

**CITY OF SANDUSKY COMMISSIONERS  
REGULAR SESSION AGENDA  
November 28, 2011 at 5 p.m.  
City Hall, 222 Meigs Street**

**INVOCATION**

**PLEDGE OF ALLEGIANCE**

**CALL TO ORDER**

**ROLL CALL**

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

**APPROVAL OF MINUTES**

**November 14, 2011**

**AUDIENCE PARTICIPATION**

**Agenda items listed below only (3 minute limit)**

**PRESENTATION**

**Fire Marshal Rudolfo Ruiz – Executive Fire Officer Certification**

**COMMUNICATIONS**

**Motion to accept all communications submitted below**

**CURRENT BUSINESS**

**ITEM #1 – Submitted by Hank S. Solowiej, Finance Director**

**Budgetary Information:** The City of Sandusky has participated in this insurance pool program since 1987. The annual cost has become part of the annual operating budget. Based on the formula to calculate pool membership, Sandusky's total cost for 2011 – 2012 will be \$488,840. The insurance year is December 1, 2011 through November 30, 2012. Based on exposures, the cost is distributed to the general fund (\$285,971), street fund (\$42,529), water fund (\$75,770) and sewer fund (\$84,570). The prior year ordinance was passed by city commission on December 27, 2010 (Ordinance No. 10-160) that covered the period December 1, 2010 through November 30, 2011, for a total amount of \$488,244.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an Ordinance be passed authorizing and directing the city manager and/or finance director to make payment for the 2011 – 2012 renewal costs for property, casualty and liability insurance pool membership with Buckeye Ohio Risk Management Association (BORMA) and public entity risk consortium (PERC); and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

**ITEM #2 – Submitted by Todd J. Roth, P.E., P.S.**

**Budgetary Information:** The cost of the project based on bids, including engineering, inspection, advertising and miscellaneous costs is \$983,623.30. Community Development Block Grant (CDBG) funds will fund \$752,942.30, the sewer funds will fund \$121,101.20 and the water funds will fund \$109,579.80.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an Ordinance be passed authorizing and directing the city manager to enter into a contract with Kelstin, Inc., of Shelby, Ohio, for the Lions Park project, Phase II; 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 city will have no financial obligation. The owner will be responsible for any application costs and matching funds required for the grant.

**RESOLUTION NO. \_\_\_\_\_:** It is requested a Resolution be passed authorizing and directing the city manager to file a grant application with the State of Ohio to participate in the Clean Ohio Assistance Fund (COAF); and declaring that this resolution shall take immediate effect in accordance with Section 14 of the city charter.

**ITEM #4 – Submitted by Scott A. Miller, Director of General Services**

**Budgetary Information:** The total cost of the maintenance services for CY 2010 and January 1, 2011 through June 30, 2011 is \$12,226.18 and will be paid with the city's state highway funds (account 217).

**ORDINANCE NO. \_\_\_\_\_:** It is requested an Ordinance be passed authorizing and directing payment to the treasurer of state, Ohio Department of Transportation for the maintenance of state route 2; authorizing the city manager to enter into an agreement for the maintenance of state route 2 in the City of Sandusky by the Ohio Department of Transportation for the period of July 1, 2011 through June 30, 2012; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

**ITEM #5 – Submitted by Kelly L. Kresser, Clerk of the Commission**

A notice has been submitted to the City of Sandusky from the Ohio Division of Liquor Control, requesting a D1, D2, D3, D3A and D6 liquor permit stock transfer for Daly's Ltd. dba Daly's Pub, 1<sup>st</sup> floor basement & patio, 102-04-06 Columbus Avenue, 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:** Monday, November 28 at 8:30 p.m.

Tuesday, November 29 at 5 p.m.

Monday, December 5 at 7 p.m.



**DEPARTMENT OF FINANCE**  
**HANK S. SOLOWIEJ, CPA, FINANCE DIRECTOR**

222 Meigs Street  
Sandusky, Ohio 44870  
Phone (419) 627-5888  
Fax (419) 627-5892

TO: City Commission  
FROM: Hank S. Solowiej, CPA, Finance Director  
DATE: November 17, 2011  
RE: Commission Agenda Item

**ITEM FOR CONSIDERATION:**

An ordinance approving the costs for 2011-2012 renewal for the property, casualty, and liability insurance pool membership with the Buckeye Ohio Risk Management Association (BORMA) and the Public Entity Risk Consortium (PERC).

**BUDGETARY INFORMATION:**

The City of Sandusky has participated in this insurance pool program since 1987. The annual cost has become part of the annual operating budget. Based on the formula to calculate pool membership, Sandusky's total cost for 2011-2012 will be \$488,840. The insurance year is December 1, 2011 through November 30, 2012.

Based on exposures, the cost is distributed to the General Fund (\$285,971), Street Fund (\$42,529), Water Fund (\$75,770), and Sewer Fund (\$84,570). The prior year ordinance was passed by City Commission on December 27, 2010 (Ordinance No 10-160) that covered the period December 1, 2010 through November 30, 2011, for a total amount of \$488,244.

**ACTION REQUESTED:**

The City Commission is requested to approve legislation to authorize additional funds for the BORMA/PERC insurance package for 2011-2012. The legislation required is an ordinance to pay BORMA an amount not to exceed \$488,840. It is requested the City Commission enact the required legislation under suspension of the rules in accordance with Section 14 of the City Charter to avoid any lapse in coverage.

CC: Donald C. Icsman, Interim City Manager/Law Director

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

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER AND/OR FINANCE DIRECTOR TO MAKE PAYMENT FOR THE 2011-2012 RENEWAL COSTS FOR PROPERTY, CASUALTY AND LIABILITY INSURANCE POOL MEMBERSHIP WITH BUCKEYE OHIO RISK MANAGEMENT ASSOCIATION (BORMA) AND PUBLIC ENTITY RISK CONSORTIUM (PERC); AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City of Sandusky has participated in the Municipal Insurance Pool (BORMA) since 1987 and the cost for this membership has become part of the City's annual operating budget; and

WHEREAS, based upon the formula used to calculate pool membership costs the City of Sandusky's cost for the 2011-2012 renewal will be \$488,840.00 of which \$285,971.00 will be paid with General Funds, \$42,529.00 will be paid with Street Funds, \$75,770.00 will be paid with Water Funds and \$84,570.00 will be paid with Sewer Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to make payment in a timely manner and avoid any lapses in coverage; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Finance Department of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this 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 approves the City of Sandusky's Municipal membership for property, casualty and liability insurance with Buckeye Ohio Risk Management Association (BORMA) and Public Entity Risk Consortium (PERC) and the City Manager and/or Finance Director are authorized and directed to make payment in the sum of Four Hundred Eighty Eight Thousand Eight Hundred Forty and 00/100 Dollars (\$488,840.00) for coverage for the period beginning December 1, 2011 through November 30, 2012.

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: November 28, 2011



## 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: November 15, 2011  
Subject: Commission Agenda Item

**Item for Consideration:** Ordinance awarding a contract to Kelstin, Inc., Shelby, Ohio, for the Lions Park Project Phase II. The project involves proposed improvements to Lions Park. The improvements include a new splash pad area, restroom facility, basketball court and a new waterline and sanitary sewer to service the new and future improvements to the park area.

The following eight (8) bids were received and opened on November 10th, 2011:

➤ ***Individual Bids-Items 1-4***

**Item 1-Utilities Contract-Base bid**

Buckeye Excavating & Construction, Inc. Bid: \$186,489.00  
Norwalk, OH

Kelstin, Inc. Bid: \$209,710.00  
Shelby, OH

Herbst Excavating LLC Bid: \$210,301.00  
Sandusky, OH

**Item 2-General Trades Contract-Base bid**

Hoty Builders Bid: \$604,756.00  
Sandusky, OH

Kelstin, Inc. Bid: \$563,557.00  
Shelby, OH

**Item 3-Plumbing Trades Contract-Base bid**

*10% over engineer's/architect's estimate of \$61,950.00-cannot award*  
Brookside Construction Services Bid: \$112,000.00  
Medina, OH

**Item 4-Electrical Trades Contract-Base bid**

*No bids received*

➤ **Combined Bids-Item 5**

Item 1-4 includes Utilities, General Trades, Plumbing and Electrical Contracts-Base bid

Hoty Builders Bid: \$964,710.58  
Sandusky, OH

Kelstin, Inc. Bid: \$894,203.00  
Shelby, OH

The contractors/bidders had the option to bid each contract as a separate bid (Items 1-4 in the bid documents) or bid the project as a combined bid (Item 5). For the following individual bids: Item 2 the General Trades Contract, Item 3 the Plumbing Contract, and Item 4 the Electrical Contract, the bid format was a lump sum bid with some line items for alternatives. Under the combined bid (Item 5) the bidders were required to circle what combination of the contracts they were bidding on and enter this total bid amount under a lump sum bid. For the Utilities Contract, under both the individual bid (Item 1) and the combined bid (Item 5), the bidders were required to complete a line item bid form so that the City could separate the costs associated with the Sewer and Water Funds.

There were a total of eight bids received. Under the individual bid items the following were received: Item 1 Utilities Contract (3 bids), Item 2 General Trades (2 bids), Item 3 Plumbing Trades (1 bid), Item 4 Electrical Trades (0 bids). Under Item 5 Combined Bid, there were two bids received, both bids were for all of the contract items, Utilities, General Trades, Plumbing and Electrical.

The two bids received under Item 5 from Hoty Builders and Kelstin, Inc. were the only bids that made a complete bid package that include all the contract items needed to complete this project. The Plumbing Contract bid was rejected per Article 5.1.1 of the contract documents since it was 10% over the Engineer/Architect's estimate. After reviewing the bids, it was determined not to rebid the electrical and plumbing contracts for the fourth time. This project has been bid out three times and there has never been a separate Electrical Contract bid received by the City and only one Plumbing Contract bid that had to be rejected. The deadline to use CDBG funds for this project is early summer 2012, therefore, Kelstin, Inc. is determined to be the lowest and best complete bid package that includes all contract items required to complete this project. This project involves federal funds, therefore, the Local Preference ordinance does not apply.

**Budgetary Information:** The cost of the project based on bids, including engineering, inspection, advertising and miscellaneous costs is \$983,623.30. Community Block Grant Funds (CDBG) will fund \$752,942.30, the Sewer Funds will fund \$121,101.20 and the Water Funds will fund \$109,579.80.

**Action Requested:** It is requested that the Ordinance awarding the construction contract to Kelstin, Inc., Shelby, Ohio in the amount of \$894,203.00 be approved and that it be passed in full accordance with Section 14 of the City Charter in order to proceed with executing the contract and the contractor can start work on some of the underground utility items during the winter season.

I concur with this recommendation:

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Donald C. Icsman,  
Acting City Manager

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

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

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH KELSTIN, INC., OF SHELBY, OHIO, FOR THE LIONS PARK 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 approved and adopted the Lions Park Master Plan by the passage of Ordinance No. 09-131, passed on December 28, 2009; and

WHEREAS, this City Commission authorized an agreement for professional design services with the Collaborative Inc., for the Lions Park Project Phase II by Ordinance No. 11-008, passed on February 14, 2011; and

WHEREAS, this City Commission declared the necessity to proceed with the proposed Lions Park Project Phase II by Resolution No. 016-11R, passed on May 9, 2011; and

WHEREAS, Phase II of the improvements to Lions Park will provide for a new splash pad area, restroom facility, basketball court and a new waterline and sanitary sewer to service the new and future improvements to the park area; and

WHEREAS, upon public competitive bidding as required by law eight (8) appropriate bids were received and the bid from Kelstin, Inc., of Shelby, Ohio, was determined to be the lowest and best bid; and

WHEREAS, the total project cost based on bids, including engineering, inspection, advertising and miscellaneous expenses is \$983,623.30 of which \$752,942.30 will be funded with Community Development Block Grant (CDBG) funds, \$121,101.20 will be paid with Sewer Funds, and the remaining balance of \$109,579.80 will be paid with Water Funds; and

WHEREAS, this legislation should be passed under suspension of the rules in accordance with Section 14 of the City Charter in order to proceed with executing the contract to allow the contractor to begin work on some of the underground utility items during the winter season; 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 authorized and directed to enter into a contract with Kelstin, Inc., of Shelby, Ohio, for the Lions Park Project Phase II in an amount not to exceed Eight Hundred Ninety Four Thousand Two Hundred Three and 00/100 Dollars (\$894,203.00) consistent with the bid submitted by Kelstin, Inc., of Shelby, Ohio, currently on file in the office of the Director of Planning, Engineering and Development.

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: November 28, 2011



## 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: November 16, 2011  
Subject: Commission Agenda Item

**ITEM FOR CONSIDERATION:** A resolution approving the submission of an application by the City of Sandusky to the State of Ohio, to participate in the Clean Ohio Assistance Fund for the Former D.C. Filter Property Project located at 1517 Fifth Street and the adjacent parcels owned by BSL Holdings Ltd.

The State of Ohio, Department of Development, provides financial assistance to local governments for the purpose of addressing local needs in creating redevelopment ready projects from brownfield sites. The former D.C. Filter building, located at 1517 Fifth Street and adjacent parcels, is a potential site for assessment using Clean Ohio Assessment Funds.

The site has a history of chemical manufacturing and storage. In 1950, the property was developed as part of the Diamond Fertilizer Co. at 1517 Fifth Street. The site included research, manufacturing and storage facilities. In 1968, the property was partially occupied by Consolidated Industrial and Agricultural Chemicals, Inc. In 1975, the property was purchased by D.C. Filter who operated a drycleaning filter manufacturing operation on site.

The overall site is currently owned by BSL Holdings Ltd. of Sandusky. If funding is awarded, the City will administer the grant only. The City will be applying for the maximum requested amount of \$300,000.

**BUDGETARY INFORMATION:** The City will have no financial obligation. The owner will be responsible for any application costs and matching funds required for the grant.

**ACTION REQUESTED:** It is recommended that a resolution approving the submission of a grant application to the State of Ohio be approved in full accordance with Section 14 of the City Charter in order to submit the application at the earliest opportunity and before the funding is exhausted.

I concur with this recommendation:

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Donald C. Icsman, Acting City Manager

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

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

**A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO FILE A GRANT APPLICATION WITH THE STATE OF OHIO TO PARTICIPATE IN THE CLEAN OHIO ASSISTANCE FUND (COAF); 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 Development, provides financial assistance to local governments for the purpose of addressing local needs in creating redevelopment ready projects from brownfield sites and the former D.C. Filter building, located at 1517 Fifth Street and adjacent parcels, is a potential site for cleanup using Clean Ohio Assessment Funds; and

**WHEREAS**, the City of Sandusky desires to participate in the Program to receive financial assistance for the Former D.C. Filter Property Project under the Clean Ohio Assessment Fund (COAF); and

**WHEREAS**, the City of Sandusky has the authority to apply for financial assistance and to administer the amounts received from the State of Ohio, Department of Development, Clean Ohio Assistance Fund; and

**WHEREAS**, it is necessary that this City Commission authorize and direct the City Manager and/or Director of Planning, Engineering and Development to act in connection with the application and to provide such additional information as may be required by the State of Ohio; and

**WHEREAS**, neither the filing of the Application nor the receipt of a grant through COAF will impact the City's General Fund as the owner of the property, BSL Holdings Ltd. will be responsible for any application costs and matching funds if awarded; and

**WHEREAS**, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to submit the grant application at the earliest opportunity and before the funding is exhausted; 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 **Resolution** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter; and **NOW, THEREFORE**

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

Section 1. This City Commission hereby approves the filing of an application for financial assistance under the State of Ohio, Department of Development, and Clean Ohio Assistance Fund.

Section 2. This City Commission authorizes and directs the City Manager and/or Director of Planning, Engineering and Development, as the official representative of the City of Sandusky, to file an application to participate in the State of Ohio, Department of Development, and to provide all information and documentation that may be required in the application for the State of Ohio, Department of Development, Clean Ohio Assistance Fund submission and authorizes and directs the City Manager to execute any grant agreements and lawfully expend

funds should they be awarded.

Section 3. This City Commission acknowledges and agrees that BSL Holdings Ltd. has committed to provide all match funding necessary as described in the application should the Clean Ohio Assistance Fund grant be awarded.

Section 4. This City Commission understands and agrees that participation in the Program will require compliance with program guidelines and assurances.

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

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

Section 7. That for the reasons set forth in the preamble hereto, this Resolution is hereby declared to be an emergency measure, which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of this 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: November 28, 2011



## DEPARTMENT OF GENERAL SERVICES

Scott A. Miller, Director  
[smiller@ci.sandusky.oh.us](mailto:smiller@ci.sandusky.oh.us)

1024 Cement Avenue  
Sandusky, OH 44870

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

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TO: Donald C. Icsman, Acting City Manager  
From: \_\_\_\_\_  
Scott Miller, Director of General Services  
Date: November 22, 2011  
RE: Maintenance of State Route 2 in Sandusky's City Limits

**ITEM FOR CONSIDERATION:** Ordinance authorizing the payment to the Treasurer of State, C/O Department of Transportation (ODOT) for maintenance of State Route 2 located within the City limits in the amount of \$12,226.18 and approving a new agreement with ODOT for the period of 7/1/2011 through 6/30/2012.

Ordinance 8203-C, passed March 27, 1978, required the City to annually pay ODOT for maintenance that can include but is not limited to snow plowing, drainage repair, guardrail, and pavement patching and crack sealing. 2007 is the first year that the cost of this agreement exceeded the \$10,000 threshold for payments requiring legislation. The City paid \$10,900.70 for CY 2007, \$17,513.27 for CY 2008 and \$16,670.40 for CY 2009.

Beginning In the late 1990's the arrangement with ODOT was that the City plowed Cleveland Road from the City limits to Camp Road in Huron Township for ODOT and in return ODOT has "forgiven" the actual charges for snow and ice control costs on S.R. 2 within the City limits but this arrangement was never incorporated into the agreement. In 2010, City staff worked out a new agreement with ODOT to include language that provides for this past practice of swapping of services which has decreased the overall cost for the maintenance of S.R. 2 to the City. It was also agreed to in 2010 that ODOT would bill the City at the end of their fiscal year, which ends June 30<sup>th</sup>. The City received an invoice from ODOT on 10/27/11 in the amount of \$12,226.18 for services including CY 2010 and 1/1/11 through 6/30/11 (18 months). Future invoices will now coincide with ODOT's fiscal year and the new agreement.

**BUDGETARY INFORMATION:** The total cost of the maintenance services for CY 2010 and 1/1/11 through 6/30/11 is \$12,226.18 and will be paid with the City's State Highway Funds (Account 217).

**ACTION REQUESTED:** Request legislation approving the payment in the amount of \$12,226.18 to the Treasurer of State, C/O Department of Transportation, for work performed in 2010. It is also requested that the legislation to be passed under the suspension of the rules in accordance with section 14 of the City Charter so payment can be made for services provided and execute the agreement as soon as possible for the period of 7/1/11 to 6/30/12.

I concur with the recommendation:

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

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

***SANDUSKY, OHIO – HOME OF 'AMERICA'S ROLLER COAST'®***

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

AN ORDINANCE AUTHORIZING AND DIRECTING PAYMENT TO THE TREASURER OF STATE, OHIO DEPARTMENT OF TRANSPORTATION FOR THE MAINTENANCE OF STATE ROUTE 2; AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE MAINTENANCE OF STATE ROUTE 2 IN THE CITY OF SANDUSKY BY THE OHIO DEPARTMENT OF TRANSPORTATION FOR THE PERIOD OF JULY 1, 2011 THROUGH JUNE 30, 2012; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

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

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

WHEREAS, this City Commission authorized entering into a new agreement with the Ohio Department of Transportation for the maintenance of State Route 2 in the City of Sandusky for the period the period of January 1, 2010 through June 30, 2011, by Ordinance No. 10-040, passed on May 10, 2010, which included language to reflect the current arrangement and also changed the term of the agreement to coincide with ODOT's fiscal year which ends on June 30th; and

WHEREAS, the cost for maintenance services for the period of January 1, 2010 through June 30, 2011, is \$12,226.18 and will be paid from the City's State Highways Funds (Account 217); and

WHEREAS, this legislation should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to allow payment to be made to the Treasurer of State, Ohio Department of Transportation for services provided as soon as possible and to execute the agreement with ODOT for the period of July 1, 2011 through June 30, 2012; 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 General Services of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this Ordinance be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. This City Commission hereby authorizes and directs the City Manager and/or Finance Director to make payment to the Treasurer of State, Department of Transportation for the maintenance for State Route 2 for the period of January 1, 2010 through June 30, 2011, in an amount not to exceed Twelve Thousand Two Hundred Twenty Six and 18/100 Dollars (\$12,226.18), consistent with the invoice received by the City.

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

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

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

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

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

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

Passed: November 28, 2011

## **SANDUSKY AGREEMENT**

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

### **1. Introduction**

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

### **2 Snow and Ice Removal**

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

## 2.3 Snow and Ice Control

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

2.3.2 Guidelines from the Ohio Department of Transportation Maintenance Administration Manual

### Route Goals during an Event

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

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

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

### Cleanup after an Event

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

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

2.3.3 Route Priorities

SR2 = First Priority

US6 = First Priority

## 3. **Routine Maintenance**

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

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

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

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

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

none

#### 4 **Signal/Lighting Maintenance**

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

#### 5 **Notices**

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

#### 6. **Reimbursement / exchange of services**

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

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

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

7. **Dispute Resolution**

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

8. **Time of Performance: Termination**

8.1 This Agreement shall be effective for the time frame of July 1, 2011 through June 30, 2012. Either party may renew this Agreement yearly by giving the other party notice of intention to renew no later than May 1 of the year of termination. The period of renewal shall run from July 1 of the year in which the agreement is renewed to June 30 of the following.

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

9. **Third Parties**

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

10. **Equal Employment Opportunity**

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

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

11. **Responsibility for Claims**

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

12. **Compliance with Law**

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

13. **Certification of Funds**

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

14. **Change or Modification**

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

15. **Assignment**

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

16. **Construction**

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

17. **Drug Free Workplace**

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

18. **Signatures**

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

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

FOR THE OHIO DEPARTMENT OF  
TRANSPORTATION

FOR THE CITY OF SANDUSKY

\_\_\_\_\_  
Jerry Wray  
Director  
Ohio Department of Transportation

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

\_\_\_\_\_  
Date

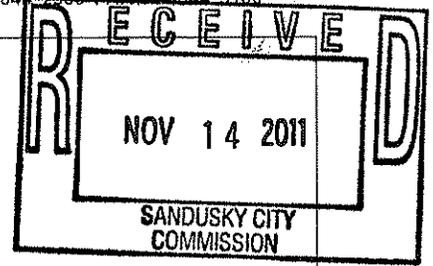
\_\_\_\_\_  
Date

**NOTICE TO LEGISLATIVE  
AUTHORITY**

**OHIO DIVISION OF LIQUOR CONTROL**  
6606 TUSSING ROAD, P.O. BOX 4005  
REYNOLDSBURG, OHIO 43068-9005  
(614)644-3300 FAX(614)644-3166

TO

19091360005 <small>PERMIT NUMBER</small>		STCK <small>TYPE</small>	DALYS LTD DBA DALYS PUB 1ST FL BSMT & PATIO 102-04-06 COLUMBUS AV SANDUSKY OHIO 44870	
02 09 2011 <small>ISSUE DATE</small>				
02 09 2011 <small>FILING DATE</small>				
D1	D2	D3	D3A	D6
<small>PERMIT CLASSES</small>				
22	077	B	F06580	
<small>TAX DISTRICT</small>		<small>RECEIPT NO.</small>		



FROM 11/14/2011

PERMIT NUMBER		TYPE
ISSUE DATE		
FILING DATE		
PERMIT CLASSES		
TAX DISTRICT	RECEIPT NO.	



MAILED 11/14/2011

RESPONSES MUST BE POSTMARKED NO LATER THAN. 12/15/2011

**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 STCK 1909136-0005**

(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**

FOR OFFICE USE ONLY	
NEW	TRANSFER
PERMIT #	

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.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>Dalys Ltd</b>	DBA Name <b>Dalys Pub</b>	
Permit Premises Address <b>102-04-06 Columbus Avenue 1st fl bsmt &amp; patio</b>	City, State <b>Sandusky OH</b>	Zip Code <b>44870</b>
Township, if in Unincorporated Area	Tax Identification No. (TIN)	

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>Alaina Bier</b>	Social Security No. (if individual)	<input checked="" 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>161 Sunset Drive</b>	Tax Identification No. (if applicable) <b>34-1863145</b>	
City and State <b>Sandusky, OH</b>	Zip Code <b>44870</b>	
Telephone No. <b>419-627-8469</b>	Date of Birth <b>4-21-69</b>	
2) Name <b>David Bier</b>	Social Security No.	<input checked="" 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>161 Sunset Dr.</b>	Tax Identification No. (if applicable) <b>34-1863145</b>	
City and State <b>Sandusky, OH</b>	Zip Code <b>44870</b>	
Telephone No. <b>419-627-8469</b>	Date of Birth <b>6-23-70</b>	

(PLEASE SEE REVERSE SIDE SHOULD YOU NEED ADDITIONAL SPACE)

STATE OF OHIO, Erie COUNTY ss.

I, David Bier being first duly sworn, according to law, deposes and says that he/she is (Title) Managing Mbr of the Dalys, Ltd., a business duly authorized by law to do business in the State of Ohio, and that the statements made in the forgoing affidavit are true.

(Signature) David R. Bier (Print Name and Title) David R. Bier Managing Member

Sworn to and subscribed in my presence this 28 day of OCTOBER, 2011

William H. Hines (Notary Public) DEC 15 2013 (Notary Expiration)

**From:** Carrie Handy  
**To:** Kelly Kresser  
**Date:** 11/14/2011 11:20 AM  
**Subject:** Re: Liquor Permits - Daly's

Kelly -

The Division of Planning has no objections to this request. This property is zoned for a bar/restaurant type of use and it does not appear that the actual owners involved will be changing.

Carrie

**From:** Charlie Sams  
**To:** Kelly Kresser  
**Date:** 11/14/2011 11:11 AM  
**Subject:** Re: Liquor Permits - Daly's

Kelly,

The department has no objections to the transfer. It should be noted that David Bier was arrested and later convicted of OVI in January of 2011.

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 11/14/2011 10:29 AM >>>  
Attached is a liquor permit stock transfer request for Daly's Pub.

Please provide your comments to me regarding this request.

**From:** Rudolfo Ruiz  
**To:** Kresser, Kelly  
**Date:** 11/14/2011 10:53 AM  
**Subject:** Re: Liquor Permits - Daly's

After reviewing the Fire inspection file on Daly's LTD 102-104-106 Columbus Ave. transaction number: B STCK 1909136-0005 the Sandusky Fire Department Fire Prevention Bureau has no official objection for renewal to maintain permit privileges, nor requests a hearing.

According to the inspection file there are no unfavorable enforcement records or disregard to laws, regulations or local ordinances.

Rudy Ruiz, MBA, EFO, FO  
Bureau of Fire Prevention & Risk Reduction  
Sandusky Fire Department  
419-627-5823 office  
419-557-1145 cell

The United States Fire Administration recommends everyone should have a comprehensive fire protection plan that includes smoke alarms, residential sprinklers, and practicing a home fire escape plan.

>>> Kelly Kresser 11/14/2011 10:29 AM >>>  
Attached is a liquor permit stock transfer request for Daly's Pub.

Please provide your comments to me regarding this request.