten-mill limitation into a consolidated bond issue pursuant to Section 133.30(B) of the Revised Code. To the extent applicable, provisions of this ordinance relating to the Bonds shall apply to that consolidated issue.

If in the judgment of the Ex-Officio Mayor, the City Manager or the Finance Director a disclosure document in the form of an official statement (Official Statement) is appropriate or necessary relating to the original issuance of the Bonds, any or all of those officers, on behalf of the City and in their official capacities, are authorized to (i) prepare or cause to be prepared, and make or authorize modifications, completions or changes of or supplements to, such an Official Statement, (ii) determine, and to certify or otherwise represent, when the Official Statement is to be “deemed final” (except for permitted omissions) by the City as of its date or is a final Official Statement for purposes of SEC Rule 15c2-12(b)(1), (3) and (4), (iii) use and distribute, or authorize the use and distribution of those official statements and any supplements thereto in connection with the original issuance of the Bonds, and (iv) complete and sign any such Official Statement as so approved together with such certificates, statements or other documents in connection with the finality, accuracy and completeness of such Official Statement.

If, in the judgment of the Finance Director, the filing of an application for a rating on the Bonds by one or more nationally-recognized rating agencies is in the best interests of this City, the Finance Director, in his official capacity, is authorized to prepare and submit any such application, to provide to such agency or agencies such information as may be required for the purpose, to provide further for the payment of the cost of obtaining any such rating from the proceeds of the Bonds to the extent available and then from other funds lawfully available and appropriated or to be appropriated for that purpose, and to do any and all things and take any and all actions required with respect to obtaining any such rating

The Finance Director, in his official capacity, is authorized to prepare and submit an application for a policy of municipal bond insurance (the Bond Insurance Policy) from a nationally-recognized company or companies (the Bond Insurer) to assure the payment of principal of and interest on the Bonds, to provide to such Bond Insurer such information as may be required for the purpose, to provide further, except to the extent paid by the Original Purchaser in accordance with the terms for the purchase and sale of the Bonds, for the payment of the cost of obtaining a Bond Insurance Policy from the proceeds of the Bonds to the extent available and then from other funds lawfully available and appropriated or to be appropriated for that purpose, and to do any and all things and take any and all actions required to secure such Bond Insurance Policy, including, but not limited to, entering into an agreement on behalf of this City necessary to secure such Bond Insurance Policy (the Insurance Agreement), which Insurance Agreement may be in a separate document, or included in the Certificate of Award, or any Bond Registrar Agreement, or any combination thereof.

If a Bond Insurance Policy is obtained, then any provision of this ordinance, the Certificate of Award, any Bond Registrar Agreement, and any Insurance Agreement expressly recognizing or granting rights in or to the Bond Insurer may not be amended in any manner that affects the rights of the Bond Insurer hereunder without the prior written consent of the Bond Insurer.

If a Bond Insurance Policy is obtained, then in the event that the debt charges on the Bonds shall be paid by the Bond Insurer pursuant to the Bond Insurance Policy, the Bonds shall remain outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the City and the covenants, agreements and other obligations of the City to the registered owners shall continue to exist and shall run to the benefit of the Bond Insurer, and the Bond Insurer shall be subrogated to the rights of such registered owners.

Nothing in this ordinance expressed or implied is intended or shall be construed to confer upon, or to give or grant to, any person or entity, other than the City, the Bond Registrar, the Bond Insurer and the registered owners of the Bonds, any right, remedy or claim under or by reason of this ordinance, the Certificate of Award, any Bond Registrar Agreement or any Insurance Agreement, or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements contained in this ordinance, the Certificate of Award, any Bond Registrar Agreement or any Insurance Agreement by and on behalf of the City shall be for the sole and exclusive benefit of the City, the Bond Registrar, the Bond Insurer, if any, and the registered owners of the Bonds.

Section 8. If an Official Statement is prepared by the City and used in connection with the issuance and sale of the Bonds, then, as used in this Section and this ordinance:

“Annual Information” means the annual financial information and operating data for each fiscal year of the City of the type that shall be specified in the Continuing Disclosure Certificate by the Finance Director in accordance with the Rule.

“Bond Legislation” means, collectively, this ordinance and the Certificate of Award.

“Continuing Disclosure Certificate” means the certificate authorized by this Section, to be signed and delivered by the Finance Director if necessary for the issuance and sale of the Bonds and which, together with the agreements of the City set forth in this Section, shall constitute the continuing disclosure agreement made by the City for the benefit of holders and beneficial owners from time to time of the Bonds for purposes of the Rule.

“MSRB” means the Municipal Securities Rulemaking Board established by the SEC.

“NRMSIR” means each nationally recognized municipal securities information repository designated from time to time by the SEC in accordance with the Rule.

“Rule” means Rule 15c2-12 promulgated by the SEC pursuant to the Securities Exchange Act of 1934.

“SEC” means the Securities and Exchange Commission.

“SID” means the Ohio Municipal Advisory Council, or any other state information depository in Ohio, if any, which may be designated as a state information depository for Ohio, with which filings are required to be made by the City in accordance with the Rule.

“Specified Events” means the occurrence of any of the following events with respect to, and to the extent applicable to, the Bonds: principal and interest payment delinquencies; non-payment related defaults; unscheduled draws on debt service reserves reflecting financial difficulties; unscheduled draws on credit enhancements reflecting financial difficulties; substitution of credit or liquidity providers, or their failure to perform; adverse tax opinions or events affecting the tax-exempt status of the Bonds; modifications to rights of holders or beneficial owners; Bond calls; defeasances; release, substitution, or sale of property securing repayment of the Bonds; and rating changes.

The City hereby agrees, in accordance with and as the only obligated person with respect to the Bonds under the Rule, for the benefit of the holders and beneficial owners from time to time of the Bonds, to provide or cause to be provided:

- (i) to each NRMSIR and to any SID, (A) Annual Information for each fiscal year, commencing with Annual Information for the fiscal year ending December 31, 2007, not later than October 1 of the year following the end of each such fiscal year, and (B) when and if available, audited financial statements of the City for each such fiscal year; and
- (ii) to each NRMSIR or to the MSRB, and to any SID, in a timely manner, (C) notice of the occurrence of any Specified Event if such Event is material, (D) notice of the City’s failure to provide the Annual Information with respect to itself on or prior to the date

specified above, and (E) notice of any change in the accounting principles applied in the preparation of annual financial statements, any change in the City's fiscal year, failure of the City to appropriate funds to meet costs to be incurred in the performance of this agreement, and the termination of this agreement.

In order to further define and implement the foregoing agreement, this City Commission hereby authorizes and directs the Finance Director to specify in reasonable detail on behalf of the City in the Continuing Disclosure Certificate: the Annual Information to be provided (which may be provided by specific reference to other documents previously filed and available in accordance with the Rule), and the City's expectations as to whether audited financial statements will be prepared, the accounting principles to be applied in the preparation of its financial statements and whether the financial statements will be available together with, or separately from, Annual Information.

The Finance Director is further authorized and directed to establish procedures in order to ensure compliance by the City with this agreement and to make necessary filings of information in accordance with clauses (i) and (ii) above, provided that prior to making any filing in accordance with clause (ii) or providing notice of any other events, the Finance Director shall consult with, as appropriate, the Law Director and bond or other independent special counsel to the City. The Finance Director, acting on behalf of the City, shall be entitled to rely upon any legal advice provided by the Law Director or such bond or other special counsel in determining whether a filing should be made under clause (ii) or otherwise.

The City reserves the right to amend its agreement made under this subsection (c) as may be necessary or appropriate to achieve its compliance with any federal securities law or rule or to cure any ambiguity, inconsistency or formal defect or omission, and, if a change in circumstances arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the City, or type of business conducted by the City, to address any such change in circumstances. Any such amendment shall not be effective unless and until the City shall have received: (i) a written opinion of bond or other independent special counsel expert in federal securities laws that this agreement (as amended) would have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments to or interpretations of the Rule, as well as any change in circumstances, and (ii) a written opinion of bond counsel or determination of the Bond Registrar or the holders or beneficial owners of at least 25% in aggregate principal amount of the Bonds then outstanding, that the amendment would not materially impair the interests of holders or beneficial owners or, if the amendment would materially impair the interests of holders or beneficial owners, the written approval of the amendment by all of the holders and beneficial owners of the Bonds then outstanding. Annual Information containing any amended operating data or financial information shall explain, in narrative form, the reasons for any

such amendment and the impact of the change on the type of operating data or financial information being provided.

The agreement of the City made under this Section shall be solely for the benefit of the holders and beneficial owners from time to time of the Bonds. Any holder or beneficial owner may enforce the City's obligation to provide or cause to be provided a filing that is due in accordance with that agreement, in the absence of any pertinent filing having been made (disregarding the sufficiency of the filing if a pertinent filing has been made), and holders and beneficial owners also may take actions or proceedings in accordance with Section 133.25(B)(4)(b) and (C)(1) of the Revised Code (or any like or comparable successor provisions) to enforce any other obligations of the City under that agreement (including any obligation as to the sufficiency of any filing that is made); provided, that the right of the beneficial owners or holders to enforce any provision of the agreement shall be limited to a right to obtain specific enforcement of the City's obligations.

The performance by the City of its agreement made under this Section shall be subject to the availability of funds and their annual appropriation to meet costs the City would be required to incur in its performance.

The agreement made by the City under this Section shall remain in effect only for such period that the Bonds are outstanding in accordance with their terms and the City remains an obligated person with respect to the Bonds within the meaning of the Rule. The obligation of the City to provide the Annual Information and notices of the events described above shall terminate, if and when the City no longer remains such an obligated person; provided that the City shall provide or cause to be provided notice of that termination prior to the final maturity of the Bonds to each NRMSIR, the MSRB and any SID.

Notwithstanding the foregoing, the provisions of this Section 8 and the covenants and agreements of the City contained in this Section 8 shall only apply and shall only be in force and effect if an Official Statement is prepared, used and delivered by the City in connection with the issuance and sale of the Bonds.

Section 9. The proceeds received by the City from the sale of the Bonds, except any premium and accrued interest, shall be paid into the proper fund or funds of this City and shall be used for the purpose for which the Bonds are being issued, including, without limitation, the payment of the costs of issuing and servicing the Bonds, the costs of legal services, including obtaining the legal opinion of bond counsel, any financial advisor fees and expenses, the cost of obtaining the Bond Insurance Policy, and all other costs incurred or incidental to those purposes. Except to the extent paid by the Original Purchaser in accordance with the terms for the purchase and sale of the Bonds, all amounts necessary to pay those costs and fees are hereby appropriated from the proceeds of the Bonds and the Finance Director is hereby authorized and directed to make appropriate certifications as to the availability of funds for those costs and fees as the amounts

thereof become known and shall encumber those amounts immediately upon such certification, but not in excess of the appropriation made herein, and to issue an appropriate order for their timely payment as the same shall become due and payable. Any portion of those proceeds received by the City representing premium or accrued interest shall be paid into the Bond Retirement Fund.

Section 10. There shall be levied on all the taxable property in the City, in addition to all other taxes, a direct tax annually during the period the Bonds are outstanding in an amount sufficient to pay the principal of and interest on the Bonds when due, which tax shall not be less than the interest and sinking fund tax required by Section 11 of Article XII of the Ohio Constitution. The tax shall be within the ten-mill limitation imposed by law, shall be and is ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner, and at the same time that taxes for general purposes for each of those years are certified, levied, extended and collected, and shall be placed before and in preference to all other items and for the full amount thereof. The proceeds of the tax levy shall be placed in the Bond Retirement Fund, which is irrevocably pledged for the payment of the principal of and interest on the Bonds when and as the same fall due. In each year, to the extent the income from the levy of the special assessments for Project Nos. 1, 2 and 3 is available for the payment of the debt charges on the Bonds and is appropriated for that purpose, the amount of the tax shall be reduced by the amount of the income so available and appropriated. All special assessments collected for those Projects, and any unexpended balance remaining in the respective improvement funds after the cost and expense of those Projects have been paid, shall be used for the payment of the debt charges on the Bonds until paid in full and shall be used for no other purpose.

Section 11. The City covenants that it will use, and will restrict the use and investment of, the proceeds of the Bonds in such manner and to such extent as may be necessary so that (a) the Bonds will not (i) constitute private activity bonds, arbitrage bonds or hedge bonds under Sections 141, 148 or 149 of the Internal Revenue Code of 1986, as amended (the Code) or (ii) be treated other than as bonds to which Section 103(a) of the Code applies, and (b) the interest on the Bonds will not be an item of tax preference under Section 57 of the Code.

The City further covenants that (a) it will take or cause to be taken such actions that may be required of it for the interest on the Bonds to be and remain excluded from gross income for federal income tax purposes, and (b) it will not take or authorize to be taken any actions that would adversely affect that exclusion, and (c) it, or persons acting for it, will among other acts of compliance, (i) apply the proceeds of the Bonds to the governmental purpose of the borrowing, (ii) restrict the yield on investment property, (iii) make timely and adequate payments to the federal government, (iv) maintain books and records and make calculations and reports, and (v) refrain from certain uses of those proceeds, and, as applicable, of property financed with such proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code.

The City hereby represents that the Outstanding Note (the Refunded Obligation) was designated or treated as a “qualified tax-exempt obligation” pursuant to Section 265(b)(3) of the Code. The City hereby covenants that it will redeem the Refunded Obligation from proceeds of, and within 90 days after issuance of, the Bonds, and represents that all other conditions are met for treating the amount of the Bonds equal to the face amount thereof as “qualified tax-exempt obligations” and as not to be taken into account under subparagraph (D) of Section 265(b)(3) of the Code, without necessity for further designation, by reason of subparagraph (D)(ii) of Section 265(b)(3) of the Code. Further, the City represents and covenants that, during any time or in any manner as might affect the status of the Bonds as “qualified tax-exempt obligations”, it has not formed or participated in the formation of, or benefited from or availed itself of, any entity in order to avoid the purposes of subparagraph (C) or (D) of Section 265(b)(3) of the Code, and will not form, participate in the formation of, or benefit from or avail itself of, any such entity. The City further represents that the Bonds are not being issued as part of a direct or indirect composite issue that combines issues or lots of tax-exempt obligations of different issuers.

The amount of the Bonds (such amount being based on the issue price of the Bonds as determined under the Code) in excess of the face amount thereof are hereby designated as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code. In that connection, the City hereby represents and covenants that it, together with all its subordinate entities or entities that issue obligations on its behalf, or on behalf of which it issues obligations, in or during the calendar year in which the Bonds are issued, (i) have not issued and will not issue tax-exempt obligations designated as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code, including the aforesaid amount of the Bonds, in an aggregate amount in excess of \$10,000,000, and (ii) have not issued, do not reasonably anticipate issuing, and will not issue, tax-exempt obligations (including the aforesaid amount of the Bonds, but excluding obligations, other than qualified 501(c)(3) bonds as defined in Section 145 of the Code, that are private activity bonds as defined in Section 141 of the Code and excluding refunding obligations that are not advance refunding obligations as defined in Section 149(d)(5) of the Code) in an aggregate amount exceeding \$10,000,000, unless the City first obtains a written opinion of nationally recognized bond counsel that such designation or issuance, as applicable, will not adversely affect the status of the Bonds as “qualified tax-exempt obligations”. Further, the City represents and covenants that, during any time or in any manner as might affect the status of the Bonds as “qualified tax-exempt obligations”, it has not formed or participated in the formation of, or benefitted from or availed itself of, any entity in order to avoid the purposes of subparagraph (C) or (D) of Section 265(b)(3) of the Code, and will not form, participate in the formation of, or benefit from or avail itself of, any such entity. The City further represents that the Bonds are not being issued as part of a direct or indirect composite issue that combines issues or lots of tax-exempt obligations of different issuers.

The Finance Director as the fiscal officer, or any other officer of the City having responsibility for issuance of the Bonds is hereby authorized (a) to make or effect any election, selection, designation, choice, consent, approval, or waiver on behalf of the City with respect to the Bonds as the City is permitted to or required to make or give under the federal income tax laws, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Bonds or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments or penalties, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments, as determined by that officer, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the City, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Bonds, and (c) to give one or more appropriate certificate of the City, for inclusion in the transcript of proceedings for the Bonds, setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Bonds, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Bonds.

Each covenant made in this Section with respect to the Bonds is also made with respect to all issues any portion of the debt service on which is paid from proceeds of the Bonds (and, if different, the original issue and any refunding issues in a series of refundings), to the extent such compliance is necessary to assure exclusion of interest on the Bonds from gross income for federal income tax purposes, and the officers identified above are authorized to take actions with respect to those issues as they are authorized in this Section to take with respect to the Bonds.

Section 12. This City Commission hereby retains the firm of Squire, Sanders & Dempsey L.L.P. pursuant to an engagement letter which has been delivered to the City by that firm in order to furnish legal services in connection with the issuance of the Bonds and other matters related thereto. That engagement letter, and the execution thereof by the Finance Director, the Law Director, or any one of them, is hereby authorized, ratified and approved. In rendering those legal services, as an independent contractor and in an attorney-client relationship, that firm shall not exercise any administrative discretion on behalf of this City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, any county, municipality or other political subdivision, or of this City, or the execution of public trusts.

Section 13. This City Commission hereby retains the firm of Sudsina & Associates, LLC in order to furnish financial advisory services in connection with the issuance and sale of the Bonds and other matters related thereto. In rendering those financial advisory services, as an independent contractor and in a financial advisory relationship with the City, that firm shall not exercise any administrative discretion on behalf of this City in the formulation of public policy,

expenditure of public funds, enforcement of laws, rules and regulations of the State, any county, municipality or other political subdivision, or of this City, or the execution of public trusts.

Section 14. The Clerk of the City Commission is directed to deliver a certified copy of this ordinance to the County Auditor and to also deliver to the County Auditor, when available, a copy of the Certificate of Award referred to herein.

Section 15. This City Commission determines that all acts and conditions necessary to be done or performed by the City or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the City have been performed and have been met, or will at the time of delivery of the Bonds have been performed and have been met, in regular and due form as required by law; that the full faith and credit and general property taxing power (as described in Section 9) of the City are pledged for the timely payment of the debt charges on the Bonds; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Bonds.

Section 16. 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 committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 17. That, for the reasons set forth in the last preamble hereto, this ordinance is hereby declared to be an emergency measure and shall take effect immediately upon its passage and due authentication by the President and the Clerk of the City Commission.

DANIEL J. KAMAN
PRESIDENT OF THE CITY COMMISSION

ATTEST:

B. JOYCE BROWN
CLERK OF THE CITY COMMISSION

Passed: August 13, 2007

TO: Don Miers, Interim Sandusky City Manager

FROM: Carrie Handy, Chief Planner
Rosanne Bodner, Public Transit Administrator

DATE: August 1, 2007

**RE: Reinstatement of Trapeze Software for Sandusky Transit System
Dispatching Center**

ITEM FOR CONSIDERATION: Payment of back maintenance fees, software housing fees, and a map conversion/update fee to allow for the Sandusky Transit System Dispatching Center to utilize the City's Trapeze dispatching and scheduling software.

BACKGROUND INFORMATION: The City purchased and installed Trapeze dispatching and scheduling software (\$78,876) originally in February of 2000 with capital grant assistance from the Ohio Department of Transportation. The Trapeze software was utilized by Sandusky Transit System dispatching staff until July of 2005, when the service provider at the time began using a different software package owned by them.

After conversations with the City's current service provider and dispatching staff, it is staff's desire at this juncture to return to using the Trapeze software. While the current service provider, MV Transportation, has dispatching software which can handle today's trip demand, it will not be able to handle much more additional trip demand for the future and it does not have all of the capabilities of Trapeze which will allow us to maximize the efficiency of the existing system (i.e. the ability to "tell" dispatchers which vehicle is the best vehicle for each scheduled trip, GIS/mapping capabilities, powerful reporting, etc.). Future expansion of the STS service and coordination with other transportation providers in the County (now mandated by the Federal Transit Administration) would be able to be accommodated by the City's Trapeze system.

A return to Trapeze will also provide for a smooth transition in the future should a different service provider be selected for the next STS contract. The City would own the Trapeze dispatching software and all the data associated with it – a new service provider would use the existing system and the public would not have to be inconvenienced as the "bugs" were worked out with a new service provider's dispatching system.

A letter of agreement/memorandum of understanding will be developed between the City and MV Transportation regarding the installation, operation and ownership of the Trapeze software. MV has agreed to continue to provide computers capable of running the Trapeze application for the STS dispatchers and the Internet connection which will allow dispatchers to access the software on-line. The software will be hosted on servers located at Trapeze's corporate offices, thus eliminating the need for the City or MV to provide expensive servers at the STS facility.

Please refer to the attached Exhibit A-1 – Summary of Proposed Pricing. The Trapeze Corporation has quoted the City a reactivation fee of \$58,000 less a \$39,527 credit. The remaining \$18,773 is comprised of back maintenance fees to bring the City current on maintenance and then a maintenance fee which will provide for system maintenance until June of 2008. Re-installation of the software will also involve the following items:

Map conversion/update fee:	\$1,200
Software hosting service fee:	\$2,340

This brings the total cost of the re-installation of the Trapeze software to \$22,313.

This \$22,313 cost will be paid for with STP (Surface Transportation Program) funds from the Erie County Metropolitan Planning Organization (MPO) and Sandusky Transit System Program Federal Transit Administration (FTA) funds:

Erie County MPO Funds:	\$20,000
STS FTA Funds:	\$2,313
Total:	\$22,313

City general fund dollars will NOT be used in any way for this project.

STRATEGIC PLANNING IMPACT: This project promotes the City of Sandusky Strategic Plan in that public transportation is a necessary service to enhance the quality of life for the residents of the City. The Trapeze software will allow STS to become more efficient and maximize the passenger capacity of the existing service.

BUDGET IMPACT: The proposed Trapeze project will be funded with Erie County MPO and FTA funds and there will be no general fund monies utilized. The operations of the STS program are also entirely funded by sources other than the City's general fund revenue.

ACTION REQUESTED: It is requested that legislation be adopted allowing the City Manager to enter into an agreement with Trapeze Corporation for the re-installation of its scheduling and dispatching software. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter to allow the Trapeze agreement to be signed by the August 31st deadline date for the price quotation from Trapeze.

Approved:

I concur with this recommendation:

Gary Packan
Director of Development

Don Miears
Interim City Manager

Cc: Donald C. Icsman, Law Director;

Edward A. Widman, Finance Director

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AMENDMENT TO THE SOFTWARE LICENSE AND MAINTENANCE AGREEMENTS WITH TRAPEZE SOFTWARE GROUP, INC., FOR USE BY THE SANDUSKY TRANSIT SYSTEM; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, daily dispatching and ride scheduling computer software is an essential tool for the Sandusky Transit System to provide responsive and efficient service to the system's clients as well as accurate information for reporting requirements and facilitating intra-agency coordination and communication; and

WHEREAS, the current dispatching software has reached its maximum and will not be able to accommodate additional trip demands and does not possess all of the capabilities of the Trapeze Software which can better provide for future expansion of the STS service and mandated coordination with other transportation providers in the County; and

WHEREAS, execution of the amendment to the agreements with Trapeze Software Group, Inc., a copy of which is attached to this Ordinance, marked Exhibit "1" and is specifically incorporated as if fully rewritten herein, will result in no general fund money being utilized to reinstate the Trapeze Software System; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to allow the City Manager to execute the Amendment which contains pricing that is valid through August 31, 2007; and

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

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

Section 1. The City Manager is authorized and directed to execute the Amendment to the Software License and Maintenance Agreements with Trapeze Software Group, Inc., for use by the Sandusky Transit System, substantially in the same form as reflected in Exhibit "1" which is attached and specifically incorporated as if fully rewritten herein together with such revisions or additions as are approved by the Law Director as not being substantially adverse to the City and being consistent with the purpose of this Ordinance as set forth in the preambles hereto.

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: _____
B. JOYCE BROWN
CLERK OF THE CITY COMMISSION

Passed:

DATE: August 1, 2007

TO: City Commission

FROM: Carrie Handy, Chief Planner
Gary Packan, Assistant City Manager

SUBJECT: Commission Agenda Item – Recommendations of the Sandusky Tax Incentive Review Council

ITEM FOR CONSIDERATION: The City of Sandusky's Tax Incentive Review Council (TIRC) met on March 14, 2007 to review the City's active tax abatement agreements, community reinvestment area abatements and tax increment financing projects. The report from Erie County Auditor Thomas Paul contains the recommendations approved by the TIRC. Mr. Paul by law, serves as the Chairman of each TIRC in Erie County.

By law, the TIRC must make recommendations to the Sandusky City Commission who must consider the recommendations and pass appropriate legislation within sixty days of receiving the recommendations. The Commission may vote to accept, reject or modify all or any portion of the recommendations.

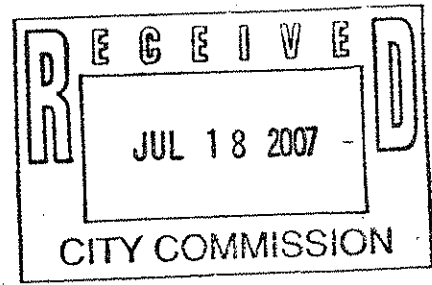
STRATEGIC PLAN IMPACT: The use of tax abatements has been beneficial to the expansion and retention of businesses in the City of Sandusky thereby meeting the strategic plan goal of development of businesses.

BUDGETARY INFORMATION: This action will not impact the City's operating budget.

ACTION REQUESTED: It is requested that the City Commission accept recommendations and enact legislation reflecting their wishes concerning the recommendations under Section 14 of the City Charter. By law, the City Commission must act within sixty days of receiving the TIRC's recommendations.

I concur with this recommendation:

Don (James) L. Miers, Interim City Manager



THOMAS J. PAUL
ERIE COUNTY AUDITOR

July 12, 2007

7 Columbus Avenue
Suite 210
Sandusky, Ohio 44870-2635

xx:(419) 627-7740
www.erie.viewtaxmaps.com

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627-7659
627-7741

Administrative 627-6650

State Tax & General 627-7746

Real Estate:

Appraisal 627-7787
Assessment 627-7658
CAMA 627-7610
CAUV 627-7743
Homestead 627-7742
Personal Property 627-7742
Mobile Homes 627-7746
Transfers 627-7853
General 627-7746

Payroll 627-7747

Vendor's License 627-7746

Weights & Measures 627-6650

Sandusky City Commission
City of Sandusky, Ohio
222 Meigs Street
Sandusky, Ohio 44870

Re: Recommendations of the Tax Incentive Review Council to the Sandusky City Commission.

The City of Sandusky's Tax Incentive Review Council (TIRC) met on March 14, 2007 to review the Battery Park Tax Increment financing Agreement, the city's Enterprise Zone Agreements and Community Reinvestment Area abatements that are currently in effect or have expired but still must be monitored between City of Sandusky and various Sandusky businesses and residential property owners.

This annual review is required by Ohio Revised Code Section 5709.85 (C)(1) with the TIRC required by law to make recommendations to the City Commission concerning the disposition of agreements in effect for the prior year. Reviews conducted in 2007 judge a company's performance for the prior year and therefore recommendations regarding these agreements apply to the calendar year beginning January 1, 2006.

For this year, there were several technical issues that required resolution before asking for legislation approving the recommendations of the TIRC. These issues have been resolved to the satisfaction of all involved and we are now ready to proceed with your annual statutorily required review of the TIRC's recommendations.

Under Section 5709.85(E) of the Ohio Revised Code, the City Commission must hold a meeting within sixty days of receipt of the TIRC's recommendations and may vote to accept, reject or modify all or any portion of these recommendations.

In the past the City Commission's legislation regarding the TIRC recommendations were forwarded to the Erie County Commissioners for their consideration and appropriate legislation. As the City of Sandusky now has Full Authority Enterprise Zone status, this step is no longer necessary.

While the minutes of the meeting are attached, a summary of the Council's recommendations is as follows:



Secretary, Erie County Board of Revision
Secretary, Erie County Budget Commission
Member, Erie County Records Commission
Sealer, Weights & Measures



FYI
7CC
CM
LAW
Finance
CD

1. BLUE CHIP MACHINE AND TOOL

-Recommendation: Continue the abatement without modification.

Comments: With recent plant closings and downsizing the Company was one job short of its goal at year-end but is otherwise in full compliance.

2. CEDAR FAIR

-Recommendation: Continue the abatement without modification.

Comments:

- a. The project was complete as of December 31, 2005 and the company has exceeded all goals.
- b. The Enterprise Zone Agreement is subject to a School Compensation Agreement under which the company agreed to pay the Sandusky City Schools \$70,000 per year once abatement starts. Cedar Fair has made the first three payments to the Sandusky Schools as agreed.
- c. Due to changes in the tax laws, Cedar Fair will not receive as large an abatement as originally contemplated under the agreement and the Sandusky Schools have approached Cedar Fair concerning possible modifications to the agreement.

3. DOUTHIT COMMUNICATIONS

-Recommendation: Continue the abatement without modification.

Comments: The Company has completed both phases of the project and is in full compliance with all parts of the agreement.

4. FORT JAMES OPERATING COMPANY (WHIRLEY) 1998 AGREEMENT

-Recommendation: Accept report and continue to monitor the company's activities.

Comments:

- a. This abatement was cancelled effective January 1, 2003 as the company had failed to meet job creation targets and then closed the local plant.
- b. We have verified that the company took no personal property tax abatement for 2003, 2004, 2005 and 2006 and \$12,822 in real estate tax abatement granted for the first half of 2003 has been recouped.
- c. The Ohio Revised Code dictates that company's closing a facility while receiving tax abatement are forbidden from receiving tax abatement for a period of five years. Staff worked with the State of Ohio to verify that the neither Fort James nor its parent company Georgia Pacific has received any new abatement in Ohio. The TIRC recommends that the city's staff check annually to verify that neither company has any received any new abatement in Ohio and inform the Ohio Department of Development of the City's objections to any such abatement.

5. FORT JAMES OPERATING COMPANY (2002 AGREEMENT)

-Recommendation: Accept report and continue to monitor the company's activities.

Comments: As above.

6. GATSBY TRANSPORTATION

-Recommendation: Accept final report. No further action is required.

Comment: The abatement was canceled due to the company's failure to comply with the agreement effective January 1, 2005. We have verified that no abatement took place for 2006.

7. K + K HOME DIVISION

-Recommendation: Amend the Enterprise Zone Agreement by adding K+M Home Interiors, LTD to the Agreement as owner of the real property.

Comments:

- a. When the Agreement was approved the company was not sure how the real estate would eventually be titled. They have now formed K+M Home Interiors, LTD and are asking that this entity be added to the Enterprise Zone Agreement. Such real estate transfers are not unusual as companies form separate real estate owning entities for tax and liability purposes.
- b. Construction of the 49,000 square foot building subject to the Enterprise Zone Agreement is complete at a cost of \$1,479,048.
- c. The company has now constructed a 33,600 square foot addition to the original building. There is no abatement on this addition.

8. LEWCO, INC. – 1999 AGREEMENT

-Recommendation: Accept final report. No further action is required.

-Comments: There was no abatement for 2006. The company has successfully completed the project and complied with the terms of the Enterprise Zone Agreement.

9. LEWCO, INC. – 2004 AGREEMENT

-Recommendation: Continue the abatement without modification.

-Comments: There company is in full compliance with the terms of the Enterprise Zone Agreement.

10. MACK IRON WORKS

-Recommendation: Continue the abatement without modification.

-Comments: There company is in full compliance with the terms of the Enterprise Zone Agreement.

11. MYERS INDUSTRIES (R.B. MFG. CO., INC.)

-Recommendation: Continue the abatement without modification.

Comments:

- a. The EZ Agreement calls for the city to share 50% of inflation adjusted income tax revenue with the schools for new employees hired as a result of Phase I of the Agreement. In 2006 the city paid the schools \$881 for calendar year 2005.
- b. The company is required to accrue a liability to the Sandusky Schools for the difference between a 50% abatement and the actual abatement received. This portion of the Enterprise Zone Agreement has expired and city staff is working with the company to determine the appropriate amount payable to the schools.
- c. The company recently completed a 165,000 square foot addition to their facilities. This building was constructed and equipped with no abatement.

12. SANDUSKY PACKAGING/FIFTH THIRD BANK

-Recommendation: Continue the abatement without modification.

-Comments: There company is in full compliance with the terms of the Enterprise Zone Agreement.

13. SHIBO GROUP (LYMAN HARBOR MARINA)

-Recommendations: Continue the abatement without modification.

-Comments: Previously approved amendments are now in place and all tax issues have been resolved.

14. S&S REALTY, LTD (COMFORT INN "RAIN" PROJECT)

-Recommendations: Continue the abatement without modification.

-Comments: Construction is now complete and the indoor waterpark officially opened July 1, 2007.

15. COMMUNITY REINVESTMENT AREAS (Legislation of 1978, 1984 and 1985)

-Recommendation: Accept report. No further action is required.

-Comments: All remaining properties subject to abatement were physically inspected and the Erie County Auditor's Office records were reviewed to be sure that valuation for expired abatements has been added to the tax rolls in a timely manner. All properties and records were found to be in order. No new projects may be added under this CRA legislation.

**16. D.P.D. OF SANDUSKY, LLC (DAN DELAHUNT) (Hubbard Building)-
DOWNTOWN COMMUNITY REINVESTMENT AREA (2003 Legislation).**

-Recommendation: Continue the abatement without modification.

-Comments-The project is complete and Mr. Delahunt reports spending \$2,200,000 on the renovations. Issues related to the start and end dates for individual condo unit abatements have now been resolved.

**17. K+T PROPERTY MANAGEMENT AND DEVELOPMENT (300-310 E. MARKET)-
DOWNTOWN COMMUNITY REINVESTMENT AREA (2003 Legislation).**

-Recommendation: Amend the Agreement to allow the company until December 31, 2008 to complete the project and extend all other performance criteria accordingly.

-Comments-The current completion date of December 31, 2007 will likely be inadequate as condominium sales have been slower than anticipated. It is prudent to approve an extension at this time to avoid coming back to the City Commission later for this amendment.

**18. RFP PROPERTIES, INC. (SHERWIN WILLIAMS BUILDING-CRA)
DOWNTOWN COMMUNITY REINVESTMENT AREA (2003 Legislation).**

-Recommendation: Continue the abatement without modification.

-Comments-The project is complete and occupied by The Basket Occasion. A reported \$500,000 was spent on renovations. Abatement started January 1, 2005.

19. RIEGER LOFTS, LLC

-DOWNTOWN COMMUNITY REINVESTMENT AREA (2003 Legislation).

-Recommendation: Amend the Agreement to allow the company until December 31, 2008 to complete the project and extend all other performance criteria accordingly.

-Comments- To date no abatement has been granted. We believe that construction will commence before the end of 2007 but that an extension of the project completion date from December 31, 2007 to December 31, 2008 will be required. In any event, even if no construction takes place, there is nothing to be lost by granting the requested amendment.

20. BATTERY PARK TAX INCREMENT FINANCING AGREEMENT

-Recommendation: Continue the abatement without modification.

-Comments- The Ohio Department of Development instituted new rules in 2005 making it mandatory that Tax Incentive Review Councils review and report upon all Tax Increment Financing (TIF) Agreements in their jurisdictions. The Council reviewed the terms of the Battery Park TIF and the payments made under the TIF to the City of Sandusky and everything was found to be in order.

Please feel free to contact the undersigned with any questions regarding these recommendations.

Sincerely,



Thomas J. Paul

Erie County Auditor

Chairman of the City of Sandusky Tax Incentive Review Council

Copies: Troy Bouts, Treasurer, Sandusky City Schools
Greg Sherman, Consultant to the City of Sandusky

Attachment

**THE CITY OF SANDUSKY, OHIO
TAX INCENTIVE REVIEW COUNCIL
MINUTES OF THE MARCH 14, 2007 MEETING**

The Tax Incentive Review Council of the City of Sandusky, Ohio met on Wednesday March 14, 2007 at 2:00 PM in the Erie County Commissioner's chambers, Erie County Services Center, 2900 Columbus Ave., Sandusky Ohio. The following Council members were in attendance:

- Thomas Paul, Erie County Auditor (Chair)
- Tony Bonner, Citizen Delegate, City of Sandusky
- Troy Bouts, Treasurer, Sandusky City Schools
- Carrie Handy, Enterprise Zone Manager, City of Sandusky
- George Steineman, Citizen Delegate, City of Sandusky
- Michael Will, Sandusky City Manager

Also in attendance were:

- Mark Litten, Greater Erie County Marketing (GEM)
- Alex MacNicol, Erie County Planning Director
- Gregory Sherman, Consultant to the City of Sandusky

Chairman T. Paul called the meeting to order at 2:07 P.M.

1. APPOINTMENT OF A VICE-CHAIRMAN:

On a motion by T. Bonner and second by M. Will and unanimous vote of the Council, G. Steineman was elected to serve as Vice-Chairman.

2. INTRODUCTION OF NEW ENTERPRISE ZONE MANAGER:

G. Sherman introduced Carrie Handy the new Enterprise Zone Manager for the City of Sandusky. G. Sherman explained that Carrie had worked previously for both the City of Sandusky and Erie County and has now returned to work for the City of Sandusky.

3. EXPLANATION OF FULL AUTHORITY ENTERPRISE ZONE STATUS:

G. Sherman explained that this was the first TIRC meeting since the City received its Full Authority Enterprise Zone status from the State of Ohio. G. Sherman reviewed changes to the makeup of the TIRC and to the voting members list.

4. PROBLEMS WITH REAL ESTATE APPRAISALS-ENTERPRISE ZONE PROPERTIES:

G. Sherman informed the TIRC that there were some problems with the real estate appraisals for companies receiving Enterprise Zone real property abatement and that some companies would receive supplemental tax bills. T. Paul added that the problems are isolated to Blue Chip Machine and Mack Iron. G. Sherman added that the problems were caught in the normal review and that the problems will be dealt with.

5. CHANGES TO THE ENTERPRISE ZONE PROGRAM:

G. Sherman reviewed changes to the Ohio's tax abatement programs including:

- a. The Enterprise Zone program legislation is set to sunset on 10/15/09 unless further extended by the legislature.
- b. Tax Increment Finance (TIF) activity is up all over the state as local jurisdictions are using this mechanism to finance infrastructure projects. G. Sherman further informed the council that there are 27 pending TIF's in Lorain County and 7 potential TIF's pending in Erie County.
- c. G. Sherman reviewed the basic provisions of Ohio House Bill 66, which changed the way business and personal taxes are assessed in Ohio. G. Sherman noted that personal property taxes are being eliminated by 2008 though certain members of the Ohio legislature are asking that the planned phase out be reevaluated. G. Sherman noted that the Commercial Activities Tax (CAT) replaces the taxes being phased out and that the CAT is in essence a .26% sales tax on all sales transactions.

6. BLUE CHIP MACHINE AND TOOL:

G. Sherman informed the Council that company is in compliance except for the fact that they are one job short with G. Sherman noting that, with recent plant closures, demand is down.

G. Sherman informed the Council that Blue Chip is a company that experienced problems with their real estate appraisal and will receive a supplementary tax bill.

On a motion by G. Steineman and second by T. Bouts the Council unanimously voted to recommend continuation of the agreement.

7. CEDAR FAIR (CASTAWAY BAY WATER PARK):

G. Sherman informed the Council that the company has far exceeded their goals.

G. Sherman further informed the Council that he and T. Bouts had discussed a reduction in the company's payment to the schools based upon the reduced benefit that the company receives as the Ohio Personal Property Tax is phased out. G. Sherman noted that the company currently pays the schools a flat \$70,000 per year and distributed a chart showing how the changes brought about by H.B. 66 would affect Cedar Fair's taxes and noted how the company will receive less benefit under the agreement than was originally intended.

A discussion took place on the original abatement intended and what Cedar Fair will actually receive. G. Steineman suggested that if we make an exception for Cedar Fair, we would have to do it for other companies as well. G. Sherman answered that other agreements paybacks are a percentage of the benefit received not a flat amount so other companies are automatically realizing the benefits of the tax law changes while Cedar Fair is not. G. Steineman asked if this agreement is not a typical agreement? G. Sherman answered that Cedar Fair proposed the flat amount and was comfortable with it even though we had suggested that they consider a payback based upon a percentage.

T. Bouts indicated that it was a matter of fairness to the company and that some adjustment was

in order. T. Bouts further informed the Council that we have been in contact with Cedar Fair CFO Peter Cragg and Cragg is willing to meet to discuss the subject.

T. Bouts moved and T. Bonner seconded a motion to recommend continuation of the agreement while directing staff to meet with Cedar Fair to discuss a reduction in payments due to the schools under the agreement. Under discussion G. Steineman asked why we would consider a reduction in payments to the schools? T. Bouts answered that the agreement was based upon a set of assumptions that are no longer true and it is a matter of fairness to the company. G. Sherman added that Cedar Fair does a number of good things for the Sandusky Schools that most people never hear about and the schools are thinking in terms of being fair to a company that has been a good corporate citizen. T. Bouts reiterated that this was true but noted that his suggestion is still based upon what is fair to a company when the rules and assumptions have changed.

T. Paul reviewed the chart showing benefits to the company and suggested a reduction based upon the percentage of change brought about by the new tax laws. A general discussion took place on how the company would pay less in property taxes but possibly more in overall taxes due to the new Commercial Activities Tax and how the schools would be reimbursed by the State for the reduction in Personal Property Tax with T. Bouts indicating that the schools would be more than whole with the payment of the \$70,000 from Cedar Fair but reiterated his point that it a reduction is a matter of fairness to the company.

With no further discussion the motion unanimously passed as presented.

8. DOUTHIT COMMUNICATIONS

G. Sherman informed the Council that the company is in compliance with all parts of their agreement and had made their most recent payment to the schools as agreed.

On a motion by G. Steineman and second by T. Bouts the Council unanimously voted to recommend continuation of the agreement as currently constituted.

9. FORT JAMES CORPORATION (WHIRLEY) – 1998 + 2002 AGREEMENTS

G. Sherman informed the Council that while the company closed in 2004 and these abatements were cancelled effective 1/1/03, we will continue to review their agreements until 2009.

G. Sherman indicated that the Council had previously directed staff to follow up on issues related to Ohio's plant closing law asking that we check annually to see if the company has received any other abatements in Ohio in violation of Ohio's five year plant closing law which dictates that a company that closes while receiving abatement is barred for five years from receiving any additional abatement in Ohio. G. Sherman reported that he had checked with the Ohio Department of Development and found that Fort James has no other abatements and Georgia Pacific has only an older abatement granted in 2000. Sherman noted that staff would check each year through 2009 to make sure that the company does not receive abatement anywhere else in Ohio.

G. Sherman recommendations were as follows: a) Accept report. b) Direct staff to monitor future Ohio abatements granted to either Fort James Operating Company or Georgia Pacific

through 2009 in an effort to enforce the plant closing rules.

On a motion by G. Steineman and second by M. Will the Council voted to recommend acceptance of the report and directed G. Sherman to monitor the company's compliance through 2009.

10. GATSBY TRANSPORTATION

G. Sherman informed the Council that the abatement for the company had been cancelled effective January 1, 2005 and that staff had verified that the taxes, which had been abated for 2005, were added back to the tax duplicate. G. Sherman further informed the Council that adding the abated taxes back to the tax duplicate did not result in payment of the real estate taxes and that the company is currently \$14,428 past due on their real estate taxes.

G. Sherman also pointed to efforts by city staff attempting to get the owners to clean up the mess at Gatsby noting that the company has been repeatedly cited for code violations.

G. Sherman informed the Council that with the verification of the cancellation of the abatement and efforts of the city staff to get the owners to clean up the property the Council has done all that that they can do and recommended acceptance of the report.

On a motion by T. Bonner and second by M. Will the Council unanimously voted to recommend acceptance of the staff report.

11. K+K HOME DIVISION, LLC

G. Sherman informed the Council that the new building is complete and was added to the tax rolls as of January 1, 2007 at an appraised value of \$1,093,190. G. Sherman further informed the Council that the company is now constructing a 33,600 square foot addition to the current building and noted that there is no abatement on the expansion and that the Erie County Auditor has separated the new addition from the abatement parcel for tax purposes. G. Sherman noted that the company has grown very quickly over the years and already has plans for its next expansion.

G. Sherman informed the Council that the company is in full compliance and further informed the Council of K+K's request to transfer the real estate on this project to a yet-to-named Limited Liability Company (LLC) noting that such requests are not unusual with companies forming these entities for tax and liability purposes. G. Sherman explained that a simple amendment would be prepared adding the new entity to the Enterprise Zone Agreement and recommended continuation of the abatement and approval of the proposed amendment.

On a motion by T. Bouts and second by T. Bonner the Council voted unanimously to recommend continuation of the agreement and approval of an amendment adding the yet-to-named LLC as a signer to the Enterprise Zone Agreement.

12. LEWCO, INC. – 1999 AGREEMENT

G. Sherman informed the Council that LEWCO made a mistake on their 2005 personal property tax return (for 2004) with the company taking a sixth year of abatement on their 1999

equipment when only five years of abatement was allowed. The company agreed with our finding and filed an amended personal property tax return and paid an additional \$909 in personal property taxes.

G. Sherman further informed the Council that the company's 2006 Personal Property Tax Return was examined and no further mistakes were found and all abatement had ceased as scheduled and asked that the Council vote to accept the final report.

On a motion by T. Bonner and second by G. Steineman the Council unanimously voted to recommend acceptance of the final report.

13. LEWCO, INC. – 2004 AGREEMENT

G. Sherman informed the Council that the company is in full compliance on jobs, investment and payments to the schools and recommended continuation of the agreement.

On a motion by G. Steineman and second by T. Bonner the Council unanimously voted to recommend continuation of the agreement as currently constituted.

14. MACK IRON WORKS

G. Sherman informed the Council that Mack Iron was one of the companies whose real estate tax bill on their abatement parcels was understated and that the company would receive a supplemental tax bill.

G. Sherman further informed the Council that 2007 will be the final year for real estate abatement on the project and explained that the company was in full compliance with their agreement.

On a motion by T. Bonner and second by G. Steineman the Council unanimously voted to recommend continuation of the agreement as currently constituted.

15. MYERS INDUSTRIES (R.B. MFG. CO., INC.)

G. Sherman informed the Council that this has been a very complex agreement and that while abatement has ended; there are still issues to be dealt with.

G. Sherman noted that, while the company repaid over \$2,000 in improperly abated taxes in 2005, there are still problems with the company's 2005 and 2006 personal property tax returns with the company owing \$4,024 for 2005 and \$8,250 for 2006. G. Sherman further informed the Council that there is a payment now due to the schools under an agreement to pay the schools the difference between a 50% abatement and the abatement that the company actually received early in the abatement contract with G. Sherman noting that he is working on with the company's accountants to determine the appropriate payment.

On a motion by G. Steineman and second by T. Bonner the Council unanimously voted to recommend continuation of the agreement while directing staff to work out the final tax issues and school payment and present a final report next year.

16. SANDUSKY PACKAGING/FIFTH THIRD BANK

G. Sherman informed the Council that Fifth Third Bank in on this agreement because the majority of the equipment is leased from Fifth Third and the leasing bank must file for abatement as owner of the equipment.

G. Sherman told the Council that the company is in full compliance on jobs, investment and payments to the schools and recommended continuation of the agreement.

On a motion by M. Will and second by T. Bonner the Council unanimously voted to recommend continuation of the agreement as currently constituted.

17. SHIBO GROUP (LYMAN HARBOR MARINA)

G. Sherman told the Council that, while there have been several problems with the agreement, the company's project has come together with \$4,000,000 reportedly spent to date.

G. Sherman further informed the Council that the previously approved amendment was now in place and the agreement now is structured as a 100% abatement with a 23% payback to the Sandusky schools and a 5% payback to the City of any abatement received. G. Sherman noted that the amendment grants real estate tax abatement only for improvements added to the tax rolls on January 1, 2005 and January 1, 2006 with nothing added prior to or after these dates eligible for abatement.

G. Sherman also informed the Council that the company took that to mean that no taxes were due on the real estate which left the company with past due taxes for those portions not abated under the agreement and told the Council that this problem has been taken care of and the company is now up to date on their taxes and is in compliance on jobs and investment.

On a motion by T. Bonner and second by G. Steineman the Council unanimously voted to recommend continuation of the agreement as currently amended.

18. S+S (SORTINO) COMFORT INN PROJECT

G. Sherman explained that this is the Comfort Inn (formerly Greentree Inn) water park project to be named "Rain" and noted that the water park improvements are designed to appeal primarily to families with very small children.

G. Sherman informed the Council that the project is currently under construction and that there had been no abatement to date.

On a motion by G. Steineman and second by M. Will the Council unanimously voted to recommend continuation of the agreement as currently constituted.

19. REVIEW OF COMMUNITY REINVESTMENT AREA TAX ABATEMENT:

- a. **PRE 1994 CRA ABATEMENTS:** G. Sherman distributed a report showing those properties still subject to abatement under the city's pre-1994 CRA abatement areas. G. Sherman explained that the Erie County's Auditor's Office records are inspected to make sure that abated value is added back to the tax rolls as abatement expires and

noted that there were no properties added back to the tax rolls for this report.

G. Sherman further explained that he and C. Handy inspected all properties subject to abatement as required by law and found no obvious code violations, etc. G. Sherman further informed the committee that these CRA areas have expired and no new abatements may be added but those properties already subject to abatement will continue to receive that abatement in accordance with the terms dictated in the original legislation.

On a motion by T. Bouts and second by T. Bonner the Council unanimously voted to recommend continuation of abatement for those properties still subject to abatement in the pre-1994 CRA areas.

b. DANIEL P. DELAHUNT REVOCABLE TRUST/D.P.D. OF SANDUSKY LLC:

G. Sherman presented the report on report on the Delahunt project noting that the company was in compliance with investment, jobs, etc.

G. Sherman further informed the Council that a dispute exists between Mr. Delahunt and the Erie County's Auditor's Office related to when abatement begins and ends on the residential units. G. Sherman explained that the previous Erie County Auditor Jude Hammond instructed Mr. Delahunt not to plat all of the units at once but that Mr. Delahunt did indeed plat all of the units at once and the Erie County Auditor's Office has determined that, as all units were platted at once, abatement must begin and end on all units at the same time whether or not the units are completed and/or sold.

G. Sherman further informed the Council that legal council for both the city and county have been asked to provide an opinion on this matter and that it is not a matter that the TIRC should be in the middle of.

G. Sherman advised the Council that Mr. Delahunt had properly made his investment and has complied with those items under the purview of the Council and recommended that the Council recommend continuation of the abatement subject to the forthcoming legal opinions which will instruct the Erie County Auditor on how to apply the abatements.

G. Sherman further informed the Council of a dispute between Mr. Delahunt and the county's appraisers wherein Mr. Delahunt disputes the county's decision to apply a \$42,000 land value to each condo unit regardless of size or sales price. G. Sherman told the Council that this was not a matter for them to deal with but nonetheless was a matter that they should be aware of.

T. Paul added that the Auditor's Office has been consistent in the way the way they have treated property owners and informed the Council that Mr. Delahunt will likely file an appeal to the Board of Revision where the matter will be decided.

A discussion took place concerning the original intent of the agreement as it related to abatement of the residential units with a consensus being reached that the matter must be worked out between the attorneys.

On a motion by G. Steineman and second by T. Bonner the Council unanimously voted to recommend continuation of the agreement.

- c. **K+T PROPERTY MANAGEMENT AND DEVELOPMENT, LLC:** G. Sherman informed the Council that Mr. Krabill has not finished construction and, to date, only three units have been sold.

G. Sherman further informed the Council that the agreement was amended in January of 2007 to allow a December 31, 2007 completion date but recommended that the agreement be amended again to allow a completion date of December 31, 2008 as Mr. Krabill was unlikely to be finished with the project in 2007.

G. Sherman further informed the Council that no abatement has taken place to date on the project but that abatement on some units will likely be reported for next year.

On a motion by M. Will and second by G. Steineman the Council unanimously voted to recommend continuation of the abatement and also recommended that the agreement be amended to allow a project completion date of December 31, 2008 with all other performance parameters extended accordingly.

- d. **RFP PROPERTIES, INC:** G. Sherman reviewed the report on RFP telling the Council that this project relates to the old Sherwin Williams building that is owned by Ruth Parker. G. Sherman further informed the Council that the owner is in full compliance with the agreement and recommended continuation of the abatement.

On a motion by G. Steineman and second by M. Will the Council unanimously voted to recommend continuation of the agreement as currently constituted.

- e. **RIEGER LOFTS, LLC:** G. Sherman informed the Council that the property owner Greg Spatz indicated that construction on the project would likely start this year. M. Will added that the city has done its part and it is now up to the developer to make the project happen.

G. Sherman further informed the Council that the agreement calls for construction to be completed by December 31, 2007 and that there is no way that the company will meet this deadline. G. Sherman recommended to the Council that they vote to continue abatement and approve a one-year extension of the construction deadline to December 31, 2008 noting that, as no abatement has taken place, there is nothing to lose by granting the extension.

On a motion by M. Will and second by T. Bonner the Council unanimously voted to recommend continuation of the abatement and also recommended that the agreement

be amended to allow a project completion date of December 31, 2008 with all other performance parameters extended accordingly.

21. REVIEW OF BATTERY PARK TAX INCREMENT FINANCING AGREEMENT:

G. Sherman informed the Council that the Tax Increment Financing (TIF) on Battery Park is a thirty-year agreement that has been in place since 1986 and that the city receives a portion of the real estate taxes paid on the project to use for various economic development projects throughout the city. G. Sherman reviewed the city's report to the Ohio Department of Development and noted that the city received \$23,814 from the TIF in 2006 with a total received by the city to date of about \$349,000.

On a motion by T. Bonner and second by G. Steineman the Council unanimously voted to recommend that the Battery Park TIF be continued as currently constituted.

With no further business to come before the Council adjourned at 2:53 P.M.

ges 4/25/07

RESOLUTION NO. _____

A RESOLUTION ACCEPTING AND APPROVING THE CITY OF SANDUSKY TAX INCENTIVE REVIEW COUNCIL'S (T.I.R.C.) RECOMMENDATIONS REGARDING CURRENT TAXATION AGREEMENTS; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City of Sandusky's Tax Incentive Review Council met on March 14, 2007, to review the current taxation agreements and the Chairman of the T.I.R.C., the County Auditor, has submitted the T.I.R.C.'s recommendations to this City Commission on July 18, 2007, a copy of which is marked Exhibit "A" attached to this Resolution and specifically incorporated as if fully rewritten herein; and

WHEREAS, pursuant to O.R.C. Section §5709.85(E), this City Commission is required to hold a meeting within sixty (60) days of receipt of the T.I.R.C.'s recommendations and vote to accept, reject, or modify all or any portion of the T.I.R.C.'s recommendations and to forward a copy of this Resolution together with the Commission's recommendations to the Board of Erie County Commissioners for their consideration and action; and

WHEREAS, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to insure compliance with the statutory timeline in the O.R.C. §5709.85(E); 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, the City Commission of the City of Sandusky, Ohio, finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Resolution** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE

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

Section 1. This City Commission accepts and approves the City of Sandusky Tax Incentive Review Council's recommendations as set forth in Exhibit "A" which is attached to this Resolution and is specifically incorporated as if fully rewritten herein.

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

Section 3. That it is found and determined that all formal actions of the City Commission of the City of Sandusky concerning and relating to the adoption of this Resolution were taken in an open meeting of the City Commission of the City of Sandusky 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 Resolution is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter from and 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: _____
B. JOYCE BROWN
CLERK OF THE CITY COMMISSION

Passed:

TO: James L. (Don) Miers, Interim City Manager

FROM: Joshua R. Snyder, Traffic Engineer

DATE: August 1, 2007

SUBJECT: Commission Agenda Item

ITEM FOR CONSIDERATION: An Ordinance awarding a contract to Erie Blacktop, Inc., Sandusky, Ohio, for the Dorn Park Parking Lot Expansion Phase I. This project involves finish grading and paving of the stoned area adjacent to the existing paved lot. Five (5) bids were received on July 31, 2007 from the following companies:

Erie Blacktop, Inc.	Sandusky, OH	\$38,929.10
7L Construction, LLC	Bellevue, OH	\$40,029.03
A J Riley, Inc.	Norwalk, OH	\$41,464.80
Precision Paving, Inc.	Milan, OH	\$41,189.30
M J Griffith Paving, Inc.	Sheffield Village, OH	\$42,631.94

The bid from Erie Blacktop, Inc. of Sandusky, Ohio was determined to be the lowest and best bid.

BUDGETARY INFORMATION: The revised project cost based on bids, including engineering, inspection, advertising and miscellaneous costs is \$45,000.00. This project will be paid from various donors. No general funds will be expended with the exception of labor.

ACTION REQUESTED: It is recommended that the Ordinance awarding a contract to Erie Blacktop, Inc. of Sandusky, Ohio for the Dorn Park Parking Lot Expansion Phase I, in the amount of \$38,929.10 be approved. It is requested that the legislation be passed under suspension of the rules in accordance with Section 14 of the City Charter thereby allowing the contractor sufficient time to complete this project prior to the October 1, 2007 deadline.

Joshua R. Snyder, Traffic Engineer

Approved by:

James L. (Don) Miers
Interim City Manager

Kathryn K. McKillips, P.E., Director
Department of Engineering Services

JRS/cal

cc: Joyce Brown, Clerk of City Commission
Ed Widman, Finance Director

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH ERIE BLACKTOP, INC., OF SANDUSKY, OHIO, FOR THE DORN PARK PARKING LOT EXPANSION PROJECT PHASE I; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this project involves the finish grading and paving of the stoned area adjacent to the existing Dorn Park parking lot; and

WHEREAS, upon public competitive bidding as required by law five (5) appropriate bids were received and the bid from Erie Blacktop, Inc., of Sandusky, Ohio, was determined to be the lowest and best bid; and

WHEREAS, the revised total cost of this project including engineering, inspection, advertising and miscellaneous costs is \$45,000.00, to be paid with funds from various donors; no general funds will be expended with the exception of labor; 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 in order to allow the contractor sufficient time to complete this project by the completion deadline of October 1, 2007; 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 Engineering 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. The City Manager is authorized and directed to enter into a contract with Erie Blacktop, Inc., of Sandusky, Ohio, for the Dorn Park Parking Lot Expansion Project Phase I in an amount **not to exceed** Thirty Eight Thousand Nine Hundred Twenty Nine and 10/100 Dollars (\$38,929.10) consistent with the bid submitted by Erie Blacktop Inc., of Sandusky, Ohio, currently on file in the office of the Director of Engineering Services.

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:

B. JOYCE BROWN
CLERK OF THE CITY COMMISSION

Passed:

To: Don Miers, Interim City Manager
From: Josh Snyder, P.E., Traffic Engineer
Date: July 24, 2007
Subject: Commission Agenda Item

Item for Consideration: Venice Road Lift Station Rehabilitation Project. This project will improve operation at this pump station, specifically, replacement of the roof and exterior doors, the seal water tank, seal water pumps, and two (2) waste grinders, also the addition of one new high performance pump and motor. Overall, this will improve the pump station's capacity and efficiency.

Budgetary Information: The engineer's estimated cost of the project, including parts and labor is \$211,650.00. The Ohio Public Works Commission will contribute \$105,825.00 (50%) and the City's Sewer Fund will pick up the remaining \$105,825.00 (50%).

Action Requested: It is requested that the Venice Road Lift Station Rehabilitation Project be approved and that the necessary legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter in order to go out for bids within the schedule approved by the OPWC. The project completion date is August 31, 2008.

Joshua R. Snyder, P.E.
Traffic Engineer

I concur with this recommendation:

Don Miers
Interim City Manager

Kathryn K. McKillips, P.E.,
Director of Engineering Services

JRS/cal

cc: Ed Widman, Finance Director
Joyce Brown, Commission Clerk

RESOLUTION NO. _____

A RESOLUTION DECLARING THE NECESSITY FOR THE CITY OF SANDUSKY, OHIO, TO PROCEED WITH THE VENICE ROAD LIFT STATION REHABILITATION PROJECT; APPROVING THE SPECIFICATIONS AND ENGINEER'S ESTIMATE OF COST THEREOF; AND DIRECTING THE CITY MANAGER TO ADVERTISE FOR AND RECEIVE BIDS IN RELATION THERETO; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Venice Road Lift Station Rehabilitation Project involves replacement of the roof and exterior doors, a seal water tank, seal water pumps, and two waste grinders and the addition of one new high performance pump and motor which will improve the pump station's capacity and efficiency; and

WHEREAS, this City Commission authorized the submission of an application and to enter into a project agreement with the Ohio Public Works Commission for financial assistance by Resolution No. 043-06R, passed on September 25, 2006; and

WHEREAS, the total estimated cost for this project including parts and labor is \$211,650.00 with the Ohio Public Works Commission funding 50% in the amount of \$105,825.00, and the remaining \$105,825.00 will be funded with Sewer Funds; 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 in order to adhere to the project schedule previously approved by the Ohio Public Works Commission which provides for a project completion deadline of August 31, 2008; 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 Department of Engineering 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 **Resolution** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE

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

Section 1. The specifications and estimates of cost as prepared by the Director of Engineering Services and submitted to this City Commission, and which are now on file with the Clerk of the City Commission, and the office of the Director of Engineering Services, for the Venice Road Lift Station Rehabilitation Project, be and the same hereby are approved by this City Commission.

Section 2. This City Commission hereby declares it necessary to proceed with the Venice Road Lift Station Rehabilitation Project at the earliest possible time.

Section 3. The City Manager is authorized and directed to advertise for and to receive bids in relation to the Venice Road Lift Station Rehabilitation Project as required by law.

Section 4. If any section, phrase, sentence, or portion of this Resolution is for any

reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

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

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

DANIEL J. KAMAN
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
B. JOYCE BROWN
CLERK OF THE CITY COMMISSION

Passed:

TO: James L. (Don) Mears, Interim City Manager

FROM: Jeffrey W. Rosekelly, P.E., Project Engineer

DATE: July 27, 2007

SUBJECT: Commission Agenda Item

ITEM FOR CONSIDERATION: An Ordinance awarding contract to Ed Burdue & Co., Sandusky, Ohio, for the Monroe Street Resurfacing Project Phase II. This project is from Camp Street to Columbus Avenue, and includes the replacement of curb and gutters, sidewalks and drive approaches in need of repair; full-depth pavement repair in the center of the pavement; and milling and re-surfacing to a depth of three inches (3") of the remaining road surface. Four (4) bids were received on July 24, 2007 from the following companies:

Ed Burdue & Co.	Sandusky, Ohio	Bid: \$500,918.78
Precision Paving	Milan, Ohio	Bid: \$546,675.72
Gerken Paving	Napoleon, Ohio	Bid: \$564,588.80
A.J. Riley	Norwalk, Ohio	Bid: \$591,992.23

BUDGETARY INFORMATION: The revised project cost based on bids including miscellaneous expenses is \$596,093.35. The private assessment cost is \$117,710.64. The Ohio Public Works Grant expense will be \$271,500.00. The City portion of the project cost is \$206,882.71. The City portion is broken down as follows: the Water Fund expense will be \$238.00, the Sewer Fund expense will be \$20,557.25, and the \$5 license fee fund will be \$186,087.46.

ACTION REQUESTED: It is recommended that the Ordinance awarding contract to Ed Burdue and Company, of Sandusky, Ohio for the Monroe Street Resurfacing Project Phase II, in the amount of \$500,918.78 be approved. It is requested that the legislation be passed under suspension of the rules in accordance with Section 14 of the City Charter thereby allowing the contractor sufficient time to complete this project by the October 31st completion deadline.

Jeffrey W. Rosekelly, P.E.
Project Engineer

Approved by:

James L. (Don) Mears
Interim City Manager

Kathryn K. McKillips, P.E., Director
Department of Engineering Services

JWR/cal

cc: Joyce Brown, Clerk of City Commission
Ed Widman, Finance Director

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH ED BURDUE & CO., OF SANDUSKY, OHIO, FOR THE MONROE STREET RESURFACING PROJECT PHASE II; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City Commission authorized the submission of an application and to enter into a project agreement with the Ohio Public Works Commission for financial assistance by Resolution No. 037-05R, passed on September 26, 2005; and

WHEREAS, this City Commission declared the necessity for the City to proceed with the Monroe Street Resurfacing Project Phase II by Resolution No. 006-07R passed on February 26, 2007; and

WHEREAS, this project involves the replacement of curb and gutters, sidewalks and drive approaches in need of repair, full-depth pavement repair in the center of the pavement and milling and resurfacing to a depth of three inches of the remaining road surface from Camp Street to Columbus Avenue; and

WHEREAS, upon public competitive bidding as required by law four (4) appropriate bids were received and the bid from Ed Burdue & Co., of Sandusky, Ohio, was determined to be the lowest and best bid; and

WHEREAS, the revised total cost of this project based on bids including miscellaneous costs is \$596,093.35, with the City's portion being \$206,882.71 of which \$238.00 is to be paid with Water Funds, \$20,557.25 to be paid from Sewer Funds and \$186,087.46 to be paid from the \$5 License Fee Fund; the Ohio Public Works Commission will fund \$271,500.00 and the remaining balance of \$117,710.64 is to be paid through private assessments; 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 in order to allow the contractor sufficient time to complete this project by the completion deadline of October 31, 2007; 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 Engineering 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. The City Manager is authorized and directed to enter into a contract with Ed Burdue & Co., of Sandusky, Ohio, for the Monroe Street Resurfacing Project Phase II in an amount **not to exceed** Five Hundred Thousand Nine Hundred Eighteen and 78/100 Dollars (\$500,918.78) consistent with the bid submitted by Ed Burdue & Co., of Sandusky, Ohio, currently on file in the office of the Director of Engineering Services.

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:

B. JOYCE BROWN
CLERK OF THE CITY COMMISSION

Passed:

Memo

To: Don Mears, Interim City Manager
From: Kim A. Nuesse, Chief of Police
CC: Don Icsman, Law Director
Date: 8/9/2007
Re: Commission Agenda Item

Item For Consideration:

Request for an Ordinance authorizing the City Manager to enter into a Mutual Aid Contract for Police Protection with the City of Huron Police. This updated Mutual Aid Contract is necessary for the Sandusky Police Department in daily operations and interactions with neighboring police agencies. The Mutual Aid Contract, which is currently in effect, was signed in the early 1980's and has not been updated since.

Budgetary Information:

This would not impact the police department budget, as there is no cost associated with this ordinance.

Action Requested:

It is requested that the proper legislation be prepared to enter into this mutual aid contract for police protection in order to better facilitate and delineate the responsibilities and expectations of each agency for mutual aid response on a daily basis. It is further requested that this be passed to take immediate effect in accordance with Section 14 of the City Charter due to the frequency of these activities, given the current budgetary constraints of the Sandusky Police Department with staffing issues.

I concur with this recommendation:

Don Mears, Interim City Manager

Cc: Don Icsman, Law Director

Joyce Brown, City Commission Clerk

MUTUAL AID CONTRACT FOR POLICE PROTECTION

This Contract is entered into this ____ day of _____, 2007, by and between the City of Sandusky and the City of Huron, political subdivisions organized and existing under the laws of the State of Ohio.

RECITALS

WHEREAS, the City Commission of the City of Sandusky, Ohio, enacted Ordinance No. _____ on the ____ day of _____, 2007, which duly authorizes the execution of this Mutual Aid Contract for Police Protection; and

WHEREAS, the City Council of the City of Huron, Ohio, enacted _____ No. _____ on the ____ day of _____, 2007, which duly authorizes the execution of this Mutual Aid Contract for Police Protection; and

WHEREAS, Ohio Revised Code Section 737.04 authorizes municipal corporations in order to obtain police protection or additional police protection, or to allow their police officers to work in multi-jurisdictional drug gang, marine patrol, or career criminal task forces, to enter into contracts with one or more municipal corporations upon such terms that are agreed upon, for the services of police departments or the use of police equipment within the territories of the contracting subdivisions; and

WHEREAS, it is the desire of the City of Sandusky and the City of Huron to provide for mutual assistance in the interchange and use of their police equipment and personnel within each of their territories, irrespective of the territory in which the equipment and personnel may be used, on the terms and conditions set forth herein.

NOW, THEREFORE, the City of Sandusky, Ohio and the City of Huron, Ohio, agree and contract as follows:

1. In the event that it becomes necessary to obtain police protection or to obtain additional police protection, or to allow police officers to work in multi-jurisdictional drug, gang, or career criminal task forces, the parties to this contract acting through the Police Chief for the City of Sandusky and the Police Chief for the City of Huron, or their respective designates, may each request the other to render such assistance as in the opinion of the requesting community may be required. For purposes of this Mutual Aid Contract the "requesting community" means the party requesting police assistance and the term "responding community" means the party furnishing police assistance pursuant to this Mutual Aid Contract.
2. Each party shall respond, so far as in the judgment of the official of the responding community named in paragraph 1, above, is consistent with the proper protection of its own territory, to the call of the official of the requesting community named in paragraph 1, above, for police assistance.
 - a. Any request for police assistance pursuant to this Agreement shall be made by the official named in paragraph 1 and in that official's absence, the highest ranking officer of the requesting community on duty at the time. The decision as to whether, and the extent to which, manpower and equipment is available for assistance shall be made by the highest ranking officer of the responding community on duty at the time.
 - b. When police assistance is requested and furnished, radio communication among the participating units shall be established to the extent and as quickly as possible.

- c. When police assistance is requested and furnished, the official named in paragraph 1 and in that official's absence the senior officer of the requesting party shall have full charge and authority over assisting personnel and equipment responding to the request.
 - d. Police assistance furnished by the responding community to the requesting community may be recalled at any time at the sole discretion of the official named in paragraph 1 and in that official's absence the highest ranking officer on duty at the responding community's police department.
3. There shall be no liability, responsibility or cause of action for breach of this Mutual Aid Contract between or among the parties if police assistance is denied, delayed, inadequate, or subsequently recalled, or if furnished assistance is not needed upon arrival.
4. All personnel of the responding community, in responding to a call for assistance pursuant to this Mutual Aid Contract, shall be considered to be acting within the scope of their employment while enroute to or from, and while acting within the territory of the requesting community and while acting within any other jurisdiction if engaged in fresh pursuit.
5. No charge shall be made to any party by another party for police services rendered pursuant to this Agreement. Each party shall assume the expense of loss or damage to equipment or apparatus that may occur while in the other party's territory or while responding to the requesting community (political subdivision) pursuant to this Agreement. There shall be no reimbursement among the parties for any worker's compensation award or premium contribution

assessed or unemployment compensation benefits against the employing community for injury or death of a police officer arising from any activity or service rendered pursuant to this Mutual Aid Contract.

6. Police personnel acting pursuant to this Mutual Aid Contract outside of their political subdivision may participate in any pension or indemnity fund established by their employer to the same extent as if they were acting within their subdivision, and are entitled to all rights and benefits as provided by Ohio Law.
7. To the extent that law enforcement personnel employed or furnished by a party to this Mutual Aid Contract, or either political subdivision employing such personnel which is a party to this Mutual Aid Contract, may be held liable for damages or other relief to any third party for acts or omissions occurring or arising out of providing police services pursuant to this Agreement, whether such liability arises under Ohio Revised Code Chapter 2744, common law, or any other State or Federal Statutory Law, the following rules regarding allocation of the risk of such liability shall apply:
 - a. All law enforcement personnel providing police services to the requesting community, for purposes of risk allocation of liability to third parties only, shall be deemed to be acting under the direction and control of the Chief of Police of the requesting community and the requesting community shall assume the risk of any liability to third parties arising from the conduct, acts or omissions of the responding community's personnel.
 - b. The time period during which the requesting community assumes the risk of liability to third parties for police assistance rendered pursuant to this

Mutual Aid Contract shall commence at the time the police personnel arrive at the requesting community's location and report to the requesting community's Chief of Police, designate, or highest ranking officer in charge and shall end at the time the police personnel of the responding community are dismissed by the requesting community's Chief of Police, designate, or highest ranking officer in charge.

- c. Each party agrees that with respect to the rendering of any police services in which it acts as the requesting community, it will protect, indemnify, hold harmless and defend the responding community and each and every law enforcement person who has participated from and against any claim, loss, damage, cause of action, expense, attorney fees or other costs provided, however, that such duty to indemnify and defend shall not apply to the responding community and its personnel to the extent that any such personnel have acted outside the scope of lawful orders issued by the police authorities of either the requesting community or the responding community, or to the extent that any such personnel willfully and maliciously caused injury to person or property.
- d. If any requesting community challenges its duty to indemnify and defend against any claim or action, it shall within thirty (30) days after receiving written notice of such claim or action, give written notice to the Chief of Police of the responding community that it will defend under a reservation of rights until a final determination as to whether the requesting community owes a duty to indemnify and defend under the terms of this Contract.

- e. Each party acknowledges and agrees that the responding community owes its full cooperation to the requesting community that is assuming the defense of any claim or action and that either party may bring an action for declaratory judgment in the Common Pleas Court of Erie County, Ohio, for a determination of the parties rights and responsibilities under this Mutual Aid Contract regarding the duty of the requesting community to indemnify and defend the responding community.
8. This Contract shall remain in effect for one (1) year from and after the date of execution, it shall automatically be renewed for successive one (1) year periods unless either party shall withdraw by giving notice by certified mail to the other party at least 30 days prior to expiration.
9. No modification of this Contract will be effective unless it is in writing and signed by both parties.
10. This Contract shall be binding upon and enforceable by the parties hereto, and the rights and obligations hereunder shall not be assigned.
11. This Contract contains the entire Contract between the parties and all of the terms and conditions to which the parties have agreed and supersedes all prior oral or written agreements or understandings concerning the subject matter hereof.
12. In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability, shall not effect any other provision of this Contract.

13. This Contract shall be governed by and construed in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the City of Sandusky and the City of Huron have caused this Contract to be executed by the respective proper officers and officials of the City of Sandusky and the City of Huron thereunto duly authorized of the day and year first above mentioned.

SIGNATURE PAGES TO FOLLOW

This Agreement may be amended by the parties only by a written agreement signed by both parties.

WITNESSES:

CITY OF SANDUSKY:

James L. (Don) Mears
Interim City Manager

WITNESSES:

CITY OF HURON:

Approved as to Form:

Donald C. Icsman
Law Director
City of Sandusky

M. L. McDermond
Law Director
City of Huron

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A MUTUAL AID CONTRACT WITH THE CITY OF HURON FOR THE INTERCHANGE AND USE OF POLICE PERSONNEL AND EQUIPMENT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, Mutual Aid contracts are a valid public purpose and section 737.04 of the Ohio Revised Code provides that municipal corporations may enter into contracts relating to the services of police departments or the use of police equipment upon any terms that are mutually agreed upon and approved by the political subdivisions respective legislative body; and

WHEREAS, each of the respective political subdivisions in the usual daily operation of the Police Department for the City of Sandusky and the City of Huron have certain police personnel and equipment which in certain situations may be inadequate to afford full and complete protection to the respective department's inhabitants and property which may necessitate the mutual sharing of their resources; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately execute the Mutual Aid Contract which contains the terms and conditions upon which the mutual interchange of police personnel and equipment will occur; 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. For the reasons set forth in the preambles hereto, this City Commission approves the form of the Mutual Aid Contract for Police Protection which is on file in the office of the Chief of Police and a copy of which is attached to this Ordinance, and the City Manager is authorized and directed to sign and deliver in the name of and on behalf of the City, the contract substantially in the form attached together with such changes thereto as are approved by the Law Director as not being materially inconsistent with this Ordinance and not substantially adverse to the City and that are permitted by Law.

Section 2. The Clerk of this City Commission is authorized and directed to furnish a certified copy of this Ordinance together with the Mutual Aid Contract for Police Protection to the Clerk of the City Council of the City of Huron, Ohio.

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: _____
B. JOYCE BROWN
CLERK OF THE CITY COMMISSION

Passed: