

**CITY OF SANDUSKY COMMISSIONERS**  
**REGULAR SESSION AGENDA**  
**October 11, 2011 at 5 p.m.**  
**City Hall, 222 Meigs Street**

**INVOCATION**

**PLEDGE OF ALLEGIANCE**

**CALL TO ORDER**

**ROLL CALL**

J. Farrar, D. Waddington, D. Cole, P. Brown, D. Kaman, J. Hamilton & R. Brady

**APPROVAL OF MINUTES**

September 26, 2011 and October 6, 2011

**AUDIENCE PARTICIPATION**

Agenda items listed below only (3 minute limit)

**PROCLAMATIONS**

Fire Prevention Week

**PRESENTATIONS**

Jim Rokakis, Director - Thriving Communities Institute,  
Western Reserve Land Conservancy

Peter Zaehringer – Erie County Economic Development Corporation

**COMMUNICATIONS**

Motion to accept all communications submitted below

**CURRENT BUSINESS**

**ITEM #1 - ORDERED IN 9.26.11**

**ORDINANCE NO.** \_\_\_\_\_: It is requested an Ordinance be passed authorizing and directing the city manager to enter into a five (5) year license agreement with the Maritime Museum of Sandusky for priority use of the Sandusky Bay Pavilion beginning January 1, 2012; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the city charter.

**ITEM #2 – Submitted by Amanda Meyers, Paralegal**

**Budgetary Information:** The cost associated with this purchase agreement is the total amount of the title examination, title insurance policy, deed preparation and escrow fees charged by the title company acting as escrow agent for the sale and purchase transaction. Any such costs shall be paid by the purchasers. The purchasers shall also pay the real estate transfer tax, if any, and recording fees upon purchase. Residential development of this nonproductive land will enhance property values in the southside acquisition zone and the taxing districts will once again begin collecting real property taxes.

**ORDINANCE NO.** \_\_\_\_\_: It is requested an Ordinance be passed declaring that certain real property owned by the city as part of the land reutilization program identified as parcel #58-01001.000, located at 1722 Pierce Street is no longer needed for any municipal purpose and authorizing the execution of a purchase agreement with respect to that real property; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the city charter.

**ITEM #3 – Submitted by Todd J. Roth, P.E., P.S.**

**Budgetary Information:** The third and final change order will decrease the contract with Industrial Power Systems, Inc. by \$20,000. The revised contract amount is \$548,603.67 and is shared between the city and county at a 64.8% / 35.2% split. The city's share will be paid with sewer funds through the project's OWDA loan.

**ORDINANCE NO.** \_\_\_\_\_: It is requested an Ordinance be passed authorizing and directing the city manager to approve the third and final change order for work performed for the wastewater treatment plant expansion project phase II and to deduct the contract amount by \$20,000 in relation thereto; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the city charter.

**ITEM #4 – Submitted by Thomas Schwan, Transit Administrator**

**Budgetary Information:** The state grants have a significant impact on the transit system's budget, as they comprise approximately 10% of the total operating budget. These funds are also used as matching funds, which allows the city to draw down its funds from the U.S. Department of Transportation for the federal transit grant. Without this state funding, service would have to be restructured or reduced. The E & D program provides state funds to reimburse STS reduced fares, no greater than one-half (1/2) the regular adult fare, to the elderly and people with disabilities in the City of Sandusky, Perkins Township and the City of Huron. These funds offset the farebox loss incurred by STS as a result of offering this reduced fare.

**RESOLUTION NO.** \_\_\_\_\_: It is requested a Resolution be passed authorizing and directing the city manager to accept a grant in the amount of \$24,246 from the Ohio Department of Transportation for CY 2012 Elderly and Disabled Transit Fare Assistance program; and declaring that this resolution shall take immediate effect in accordance with section 14 of the city charter.

**ITEM #5 – Submitted by Kelly L. Kresser**

A notice has been submitted to the City of Sandusky from the Ohio Division of Liquor Control, requesting a liquor permit transfer from J. Bistro I LLC dba J. Bistro I to Manhattan on Market LLC dba J. Bistro, 1<sup>st</sup> floor & storage basement, 129 West Market Street, Sandusky. It is requested the clerk notify the Ohio Division of Liquor Control that the city has no objections to this request.

**CITY MANAGER'S REPORT**

**OLD BUSINESS**

**NEW BUSINESS**

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

**EXECUTIVE SESSION**

**ADJOURNMENT**

**Buckeye CableSystem broadcast on Cable Channel 81:**

REPLAYS:      Tuesday, October 11 at 9 p.m.  
                    Wednesday, October 12 at 5 p.m.  
                    Monday, October 17 at 7 p.m.

# PROCLAMATION

**WHEREAS**, the City of Sandusky is committed to ensuring the safety and security of all those living in and visiting our city; and

**WHEREAS**, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire;

**WHEREAS**, home fires killed more than 2,500 people in the United States in 2009, according to the latest research from the non-profit National Fire Protection Association (NFPA), and fire departments in the United States responded to more than 360,000 home fires; and

**WHEREAS**, cooking equipment is the leading cause of home structure fires and associated injuries, and the third leading cause of home fire deaths; and

**WHEREAS**, heating and electrical equipment and smoking materials are among the leading causes of all reported home fires; and

**WHEREAS**, home candle fires are reported to a U.S. fire department every 30 minutes, on average; and

**WHEREAS**, the risk of dying in a home structure fire caused by smoking rises with age; and

**WHEREAS**, working smoke alarms cut the risk of dying in reported home fires in half; and

**WHEREAS**, automatic fire sprinkler systems cut the risk of dying in a home fire about 80%; and

**WHEREAS**, Sandusky's first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

**WHEREAS**, Sandusky residents are responsive to public education measures and are able to take personal steps to increase their safety from fire, especially in their homes; and

**WHEREAS**, residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

**WHEREAS**, the 2011 Fire Prevention Week theme, *"It's Fire Protection Week. Protect your family from fire!"* effectively serves to remind us all of the simple actions we can take to keep our homes and families safe from fire during Fire Prevention Week and year-round

**NOW THEREFORE**, I, Daniel J. Kaman, President of the City Commission of Sandusky, Ohio, do hereby proclaim October 9 – 15, 2011 as:

## ***"FIRE PREVENTION WEEK"***

in the City of Sandusky, Ohio, and urge all people of Sandusky to protect their homes and families by heeding the important safety messages of Fire Prevention Week, 2011, and to support the many public safety activities and efforts of Sandusky's fire and emergency services.

Dated this 11<sup>th</sup> day of October, 2011.

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Daniel J. Kaman, President  
Sandusky City Commission  
City of Sandusky, Ohio

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

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A FIVE (5) YEAR LICENSE AGREEMENT WITH THE MARITIME MUSEUM OF SANDUSKY FOR PRIORITY USE OF THE SANDUSKY BAY PAVILION BEGINNING JANUARY 1, 2012; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Maritime Museum of Sandusky desires to have priority use of the Sandusky Bay Pavilion located at 605 East Water Street for the purpose of organizing and holding community and civic events that will be open and accessible to the public and that are not in conflict with the yearly events scheduled by the City of Sandusky for the period of January 1, 2012, through December 31, 2016; and

WHEREAS, it is necessary for the City to grant the Maritime Museum of Sandusky permission to utilize the City' park property on a priority use basis during these certain designated events; and

WHEREAS, the Maritime Museum of Sandusky is willing to assist the City regarding certain aspects of the preparation, care and maintenance of the Sandusky Bay Pavilion at the direction of the City Manager in exchange for the priority use of the Sandusky Bay Pavilion during certain designated events; and

WHEREAS, the City and the Maritime Museum of Sandusky understand and acknowledge the need to communicate and work cooperatively with respect to any events to be sponsored by the Maritime Museum to insure that the use of the Sandusky Bay Pavilion continues to be equitably shared and available; 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 allow the License Agreement to be fully executed which will enable the Maritime Museum to immediately begin investigating the viability of certain community and civic events to be held at the Sandusky Bay Pavilion; 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 enter into a five (5) year License Agreement with the Maritime Museum of Sandusky for priority use of the Sandusky Bay Pavilion located at 605 East Water Street for the purpose of organizing and holding community and civic events that will be open and accessible to the public and that are not in conflict with the yearly events scheduled by the City of Sandusky for the period of January 1, 2012, through December 31, 2016, substantially in the same form as Exhibit "1", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Ordinance.

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

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

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

\_\_\_\_\_  
DANIEL J. KAMAN  
PRESIDENT OF THE CITY COMMISSION

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

Passed: October 11, 2011

## LICENSE AGREEMENT

This Agreement made on and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011 between the City of Sandusky, Ohio, a Chartered Municipality, 222 Meigs Street, Sandusky, Ohio, hereinafter referred to as "City" and the Maritime Museum of Sandusky, a nonprofit organization, 125 Meigs Street, Sandusky, Ohio, hereinafter referred to as "Licensee" for the purpose of utilizing the Sandusky Bay Pavilion located at 605 East Water Street, Sandusky, Ohio from January 1, 2012 through December 31, 2016.

**WHEREAS**, the Maritime Museum of Sandusky desires to have priority use of the Sandusky Bay Pavilion located at 605 East Water Street, Sandusky, Ohio for the purpose of organizing and holding community and civic events that will be open and accessible to the public beginning in CY 2012, that are not in conflict with the yearly events scheduled by the City of Sandusky, as documented in the schedules marked Exhibit "A" attached and specifically incorporated as if fully rewritten herein; and

**WHEREAS**, it is necessary for the City to grant the Licensee permission to utilize the City's Park Property on a priority use basis; and

**WHEREAS**, Licensee is willing to assist the City regarding certain aspects of the preparation, care and maintenance of the Sandusky Bay Pavilion at the direction of the City Manager or designee, the Director of General Services, in

exchange for the priority use of the Sandusky Bay Pavilion during certain designated events as delineated in this license agreement; and

**WHEREAS**, the City and the Licensee understand and acknowledge they need to communicate and work cooperatively with respect to any events to be sponsored by the Maritime Museum to insure that the use of the Sandusky Bay Pavilion continues to be equitably shared and available;

**NOW, THEREFORE**, the parties agree as follows:

**SECTION ONE**  
**GRANT OF LICENSE**

The City hereby grants to Licensee and to Licensee's participants, members, guests, volunteers and invitees the right, privilege and permission to enter into and on certain tracts of real property owned by the City, commonly known as the Sandusky Bay Pavilion, 605 East Water Street, Sandusky, Ohio.

**SECTION TWO**  
**TERM**

The City grants to the Licensee the priority use of the above-described area during certain designated community and civic events to be scheduled and sponsored by Licensee for a period commencing January 1, 2012, through December 31, 2016.

The City shall have the option to modify this License Agreement pursuant to Section 9 of this Agreement in the event that the Sandusky Bay Pavilion becomes unavailable for use, through no fault of the parties, which necessitates necessary public improvements.

### **SECTION THREE** **CONSIDERATION**

In addition to furthering the City's public purpose of equitably sharing the Sandusky Bay Pavilion and avoiding scheduling conflicts, the priority use privilege granted by this Agreement during certain designated events is in exchange for the Licensee's Agreement to assist the City regarding certain aspects of the preparation, care and maintenance of the Sandusky Bay Pavilion in coordination with and at the direction of the City Manager or designee, the Director of General Services. Examples of the type of activities to be performed by Licensee include but are not necessarily limited to the following: litter pickup, grass and/or plantings maintenance, site set-up and tear down.

Licensee may not sublet, permit, or schedule any private or public events on behalf of the City with other parties or organizations, and shall refer any other parties interested in utilizing the property to the City Manager's Office.

Licensee shall annually provide a schedule of proposed activities, events, and occasions of use of the property as an attachment to this signed agreement. Licensee agrees to immediately notify the City Manager's Office of any schedule changes that occur during the duration of the Agreement.

Licensee agrees not to erect or cause to be erected on the property described in Section One any temporary structures or make any other changes or improvements to the property without securing the prior approval of the City Manager pursuant to this Agreement.

## **SECTION FOUR INDEMNIFICATION**

In consideration of the privilege granted by this Agreement, Licensee agrees to indemnify, defend, and save the City harmless from all loss, liability, cost or damages in connection with or on account of any injuries or damages that may occur or be claimed with respect to any person or property in or on the above-described property while being used by Licensee and Licensee's participants, members, guests, volunteers or invitees unless the injuries or damages are the result of the sole negligence of the City or its employees, agents or contractors.

During the term of this Agreement for any priority use period Licensee shall secure, pay premiums for, and furnish certificates, to the City annually and in advance of the start of each community or civic event for the following:

- a. Public liability insurance protecting the City and Licensee, and their respective agents, officers, employees, officials, and volunteers because of liability incurred in the performance of the terms of this Agreement when such liability is imposed on account of injury or death of a person or persons, such policy to provide limits on account of an accident resulting in injury or death to one person of not less than One Million Dollars and a liability limit on account of any accident resulting in injury or death to more than one person of not less than Two Million Dollars.
- b. Property damage insurance protecting the City and Licensee and their respective agents, officers, employees, officials and volunteers in the performance of the terms of this Agreement, such policy to provide for a limitation on account of each accident of not less than One Million Dollars.
- c. Special Event Permits, and any other required permits.

All such insurance policies shall name the City and Licensee and shall inure to the benefit of City and Licensee and their agents, officers, employees, officials, and volunteers. Such insurance policies shall require immediate notification to both City and Licensee of any cancellation or material change in the insurance coverage.

**SECTION FIVE**  
**MAINTENANCE AND OTHER OBLIGATIONS**

The Sandusky Bay Pavilion shall remain open and accessible to the public at all times, except during activities or events scheduled and conducted by the City or Licensee. The Sandusky Bay Pavilion may be closed to the public for activities and events that appear on the schedule of events attached to this Agreement to allow Licensee ample time for preparation of an event that requires the setting up and tearing down of tents and/or other equipment, however in no event shall the Sandusky Bay Pavilion be closed to the public more than three (3) days before and (3) days following a scheduled event unless approved in writing by the City Manager. Licensee agrees, during all times of use of the Sandusky Bay Pavilion to abide by all City regulations and local ordinances regarding use of public property including, but not necessarily limited to, the following:

Smoking is prohibited and is not permitted in the Sandusky Bay Pavilion or on the pavilion grounds. The City does not allow the consumption of alcoholic beverages on public property unless approved by the City Manager and the proper liquor licenses/permits have been obtained from the State of Ohio.

The Sandusky Bay Pavilion is a part of the City's Public Park System and as such the City is responsible for all routine maintenance identical to the maintenance provided to all City parks, which includes, but is not necessarily limited to, electric, water, plumbing, any and all capital and/or aesthetic property upgrades, service, improvements or changes.

**SECTION SIX**  
**GOVERNING LAW**

It is agreed that this License Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Ohio.

**SECTION SEVEN**  
**TERMINATION**

Either party may terminate this Agreement upon thirty (30) days written notification to the other party:

City of Sandusky:  
c/o City Manager  
222 Meigs Street  
Sandusky, OH 44870

Licensee:  
c/o Director  
Maritime Museum of Sandusky  
125 Meigs Street  
Sandusky, OH 44870

**SECTION EIGHT**  
**ASSIGNMENT**

This Agreement may not be assigned by either Party or by operation of law to any other person, firm, or entity without the express written approval of the other Party.

**SECTION NINE  
MODIFICATIONS**

This Agreement may be amended at any time and from time to time, but any amendment must be in writing and signed by each Party.

**SECTION TEN  
CAUSE BEYOND REASONABLE CONTROL**

Either Party will be excused from delays in performing or from failing to perform its obligations under this Agreement to the extent the delays or failures result from causes beyond the reasonable control of the Party. However, to be excused from delay or failure to perform, the Party must act diligently to remedy the cause of the delay or failure.

**SECTION ELEVEN  
JOINT DRAFTING AND NEUTRAL CONSTRUCTION**

This Agreement is a negotiated document and shall be deemed to have been drafted jointly by the Parties, and no rule of construction or interpretation shall apply against any particular Party based on a contention that the Agreement was drafted by one of the Parties. This Agreement shall be construed and interpreted in a neutral manner.

**SECTION TWELVE  
VALIDITY OF AGREEMENT**

If any term, provision, covenant, or condition of this Agreement is held by a Court of competent jurisdiction to be invalid or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected or invalidated.

**SECTION THIRTEEN**  
**ENTIRE AGREEMENT**

This Agreement, including Exhibit "A" contains the entire Agreement of the Parties relating to the rights granted and obligations assumed in this Agreement. Any oral representations or modifications concerning this instrument shall be of no force or effect unless contained in a subsequent written modification signed by the Party to be changed.

DRAFT

**SIGNATURE PAGES TO FOLLOW**

IN WITNESS WHEREOF, the City Commission of the City of Sandusky, Ohio, has caused this Agreement to be duly executed in their respective names, all as of the date hereinbefore written.

WITNESSES:

CITY OF SANDUSKY:

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

\_\_\_\_\_  
Donald C. Icsman  
Acting City Manager

STATE OF OHIO )  
                  ) ss:  
ERIE COUNTY   )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2011, before me, a Notary Public in and for said County and State, personally appeared Donald C. Icsman, Acting City Manager of the City of Sandusky, Ohio, and acknowledged his execution of the foregoing instrument as said officer of said City on behalf of said City and by its authority and that the same is his voluntary act and deed as said officer on behalf of said City and the voluntary act and deed of said City.

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

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

WITNESSES:

LICENSEE:

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

\_\_\_\_\_  
Neil Allen, Director  
Maritime Museum of Sandusky

STATE OF OHIO )  
                  ) ss:  
ERIE COUNTY   )

On this \_\_\_\_ day of \_\_\_\_\_, 2011, before me, a Notary Public in and for said County and State, personally appeared Neil Allen, Director of the Maritime Museum of Sandusky, and acknowledged his execution of the foregoing instrument as said Licensee on behalf of the Maritime Museum of Sandusky and that the same is his voluntary act and deed as said Licensee on behalf of the Maritime Museum of Sandusky.

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

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

Approved as to Form:

\_\_\_\_\_  
Donald C. Icsman  
Ohio Supreme Court #0021435  
Law Director  
City of Sandusky

**Exhibit "A"**  
(Page 1 of 2)

City of Sandusky  
2012 Special Events Schedule  
Sandusky Bay Pavilion

<u>Date</u>	<u>Event</u>	<u>Hours</u>
May	KidsFest Safety Celebration	TBD
August	Toast of Ohio Wine Festival	TBD
September	North Coast Animal Expo	TBD

DRAFT

**Exhibit "A"**  
(Page 2 of 2)

Maritime Museum of Sandusky  
2012 Special Events Schedule  
Sandusky Bay Pavilion

<u>Date</u>	<u>Event</u>	<u>Hours</u>
August	Toast of Ohio Wine Festival	TBD
September	Bay Days	TBD
October	Boo at the Bay	TBD
December 31st	New Years Eve Program	TBD

June and July – possibly schedule movie nights and several youth programs during the day.

TO: Don Icsman, Acting City Manager

FROM: Amanda Meyers, Paralegal

DATE: September 28, 2011

RE: City Commission Agenda Item

**ITEMS FOR CONSIDERATION:** The purpose of this communication is to request approval of legislation allowing the City Manager to execute a 'Purchase Agreement' and sale of non-productive land that the City has acquired through the City of Sandusky's Land Reutilization Program, formerly known as 1722 Pierce Street, Sandusky, Ohio, Erie County Parcel No. 58-01001.000, which is no longer needed for any municipal purpose and would be best suited for neighborhood revitalization.

**BACKGROUND INFORMATION:** Pursuant to Ordinance No. 07-026 passed June 11, 2007, the City is conducting a Land Reutilization Program in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. The City Commission approved the acquisition of this property by Resolution No. 002-10R, passed on January 11, 2010, and the City purchased this property in July of 2010 with NSP grant funds, in which Habitat for Humanity allocated \$24,749.00 of their NSP grant funds toward the purchase price. After acquisition, the structure on the property was demolished by the City utilizing NSP grant funds. The City of Sandusky's Land Reutilization Policies and Procedures facilitate reutilization of nonproductive land situated within the City of Sandusky and support neighborhood revitalization and promote residential and economic development. Firelands Habitat for Humanity, Inc. has requested acquisition of this nonproductive land and intends to build a single-family residential structure on the property. The Land Bank Administrator has verified that they qualify pursuant to the requirements of the Land Reutilization Policies and Procedures. The Land Bank Committee approved the acquisition and sale on September 14, 2011.

**BUDGET IMPACT:** The cost associated with this purchase agreement is the total amount of the title examination, title insurance policy, deed preparation and escrow fees charged by the title company acting as escrow agent for the sale and purchase transaction. Any such costs shall be paid by the Purchasers. The Purchasers shall also pay the real estate transfer tax, if any, and recording

fees upon purchase. Residential development of this nonproductive land will enhance property values in the Southside Acquisition Zone and the taxing districts will once again begin collecting real property taxes.

**ACTION REQUESTED:** It is requested legislation be adopted allowing the City Manager to enter into a purchase agreement and to sell the property no longer needed for any municipal purpose formerly known as 1722 Pierce Street, Sandusky, Ohio, Erie County Parcel No. 58-01001.000 to Firelands Habitat for Humanity, Inc. It is further requested that this legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter in order to promptly execute the closing.

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Amanda J. Meyers, Paralegal

I concur with this recommendation:

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Donald C. Icsman, Acting City Manager



*Erie Regional Planning Commission  
and  
Metropolitan Planning Organization*

*2900 Columbus Avenue  
Sandusky, Ohio 44870-5554  
Phone: 419-627-7792 Fax: 419-627-6670*

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*Director: Steve Poggiali*

*Planning for the future of Erie County*

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September 29, 2011

Carrie Handy, Chief Planner  
City of Sandusky, Ohio  
222 Meigs Street  
Sandusky, Ohio 44870

Carrie

In July of 2010 the Erie County Commissioners signed a developers agreement with Firelands Habitat for Humanity (HFH) in the amount of \$200,000 which was obligated as part of the Erie County 2008 Neighborhood Stabilization Program (NSP) allocation. This agreement committed HFH to expend the NSP funds on housing development in Erie County. As such, property located at 1722 Pierce Street was subsequently acquired by the City of Sandusky and placed into the City's land bank. \$24,749 of HFH's contract was utilized to reimburse the City of Sandusky for the purchase of the subject site, which at the time was fair market value.

Sincerely

Tim King  
Senior Planner

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

AN ORDINANCE DECLARING THAT CERTAIN REAL PROPERTY OWNED BY THE CITY AS PART OF THE LAND REUTILIZATION PROGRAM IDENTIFIED AS PARCEL NO. 58-01001.000, LOCATED AT 1722 PIERCE STREET IS NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE AND AUTHORIZING THE EXECUTION OF A PURCHASE AGREEMENT WITH RESPECT TO THAT REAL PROPERTY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

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

WHEREAS, this City Commission previously authorized the acquisition of the property located at 1722 Pierce Street, Parcel No. 58-01001.000 by Resolution No. 002-10R, passed on January 11, 2010, under said Land Reutilization Program, which property is more specifically described in Exhibit "A" (the "Property") attached to a certain Purchase Agreement, a copy of which is marked Exhibit "1" with respect thereto (the "Purchase Agreement"), which property is no longer needed for any municipal purposes; and

WHEREAS, the City of Sandusky's Land Reutilization Policies and Procedures facilitate reutilization of nonproductive land situated within the City of Sandusky and supports neighborhood revitalization and promotes residential and economic development within the City; and

WHEREAS, Firelands Habitat for Humanity, Inc. has requested to acquire this property and intends to build a single-family residential structure on the property; and

WHEREAS, the Land Bank Committee met on September 14, 2011, and approved the acquisition and sale of this property to Firelands Habitat for Humanity, Inc.; and

WHEREAS, the total cost associated with this purchase and sale agreement is the cost of the title examination, title insurance policy, deed preparation and escrow fees charged by the title company and shall be paid by Purchasers; 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 promptly execute the closing; and

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

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

Section 1. This City Commission finds, determines and declares that the Property, Parcel No. 58-01001.000, located at 1722 Pierce Street, Sandusky, more specifically described in Exhibit "A", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, is no longer needed for any

municipal purpose and that the execution of the Purchase Agreement providing for the sale, pursuant to Section 25 of the Charter of this City, to the Purchaser of the Property at the purchase price set forth in the Purchase Agreement, is in the economic interest of the City and in furtherance of the City's Land Reutilization Program referenced in those preambles in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. The City Manager is hereby authorized and directed to execute the Purchase Agreement on behalf of the City, substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the City's public purpose. Upon the exercise by the Purchaser to purchase the Property pursuant to that Purchase Agreement, the City Manager is also hereby authorized and directed on behalf of the City to execute a quit claim deed conveying the Property to the Purchaser, which quit claim deed shall be in a form satisfactory to the Law Director. The City Manager, Law Director, Finance Director, and other City officials, as appropriate, are each hereby authorized to execute and deliver such instruments, certificates and other documents and take such actions as are necessary and in the best interests of the City in order to carry out and consummate the foregoing actions authorized by this Ordinance.

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

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

Section 4. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in

accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

\_\_\_\_\_  
DANIEL J. KAMAN  
PRESIDENT OF THE CITY COMMISSION

ATTEST:

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

Passed: October 11, 2011

## PURCHASE AND SALE AGREEMENT

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between the City of Sandusky, Erie County, Ohio, a Municipal Corporation, 222 Meigs Street, Sandusky, Ohio and Firelands Habitat for Humanity, Inc., a Non-profit Corporation, 365 Main Street, Suite A, Huron, Ohio 44839 hereinafter referred to as the "Purchaser".

WITNESSETH:

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

1. The Seller agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Seller, an unimproved parcel of real property located at 1722 Pierce Street, Erie County Parcel Number 58-01001.000, Sandusky, Ohio, more fully described in the legal description of the deed marked Exhibit "A" and attached hereto.

2. The total purchase price for the premises is four thousand dollars (\$4,000), which is not less than fair market value, which the Purchaser has paid in full with Neighborhood Stabilization Program (NSP) funds towards the acquisition of the property by the City.

3. Purchaser shall construct one (1) residential single-family dwelling on the parcel. Completion of construction shall occur within twenty-four (24) months from the date Purchaser acquires title. If the Purchaser fails to complete construction within twenty-four (24) months from the date Purchaser acquires title, the title to the Property together with all improvements made or erected shall automatically be forfeited and revert to and vest in the City of Sandusky. The City shall have the right to re-enter and take possession of the property. An extension of time may be granted by the Land Bank Committee upon written request from the Purchaser.

4. Seller shall not furnish title insurance.

5. The closing date of this transaction shall be no later than November 15, 2011 or at such other time as may be mutually agreed upon, in writing, by the parties. At closing, Seller shall execute and deliver to Purchaser a quit claim deed conveying marketable record title to the Property to Purchaser free and clear of all liens, delinquent real estate taxes and special assessments. Purchaser shall pay all of the taxes and assessments due and payable after the date of closing.

6. The Seller and the Purchaser represent that no real estate broker or agent was involved in this transaction and that no brokerage fees, commissions, or other compensation is due any real estate broker or agent because of this transaction.

7. On the closing date, the Seller shall file for record the deed, and other instruments, if any, required to be recorded pursuant to this Agreement.

8. In closing this transaction, the Purchaser shall be charged with the following costs of this transaction:

- a. Preparation of a quit claim deed;
- b. Filing fees.

9. Purchaser shall be entitled to possession of the premises upon the closing of this transaction.

10. The Purchaser has examined the premises, has had the opportunity to fully inspect and ask questions about conditions of the same, and acknowledges that they are accepting the property "AS IS" subject to no warranties as of the date of the execution of this Agreement and that there have been no representations by the Seller as to the condition of this property.

11. This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof, and no agreements or understandings nor any representations concerning the same shall be binding upon the parties unless specifically set forth herein.

12. This Agreement may be executed in multiple counterparts each of, which shall be deemed an original, but all of which together shall constitute one and the same instruments.

13. This Agreement shall be binding upon and inure to the benefit of Seller and Purchaser and their respective heirs, legal representative, and assigns.

**SIGNATURE PAGES TO FOLLOW**





## EXHIBIT A

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

And being lot number Three Hundred Forty-Four (344) and the west one-half (1/2) of Lot Number Three Hundred Forty-two (342) on Pierce Street, in the Sandusky Automobile Manufacturing Company's Subdivision as per plat recorded in Volume 5 of Plats Page 16, Erie County, Ohio records

Property address: 1722 Pierce Street, Sandusky, Ohio 44870  
Erie County Permanent Parcel Number: 58-010001.000



**DEPARTMENT OF PLANNING, ENGINEERING & DEVELOPMENT**

TODD J ROTH, P.E., P.S.

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

troth@ci.sandusky.oh.us

To: Donald C. Icsman, Acting City Manager  
From: Todd J Roth, Director  
Date: September 28, 2011  
Subject: Commission Agenda Item

**ITEM FOR CONSIDERATION:** Third & Final Change Order, Plumbing & HVAC Contract for the Wastewater Treatment Plant Expansion Project Phase II. This Change Order includes one (1) item change that is recommended for approval by the Project Manager, Jones & Henry Engineers, Ltd. City Staff concurs with the recommended approval.

Item 1 – Allowance Correction

deduct \$20,000.00

This item adjusts the allowance included in Industrial Power Systems Inc.'s bid. Contracts P & H did not include any allowances; therefore, the entire \$20,000.00 will be deducted. This is the final change order for Industrial Power Systems, Inc.

**BUDGETARY INFORMATION:** The Third & Final Change Order will decrease the contract with Industrial Power Systems, Inc. by \$20,000.00. The revised contract amount is \$548,603.67 and is shared between the City and County at a 64.8%/35.2% split. The City's share will be paid with Sewer Funds through the project's OWDA loan.

**ACTION REQUESTED:** It is requested that the Wastewater Treatment Plant Expansion Project Phase II Third & Final Change Order, Plumbing & HVAC contract, for one (1) item change to be performed by Industrial Power Systems, Inc., Maumee, Ohio, be approved in full accordance with Section 14 of the City Charter in order to close out the project.

I concur with this recommendation:

---

Donald C. Icsman, Acting City Manager

cc: Kelly Kresser, Clerk of City Commission  
Hank Solowiej, Finance Director

**JONES & HENRY ENGINEERS, LPA.**

2000 West Central Avenue  
 Toledo, Ohio 43606  
 (419) 473-9611 - FAX: (419) 473-8924  
 www.jheng.com

**LETTER OF TRANSMITTAL**

TO Mr. Todd Roth  
City of Sandusky

DATE	8/15/2011	JOB NO.	026-3991.003
ATTENTION	Mr. Todd Roth		
RE:	City of Sandusky, Ohio		
	Contracts P&H		
	Change Order 3		

WE ARE SENDING YOU  Attached  Under separate cover via \_\_\_\_\_ the following items:

- Shop drawings     Prints     Plans     Samples     Specifications  
 Copy of letter     Change order     \_\_\_\_\_

COPIES	DATE	NO.	DESCRIPTION
5			Change Order 3

THESE ARE TRANSMITTED as checked below:

- For approval     Approved as submitted     Resubmit \_\_\_\_\_ copies for approval  
 For your use     Approved as noted     Submit \_\_\_\_\_ copies for distribution  
 As requested     Returned for corrections     Return \_\_\_\_\_ corrected prints  
 For review and comment     \_\_\_\_\_  
 FOR BIDS DUE \_\_\_\_\_     PRINTS RETURNED AFTER LOAN TO US

REMARKS

Todd: Attached is C.D. #3 for contracts P&H.  
This change order deletes the Allowance IPS had  
included in their bid. No allowances were to  
be included in their Contract.

COPY TO

Construction Services

SIGNED:

*[Signature]*

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

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO APPROVE THE THIRD & FINAL CHANGE ORDER FOR WORK PERFORMED FOR THE WASTEWATER TREATMENT PLANT EXPANSION PROJECT PHASE II AND TO DEDUCT THE CONTRACT AMOUNT BY \$20,000.00 IN RELATION THERETO; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City Commission authorized the City Manager to enter into an agreement with Jones & Henry Engineers, Ltd. for Professional Design Services for the Wastewater Treatment Plant Expansion Project Phase II by Ordinance No. 07-010, passed on February 12, 2007, and subsequently amended by Ordinance No. 08-060, passed on July 14, 2008; and

WHEREAS, this City Commission declared the necessity to proceed with the Wastewater Treatment Plant Expansion Project Phase II by Resolution No. 021-08R, passed on August 25, 2008; and

WHEREAS, this City Commission approved the awarding of Contracts P (Plumbing) & H (HVAC) to Industrial Power Systems (IPS) of Maumee, Ohio, for work being performed for the Wastewater Treatment Plant Expansion Project Phase II by Ordinance No. 08-103, passed on October 14, 2008; and

WHEREAS, this City Commission authorized the City Manager to enter into an agreement with Jones & Henry Engineers, Ltd. for Professional Construction Services, which included requests for change orders, for the Wastewater Treatment Plant Expansion Project Phase II by Ordinance No. 08-117, passed on November 10, 2008; and

WHEREAS, this Third & Final Change Order adjusts the allowance which was included in the contractors bid but not included in the P (Plumbing) & H (HVAC) contracts and therefore the entire allowance of \$20,000.00 will be deducted from the contract; and

WHEREAS, the current contract with Industrial Power Systems (IPS) is \$568,603.67 and with the deduction of this Third & Final Change Order in the amount of \$20,000.00, the final contract cost is \$548,603.67, and will be paid with Sewer Funds through the project's OWDA loan and pursuant to the Sewer Services Agreement the City's share is 64.8% and the County's share is 35.2%; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to close out the project; and

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

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

Section 1. The City Manager is hereby authorized and directed to approve this Third & Final Change Order for work performed for the Wastewater Treatment Plant Expansion Project Phase II and to deduct from the contract amount the sum of Twenty Thousand and 00/100 Dollars (\$20,000.00) resulting in the final contract cost

of Five Hundred Forty Eight Thousand Six Hundred Three and 67/100 Dollars (\$548,603.67) with Industrial Power Systems (IPS) of Maumee, Ohio.

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

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

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

\_\_\_\_\_  
DANIEL J. KAMAN  
PRESIDENT OF THE CITY COMMISSION

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

Passed: October 11, 2011

**TO:** Donald C. Icsman, Acting City Manager  
**FROM:** Thomas Schwan, Transit Administrator  
**DATE:** September 30, 2011  
**SUBJECT: FY 2012 State of Ohio Elderly and Disabled Transit Fare Assistance Program for The Sandusky Transit System (STS)**

**ITEM FOR CONSIDERATION:** Request for Resolution of Authorization to accept a grant from the Ohio Department of Transportation for the FY 2012 Ohio Elderly and Disabled Transit Fare Assistance Program (E&D) and upon approval for the City Manager to execute any grant or agreement as awarded.

**BACKGROUND INFORMATION:** The City of Sandusky is required to pass a resolution annually to accept funding from the Ohio Department of Transportation for the E&D Program. The Ohio Elderly and Disabled Transit Fare Assistance Program (E&D) is used to offer discounted fares for STS rides to persons with disabilities and persons over the age of 65.

The City's E&D Program allocation for FY 2012 is \$24,246.00 based on information provided by the Office of Public Transit, Ohio Department of Transportation. The executed contract must be returned to ODOT within thirty days (30) with a signed authorizing resolution.

**BUDGET IMPACT:** The state grants have a significant impact on the transit system's budget, as they comprise approximately 10% of the total operating budget. These funds are also used as matching funds, which allows the City to draw down its funds from the U. S. Department of Transportation for the Federal Transit Grant. Without this state funding, service would have to be restructured or reduced. The E&D Program provides state funds to reimburse STS reduced fares, no greater than one-half (1/2) the regular adult fare, to the elderly and people with disabilities in The City of Sandusky, Perkins Township and The City of Huron. These funds offset the farebox loss incurred by STS as a result of offering this reduced fare.

**ACTION REQUESTED:** Resolution authorizing the acceptance of the Ohio Department of Transportation for the Elderly and Disabled Transit Fare Assistance Program and, upon approval, for the City Manager to execute any grant or agreement as awarded. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter in order to meet the Ohio Department of Transportation submission deadline of October 27, 2011 for the resolution to accept allocated grant funds from the Ohio Elderly and Disabled Transit Fare Assistance Program.

---

Thomas Schwan, Transit Administrator

I concur with this recommendation:

---

Donald C. Icsman,  
Acting City Manager

---

Todd J Roth, P.E., P.S.  
Director of PED

cc: Kelly Kresser, Clerk of City Commission  
Hank Solowiej, Finance Director



# OHIO DEPARTMENT OF TRANSPORTATION

CENTRAL OFFICE • 1980 WEST BROAD STREET • COLUMBUS, OH 43223  
JOHN R. KASICH, GOVERNOR • JERRY WRAY, DIRECTOR

September 27, 2011

Matt Kline, City Manager  
City of Sandusky  
222 Meigs Street  
Sandusky, Ohio 44870

CITY OF SANDUSKY  
SEP 30 2011  
LAW DEPARTMENT

Dear Mr. Kline:

ELDERLY & DISABLED TRANSIT FARE ASSISTANCE PROGRAM  
CONTRACT NO.: EHTA-0022-012-121

The Ohio Department of Transportation is pleased to award you \$24,246 from our Elderly & Disabled Transit Fare Assistance Program. These funds will offset the farebox loss incurred during CY 2010 as a result of offering a reduced fare to the elderly and people with disabilities.

Please sign the enclosed contract, make a copy for your files, and return the original along with a signed authorizing resolution to the Office of Transit within 30 days of the above transmittal date. Once the Office of Transit has received the fully executed contract and authorizing resolution, your reimbursement payment will be processed.

If you have any questions, please contact Josh Gearhardt at 614-466-8955 or [Joshua.Gearhardt@dot.state.oh.us](mailto:Joshua.Gearhardt@dot.state.oh.us)

Respectfully,

Marianne Freed  
Administrator  
Office of Transit

MEF:lag

Enclosure

c: Tom Schwan, Transit Administrator



**Ohio Department of Transportation**

**ELDERLY AND DISABLED TRANSIT FARE  
ASSISTANCE PROGRAM**

**GRANT CONTRACT**

**BETWEEN THE**

**CITY OF SANDUSKY**

**AND THE**

**STATE OF OHIO  
DEPARTMENT OF TRANSPORTATION**

**CONTRACT NO. EHTA-0022-012-121**

STATE OF OHIO, DEPARTMENT OF TRANSPORTATION  
OFFICE OF TRANSIT  
ELDERLY AND DISABLED TRANSIT FARE ASSISTANCE GRANT CONTRACT  
CONTRACT NO. EHTA-0022-012-121

In consideration of the mutual covenants, promises, representations, and warranties set forth herein, the State of Ohio, Department of Transportation and the CITY OF SANDUSKY agree as follows.

ARTICLE I

DEFINITIONS

The following words and terms as used herein shall have the following meanings unless the context or use indicates a different meaning:

**Administrator:** the Administrator of ODOT's Office of Transit.

**Contract:** this Contract, which is identified as Contract No. EHTA-0022-012-121.

**Disabled:** any person with a mental or physical impairment limiting one or more major life functions as defined by the Americans with Disabilities Act (ADA Act) 49 CFR Part 37.

**Elderly:** any person 65 years of age or older.

**Fiscal Year or FY:** the State of Ohio fiscal year, July 1 through June 30.

**Grant Contract:** a Program grant contract, including but not limited to this Contract.

**Grantee:** the CITY OF SANDUSKY.

**Private Non-Profit Organization:** an Ohio not-for-profit corporation as defined in Chapter 1702 of the Ohio Revised Code and is designated by a Board of County Commissioners to provide public transit service.

**Program:** the Elderly and Disabled Transit Fare Assistance Program funded by Am. Sub. H.B. 66 enacted by the 126th Ohio General Assembly which provides state funds for reduced fares.

**Project Contractor:** an independent supplier of public transit service, whether public, private or private nonprofit, which has an agreement with the Grantee to offer reduced fares.

**Public Transit Service:** a publicly owned or operated transportation system using buses, rail vehicles or other surface conveyances to provide transportation service to the general public on a regular and continuing basis, and receive State or Federal funding through the Rural Transit Program or the Urban Transit Program.

**Reduced Fare:** a fare offered by the public transportation system for elderly and people with disabilities which is no greater than one-half (1/2) the regular adult fare.

**Regular Adult Fare:** the lowest fare for a one way trip that has a one-half (1/2) fare option for persons who are elderly or for persons who have a disability.

**Service Area:** City of Sandusky and Huron and Perkins Townships.

## ARTICLE II

**SECTION 1. PURPOSE OF CONTRACT:** The purpose of this Contract is to reimburse public transportation systems who offer reduced fares to the elderly and disabled in accordance with the program policy and procedure.

**SECTION 2. SCOPE OF PROJECT:** The Grantee shall apply all grant funds provided under this contract to the costs incurred in the provision of public transit service within City of Sandusky and Huron and Perkins Townships.

The Grantee shall undertake reasonable marketing efforts to ensure that elderly people and people with disabilities in the service area are made aware of the reduced fares.

**SECTION 3. GRANT FUNDS:** ODOT agrees to provide Grant Funds to the Grantee for the Project in the amount of Twenty Four Thousand, Two Hundred Forty Six Dollars (\$24,246.00).

Legislative or administrative action may reduce Program funds available to ODOT for administration of this Contract. In the event such action occurs at any time before ODOT has made final payment under this Contract, ODOT shall be relieved of its obligation to pay the amount stated in the first sentence of this Section and shall be required to pay only such amount as it may determine.

Pursuant to Ohio Revised Code (ORC) Section 126.07, this agreement shall be valid and enforceable only if funds are appropriated and the Director of OBM certifies that there is a balance in the appropriation not previously obligated to pay existing obligations. In pertinent part, Section 126.07 states the following:

"No contract, agreement or obligation involving the expenditure of money chargeable to an appropriation, nor any resolution or order for the expenditure of money chargeable to an appropriation shall be valid and enforceable unless the Director of Budget and Management first certifies that there is a balance in the appropriation not already obligated to pay existing obligations."

Payment of grant funds is subject to an appropriation and certification in accordance with requirements of ORC Section 126.07, as in effect on July 1 of the program fiscal year.

**SECTION 4. METHOD OF PAYMENT TO GRANTEE:** ODOT shall pay the Grantee the amount of grant funds specified in Section 3 in accordance with the program policy and procedure.

**SECTION 5. COMPLIANCE WITH FEDERAL, STATE AND LOCAL REQUIREMENTS:** The Grantee and all Project Contractors shall fully comply with all federal, state and local laws, rules, ordinances, executive orders, and other legal requirements as they apply to public transportation systems and public transit service.

**SECTION 5.1 OHIO ETHICS LAW:** Grantee agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics Law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

**SECTION 5.2 OHIO ELECTIONS LAW:** Grantee affirms that, as applicable to it, no party listed

in Division (I) or (J) of Section 3517.13 of the Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to his campaign committees.

**SECTION 6. SERVICE CHANGES:** The Grantee shall submit to the Administrator a report of all fare changes and any significant trends or developments during the period covered by the grant which have occurred as a result of the Program.

The Grantee shall submit all other information requested by ODOT or its agents.

**SECTION 7. PROJECT ADMINISTRATION:** Upon request by ODOT the Grantee shall return any overpayment of grant funds to ODOT not later than forty-five days after notice by ODOT that an overpayment to the Grantee has occurred.

The Grantee shall permit ODOT or any of its agents to inspect offices, records, books, operations, vehicles and facilities of the Grantee and of all Project Contractors.

**SECTION 8. CHANGE IN CONDITIONS OR LAW AFFECTING PERFORMANCE:** The Grantee shall immediately notify ODOT of any change in conditions or local law or of any other event which may affect its ability to carry out its responsibilities in accordance with the provisions of the Contract.

**SECTION 9. DEFAULT:** Neglect or failure of the Grantee to comply with any of the terms, provisions or conditions of this Contract or of any other grant contract entered into between ODOT and the Grantee or failure of any representation made to ODOT by the Grantee in connection with any such contract to be true shall be an event of default, whether or not payment of grant funds has been fully or partially made.

Whenever any event of default has occurred, ODOT may (a) decline to make any further payments under this Contract to the Grantee, and (b) require reimbursement from the Grantee of all or any portion of the grant funds for any period of time that the Grantee has been in default.

No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract now or hereafter existing at law or in equity.

No delay or omission to exercise any right or option accruing to ODOT upon any default by the Grantee shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.

**SECTION 10. NO ADDITIONAL WAIVER IMPLIED:** If any term, provision or condition contained in this Contract is breached by either the Grantee or ODOT and thereafter such breach is waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

**SECTION 11. SEVERABILITY:** If any provision of this Contract is held to be invalid or unenforceable by a court jurisdiction, such holding shall not affect the validity or enforceability of the remainder of this Contract. All provisions of this Contract shall be deemed severable.

**SECTION 12. REPRESENTATIONS AND WARRANTIES MADE BY GRANTEE:** The Grantee hereby represents and warrants that it is a county transit board or regional transit authority

established pursuant to Chapter 306 of the Ohio Revised Code, a county, a municipality or a private nonprofit corporation and that it has full power and authority to enter into this Contract and to perform its obligations hereunder.

**SECTION 13. PROGRAM POLICY AND PROCEDURE:** The current Policy and Procedure for the Elderly and Disabled Transit Fare Assistance Program as determined by ODOT are incorporated into this grant agreement in its entirety.

**SECTION 14. FINDINGS FOR RECOVERY:** No state agency and no political subdivision shall award a contract for goods, services, or construction, paid for in whole or in part with state funds, to a person whom a finding for recovery has been issued by the Auditor of State, if the finding for recovery is unresolved as defined by the Attorney General.

**SECTION 15. OFFER; EFFECTIVE DATE:** When transmitted by ODOT to the Grantee, this document shall constitute an offer which shall expire if it is not accepted, executed and returned to ODOT by the Grantee within thirty days of such transmittal, unless an extension is granted in writing by the Administrator at the request of the Grantee. This Contract shall become effective upon its execution by ODOT and the Grantee, and the obligations of the parties hereunder shall then begin.

**SECTION 16. BANNING THE EXPENDITURE OF PUBLIC FUNDS ON OFFSHORE SERVICES:** The Grantee affirms to have read and understands Executive Order 2011-12K issued by Ohio Governor John Kasich and shall abide by those requirements in the performance of this Contract, and shall perform no services required under this Contract outside of the United States. The Executive Order is provided as an attachment and also is available at the following website: (<http://governor.ohio.gov/MediaRoom/ExecutiveOrders.aspx>).

The Grantee also affirms, understands, and agrees to immediately notify the State of any change or shift in the location(s) of services performed by the Grantee or its Project Contractors under this Contract, and no services shall be changed or shifted to a location(s) that are outside of the United States.

**Banning the Expenditure of Public Funds on Offshore Services - Termination. Sanction. Damages:**

If Grantee or any of its Project Contractors perform services under this Contract outside of the United States, the performance of such services shall be treated as a material breach of the Contract. The State is not obligated to pay and shall not pay for such services. If Grantee or any of its Project Contractors perform any such services, Grantee shall immediately return to the State all funds paid for those services. The State may also recover from the Grantee all costs associated with any corrective action the State may undertake, including but not limited to an audit or a risk analysis, as a result of the Grantee performing services outside the United States.

The State may, at any time after the breach, terminate the Contract, upon written notice to the Grantee. The State may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Contract and costs associated with the acquisition of substitute services from a third party.

If the State determines that actual and direct damages are uncertain or difficult to ascertain, the State in its sole discretion may recover a payment of liquidated damages in the amount of 5 % of the value of the Contract.

The State, in its sole discretion, may provide written notice to Grantee of a breach and permit the Grantee to cure the breach. Such cure period shall be no longer than 21 calendar days. During the cure period, the State may buy substitute services from a third party and recover from the Grantee any costs associated with acquiring those substitute services.

Notwithstanding the State permitting a period of time to cure the breach or the Grantee's cure of the breach, the State does not waive any of its rights and remedies provided the State in this Contract, including but not limited to recovery of funds paid for services the Grantee performed outside of the United States, costs associated with corrective action, or liquidated damages.

**Banning the Expenditure of Public Funds on Offshore Services - Assignment/Delegation:** The Grantee will not assign any of its rights, nor delegate any of its duties and responsibilities under this Contract, without prior written consent of the State. Any assignment or delegation not consented to may be deemed void by the State.

FOR THE GRANTEE

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**STATE OF OHIO,  
DEPARTMENT OF TRANSPORTATION:**

By: Jerry Wray  
Jerry Wray  
Director

Date: 9/23/11



# **Ohio Department of Transportation**

## **ELDERLY AND DISABLED TRANSIT FARE ASSISTANCE PROGRAM**

### **GRANT CONTRACT**

#### **BETWEEN THE**

#### **CITY OF SANDUSKY**

#### **AND THE**

#### **STATE OF OHIO DEPARTMENT OF TRANSPORTATION**

**CONTRACT NO. EHTA-0022-012-121**

STATE OF OHIO, DEPARTMENT OF TRANSPORTATION  
OFFICE OF TRANSIT  
ELDERLY AND DISABLED TRANSIT FARE ASSISTANCE GRANT CONTRACT  
CONTRACT NO. EHTA-0022-012-121

In consideration of the mutual covenants, promises, representations, and warranties set forth herein, the State of Ohio, Department of Transportation and the CITY OF SANDUSKY agree as follows.

ARTICLE I

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**Fiscal Year or FY:** the State of Ohio fiscal year, July 1 through June 30.

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**Grantee:** the CITY OF SANDUSKY.

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**Program:** the Elderly and Disabled Transit Fare Assistance Program funded by Am. Sub. H.B. 66 enacted by the 126th Ohio General Assembly which provides state funds for reduced fares.

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**Service Area:** City of Sandusky and Huron and Perkins Townships.

## ARTICLE II

**SECTION 1. PURPOSE OF CONTRACT:** The purpose of this Contract is to reimburse public transportation systems who offer reduced fares to the elderly and disabled in accordance with the program policy and procedure.

**SECTION 2. SCOPE OF PROJECT:** The Grantee shall apply all grant funds provided under this contract to the costs incurred in the provision of public transit service within City of Sandusky and Huron and Perkins Townships.

The Grantee shall undertake reasonable marketing efforts to ensure that elderly people and people with disabilities in the service area are made aware of the reduced fares.

**SECTION 3. GRANT FUNDS:** ODOT agrees to provide Grant Funds to the Grantee for the Project in the amount of Twenty Four Thousand, Two Hundred Forty Six Dollars (\$24,246.00).

Legislative or administrative action may reduce Program funds available to ODOT for administration of this Contract. In the event such action occurs at any time before ODOT has made final payment under this Contract, ODOT shall be relieved of its obligation to pay the amount stated in the first sentence of this Section and shall be required to pay only such amount as it may determine.

Pursuant to Ohio Revised Code (ORC) Section 126.07, this agreement shall be valid and enforceable only if funds are appropriated and the Director of OBM certifies that there is a balance in the appropriation not previously obligated to pay existing obligations. In pertinent part, Section 126.07 states the following:

"No contract, agreement or obligation involving the expenditure of money chargeable to an appropriation, nor any resolution or order for the expenditure of money chargeable to an appropriation shall be valid and enforceable unless the Director of Budget and Management first certifies that there is a balance in the appropriation not already obligated to pay existing obligations."

Payment of grant funds is subject to an appropriation and certification in accordance with requirements of ORC Section 126.07, as in effect on July 1 of the program fiscal year.

**SECTION 4. METHOD OF PAYMENT TO GRANTEE:** ODOT shall pay the Grantee the amount of grant funds specified in Section 3 in accordance with the program policy and procedure.

**SECTION 5. COMPLIANCE WITH FEDERAL, STATE AND LOCAL REQUIREMENTS:** The Grantee and all Project Contractors shall fully comply with all federal, state and local laws, rules, ordinances, executive orders, and other legal requirements as they apply to public transportation systems and public transit service.

**SECTION 5.1 OHIO ETHICS LAW:** Grantee agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics Law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

**SECTION 5.2 OHIO ELECTIONS LAW:** Grantee affirms that, as applicable to it, no party listed

in Division (I) or (J) of Section 3517.13 of the Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to his campaign committees.

**SECTION 6. SERVICE CHANGES:** The Grantee shall submit to the Administrator a report of all fare changes and any significant trends or developments during the period covered by the grant which have occurred as a result of the Program.

The Grantee shall submit all other information requested by ODOT or its agents.

**SECTION 7. PROJECT ADMINISTRATION:** Upon request by ODOT the Grantee shall return any overpayment of grant funds to ODOT not later than forty-five days after notice by ODOT that an overpayment to the Grantee has occurred.

The Grantee shall permit ODOT or any of its agents to inspect offices, records, books, operations, vehicles and facilities of the Grantee and of all Project Contractors.

**SECTION 8. CHANGE IN CONDITIONS OR LAW AFFECTING PERFORMANCE:** The Grantee shall immediately notify ODOT of any change in conditions or local law or of any other event which may affect its ability to carry out its responsibilities in accordance with the provisions of the Contract.

**SECTION 9. DEFAULT:** Neglect or failure of the Grantee to comply with any of the terms, provisions or conditions of this Contract or of any other grant contract entered into between ODOT and the Grantee or failure of any representation made to ODOT by the Grantee in connection with any such contract to be true shall be an event of default, whether or not payment of grant funds has been fully or partially made.

Whenever any event of default has occurred, ODOT may (a) decline to make any further payments under this Contract to the Grantee, and (b) require reimbursement from the Grantee of all or any portion of the grant funds for any period of time that the Grantee has been in default.

No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract now or hereafter existing at law or in equity.

No delay or omission to exercise any right or option accruing to ODOT upon any default by the Grantee shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.

**SECTION 10. NO ADDITIONAL WAIVER IMPLIED:** If any term, provision or condition contained in this Contract is breached by either the Grantee or ODOT and thereafter such breach is waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

**SECTION 11. SEVERABILITY:** If any provision of this Contract is held to be invalid or unenforceable by a court jurisdiction, such holding shall not affect the validity or enforceability of the remainder of this Contract. All provisions of this Contract shall be deemed severable.

**SECTION 12. REPRESENTATIONS AND WARRANTIES MADE BY GRANTEE:** The Grantee hereby represents and warrants that it is a county transit board or regional transit authority

established pursuant to Chapter 306 of the Ohio Revised Code, a county, a municipality or a private nonprofit corporation and that it has full power and authority to enter into this Contract and to perform its obligations hereunder.

**SECTION 13. PROGRAM POLICY AND PROCEDURE:** The current Policy and Procedure for the Elderly and Disabled Transit Fare Assistance Program as determined by ODOT are incorporated into this grant agreement in its entirety.

**SECTION 14. FINDINGS FOR RECOVERY:** No state agency and no political subdivision shall award a contract for goods, services, or construction, paid for in whole or in part with state funds, to a person whom a finding for recovery has been issued by the Auditor of State, if the finding for recovery is unresolved as defined by the Attorney General.

**SECTION 15. OFFER; EFFECTIVE DATE:** When transmitted by ODOT to the Grantee, this document shall constitute an offer which shall expire if it is not accepted, executed and returned to ODOT by the Grantee within thirty days of such transmittal, unless an extension is granted in writing by the Administrator at the request of the Grantee. This Contract shall become effective upon its execution by ODOT and the Grantee, and the obligations of the parties hereunder shall then begin.

**SECTION 16. BANNING THE EXPENDITURE OF PUBLIC FUNDS ON OFFSHORE SERVICES:** The Grantee affirms to have read and understands Executive Order 2011-12K issued by Ohio Governor John Kasich and shall abide by those requirements in the performance of this Contract, and shall perform no services required under this Contract outside of the United States. The Executive Order is provided as an attachment and also is available at the following website: (<http://governor.ohio.gov/MediaRoom/ExecutiveOrders.aspx>).

The Grantee also affirms, understands, and agrees to immediately notify the State of any change or shift in the location(s) of services performed by the Grantee or its Project Contractors under this Contract, and no services shall be changed or shifted to a location(s) that are outside of the United States.

**Banning the Expenditure of Public Funds on Offshore Services - Termination. Sanction. Damages:** If Grantee or any of its Project Contractors perform services under this Contract outside of the United States, the performance of such services shall be treated as a material breach of the Contract. The State is not obligated to pay and shall not pay for such services. If Grantee or any of its Project Contractors perform any such services, Grantee shall immediately return to the State all funds paid for those services. The State may also recover from the Grantee all costs associated with any corrective action the State may undertake, including but not limited to an audit or a risk analysis, as a result of the Grantee performing services outside the United States.

The State may, at any time after the breach, terminate the Contract, upon written notice to the Grantee. The State may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Contract and costs associated with the acquisition of substitute services from a third party.

If the State determines that actual and direct damages are uncertain or difficult to ascertain, the State in its sole discretion may recover a payment of liquidated damages in the amount of 5 % of the value of the Contract.

The State, in its sole discretion, may provide written notice to Grantee of a breach and permit the Grantee to cure the breach. Such cure period shall be no longer than 21 calendar days. During the cure period, the State may buy substitute services from a third party and recover from the Grantee any costs associated with acquiring those substitute services.

Notwithstanding the State permitting a period of time to cure the breach or the Grantee's cure of the breach, the State does not waive any of its rights and remedies provided the State in this Contract, including but not limited to recovery of funds paid for services the Grantee performed outside of the United States, costs associated with corrective action, or liquidated damages.

**Banning the Expenditure of Public Funds on Offshore Services - Assignment/Delegation:** The Grantee will not assign any of its rights, nor delegate any of its duties and responsibilities under this Contract, without prior written consent of the State. Any assignment or delegation not consented to may be deemed void by the State.

FOR THE GRANTEE

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**STATE OF OHIO,  
DEPARTMENT OF TRANSPORTATION:**

By: Jerry Wray  
Jerry Wray  
Director

Date: 9/23/11

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

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO ACCEPT A GRANT IN THE AMOUNT OF \$24,246.00 FROM THE OHIO DEPARTMENT OF TRANSPORTATION FOR CY 2012 ELDERLY AND DISABLED TRANSIT FARE ASSISTANCE PROGRAM; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the State of Ohio, Department of Transportation has made funds available through its CY 2012 Elderly and Disabled Transit Fare Assistance Program to reimburse eligible public transportation systems who offer reduced fares to the elderly and people with disabilities to offset the farebox loss incurred as a result of offering these reduced fares; and

WHEREAS, the Sandusky Transit System is the transit operator for the City of Sandusky and is presently providing transit service and observing all Federal and State rules regarding these programs and is required to submit a yearly Resolution in order for funds to be granted; and

WHEREAS, the Ohio Department of Transportation has allocated \$24,246.00 in Ohio Elderly and Disabled Transit Fare Assistance Program funds for CY 2012 to the Sandusky Transit System; and

WHEREAS, this legislation should be passed under suspension of the rules as an emergency measure in accordance with Section 14 of the City Charter in order to meet the Ohio Department of Transportation's deadline of October 27, 2011, to submit a Resolution to accept allocated funds from the Elderly and Disabled Transit Fare Assistance Program; and

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

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

Section 1. This City Commission authorizes and directs the City Manager to accept a grant in the amount of \$24,246.00 for the CY 2012 Elderly and Disabled Transit Fare Assistance Program from the Ohio Department of Transportation and to execute any required contracts or agreements on behalf of the City.

Section 2. The Clerk of the City Commission is hereby directed to furnish a certified copy of this Resolution to the Ohio Department of Transportation to be utilized for financial assistance for the CY 2012 Elderly and Disabled Fare Assistance Program.

Section 3. If any section, phrase, sentence, or portion of this Resolution is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such

holding shall not affect the validity of the remaining portions thereof.

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

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

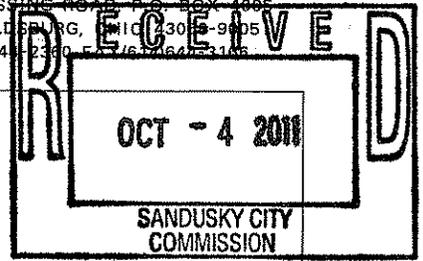
\_\_\_\_\_  
DANIEL J. KAMAN  
PRESIDENT OF THE CITY COMMISSION

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

Passed: October 11, 2011

**NOTICE TO LEGISLATIVE  
AUTHORITY**

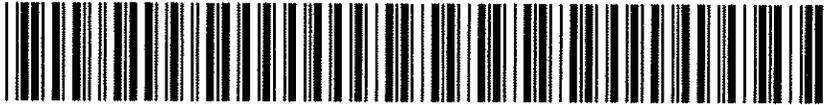
OHIO DIVISION OF LIQUOR CONTROL  
6608 TUSING ROAD P.O. BOX 1005  
REYNOLDSBURG, OHIO 43085-9005  
(614)644-2300 FAX (614)644-2305



5484929		TRFO	MANHATTAN ON MARKET LLC
PERMIT NUMBER		TYPE	DBA J BISTRO
07	04	2011	1ST FL & STORAGE BSMT
ISSUE DATE			129 W MARKET ST
09	29	2011	SANDUSKY OH 44870
FILING DATE			
D5J D6			
PERMIT CLASSES			
22	077	B	F06365
TAX DISTRICT			RECEIPT NO.

TO  
FROM 10/03/2011

41792620005			J BISTRO I LLC
PERMIT NUMBER		TYPE	DBA J BISTRO I
07	04	2011	129 W MARKET ST 1SR FLR & STORAGE BSMT
ISSUE DATE			SANDUSKY OH 44870
09	29	2011	
FILING DATE			
D5J D6			
PERMIT CLASSES			
22	077		
TAX DISTRICT			RECEIPT NO.



MAILED 10/03/2011

RESPONSES MUST BE POSTMARKED NO LATER THAN 11/03/2011

**IMPORTANT NOTICE**

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL  
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES **B TRFO 5484929**

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT  
THE HEARING BE HELD  IN OUR COUNTY SEAT.  IN COLUMBUS.

WE DO NOT REQUEST A HEARING.

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature)

(Title) -  Clerk of County Commissioner

(Date)

Clerk of City Council

Township Fiscal Officer

**CLERK OF SANDUSKY CITY COUNCIL  
222 MEIGS STREET  
SANDUSKY OHIO 44870**



OHIO DEPARTMENT OF COMMERCE - DIVISION OF LIQUOR CONTROL  
 6606 Tussing Road, P.O. Box 4005, Reynoldsburg, Ohio 43068-9005  
 Telephone: (614) 644-2431 - http://www.com.ohio.gov/liqr

**LIMITED LIABILITY COMPANY DISCLOSURE FORM**  
 (This form must accompany all applications of an LLC business entity)

**SECTION A.**

Name of Limited Liability Company <b>Manhattan on Market, LLC</b>	DBA Name <b>J Bistro</b>	
Permit Premises Address <b>129 W. Market Street</b>	City, State <b>Sandusky, OH</b>	Zip Code <b>44870</b>
Township, if in Unincorporated Area	Tax Identification No. (TIN) <b>45-3077510</b>	

**Limited Liability Company ("LLC")** - Chapter 1705 Ohio Revised Code. Indicate below the managing members, LLC Officers, and all persons with a 5% or greater membership or voting interest, and attach a copy of the Articles of Organization filed with the Ohio Secretary of State.

Please be advised that any social security numbers provided to the Division of Liquor Control in this application may be released to the Ohio Department of Public Safety, the Ohio Department of Taxation, the Ohio Attorney General, or to any other state or local law enforcement agency if the agency requests the social security number to conduct an investigation, implement an enforcement action, or collect taxes.

**SECTION B.** List the top five (5) officers of the captioned business. If an office is NOT held, please indicate by writing NONE.

EACH OFFICER LISTED BELOW MUST HAVE A BACKGROUND CHECK PERFORMED BY BCI&I AND SUBMIT A PERSONAL HISTORY BACKGROUND FORM. PLEASE READ "BACKGROUND CHECK INFORMATION" DLC4191.

NAME OF OFFICER	SOCIAL SECURITY NUMBER	DATE OF BIRTH
1) CEO none		
2) President none		
3) Vice-President none		
4) Secretary none		
5) Treasurer none		

**SECTION C.** List the managing members and all persons with a 5% or greater membership or voting interest in the LLC.

THE INDIVIDUALS LISTED BELOW MUST HAVE A BACKGROUND CHECK PERFORMED BY BCI&I AND SUBMIT A PERSONAL HISTORY BACKGROUND FORM. PLEASE READ "BACKGROUND CHECK INFORMATION" DLC4191.

1) Name <b>Gary Ackerman</b>	Social Security No. (if individ)	<input type="checkbox"/> Managing Member <input checked="" type="checkbox"/> 5% or greater voting interest <input checked="" type="checkbox"/> 5% or greater membership interest
Residence Address <b>9389 Monarch Ct.</b>	Tax Identification No. (if applicable)	
City and State <b>Alta Loma, CA</b>	Zip Code <b>91737</b>	
Telephone No. <b>909-466-1819</b>	Date of Birth <b>03/01/1951</b>	
2) Name <b>Diane M. Ackerman</b>	Social Security No. (if it	<input type="checkbox"/> Managing Member <input checked="" type="checkbox"/> 5% or greater voting interest <input checked="" type="checkbox"/> 5% or greater membership interest
Residence Address <b>9389 Monarch Ct.</b>	Tax Identification No. (if applicable)	
City and State <b>Alta Loma, CA</b>	Zip Code <b>91737</b>	
Telephone No. <b>909-466-1819</b>	Date of Birth <b>01/08/1953</b>	

(PLEASE SEE REVERSE SIDE SHOULD YOU NEED ADDITIONAL SPACE)

STATE OF OHIO, Erie COUNTY ss.

I, DIANE M. ACKERMAN being first duly sworn, according to law, deposes and says that he/she is (Title) MEMBER

of the Manhattan on Market, LLC, a business duly authorized by law to do business in the State of Ohio, and that the statements made in

forgoing affidavit are true.

(Signature) [Signature] (Print Name and Title) DIANE M. ACKERMAN

Sworn to and subscribed in my presence this 28th day of September

**CARL J. KAMM III**  
 NOTARY PUBLIC, STATE OF OHIO  
 LIFETIME COMMISSION

[Signature]  
 (Notary Public)



OHIO DIV. LIQUOR CONTROL  
 LICENSING SCAN RM. 1-8

2011 SEP 29 AM 11:47

**From:** <rruiz@ci.sandusky.oh.us>  
**To:** "Kelly Kresser" <Kelly.Kresser@ci.sandusky.oh.us>  
**Date:** 10/4/2011 9:22 AM  
**Subject:** Re: Liquor License Transfer

I am out of office until Friday. My experience with the building recalls no problems in the past.  
Sent from my BlackBerry® smartphone with Nextel Direct Connect

-----Original Message-----

From: "Kelly Kresser" <Kelly.Kresser@ci.sandusky.oh.us>  
Date: Tue, 04 Oct 2011 08:53:04  
To: Carrie Handy<Carrie.Handy@ci.sandusky.oh.us>; Charlie Sams<Charlie.Sams@ci.sandusky.oh.us>;  
James Lang<James.Lang@ci.sandusky.oh.us>; Rudolfo Ruiz<Rudolfo.Ruiz@ci.sandusky.oh.us>  
Subject: Liquor License Transfer

Here is a license transfer from J. Bistro I LLC dba J Bistro I to  
Manhattan on Market LLC dba J Bistro.

If you have time to look at this today and advise if there are any  
objections, I will be able to place it on next Tuesday's agenda.

Thank you.

**From:** Carrie Handy  
**To:** Kelly Kresser  
**Date:** 10/4/2011 9:04 AM  
**Subject:** Re: Liquor License Transfer

Kelly -

The Division of Planning has no objections to this transfer as it appears that the use of the building will remain the same - the J Bistro Restaurant. This is a permitted use under the Zoning Code at this location (129 W. Market Street).

Carrie

**From:** Charlie Sams  
**To:** Kelly Kresser  
**Date:** 10/4/2011 3:06 PM  
**Subject:** Re: Liquor License Transfer

Kelly,

We have no objects to the transfer.

Assistant Chief Charlie Sams  
Sandusky Police Department  
222 Meigs Street  
Sandusky, Ohio 44870  
(419)627-5870 - direct  
(419)627-5862 - fax  
csams@ci.sandusky.oh.us

>>> Kelly Kresser 10/4/2011 8:53 AM >>>

Here is a license transfer from J. Bistro I LLC dba J Bistro I to Manhattan on Market LLC dba J Bistro.

If you have time to look at this today and advise if there are any objections, I will be able to place it on next Tuesday's agenda.

Thank you.