

3 P.M. RIBBON CUTTING CEREMONY AT FOX CYCLE WORKS  
1011 FREMONT AVENUE, SANDUSKY



CITY OF SANDUSKY COMMISSIONERS  
REGULAR SESSION AGENDA  
May 23, 2011 at 5 p.m.  
City Hall, 222 Meigs Street

INVOCATION

PLEDGE OF ALLEGIANCE

CALL TO ORDER

ROLL CALL

D. Kaman, J. Hamilton, R. Brady, J. Farrar, D. Waddington, D. Cole & P. Brown  
May 9, 2011

APPROVAL OF MINUTES

PROCLAMATIONS

Click it or Ticket Mobilization Weeks

PRESENTATIONS

Go Green Sandusky Poem Contest Winners

Hank Solowiej: 2009 Government Finance Officers Association  
Certificate of Achievement

Thomas J. Fortin: The Keller Building

AUDIENCE PARTICIPATION

Agenda items listed below only (3 minute limit)

COMMUNICATIONS

Motion to accept all communications submitted below

**CURRENT BUSINESS**

**ITEM #1 – PASSED FIRST READING 5.9.11**

**ORDINANCE NO. \_\_\_\_\_:** It is requested an Ordinance be passed amending part one – administrative code, title seven – boards and commissions, by the addition of new chapter 173 – Sandusky Youth Commission, of the codified ordinances, in the manner and way specifically set forth hereinbelow.

**ITEM #2**

**ORDINANCE NO. \_\_\_\_\_:** It is requested an Ordinance be passed authorizing and directing the city manager to enter into a public space recycling agreement with Greener Corners, LLC, of Rutherford, New Jersey, for the implementation of a public space recycling program; and declaring that this Ordinance shall take immediate effect in accordance with Section 14 of the city charter.

**ITEM #3**

**ORDINANCE NO. \_\_\_\_\_:** It is requested an Ordinance be passed authorizing and directing the city manager to establish terms and conditions for the presentation of Ohio Bike Week by Advantage Entertainment LLC from 2 p.m. on June 8, 2011 to 5 p.m. on June 12, 2011, for the event area, and further authorizing the city manager to take such actions as are deemed necessary and proper to implement the presentation of Ohio Bike Week in the city; and declaring that this Ordinance shall take immediate effect in accordance with Section 14 of the city charter.

**ITEM #4 - Submitted by Thomas Schwan, Sandusky Transit Administrator**

**Budgetary Information:** The total cost for the annual support fee is \$14,100 and will be paid with funds from the Sandusky Transit System budget. There will be no impact on the city's general fund.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an Ordinance be passed authorizing and directing payment to Trapeze Software Group, Inc., of Dallas, Texas for the annual software support and maintenance fee for the period 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 Paul E. Ricci, Fire Chief**

**Budgetary Information:** Through community unity and support, the 14' aluminum boat and trailer was donated to the Sandusky fire department, therefore, it is our intent to give back to the community by donating this vessel to the Maritime Museum of Sandusky. There will be no proceeds from the donation of this vessel.

**RESOLUTION NO. \_\_\_\_\_:** It is requested a Resolution be passed authorizing the disposal of a fourteen (14) foot aluminum rescue boat and trailer as being unnecessary and unfit for city use, approving their donation to the Maritime Museum of Sandusky; and declaring that this Resolution take immediate effect in accordance with Section 14 of the city charter.

**ITEM #6 – Submitted by James Lang, Interim Police Chief**

**Budgetary Information:** The total grant amount requested is \$391,583.40. This grant, if awarded, is 100% funded with no matching monies for the first three years; after the grant runs out (4<sup>th</sup> year) the city must retain the two hired officers for 12 months at the city's expense in the amount of \$130,527.80. There is also some additional cost involved with hiring these officers such as uniforms and physicals.

**RESOLUTION NO. \_\_\_\_\_:** It is requested a Resolution be passed approving and ratifying the grant application submitted to the U.S. Department of Justice, Office of Community Oriented Policing Services for FY 2011 COPS hiring program grant funds and, if awarded, authorizing the city manager to execute any required agreements; and declaring that this Resolution shall take immediate effect in accordance with Section 14 of the city charter.

**CITY MANAGER'S REPORT**

**OLD BUSINESS**

**NEW BUSINESS**

**AUDIENCE PARTICIPATION**

Open discussion on any item (5 minute limit)

**EXECUTIVE SESSION**

**ADJOURNMENT**

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

**LIVE:** Monday, May 23 at 8:30 p.m.

**REPLAYS:** Tuesday, May 24 at 5 p.m.  
Monday, May 30 at 7 p.m.

# PROCLAMATION

**WHEREAS**, the safety and security of the citizens of the City of Sandusky and the surrounding areas are vitally important; and

**WHEREAS**, a large percentage of our citizens regularly drive or ride in motor vehicles on our roadways; and

**WHEREAS**, the use of seat belts in passenger vehicles saved an estimated 12,713 lives in 2009; and

**WHEREAS**, regular seat belt use is the single most effective way to protect people and to reduce fatalities in motor vehicle crashes; and

**WHEREAS**, the use of seat belts is supported by the laws of the State of Ohio and the City of Sandusky; and

**WHEREAS**, May 23 through June 5, 2011, has been selected as the national ***Click It or Ticket*** mobilization enforcement period; and

**WHEREAS**, across the country, law enforcement officers will actively be participating in the mobilization to ensure all motor vehicle occupants are buckled up day and night to reduce the risk of injury and death caused in traffic crashes;  
**NOW THEREFORE,**

I, Daniel J. Kaman, President of the Sandusky City Commission, do hereby proclaim and announce May 23 through June 5, 2011, as

## **“Click it or Ticket Mobilization Weeks”**

in the City of Sandusky, and urge all citizens to always wear seat belts when driving or riding on our roadways.

Dated this 23<sup>rd</sup> day of May, 2011.

---

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

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

AN ORDINANCE AMENDING PART ONE - ADMINISTRATIVE CODE, TITLE SEVEN - BOARDS AND COMMISSIONS, BY THE ADDITION OF NEW CHAPTER 173 - SANDUSKY YOUTH COMMISSION, OF THE CODIFIED ORDINANCES, IN THE MANNER AND WAY SPECIFICALLY SET FORTH HEREINBELOW.

WHEREAS, this City commission has determined that there is a need to create a Youth Commission for the City; and

WHEREAS, the Sandusky Youth Commission will be created to operate as a liaison between the youth of the City, the Sandusky City Commission and the Sandusky School System on issues affecting the youth by increasing communication between adults and youth, fostering and encouraging civic pride through an enhanced knowledge, understanding and involvement in the future of the City by providing a responsive voice for the youth of the community when requested by local government officials; and

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

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

Section 1. Part One - Administrative Code, Title Seven - Boards and Commissions, of the Codified Ordinances of the City be amended by the addition of New Chapter 173 - Sandusky Youth Commission, as follows:

**NEW CHAPTER 173  
SANDUSKY YOUTH COMMISSION**

- 173.01 Establishment; Membership; Term.
- 173.02 Officers; Meetings; Records.
- 173.03 Powers and Duties.
- 173.04 Annual Report.

CROSS REFERENCES

Authority to Establish - See Charter § 29

**173.01 ESTABLISHMENT; MEMBERSHIP; TERM.**

- (a) There is hereby established a Commission to be hereafter known as the "Sandusky Youth Commission" which shall consist of no more than fifteen (15) members, three (3) of whom shall be adults and reside within the City of Sandusky and shall be at least twenty-one (21) years of age, and twelve (12) of whom shall be high school students between the ages of eleven (11) and twenty-one (21) who reside within the City of Sandusky, attend school within the City of Sandusky, and are enrolled in or entering grades nine (9) through twelve (12).
- (b) The following authorities shall each have four (4) appointments and one (1) adult appointment: the Superintendent of the Sandusky City Schools, the Sandusky City Commission and the Sandusky City School Board.
- (c) Each member nominated for appointment shall be confirmed by the majority vote of the Sandusky City Commission and shall serve for one (1) year without compensation. In the event a vacancy occurs prior to

the expiration of the term, an appointment shall be made in the same manner for the remainder of the unexpired term.

- (d) The President of the Sandusky City Commission shall nominate one (1) City Commissioner as liaison to be confirmed by a majority vote of the Sandusky City Commission.

**173.02 OFFICERS; MEETINGS; RECORDS.**

- (a) At its first meeting in October each year, the Sandusky Youth Commission shall elect a Chairman, Vice Chairman, Secretary and Treasurer from its membership to serve one (1) year terms.
- (b) The Sandusky Youth Commission shall hold regular monthly meetings between October and April and may provide a method for the calling of special meetings. All meetings shall be open to the public and comply with open meeting laws.
- (c) The Secretary of the Sandusky Youth Commission shall keep appropriate minutes of its meetings and activities and make those records available as required by law.
- (d) The Youth Commission shall adopt rules for the conduct of its meetings. A simple majority of the Commission shall constitute a quorum.

**173.03 POWERS AND DUTIES.**

The Sandusky Youth Commission is an advisory body and shall have no executive or administrative powers or authority, and this Chapter shall not be construed as depriving City elected or appointed officials of any power they may have under the City Charter or laws of the State of Ohio. The Sandusky Youth Commission shall be advisory and is created for the purpose of providing a youthful viewpoint on matters pertaining to the youth of the community. The duties of the Sandusky Youth Commission may include the following:

- (a) Act in an advisory capacity to the Sandusky City Commission when requested on matters pertaining to the youth population and municipal government.
- (b) Maintain a constructive working relationship with the Sandusky City Schools and other organizations to identify and promote issues impacting the youth of the city.
- (c) Recognize children and youth making significant contributions to the community.
- (d) Participate in and monitor current municipal youth activities and programs and their impact on the youth of the community.
- (e) Identify any current needs of children and youth through personal contact with children, Sandusky School officials, youth providers and others.

**173.04 ANNUAL REPORT.**

The Sandusky Youth Commission shall submit to the Sandusky City Commission and the Sandusky School Board an annual report of its activities for the previous year and plan of work for the ensuing year.

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 shall take effect at the earliest time permitted by Law.

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

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

Passed: May 23, 2011 (effective after 30 days)

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

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A PUBLIC SPACE RECYCLING AGREEMENT WITH GREENER CORNERS, LLC, OF RUTHERFORD, NEW JERSEY, FOR THE IMPLEMENTATION OF A PUBLIC SPACE RECYCLING PROGRAM; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City of Sandusky desires to implement a public space recycling program that increases public knowledge and awareness about recycling, makes recycling opportunities available in designated public spaces to provide greater public access and increase the number of tons of recyclables recovered of the four materials designated by the Solid Waste Management District to meet the access standard within the City of Sandusky; and

WHEREAS, the City of Sandusky has determined that Greener Corners, LLC, has the unique skill, experience, expertise and knowledge necessary to provide this distinctive public space recycling program without the need for competitive proposals and is pleased to be the first political subdivision in Ohio to implement this Greener Corners program; and

WHEREAS, this agreement will not result in any additional budgetary expenses and the City will benefit from the Program Incentive when Minimum Installation Requirements are met by earning ten percent (10%) of revenues generated from advertisement sales; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to execute the agreement and implement the public space recycling program at the earliest opportunity to provide increased access to recycling opportunities in our community and make a positive impact on our environment; 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 Public Space Recycling Agreement with Greener Corners, LLC, of Rutherford, New Jersey, for the implementation of a public space recycling program, 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 objectives 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: May 23, 2011

## PUBLIC SPACE RECYCLING AGREEMENT

This Agreement made on and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2011, between the City of Sandusky, Ohio, a Municipal Corporation of the State of Ohio, located in the County of Erie, herein referred to as "City," and Greener Corners, LLC, a New Jersey Limited Liability Company, having a principal place of business at 301 Route 17 North, Suite 800, Rutherford, New Jersey 07070, herein referred to as "GC".

In consideration of the mutual promises herein set out, the City and GC agree as follows:

### I. RECITALS

**WHEREAS**, The City of Sandusky desires to implement a public space recycling program that increases public knowledge and awareness about recycling, makes recycling opportunities available in designated public spaces twenty-four (24) hours each day of the week thereby providing greater public access and an increase in the number of tons of recyclables recovered of the four materials designated by the Solid Waste Management District to meet the access standard within the City of Sandusky; and

**WHEREAS**, GC has submitted to the City of Sandusky a proposal for a public space recycling program including this Agreement; and

**WHEREAS**, The City of Sandusky has determined that GC has the unique skill, experience, expertise and knowledge necessary to provide this distinctive public space recycling program without the need for competitive proposals and is pleased to be the first political subdivision in Ohio to implement this GC Program; and

WHEREAS, this Agreement has been authorized to be executed by the Sandusky City Commission pursuant to Ordinance No. \_\_\_\_\_ passed on \_\_\_\_\_ and effective on \_\_\_\_\_.

**II. TERM**

The initial term of this Agreement shall commence on \_\_\_\_\_ (the "Effective Date") and shall expire ten (10) years from the "initial installation" as that term is defined in Section IV, unless terminated earlier in accordance with the Provisions of this Agreement. This Agreement shall automatically renew for another ten (10) year term unless notice is given ninety (90) days prior to the expiration of the term of either party's intent not to renew.

**III. STATIONS AND SERVICES PROVIDED**

- a. GC shall provide the CITY with three-stream recycling stations, made of galvanized steel with a powder coat finish and having advertising display panels. The style and design of the recycling stations are shown in Exhibit A attached hereto and specifically incorporated as if fully rewritten herein.
- b. GC shall work with the CITY to devise recycling collection goals and to identify locations at which recycling stations shall be installed for maximum collections.
- c. GC shall install, maintain, repair, replace and relocate recycling stations at/to locations mutually agreed upon by the CITY and GC.
- d. GC shall organize community volunteers into a "Green Team" which shall conduct a public awareness campaign to educate the CITY'S

community about the benefits of recycling and the public space recycling program.

- e. GC shall monitor recycling collections and, subject to the cooperation of the CITY'S hauler and the transfer station, provide the CITY with reports that should enable the City to determine whether it is progressing toward its recycling collection goals.
- f. The recycling stations and the above-described services shall be provided by GC to the CITY at no charge. The CITY shall incorporate in its contract with its trash hauler the cost for recycling collection from the three stream recycling stations and GC agrees to pay for the additional expense. All recycling stations installed by GC shall remain the property of GC.

#### IV. INSTALLATION OF RECYCLING STATIONS

Within thirty (30) days of the Effective Date, GC and the CITY shall mutually agree upon the installation locations within the CITY for at least twenty-five (25) three-stream recycling stations. GC shall install these recycling stations securely to the pavement or other structural platforms within ninety (90) to one hundred and twenty (120) days after initial quantities and locations are determined ("Initial Installation"). Installation services do not include construction or provision of concrete, wood or other structures to which recycling stations may be secured.

There shall be no less than twenty-five (25) recycling stations installed at all times during the term of this Agreement ("Minimum Installation Requirements"). In response to the CITY'S request, GC shall install additional recycling stations within

ninety (90) to one hundred and fifty (150) days of the parties' agreement on mutually acceptable locations and as long as GC determines that sufficient advertising can be obtained for those stations.

Quantities and locations of recycling stations shall be determined in good faith to maximize projected levels of recycling collections and revenue to be generated from the sale of advertisements which shall be placed on the sides of the recycling stations by GC in accordance with Section V below.

The CITY shall make available to GC at no cost a secure location within the CITY to which GC may have new shipments of recycling stations delivered and stored until installation can be accomplished. GC shall provide the CITY with ten (10) days prior notice of any delivery and no shipment shall remain at this location for more than thirty (30) days.

**V. RECYCLING STATION ADVERTISEMENTS**

The CITY acknowledges that GC's ability to offer the Public Space Recycling Program to the CITY at no cost is based upon GC's ability to generate revenues from sales to local businesses and organizations of advertising space which shall be affixed to the sides of the recycling stations. All print ads shall be provided to the CITY for approval before being affixed to the recycling stations. Within three (3) business days of receiving any print ad for review, the CITY shall notify GC if the print ad is not acceptable, otherwise the ad will be presumed acceptable and GC shall be permitted to proceed with placing the ad. Rejection of print ads shall not be unreasonable. The CITY'S rejection of a print ad is reasonable if the print ad contains any of the following: "specified anatomical areas" or "specified sexual activities" as defined in

Section 1141.01 of the Codified Ordinances of the CITY; any obscene act, gesture or word; any sale or use of illegal drugs or drug paraphernalia; profanity, negative language or connotations regarding any race, religion, gender, sexual orientation or other classification protected by state or federal discrimination laws; incites violence; or presents products prohibited from sale to minors in such a way as to appeal particularly to persons under legal age.

**VI. PROGRAM INCENTIVE**

For each quarter during the term (and any renewal periods) that Minimum Installation Requirements are met, the CITY shall earn a "Program Incentive" on a graduated scale calculated as follows:

- a. Five Percent (5%) of "Revenues" generated from advertisement sales during the first year of this Agreement and thereafter an annual increase of one percent (1%) of "Revenues" generated from advertisement sales, which shall take effect each year on the anniversary date of this Agreement.
- b. The term "Revenue" means gross revenues from advertising sales collected during the subject quarter, less any refunds, returns or credits given to customers during that quarter.

Program Incentives earned by the CITY during the first year following the Initial Installation shall be due and payable to the CITY, less any amounts due and owing to GC, upon termination of this Agreement. Program Incentives earned by the CITY during the second year following the Initial Installation, and any subsequent years, shall be paid to the CITY within thirty (30) days after the close of each quarter. In

the event the CITY orders additional installations of recycling stations pursuant to Section IV, GC reserves the right at its sole discretion to withhold payment of any Program Incentives generated from such installations during the first year following such additional installations, which amounts shall be due and payable upon termination of this Agreement, less any amounts due and owing to GC.

**VII. EXCLUSIVITY**

During the term of this Agreement and any renewal term in accordance with Section II, GC shall be the exclusive vendor to the CITY for the provision of recycling stations or similar units, products and services as those provided for in this Agreement. The CITY shall not contract with any other vendor for the provision of public space recycling receptacles (with or without advertising) without obtaining the prior written consent of GC, which consent may be withheld at the sole discretion of GC. The CITY shall not allow the placement of any other recycling units or advertising products in the area of any recycling station that interferes with the visibility or effectiveness of the advertisements on GC's recycling station or that serves a similar purpose to those provided for by this Agreement (e.g. waste receptacles with advertising, benches with advertising, bus shelters with advertising, recycling receptacles without advertising). GC acknowledges that this prohibition regarding exclusivity shall not apply to the existing square yard capacity roll off containers designated for residential recyclables as established by the Sandusky City Commission and located within the CITY for public drop off recycling. Among other relief to which GC may be entitled, the CITY'S breach of this Section shall result in forfeiture of any Program Incentives due or to become due to the CITY and GC may cease payment of

same upon giving Notice of Default in accordance with Section XV; provided, however that the parties understand that nothing herein limits or precludes either parties' right to have a Court of competent jurisdiction pursuant to Section XVI determine the issue of breach.

**VIII. COLLECTION AND REMOVAL OF RECYCLABLES AND WASTE**

The City through its Department of General Services shall arrange for collection, removal and disposal of recyclables and waste from all recycling stations, with the CITY'S trash hauler or a responsible vendor pre-approved by GC. Such approval shall not be unreasonably withheld. GC shall provide the CITY'S hauler with information about the recycling stations and shall distribute to the hauler universal keys which shall allow access to the station for collection and removal. The CITY is responsible for requiring its hauler to lock all recycling stations after each collection and to immediately report to GC any problems with or damage to the recycling stations. The CITY and its hauler shall maintain a level of reasonable care in collecting, removing and disposing of recyclables and waste from the recycling stations on a regularly scheduled basis, with pick-ups occurring regularly and frequently enough that odor and litter do not become nuisance issues and in compliance with all state, federal and local laws, rules and regulations. The CITY shall assist GC as reasonably appropriate in protecting and safeguarding the recycling stations.

**IX. MAINTENANCE, REPAIR, REPLACEMENT**

Monthly, GC will clean the outside of each recycling station and make any repairs needed on a timely basis. The CITY may provide GC with notice when any

recycling station requires maintenance or repair and GC shall, as soon as possible but not later than five (5) business days after the receipt of such notice, shall undertake the maintenance and repair required at GC's expense. GC may temporarily remove recycling stations for the purpose of maintenance and repair upon three (3) days prior notice to the CITY. If a recycling station is damaged and rendered unusable, GC will replace the station at no cost to the CITY as long as the damage is not caused by the CITY or its hauler. Nothing herein limits GC's right to hold the CITY and/or its hauler responsible for any damage caused to the recycling stations or damages caused to person or property including but not limited to that resulting from the hauler's failure to lock the stations after removal of recyclables and waste.

X. **RELOCATION OF RECYCLING STATIONS**

GC shall have the right to move a recycling station and relocate it to a location mutually agreed upon by the parties, if GC determines that the original location lacks sufficient marketability (ie. Insufficient visibility to local businesses, low pedestrian or vehicular traffic), if GC is unable to sell sufficient advertising space for that location, or if it is subjected to vandalism or otherwise incurs excessive damage. If either the CITY or GC determines that any location presents a safety hazard, the parties shall promptly agree upon a new location for that station and GC shall relocate the station within five (5) business days. Neither the CITY nor its hauler is permitted to physically remove or relocate any recycling stations. In the event of a relocation, GC shall notify the CITY'S hauler of the new location before the next scheduled collection for that station so that pick-up routes can be rearranged. GC

shall restore all sites from which recycling stations are removed to the condition the site was in immediately prior to installation to the extent reasonably practicable.

In the event an emergency situation involving imminent and substantial risk of personal injury necessitates the immediate repair and/or removal of a recycling station, GC shall be contracted via telephone at 1-888-LOOK-4-GC. Notice of the situation must also be given in accordance with Section XIX below. GC shall use its best efforts to remove the recycling station within twenty-four (24) hours of receipt of notice of the emergency. If the parties mutually agree that an emergency situation necessitates that a repair or removal must be made in less than twenty-four (24) hours and GC cannot arrange for the same, the CITY may arrange for the repair or removal by a mutually agreed upon contractor to the extent necessary to eliminate imminent and substantial risk of personal injury. In such instances, GC shall cover the reasonable costs of the repair or removal as long as the public danger was not caused by the CITY or its hauler.

**XI. PUBLIC AWARENESS CAMPAIGN**

GC shall commence a four (4) week public awareness campaign which shall include:

- a. Soliciting volunteers from the CITY'S residents and businesses to create a "Green Team" and educating them on the CITY'S public space recycling program and the benefits of recycling;
- b. Green Team dissemination of information about the CITY'S public space recycling program and the benefits of recycling at high trafficked installation locations;

- c. Preparation of announcements and press releases, the content of which shall be mutually agreed upon by the CITY and GC, for use on the CITY'S website, local government radio, television or printed news media.

Once the public recycling program is established, GC shall commence:

- d. Green Teams presentations at local community centers/organizations and the CITY events;
- e. Green Teams presentations will be offered to schools located within the CITY and be given to those schools that request same.

The CITY shall support and cooperate in good faith with the public awareness program. The CITY shall issue mutually acceptable, public press releases via local newspapers, on its website, in mailers and on any local government radio or television media. The CITY shall work with the Green Team to support its efforts.

## **XII. ASSESSMENT OF PUBLIC SPACE RECYCLING PROGRAM**

GC shall request monthly recycling collection data from the CITY hauler and/or the local transfer station. The City will provide reasonable assistance to GC in its efforts to obtain this data. Subject thereto, GC shall provide the CITY with a quarterly assessment report detailing the progress of the public space recycling program. Twelve (12) months from the Effective Date, GC shall provide the CITY with a written assessment of the overall progress of the public space recycling program. This report shall provide suggested recycling goals based upon prior collection data and make recommendations for (i) the relocation of existing recycling stations; (ii) placement of additional recycling stations; and (iii) additional Green Team initiatives (as described above). A second assessment report shall be provided two (2) years

after the initial installation of recycling stations and each year thereafter. GC shall honor the CITY'S commitment to a greener community by awarding the CITY with our "Greener Certification."

**XIII. ACCESS AND USE OF CITY PROPERTY**

The CITY shall provide GC and its employees, agents and subcontractors with full access to and the reasonable use of CITY property for the purpose of performing the services hereunder, including but not limited to the delivery and installation of recycling stations, installation of advertising and maintenance, repair, replacement and removal of recycling stations from time to time. The CITY shall notify GC if identification cards, permits, parking passes and the like are required for GC to access the CITY property and to implement the Public Space Recycling Program in accordance with this Agreement, and same will be provided by the CITY to GC at no cost to GC.

**XIV. INSURANCE**

GC shall purchase and maintain for the term of this Agreement and any renewals a commercial general liability insurance policy providing for coverage of all operations and liability assumed under this Agreement having a limit at least \$1,000,000.00 for each occurrence and \$2,000,000.00 in the aggregate and naming the CITY as an additional insured under the policy, from an insurance carrier reasonably approved by the CITY. At least five (5) days before the Initial Installation, GC shall provide the CITY with proof of coverage.

**XV. TERMINATION**

- a. In the event that either party materially or repeatedly defaults in the performance of any of its duties or obligations set forth in this Agreement, the other party shall give notice ("Notice of Default") to the defaulting party specifying the nature of the default and if same is not substantially cured within thirty (30) days after receipt of the Notice of Default, the party not in default may deliver a "Notice of Termination" specifying the date of termination, which shall not be less than thirty (30) days after the defaulting parties receives the Notice of Termination.
- b. GC may terminate this Agreement on thirty (30) days prior notice if, in GC's sole discretion, advertising sales are insufficient to warrant continuation of the CITY Public Space Recycling Program or the recycling stations are subjected to consistent and repeated vandalism or misuse.
- c. Either party may terminate this Agreement on thirty (30) days prior notice in the event the other party becomes the subject of any voluntary or involuntary bankruptcy, receivership or other insolvency proceedings or makes an assignment or other arrangement for the benefit of creditors.
- d. GC shall not be liable for any damages for failure to perform if such failure arises from circumstances beyond the control and without the fault or negligence of GC. These circumstances include but are not limited to (1) acts of God or of the public enemy, (2) acts of governmental bodies other than the CITY, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) labor strikes (8) freight

embargoes, or (9) unusually severe weather. The time of performance of GC's obligations under this Agreement shall be extended by such period of enforced delay; provided, however, that such reasonably extended time period shall not exceed sixty (60) days. If the foregoing circumstances result in a delay greater than sixty (60) days, GC may terminate the Agreement in whole or in part on notice to the CITY. The notice of termination shall specify the effective date of termination and if GC terminates part of the Agreement, the notice shall specify the locations of all recycling stations which are subject to that termination. On the effective date of the termination, GC shall terminate all work and take all reasonable actions to mitigate expenses as to the terminated locations. GC shall submit to the CITY written documentation adequately substantiating its Capital Investment. The CITY agrees that GC may deduct such Capital Investment from any Program Incentives due or to become due to the CITY. The phrase "Capital Investment" shall mean any and all monies spent or financial obligations incurred to acquire the recycling stations installed pursuant to this Agreement, amortized monthly over the ten (10) years as to the Initial Installation and as to any additional installation, amortized monthly over the amount of time remaining under the full term of the Agreement calculated from the time of each additional installation, so that the CITY shall be responsible for the Unamortized Period, plus Operating Costs incurred during the Unamortized Period. "Unamortized

Period” means the period commencing with the early termination date through the end of the full term of the Agreement as set forth in paragraph I. “Operating Costs” means actual costs incurred by GC to satisfy its obligations under the Agreement for insurance coverage, and cleaning, maintenance, repair and removal of recycling stations.

**XVI. GOVERNING LAW**

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

**XVII. NO ORAL MODIFICATION, WAIVER, CAPTIONS**

This Agreement may not be altered, amended or modified except by a written instrument, signed by authorized representatives of each party. If either party fails to enforce this Agreement or to insist on performance of any of its terms at any time, that failure is not a waiver of either party’s right to later enforce that term of the Agreement. The Agreement and all of its terms shall remain in full force and effect. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, in whole or in part, such provisions shall be modified to the minimum extent necessary to make it legal, valid and enforceable, and the remaining provisions shall not in any way be affected or impaired. All caption/section headings used herein are for convenience only and no meaning or import shall be ascribed to them.

**XVIII. ASSIGNMENT**

Neither the CITY nor GC shall assign or transfer its interest or obligations under this Agreement to any third party, without the written consent of the other. GC shall have the right to assign its obligations and rights under this Agreement to any

successor resulting from a merger, or in connection with a sale of all or substantially all of the assets of GC; provided, however, that GC provides the CITY with an executed form of assignment and assumption evidencing the successor in interest's assumption of liability for the full and faithful performance of all the terms, covenants, conditions and provisions under this Agreement.

**XIX. ENTIRE AGREEMENT**

This Agreement sets forth the entire Agreement between the parties with regard to the subject matter of the agreement. No other agreements, representatives or warranties have been made by either party to the other with respect to the subject matter of this Agreement.

**XX. SEVERABILITY**

If any of the provisions of this Agreement are found or deemed by a Court of competent jurisdiction to be invalid, or unenforceable, they shall be considered severable from the remainder of this Agreement and shall not cause the remainder to be invalid or unenforceable.

**XXI. NOTICE**

Unless otherwise specified, all notices, communications and consents required by this Agreement shall be given or served in writing and forwarded by facsimile, with proof of service retained, and certified mail, return receipt requested, to:

For the CITY:           City Manager  
                                  City of Sandusky  
                                  222 Meigs Street  
                                  Sandusky, Ohio 44870  
                                  Fax: 419-627-5825

With a copy to:       Law Director  
                                  City of Sandusky

222 Meigs Street  
Sandusky, Ohio 44870  
Fax: 419-627-5912

For GC: Aaron Klein, Member  
Greener Corners, LLC  
301 Route 17 North, Suite 800  
Rutherford, New Jersey 07070  
Fax: 866-991-3648

The date of receipt of all notices, communications and consents shall be the date of facsimile as long as proof of sending is provided, if not, the date of receipt shall be the date of receipt via certified mail.

**XXII. POST CONTRACT PROCEDURES**

Upon termination or expiration of this Agreement, without renewal, GC and the CITY shall cooperate in any transition of the services and equipment provided under this Agreement. GC shall remove all recycling stations within thirty (30) days of termination or expiration of this Agreement. GC and the CITY shall coordinate the final collection of recyclables and waste by the CITY or its hauler so that all recyclables and waste are collected from the stations prior to their removal. If GC is required to collect and/or transport recyclables or waste to the local transfer station in order to effect its timely removal of recycling stations, the CITY shall reimburse GC for all costs associated therewith and GC may apply such costs against and/or withhold payment of any Program Incentives due or to become due to the CITY until such time as GC receives such reimbursement. The provisions of this Section shall survive the termination or expiration of this Agreement.

**WITNESSES:**

**CITY OF SANDUSKY:**

---

DONALD C. ICSMAN

City Manager

---

WITNESSES:

GREENER CORNERS, LLC

---

\_\_\_\_\_  
Aaron Klein, Member

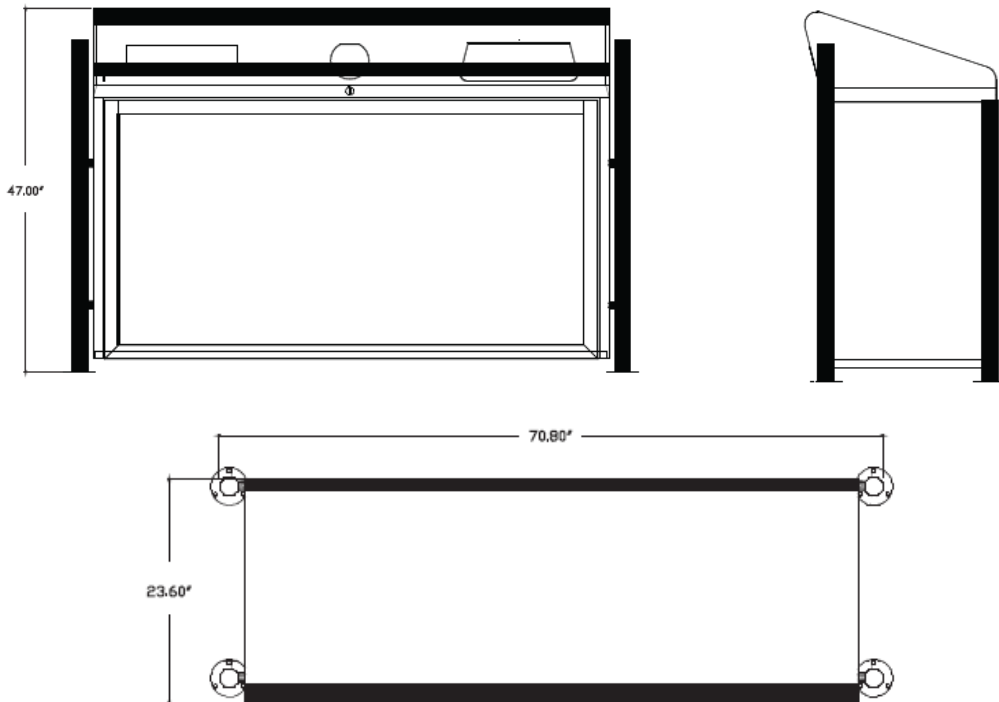
---

Approved as to Form:

---

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

**EXHIBIT "A"**



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

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ESTABLISH TERMS AND CONDITIONS FOR THE PRESENTATION OF OHIO BIKE WEEK BY ADVANTAGE ENTERTAINMENT LLC FROM 2:00 P.M. ON JUNE 8, 2011, TO 5:00 P.M. ON JUNE 12, 2011, FOR THE EVENT AREA, AND FURTHER AUTHORIZING THE CITY MANAGER TO TAKE SUCH ACTIONS AS ARE DEEMED NECESSARY AND PROPER TO IMPLEMENT THE PRESENTATION OF OHIO BIKE WEEK IN THE CITY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

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 authorize the establishment of terms and conditions before the presentation of Ohio Bike Week begins on June 8, 2011; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the 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 and the Police Chief and Fire Chief are authorized and directed to establish the terms and conditions for the use of a certain portion of the Downtown Business District bounded by Adams Street on the south, Decatur Street on the west, Shoreline Drive on the north, and Hancock Street on the east, hereinafter referred to as the "Event Area", during the period commencing on 2:00 p.m., June 8, 2011, and ending at 5:00 p.m. on June 12, 2011, for the presentation of Ohio Bike Week.

Section 2. The City Manager and the Police Chief and Fire Chief are authorized and directed to establish the terms and conditions for the use of the City's parking lot on Jackson Street located directly behind the Sandusky State Theatre prior to the presentation of Ohio Bike Week and commencing on 2:00 p.m., June 7, 2011, and continuing through the presentation of Ohio Bike Week ending at 5:00 p.m. on June 12, 2011.

Section 3. The City Manager and the Police Chief and Fire Chief are authorized and directed to take such actions as are, in their opinion, necessary and proper to implement the presentation of the Ohio Bike Week celebration in the Event Area, notwithstanding certain provisions of the Codified Ordinances of the City of

Sandusky, including but not limited to the applicable Chapters contained in Part Three - Traffic Code including Sections 311, 351, 371, 373, 375, and 377; applicable Chapters contained in Part Seven - Business Regulation Code, including Sections 731, 735, 741 and 753; applicable Chapters contained in Part Nine - Streets, Utilities and Public Services including Section 905.16; and any other provisions of the Codified Ordinances of the City of Sandusky that may inhibit the orderly and safe presentation of Ohio Bike Week.

Section 4. The following are in effect during Ohio Bike Week for the period commencing on 2:00 p.m., June 8, 2011, to 5:00 p.m. on June 12, 2011:

- a. Notwithstanding any provisions of the Codified Ordinances of the City of Sandusky, no person shall open-fire cook or use open-fire cooking devices, such as charcoal grills, gas grills, hibachi-type grills, or any other device that incorporates open flames, on public property in the Event Area except vendors or persons who are associated with and authorized by Advantage Entertainment LLC to participate in Ohio Bike Week.
- b. Notwithstanding any provisions of the Codified Ordinances of the City of Sandusky, no person shall sell wares or services, including but not limited to such items as food of any kind, soft drinks, alcoholic beverages, novelties, souvenirs, T-shirts, hats, photography nor distribute any handbills, coupons, or product samples on public property in the Event Area except existing business owners / operators within the Event Area who are selling or offering for sale wares and services currently sold or offered for sale by the business owner / operator in the ordinary course of their business, and vendors or persons who are associated with and authorized by Advantage Entertainment LLC to participate in Ohio Bike Week within the Event Area.
- c. Notwithstanding any provisions of the Codified Ordinances of the City of Sandusky, no person, unless authorized by the Chief of the Sandusky Police Department, shall possess or bring to the Event Area described in Section 1 any poles, sticks or clubs made of any rigid material or any other instrument, device or thing that is capable of inflicting serious physical harm, that is designed or specifically adapted for use as a weapon, or that is possessed, carried or used as a weapon, except that such prohibition imposed by this Section shall not apply to a wooden stick used to elevate or support a sign or banner, provided that such wooden stick is not more than two (2) inches in width or three-quarters (3/4) of an inch in diameter, one quarter (1/4) inch in thickness, and forty (40) inches in length, and where such wooden stick is blunt on both ends. The prohibition in this subsection c. shall not apply to law enforcement officers, vendors or persons associated with and authorized by the Chief of the Sandusky Police Department or to canes, crutches or other similar devices used by persons who are visually or physically impaired.
- d. Notwithstanding any provisions of Chapter 505 of the Codified Ordinances of the City of Sandusky, no person shall take any animal onto public property within the Event Area unless such animal is being or will be used by law enforcement officials engaged in the performance of their duties, a blind person's guide dog or other handicap-assist dog or an animal being used as

part of the presentation of Ohio Bike Week and authorized by the Chief of the Sandusky Police Department.

- e. Notwithstanding any provisions of the Codified Ordinances of the City of Sandusky, no person shall bring onto or ride on public property within the Event Area any bicycle, tricycle, or other type cycle, skateboard, roller skates, in-line skates and mechanical or motorized vehicles, unless specifically authorized by the City Manager.
- f. That the use of sound producing, sound amplifying, musical instruments and other equipment shall be limited to that which is necessary for the production of entertainment authorized by the City Manager and communication of emergency and other necessary or authorized information associated with Ohio Bike Week for the period commencing on 2:00 p.m., June 8, 2011, to 5:00 p.m. on June 12, 2011, within the Event Area.

Section 5. Whoever violates any provision of this Ordinance shall be guilty of violating the Codified Ordinances of the City of Sandusky.

Section 6. 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 7. 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 8. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

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

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

Passed: May 23, 2011

**TO:** Donald C. Icsman, Interim City Manager  
**FROM:** Thomas Schwan, Sandusky Transit Administrator  
**DATE:** May 11, 2011  
**SUBJECT:** Trapeze Software Yearly Support Fee

**ITEM FOR CONSIDERATION:** It is requested that an Ordinance be approved authorizing payment to Trapeze Software for the annual support fee for the period 7/01/2011 through 6/30/2012 in the amount of \$14,100.00.

**BACKGROUND INFORMATION:** The City purchased Trapeze Software for the Sandusky Transit System program in 2000. This software aids the STS dispatchers in scheduling trips and keeps all of the statistics used for STS reporting for the Federal Transit Administration, ODOT, and the National Transit Database. It also tracks trips for local agencies' clients so that STS personnel can complete monthly agency billings for transportation services provided. The Commission may recall that STS discontinued use of Trapeze for approximately three years (2005-2007) and an ordinance was passed in August of 2007 which renewed the City's contract with Trapeze. This contract contained language obligating the City to pay an annual maintenance fee for the software.

Trapeze Software provides 24-hour-a-day, 7-day-a-week support service for the transit system. They also provide periodic updates to the system. These services are all covered by the yearly maintenance fee.

**BUDGETARY INFORMATION:** The total cost for the annual support fee is \$14,100.00 and will be paid with funds from the Sandusky Transit System budget. There will be no impact on the City's General Fund.

**ACTION REQUESTED:** It is requested legislation be approved authorizing payment in the amount of \$14,100.00 to Trapeze Software for the annual support fee for the period 7/1/2010 through 6/30/2011. It is also requested that the legislation be passed under the suspension of the rules in accordance with Section 14 of the City Charter to allow payment to be made as soon as possible.

---

Thomas Schwan, Transit Administrator

I concur with this recommendation:

---

Donald Icsman, Acting City Manager

---

Todd Roth, Director of PED

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

AN ORDINANCE AUTHORIZING AND DIRECTING PAYMENT TO TRAPEZE SOFTWARE GROUP, INC., OF DALLAS, TEXAS FOR THE ANNUAL SOFTWARE SUPPORT AND MAINTENANCE FEE FOR THE PERIOD 7/1/2011 THROUGH 6/30/2012; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City purchased Trapeze software in 2000 that was utilized by the Sandusky Transit System program until it was discontinued in 2005; and

WHEREAS, in 2007, City staff recommended the reinstatement of the Trapeze software and this City Commission approved an amendment to the software license and maintenance agreements with Trapeze for use by the Sandusky Transit System by Ordinance No. 07-473, passed on August 13, 2007, which included an annual software support and maintenance fee; and

WHEREAS, this software assists STS dispatchers in scheduling trips and maintains statistical information used for STS reporting to the Federal Transit Administration, Ohio Department of Transportation and the National Transit Database, along with tracking local agencies' clients which assists STS personnel to complete monthly agency billings for transportation services; and

WHEREAS, Trapeze Software Group provides a 24-hour-a-day, 7-day-a-week support service and periodic system updates as part of the services included in the annual software support and maintenance agreement; and

WHEREAS, the cost for the annual software support and maintenance fee for the period 7/1/2011 through 6/30/2012 is \$14,100.00 and will be paid with funds from the Sandusky Transit System's budget; 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 Trapeze Software Group, Inc. as soon as possible as the service period begins July 1, 2011; and

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

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

Section 1. This City Commission hereby authorizes and directs the City Manager and/or Finance Director to make payment to Trapeze Software Group, Inc., of Dallas, Texas in an amount not to exceed Fourteen Thousand One Hundred and 00/100 Dollars (\$14,100.00) for the annual software support and maintenance fee for the period 7/1/2011 through 6/30/2012.

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: May 23, 2011

May 9, 2011

MEMORANDUM

**To: Donald C. Icsman, Acting City Manager**  
**From: Paul E. Ricci, Fire Chief**  
**RE: Commission Agenda Item**

**ITEM FOR CONSIDERATION:** Legislation authorizing the disposal of a surplus 14' Aluminum Rescue Boat and Trailer to be donated to the Maritime Museum of Sandusky.

**BACKGROUND INFORMATION:** The Sandusky Fire Department utilized two small rescue boats for water related operations. A 12' Zodiac Inflatable was taken out of service two years ago due to cost of repair and sold in the auction. It was not replaced. The 14' Aluminum rescue boat and trailer has served the City of Sandusky Fire Department for many years and it has been determined by the Fire Chief that this boat and trailer no longer meets the operational needs of the department. The two small rescue boats are being replaced with one 15' inflatable multi-use boat and trailer

It has been determined by the Sandusky Fire Department staff that this vessel and trailer has no estimated value other than a scrap value.

There has been a request from the Maritime Museum of Sandusky to donate the 14' Aluminum Rescue Boat and trailer to the museum for display.

**BUDGET INFORMATION:** Through community unity and support the 14' Aluminum Boat and trailer was donated to Sandusky Fire Department, therefore it is our intent to give back to the community by donating this vessel to the Maritime Museum of Sandusky. There will be no proceeds from the donation of this vessel.

**ACTION REQUESTED:** It is requested that the proper legislation be prepared authorizing the donation of the 14' Aluminum Rescue Boat and Trailer which has been determined to be surplus and unnecessary for the City's use pursuant to Section 25 of the City Charter, to the Maritime Museum of Sandusky. In order to benefit from the tourist season that is quickly approaching, the Maritime Museum of Sandusky is in the planning stages of their summer exhibits. Therefore, it is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter.

Approved

I concur with this recommendation

---

Paul E. Ricci, Fire Chief

---

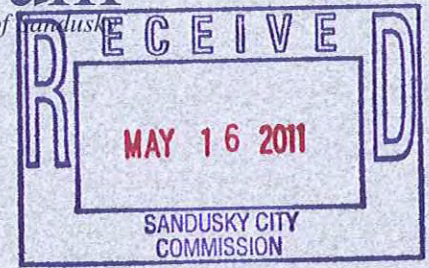
Donald C. Icsman, Acting City Manager



# Maritime Museum

of Sandusky

125 Meigs Street  
Sandusky, Ohio 44870  
419-624-0274 • Fax: 419-627-1563  
e-mail: [smmuseum@accsandusky.com](mailto:smmuseum@accsandusky.com)



## TRUSTEES

Neil Bauman  
David Blevins  
Ned Bromm  
Douglas J. Brown  
Janet Buck  
Dennis Byington  
Dan Gardner  
Mark Gross  
Tony Guerra  
Dean Howman  
Lee Jewett  
Gene Kidwell  
Carl McGookey  
Jim Miller  
Holly Miller  
Michael Muhn  
Robert Runner  
William Semans  
James Sharpe  
Dan Shepherd  
George Steinemann  
Robert Swanson  
Michael Thuemmler  
Joan VanOfferen  
Louis Wagner  
William Waldoek  
Ken Watt  
Norm Winkel  
Craig Wood

## DIRECTOR

Neil J. Allen

May 14, 2011

Sandusky City Commission  
222 Meigs Street  
Sandusky, Ohio 44870

Dear City Commissioners:

The Maritime Museum of Sandusky respectfully requests the donation of the Sandusky Fire Department's 1960s aluminum search and rescue boat to the museum. The boat will compliment the Steel Clipper Sandusky Fireboat *William O. Bird* on display.

Since 1993 the Sandusky Area Maritime Association, a private non-profit organization, has preserved our maritime heritage for future generations. The museum's exhibits focus on shipwrecks, passenger boats, commercial shipping, ice harvesting, commercial fishing, recreational boating and the boats of Sandusky's Underground Railroad.

The donation of the search & rescue boat to the museum will guarantee its preservation for the community. In 2010, nearly 10,000 visitors tour the Maritime Museum of Sandusky, while an additional 18,000 people attended the museum's educational programs and special events. Visitors include area students, scouts, senior citizens and families.

Thank you for your consideration of this request.

Sincerely,

Neil Allen  
Director

cc: Chief Paul Ricci

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

A RESOLUTION AUTHORIZING THE DISPOSAL OF A FOURTEEN (14) FOOT ALUMINUM RESCUE BOAT AND TRAILER AS BEING UNNECESSARY AND UNFIT FOR CITY USE, APPROVING THEIR DONATION TO THE MARITIME MUSEUM OF SANDUSKY; AND DECLARING THAT THIS RESOLUTION TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Sandusky Fire Department has a fourteen (14) foot aluminum rescue boat and trailer that has served the Sandusky Fire Department for many years and the Fire Chief has determined that this boat no longer meets the operational needs of the department; and

WHEREAS, the Maritime Museum of Sandusky has requested that the Sandusky Fire Department donate the boat and trailer to the museum for display; 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 provide the boat and trailer to the Maritime Museum of Sandusky at the earliest opportunity as the tourist season is quickly approaching and they are planning for their summer exhibits; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Fire Department, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio, finds that an emergency exists regarding the aforesaid, and that it is advisable that this 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 finds and determines that the fourteen (14) foot aluminum rescue boat and trailer are unnecessary and unfit for City use pursuant to Section 25 of the City Charter and authorizes and directs the City Manager to dispose of the fourteen (14) foot aluminum rescue boat and trailer by donating them to the Maritime Museum of Sandusky.

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

Section 3. 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 4. That for the reasons set forth in the preamble hereto, this Resolution

is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

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

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

Passed: May 23, 2011

May 17, 2011

MEMORANDUM

TO: Donald C. Icsman, Acting City Manager  
FROM: James Lang, Interim Police Chief  
RE: Commission Agenda Item

**ITEM FOR CONSIDERATION:** Requesting legislation for the approval and ratification of the submission of a grant application to the U.S. Department of Justice, Office of Community Oriented Policing Services, COPS Hiring Program FY2011 for the Sandusky Police Department in the amount of \$391,583.40.

**BACKGROUND INFORMATION:** Over the past decade the police department has seen a substantial reduction in staffing and at the same time an increase in activity. With the increase of activity this poses a risk to all of our citizens.

The grant would pay for 100% salary and fringes for 3 years which would allow us to hire two additional officers. These positions must be above the sworn level of 47 officers.

This City Commission was notified of this grant opportunity at the City Commission meeting on May 9, 2011, and authorized the submission of the application.

**BUDGETARY INFORMATION:** The total grant amount requested is **\$391,583.40**. This grant if awarded is 100% funded with no matching monies for the first 3 years; after the grant runs out (4<sup>th</sup> year) the City must retain the two hired officers for 12 months at the cities expense in the amount of **\$130,527.80**. There is also some additional cost involved with hiring these officers such as uniforms and physicals.

**ACTION REQUESTED:** It is requested that the proper legislation be prepared to allow for the approval and ratification of the submission of the grant application to the U.S. Department of Justice, Office of Community Oriented Policing Services, COPS Hiring Program FY2011 in the amount of **\$391,583.40**. It is further requested that this be passed to take immediate effect in accordance with Section 14 of the City Charter in order to ratify the submission of the application which was submitted before the deadline of May 25, 2011.

Approved:

I concur with this recommendation:

\_\_\_\_\_  
Paul E. Ricci, Fire Chief

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

Cc: Hank Solowiej, Finance Director

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

A RESOLUTION APPROVING AND RATIFYING THE GRANT APPLICATION SUBMITTED TO THE U.S. DEPARTMENT OF JUSTICE (DOJ), OFFICE OF COMMUNITY ORIENTED POLICING SERVICES (COPS) FOR FY 2011 COPS HIRING PROGRAM (CHP) GRANT FUNDS AND, IF AWARDED, AUTHORIZING THE CITY MANAGER TO EXECUTE ANY REQUIRED AGREEMENTS; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the COPS Hiring Program (CHP) grant provides funding directly to law enforcement agencies having primary law enforcement authority to impact their community policing capacity and problem solving efforts and for the hiring and rehiring of career law enforcement officers; and

WHEREAS, the Sandusky Police Department recently submitted a grant application to the U.S. Department of Justice, Office of Community Oriented Policing Services (COPS) for FY 2011 COPS Hiring Program (CHP) grant funds in the amount of \$391,583.40; and

WHEREAS, the COPS Hiring Program (CHP) grant provides 100 percent funding for salaries and fringe benefits for three (3) years for newly-hired, full-time officer positions and if awarded these funds would allow the City to hire two (2) additional police officers; and

WHEREAS, there is no local match requirement but at the conclusion of the grant funding, the City must retain the officer positions awarded under the COPS Hiring Program (CHP) grant for a minimum of one (1) year and the cost to the City for retaining the officer positions for one (1) year would be \$130,527.80 plus costs for uniforms and physicals; 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 ratify the submission of the application to the U.S. Department of Justice, Office of Community Oriented Policing Services (COPS) for FY 2011 COPS Hiring Program (CHP) grant funds which was submitted prior to the due date of May 25, 2011; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Police 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 **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 and ratifies the submission of the grant application to the U.S. Department of Justice, Office of Community Oriented Policing Services (COPS), a copy of which is on file in the Sandusky Police Department, for FY 2011 COPS Hiring Program (CHP) grant funding and authorizes and directs the City Manager to execute any grant agreements and lawfully expend funds should they be awarded.

Section 2. If any section, phrase, sentence, or portion of this Resolution is for any reason held invalid or unconstitutional by any Court of competent jurisdiction,

such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 3. 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 4. That for the reasons set forth in the preamble hereto, this Resolution is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

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

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

Passed: May 23, 2011