SANDUSKY CITY COMMISSION
REGULAR SESSION AGENDA
February 27, 2017 at 5 p.m.
City Hall, 222 Meigs Street

INVOCATION	**G. Lockhart**
PLEDGE OF ALLEGIANCE	
CALL TO ORDER	
ROLL CALL	**D. Brady, N. Twine, G. Lockhart, D. Murray, N. Lloyd, W. Poole, D. Waddington**
APPROVAL OF MINUTES	**February 13, 2017**
PRESENTATION	**Bethany Copp, Harbour Creek Designs** "Be A Pioneer" Bicentennial Video Series **Chief Dave Degnan** Recognition of Police Officers Gardin & Cruz
AUDIENCE PARTICIPATION	
PUBLIC HEARING	
COMMUNICATIONS	**Motion to accept all communications submitted below**
CURRENT BUSINESS	

CONSENT AGENDA ITEMS

A. Submitted by Justin Harris

AMENDMENTS TO MAKEUP OF CITY BOARDS & COMMISSIONS

Budgetary Information: There is no impact to the general fund.

I. **ORDINANCE NO. _____:** It is requested an ordinance be passed amending Part One (Administrative Code), Title Seven (Boards and Commissions), Chapter 155 (Fair Housing Board) and Chapter 159 (ADA Advisory Board) of the Codified Ordinances of the City of Sandusky, in the manner and way specifically set forth hereinbelow; and declaring that this ordinance shall take effect under suspension of the rules as contained in and in accordance with Section 13 of the City Charter.

II. **ORDINANCE NO. _____:** It is requested an ordinance be passed amending Part One (Administrative Code), Title Five (Officers and Departments), Chapter 145 (Employee Provisions), Section 145.05 (b) (Monthly salary ranges administrative, confidential, management, supervisory, judicial and professional), of the Codified Ordinances of the City of Sandusky, in the manner and way specifically set forth hereinbelow; and declaring that this ordinance shall take effect under suspension of the rules as contained in and in accordance with Section 13 of the City Charter.

III. **ORDINANCE NO. _____:** It is requested an ordinance be passed amending Part One (Administrative Code), Title Seven (Boards and Commissions), Chapter 181 (Audit/Finance Committee), Section 181.01 (creation; members) of the Codified Ordinances of the City of Sandusky, in the manner and way specifically set forth hereinbelow; and declaring that this ordinance shall take effect under suspension of the rules as contained in and in accordance with Section 13 of the City Charter.

IV. **ORDINANCE NO. _____:** It is requested an ordinance be passed amending Part Eleven (Planning and Zoning Code), Title One (Zoning Administration), Chapter 1111 (Board of Zoning Appeals), Section 1111.01 (Organization and Procedure), of the Codified Ordinances of the City of Sandusky, in the manner and way specifically set forth hereinbelow; and declaring that this ordinance shall take effect under suspension of the rules as contained in and in accordance with Section 13 of the City Charter.

V. **RESOLUTION NO. _____:** It is requested a resolution be passed authorizing the elimination of the Downtown Parking Committee; and declaring that this ordinance shall take effect under suspension of the rules as contained in and in accordance with Section 13 of the City Charter.

VI. **ORDINANCE NO. _____:** It is requested an ordinance be passed amending Part Thirteen (Building Code), Title One (Building Administration), Chapter 1313 (Electrician Examining Board), of the Codified Ordinances of the City of Sandusky in the manner and way specifically set forth hereinbelow; and declaring that this ordinance shall take effect under suspension of the rules as contained in and in accordance with Section 13 of the City Charter.

VII. **ORDINANCE NO. _____:** It is requested an ordinance be passed amending Part Fifteen (Fire Prevention Code), Chapter 1501 (Ohio Fire Code), Section 1501.07 (Fire Prevention Board of Appeals), of the Codified Ordinances of the City of Sandusky, in the manner and way specifically set forth hereinbelow; and declaring that this ordinance shall take effect under suspension of the rules as contained in and in accordance with Section 13 of the City Charter.

VIII. **ORDINANCE NO. _____:** It is requested an ordinance be passed amending Part Thirteen (Building Code), Title One (Building Administration), Chapter 1315 (Plumber Examining Board) of the Codified Ordinances of the City of Sandusky, in the manner and way specifically set forth hereinbelow; and declaring that this ordinance shall take effect under suspension of the rules as contained in and in accordance with Section 13 of the City Charter.

IX. **ORDINANCE NO. _____:** It is requested an ordinance be passed amending Part Thirteen (Building Code), Title One (Building Administration), Chapter 1309 (Residential Building Code Board of Appeals), Section 1309.01 (Establishment; Members; Procedures), of the Codified Ordinances of the City of Sandusky, in the manner and way specifically set forth hereinbelow; and declaring that this ordinance shall take effect under suspension of the rules as contained in and in accordance with Section 13 of the City Charter.

X. **ORDINANCE NO. _____:** It is requested an ordinance be passed repealing Part One (Administrative Code), Title Seven (Boards and Commissions), Chapter 173 (Sandusky Youth Commission) of the Codified Ordinances of the City of Sandusky; and declaring that this ordinance shall take effect under suspension of the rules as contained in and in accordance with Section 13 of the City Charter.

XI. **RESOLUTION NO. _____:** It is requested a resolution be passed authorizing the elimination of the Enterprise Zone Tax Abatement Negotiating Board and the Tax Incentive Negotiating Committee; and declaring that this ordinance shall take effect under suspension of the rules as contained in and in accordance with Section 13 of the City Charter.

B. Submitted by Dave Degnan, Fire Chief

PURCHASE OF SIX SETS OF MORNING PRIDE TAILS TURNOUT GEAR FROM WARREN FIRE EQUIPMENT, INC.

Budgetary Information: The total amount of this expenditure is $16,758 with each set costing $2,793. This purchase will be paid with monies from the EMS fund.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to purchase six Morning Pride Tails turnout gear, fire coat and pant sets through the State of Ohio, Department of Administrative Services, Cooperative Purchasing program from Warren Fire Equipment, Inc., of Warren, Ohio, for use in the Fire Department; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

C. Submitted by Aaron Klein, Director of Public Works

CHANGE ORDER #1 – BIWW PAC SYSTEM IMPROVEMENTS FOR ALGAL TOXIN PLANT OPTIMIZATION PROJECT *(TIME EXTENSION ONLY)*

Budgetary Information: Change Order #1 is for a time extension only. There is no budgetary impact.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to approve the first change order for work to be performed by Mosser Construction, Inc., of Fremont, Ohio, for the Big Island Water Works new powder activated carbon system improvements and fluorescence equipment for the algal toxin plant optimization project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

D. Submitted by Aaron Klein, Director of Public Works

CONSENT TO ODOT FOR COMPLETION OF SYSTEMATIC SIGN REPLACEMENT, FY 208

Budgetary Information: No funds are required from the city. However, if the city request to add construction items to the project, one hundred percent of those costs would be the responsibility of the city. The city does not anticipate requesting any additional items at this time.

RESOLUTION NO. _____: It is requested a resolution be passed adopting the consent legislation submitted by the Director of the Ohio Department of Transportation for their D03 systematic sign replacement FY 2018 project, PID #98519; authorizing and directing the City Manager to sign the consent legislation and to execute any necessary contracts with the Director of Transportation to complete the project; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the City Charter.

E. Submitted by Kelly Kresser, City Commission Clerk

ANNUAL CODIFICATION WITH WALTER H. DRANE COMPANY

Budgetary Information: The cost of the revisions for the codification supplements and updating the code on the internet for 2016 will be taken from the contractual services line item in the Commission's budget (50%), sewer funds (25%), and water funds (25%). This item is appropriated each year.

ORDINANCE NO. _____: It is requested an ordinance be passed approving current replacement pages to the Sandusky Codified Ordinances for the period of January 1, 2016 through December 31, 2016; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

F. Submitted by Brad Link, Public Service Director

REFUSE/RECYCLING COLLECTION FOR CITY PROPERTY

Budgetary Information: The cost of refuse and recycling pickup and disposal is paid through the general fund, recreation fund and water fund based on the usage (number of pickups per week and the container size). It is recommended the city enter into a two-year agreement for a total not to exceed $89,466.51.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a contract with Republic Services of Sandusky, Ohio, for refuse/recycling collection on city property for the period of March 1, 2017 through February 28, 2019; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

G. Submitted by Victoria Kurt, Recreation Superintendent

AMENDMENT TO ORDINANCE FOR ERIE BLACKTOP FIELD FENCE REPLACEMENT PROJECT

Budgetary Information: The quoted cost of the project is $19,193 and will be paid with the monetary donation received from Erie Blacktop and the monetary donations raised from Leadership Erie County Class of 2016 totaling $17,212.02, Mylander Foundation – Citizens Wealth Management donation account totaling $1,763, and the Recreation account totaling $217.98.

ORDINANCE NO. _____: It is requested an ordinance be passed amending Ordinance #17-024 passed on February 13, 2017, expending funds for the purchase and installation of fencing for the Erie Blacktop Field fence replacement project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

H. Submitted by Brad Link, Public Services Director

CONTRACT WITH REPUBLIC SERVICES FOR 2017 YARD WASTE COLLECTION SERVICES

Budgetary Information: Based on service for one day per week pickup at $10.80 per home, per month, and a contract for nine months, the estimated amount for the 2017 yard waste collection service is $62,694 based on last year's figure of 645 customers. This amount is subject to change due to additions and deletions of customers to the program. The cost of the service will be charged back to the customers in addition to a charge of $.50 per month for administrative costs.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a contract with Browning Ferris Industries of Ohio, Inc., dba Republic Waste Services of Sandusky, Ohio, for the 2017 yard waste collection service which is available for the period of April 1, 2017 through December 31, 2017; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

REGULAR AGENDA ITEMS

ITEM #1 – Submitted by Justin Harris, Law Director

AMENDMENT TO MAKEUP OF AND COMMISSIONS

Budgetary Information: There is no impact to the General Fund.

a) **ORDINANCE NO. _____:** It is requested an ordinance be passed amending Section 4 of Ordinance No. 02-155 establishing the Bayfront Corridor Committee, in the manner and way specifically set forth hereinbelow; and declaring that this ordinance shall take effect under suspension of the rules as contained in and in accordance with Section 13 of the City Charter.

b) **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 187 (Economic Development Incentive Committee), of the Codified Ordinances, in the manner and way specifically set forth hereinbelow; and declaring that this ordinance shall take effect under suspension of the rules as contained in and in accordance with Section 13 of the City Charter.

c) **ORDINANCE NO. _____:** It is requested an ordinance be passed amending Part One (Administrative Code), Title Seven (Boards and Commissions), Chapter 157 (Human Relations Commission) of the Codified Ordinances of the City of Sandusky, in the manner and way specifically set forth hereinbelow; and declaring that this ordinance shall take effect under suspension of the rules as contained in and in accordance with Section 13 of the City Charter.

d) **ORDINANCE NO. _____:** It is requested an ordinance be passed amending Part One (Administrative Code), Title Seven (Boards and Commissions), Chapter 161 (Planning Commission), and Part Eleven (Planning and Zoning Code), Title Five (Additional Zoning Requirements), Chapter 1161 (Landmark Preservation), Section 1161.03 (Establishment of Landmark Commission) of the Codified Ordinances of the City of Sandusky, in the manner and way specifically set forth hereinbelow; and declaring that this ordinance shall take effect under suspension of the rules as contained in and in accordance with Section 13 of the City Charter.

ITEM #2 – Submitted by Matt Lasko, Chief Development Officer

CURBSIDE PLACEMENT OF REFUSE/RECYCLING CONTAINERS

Budgetary Information: There is no budgetary effect on the proposed amendment to Chapter 955 of the City of Sandusky Codified ordinances.

ORDINANCE NO. _____: It is requested an ordinance be passed amending Part Nine (Streets, Utilities and Public Services Code), Title Five (Other Public Services), Chapter 955 (Solid Waste Disposal) Section 955.15 (Limitations on curbside placement) of the codified ordinances of the City of Sandusky in the manner and way specifically set forth hereinbelow.

ITEM #3 – Submitted by Matt Lasko, Chief Development Officer

PURCHASE & SALE AGREEMENT WITH BORN AGAIN SALVAGE, LLC

Budgetary Information: The city will be responsible for incurring approximately $150,000 in acquisition related expenses, assuming release of all contingencies to be paid by the capital fund and financed with the city's various purpose note renewal.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a purchase and sale agreement to purchase the former American Crayon property located at 1706 Hayes Avenue and identified as Parcel #57-01278.000; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM #4 – Submitted by Angela Byington, Planning Director

CDBG FY 2016 RESIDENTIAL DEMOLITION PROJECT #2

Budgetary Information: The project cost based on the bid, including advertisement and miscellaneous costs is $54,170. This project will be paid for with $43,670 of FY 2016 Community Development Block Grant funds and $10,500 of insurance fire funds.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a contract with Ed Burdue & Company., LLC, of Sandusky, Ohio, for the CDBG FY 2016 residential demolition project #2; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM #5 – Submitted by Maria Muratori, Development Specialist

AMENDMENT TO GRANT AGREEMENT WITH DALY'S

Budgetary Information: The city will be responsible for providing $31,618.80 (an increase of $2,353.80) in grant proceeds from the economic development capital projects fund on a reimbursable basis at the completion of the project.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and approving an amendment to the grant agreement with Daly's, Ltd., in relation to the property located at 104 – 110 Columbus Avenue; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM #6 – Submitted by Marvin Ranaldson, Transit Administrator

SERVICE AGREEMENT WITH FIRST TRANSIT, INC. FOR SANDUSKY TRANSIT SYSTEM

Budgetary Information: STS operations and administration are funded by the Federal Transit Administration, State of Ohio, local contributing agencies, local contributing private entities, the daily farebox collections and the city's general fund. The city has agreed upon a normalized service per hour rate of $32.98 for 2017.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a transportation services agreement between the City of Sandusky and First Transit, Inc. of Cincinnati, Ohio, in relation to the Sandusky Transit System; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM #7 – Submitted by Brad Link, Public Services Director

PURCHASE OF PLAY EQUIPMENT AND SURFACING FOR FOXBOROUGH PARK

Budgetary Information: This purchase in the amount of $28,084.41 will be paid from the capital projects fund. This project was made possible through Issue 8 funding.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to purchase playground equipment and associated surfacing from David Williams & Associates/ Gametime of Alliance, Ohio, for Foxborough Park.

ITEM #8 – Submitted by Brad Link, Public Services Director

TREE REMOVAL & TRIM PROJECT FOR 2017

Budgetary Information: The cost of the project is $71,868.04 and will be paid from the capital projects fund. This project was made possible through Issue 8 funding.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a contract with Tree Experts of Huron, Ohio, for the 2017 tree removal and trim project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM #9 – Submitted by Aaron Klein, Director of Public Works

CHANGE ORDER #2 FOR BIWW EMERGENCY INTAKE REHAB & CHEMICAL FEED LINE INSTALLATION PROJECT

Budgetary Information: The original contract with Hank's Plumbing & Heating Co., Inc. is for $435,995 and Change Order #1 increased the contract to $443,481.56. Change Order #2 and final, for an additional amount of $13,712.30 will revise the contract amount to $457,193.86. The project is fully funded through the water fund.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to approve the second change order for work being performed by Hank's Plumbing & Heating Co., Inc. of Toledo, Ohio, for the Big Island Water Works emergency intake rehabilitation and chemical feed line installation project in the amount of $13,712.30; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

CITY MANAGER'S REPORT
OLD BUSINESS
NEW BUSINESS
AUDIENCE PARTICIPATION Open discussion on any item (5 minute limit)
EXECUTIVE SESSION(S)
ADJOURNMENT

Buckeye Broadband broadcasts on Channel 76:
Monday, February 27 at 8:30 p.m.
Tuesday, February 28 at 5 p.m.
Monday, March 6 at 8:30 p.m.

YouTube: https://www.youtube.com/channel/UCBxZ482ZeTTixa_Rm16YWTQ

LAW DEPARTMENT
JUSTIN D. HARRIS, LAW DIRECTOR
222 Meigs Street
Sandusky, Ohio 44870
419-627-5852
jharris@ci.sandusky.oh.us

MEMORANDUM

TO: City Commission

FROM: Justin Harris, Law Director

DATE: February 22, 2017

SUBJECT: Agenda Item for February 27th City Commission Meeting / Boards & Commissions

ITEMS FOR CONSIDERATION: Legislation relating to certain City Boards and Commissions.

BACKGROUND INFORMATION: A collaborative review of the city's Boards and Commissions was first initiated by my predecessor, Don Iscman and Commission President Murray. At the request of Commission Murray, and a later request by Commissioner Poole at a City Commission meeting, the law department was directed to revisit the boards and commissions and conduct an independent legal review of the boards and commissions.

On January 5, 2017, Trevor Hayberger, Commissioner Murray, Commissioner Twine, Eric Wobser, Kelly Kresser, and I met to review the extensive research completed regarding the boards and commissions prior to my arrival. Following the meeting, Trevor and I conducted additional research, as well as reviewed both our boards and commissions.

The purpose of the research and review was to look at consolidating where appropriate, providing consistency to the terms where necessary, and determining if the number of members on each was suitable. We also examined which boards, if any, were no longer needed based upon duplicative responsibilities of other boards—or simply obsolete.

BUDGETARY INFORMATION: There is no impact to the General Fund.

ACTION REQUESTED: After extensive research and review, it is recommended the following Boards and/or Commissions be repealed (eliminated), adopted, or amended:

A.D.A. Advisory Board - Amended
Administrative Benefits Review Committee - Amended
Audit / Finance Committee - Amended
Bayfront Corridor Committee - Amended

Board of Zoning Appeals - Amended
Downtown Parking Committee - Eliminated
Economic Development Incentive Committee - Adopted
Economic Development Review Committee - Eliminated
Electrician Examining Board – Amended
Enterprise Zone Tax Abatement Negotiating Board - Repealed
Fair Housing Board - Amended
Fire Prevention Board of Appeals - Amended
Human Relations Commission – Repealed & Adopted Community Relations Commission
Landmark Commission - Amended
Planning Commission - Amended
Plumber Examining Board - Amended
Residential Building Code Board of Appeals - Amended
Revolving Loan Fund Committee – Repealed
Sandusky Youth Commission - Repealed
Tax Inventive Negotiating Committee - Repealed

It is further requested that this legislation be passed under Section 13 of the City Charter to allow the necessary administrative time to make the appropriate appointments to the Boards and Commissions pursuant to the changes.

ORDINANCE NO._____

AN ORDINANCE AMENDING PART ONE (ADMINISTRATIVE CODE), TITLE SEVEN (BOARDS AND COMMISSIONS), CHAPTER 155 (FAIR HOUSING BOARD) AND CHAPTER 159 (A.D.A. ADVISORY BOARD) OF THE CODIFIED ORDINANCES OF THE CITY OF SANDUSKY, IN THE MANNER AND WAY SPECIFICALLY SET FORTH HEREINBELOW; AND DECLARING THAT THIS ORDINANCE SHALL TAKE EFFECT UNDER SUSPENSION OF THE RULES AS CONTAINED IN AND IN ACCORDANCE WITH SECTION 13 OF THE CITY CHARTER.

WHEREAS, these proposed amendments will modify the terms for the members of the A.D.A. Advisory Board and provide for the exercise of the powers, purposes and duties of the Fair Housing Board by the A.D.A. Advisory Board; 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:

NEW LANGUAGE APPEARS IN BOLD PRINT
LANGUAGE TO BE STRICKEN APPEARS WITH A STRIKE THROUGH IT
LANGUAGE TO REMAIN UNCHANGED APPEARS IN REGULAR PRINT

Section 1. Part One (Administrative Code), Title Seven (Boards and Commissions), Chapter 155 (Fair Housing Board) of the Codified Ordinances of the City is hereby amended as follows:

CHAPTER 155
Fair Housing Board

155.01 Establishment; members.
155.02 Powers.

155.01 ESTABLISHMENT; MEMBERS.

There is hereby created a Fair Housing Board which shall consist of **the members of** ~~5 members, each of whom shall be electors of the City, and who shall be appointed by the City Commission. Initially the members of the Board shall be appointed for the following terms: One member shall be appointed for a 1-year term, one member shall be appointed for a 2-year term, one member shall be appointed for a 3-year term, one member shall be appointed for a 4-year term, and one member shall be appointed for a 5-year term, each of said terms to commence concurrently. The successor of each member shall be appointed for a 5-year term, except that persons appointed to fill vacancies on the Board shall be appointed to serve only for the unexpired term. There shall also be appointed 2 alternate members, each to be appointed for a 5-year term, and in the event of the failure or inability of a regular member of the board to fulfill his duties, the chairman shall appoint one of the alternates to act for him as the need to do so occurs. Appointments to fill vacancies shall be made in the same manner in which original appointments are made~~ **the A.D.A. Advisory Board, as established in Chapter 159, and the A.D.A. Advisory Board is authorized to exercise the Fair Housing Board's powers as set forth in this Chapter. The chairman and vice-chairman shall be the same as those designated by the A.D.A. Advisory Board pursuant to Chapter 159.** ~~After being duly constituted, a chairman, vice-chairman, and secretary shall be chosen from among the members of the Board by a majority vote~~. A majority of the Board shall constitute a quorum. The Board may adopt bylaws. The City shall furnish the Board necessary secretarial assistance. ~~(1980 Code 33.035)~~

155.02 POWERS.

The Fair Housing Board shall have the power to:

(a) Engage in conciliation efforts:

(b) Hold hearings to determine whether any provision of this chapter has been violated;

(c) Compel attendance of witnesses;

(d) Administer oaths;

(e) Determine facts;

(f) Issue orders as are necessary to enforce the provisions of Chapter 539 according to Chapter 539 **of the Codified Ordinances of the City of Sandusky**;

(g) Promulgate rules and regulations for its own governance and procedure as are necessary and proper to execute the purposes of Chapter 539.

~~(1980 Code 33.0361)~~

Section 2. Part One (Administrative Code), Title Seven (Boards and Commissions), Chapter 159 (A.D.A. Advisory Board) of the Codified Ordinances of the City is hereby amended as follows:

CHAPTER 159
A.D.A. Advisory Board

159.01 Established; purposes.
159.02 Membership; qualifications.
159.03 Rules.
159.04 Meetings.

159.01 ESTABLISHED; PURPOSES.

There is hereby established an A.D.A (Americans with Disabilities Act of 1990) Advisory Board, the purposes of which shall be:

(a) To assist in the self-evaluation of the services, programs, facilities, policies and procedures of the City to ensure nondiscrimination on the basis of disability;

(b) To make recommendations for corrective measures to provide accessibility for City services, programs and facilities to persons with disabilities; and

(c) To make recommendations to the A.D.A. Coordinator concerning complaints filed with the Coordinator alleging discrimination on the basis of disability.

(d) To exercise all powers, purposes and duties of the Fair Housing Board as set forth in Chapter 155 of the Codified Ordinances.

~~(Ord. 07-005. Passed 1-8-07.)~~

159.02 MEMBERSHIP; QUALIFICATIONS.

(a) The A.D.A. Advisory Board shall consist of seven members, to be appointed by the President of the City Commission and confirmed by a majority of the members of the Commission. Each appointment shall be for a ~~two~~**three (3)** year term, provided, however, that the initial term of three of the members to be appointed for calendar year 2001 shall be for one year only, with all succeeding appointments to be for terms of ~~two~~ **three** years. The President of the City Commission, with confirmation by the City Commission, may make appointments to fill the unexpired portion of any term for which a vacancy arises in mid-term.

(b) Appointment to the A.D.A. Advisory Board as outlined in Section 159.02(a) above shall be preferentially given to qualified residents of the City **and to persons with disabilities as defined by the Americans with Disabilities Act of 1990** . Appointment to the A.D.A. Advisory Board may be extended at the discretion of the President and members of the City

Commission to an otherwise qualified non-resident of the City who possesses the necessary qualifications contained in this section and a demonstrated commitment to the A.D.A. Advisory Board's purposes as contained in Section 159.01(a-c) of this chapter and the Americans With Disabilities Act of 1990. ~~At least three members shall be persons with disabilities as defined by the Americans with Disabilities Act of 1990.~~ The remaining members of the Advisory Board may be persons with disabilities, members of organizations representing persons with disabilities, representatives of the health and medical communities, representatives of the business community, or any other interested citizen of the City.

(c) The City Manager shall designate a City employee to serve as the A.D.A. Coordinator.

(**d**~~c~~) The A.D.A. Coordinator, the Law Director, the Director of ~~Engineering Services~~ **Public Works,** and the ~~Assistant~~ City Manager or their designee shall serve as nonvoting ex-officio members of the A.D.A. Advisory Board **and the Fair Housing Board**.
~~(Ord. 07-005. Passed 1-8-07.)~~

159.03 RULES.

The A.D.A. Advisory Board shall elect a chairman and a vice-chairman and may establish rules and procedure for the conduct of the business of the Board.
(Ord. 07-005. Passed 1-8-07.)

159.04 MEETINGS

The Chairman shall call a meeting within 10 days of an A.D.A. or Fair Housing complaint otherwise the Board shall meet quarterly to be determined by the A.D.A. Coordinator.

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

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

Section 5. That for the reasons set forth in the preamble hereto, this Ordinance shall take effect under suspension of the rules as contained in and in accordance with Section 13 of the City Charter after its adoption and due authentication by the President and the Clerk of The City Commission.

_____

DENNIS E. MURRAY, JR.
PRESIDENT OF THE CITY COMMISSION

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

Passed: February 27, 2017 (effective after 30 days)

ORDINANCE NO._____

AN ORDINANCE AMENDING PART ONE (ADMINISTRATIVE CODE), TITLE FIVE (OFFICERS AND DEPARTMENTS), CHAPTER 145 (EMPLOYEE PROVISIONS), SECTION 145.05(b) (MONTHLY SALARY RANGES ADMINISTRATIVE, CONFIDENTIAL, MANAGEMENT, SUPERVISORY, JUDICIAL AND PROFESSIONAL), OF THE CODIFIED ORDINANCES OF THE CITY SANDUSKY, IN THE MANNER AND WAY SPECIFICALLY SET FORTH HEREINBELOW; AND DECLARING THAT THIS ORDINANCE SHALL TAKE EFFECT UNDER SUSPENSION OF THE RULES AS CONTAINED IN AND IN ACCORDANCE WITH SECTION 13 OF THE CITY CHARTER.

WHEREAS, the purpose of the amendment is to clarify the members of Administrative Benefit Review Committee in light of the change to the City's Charter Officers; 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:

NEW LANGUAGE APPEARS IN BOLD PRINT
LANGUAGE TO BE STRICKEN APPEARS WITH A STRIKE THROUGH IT
LANGUAGE TO REMAIN UNCHANGED APPEARS IN REGULAR PRINT

Section 1. Part One (Administrative Code), Title Five (Officers and Departments), Chapter 145 (Employee Provisions), Section 145.05(b) (Monthly Salary Ranges Administrative, Confidential, Management, Supervisory, Judicial and Professional), of the Codified Ordinances of the City is hereby amended as follows:

145.05 MONTHLY SALARY RANGES ADMINISTRATIVE, CONFIDENTIAL, MANAGEMENT, SUPERVISORY, JUDICIAL AND PROFESSIONAL.

(b) An Administrative Benefit Review Committee comprised of the ~~four Charter Officers and the~~ Commission President (or designee)**, City Manager, Law Director, Finance Director, and Commission Clerk** shall convene at least annually to make recommendations regarding administrative salary adjustments. It is the Commission's intent to maintain a fair compensation package that recognizes inflationary pressures, cost-of-living increases and employee contributions that maintain and improve quality of life for the Citizens of the City of Sandusky, while remaining fiscally responsible stewards of public funds.
~~(Ord. 08-146. Passed 12-22-08.)~~

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 under suspension of the rules as contained in and in accordance with Section 13 of the City Charter after its adoption and due authentication by the President and the Clerk of The City Commission.

_____
DENNIS E. MURRAY, JR.
PRESIDENT OF THE CITY COMMISSION

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

Passed: February 27, 2017 (effective after 30 days)

ORDINANCE NO._____

AN ORDINANCE AMENDING PART ONE (ADMINISTRATIVE CODE), TITLE SEVEN (BOARDS AND COMMISSIONS), CHAPTER 181 (AUDIT / FINANCE COMMITTEE), SECTION 181.01 (CREATION; MEMBERS), OF THE CODIFIED ORDINANCES OF THE CITY OF SANDUSKY, IN THE MANNER AND WAY SPECIFICALLY SET FORTH HEREINBELOW; AND DECLARING THAT THIS ORDINANCE SHALL TAKE EFFECT UNDER SUSPENSION OF THE RULES AS CONTAINED IN AND IN ACCORDANCE WITH SECTION 13 OF THE CITY CHARTER.

WHEREAS, these proposed amendments will modify the terms for the members of the Audit / Finance Committee and provide consistency with all of the City's Boards and Commissions; 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:

NEW LANGUAGE APPEARS IN BOLD PRINT
LANGUAGE TO BE STRICKEN APPEARS WITH A STRIKE THROUGH IT
LANGUAGE TO REMAIN UNCHANGED APPEARS IN REGULAR PRINT

Section 1. Part One (Administrative Code), Title Seven (Boards and Commissions), Chapter 181 (Audit / Finance Committee), Section 181.01 (Creation; Members), of the Codified Ordinances of the City is hereby amended as follows:

181.01 CREATION; MEMBERS.

(a) The City Commission hereby creates an Audit/Finance Committee.
(b) The City Commission further determines that the Audit/Finance Committee shall consist of the following members:
(1) The City Manager;
(2) The City Finance Director;
(3) One member of the City Commission;
(4) Seven additional members to be nominated by the President of the City Commission and confirmed by the City Commission for **three**~~two~~-year terms. The members so nominated and approved shall have backgrounds in business, finance and/or accounting. ~~and either be residents of the City, have active offices located in the City, or are employed with a business or organization that has an active office located in the City or owns property in the City during their terms of office. If the member moves from the City or ceases to actively maintain an office in the City, or is no longer employed with a business or organization that has an active office located in the City or owns property in the City, that member shall be replaced on the Committee for the duration of the term. The term of four of the initial members shall expire December 31, 2007. The term of the other three initial members shall expire on December 31, 2008.~~ **The terms shall be of such a length and so arranged that the initial terms of two (2) members will expire on December 31, 2017, the initial terms of two (2) members will expire on December 31, 2018, and the initial terms of three (3) members will expire on December 31, 2019.**

~~(Ord. 06-011. Passed 1-23-06.)~~

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 under suspension of the rules as contained in and in accordance with Section 13 of the City Charter after its adoption and due authentication by the President and the Clerk of The City Commission.

_____
DENNIS E. MURRAY, JR.
PRESIDENT OF THE CITY COMMISSION

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

Passed: February 27, 2017 (effective after 30 days)

ORDINANCE NO._____

AN ORDINANCE AMENDING PART ELEVEN (PLANNING AND ZONING CODE), TITLE ONE (ZONING ADMINISTRATION), CHAPTER 1111 (BOARD OF ZONING APPEALS), SECTION 1111.01 (ORGANIZATION AND PROCEDURE), OF THE CODIFIED ORDINANCES OF THE CITY OF SANDUSKY, IN THE MANNER AND WAY SPECIFICALLY SET FORTH HEREINBELOW; AND DECLARING THAT THIS ORDINANCE SHALL TAKE EFFECT UNDER SUSPENSION OF THE RULES AS CONTAINED IN AND IN ACCORDANCE WITH SECTION 13 OF THE CITY CHARTER.

WHEREAS, these proposed amendments to the City of Sandusky Board of Zoning Appeals will provide for a modification of the terms for members of the Board of Zoning Appeals and establish consistency with all of the City's Boards and Commissions; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of Municipal Departments, including the Department of Community Development, 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 Eleven (Planning and Zoning Code), Title One (Zoning Administration), Chapter 1111 (Board of Zoning Appeals), Section 1111.01 (Organization and Procedure), of the Codified Ordinances of the City is hereby amended as follows:

NEW LANGUAGE APPEARS IN BOLD PRINT
LANGUAGE TO BE STRICKEN APPEARS WITH A STRIKE THROUGH IT
LANGUAGE TO REMAIN UNCHANGED APPEARS IN REGULAR PRINT

1111.01 ORGANIZATION AND PROCEDURE.

(a) Appointment. The Board shall consist of five members who shall be residents of the City and be appointed by the City Commission. ~~The terms of all members shall be of such a length and so arranged that the term of one member will expire each year.~~ Each member shall serve a term of **three** ~~five~~ (**3**~~5~~) years. Members of the Board shall be removable for nonperformance of duty, misconduct in office, or other cause, by the City Commission, upon written charges having been filed with the Clerk of the City Commission and charges having been served upon the member so charged at least ten days prior to the hearing, either personally or by certified mail, or by leaving same at their usual place of residence. The member shall be given an opportunity to be heard and answer such charges. Vacancies shall be filled by the City Commission and shall be for the unexpired term.

(b) Organization and Procedure. The Board shall organize and adopt rules for its own government not inconsistent with law or with any other ordinance of the City. Meetings of the Board shall be held monthly, unless determined otherwise, and at the call of the Chairman and at such other times as the Board may determine. The Chairman or in his absence, the acting chairman, may administer oaths and the Board may request the attendance of witnesses. All meetings of the Board shall be adjudication hearings and shall be open to the public. Factual evidence may be offered by affected parties. The Board shall keep minutes of its examinations and other official actions, all of which shall be filed in the Department of Community Development upon approval and shall be public record.

(1) Three members of the Board shall constitute a quorum. The Board shall act by resolution; and the concurring vote of three (3) members of the Board shall be necessary to reverse any order or determination of any Administrative Officer, to decide in favor of an applicant in any matter of which the Board has original jurisdiction under this Zoning Ordinance or to grant any variance from the requirements stipulated in this zoning ordinance.

(2) The Board may call upon the City Departments for assistance in the performance of its duties, and it shall be the duty of such departments to render such assistance to the Board as may reasonably be required.

~~(Ord. 03-071. Passed 3-10-03.)~~

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 under suspension of the rules as contained in and in accordance with Section 13 of the City Charter after its adoption and due authentication by the President and the Clerk of The City Commission.

_____
DENNIS E. MURRAY, JR.
PRESIDENT OF THE CITY COMMISSION

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

Passed: February 27, 2017 (effective after 30 days)

ORDINANCE NO._____

AN ORDINANCE AMENDING PART THIRTEEN (BUILDING CODE), TITLE ONE (BUILDING ADMINISTRATION), CHAPTER 1313 (ELECTRICIAN EXAMINING BOARD), OF THE CODIFIED ORDINANCE OF THE CITY OF SANDUSKY, IN THE MANNER AND WAY SPECIFICALLY SET FORTH HEREINBELOW; AND DECLARING THAT THIS ORDINANCE SHALL TAKE EFFECT UNDER SUSPENSION OF THE RULES AS CONTAINED IN AND IN ACCORDANCE WITH SECTION 13 OF THE CITY CHARTER.

WHEREAS, these proposed amendments to the City of Sandusky Building Code will provide for a modification of the terms for members of the Electrician Examining Board and establish consistency with all the City's Boards and Commissions; 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:

NEW LANGUAGE APPEARS IN BOLD PRINT
LANGUAGE TO BE STRICKEN APPEARS WITH A STRIKE THROUGH IT
LANGUAGE TO REMAIN UNCHANGED APPEARS IN REGULAR PRINT

Section 1. Part Thirteen (Building Code), Title One (Building Administration), Chapter 1313 (Electrician Examining Board) of the Codified Ordinances of the City is hereby amended as follows:

CHAPTER 1313
Electrician Examining Board

1313.01 Establishment; members; terms.
1313.02 Duties of Examining Board.

1313.01 ESTABLISHMENT; MEMBERS; TERMS.

There is created a board to be known as the Examining Board of Electricians, consisting of 5 members, who shall serve without compensation. This Board shall consist of one licensed electrical contractor, one licensed journeyman electrician, one member from the local electric utility, and one member of the City Fire Department. The City Electrical Inspector shall serve ex officio as the fifth member of the Examining Board. The licensed electrical contractor, the journeyman electrician, and the member of the local electric utility shall be appointed by the City Commission, upon recommendation of their respective groups, and the members shall serve for ~~a term of one year ending on December 31 of each year~~ **terms of three (3) years**. The member from the Sandusky Fire Department shall be appointed by the City Commission upon the recommendation of the Chief of the Fire Department, and shall serve ~~for the same term as the other members~~ **at the Chief of the Fire Department's pleasure**.
~~(1980 Code 33.030)~~

1313.02 DUTIES OF EXAMINING BOARD.

It shall be the duty of the Board to examine all applicants for a journeyman electrician's license and residential electrician's license, upon matters relating to the ability and qualifications of the applicant to engage in the installation of electrical wiring, and to recommend the granting of licenses to qualified applicants after a satisfactory examination. It shall be the duty of the Board to hear complaints arising against any licensed electrical

contractor, journeyman electrician or residential electrician work and judge all incompetent work of a licensed electrical contractor, journeyman electrician or residential electrician for a violation of the laws or the rules of the National Electrical Code. The Board shall have the power after a hearing to recommend the revocation or suspension of any license of any electrical contractor, journeyman electrician or residential electrician for a violation of the laws of the State or ordinances of the City governing electrical construction work; or for incompetency or willful negligence in any electrical work, provided that written notice of a hearing stating the grounds of complaint has been given the licensee at least 10 days before the hearing. No electrical contractor, journeyman electrician or residential electrician shall lend his license to others, or procure permits in his name for others, when he is not the electrical contractor for the work. (Ord. 12-098. Passed 9-24-12.)

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 under suspension of the rules as contained in and in accordance with Section 13 of the City Charter after its adoption and due authentication by the President and the Clerk of The City Commission.

_____
DENNIS E. MURRAY, JR.
PRESIDENT OF THE CITY COMMISSION

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

Passed: February 27, 2017 (effective after 30 days)

ORDINANCE NO._____

AN ORDINANCE AMENDING PART FIFTEEN (FIRE PREVENTION CODE), CHAPTER 1501 (OHIO FIRE CODE), SECTION 1501.07 (FIRE PREVENTION BOARD OF APPEALS), OF THE CODIFIED ORDINANCE OF THE CITY OF SANDUSKY, IN THE MANNER AND WAY SPECIFICALLY SET FORTH HEREINBELOW; AND DECLARING THAT THIS ORDINANCE SHALL TAKE EFFECT UNDER SUSPENSION OF THE RULES AS CONTAINED IN AND IN ACCORDANCE WITH SECTION 13 OF THE CITY CHARTER.

WHEREAS, it is the City Commission's desire where feasible to provide for consistent and uniform terms and membership of its Boards and Committees; 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:

NEW LANGUAGE APPEARS IN BOLD PRINT
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LANGUAGE TO REMAIN UNCHANGED APPEARS IN REGULAR PRINT

Section 1. Part Fifteen (Fire Prevention Code), Chapter 1501 (Ohio Fire Code), Section 1501.07 (Fire Prevention Board of Appeals), of the Codified Ordinances of the City is hereby amended as follows:

1501.07 FIRE PREVENTION BOARD OF APPEAL.

(a) Established; Appointment. There is established in the City a Board to be called the Board of Appeal, consisting of five members who are qualified by experience and training to pass upon matters pertaining to fire prevention, and who shall be appointed by the chief appointing authority. The chief appointing authority shall designate one of the members to serve as chairman.

(b) Term of Office. The chief appointing authority of the City shall appoint one member of the Board for a term of one **(1)** year, ~~one~~ **two** member**s** for a term of two **(2)** years**, and** ~~one~~ two member**s** for a term of three **(3)** years~~, one member for a term of four years, and one member for a term of five years. Upon first appointment, however, time shall be added to each specified term equal to the time between appointment and January 1, 1967.~~ Upon expiration of the term of office of a member of the Board, his successor shall be appointed for a term of ~~five~~ **three (3)** years. Vacancies shall be filled for an unexpired term in the manner in which original appointments are required to be made. Continued absence of any member from regular meetings of the Board shall, at the discretion of the chief appointing authority of the City, render any such member liable to immediate removal from office by the chief appointing officer.

(c) Quorum. Four members of the Board shall constitute a quorum. In varying the application of any provision of this code or in modifying an order of the Fire Chief, affirmative votes of three members shall be required. No member of the Board shall pass upon any question in which he, or any corporation in which he is a shareholder, is interested.

(d) Meetings and Records. Meetings of the Board shall be held at the call of the chairman and at such other time as the Board may determine. All hearings before the Board shall be open to the public. The Board shall keep minutes of its proceedings, showing the vote of each member upon every question, or if absent or failing to vote, indicating the facts, and shall also

keep records of its examinations and other official action. The minutes and the records shall be public records.

(e) Procedure. The Board shall establish rules and regulations for its own procedure not inconsistent with the provisions of this code.

(f) Appeals.

(1) Whenever any person is aggrieved by an order of the Fire Chief, or whenever the Fire Chief shall disapprove an application or refuse a permit, or when it is claimed that the provisions of the Fire Prevention Code do not apply or that the true intent and meaning of the Fire Prevention Code have been misconstrued or wrongly interpreted, the person may appeal to the Board.

(2) An appeal may be taken within thirty days from the date of the decision appealed by filing with the Fire Chief or with the Board a notice of appeal, specifying the grounds thereof, except that in the case in which in the opinion of the Fire Chief there is immediate danger to the public safety, the Fire Chief may in his order limit the time for the appeal to a shorter period. The Fire Chief shall forthwith transmit to the Board all the papers upon which the action appealed from is taken.

(g) Modification and Variations By the Board of Appeal.

(1) The Board, when so appealed to and after a public hearing, may vary the application of any provision of this code to any particular case when, in its opinion, the enforcement thereof would do manifest injustice, and would be contrary to the spirit and purpose of this code or public interest, or when, in its opinion, the interpretation of the Fire Chief should be modified or reversed.

(2) A decision of the Board to vary the application of any provision of this code, or to modify an order of the Fire Chief, shall specify in what manner the variation or modification is made, the condition upon which it is made, and the reasons therefor.

(h) Decisions of the Board of Appeal.

(1) The Board shall in every case reach a decision without unreasonable or unnecessary delay. Every decision of the Board shall be in writing and shall indicate the vote upon the decision. Every decision shall be promptly filed in the office of the Fire Chief and shall be open to public inspection. A certified copy shall be sent by mail or otherwise to the appellant and a copy shall be kept publicly posted in the office of the Fire Chief for two weeks after filing.

(2) If a decision of the Board reverses or modifies a refusal, order, or disallowance of the Fire Chief or varies the application of any provision of this code, the Fire Chief shall take action immediately in accordance with the decision.

(i) Appeals from Decision of the Board of Appeal. A person aggrieved by a decision of the Board, whether previously a party to the proceeding or not, or an officer or board, may within fifteen days after the filing of the decision in the office of the Fire Chief, apply to the appropriate court to correct errors of law in such decisions. ~~(1980 Code 33.040)~~

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 under suspension of the rules as contained in and in accordance with Section 13 of the City Charter after its adoption and due authentication by the President and the Clerk of The City Commission.

_____
DENNIS E. MURRAY, JR.
PRESIDENT OF THE CITY COMMISSION

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

Passed: February 27, 2017 (effective after 30 days)

RESOLUTION NO._____

A RESOLUTION AUTHORIZING THE ELIMINATION OF THE DOWNTOWN PARKING COMMITTEE; AND DECLARING THAT THIS ORDINANCE SHALL TAKE EFFECT UNDER SUSPENSION OF THE RULES AS CONTAINED IN AND IN ACCORDANCE WITH SECTION 13 OF THE CITY CHARTER.

WHEREAS, the Downtown Parking Committee was established at the request of the City Commission as documented in the minutes of the City Commission meeting on May 22, 1995, and was formed subsequent to a completed parking study to develop a plan of action to create 1,000 to 2,000 additional parking spaces over the next 10-20 years, which might involve different options to obtain funding; and

WHEREAS, the Downtown Parking Committee is no longer being utilized and has outserved its useful purpose and therefore it is recommended to formally eliminate the Committee; 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 RESOLVED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. This City Commission recognizes the Downtown Parking Committee is obsolete and no longer useful for the intended purpose and authorizes the eliminating of the Downtown Parking Committee.

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 Ordinance shall take effect under suspension of the rules as contained in and in accordance with Section 13 of the City Charter after its adoption and due authentication by the President and the Clerk of The City Commission.

_____
DENNIS E. MURRAY, JR.
PRESIDENT OF THE CITY COMMISSION

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

Passed: February 27, 2017 (effective after 30 days)

ORDINANCE NO._____

AN ORDINANCE AMENDING PART THIRTEEN (BUILDING CODE), TITLE ONE (BUILDING ADMINISTRATION), CHAPTER 1315 (PLUMBER EXAMINING BOARD) OF THE CODIFIED ORDINANCES OF THE CITY OF SANDUSKY, IN THE MANNER AND WAY SPECIFICALLY SET FORTH HEREINBELOW; AND DECLARING THAT THIS ORDINANCE SHALL TAKE EFFECT UNDER SUSPENSION OF THE RULES AS CONTAINED IN AND IN ACCORDANCE WITH SECTION 13 OF THE CITY CHARTER.

WHEREAS, these proposed amendments to the City of Sandusky Building Code will provide for a modification of the terms for members of the Plumber Examining Board; 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:

NEW LANGUAGE APPEARS IN BOLD PRINT
LANGUAGE TO BE STRICKEN APPEARS WITH A STRIKE THROUGH IT
LANGUAGE TO REMAIN UNCHANGED APPEARS IN REGULAR PRINT

Section 1. Part Thirteen (Building Code), Title One (Building Administration), Chapter 1315 (Plumber Examining Board) of the Codified Ordinances of the City is hereby amended as follows:

CHAPTER 1315
Plumber Examining Board

1315.01 Establishment; members.
1315.02 Powers and duties.

1315.01 ESTABLISHMENT; MEMBERS.

(a) The Board of Examiners shall be composed of 5 members. One member shall be the administrative authority of this Plumbing Code, 2 shall be master plumbers, and 2 shall be journeyman plumbers. The appointed master plumbers and journeyman plumbers shall be engaged in the trade, as such, at the time of appointment. The administrative authority shall be a permanent member of the Board and its secretary. The other 4 members shall be appointed by the City Manager for terms of ~~one~~ **three (3)** year**s**, commencing with January 1 of **the first year of each term** ~~each year~~. The City Manager may at any time remove any member of the Board for incompetency, neglect of duty, malfeasance, or misconduct in office. In case of a vacancy, appointment shall be made for the unexpired term.

(b) The Board of Examiners, within 30 days after the appointment of its members, shall meet and organize by the selection of a chairman, and they shall designate the time and place for the examination of applicants.

~~(1980 Code 33.065)~~

1315.02 POWERS AND DUTIES.

(a) The Board of Examiners shall have the duty to conduct examinations for licenses, these examinations designed to determine the qualifications of the applicant to be licensed and engage in the trade or business of plumbing, as contemplated by the provisions of the Plumbing Code; and to issue or renew licenses.

(b) The Board of Examiners shall have the power:

(1) To make, adopt, and alter rules of procedure for the conduct of meetings, proceedings, and examinations.

(2) To select a chairman or presiding officer.
(3) To suspend or revoke the license of a journeyman plumber who, after hearing, has been found guilty of a violation of the laws of the state of Ohio, or of the Plumbing Code, relating to the installing, altering, or repairing of any plumbing, or its testing, inspection, and approval.
(4) To cause criminal prosecutions to be brought against persons, partnerships, firms, or corporations found to be violating provisions of the Plumbing Code.
(Ord. 01-216. Passed 9-24-01.)

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 under suspension of the rules as contained in and in accordance with Section 13 of the City Charter after its adoption and due authentication by the President and the Clerk of The City Commission.

_____
DENNIS E. MURRAY, JR.
PRESIDENT OF THE CITY COMMISSION

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

Passed: February 27, 2017 (effective after 30 days)

ORDINANCE NO._____

AN ORDINANCE AMENDING PART THIRTEEN (BUILDING CODE), TITLE ONE (BUILDING ADMINISTRATION), CHAPTER 1309 (RESIDENTIAL BUILDING CODE BOARD OF APPEALS), SECTION 1309.01 (ESTABLISHMENT; MEMBERS; PROCEDURES), OF THE CODIFIED ORDINANCE OF THE CITY OF SANDUSKY, IN THE MANNER AND WAY SPECIFICALLY SET FORTH HEREINBELOW; AND DECLARING THAT THIS ORDINANCE SHALL TAKE EFFECT UNDER SUSPENSION OF THE RULES AS CONTAINED IN AND IN ACCORDANCE WITH SECTION 13 OF THE CITY CHARTER.

WHEREAS, it is the City Commission's desire where feasible to provide for consistent and uniform terms and membership of its Boards and Committees; 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:

NEW LANGUAGE APPEARS IN BOLD PRINT
LANGUAGE TO BE STRICKEN APPEARS WITH A STRIKE THROUGH IT
LANGUAGE TO REMAIN UNCHANGED APPEARS IN REGULAR PRINT

Section 1. Part Thirteen (Building Code), Title One (Building Administration), Chapter 1309 (Residential Building Code Board Of Appeals), Section 1309.01 (Establishment; Members; Procedures), of the Codified Ordinances of the City is hereby amended as follows:

1309.01 ESTABLISHMENT; MEMBERS; PROCEDURES.

(a) Appointment. There is established in the City a board to be called the Residential Building Code Board of Appeals hereinafter referred to as "the Board", consisting of five members who shall be appointed by the City Manager.

The Building Official shall be an ex officio member of the Board but shall have no vote on any matter before the Board.

(b) Term of Office. The City Manager shall appoint one member of the Board for a term of one **(1)** year, ~~one~~ **two** member**s** for a term of two **(2)** years, **and** ~~one~~ two member**s** for a term of three **(3)** years~~, one member for a term of four years, and one member for a term of five years~~. Upon expiration of the term of office of a member of the Board, his successor shall be appointed for a term of ~~five~~ **three (3)** years. Vacancies shall be filled for an unexpired term in the manner in which original appointments are required to be made. Continued absence of any member from regular meetings of the Board shall, at the discretion of the City Manager, render any such member liable to immediate removal from office.

(c) Qualifications. The Board shall consist of five individuals, one from each of the following professions or disciplines:

(1) Registered design professional with architectural experience or a builder or superintendent of building construction with at least ten years' experience, five of which shall have been in responsible charge of work.
(2) Registered design professional with structural engineering experience.
(3) Registered design professional with mechanical and plumbing engineering experience or a mechanical contractor with at least ten years' experience, five of which shall have been in responsible charge of work.

(4) Registered design professional with electrical engineering experience or an electrical contractor with at least ten years' experience, five of which shall have been in responsible charge of work.
(5) Registered design professional with fire protection engineering experience or a fire protection contractor with at least ten years' experience, five of which shall have been in responsible charge of work.

(d) Alternate Members. The City Manager shall appoint five alternate members who shall be called by the Board chairperson to hear appeals during the absence or disqualification of a member. No more than two alternate members shall be called to serve at the same time. Alternate members shall possess the qualifications required for Board membership and shall be appointed for ~~five~~ **three (3)** years, or until a successor has been appointed.

(e) Rules and Regulations. The Board shall establish rules and regulations for its own procedure not inconsistent with the provisions of this Building Code. The Board members shall annually, by majority vote, select one of its members to serve as chairperson.

(f) Quorum. Four members of the Board qualified to vote shall constitute a quorum. A concurring vote of two-thirds of its members shall be required to vary the application of any provisions of this Building Code or to reverse or modify an order of the Building Official. No member of the Board shall hear an appeal in which that member has a personal, professional or financial interest.

(g) Meetings. Meetings of the Board shall be held at the call of the chairman within ten days of the filing of an appeal and at such other times as the Board may determine. All hearings before the Board shall be open to the public.

(h) Secretary. The Building Official shall designate a qualified clerk to serve as secretary to the Board. The secretary shall file a detailed record of all proceedings in the office of the Department of Engineering. The secretary shall keep minutes of the proceedings of the Board, showing the vote of each member upon every question, or if absent or failing to vote, indicating such facts, and shall also keep records of its examinations and other official actions. Such minutes and records shall be public records.

(i) Procedure. The Board shall adopt and make available to the public through the secretary procedures under which a hearing will be conducted. The procedures shall not require compliance with strict rules of evidence, but shall mandate that only relevant information be received.

(j) Reports. The Board shall submit a report to the City Manager and the City Commission not less than once a year covering the meetings and a summary of the decisions of the Board, during the preceding period.
~~(Ord. 03-154. Passed 10-14-03.)~~

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 under suspension of the rules as contained in and in accordance with Section 13 of the City Charter after its adoption and due authentication by the President and the Clerk of The City Commission.

_____
DENNIS E. MURRAY, JR.
PRESIDENT OF THE CITY COMMISSION

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

Passed: February 27, 2017 (effective after 30 days)

ORDINANCE NO._____

AN ORDINANCE REPEALING PART ONE PART ONE (ADMINISTRATIVE CODE), TITLE SEVEN (BOARDS AND COMMISSIONS), CHAPTER 173 (SANDUSKY YOUTH COMMISSION) OF THE CODIFIED ORDINANCES OF THE CITY OF SANDUSKY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE EFFECT UNDER SUSPENSION OF THE RULES AS CONTAINED IN AND IN ACCORDANCE WITH SECTION 13 OF THE CITY CHARTER.

WHEREAS, Chapter 173 (Sandusky Youth Commission) of the Codified Ordinances of the City of Sandusky was created by Ordinance No. 11-047, passed on May 23, 2011, 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; and

WHEREAS, the Sandusky Youth Commission has been inactive for many years and it is City's intention to utilize the City's Neighborhood Outreach Coordinator to increase communication between adults and youth, foster and encourage 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 on issues affecting the youth; 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), Chapter 173 (Sandusky youth Commission) of the Codified Ordinances of the City of Sandusky, is hereby repealed in its entirety.

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 under suspension of the rules as contained in and in accordance with Section 13 of the City Charter after its adoption and due authentication by the President and the Clerk of The City Commission.

_____
DENNIS E. MURRAY, JR.
PRESIDENT OF THE CITY COMMISSION

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

Passed: February 27, 2017 (effective after 30 days)

RESOLUTION NO._____

A RESOLUTION AUTHORIZING THE ELIMINATION OF THE ENTERPRISE ZONE TAX ABATEMENT NEGOTIATING BOARD AND THE TAX INCENTIVE NEGOTIATING COMMITTEE; AND DECLARING THAT THIS ORDINANCE SHALL TAKE EFFECT UNDER SUSPENSION OF THE RULES AS CONTAINED IN AND IN ACCORDANCE WITH SECTION 13 OF THE CITY CHARTER.

WHEREAS, on February 6, 1989, the City Commission passed Resolution No. 011-89R designating enterprise zones and requesting the Board of County Commissions to delegate to the City the authority to negotiate enterprise zone abatement agreements and incorporated guidelines into the Enterprise Zone Program which outlined the composition, term, and duties of the Enterprise Zone Tax Abatement Negotiating Board; and

WHEREAS, this City Commission by Ordinance No. 05-183 enacted on December 27, 2005, voted to establish a Full Authority Enterprise Zone pursuant to the Ohio Revised Code Section 5709.62 and agreed to appoint the members of the Tax Incentive Review Council pursuant to the Ohio Revised Code 5709.85 within sixty (60) days after the State of Ohio Director of Development certifies the Enterprise Zone; and

WHEREAS, the Director of Development certified the proposed zone meets the necessary characteristics of the pertinent sections of the Ohio Revised Code and as such is a distress based (full authority) enterprise zone by letter dated April 19, 2006, and new Chapter 185 (Tax Incentive Review Council) of the Codified Ordinances of the City of Sandusky was adopted by Ordinance No. 06-055, passed on June 26, 2006; and

WHEREAS, the Enterprise Zone Tax Abatement Negotiating Board was replaced by the Tax Incentive Review Council (TIRC) and an informal Tax Incentive Negotiating Committee (TINC) currently being utilized by Staff will be eliminated and replaced by the the Tax Incentive Review Council (TIRC); and

WHEREAS, it is the desire of Staff to formally eliminate the Enterprise Zone Tax Abatement Negotiating Board and the Tax Incentive Negotiating Committee (TINC); 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 RESOLVED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. This City Commission authorizes the elimination of the Enterprise Zone Tax Abatement Negotiating Board and the Tax Incentive Negotiating Committee (TINC).

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 Ordinance shall take effect under suspension of the rules as contained in and in accordance with Section 13 of the City Charter after its adoption and due authentication by the President and the Clerk of The City Commission.

_____
DENNIS E. MURRAY, JR.
PRESIDENT OF THE CITY COMMISSION

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

Passed: February 27, 2017 (effective after 30 days)

February 13, 2017

M E M O R A N D U M

TO: Eric Wobser, City Manager

FROM: Dave Degnan, Fire Chief

RE: Commission Agenda Item

ITEM FOR CONSIDERATION: Requesting legislation authorizing the City Manager to purchase six (6) sets of Morning Pride Tails Turnout Gear, Fire Coats and Fire Pants from Warren Fire Equipment, Inc. of Warren, Ohio in the amount not to exceed $16,758.00.

BACKGROUND INFORMATION: The above listed turnout gear is available through the State of Ohio Department of Administrative Services Cooperative Purchasing Program, Contract Number #800526-STS842.

The need to replace six (6) sets of firefighting protective clothing has been determined by the Fire Chief. The six (6) sets of protective clothing that will be replaced will be used as their back up gear or their "B" set for an additional 5 years. NFPA requires turn out gear to be replaced and taken out of service after ten years. The Labor Agreement requires that the City of Sandusky provides and maintains protective clothing to be utilized by employee in the performance of their job duties.

BUDGETARY INFORMATION: The total amount of this expenditure is $16,758.00 with each set costing $2,793.00. This purchase will be paid with monies from the EMS Fund.

ACTION REQUESTED: It is requested that the proper legislation be prepared to purchase six (6) sets of Morning Pride Tails Turnout Gear at a total cost of $16,758.00 from Warren Fire Equipment, Inc. of Warren, Ohio. It is further requested that this legislation take immediate effect in full accordance with section 14 of the City Charter to place the order prior to March 1, 2017 as there is a price increase after this date.

Approved: I concur with this recommendation:

_____ _____

David J. Degnan, Fire Chief Eric L. Wobser, City Manager

Cc: Eric Wobser, City Manager
Hank Solowiej, Finance Director
Justin Harris, Law Director
Kelly Kresser, Commission Clerk

ORDINANCE NO._____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE SIX (6) MORNING PRIDE TAILS TURNOUT GEAR, FIRE COAT AND PANT SETS THROUGH THE STATE OF OHIO, DEPARTMENT OF ADMINISTRATIVE SERVICES, COOPERATIVE PURCHASING PROGRAM FROM WARREN FIRE EQUIPMENT, INC., OF WARREN, OHIO, FOR USE IN THE FIRE DEPARTMENT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the need to replace six (6) coat and pant sets of firefighting protective clothing has been determined by the Fire Chief and these six (6) new sets will be used as back-up gear for an additional five (5) years; and

WHEREAS, the Labor Agreement requires the City of Sandusky to provide and maintain protective clothing to be utilized by employees in the performance of their job duties; and

WHEREAS, these fire coat and pant sets are available from Warren Fire Equipment, Inc., of Warren, Ohio, through the State of Ohio Cooperative Purchasing Program thereby allowing local political subdivisions to purchase items that have been competitively bid from the successful state vendor giving the City the benefit of the State's negotiated price and eliminating the necessity of formal bidding; and

WHEREAS, the total cost to purchase six (6) Morning Pride Fire Tails Turnout Gear, Coat and Pant Sets is $16,758.00 and will be paid with EMS 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 to allow the order to be placed immediately and prior to an increase in price effective on March 1, 2017; and

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

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

Section 1. The City Manager is authorized and directed to purchase six (6) Morning Pride Tails Turnout Gear, Fire Coat and Pant sets through the State of Ohio, Department of Administrative Services, Cooperative Purchasing Program, Schedule #800526, from Warren Fire Equipment, Inc., of Warren, Ohio, for use in the Fire Department at an amount **not to exceed** Sixteen Thousand Seven Hundred Fifty Eight and 00/100 Dollars ($16,758.00).

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

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

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

_____
DENNIS E. MURRAY, JR.
PRESIDENT OF THE CITY COMMISSION

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

Passed: February 27, 2017

DEPARTMENT OF PUBLIC WORKS

AARON M. KLEIN, P.E.
Director

222 Meigs Street
Sandusky, Ohio 44870
Phone 419/627-5829
Fax 419/627-5933
aklein@ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: February 14, 2017

Subject: Commission Agenda Item – Change Order #1 for Powder Activated Carbon (PAC) System Improvements and Fluorescence Equipment for Algal Toxin Plant Optimization Project

ITEM FOR CONSIDERATION: Requesting legislation for approval of Change Order No. 1 for the Powder Activated Carbon (PAC) System Improvements and Fluorescence Equipment project.

BACKGROUND INFORMATION: This project was awarded to Mosser Construction, Inc., Monroeville, Ohio 44847 at the City Commission meeting on August 22, 2016 via Ordinance No. 16-142. The intent of the project is to install a carbon-based system and fluorescence equipment that will staff to optimize chemical applications throughout the system. Working together, the two systems are intended to reduce the potential for cyanotoxins in the drinking water while minimizing the disinfection byproducts at the farthest reaches of the City's customers' distribution systems.

During the submittal process, the contractor worked with several manufacturers of the carbon holding tanks to procure the necessary equipment. However, the delivery dates for all were not amenable to the original completion date of the project. Mosser is, therefore, asking for a time extension of 30 days from March 31 to April 30, 2017. The original request received by the contractor was the middle of May, but I was not comfortable extending it past April to ensure we are completed and operational well ahead of the algae growth in Lake Erie.

BUDGETARY INFORMATION: Change Order No. 1 is for a time extension only. There is no budgetary impact.

ACTION REQUESTED: It is recommended that the necessary legislation be approved and passed under suspension of the rules in accordance with Section 14 of the City Charter because the time extension is required by OWDA so they can continue processing payment of the contractor's invoices.

I concur with this recommendation:

_____
Eric Wobser
City Manager

cc: K. Kresser, Commission Clerk; H. Solowiej, Finance Director; J. Harris, Law Director

Letter of Transmittal

TO: Mr. Aaron M. Klein, Director of Public Works
City of Sandusky, Ohio
222 Meigs Street
Sandusky, Ohio 44870

Date: 2/9/2017 **Job No.** 150416

Re: PAC Change Order No. 2 form

WE ARE SENDING YOU ☒ Attached ☐ Under Separate Cover via _____ the following items:

☐ Shop Drawings ☐ Prints ☐ Plans ☐ Samples ☐ Specifications

☐ Copy of Letter ☐ Change Order ☐ _____

Copies	Date	No.	Description
1	2/9/2017		PAC Change Order No. 2 form

THESE ARE TRANSMITTED as checked below:

☒ For approval ☐ Approved as submitted ☐ Resubmit ☐ Copies for Approval

☐ For your use ☐ Approved as noted ☐ Submit ☐ Copies for Distribution

☐ As requested ☐ Returned for correction ☐ Return ☐ Corrected prints

☐ For review and comment ☐ For Bids Due _____ ☐ Prints returned after loan to us

Remarks:

Copy to: Megan Stookey
Orin McMonigle
Tim Clapper
David Boyer

Bill Martt

If enclosures are not as noted, kindly notify us at once.

C:\CT\CTUSER\My Documents\Sandusky\PAC\Change Orders\CO No 2\PAC CO2 form TRNSM.docx

February 9, 2017

Mr. Aaron M. Klein, Director of Public Works
City of Sandusky, Ohio
222 Meigs Street
Sandusky, Ohio 44870

Re: BIWW PAC System Improvements Project
Change Order No. 2

Dear Mr. Klein:

Enclosed is a copy of Change Order No. 2 for **Mosser Construction, Inc.** for the **BIWW PAC System Improvements Project .** This Change Order has been reviewed by this office and is recommended for your approval to extend the project completion date to April 30, 2017.

Please return one (1) approved copy of this Change Order to this office and one (1) copy to the Contractor at your earliest convenience. Should you have any questions or require additional information, please call.

Respectfully,

CT CONSULTANTS, INC.

William Martt, P.E.

cc: Orin McMonigle
Megan Stookey
Tim Clapper
David Boyer

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State of Ohio

WATER SUPPLY REVOLVING LOAN ACCOUNT (or DWAF)

CONTRACT CHANGE ORDER

RECIPIENT	City of Sandusky, Ohio	CHANGE ORDER NBR	2
LOAN NUMBER	7487	CONTRACT	WTP PAC
OWDA PROJECT No.	FS390830-0003	DATE	2/6/2017

Description of Change:

The evaluation of the Powder Activated Carbon System submittals took considerably longer than anticipated. As a result, the project schedule was impacted by one month.

This change order extends the Contract completion date by 30 calendar days.

Original Completion Date: March 31, 2017
Revised Completion Date: April 30, 2017

RECOMMENDED BY: CT Consultants (Engineer) DATE: 2/6/17

APPROVED BY: (Recipient) DATE:

ACCEPTED BY: (Contractor) DATE: 2-8-17

Mosser Construction, Inc.
(Company)

Original Contract Amt	$1,619,000.00
Previous Changes (+ / –)	$0.00
This Change (+ / –)	$0.00
Adjusted Contract Amt	$1,619,000.00

OWDA APPROVAL The above proposal is hereby accepted and I recommend that it be approved and made a part of the contract noted above. The approval does not constitute an increase in the total loan amount, but represents approval for the work.

Ohio EPA Acceptance

Date

Chief Engineer

Date

ORDINANCE NO._____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO APPROVE THE FIRST CHANGE ORDER FOR WORK TO BE PERFORMED BY MOSSER CONSTRUCTION INC., OF FREMONT, OHIO, FOR THE BIG ISLAND WATER WORKS (BIWW) NEW POWDER ACTIVATED CARBON (PAC) SYSTEM IMPROVEMENTS AND FLUORESCENCE EQUIPMENT FOR ALGAL TOXIN PLANT OPTIMIZATION PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City Commission declared the necessity for the City to proceed with the proposed Big Island Water Works (BIWW) New Powder Activated Carbon (PAC) System Improvements and Fluorescence Equipment for Algal Toxin Plant Optimization Project by Resolution No. 023-16R, passed on April 25, 2016; and

WHEREAS, the BIWW New Powder Activated Carbon (PAC) System Improvements and Fluorescence Equipment for Algal Toxin Plant Optimization Project will provide for a new Powdered Activated Carbon (PAC) feed system to replace the existing system to improve reliability and to consistently meet minimum toxin levels regulated by the Environmental Protection Agency (EPA); and

WHEREAS, this City Commission approved the awarding of the contract to Mosser Construction Inc., of Fremont, Ohio, for work to be performed for the BIWW New Powder Activated Carbon (PAC) System Improvements and Fluorescence Equipment for Algal Toxin Plant Optimization Project by Ordinance No. 16-142, passed on August 22, 2016; and

WHEREAS, this City Commission authorized the filing of an application with the Ohio Environmental Protection Agency for a Water Supply Revolving Loan Account (WSRLA) for harmful algal bloom (HAB) infrastructure improvements by Resolution No. 016-16R, passed on March 14, 2016, and subsequently approved a Water Supply Revolving Loan Account Loan Agreement with the Ohio EPA and the Ohio Water Development Authority (OWDA) to finance the cost of the BIWW New Powder Activated Carbon (PAC) System Improvements and Fluorescence Equipment for Algal Toxin Plant Optimization Project by Ordinance No. 16-143, passed on August 22, 2016; and

WHEREAS, this First Change Order provides for an extension in the final project completion date from March 31, 2017, until April 30, 2017, as the delivery dates of some of the carbon holding tanks were not amenable to the original completion date of the project; 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 expedite approval of the change order to extend the project completion date and allow OWDA to continue processing payment of the contractor's invoices; 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 Public Works, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The City Manager is hereby authorized and directed to approve this First Change Order extending the final completion date from March 31, 2017, until April 30, 2017, for work to be performed by Mosser Construction Inc., of Fremont, Ohio, for the Big Island Water

Works (BIWW) New Powder Activated Carbon (PAC) System Improvements and Fluorescence Equipment for Algal Toxin Plant Optimization Project.

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.

_____
DENNIS E. MURRAY, JR.
PRESIDENT OF THE CITY COMMISSION

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

Passed: February 27, 2017

DEPARTMENT OF PUBLIC WORKS

AARON M. KLEIN, P.E.
Director

222 Meigs Street
Sandusky, Ohio 44870
Phone 419/627-5829
Fax 419/627-5933
aklein@ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: February 16, 2017

Subject: Commission Agenda Item – Consent to ODOT for the completion of PID 98519 D03 Systematic Sign Replacement FY 2018

ITEM FOR CONSIDERATION: Resolution giving the City of Sandusky's consent to the State of Ohio, Ohio Department of Transportation (ODOT) for the completion of their PID 98519 D03 Systematic Sign Replacement FY 2018.

BACKGROUND INFORMATION: The subject project (PID 98519) facilitated by ODOT will be to perform a systematic sign replacement on State Route 4 from the south corporation limits to US 6, length of project approximately 1.61 miles and on US 250 from US 6 to south corporation limits, approximately 1.14 miles.

The project is expected to take place in 2018.

BUDGETARY INFORMATION: No funds are required from the City. However, if the City requests to add construction items to the project, 100% of those costs would be the responsibility of the City. The City does not anticipate requesting any additional items at this time.

ACTION REQUESTED: It is recommended that a resolution giving the City of Sandusky's consent to ODOT for the completion of PID 98519 D03 Systematic Sign Replacement FY 2018 be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City in order to return signed documents to ODOT no later than March 10, 2017 as requested.

I concur with this recommendation:

_____
Eric Wobser
City Manager

cc: K. Kresser, Commission Clerk; H. Solowiej, Finance Director; J. Harris, Law Director

OHIO DEPARTMENT OF TRANSPORTATION

DISTRICT 3 • 906 CLARK AVE • ASHLAND, OHIO 44805 • (800) 276-4188

JOHN R. KASICH, GOVERNOR • JERRY WRAY, DIRECTOR • HOWARD P. HUEBNER, DISTRICT DEPUTY DIRECTOR

February 9, 2017

ENGINEERING DEPT.

FEB 14 2017

CITY OF SANDUSKY

Aaron Klein, P.E.
City of Sandusky
222 Meigs St.
Sandusky, OH 44870

Re: PID 98519 D03 Systematic Sign Replacement FY 2018

Dear Mr. Klein:

Enclosed are two (2) copies of an ordinance form, to be enacted by the City Council for the referenced project.

Please make arrangements to have the ordinance forms presented to the City Council for consideration and when enacted, **return two (2) original signature copies to this office**. An original signature copy will be returned to the city later with a signature of the Director of ODOT affixed.

The title of the contractual officer should be affixed on page three and that person should sign as the contractual officer on page four. If the city does not have an official seal, please attach a copy of a statement to that effect, to the return transmittal. **Please return these documents to this office no later than March 10, 2017.**

Please call me at 419.207.7057 if you have any questions.

Respectfully,

Jerry Bantz
Transportation Engineer
Planning & Engineering Department
District 3

LAF:JAB:jab

Attachments

cc: Project file, I:Drive file

RESOLUTION NO._____

A RESOLUTION ADOPTING THE CONSENT LEGISLATION SUBMITTED BY THE DIRECTOR OF THE OHIO DEPARTMENT OF TRANSPORTATION FOR THEIR D03 SYSTEMATIC SIGN REPLACEMENT FY 2018 PROJECT, PID NO. 98519; AUTHORIZING AND DIRECTING THE CITY MANAGER TO SIGN THE CONSENT LEGISLATION AND TO EXECUTE ANY NECESSARY CONTRACTS WITH THE DIRECTOR OF TRANSPORTATION TO COMPLETE THE PROJECT; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Ohio Department of Transportation's D03 Systematic Sign Replacement Project (D03 SYSSIGN FY2018) involves performing systematic sign replacement on State Route 4 from the south corporation limits to U.S. 6 and on U.S. 250 from U.S. 6 to south corporation limits in the City of Sandusky; and

WHEREAS, the consent legislation, a copy of which is attached to this Resolution and marked Exhibit "A", is necessary for the Director of the Ohio Department of Transportation to complete the D03 Systematic Sign Replacement FY 2018 Project (D03 SYSSIGN FY2018) within the City of Sandusky; and

WHEREAS, the consent legislation, Exhibit "A" attached to this Resolution, provides the terms of the agreement and cooperation between the City of Sandusky and the Director of Transportation regarding the completion of the project; 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 return the consent legislation to the Ohio Department of Transportation by the requested date of March 10, 2017; 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 Public Works, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio, finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Resolution** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The consent legislation submitted by the Director of the Ohio Department of Transportation, a copy of which is attached to this Resolution and marked Exhibit "A", for the D03 Systematic Sign Replacement FY 2018 Project (D03 SYSSIGN FY2018), PID No. 98519, consenting to the Director of Transportation to complete the project, is adopted by this City Commission and the President of this City Commission is authorized to sign the consent legislation.

Section 2. The City Manager is hereby authorized and directed to sign the consent legislation and to execute any necessary contracts with the Director of Transportation to complete the D03 Systematic Sign Replacement FY 2018 Project (D03 SYSSIGN FY2018), PID No. 98519.

Section 3. If any section, phrase, sentence, or portion of this Resolution is for any reason

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

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

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

_____
DENNIS E. MURRAY, JR.
PRESIDENT OF THE CITY COMMISSION

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

Passed: February 27, 2017

CONSENT LEGISLATION

Ordinance/Resolution No. _____

PID No. **98519**

Project Name **D03 SYSSIGN FY2018**

The following _____ enacted by the *City of Sandusky* of *Erie County*, Ohio,
(Ordinance/Resolution)
hereinafter referred to as the City, in the matter of the stated described project.

SECTION I - Project Description

WHEREAS, the State has identified the need for the described project:

To perform a systematic sign replacement on State Route 4 from the south corporation limits to US 6 in the City of Sandusky in Erie County. Length of project is approximately 1.61 miles.

To perform a systematic sign replacement on US 250 from US 6 to south corporation limits in the City of Sandusky in Erie County. Length of project is approximately 1.14 miles.

This project is currently scheduled to be constructed in the summer of 2018.

NOW THEREFORE, be it ordained by the *City of Sandusky* of *Erie County*, Ohio.

SECTION II - Consent Statement

Being in the public interest, the City gives consent to the Director of Transportation to complete the above described project.

SECTION III - Cooperation Statement

The City shall cooperate with the Director of Transportation in the above described project as follows:

1) *The City gives consent for the above improvement,*

2) ***No funds are required from the City*** *except that the City agrees to assume and bear one hundred percent (100%) of the total cost for added construction items requested by the City and not necessary for the improvement as determined by the State and the Federal Highway Administration.*

SECTION IV - Maintenance

The City will maintain the right-of-way and keep it free of obstructions, and hold said right-of-way inviolate for public highway purposes.

PID No. 98519
Project Name D03 SYSSIGN FY2018

SECTION V - Authority to Sign

The _____ of said *City of Sandusky* is hereby empowered on behalf
(Contractual Agent)

of the *City of Sandusky* to enter into contracts with the Director of Transportation necessary to complete the above described project.

Passed: _____, 201___.
(Date)

Attested: _____ _____
(Clerk) (Officer of City - title)

Attested: _____ _____
(Title) (President of Council)

This _____ is hereby declared to be an emergency measure to expedite the highway
(Ordinance/Resolution)
project and to promote highway safety. Following appropriate legislative action, it shall take effect and be in force immediately upon its passage and approval, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

PID No. 98519
Project Name D03 SYSSIGN FY 2018

CERTIFICATE OF COPY
STATE OF OHIO
City of Sandusky of ***Erie County***, Ohio

I, _____, as Clerk of the *City of Sandusky* of *Erie County*, Ohio,

Do hereby certify that the foregoing is a true and correct copy of _____ (Ordinance/Resolution) adopted by the legislative Authority of the said *City of Sandusky* on this ____ day of _____, 201__,

that the publication of such _____ (Ordinance/Resolution) has been made and certified of record according to law; that no proceedings looking to a referendum upon such _____ (Ordinance/Resolution) have been taken; and that such _____ (Ordinance/Resolution) and certificate of publication thereof are of record in _____ (Ordinance/Resolution), Page _____.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, if applicable, this ____ day of _____, 201__,

(SEAL)
(If Applicable)

_____
Clerk Signature
City of Sandusky of *Erie County*, Ohio.

The foregoing is accepted as a basis for proceeding with the project herein described.

For the *City of Sandusky* of *Erie County*, Ohio

Attest: _____ _____, Date _____
Contractual Officer

****

For the State of Ohio

Attest: _____ _____, Date _____
Director, Ohio Department of Transportation

CITY COMMISSION OFFICE

222 MEIGS STREET
SANDUSKY, OH 44870
T: 419.627.5850
F: 419.627.5825
www.ci.sandusky.oh.us

TO: City Commission

FROM: Kelly L. Kresser, CMC
Commission Clerk

DATE: February 16, 2017

SUBJECT: 2016 Replacement Pages for Codified Ordinances for the City of Sandusky

ITEM FOR CONSIDERATION: It is requested the City Commission authorize the adoption of an Ordinance approving current replacement pages to the Codified Ordinances and internet for the period January 1, 2016 - December 31, 2016, with Walter H. Drane Company.

The City of Sandusky completes a codification process each year in order to bring our Code of Ordinances up to date. Additionally, state laws which have been changed or newly adopted are incorporated into this update.

Beginning this year, changes to the Internet will take place quarterly rather than waiting until next calendar year to be updated and will be handled through the city's Purchase Order process.

BUDGETARY INFORMATION: The cost of the revisions for the Codification supplements and updating the Code on the internet for 2016 will be taken from the contractual services line item in the Commission's budget (50%), sewer funds (25%), and water funds (25%). This item is appropriated each year.

ACTION REQUESTED: It is recommended an Ordinance be approved ratifying payment to Walter H. Drane Company in an amount not to exceed $4,100 and approving the replacement pages. It is further requested this legislation take immediate effect in full accordance with Section 14 of the City Charter to allow for payment in a timely manner.

/klk

cc.: Hank Solowiej
Justin Harris
Eric Wobser

ORDINANCE NO._____

AN ORDINANCE TO APPROVE CURRENT REPLACEMENT PAGES TO THE SANDUSKY CODIFIED ORDINANCES FOR THE PERIOD OF JANUARY 1, 2016, THROUGH DECEMBER 31, 2016; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, certain provisions within the Codified Ordinances should be amended to conform with current State law as required by the Ohio Constitution; and

WHEREAS, various Ordinances of a general and permanent nature have been passed by the Commission which should be included in the Codified Ordinances; and

WHEREAS, the City has heretofore entered into a contract with the Walter H. Drane Company to prepare and publish such revision which is before this City Commission; and

WHEREAS, the total cost of the revisions of the Codification supplements and updating the Code on the internet is $4,100.00 of which $2,050.00 will be paid with funds from the Commission's budget, $1,025.00 will be paid with Sewer Funds and $1,025.00 will be paid with Water 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 approve the replacement pages to the Codified Ordinances and allow for payment of services in a timely manner; and

WHEREAS, in order to provide for the immediate preservation of the public peace, health, welfare and safety for the reason that there exists an imperative necessity for the earliest publication and distribution of current replacement pages to the officials and residents of the City of Sandusky, so as to facilitate administration, daily operation and avoid practical and legal entanglements, it is necessary to declare this Ordinance to be an emergency measure to take effect immediately upon its adoption and due authentication; and NOW, THEREFORE,

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

Section 1. The Ordinances of the City of Sandusky, Ohio, of a general and permanent nature, as revised, recodified, rearranged and consolidated into component codes, titles, chapters and sections within the 2016 Replacement Pages to the Codified Ordinances are hereby approved and adopted.

Section 2. The following sections and chapters are hereby added, amended or repealed as respectively indicated in order to comply with current State law.

<u>Traffic Code</u>

301.04	Bicycle; Motorized Bicycle; Moped. (Amended)
301.19	Motorcycle. (Amended)
331.21	Right of Way of Public Safety or Coroner's Vehicle. (Amended)
331.211	Report of Vehicle Failing to Yield Right of Way to Public Safety Vehicle. (Added)
335.021	Ohio Driver's License Required for In State Residents. (Added)
335.09	Display of License Plates. (Amended)
335.111	Registration Within Thirty Days of Residency. (Added)
335.12	Stopping After Accident Upon Streets. (Amended)
335.13	Stopping After Accident Upon Property Other Than Street. (Amended)
373.02	Riding Upon Seats; Handlebars; Helmets and Glasses. Amended)

General Offenses Code

501.06	Limitation of Criminal Prosecution. (Amended)
513.02	Gift of Marihuana. (Amended)
513.03	Drug Abuse; Controlled Substance Possession or Use. (Amended)
513.04	Possessing Drug Abuse Instruments. (Amended)
513.05	Permitting Drug Abuse. (Amended)
513.07	Possessing or Using Harmful Ingredients. (Amended)
513.08	Illegally Dispensing Drug Samples. (Amended)
513.11	Possessing Nitrous Oxide in Motor Vehicle. (Amended)
513.12	Drug Paraphernalia. (Amended)
513.121	Marihuana Drug Paraphernalia. (Amended)
513.13	Counterfeit Controlled Substances. (Amended)
525.15	Assaulting Police Dog or Horse or an Assistance Dog. (Amended)
529.01	Liquor Control Definitions. (Amended)
529.07	Open Container Prohibited. (Amended)
537.051	Menacing by Stalking. (Amended)
537.10	Telecommunications Harassment. (Amended)
537.17	Criminal Child Enticement. (Amended)
541.04	Criminal Mischief. (Amended)
541.11	Vehicular Vandalism. (Amended)

Fire Prevention Code

1519.04	Fireworks Possession, Sale or Discharge Prohibited. (Amended)

Section 3. The complete text of the sections listed above are set forth in full in the current replacement pages to the Codified Ordinances, a copy of which is on file in the office of the Clerk of the City Commission. Section 4. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

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

Section 6. That for the reasons set forth in the preamble hereto, this Ordinance 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.

_____

DENNIS E. MURRAY
PRESIDENT OF THE CITY COMMISSION

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

Passed: February 27, 2017

Department of Public Services

Brad Link, Director
blink@ci.sandusky.oh.us

1024 Cement Ave.
Sandusky, OH 44870
Phone: 419.627.5984

Fleet Maintenance
Horticultural Services
Oakland Cemetery & Memorial Park
Property Maintenance

To: Eric Wobser, City Manager

From: Brad Link, Public Service Director

Date: February 15, 2017

Subject: Commission Agenda Item

ITEM FOR CONSIDERATION: Legislation to enter into an agreement with Republic Services of Sandusky, Ohio, for the Refuse/Recycling Collection on City Property for a 2 year period beginning March 1, 2017 and ending February 28, 2019.

BACKGROUND INFORMATION: On January 18th and 25th, 2017 notices were placed in the Sandusky Register requesting bids for the proposed contract involving the pickup of dumpsters and toters/cans spread over five (5) zones in the City (city owned properties). See attached spreadsheets for detailed information.

The following bid was received and opened on February 2, 2017 at 11:00am:

Republic Services, Sandusky, Ohio
Year one Option A
3/1/17 - 2/28/18 November 1st through March 31st - $1496.49 per month (5 months)
April 1st though October 31st - $5596.48 per month (7 months)
Year one total - $46,657.81

Year two Option A
3/1/18 - 2/28/19 November 1st though March 31st - $1656.82 per month (5 months)
April 1st though October 31st - $4932.08 per month (7 months)
Year two total - $42,808.70

The bid from Republic Services was determined to be the lowest and best.

The City currently has an agreement with Republic Services that ends Feb 28, 2017 for
November 1st though April 14th - $2472.00 per month (5.5 months)
April 15th though October 31st - $3450.50 per month (6.5 months)
Year total - $36,024.25

BUDGETARY INFORMATION: The cost of refuse and recycling pickup and disposal is paid through the General fund, Recreation Fund, and Water Fund based on the usage (number of pickups per week and the container size). It is recommended that the City enter into a two year agreement for a total not to exceed $89,466.51.

Periodically the City will need additional waste collection due to special events. Special event pricing will be $50.00 for delivery and $50.00 for removal. If a special event dumpster needs to be serviced while it's on site the cost for service will be $44.00 for a 2-yard, $88.00 for a 4-yard, and $132.00 for a 6-yard.

ACTION REQUESTED: It is recommended that a two year agreement with Republic Services be approved for the Refuse/Recycling Collection on City Property for the period March 1, 2015 through March 1, 2017. It is also recommended that the necessary legislation be passed under suspension of the rules in full accordance with Section 14 of the City Charter in order to execute the contract with Republic Services which begins March 1, 2017 and prevent any break in service.

I concur with this recommendation:

_____	_____
Brad Link, Public Service Director	Eric Wobser, City Manager

Cc: Hank Solowiej, Finance Director
Kelly Kresser, City Commission Clerk
Justin Harris, Law Director

CITY OF SANDUSKY
REFUSE COLLECTION ON CITY PROPERTY
PICK-UP SCHEDULE FOR CONTAINERS

YEAR 2 OPTION A

DESCRIPTION	April 1st - October 31st										November 1st - March 31st										Address
	Dumpster		No. of	No. of	MON	TUE	WED	THUR	FRI	SAT	Dumpster		No. of	No. of	MON	TUE	WED	THUR	FRI	SAT	
	No.	Size	Totters	Cans							No.	Size	Totters	Cans							
Fire House No. 1	1	4 cubic	1	0		X					1	4 cubic	1	0		X					600 W. Market St.
***Fire House No. 1 Recycling**			2	0		X							2	0		X					600 W. Market St.
Fire House No. 3	1	2 cubic	1	0					X		1	2 cubic	1	0					X		2034 Fifth St.
***Fire House No. 3 Recycling**			1	0					X				1	0					X		2034 Fifth St.
Fire House No. 7	1	2 cubic	0	0	X						1	2 cubic	0	0	X						3816 Venice Rd.
***Fire House No. 7 Recycling**			1	0	X								1	0	X						3816 Venice Rd.
Daily Pick-up																					
Jackson Street Pier			0	5	X	X	X	X	X	X			0	5		X			X		233 E. Shoreline
Jackson Street Parking Lot	1	6 cubic	0	0	X		X		X		1	6 cubic	0	0	X		X		X		
***Downtown Business District Recycling**			0	3	X		X		X				0	3	X		X		X		
Washington Parks			0	10	X	X	X	X	X	X			0	10		X			X		200 Washington St.
***Washington Parks Recycling**			0	3	X		X		X				0	3	X		X		X		
Veterans Park			0	1	X	X	X	X	X	X			0	1		X			X		Intersection of Jackson and Decatur
Wade Dauch Park			0	2	X	X	X	X	X	X			0	2		X			X		Intersection of Huron Ave and Wayne
Facer Park			0	1	X	X	X	X	X	X			0	1		X			X		255 Water St.
Shoreline Park	1	6 cubic	6	17	X	X	X	X	X	X			6	17		X			X		411 E. Water St.
Zone 1 Pick-up																					
Dorn Park	1	4 cubic	13	0	X				X				1	0	X						699 Bardshar Rd
Venice Park			2	0	X				X				1	0	X						701 Bardshar Rd
Service Complex	2	6 cubic	0	0	X						2	6 cubic	0	0	X						1024 Cement (enter on Marquette)
Lions Park	1	2 cubic	7	3	X		X		X				3	3	X						421 LaSalle St.
" "	1	6 cubic	0	0	X		X		X				0	0							421 LaSalle St.
Wilbert St. Park			1	0	X								1	0	X						2002 Tiffin Ave.
Churchwell Park			1	0	X				X				1	0	X						1607 S. Forest
Golf Course	1	2 cubic	2	0	X				X		1	2 cubic**	1	0	X						1933 Mills St.
Amvets League	1	2 cubic	2	0	X				X				0	0							1707 W. Adams St
Sprau Park			6	0	X				X				1	0	X						1707 W. Adams St
City Boat Ramp	1	4 cubic	6	0					X				3	0					X		101 Shelby St.
Paper District Marina	1	4 cubic	2	0	X				X				0	0							611 W. Shoreline
*** Paper District Recycling**	1	4 cubic	0	0									0	0							611 W. Shoreline
Zone 2 Pick-up																					
Central Park			3	0	X		X		X				3	0	X						600 Block of Central Ave
Greenhouse	1	2 cubic	0	0		X					1	2 cubic	0	0		X					601 Franklin St
Monroe Parking Lot			0	1		X			X				0	1		X					Across from 601 Franklin St.
Huron Play Park			3	0	X		X		X				1	0		X					600 Block Huron Ave
Huron Park Splash Pad			2	2	X		X		X				0	1		X					600 Block Huron Ave
Schirg Park			1	0	X		X		X				0	0							600 Block Huron Ave
City Hall	1	4 cubic	2	0		X					1	4 cubic	2	0		X					222 Meigs St
***City Hall Recycling**	1	4 cubic	0	0		X					1	4 cubic	0	0		X					222 Meigs St
Sandusky Bay Pavilion	1	4 cubic	6	1	X			X					0	1							605 E. Water St
Skateboard Park			0	2		X			X				0	2		X					222 Meigs St
Washington Street Pier			0	2		X			X				0	2		X					Behind 222 Meigs St.
Zone 3 Pick-up																					
Schaeffer Park			2	0	X		X		X				0	0							2107 Hayes Ave
Zone 4 Pick-up																					
Wightman-Wieber Park	1	2 cubic	3	0		X			X				1	0				X			Baltimore St
Jaycee Park South	1	2 cubic	6	0		X							1	0				X			Corner of Boalt Ln. and Lane St.
Oakland Cemetery	1	4 cubic	0	0		X					1	4 cubic	0	0				X			2917 Milan Rd.
Zone 5 Pick-up																					
Big Island Water Works	1	4 cubic	1	0					X		1	4 cubic	1	0					X		2425 First St
Water Distrubition	1	4 cubic	1	0					X		1	4 cubic	1	0					X		2425 First St
Kiwanis Softball	1	2 cubic	2	0					X				0	0							2227 First St
Farwell Park	1	2 cubic	4	0		X			X				1	0					X		1800 Block Fifth St
Orlando Pace Park			1	0		X			X				1	0					X		1130 Wamajo
Foxborough Park			3	0		X			X				1	0					X		2040 Foxborough
Totals	26		94	53							13		37	52							

***Recycling**
**** Remove Dumspter December 1st**

CITY OF SANDUSKY
REFUSE COLLECTION ON CITY PROPERTY
PICK-UP SCHEDULE FOR CONTAINERS

YEAR 1 OPTION A

DESCRIPTION	April 1st - October 31st										November 1st - March 31st										Address
	Dumpster No.	Dumpster Size	No. of Totters	No. of Cans	MON	TUE	WED	THUR	FRI	SAT	Dumpster No.	Dumpster Size	No. of Totters	No. of Cans	MON	TUE	WED	THUR	FRI	SAT	
Fire House No. 1	1	4 cubic	1	0		X					1	4 cubic	1	0		X					600 W. Market St.
***Fire House No. 1 Recycling**			2	0		X							2	0		X					600 W. Market St.
Fire House No. 3	1	2 cubic	1	0					X		1	2 cubic	1	0					X		2034 Fifth St.
***Fire House No. 3 Recycling**			1	0					X				1	0					X		2034 Fifth St.
Fire House No. 7	1	2 cubic	0	0	X						1	2 cubic	0	0	X						3816 Venice Rd.
***Fire House No. 7 Recycling**			1	0	X								1	0	X						3816 Venice Rd.
Daily Pick-up																					
Jackson Street Pier			0	5	X	X	X	X	X	X			0	5		X			X		233 E. Shoreline
Peddler's Alley			0	1	X	X	X	X	X	X			0	1		X			X		
Downtown Business District			0	24	X	X	X	X	X	X			0	24		X			X		
Washington Parks			0	10	X	X	X	X	X	X			0	10		X			X		200 Washington St.
Veterans Park			0	1	X	X	X	X	X	X			0	1		X			X		Intersection of Jackson and Decatur
Wade Dauch Park			0	2	X	X	X	X	X	X			0	2		X			X		Intersection of Huron Ave and Wayne
Facer Park			0	1	X	X	X	X	X	X			0	1		X			X		255 Water St.
Shoreline Park	1	6 cubic	6	17	X	X	X	X	X	X			6	17		X			X		411 E. Water St.
Zone 1 Pick-up																					
Dorn Park	1	4 cubic	13	0	X				X				1	0	X						699 Bardshar Rd
Venice Park			2	0	X				X				1	0	X						701 Bardshar Rd
Service Complex	2	6 cubic	0	0	X						2	6 cubic	0	0	X						1024 Cement (enter on Marquette)
Lions Park	1	2 cubic	7	3	X		X		X				3	3	X						421 LaSalle St.
" "	1	6 cubic	0	0	X		X		X				0	0							421 LaSalle St.
Wilbert St. Park			1	0	X								1	0	X						2002 Tiffin Ave.
Churchwell Park			1	0	X				X				1	0	X						1607 S. Forest
Golf Course	1	2 cubic	2	0	X				X		1	2 cubic**	1	0	X						1933 Mills St.
Amvets League	1	2 cubic	2	0	X				X				0	0							1707 W. Adams St
Sprau Park			6	0	X				X				1	0	X						1707 W. Adams St
City Boat Ramp	1	4 cubic	6	0					X				3	0					X		101 Shelby St.
Paper District Marina	1	4 cubic	2	0	X				X				0	0							611 W. Shoreline
*** Paper District Recycling**	1	4 cubic	0	0									0	0							611 W. Shoreline
Zone 2 Pick-up																					
Central Park			3	0	X		X		X				3	0	X						600 Block of Central Ave
Greenhouse	1	2 cubic	0	0		X					1	2 cubic	0	0		X					601 Franklin St
Monroe Parking Lot			0	1		X			X				0	1		X					Across from 601 Franklin St.
Huron Play Park			3	0	X		X		X				1	0		X					600 Block Huron Ave
Huron Park Splash Pad			2	2	X		X		X				0	1		X					600 Block Huron Ave
Schirg Park			1	0	X		X		X				0	0							600 Block Huron Ave
City Hall	1	4 cubic	2	0		X					1	4 cubic	2	0		X					222 Meigs St
***City Hall Recycling**	1	4 cubic	0	0		X					1	4 cubic	0	0		X					222 Meigs St
Sandusky Bay Pavilion	1	4 cubic	6	1	X			X					0	1							605 E. Water St
Skateboard Park			0	2		X			X				0	2		X					222 Meigs St
Washington Street Pier			0	2		X			X				0	2		X					Behind 222 Meigs St.
Zone 3 Pick-up																					
Schaeffer Park			2	0	X		X		X				0	0							2107 Hayes Ave
Zone 4 Pick-up																					
Wightman-Wieber Park	1	2 cubic	3	0		X			X				1	0				X			Baltimore St
Jaycee Park South	1	2 cubic	6	0		X							1	0				X			Corner of Boalt Ln. and Lane St.
Oakland Cemetery	1	4 cubic	0	0		X					1	4 cubic	0	0				X			2917 Milan Rd.
Zone 5 Pick-up																					
Big Island Water Works	1	4 cubic	1	0					X		1	4 cubic	1	0					X		2425 First St
Water Distrubition	1	4 cubic	1	0					X		1	4 cubic	1	0					X		2425 First St
Kiwanis Softball	1	2 cubic	2	0					X				0	0							2227 First St
Farwell Park	1	2 cubic	4	0		X			X				1	0					X		1800 Block Fifth St
Orlando Pace Park			1	0		X			X				1	0					X		1130 Wamajo
Foxborough Park			3	0		X			X				1	0					X		2040 Foxborough
Totals	25		94	72							12		37	71							

***Recycling**
**** Remove Dumspter December 1st**

ORDINANCE NO._____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH REPUBLIC SERVICES OF SANDUSKY, OHIO, FOR REFUSE / RECYCLING COLLECTION ON CITY PROPERTY FOR THE PERIOD OF MARCH 1, 2017, THROUGH FEBRUARY 28, 2019; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City Commission approved awarding a contract to Republic Services of Sandusky, Ohio, for refuse / recycling collection on City property for the period of March 1, 2015, through February 28, 2017, by Ordinance No. 15-036, passed on March 9, 2015; and

WHEREAS, upon public competitive bidding as required by law one (1) appropriate bid was received, and the bid of Republic Services of Sandusky, Ohio, was determined to be the lowest and best bid; and

WHEREAS, this proposed contract involves the pickup of dumpsters and toters spread over five (5) zones in the City for the period of March 1, 2017, through February 28, 2018, at a cost of $46,657.81 and for the period of March 1, 2018, through February 28, 2019, at a cost of $42,808.70; and

WHEREAS, periodically the City will need additional refuse collection due to special events and pricing may be negotiated with the contractor; 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 contract with Republic Services which begins on March 1, 2017, and prevent any break in service; 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 Public Services, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The City Manager is authorized and directed to enter into a contract with Republic Services of Sandusky, Ohio, for refuse and recycling pickup and disposal services in the amount of $46,657.81 for the period of March 1, 2017, through February 28, 2018, and in the amount of $42,808.70 for the period of March 1, 2018, through February 28, 2019, for a total amount **not to exceed** Eighty Nine Thousand Four Hundred Sixty Six and 51/100 Dollars ($89,466.51) consistent with the quote submitted by Republic Services of Sandusky, Ohio, currently on file in the office of the Director of Public Services.

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

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

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

_____
DENNIS E. MURRAY, JR.
PRESIDENT OF THE CITY COMMISSION

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

Passed: February 27, 2017

DEPARTMENT OF RECREATION

VICTORIA KURT
Superintendent

222 Meigs Street
Sandusky, Ohio 44870
Phone 419/627-5886
Fax 419/627-5825
vkurt@ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Victoria Kurt, Recreation Superintendent

Date: February 16, 2017

Subject: Commission Agenda Item –2017 Erie Blacktop Field Fence Replacement

ITEM FOR CONSIDERATION: Requesting legislation to amend Ordinance 17-024 expending funds to Fremont Fence and Guard Rail Co., of Fremont, Ohio, for the 2017 ERIE BLACKTOP FIELD FENCE REPLACEMENT Project.

BACKGROUND INFORMATION: Ordinance 17-024 awarded $19,193.00 total funds for the fence project at Erie Blacktop Field to be paid in full by the monetary donations received from Erie Blacktop and the monetary donations raised from Leadership Erie County Class of 2016.

Funds donated and raised from Erie Blacktop and LEC were found to have a remaining account total of $17,212.02. Leaving $1,980.98 to be paid from a different account. We would like to expend $1,763.00 from the Mylander Foundation- Citizens Wealth Management Donation account and $217.98 from the Recreation Account.

BUDGETARY INFORMATION: The quoted cost of the project is $19,193.00 and will be paid with the monetary donation received from Erie Blacktop and the monetary donations raised from Leadership Erie County Class of 2016 totaling $17,212.02, Mylander Foundation- Citizens Wealth Management Donation account totaling $1,763.00, and Recreation Account totaling $217.98.

ACTION REQUESTED: It is recommended legislation amending Ordinance No. 17-024 expending funds to Fremont Fence and Guard Rail Co. for the 2017 Erie Blacktop Field Fence Replacement project be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to authorized and reflect the expenditure of funds from the Mylander Foundation – Citizens Wealth Management Donation Fund and the Recreation Department's operating budget at the earliest opportunity to allow the project to move forward.

I concur with this recommendation:

_____

Eric Wobser
City Manager

cc: K. Kresser, Commission Clerk; H. Solowiej, Finance Director; J. Harris, Law Director

ORDINANCE NO._____

AN ORDINANCE AMENDING ORDINANCE NO. 17-024, PASSED ON FEBRUARY 13, 2017, EXPENDING FUNDS FOR THE PURCHASE AND INSTALLATION OF FENCING FOR THE ERIE BLACKTOP FIELD FENCE REPLACEMENT PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City Commission authorized and directed the City Manager to expend the necessary funds for the purchase and installation of fencing to Fremont Fence and Guard Rail Co., of Fremont, Ohio, for the Erie Blacktop Field Fence Replacement Project by Ordinance No. 17-024, passed on February 13, 2017; and

WHEREAS, Ordinance No. 17-024 stated the total cost for the purchase and installation of the fencing and posts is $19,193.00 and that this would be paid with donated funds received from Erie Blacktop, Inc. and donations raised from the Leadership Erie County Class of 2016; and

WHEREAS, it was realized that the balance of donated funds is only $17,212.02 and therefore it is necessary to amend Ordinance No. 17-024 to reflect the expenditure of funds for the remaining balance of $1,980.98, of which $1,763.00 will be paid with Mylander Foundation – Citizens Wealth Management Donation Funds and $217.98 will be paid with funds from the Recreation Department's operating budget; 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 amend Ordinance No. 17-024, passed February 13, 2017, and authorized and reflect the expenditure of additional funds at the earliest opportunity to allow the project to move forward; 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 Recreation, 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 amends Ordinance No. 17-024, passed on February 13, 2017, and approves the expenditure of funds from the Mylander Foundation – Citizens Wealth Management Donation Fund in the amount of One Thousand Seven Hundred Sixty Three and 00/100 Dollars ($1,763.00) and from the Recreation Department's operating budget in the amount of Two Hundred Seventeen and 98/100 Dollars ($217.98).

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.

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DENNIS E. MURRAY, JR.
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
PAIGE L. DOSTER
ACTING CLERK OF THE CITY COMMISSION

Passed: February 27, 2017

DEPARTMENT OF PUBLIC WORKS

AARON M. KLEIN, P.E.

222 Meigs Street
Sandusky, Ohio 44870
Phone 419/627-5829
Fax 419/627-5933
aklein@ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: February 16, 2017

Subject: Commission Agenda Item – 2017 Yard Waste Collection

ITEM FOR CONSIDERATION: Legislation to enter into a one year contract with Browning Ferris Industries of Ohio, Inc. dba Republic Services of Sandusky, Ohio, for the 2017 Yard Waste Collection Services for the period of April 1, 2017, through December 31, 2017.

BACKGROUND INFORMATION: Since 2004 the City has offered a yard waste pick up for a monthly fee to residents who sign up for the program. The monthly fee consists of labor, disposal and administration and is added to the water bills of participating customers. The fee charged to residents in 2016 was $11.00. The pickup service is available to residents starting April 1st and ends December 31st, with a one day per week pick up on Friday.

On February 2nd and 9th, the 2017 Yard Waste Collection Service was advertised, with bids being due on February 16th, 2017. Only one bid was received from Browning Ferris Industries of Ohio, Inc. dba Republic Services for $10.80 per customer, per month. This is an increase of $0.30 from the past three years. The contract is for one year, with the option to extend the contract two additional one year terms.

The monthly fee for 2017 to the residents will be $11.30, this includes $0.50 to cover all City administration costs. Services will remain the same as in past years with a one day per week pick up on Friday from April 1st to December 31st.

BUDGETARY INFORMATION: Based on service for a one day per week pick up at $10.80 per home per month and a contract for nine months, the estimated amount for the 2017 Yard Waste Collection Service is $62,694.00 based on last year's figure of 645 customers. This amount is subject to change due to additions and deletions of customers to the program. The cost of the service will be charged back to the customers in addition to a charge of $0.50 per month for administrative costs.

ACTION REQUESTED: It is recommended that a contract with Browning Ferris Industries of Ohio Inc. dba Republic Services be approved for the 2017 Yard Waste Collection Services. It is also recommended that the necessary legislation be passed under suspension of the rules in full accordance with Section 14 of the City Charter so that the contractor can begin the program April 1st.

I concur with this recommendation:

_____

Eric Wobser
City Manager

cc: K. Kresser, Commission Clerk; H. Solowiej, Finance Director; J. Harris, Law Director

ORDINANCE NO._____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH BROWNING-FERRIS INDUSTRIES OF OHIO, INC. D.B.A. REPUBLIC WASTE SERVICES OF SANDUSKY, OHIO, FOR THE 2017 YARD WASTE COLLECTION SERVICE WHICH IS AVAILABLE FOR THE PERIOD OF APRIL 1, 2017 THROUGH DECEMBER 31, 2017; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, since 2004, the City has offering a yard waste collection service for a monthly fee (labor, disposal, and administration) that is added to participating customer's water and sewer bills and the monthly fee for 2017 will be $11.30 per customer; and

WHEREAS, upon public competitive bidding as required by law one (1) appropriate bid was received and the bid for one (1) day per week service from Browning-Ferris Industries of Ohio, Inc. d.b.a. Republic Waste Services of Sandusky, Ohio, was determined to be the lowest and best bid; and

WHEREAS, this contract is for the period of April 1, 2017, through December 31, 2017, with the option to extend the contract for two (2) additional terms from April 1, 2018, through December 31, 2018, and from April 1, 2019, through December 31, 2019; and

WHEREAS, the estimated cost of this program based upon service for a one (1) day per week pickup at a cost of $10.80 per month per residence and a contract for (9) months is $62,694.00 (based on 2016 enrollment of 645 customers) which will be charged back to the customers in addition to a charge of $0.50 per month for administrative costs and is subject to change due to additions and deletions of customers in the program; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to allow sufficient time for Republic Waste Services to begin the program on April 1, 2017; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of Municipal Departments, including the Department of Public Works, 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 Browning-Ferris Industries of Ohio, Inc. d.b.a. Republic Waste Services of Sandusky, Ohio, for the 2017 Yard Waste Collection Service for the period of April 1, 2017, through December 31, 2017, at a cost of Ten and 800/100 Dollars ($10.80) per month per residence opting into the program, with the option to extend for two (2) additional terms from April 1, 2018, through December 31, 2018, and from April 1, 2019, through December 31, 2019, consistent with the bid submitted by Browning-Ferris Industries of Ohio, Inc. dba Republic Waste Services of Sandusky, Ohio, currently on file in the office of the Director of Public Works.

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.

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DENNIS E. MURRAY, JR.
PRESIDENT OF THE CITY COMMISSION

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

Passed: February 27, 2017

ORDINANCE NO._____

AN ORDINANCE TO AMEND SECTION 4 OF ORDINANCE NO. 02-155 ESTABLISHING THE BAYFRONT CORRIDOR COMMITTEE, IN THE MANNER AND WAY SPECIFICALLY SET FORTH HEREINBELOW; AND DECLARING THAT THIS ORDINANCE SHALL TAKE EFFECT UNDER SUSPENSION OF THE RULES AS CONTAINED IN AND IN ACCORDANCE WITH SECTION 13 OF THE CITY CHARTER.

WHEREAS, pursuant to Ordinance No. 02-155, the Bayfront Corridor Committee was established for the purposes specified therein; and

WHEREAS, it is the City Commission's desire where feasible to provide for consistent and uniform terms and membership of its Boards and Committees; 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. Section 4 of Ordinance No. 02-155 is hereby amended to read as follows:

That the Bayfront Corridor Committee shall consist of the City Manager or designee, an employee of the Development of Community Development appointed by the City Manager, and no more than fifteen (15) additional members who shall be nominated by the City Manager and appointed by and serve at the pleasure of the City Commission for three (3) year staggered terms. The terms shall be of such a length and so arranged that the initial terms of five (5) members will expire on December 31, 2017, the initial terms of five (5) members will expire on December 31, 2018, and the initial terms of five (5) members will expire on December 31, 2019.

Section 2. Existing section 4 of Ordinance No. 02-155 is hereby repealed.

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

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

Section 5. That for the reasons set forth in the preamble hereto, this Ordinance shall take effect under suspension of the rules as contained in and in accordance with Section 13 of the City Charter after its adoption and due authentication by the President and the Clerk of The City Commission.

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DENNIS E. MURRAY, JR.
PRESIDENT OF THE CITY COMMISSION

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

Passed: February 27, 2017 (effective after 30 days)

ORDINANCE NO._____

AN ORDINANCE AMENDING PART ONE (ADMINISTRATIVE CODE), TITLE SEVEN (BOARDS AND COMMISSIONS), BY THE ADDITION OF NEW CHAPTER 187 (ECONOMIC DEVELOPMENT INCENTIVE COMMITTEE), OF THE CODIFIED ORDINANCES, IN THE MANNER AND WAY SPECIFICALLY SET FORTH HEREINBELOW; AND DECLARING THAT THIS ORDINANCE SHALL TAKE EFFECT UNDER SUSPENSION OF THE RULES AS CONTAINED IN AND IN ACCORDANCE WITH SECTION 13 OF THE CITY CHARTER.

WHEREAS, pursuant to Ordinance No. 86-010, passed on February 18, 2010, the Revolving Loan Committee was established for the purposes specified therein, and then modified by Ordinance No. 87-011, passed on February 2, 1987, to provide for alternate members for the Revolving Loan Committee; and

WHEREAS, on January 25, 2016, this City Commission passed a motion of support for the City's Economic Development Program, which included the establishment of an Economic Development Review Committee; and

WHEREAS, it is desired of Staff to merge the Revolving Loan Committee and Economic Development Review Committee to create the Economic Development Incentive Committee (EDIC) for the purpose of providing support and financial assistance to Sandusky businesses to improve the economic and general welfare of the people of the City of Sandusky; 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,

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 187 (Economic Development Incentive Committee), as follows:

NEW CHAPTER 187
ECONOMIC DEVELOPMENT INCENTIVE COMMITTEE

187.01 Creation; members.
187.02 Meetings.
187.03 Powers and duties.

187.01 CREATION; MEMBERS.

(a) The City Commission does hereby create an Economic Development Incentive Committee of the City. The Economic Development Incentive Committee shall consist of five (5) members; the Director of Community Development or designee, the Law Director or designee, and three (3) citizens with experience in business and/or finance, each of whom shall serve without compensation and shall be appointed by the City Manager and confirmed by the City Commission, for a term of three (3) years. The terms of the citizen members shall be so arranged that the term of one member will expire each year.

(b) The City Manager shall designate an employee of the Department of Community Development who shall act as the Loan Administrator in an advisory capacity.

187.02 MEETINGS.

Meetings of the Committee shall be held monthly, unless determined otherwise, and at the call of the Loan Administrator and at such other times as the Committee may determine.

187.02 POWERS AND DUTIES.

The Economic Development incentive Committee shall have the power to review and evaluate all applications for financial assistance through the Revolving Loan Fund Program and/or the Economic Development Programs and to make recommendations to the City Commission for approval of such loans and/or grants pursuant to and in accordance with the rules and guideless established for the Revolving Loan Fund Program and the Economic Development Programs; and

Section 2. This City Commission hereby repeals Ordinance No. 86-010, passed on February 18, 2010.

Section 3. This City Commission hereby repeals Ordinance No. 87-011, passed on February 2, 1987.

Section 4. This City Commission hereby authorizes the elimination of the Economic Development Review Committee.

Section 5. 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 6. 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 7. That for the reasons set forth in the preamble hereto, this Ordinance shall take effect under suspension of the rules as contained in and in accordance with Section 13 of the City Charter after its adoption and due authentication by the President and the Clerk of The City Commission

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DENNIS E. MURRAY, JR.
PRESIDENT OF THE CITY COMMISSION

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

Passed: February 27, 2017 (effective after 30 days)

ORDINANCE NO. _____

AN ORDINANCE AMENDING PART ONE (ADMINISTRATIVE CODE), TITLE SEVEN (BOARDS AND COMMISSIONS), CHAPTER 157 (HUMAN RELATIONS COMMISSION) OF THE CODIFIED ORDINANCES OF THE CITY OF SANDUSKY, IN THE MANNER AND WAY SPECIFICALLY SET FORTH HEREINBELOW; AND DECLARING THAT THIS ORDINANCE SHALL TAKE EFFECT UNDER SUSPENSION OF THE RULES AS CONTAINED IN AND IN ACCORDANCE WITH SECTION 13 OF THE CITY CHARTER.

WHEREAS, this amendment provides for the restructuring of the Human Relations Commission as to its membership, terms, and duties and shall be renamed the Community Relations Commission; 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), Chapter 157 (Human Relations Commission), is hereby amended by the repeal of current Chapter 157 and the enactment of new Chapter 157 (Community Relations Commission) as set forth hereinafter:

NEW CHAPTER 157
COMMUNITY RELATIONS COMMISSION

157.01 Created, membership compensation and term of members, meetings.
157.02 Duties.
157.03 Staff.
157.04 Activity prohibited.
157.05 Limitation of power.

157.01 CREATED, MEMBERSHIP COMPENSATION AND TERM OF MEMBERS, MEETINGS.

There is hereby created and established a commission to be known as the Community Relations Commission, consisting of seven (7) members to be appointed by the City Commission. All of the members of the Community Relations Commission shall be citizens of the City of Sandusky. The City Manager or his/her designee, a member of the Law Department, a member of the Police Department, and a member of the Community Development Department shall sit ex officio on the commission. The City Commission shall also appoint one of its members as a liaison. It is important that a Community Relations Commission be fully responsive to the diversity represented by the City of Sandusky's various racial, religious, national, cultural and ethnic groups. They shall serve without compensation, but shall be reimbursed for expenses actually and necessarily incurred in connection with their duties as members of the Community Relations Commission subject to the pre-approval by the City Commission, the City Manager, and the Director of Finance.

Of the seven (7) members, two (2) shall be employees, board members, or agents of a non-profit 501(C)(3) organization, two (2) shall be of the clergy who are trained and ordained for religious service. The remaining three (3) members shall be citizens of the City of Sandusky.

Of the seven (7) members so appointed, two (2) shall be one (1) year, two (2) for two (2) years and three (3) for three (3) years and thereafter appointments shall be for three (3) year terms. In the event of death or resignation of any members, his or her successor shall be appointed by the City Commission to serve for the unexpired term for which such member had been appointed.

The officers of the Community Relations Commission shall be Chairperson and Vice Chairperson. At the first meeting of each new calendar year in March, election of officers shall take place with nominations from the floor. The officers shall be elected by a majority vote. A member shall not serve more than two (2) consecutive years as Chairperson.

The Community Relations Commission shall meet four (4) times a year in March, June, September, and December at a date and time set by the Chairperson. However, the date and time of the quarterly meetings shall be established at least thirty (30) days prior to the meeting in order to provide adequate notice to the public on the City's website of the date and time of the public meeting. The Chairperson, upon receiving a complaint or request for assistance and/or advice by the City Commission or City Manager shall call a special meeting within fourteen (14) days of receipt of the complaint or request. The Chairperson shall notify the Commission Clerk of any special meetings scheduled in order to provide adequate notice to the public of the date, time, and place of the special meeting.

157.02 DUTIES.

The Community Relations Commission is created and established to recommend ways and means of initiating and improving city government programs designed to eliminate discrimination or to remove the effects of past discrimination.

In performing this function, the commission shall strive to increase the effectiveness of these programs, to increase the fairness with which these programs are operated and to increase inter-departmental harmony in the operations of these programs. To achieve these objectives, the Community Relations Commission shall:

(a) Promote the development of mutual understanding and respect among all racial, religious, nationality, cultural, and ethnic groups in the City of Sandusky by making recommendations to City Officials on means to prevent discriminatory practices against such groups.

(b) Aid in seeing that no person is deprived of equal services by city government by reason of discrimination on account of race, color, religion, national origin, sex, age, marital status, political orientation, sexual orientation.

(c) Initiate and conduct mediation hearings at the request of the City Commission or City Manager.

(d) Confer with the Law Director on such complaints pertaining to Sandusky or criminal conduct as appear to require a legal process after initial mediation attempts and/or failure to achieve conciliation.

(e) Investigate, upon request of the City Commission and/or City Manager, allegations of discriminatory incidents and make recommendations for corrective action and coordinate efforts toward their resolution.

(f) Verify information relating to complaints of alleged discrimination practices.

(g) Formulate, develop and disseminate programs of community information, educational materials, and reports which will assist in the elimination of

prejudice, intolerance, and discrimination or which promote good will and result in better human relations.

(h) Provide recommendations upon request of the City's Human Resources Department and/or City Manager to help improve employment opportunities in city government for persons who have been the traditional targets of discrimination in employment.

(i) Assist community groups and various fraternal, service and benevolent organizations upon request in the promotion of educational campaigns devoted to the elimination of group prejudices, racial or neighborhood tensions, and tolerance, and discrimination.

(j) Conduct research upon request of the City Commission and/or City Manager to ascertain the status and treatment of racial, religious, and ethnic groups in the city and the best means of progressively improving human relations in Sandusky.

(k) Cooperate with and render assistance upon request to the City Commission, City Manager, and other branches of city government in the area of human rights.

(l) Prepare and publish an annual report and such other factual reports and recommendations as it deems necessary concerning problems relating to the discrimination, racial tensions and other human relations concern. Copies of all such reports and recommendations shall be filed with the City Manager's office, the City Commissioner, and the Law Department.

157.03 STAFF.

The Neighborhood Outreach Coordinator, along with the Clerk of the Commission, shall provide the necessary staff support for the Community Relations Commission.
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157.04 ACTIVITY PROHIBITED.

The Community Relations Commission shall not engage in, or take part in, any political activities, including the endorsement of or opposition to any candidate or issue appearing on any ballot. Urging of voter registration shall not be considered as political activity.

The Community Relations Commission shall not, either in its commission or through its officers acting in their official capacity, directly or indirectly, orally or by letter, give, solicit or receive, or in any manner be concerned in giving, soliciting or receiving any assessment, subscription or contribution for any political party or for any candidate for public office.

139.05 LIMITATION OF POWER.

The Community Relations Commission shall have no police powers, disciplinary powers, or lawmaking powers.

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 under suspension of the rules as contained in and in accordance with Section 13 of the City Charter after its adoption and due authentication by the President and the Clerk of The City Commission.

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DENNIS E. MURRAY, JR.
PRESIDENT OF THE CITY COMMISSION

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

Passed: February 27, 2017 (effective after 30 days)

ORDINANCE NO._____

AN ORDINANCE AMENDING PART ONE (ADMINISTRATIVE CODE), TITLE SEVEN (BOARDS AND COMMISSIONS), CHAPTER 161 (PLANNING COMMISSION), AND PART ELEVEN (PLANNING AND ZONING CODE), TITLE FIVE (ADDITIONAL ZONING REQUIREMENTS), CHAPTER 1161 (LANDMARK PRESERVATION), SECTION 1161.03 (ESTABLISHMENT OF LANDMARK COMMISSION) OF THE CODIFIED ORDINANCES OF THE CITY OF SANDUSKY, IN THE MANNER AND WAY SPECIFICALLY SET FORTH HEREINBELOW; AND DECLARING THAT THIS ORDINANCE SHALL TAKE EFFECT UNDER SUSPENSION OF THE RULES AS CONTAINED IN AND IN ACCORDANCE WITH SECTION 13 OF THE CITY CHARTER.

WHEREAS, the proposed amendments will modify the terms for the members of the Planning Commission and provides for the exercise of the powers, purposes and duties of the Landmark Commission by the Planning Commission; 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:

NEW LANGUAGE APPEARS IN BOLD PRINT
LANGUAGE TO BE STRICKEN APPEARS WITH A STRIKE THROUGH IT
LANGUAGE TO REMAIN UNCHANGED APPEARS IN REGULAR PRINT

Section 1. Part One (Administrative Code), Title Seven (Boards and Commissions), Chapter 161 (Planning Commission) of the Codified Ordinances of the City is hereby amended as follows:

CHAPTER 161
Planning Commission

161.01 Establishment; members.
161.02 Powers and duties.

161.01 ESTABLISHMENT; MEMBERS.

The City Commission does hereby establish a Planning Commission of the City. The Planning Commission shall consist of 7 members; the President of the City Commission or another member of the City Commission designated by the President and confirmed by the City Commission to service in his place, and 6 citizens of the City each of whom shall serve without compensation and shall be appointed by the City Commission for a term of **three (3)**~~6~~ years**. The terms of the citizen members shall be so arranged that the term of two members will expire each year.**

~~(Ord. 03-089. Passed 4-14-03)~~

161.02 POWERS AND DUTIES.

The powers and duties of the Planning Commission shall be as conferred in Part Eleven (Planning and Zoning) as are now in effect and as may be subsequently amended; to hear appeals from a decision of the Noise Control Administrator regarding a waiver pursuant to Section 519.11 of the General Offenses Code; the Planning Commission shall also have such powers and duties as conferred by Ohio R.C. 713.02, the members of Planning Commission ~~may~~ **shall** also be utilized to **exercise all powers, purposes and duties of** ~~serve on~~ the

Landmark Commission **as set forth in Chapter 1161 of the Codified Ordinances** ~~body~~, as now in effect and as may be subsequently amended by the General Assembly.

~~(Ord. 15-161. Passed 11-23-15)~~

Section 2. Part Eleven (Planning and Zoning Code), Title Five (Additional Zoning Requirements), Chapter 1161 (Landmark Preservation), Section 1161.03 (Establishment of Landmark Commission), of the Codified Ordinances of the City is hereby be amended as follows:

1161.03 ESTABLISHMENT OF LANDMARK COMMISSION.

(a) The hereby established City of Sandusky Landmark Commission, **comprised of the Planning Commission members as provided in Chapter 161, is designated the Landmark Commission and is authorized to exercise the Landmark Commission's powers as set forth in this Chapter**. ~~shall consist of seven (7) members serving two (2) year staggered terms. The first year of the creation of the Sandusky Landmark Commission four (4) members shall serve three (3) year terms, three (3) members shall serve two (2) year terms. Thereafter, each member shall serve two (2) year staggered terms. City Commission shall appoint Landmark Commission members.~~

(b) The Sandusky Landmark Commission shall meet as needed.

(c) The Sandusky Landmark Commission meetings shall comply with Federal and State laws dealing with public meetings and meeting notices.

(d) The Sandusky Landmark Commission members shall be subject to the provisions of the City Charter and these Codified Ordinances regarding conflict of interest and ethics. In addition, The Sandusky Landmark Commission members shall be subject to related provisions of the Ohio Revised Code.

(e) The Sandusky Landmark Commission, designated City Staff, or others shall prepare a written report at least once a year, for submission to the City Manager and City Commission that summarizes the Sandusky Landmark Commission activities, cases, and recommendations. Such reports shall be available for public inspections.

(f) At a minimum two members shall be professionals or expertise in the following disciplines need to be represented: architecture, history, planning, archaeology, or related disciplines, to the extent available within the community.

(g) To the extent possible, the Sandusky Landmark Commission should regularly complete annual training regarding historic preservation provided by Staff.

(h) The Sandusky Landmark Commission shall meet at least 4 times per year, meetings shall be held in a public place, advertised, and open to the public.

~~(Ord. 15-161. Passed 11-23-15)~~

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

Section 4. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of

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

Section 5. That for the reasons set forth in the preamble hereto, this Ordinance shall take effect under suspension of the rules as contained in and in accordance with Section 13 of the City Charter after its adoption and due authentication by the President and the Clerk of The City Commission.

_____
DENNIS E. MURRAY, JR.
PRESIDENT OF THE CITY COMMISSION

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

Passed: February 27, 2017 (effective after 30 days)

Department of Community Development

Matthew D. Lasko
mlasko@ci.sandusky.oh.us

222 Meigs St.
Sandusky, OH 44870
Phone: 419.627.5707
Fax: 419.627.5933
www.ci.sandusky.oh.us

To: Eric L. Wobser, City Manager

From: Matthew D. Lasko, Chief Development Officer

Date: February 14, 2017

Subject: Commission Agenda Item – Amendment to Chapter 955 of the City of Sandusky Codified Ordinances.

Items for Consideration: Legislation approving certain amended language related to Chapter 955 of the City of Sandusky Codified Ordinances.

Background Information: With regard to curbside placement of solid waste, the City of Sandusky Codified Ordinances currently require the following:

955.15 LIMITATIONS ON CURBSIDE PLACEMENT.
Containers within which solid waste, garbage, refuse and/or other discarded materials, or recyclables have been deposited may be placed upon a curb for curbside collection no earlier than 6:00 p.m. on the evening prior to the scheduled collection of said materials, and any such materials or containers which remain after said collection shall be removed from said curb no later than 8:00 p.m. on the date of said collection.

The City, and more specifically the Department of Community Development, has been approached on numerous occasions over the past 2-3 months to consider allowing residents to place their solid waste receptacles curbside the day prior to scheduled pickup earlier than currently permitted. The requests are based on the fact that during certain parts of the year spanning late fall to early spring, it is already dark outside at 6:00 p.m. and the temperature drops significantly. This, for some residents, creates both safety concerns (with having to place their solid waste receptacles curbside after dark) and weather concerns (due to dropping temperatures).

Based on the issues raised, it is proposed that Section 955 of the City of Sandusky Codified Ordinances be amended to permit solid waste, garbage, and/or other discarded materials or recyclables to be placed on the curb for curbside collection no earlier than 4:00 p.m. on the evening prior to the scheduled collection of said materials. This earlier time will only be effective from October 1 – March 31. From April 1 – September 30, the time will remain 6:00 p.m. All other requirements under Section 955 of the City of Sandusky Codified ordinances are to remain unchanged.

Budgetary Information: There is no budgetary effect of the proposed amendment to Chapter 955 of the City of Sandusky Codified Ordinances.

Action Requested: It is requested that the proper legislation be prepared to amend Chapter 955 of the City of Sandusky Codified Ordinances.

I concur with this recommendation:

Eric L. Wobser	Matthew D. Lasko, MUPDD, MSSA
City Manager	Chief Development Officer

cc: Kelly Kresser, Clerk of the City Commission
Hank Solowiej, Finance Director
Justin Harris, Law Director
Amanda McClain, Housing Manager

ORDINANCE NO._____

AN ORDINANCE AMENDING PART NINE (STREETS, UTILITIES, AND PUBLIC SERVICES CODE), TITLE FIVE (OTHER PUBLIC SERVICES), CHAPTER 955 (SOLID WASTE DISPOSAL) SECTION 955.15 (LIMITATIONS ON CURBSIDE PLACEMENT) OF THE CODIFIED ORDINANCES OF THE CITY OF SANDUSKY IN THE MANNER AND WAY SPECIFICALLY SET FORTH HEREINBELOW.

WHEREAS, the proposed amendment will accommodate requests from residents to consider allowing placement of solid waste receptacles curbside earlier than 6:00 p.m. on the evening prior to the scheduled collection of materials during early Spring and late Fall to avoid placing receptacles outside during early night-time hours and inclement weather; 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:

NEW LANGUAGE APPEARS IN BOLD PRINT
LANGUAGE TO BE STRICKEN APPEARS WITH A STRIKE THROUGH IT
LANGUAGE TO REMAIN UNCHANGED APPEARS IN REGULAR PRINT

Section 1. Part Nine (Streets, Utilities, And Public Services Code), Title Five (Other Public Services), Chapter 955 (Solid Waste Disposal), Section 955.15 (Limitations on Curbside Placement) of the Codified Ordinances of the City are hereby amended as follows:

955.15 LIMITATIONS ON CURBSIDE PLACEMENT.

Containers within which solid waste, garbage, refuse and/or other discarded materials, or recyclables have been deposited may be placed upon a curb for curbside collection no earlier than 6:00 p.m. ~~on the evening prior to the scheduled collection of said materials~~ **from April 1 through September 30 and no earlier than 4:00 p.m. from October 1 through March 31, on the evening prior to the scheduled collection of said material**, and any such materials or containers which remain after said collection shall be removed from said curb no later than 8:00 p.m. on the date of said collection.
~~(Ord. 10-055. Passed 6-28-10.)~~

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 allowed by Law.

_____
DENNIS E. MURRAY, JR.
PRESIDENT OF THE CITY COMMISSION

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

Passed:

Department of Community Development

Matthew D. Lasko
mlasko@ci.sandusky.oh.us

222 Meigs St.
Sandusky, OH 44870
Phone: 419.627.5707
Fax: 419.627.5933
www.ci.sandusky.oh.us

To: Eric L. Wobser, City Manager

From: Matthew D. Lasko, Chief Development Officer

Date: February 17, 2017

Subject: Commission Agenda Item –Purchase and Sale Agreement between the City of Sandusky and Born Again Salvage, LLC

Item for Consideration: Legislation approving a Purchase and Sale Agreement (the "Agreement") between the City of Sandusky (the "City") and Born Again Salvage, LLC ("BAS").

Background Information: BAS has been the owner of the property located at 1706 Hayes Avenue (PPN: 57-01278.000), also known as the former American Crayon facility, since June 8, 2012. The intent of the BAS, who specializes in industrial salvage, was to salvage materials from the buildings prior to demolition and then sell the property.

Due to various issues, the salvage and demolition stalled shortly after acquisition and the buildings continued to deteriorate. Based on inspections completed in 2015, the City issued emergency demolition orders based on the level of deterioration and immediate threat of collapse of certain portions of the buildings. The emergency demolition order from the City did trigger activity from BAS to commence demolition activities again in 2016. The demolition however has since stalled once more.

Given the lack of activity at the site and the threat to the public that still exits based on lack of site security, partially demolished buildings and presence of asbestos containing materials on-site, coupled with the site's location on a major traffic and pedestrian corridor, the City proposes to purchase the property and demolish and clear the site.

Under the terms of the proposed Agreement, the City would purchase the property in it's as-is, where-is condition for one-hundred and fifty thousand dollars ($150,000.00). The City would be provided a four (4) month due diligence process in order to undertake an asbestos survey and groundwater and soil sampling. These environmental due diligence expenses would be paid for through the brownfield grant. During the inspection period, the City intends to also re-bid the asbestos abatement and demolition so as to have a clear picture of how much the total investment would be to both acquire, abate and demolish

the buildings on site. If the City is satisfied with all items identified during the inspection period, the City will have thirty (30) days to purchase the property.

The City has been aggressively addressing code and blight issues within the City – with a particular emphasis on the remediation and demolition of former industrial and commercial sites in order to both stabilize these sites and adjacent neighborhoods, but also open up land for redevelopment opportunities. This potential project adds to the list of current demolition efforts taking place at G & C Foundry, Wisteria Hills, Sunoco, 425 Warren and Meier's Winery.

Budgetary Information: The City will be responsible for incurring approximately $150,000 in acquisition related expenses, assuming release of all contingencies, to be paid by the Capital Fund and financed with the City's various purpose note renewal.

Action Requested: It is requested that proper legislation be prepared to permit the City Manager enter into the Agreement with BAS. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter in order for the City to move forward with due diligence testing and to commence the contingency/inspection period.

I concur with this recommendation:

Eric L. Wobser	Matthew D. Lasko, MUPDD, MSSA
City Manager	Chief Development Officer

cc: Kelly Kresser, Clerk of the City Commission
Hank Solowiej, Finance Director
Justin Harris, Law Director

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A PURCHASE AND SALE AGREEMENT TO PURCHASE THE FORMER AMERICAN CRAYON PROPERTY LOCATED AT 1706 HAYES AVENUE AND IDENTIFIED AS PARCEL NO. 57-01278.000; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, Born Again Salvage, LLC, who specializes in industrial salvage, has owned the property located at 1706 Hayes avenue, Parcel No. 57-01278.000, since June 8, 2012, and intended to salvage materials from the building prior to demolition and then subsequently sell the property; and

WHEREAS, the salvage and demolition stalled shortly after acquisition and the buildings continued to deteriorate and in 2015 the City issued emergency demolition orders based on the level of deterioration and immediate threat of collapse of certain portions of the buildings; and

WHEREAS, given the lack of activity and threat to the public based on lack of site security, partially demolished buildings and presence of asbestos containing materials on site, coupled with the site's location on a major traffic and pedestrian corridor, the City desires to purchase this property and demolish and clear the site; and

WHEREAS, the purchase price for the premises is $150,000.00 plus closing costs and will be paid with Capital Funds and financed with the City's various purpose note renewal; and

WHEREAS, the City will be provided a four (4) month inspection period for due diligence to undertake an asbestos survey and groundwater and soil sampling of which these costs will be paid with Brownfields grant funds, and during the inspection period the City also intends to re-bid the asbestos abatement and demolition to estimate the total investment to acquire, abate and demolish the buildings on site; and

WHEREAS, at the end of the inspection period the City will have thirty (30) days to either purchase the property or terminate the Agreement; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately commence the inspection period and move forward with due diligence testing and to continue to implement the City's efforts towards blight elimination in the interest of the health and safety and general welfare of the citizens of Sandusky; 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 Community Development, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The City Manager is hereby authorized and directed to execute the Agreement on behalf of the City for the sale and purchase of real property with Born Again Salvage, LLC, substantially in the same form as contained in Exhibit "1", 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 to purchase the property identified as Parcel No. 57-

01278.000, located at 1706 Hayes Avenue in Sandusky.

Section 2. The City Manager, Finance Director and Law Director are authorized and directed to take such other actions and measures as are incident to and reasonably necessary to effect the purchase of Parcel No. 57-01278.000, located on 1706 Hayes Avenue in Sandusky.

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.

_____
DENNIS E. MURRAY, JR.
PRESIDENT OF THE CITY COMMISSION

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

Passed: February 27, 2017

PURCHASE AND SALE AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2017, by and between City of Sandusky, of Erie County, Ohio, hereinafter referred to as the "Purchaser" and Born Again Salvage LLC, an Ohio Limited Liability Corporation whose tax mailing address is _____, and hereinafter referred to as "Seller".

WITNESSETH:

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

1. The Seller agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Seller, the premises located at 1706 Hayes Avenue (PPN 57-01278.000), Sandusky, Ohio, and more fully described in the legal description marked Exhibit "A" attached to this Agreement and specifically incorporated as if fully rewritten herein, the legal description of which will be set forth in the deed transferring ownership of said premises.

2. The total purchase price for the premises is One Hundred and Fifty Thousand Dollars ($150,000.00 US).

   a. Which shall be paid by cashier's check or by certified check, or other negotiable instrument, which sum shall be deposited with the escrow agent on or before the closing date of this transaction and is subject to the prorations and adjustments set forth in this Agreement.

3. Payment of sale price by Purchaser is expressly contingent upon Seller using his best efforts to demolish the structures on the property and Seller acknowledges this agreement does not relieve Seller of any duty to continue to eliminate the nuisance conditions of the property including the structures prior to the sale of the property, to the best of Seller's ability.

4. The Seller shall furnish a transferable and recoverable general warranty deed conveying to Purchaser marketable title to the Property in fee simple, with dower rights released (if

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applicable), free and clear of all liens rights to take liens, assessments and encumbrances whatsoever, except the following permitted encumbrances:

(a) Real Estate taxes and assessments that are not due and payable;

1. Seller acknowledges that any real estate taxes and assessments and/or their delinquencies that are due and payable will be paid by Seller at the time of closing as the normal operation of law.

The Permitted Encumbrance also shall include any matters waived or deemed waived by Purchaser pursuant to Paragraph 5.

5. Within twenty (20) days after acceptance of this Agreement, the Purchaser shall obtain a title examination or commitment for an owner's policy of title insurance insuring Purchaser's title to the Property. The Purchaser shall furnish a copy of the examination report or commitment to the Seller. If the examination report or commitment shows that title to all or part of the Property is unmarketable, as determined by Ohio law, or is subject to any defect, lien or encumbrance that is not a Permitted Encumbrance, the Purchaser shall notify the Seller of its objections within the twenty (20) day period or the same will have been deemed waived by the Purchaser. To the extent the Purchaser's objections involve monetary liens, Seller shall, upon receipt of the Purchaser's objections, promptly undertake and complete prior to the closing all actions necessary to satisfy and eliminate the liens. If Seller elects not to remedy or remove the defect or encumbrance or is unable to do so, the Purchaser's sole remedy shall be to elect either to: (i) waive the defect or encumbrance and accept such title to the Property as Seller is able to convey or (ii) terminate this Agreement. The Purchaser shall so elect by delivering written notice to Seller on or before the date of the closing, and if the Purchaser fails to give such notice, it shall be deemed to have exercised election (i). If the Purchaser terminates the Agreement as provided in clause (ii),

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both the Purchaser and the Seller shall be released from all obligations under this Agreement. All costs of the title examination or title insurance commitment and policy shall be paid for by the Purchaser.

6. Inspection: Purchaser shall have up to one hundred and twenty (120) calendar days from the date of this Agreement to inspect or cause inspections to be conducted on the Property as due diligence in determining the extent of environmental issues, demolition issues, or other issues the Purchaser needs to inspect in order to render a knowledgeable decision to purchase the Property. In order to accomplish said inspections the Seller shall allow entry to the property and any structures therein, upon 24 hour notice from Purchaser to Seller. Seller agrees to provide Purchaser any historical inspection reports or the like, which include but not limited any surveys or environmental reports. Seller shall provide these reports or the like within five (5) days of signing this Agreement. Should any issue arise through the inspection(s) or the review of the any documents or reports, the Purchaser has the unilateral right to terminate this Agreement in the Purchaser's complete discretion. Purchaser may allow Seller to cure, at Purchaser's sole discretion. When the Purchaser has completed their inspection(s) and review of documents and does so prior to the 120 day deadline, Purchaser will notify Seller of the Purchaser's intentions (to continue with the purchase or terminate) if the intention is to continue with the purchase the closing date shall be as specified in Section 8 below. Said time will start running from the date of the Purchaser's notice of intention.

7. Financing: This Sale and Purchase Agreement is expressly contingent upon Sandusky City Commission approval.

8. The closing date of this transaction shall be no later than Thirty (30) days from the conclusion of the inspection period in Section 6 above or at such other time as may be mutually

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agreed upon, in writing, by the Parties. The escrow agent herein shall be Hartung Title, 327 East Washington Street, Sandusky, Ohio 44870. All funds and documents required to close this transaction shall be deposited with said escrow agent on or before closing date. An executed counterpart of this Agreement shall be deposited with the escrow agent by the Purchaser and this Agreement shall serve as the escrow instructions. The escrow agent may attach its standard conditions of acceptance thereto; provided, however, that in the event such standard conditions are inconsistent or in conflict with the terms of this Agreement, this Agreement shall control.

9. Purchaser is not represented by a real estate broker or agent, therefore any fee paid to a broker shall not be paid in whole or in part by the Purchaser.

10. On the closing date, the escrow agent shall file or record the deed, and any other instruments, if any, required to be recorded pursuant to this Agreement and shall thereupon deliver to each of the Parties, the funds and documents to which they shall be respectively entitled, together with its escrow statement.

In closing this transaction, the escrow agent shall charge the Seller with the following costs of this transaction:

a. The cost of any real estate transfer tax on file;

b. One-half of the escrow fees.

In closing this transaction, the escrow agent shall charge the Purchaser with the following costs of this transaction:

a. The cost of filing the deed for record;

b. One-half of the escrow fees;

c. The cost for the title examination and insurance policy, if elected, in the amount of the purchase price; and

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11. Purchaser shall be entitled to immediate possession of the Property upon the closing of this transaction or at such later date as may be agreed to by the Purchaser.

12. Seller makes the following representations to the Purchaser as of the date of this Agreement and the date of the closing:

(a) To the best of Seller's knowledge, the Property is in full compliance with environmental, zoning, and land use laws and other local, state and federal laws and regulations. Seller is not in receipt of any notice of alleged noncompliance with any of the foregoing.

(b) No environmental, zoning or State or Federal regulation proceedings have been instituted, nor to Seller's knowledge are any of those proceedings planned to be instituted, that would detrimentally affect the use and operation of the Property or the value of the Property, nor has Seller received notice of any special assessments or special assessment proceedings affecting the Property.

(c) The Property is not subject to any purchase contract or option.

(d) There are not leases, tenancy rights or other contracts or arrangements with respect to the Property.

(e) No work has been performed or labor, materials, equipment or fuel furnished to the Property within the last ninety (90) days (or, if any of the same have been performed or furnished, all persons who may have the right to assert a mechanic's lie have been fully paid).

(f) To the best of Seller's knowledge, no toxic, explosive or otherwise dangerous material or hazardous substances have been concealed within, buried beneath, or released on or from the Property.

(g) That the undersigned, Peter Gaitan, is the formal and legal representative of Born Again Salvage LLC, and that he has full authority to sell the Property.

At closing, Seller shall sign a customary Seller's affidavit with respect to off record title matters, in addition to the matters set for above.

Sellers' representations and warranties shall survive the closing.

13. This Agreement sets forth the entire and understanding between the parties with

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respect to the subject matter hereof, and no agreements or understandings nor any representations concerning the same shall be binding upon the Parties unless specifically set forth herein.

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

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

SIGNATURE PAGE TO FOLLOW

DRAFT

IN WITNESS WHEREOF, THIS SALE AND PURCHASE AGREEMENT has been executed by Seller as of the day and year first above written.

Seller:

By: _____
Peter Gaitan,
Born Again Salvage LLC

STATE OF OHIO)
) SS.
COUNTY OF ERIE)

Before me, a Notary Public in and for said County and State, personally appeared Peter Gaitan, the Seller, who acknowledged that they signed the foregoing instrument and the same are their free act and deed. IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at _____, Ohio, this _____ day of _____, 2017.

_____
Notary Public

DRAFT

Purchaser(s):

By: _____
Eric Wobser
City Manager, Sandusky, Ohio

STATE OF OHIO)
) SS.
COUNTY OF ERIE)

Before me, a Notary Public in and for said County and State, personally appeared Eric Wobser, City Manager for the Purchaser, who acknowledges that he signed the foregoing instrument and the same is his free act and deed. IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at _____, Ohio, this _____ day of _____, 2017.

_____
Notary Public

APPROVED AS TO FORM:

_____
Trevor M. Hayberger
Assistant Law Director
City of Sandusky

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CERTIFICATE OF DIRECTOR OF FINANCE

The undersigned, fiscal officer of the City of Sandusky, Ohio, hereby certifies that the money required to meet the obligations of the City during the year 2017 under the foregoing Agreement has been lawfully appropriated by the Council of the City for such purposes and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

_____
Director of Finance

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Legal Description
For File: 1220392

Situate in Ward 2, City of Sandusky, County of Erie, State of Ohio, and being part of lands as conveyed from the Dixon Ticonderoga Company to the Hayes Avenue Development Company, LLC in RN 200501630, also being that part of Outlots 42 & 43 lying east of the center of Hayes Avenue and south of the right of way of The Lake Shore & Michigan Southern Railroad, now the Norfolk Southern Railroad, parts of Outlots 52 and 53 east of Hayes Avenue and north of Rockwell Street and known as the former right of way of the Lake Erie and Wheeling Railroad (50 feet in width), all of Lots 102 & 104 on Hayes Avenue and all of Lots 5, 7, 9, 11, 13, 15, 17, 19, 21, 23, 25, 27, 29 and part of Lot 31 on Rockwell Street in the Rockwell, Curtis and Whitworth Subdivision, P.V. 5, Pg. 32, all deed and plat references herein to the records of the Erie County Recorder's Office, and more particularly bounded and described as follows:

Commencing, for reference, at a Mag nail set at the intersection of the centerline of Thomas Street (66 feet in width) and Rockwell Street (50 feet in width); thence North 88°24'45" West with the centerline of Rockwell Street, a distance of 137.37 feet to a point; thence North 1°35'15" East, a distance of 25.00 feet to a 5/8" iron rod set and the TRUE POINT OF BEGINNING for this description;

thence, continuing along the northerly right of way line of Rockwell Street North 88°24'45" West, a distance of 706.05 feet to a 5/8" iron rod set in the easterly right of way line of Hayes Avenue (60 feet in width);

thence, North 19°37'18" East with the easterly right of way line of Hayes Avenue, a distance of 465.69 feet to a 5/8" iron rod set on the southerly right of way line of the Norfolk Southern Railroad (66 feet in width), said southerly right of way line being thirty three (33) feet from, in a line measured perpendicular to, the centerline of the north main track;

thence, South 82°37'35" East with said southerly right of way line, a distance of 603.87 feet to a 5/8" iron rod set;

thence, South 07°24'18" West through lands of Hayes Avenue Development Company, LLC, RN 200501630, a distance of 383.91 feet to the point of beginning, containing 6.2497 acres, more or less, subject to legal highways, easements and restrictions of record.

This description was prepared by John Hancock, P.S., Ohio R.L.S. 6918 from actual field surveys of the premises conducted in July, 2008 and March 2012. Bearings herein are based upon an assumed bearing of North 88°24'45" West for the centerline of Rockwell Street.

John Hancock & Associates, Inc., John Hancock, P.S.

EXHIBIT

"A"

City of Sandusky Department of Planning and Development
222 Meigs Street, Sandusky, OH 44870
(419) 627-5715

TO: Eric Wobser, City Manager

FROM: Angela Byington, AICP
Planning Director

DATE: February 15, 2017

SUBJECT: Commission Agenda Item – CDBG FY16 Residential Demolition Project #2

ITEM FOR CONSIDERATION: Ordinance authorizing and directing the City Manager to enter into a contract for asbestos abatement and demolition of 2201 Campbell Street, 823 Third Street, 1906 Third Street, 1408 Lindsley Street, 634 Washington Street, and 1233 C Street. All properties are vacant, blighted and were ordered for demolition. Liens will be placed on all privately owned properties for the cost of asbestos abatement and demolition.

The following bids were received on February 14, 2017:

Great Lakes Demolition Company	$60,350.00	100% Bond
B. Shortridge Construction	$29,975.00	$29,975.00 Bond
Ed Burdue & Co., LLC	$53,970.00	100% Bond
B & B Wrecking & Excavating Inc.	$72,300.00	100% Bond
Barnes Inc.	$82,490.00	100% Bond
Cash Services LLC	$78,195.00	100% Bond
Down 2 Earth Demolition & Excavating L.L.C	$71,850.00	100% Bond
Midwest Environmental Inc.	$81,800.00	100% Bond

Ed Burdue & Co., LLC of Sandusky, Ohio was determined to be the lowest and best bid. B. Shortridge Construction did not include a complete bid for all six (6) properties and therefore the bid is considered non-responsive.

BUDGETARY INFORMATION: The project cost based on the bid, including advertisement and miscellaneous costs is $54,170.00. This project will be paid for with $43,670.00 of FY2016 Community Development Block Grant (CDBG) Funds and $10,500.00 of Insurance Fire Funds.

ACTION REQUESTED: It is requested that the Ordinance awarding a contract to Ed Burdue & Co., LLC of Sandusky, Ohio for the demolition of 2201 Campbell Street, 823 Third Street, 1906 Third Street, 1408 Lindsley Street, 634 Washington Street, and 1233 C Street in the amount of $53,970.00 be approved. It is requested that the legislation be passed under suspension of the rules in accordance with Section 14 of the City Charter in order to move forward with the project and eliminate potential hazards from our neighborhoods. These properties have been an issue for many neighbors over the years.

_____
Angela Byington, AICP
Planning Director

I concur with this recommendation:

_____
Eric Wobser
City Manager

cc: Eric Wobser, City Manager
Justin Harris, Law Director
Hank Solowiej, Finance Director
Kelly Kresser, Clerk of City Commission
Matt Lasko, Chief Development Officer

ORDINANCE NO._____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH ED BURDUE & CO., LLC, OF SANDUSKY, OHIO, FOR THE CDBG FY16 RESIDENTIAL DEMOLITION PROJECT #2; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City Commission declared the necessity for the City to proceed with the proposed CDBG FY16 Residential Demolition Project #2 by Resolution No. 004-17R, passed on January 23, 2017; and

WHEREAS, the CDBG FY16 Residential Demolition Project #2 involves asbestos abatement and demolition of seven (6) residential structures, which are vacant and blighted, of which six (5) were condemned and ordered for demolition by the City or the Housing Appeals Board and are located at 823 Third Street, 1906 Third Street, 1233 C Street, 1408 Lindsley Street, and 634 Washington Street and the other property is located at 2201 Campbell Street and is owned by the City as part of the Land Reutilization Program; and

WHEREAS, upon competitive bidding as required by law seven (7) appropriate bids and one (1) non-responsive bid were received and the bid from Ed Burdue & Co., LLC, of Sandusky, Ohio, was determined to be the lowest and best bid; and

WHEREAS, the total cost of the project based on bids and including advertisement and miscellaneous costs is $54,170.00, and will be paid with FY16 Community Development Block Grant (CDBG) funds in the amount of $43,670.00 and Insurance Fire Funds in the amount of $10,500.00; 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 move forward with the demolition of these properties, which have been issues for many neighbors over the years, and eliminate potential hazards from City neighborhoods; 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 Community Development, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The City Manager is authorized and directed to enter into a contract with Ed Burdue & Co., LLC, of Sandusky, Ohio, for the CDBG FY16 Residential Demolition Project #2, in an amount **not to exceed** Fifty Three Thousand Nine Hundred Seventy and 00/100 Dollars ($53,970.00) consistent with the bid submitted by Ed Burdue & Co., LLC, of Sandusky, Ohio, currently on file in the office of the Director of Public Works.

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.

_____
DENNIS E. MURRAY, JR.
PRESIDENT OF THE CITY COMMISSION

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

Passed: February 27, 2017

Department of Community Development

Maria Muratori
mmuratori@ci.sandusky.oh.us

222 Meigs St.
Sandusky, OH 44870
Phone: 419.627.5891
www.ci.sandusky.oh.us

To: Eric L. Wobser, City Manager

From: Maria Muratori, Development Specialist

Date: February 16, 2017

Subject: Commission Agenda Item – Amendment to the Grant Agreement between City of Sandusky and Daly's, Ltd.

Items for Consideration: Legislation approving an Amendment to the Grant Agreement entered into between the City of Sandusky and Daly's, Ltd. ("Daly's"), an Ohio Limited Liability Company.

Background Information: Daly's is in the process of beautifying its building and surrounding areas by undergoing a project to improve the exterior building façade. The project entails upgrades to doors, windows and lighting at the property located at 104-110 Columbus Avenue. The Daly's building is in a prominent location in the heart of downtown Sandusky. Thus far, the windows and lighting have been installed. The doors are the only remaining item to be completed. Since the building's purchase in the late 1990s, Mr. David Bier, owner and operator, has installed a new roof and new signage, painted the exterior, installed a new gutter system, and erected a wrought iron fence around the outdoor patio area. Mr. Bier has also performed interior upgrades including ADA updates and some structural improvements. The aforementioned past renovations have been performed with private capital.

As part of the currently proposed project, David Bier will have installed three (3) new entry doors, including closures and hardware. Existing windows have been removed and replaced with forty-eight (48) new windows on the 2nd and 3rd floors; four (4) new picture windows have been installed on the top floor. Ten (10) new light fixtures have been installed in existing locations, utilizing existing wiring – comprised of eight (8) large antique style exterior lights and two (2) small exterior lights. The project was modified to include additional lighting and door upgrades which have increased the project cost.

The total project cost is now estimated at approximately $52,698. I recommend that the City Commission increase the grant amount to $31,618.80, which is 60% of the updated project costs. The increase request was approved at the February 14, 2017 Economic Development Review Committee meeting, in accordance with the Sandusky City Economic Development Programs.

Budgetary Information: The City will be responsible for providing $31,618.80 (an increase of $2,353.80) in grant proceeds from the Economic Development Capital Projects Fund on a reimbursable basis at the completion of the project.

Action Requested: It is requested that the proper legislation be prepared to allow the City to enter into an Amendment to the Grant Agreement with Daly's, Ltd. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter to expedite passage and allow for disbursement of grant funds in a timely manner once the project is completed.

I concur with this recommendation:

Eric L. Wobser City Manager	Maria Muratori Development Specialist

Matthew D. Lasko, MUPDD, MSSA
Chief Development Officer

cc: Kelly Kresser, Clerk of the City Commission
Justin Harris, Law Director
Hank Solowiej, Finance Director
Angela Byington, Planning Director

ORDINANCE NO._____

AN ORDINANCE AUTHORIZING AND APPROVING AN AMENDMENT TO THE GRANT AGREEMENT WITH DALY'S, LTD, IN RELATION TO THE PROPERTY LOCATED AT 104-110 COLUMBUS AVENUE; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City Commission authorized and approved a grant in the amount of $29,265.00 to Daly's, Ltd., in relation to the property located at 104-110 Columbus Avenue by Ordinance No. 16-117, passed on July 25, 2016; and

WHEREAS, Daly's Ltd. was granted funds to beautify its building and surrounding areas by undergoing a project to improve the exterior building façade and entailed upgrades to doors, windows and lighting at the property located at 104-110 Columbus Avenue; and

WHEREAS, changes were made to the project that included additional lighting and door upgrades which have increased the total project cost; and

WHEREAS, the Economic Development Review Committee met on February 14, 2017, and is recommending to approve an increase of grant funds to Daly's Ltd., in the amount of $2,353.80, which is 60% of the revised total project costs, for a total grant amount of $31,618.80; 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 immediate execute the amendment and allow for disbursement of grant funds in a timely manner once the project is completed; 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 Community Development, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. This City Commission authorizes and approves the Amendment to the Grant Agreement with Daly's, Ltd., for financial assistance with an exterior building façade project, substantially in the same form as reflected in Exhibit "A" which is attached and specifically incorporated as if fully rewritten herein together with such revisions or additions as are approved by the Law Director as not being substantially adverse to the City and being consistent with the objectives and requirements of this Ordinance and with carrying out the City's public purposes.

Section 2. This City Commission authorizes and approves an increase in grant funding to Daly's Ltd. in the amount of Two Thousand Three Hundred Fifty Three and 00/100 Dollars ($2,353.80), and the Finance Director is directed to deliver to Daly's Ltd., a draft in the revised sum of Thirty One Thousand Six Hundred Eighteen and 80/100 Dollars ($31,618.80) from the Economic Development Capital Projects Fund of the City of Sandusky pursuant to and in accordance with the terms of the Grant Agreement and Amendment.

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.

_____
DENNIS E. MURRAY, JR.
PRESIDENT OF THE CITY COMMISSION

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

Passed: February 27, 2017

AMENDMENT TO GRANT AGREEMENT

This Amendment to the Grant Agreement is made on and entered into on this _____ day of _____ 2017, between the City of Sandusky, Ohio, a Municipal Corporation duly organized and validly existing under the Constitution and laws of the State and a duly adopted Charter (the "City"), and Daly's, Ltd., an Ohio limited liability company duly organized and validly existing under the laws of the State (the "Company").

WHEREAS, the City and Company entered into a Grant Agreement on August 2, 2016;

WHEREAS, the City and the Company desire to amend Section 1. (City Grant), of the Grant Agreement;

WHEREAS, pursuant to Section 6. (Miscellaneous), (b) (Amendments) of the Grant Agreement, amendments may be made by written instrument executed by all partieshereto; and

NOW THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

1. Section 1. (City Grant) of the Grant Agreement shall allow for an increase in the amount of the City Grant. The City Grant shall increase from $29,265 to $31,618.80. This increase reflects 60% of cost overages incurred with respect to new doors and lighting. Section 1. (City Grant) of the Grant Agreement shall be amended as follows:

> The City agrees to grant ~~$29,265~~ **$31,618.80** to the Company (the "City Grant") toward the costs of the Project, payable upon completion of build out. The City Grant will be expensed from the Economic Development Capital Projects account (#431-4070-53000). Construction must be done in accordance with and to the reasonable satisfaction of the City, which would include, but not limited to, compliance with all Planning and Zoning matters and other applicable codes and regulations of the City of Sandusky. Furthermore, the Company agrees to display a sign for at

DRAFT

least one year upon completion of the Project noting the City's support; and

2. All other terms of Section 1. (City Grant) of the Agreement shall remain unchanged.

4. All other terms and provision of the original Grant Agreement shall remain unchanged and in full force and effect during the duration of the Agreement.

CITY OF SANDUSKY, OHIO:

_____
Eric L. Wobser, City Manager

DALY'S, LTD.

_____
(Signature)

_____
(Printed Name & Title)

Approved as to Form:

_____
Justin D. Harris
Ohio Supreme Court #0078252
Law Director
City of Sandusky

DRAFT

City of Sandusky Department of Planning and Development
222 Meigs Street, Sandusky, OH 44870
(419) 627-5715

TO: Eric Wobser, City Manager

FROM: Marvin Ranaldson, Transit Administrator

DATE: February 21, 2017

SUBJECT: Agreement for Transportation services- First Transit Inc.

ITEM FOR CONSIDERATION: Legislation for approval to award and enter into a 3 year service agreement with the option to renew for two (2) consecutive one (1) year terms with First Transit Inc., for the daily operation and management of the Sandusky Transit System (STS) public transportation service. The contract will begin April 1, 2017.

BACKGROUND INFORMATION:

The City of Sandusky is the designated recipient of Federal Transportation Administration (FTA) funding dollars under Chapter 49, Section 5311 of the Code of Federal Regulations. As per the regulations, the daily operation and management of STS is to be bid to the general public for a designated period of time to be determined by the City. The City chose to request proposals for a three year period with an option for two additional one year renewal time periods. The City sought a third-party, turn-key service provider who could provide vehicles, vehicle maintenance, management, personnel, and dispatch services for STS. A Request for Proposal (RFP) was issued in November 2016, for qualified passenger transportation entities for the demand responsive, fixed-route, curb-to-curb, small urban public transit system within the designated service area of the current STS operation. Three service providers responded to the RFP and submitted a technical and service cost proposal. The three proposals provided strong competition between the vendors, and an accurate representation of the marketplace. The proposals were scored by an evaluation committee and then the committee interviewed each firm and as a result, First Transit, Inc. was selected as the best proposal which provided the City the best value for the continued operation of the Sandusky Transit System.

The 2017 RFP Committee consisted of professionals with experience in RFP processes and background relevant to operating a transit system.
Committee members were:
Trevor Hayberger, Marvin Ranaldson, Stuart Hamilton and Angela Byington from the City of Sandusky and Steve Poggiali from Erie County Regional Planning.

Final RFP Scoring			
	MV Transit	**First Transit**	**McDonald Transit**
Average score	**15.01**	**18.58**	**15.06**

BUDGETARY INFORMATION: STS operations and administration are funded by the Federal Transit Administration, State of Ohio, local contributing agencies, local contributing private entities, the daily farebox collections and the City's General Fund. The city has agreed upon a Normalized service per hour rate of $32.98 for 2017.

ACTION REQUESTED: It is therefore requested that legislation be approved to allow the City Manager to enter into a 3 year agreement with First Transit, Inc. to operate the Sandusky Transit System, with the option for 2 consecutive one year extensions. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter to execute the agreement with First Transit, Inc. and allow for

continued transportation services as the current contract expires on March 31, 2017. .

I concur with this recommendation:

Eric Wobser City Manager	Angela Byington Director of Planning

Marvin Ranaldson
Transit Administrator

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

COST PROPOSAL FORM
Alternate Fixed / Variable Pricing Model
City of Sandusky/ Sandusky Transit System
(Original hours with one Utility position split equally between Operational Costs and Maintenance Costs)

COST SUMMARY FOR YEAR	2017	2018	2019	2020	2021
ASSUMPTIONS:					
VEHICLE HOURS OF SERVICE	47,492	47,492	47,492	47,492	47,492
VEHICLE MILES OF SERVICE	700,000	700,000	700,000	700,000	700,000
PASSENGER TRIPS	200,000	200,000	200,000	200,000	200,000
FAREBOX REVENUE	$200,000	$200,000	$200,000	$200,000	$200,000
VARIABLE EXPENSES					
DISPATCHING	$2.51	$2.55	$2.60	$2.65	$2.69
DRIVERS	14.94	15.31	15.78	16.24	16.71
FRINGE BENEFITS	4.92	5.20	5.43	5.66	5.90
INSURANCE	1.03	1.04	1.06	1.08	1.11
CORPORATE SUPPORT	1.04	1.08	1.13	1.16	1.19
FEE (PROFIT)	1.04	1.08	1.13	1.16	1.19
SAFETY/TRAINING EXPENSES	0.14	0.13	0.13	0.13	0.13
VARIABLE EXPENSES PER HOUR	**$25.62**	**$26.39**	**$27.26**	**$28.08**	**$28.92**
TOTAL VARIABLE EXPENSES	**$1,216,745**	**$1,253,314**	**$1,294,632**	**$1,333,575**	**$1,373,469**
FIXED EXPENSES					
MANAGEMENT (GM and Ops Mgr)	$127,000	$129,540	$132,131	$134,773	$137,469
MAINTENANCE (Bus Shelter Cleaner)	13,390	13,631	13,876	14,126	14,380
FRINGE BENEFITS	39,607	41,674	43,126	44,587	46,197
OFFICE SUPPLIES	7,852	8,049	8,250	8,456	8,667
OPERATIONS EXPENSES	31,566	32,586	33,556	34,480	35,507
CUSTODIAL	2,400	2,460	2,522	2,585	2,649
MISCELLANEOUS*	34,161	35,007	35,873	36,761	37,671
TAXES	4,080	4,264	4,455	4,656	4,865
CORPORATE SUPPORT	13,562	13,876	14,166	13,340	13,648
FEE (PROFIT)	13,562	13,876	14,166	13,340	13,648
DEPRECIATION	21,569	21,569	21,569	21,778	21,778
START UP EXPENSE	25,943	25,943	25,943	-	-
VEHICLE LICENSE FEES	4,350	4,437	4,526	4,616	4,709
TOTAL FIXED EXPENSES	**$339,042**	**$346,911**	**$354,159**	**$333,498**	**$341,189**
TOTAL ANNUAL COST	**$1,555,787**	**$1,597,869**	**$1,645,030**	**$1,663,216**	**$1,711,432**

* Services Miscellaneous includes Drivecam, GeoTab, payroll processing, cell phones, and shelter cleaning supplies.

COST PROPOSAL FORM
Alternate Fixed / Variable Pricing Model
City of Sandusky/ Sandusky Transit System

(Reduced hours for all years with one Utility position split equally between Operational Costs and Maintenance Co

ASSUMPTIONS:					
VEHICLE HOURS OF SERVICE	46,067	46,067	46,067	46,067	46,067
VEHICLE MILES OF SERVICE	700,000	700,000	700,000	700,000	700,000
PASSENGER TRIPS	200,000	200,000	200,000	200,000	200,000
FAREBOX REVENUE	$200,000	$200,000	$200,000	$200,000	$200,000
Fixed Fee Per Month	$28,253.53	$28,909.29	$29,513.29	$27,791.54	$28,432.39
Annual Fixed Fee	$339,042.39	$346,911.47	$354,159.44	$333,498.46	$341,188.72
Cost Per Vehicle Hour of Service	$25.62	$26.39	$27.26	$28.08	$28.92
Annual Cost Per Vehicle Service Hours	$1,180,237	$1,215,708	$1,255,786	$1,293,561	$1,332,258
Total Cost	**$1,519,279**	**$1,562,620**	**$1,609,946**	**$1,627,060**	**$1,673,446**

EXHIBIT D - COST PROPOSAL FORM

City of Sandusky/ Sandusky Transit System

(One Utility position split equally between Operational Costs and Maintenance Costs)

COST SUMMARY YEAR 2017 MAINTENANCE COSTS

		Total Cost	Cost 4/1/17
	COST SUMMARY FOR YEAR	2017	**to 12/31/17**
	ASSUMPTIONS:		
	VEHICLE HOURS OF SERVICE	**47,492**	
	VEHICLE MILES OF SERVICE	**700,000**	
	PASSENGER TRIPS	**200,000**	
	DOLLAR PER HOUR		
	LABOR:		
1	MANAGEMENT	60,000	40,000
2	TECHNICIAN WAGES	89,981	59,987
3	UTILITY WAGES	13,390	8,927
4	MAINTENANCE		
5	RESERVATIONIST		
	SUBTOTAL		
6	FRINGE BENEFITS	53,822	35,881
	SUBTOTAL	217,193	144,795
	MATERIAL AND SUPPLIES:		
7	FUEL & LUBRICANTS	9,672	6,448
8	TIRES & TUBES	8,915	5,943
9	VEHICLE PARTS	94,011	62,674
10	OFFICE SUPPLIES	464	309
11	OPERATIONS EXPENSES	1,000	667
	SUBTOTAL	114,062	76,041
	SERVICES:		
12	PROFESSIONAL		
13	CUSTODIAL		
14	TECHNICAL		
15	ADMIN SUPPORT (MAINTENANCE)		
16	MISCELLANEOUS*	930	620
	Page 2 Cost Summary		
24	DEPRECIATION (computer)	553	369
25	START UP EXPENSE		
26	INTEREST		
27	SAFETY/TRAINING EXPENSES	264	176
28	COMMUNICATION EXPENSES		
29	DISPATCHING SYSTEM		
30	VEHICLE LICENSE FEES		
	SUBTOTAL	1,747	1,165
	TOTAL COST*	333,002	222,001

* Pricing Assumptions

1 Price does not include any capital equipment costs. As capital needs are determined we will notify City of the need and determine if First Transit will purchase and captialize and include monthly depreciation with monthly invoice or if City will purchase outright. Initial needs will include some new oil storage tanks, assessment of existing drive-on lift. This lift is 20 years old and will need replaced soon. 4 post lift for Heavy Duty Transit Buses to service Gillig replacements.

2 First Transit will complete additional inspections of the Gilligs to determined if we can run any of the existing Gilligs due to condition of frames and under floor supports. Have included with this pricing a couple options for 2 replacements for the Gilligs that we found in a brief search.

3 Maintenance Costs for remaining years of the contract is dependent upon fleet composition.

ORDINANCE NO._____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A TRANSPORTATION SERVICES AGREEMENT BETWEEN THE CITY OF SANDUSKY AND FIRST TRANSIT, INC., OF CINCINNATI, OHIO, IN RELATION TO THE SANDUSKY TRANSIT SYSTEM; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City of Sandusky is the designated recipient of Federal Transportation Administration (FTA) funding under Chapter 49, Section 5307 of the Code of Federal Regulations and the Sandusky Transit System serves the residents within the City of Sandusky, and Erie County; and

WHEREAS, the City issued a Request for Proposals (RFP) in November of 2016, in which three (3) service providers submitted proposals, including technical and service costs, that were scored by an evaluation committee and then the committee interviewed each firm and as a result First Transit, Inc., was selected as the best proposal which provided the City the best value for the continued operation of the Sandusky Transit System; and

WHEREAS, the proposed agreement provides for a three (3) year agreement commencing April 1, 2017, through March 31, 2020, with the City having the option to extend the contract for two (2) consecutive one (1) year terms beginning April 1, 2021, through March 31, 2022; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to execute the contract with First Transit, Inc., and allow for continued transportation services, without interruption of services, as the current contract expires on March 31, 2017; 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 Commission hereby approves the Transportation Services Agreement, a copy of which is attached to this Ordinance marked Exhibit "1" and specifically incorporated as if fully rewritten herein, together with the proposal submitted by First Transit Inc., of Cincinnati, Ohio, which is on file in the office of the Transit Administrator, and the City Manager is authorized and directed to execute the Transportation Services Agreement on behalf of the City in substantially the same form of the Agreement attached to this Ordinance together with such revisions or additions as are approved by the Law Director as being consistent with the requirements 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.

_____
DENNIS E. MURRAY, JR.
PRESIDENT OF THE CITY COMMISSION

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

Passed: February 27, 2017

TRANSPORTATION SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of the ____ day of ____, 2017, by and between the City of Sandusky, 222 Meigs Street, Sandusky, Ohio 44870 (hereinafter referred to as "THE CITY"), and First Transit, Inc., with its national headquarters at 600 Vine Street, Suite 1400, Cincinnati, Ohio 45202-5755 and local business offices located at _____ (hereinafter referred to as "FT").

W I T N E S S E T H

WHEREAS, the City operates the Sandusky Transit System (STS) as a Small Rural Transit System under the guidelines of 49 USC 53 for which the City is designated recipient of Federal Transportation Administration funding under Title 49, Section 5311 of the United States Code; and

WHEREAS, as the result of a Request for Propsals for the Operation of the Sandusky Transit System issued on _____, 2016 which includes Addendum 1 on December 8th, 2016 and Addendum 2 on December 21st, 2016, First Transit Inc. was selected as the best proposal to provide the City with competitive service costs and the best service for the continued operation of the Sandusky Transit System; and

WHEREAS, THE CITY desires to contract with FT to provide fixed route and para-transit on-demand transportation, logistics and related services (the "Transportation Service") for THE CITY using the City Fleet; AND

WHEREAS, FT is in the business of, and is an expert in, providing transportation and logistics services; FT maintains a staff of trained drivers and a fleet of buses in good working order (the "City Fleet"), and FT desires to utilize its expertise and assets to provide transportation, logistics and related services for THE CITY as set further herein;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration hereinafter contained, the parties agree:

SECTION 1: PURPOSE, TYPE, AND TERM OF CONTRACT

1.1 The Purpose of this Contract/Agreement is to provide for the undertaking of transportation services to the general public for the City of Sandusky, as described herein (including the Exhibits), by First Transit Inc. and to state the terms, conditions, and mutual understandings of the parties as to the manner in which this project will be undertaken

1.2 This contract shall be a unit price contract based on a vehicle hour of service rate and compensation thereunder shall be in accordance with Section 3 Compensation and Billing.

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1.3 The term of this Agreement shall be a three (3) year term commencing 12:00 am (EST) on April 1st, 2017 and shall continue through to 11:59 pm (EST) on March 31, 2020. This Agreement may be extended for two (2) additional one (1) years terms by written notice given by THE CITY to FT at least ninety (90) days prior to the end of the initial term for the first extension and upon written notice of THE CTIY to FT which is at least ninety (90) days prior to the end of the first extenstion.. For purposes of this Agreement, the term "Contract Year" shall mean each one-year period commencing on April 1st during the term of this Agreement.

SECTION 2: SCOPE OF SERVICES REQUIRED

2.1 FT shall, during the term of this Agreement, maintain such vehicles and personnel (in quantity and capacity) as are required to fulfill THE CITY's needs for transportation services as described in THE CITY's Request for Proposals (the "RFP") and FT's Proposal. In the event of a conflict between these documents and the provisions of this Agreement, this Agreement will control. Otherwise, the terms of the RFP and FT's Proposal shall govern the parties' relationship, each incorporated by reference herein, in the following order of precedence: (1)THE CITY'S RFP, including all and Addenda thereto, attached hereto as **EXHBIT A** and (2) FT's Proposal, including all Addenda thereto, attached hereto as **EXHIBIT B**. FT's additional responsibilities shall include:

a. Providing janitorial services for the facility, including trash removal;
b. Inspection of facility and maintaining routine facility maintenance checklist documentation;
c. Maintain cleanliness at 5 bus shelters and 90 bus stops as needed. Cleanliness to include a minimum of quarterly power washing of all shelters and non-sheltered stops as needed, and cleaning windows and removal of trash and loose debris as needed.
d. Ordering and installing safety equipment to be paid for by THE CITY, including a fire extinguisher, first-aid kit, blood-bornepathogen kit, two complete sets of wheelchair tie-down belts or devices, functioning communications equipmentand a set of safety triangles, if needed;
e. Perfoming preventative maintenance, repair and cleaning of vehicles; and
f. Hiring and training of all personnel required to provide the Transportation Service.

2.2 THE CITY shall be responsible for establishing all policies related to the provision and operation of transit service, including, but not limited to, the following:

a. Appointment of a Transit Administrator to serve as FT's point of contact and oversee all media inquiries pertaining to Transportation Service;
b. All marketing and promotion of Transportation Service;
c. Planning and conducting all citizen participation meetings and or/public hearings;

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d. Payment of invoices submitted by FT in accorndance with the terms set forth in Section 3.1 hereto;
e. Reimbursement of FT for all vehicle maintenance costs and procedures;
f. Providing an adequate facility in the City of Sandusky for the required on-site administration/operations staff, storage of vehicles, maintenance and cleaning transit service vehicles for the use by FT, as well as all water, sewer, electrical and natural gas service required for the administration of the facility. The Service provider is responsible for payment of electricity usage in excess of 108,693KWH and Natural Gas usage in excess of 2,528.85CCF, within a 1 year period (April 1st to March 31st);
g. Providing and leasing to FT the fleet of vehicles for the provision of the Transportation Service including all required equipment;
h. Purchasing all fuel required for the operation of the Transportation Service; and
i. Certification of eligible passengers under the Americans with Disabilities eligibility guidelines.

2.3 THE CITY and FT will consult on a regular basis concerning the Transportation requirements of THE CITY. In the event of increases or decreases in the number of residents requiring Transportation, or in routes or schedules, the number of vehicles and the number of spare vehicles will be adjusted accordingly. THE CITY may increase or decrease services to be provided by FT under this Agreement. However, where such increases or decreases materially impact the service levels or equipment levels required of FT under the assumed routes, schedules, and vehicle requirements contained in this Agreement, FT and THE CITY shall negotiate in good faith to adjust rates at which services are provided to cover increases or decreases in cost structure associated with such changes by the THE CITY. For purposes of this Agreement, increases or decreases that "materially impact the service levels or equipment levels required" shall mean revenue hours -/+ [5][__]% of _____ revenue hours per week and/or if vehicles are to be added or subtracted during the term of the Agreement. This section would also apply to an increase or decrease to the number of service hours or the like which would effect the fixed costs associated herein, meaning if the City reduces the service hours greater than 5% then the parties agree to negotiate in good faith a reduction of the contract price expecially, but not limited to, the fixed costs.

2.3.1 Changes to this Contract shall be effective only upon written agreement between the parties. The City and FT shall renegotiate the rates contained in Section 3 of this Contract in the event of any of the following events:

(a.) An increase or decrease of 10% or more of the projected number of vehicle hours as detailed in the City's Request for Proposal;

(b.) an increase in the mandatory minimum wages of benefits to be paid to FT employees as the result of an act of any governmental entity with jurisdiction of the FT; or

(c) changes to the costs of the FT as the result of changes to any law, rule or regulation subsequent to the execution of this Contract.

2.3.2 Any proposed changes to this Contract that is agreed upon by the City and FT must not alter the agreement between the City and ODOT. Any change that would alter the City's contract with ODOT must receive approval from ODOT prior to being effective.

2.4 THE CITY must notify FT in writing within ten (10) calendar days of discovery of an incident and THE CITY'S intent to assess any liquidated damages for a violation of a performance standards. FT shall have thirty (30) days following such notice to cure the incident prior to the assessment of liquidated damages.

2.5 In the event that there are any Schedule Readjustments, FT shall be afforded a period of thirty (30) days following implementation of such changes during which time no liquidated damages may be assessed for the impacted routes, while FT makes operational adjustments to meet THE CITY requirements. No liquidated damages will be assessed during the first sixty (60) days of the initial contract period.

SECTION 3: COMPENSATION AND BILLING

3.1 In consideration for services rendered hereunder, THE CITY shall pay to FT all sums due and owing and calculated in accordance with the gate to gate revenue rates set forth in **Exhibit C- Rates**, and pricing will be held firm as provided in said rate sheet for the initial term of this Agreement, unless with the written consent of THE CITY, as provided herein. In addition, all maintenance costs will be billed by FT to THE CITY as a pass-through cost and FT will be reimbursed by THE CITY for all actual costs of performing the maintenance services in accordance with this Agreement. Such costs include, but are not limited to, labor (including wages, benefits employment taxes, and workers compensation insurance for all labor personnel), parts (including tires), vehicles body damage repairs, thrird party vehicle repairs, (including but not limited to alignments, body work, etc.), fluids, maintenance related incidentals (including but not limited to shop towels, waste oil removal, etc.) and other expenses incurred by FT in performaing the maintenance services. Not later than the 5th working day after the end of each month during the term of this Agreement, FT will submit to THE CITY a statement of its services rendered during the prior month, including an itemized accounting of all maintenance costs included with each invoice.

3.2 PAYMENT TERMS. City shall pay FT within 30 days of receipt of FT's invoices. FT may cease to provide services under this Contract should City fail to compensate FT for services rendered within the time period specified herein.

3.21 DISPUTED INVOICES. In the event City disputes any portion of FT's invoice, City shall notify FT in writing within fourteen (14) days of receipt of FT's invoice. City shall pay the undisputed portion of the invoice within thirty (30) days of receipt of FT's invoice.

3.22 DISPUTE RESOLUTION. FT and City shall meet within fourteen (14) days of FT's receipt of City's notice of a disputed invoice to negotiate a resolution to the dispute.

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In the event FT and City cannot resolve the dispute through negotiation, the dispute will be resolved in accordance with Section 30(below).

3.3 The revenue generated from STS shall be considered the property of the City. FT shall collect fares as directed by the City and shall credit the City on its monthly invoice for the amount of fares collected.

3.4 Projected Service Hours: The service shall be capped at 11,516 hours per quarter. The quarterly cap will be strictly enforced in order to ensure the sustainability of the service. Any hours in excess of the cap, may be paid in subsequent quarters, providing the quarterly cap is not exceeded. This will allow for the optimization of the service, and account for varying service days throughout the quarter as some months may have 20 service days while others may have 23, etc. It is understood that the priority of the services is as follows:

1. Fixed Route
2. ADA paratransit
3. Contract dial-a-ride
4. Non-Contract dial-a-ride

SECTION 4: FUEL

4.1 THE CITY shall, at THE CITY's sole cost and expense, purchase all fuel required for operation of vehicles and performance of the services required hereunder.

SECTION 5: ROUTES AND SCHEDULES

5.1 THE CITY, in conjunction with and input by FT, shall be primarily responsible for planning all routes, stops and schedules per **Exhibit D Transportation Schedule**.

5.2 THE CITY has furnished FT with a list of stops and routes, including the approximate time of pick up and drop off for each stop, which shall be included on **Exhibit D**. FT will continue to run the fixed routes in accordance with the established route schedules set forth on **Exhibit D**. FT shall utilize the Trapeze software provided by THE CITY to schedule the paratransit service for each service day.

5.3 FT will coordinate with THE CITY routes to be operated 6 days a week and during holiday periods or times of reduced services. This should occur thirty calendar (30) days in advance of such periods.

SECTION 6: RECORDS AND REPORTS

6.1 FT shall provide within ten (10) calandar days of any request, those reports and records which may be reasonably requested by THE CITY pertaining to passengers, routes, stops, mileage audits, on-time performance and other information having to do with daily operations. The City shall inform FT

immediately (within 24 hours) of any public records request or other such request for information or documents what are clearly marked “Confidential and Proprietary.” FT will have 5 calander days after notice from the City of said request to file any appropriate injuction, restraining order, or any other such legal action. After the expiration of the 5 calander days the City may produce any such documents in response to the request and shall not be held liable to FT for doing so.

6.2 FT shall establish and maintain in accordance with requirements and established by the City, the Ohio Department of Transportation (ODOT), and the Federal Transit Administration (FTA), separate accounts for the Project either independently or within its existing accounting system to be known as the Project Account. All cost charged to the Project, including any approved services contributed by FT, or others, shall be supported by properly executed payroll, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges in accordance with the rules and regulations of the City, ODOT and FTA. All checks, invoices, vouchers, orders or other accounting documents in whole or in part to the extent feasible, shall be kept separate and apart from all other such documents.

6.3 All accounting records shall be retained for three (3) years following payment of the final payment or completion of audit whichever is later, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case FT agrees to maintain the same until the City, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

6.4 FT shall submit to the City at such times as the City may require such financial statements, records, and other fiscal documents as may be deemed necessary by the City, ODOT or FTA.

6.5 An annual audit shall be conducted. FT shall permit the City, ODOT, the FTA Administrator, the Comptroller General of the Unites States, or their agents or any of their authorized representatives to inspect all vehicles, facilities and equipment purchased by the City, including those obtained through the Project, all transportation services rendered by FT by the use of such vehicles, facilities and equipment, and all relevant Project data and records. FT shall also permit the City, ODOT, the FTA Administrator, the Comptroller General of the Unites States, or their agents or any of their authorized representatives to audit the books, documents, papers, records, and accounts of FT pertaining to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6.6 FT agrees the City shall be permitted to inspect all work, materials, payrolls and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project. FT further agrees to allow the City to

participate in the management of the Project, including but not limited to the hiring and appointment of Project personnel.

6.7 FT shall immediately notify THE CITY, or its designated representative, by telephone and confirm as soon as practicable in writing, of the occurrence of any incident involving riders, or a traffic violation or accident reportable by law that involves a vehicle with passengers. Written notification shall contain a full and complete statement of all relative facts including police case number when available.

6.8 FT shall provide all data required for monitoring and evaluation of the Project requested by the City, ODOT, and/or FTA. FT shall provide operating data, including but not limited to, ridership, vehicle hours of service, operation costs and revenues to the City for submission to ODOT as periodically required.

SECTION 7: INDEMNIFICATION

7.1 FT agrees to indemnify, hold harmless, protect, and defend THE CITY, its governing board, officers, employees and agents from and against every claim or demand which may be made by any person, firm, or corporation, or any other entity arising from or caused by FT's gross negligence in the performance of this Agreement, except to the extent such claim or deman arises from THE CITY's own negligence or willful misconduct, passenger-upon-passenger violence, or FT's good faith adherence to THE CITY's policies, procedures, certifications or directives.

SECTION 8: INSURANCE

8.1 FT agrees to provide continuous insurance coverage for the following:

A. Automobile Liability insurance, with a minimum combined single limit for bodily injury and property damage of five million dollars ($5,000,000). Any deductible on such policies will be paid by FT. The City, ODOT, and FTA shall be named as additionally insured on all liability policies. All accidents must be reported within twenty-four (24) hours of Service Provider's knowledge of occurrence.

B. Comprehensive General Liability Coverage, with a minimum combined single limit of bodily injury and property damage of five million dollars ($5,000,000) per each occurrence. Said coverage, which will FT, City, ODOT and FTA from claims for damages to property and bodily injury including death, which may arise from or in connection with operation of the Project by FT. FT agrees to protect, defend, indemnify and hold harmless the City, its officers, employees and agents against any and all charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this contract and/or

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performance hereof and resulting from the negligence or intentional misconduct of Service Provider, except to the extent that such charges, professional fees or other expenses or liabilities are the result of the negligence of the City or its employees, subcontractors or agents. FT further agrees to investigate, handle, respond to, and defend any and all such claims and to absorb all associated costs, even if such claims are groundless, false or fraudulent

C. Excess Umbrella liability coverage of two million dollars ($2,000,000), Worker's Compensation, Disability Insurance, and Employers Unemployment Insurance in the amounts required by law.

8.2 FT agrees to provide THE CITY on an annual basis, certificates of insurance, naming THE CITY as an additional named insured on its policies for claims arising under this Agreement.

SECTION 9: FORCE MAJEURE

9.1 In the event FT is unable to provide the transportation services as specified in this Agreement because of any act of God, civil disturbance, fire, riot, war, terrorism, picketing, strike, labor dispute, labor shortages, governmental action or any other condition or cause beyond FT's control, upon satisfactory evidence of such cause(s) being, THE CITY shall excuse FT from performance under this Agreement until such act or occurrence has been abated, or THE CITY decides to terminate the Agreement, as long as the cause is not the fault or negligence of FT. In the event that FT is unable to perform its duties hereunder as a result of such act(s) or occurrence(s), THE CITY will be excused from any payment obligations as provided in this Agreement unless and until FT begins providing services again as provided hereunder, unless the Agreement is terminated as otherwise provided in this Agreement.

9.2 The City may be excused from performing its obligations under this Contract during the time and to the extent that it is prevented from performing by a cause beyond its control, including, but not limited to: any incident of fire, flood, or strike; acts of God; acts of Government; war or civil disorder; violence or the threat thereof; severe weather; commandeering of material, products, plants, or facilities by the federal, state or local government; national fuel shortage or drastic increase in price; provided further that such nonperformance is beyond the reasonable control of, and is not due to the fault or negligence of the City.

SECTION 10: CHANGES IN SCHEDULE or CONTRACT

10.1 Whenever (a) inclement weather or impassability of roads occurs, (b) a scheduled route is canceled or delayed, or (c) a route is scheduled for other than regular start or end times, THE CITY shall notify FT not later than 5:00 pm the evening before (a) the first regularly scheduled route impacted by the weather; (b) the route time of a canceled or delayed ride, or (c) the scheduled time for a pick-up that is for other

than the regular start or end times. In the case of if THE CITY does not notify FT about cancelled routes by 5:00 pm the night before such cancellation, THE CITY shall pay FT a minimum of 25% of the revenue hours scheduled for that day or the actual service hours performed, whichever is greater.

10.2 Notwithstanding the foregoing, in the event of circumstances which necessitate expedited service for rider health or safety reasons, the FT and THE CITY shall cooperate to facilitate orderly transportation of riders in the most efficient manner possible in light of the circumstances presented.

SECTION 11: SAFETY PROGRAM

11.1 FT shall be responsible for implementing and maintaining annually a comprehensive transportation safety program.

11.2 FT's employees shall not be required to perform any medical functions for passengers.

SECTION 12: MANAGEMENT PERSONNEL

12.1 FT shall employ management personnel who shall be responsible for the efficient operation of the transportation services furnished hereunder and who shall be FT's liaison to THE CITY. FT will designate a crisis management contact person for emergency contact with THE CITY. Prior to the start of the term of this Agreement, FT shall inform THE CITY of the name(s), contact telephone number(s) and address(es) of such management personnel.

12.2 THE CITY shall employ management personnel who shall be responsible for coordination of the transportation requirements of THE CITY to be furnished under this Agreement and who shall be THE CITY's liaison to FT. THE CITY will designate a crisis management contact person for emergency contact with FT. Prior to the start of the term of this Agreement, THE CITY shall inform FT of the name(s), contact telephone number(s) and address(es) of such management personnel.

SECTION 13: OPERATIONS PERSONNEL/DRIVERS

13.1 FT shall employ a sufficient number of qualified drivers and support personnel to assure THE CITY of continuous, reliable, safe, and on -time service. Such personnel shall meet all regulatory requirements and the requirements set forth in **Exhibit B- Request for Proposals**. All qualified drivers and support personnel must be able to speak and understand the English language.

13.2 FT shall take reasonable steps to prevent its employees from exposing any rider to impropriety of word or conduct. FT shall not knowingly permit its drivers to smoke

on the vehicle, to drink any intoxicating beverage, or to be under the influence of drugs or alcohol while operating any vehicle.

13.3 FT shall be responsible for hiring and discharging personnel employed by FT to perform its obligations hereunder; provided, however, that THE CITY shall have the right to request FT to remove from service to THE CITY any employee who, in THE CITY's sole discretion, is deemed unsuitable for the performance of transportation services for THE CITY; and provided, further, that THE CITY shall make such request in writing, state the reasons therefor and include any supporting documentation, and provided further that such request does not violate applicable local, state or federal laws, rules or regulations. To the extent permitted by law, THE CITY shall indemnify, defend, and hold FT harmless from and against all claims, expenses, or liabilities by or to a removed FT employee arising from the removal of that employee based on THE CITY's request.

13.4 FT shall provide qualified driver/trainers and qualified drivers, trained and licensed in accordance with applicable laws, rules, regulations, and the policies and procedures of THE CITY. THE CITY shall advise FT of THE CITY's requirements for training or qualification for drivers or driver/trainers. FT will, to the extent such requirements do not conflict with state or federal laws, implement such requirements into its hiring and training programs for drivers servicing THE CITY's participants. FT agrees that each driver shall:

13.4.1 Possess a valid license or permit issued by the State of Ohio authorizing such person to operate a vehicle.

13.4.2 Be certified by a duly licensed medical practitioner as medically qualified and free of medical or physical conditions, which would limit safe operation of a vehicle. The physical examination shall be conducted prior to employment and periodically thereafter.

13.4.3 Possess a satisfactory driving record and criminal history record, after review of such records prior to employment and periodically thereafter to the extent permitted or available by law.

13.4.4 Prior to employment and from time-to-time thereafter, to the extent permitted by law, undergo such tests as may reveal, within a reasonable degree of medical or scientific certainty, the presence or absence of drugs or controlled substances in the body and such tests as may clinically reveal alcoholism or alcohol abuse. Findings for such tests shall be a condition of employment.

13.4.5 Follow all Medicaid Rules for compliance.

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SECTION 14: TRAINING REQUIREMENTS

14.1 FT shall provide thorough instruction to drivers in compliance with state and federal safety and operations guidelines and regulations. THE CITY shall have the right to review course content.

SECTION 15: EQUIPMENT

15.1 All equipment supplied by FT in performance of this Agreement shall meet or exceed the standards established by the applicable laws and regulations. FT shall maintain and insure the vehicles provided by THE CITY to be used to provide transportation services under this Agreement in accordance with law and accepted industry maintenance standards.

15.2 In the event that THE CITY or any governmental agency imposes additional equipment requirements other than those set forth above on FT's vehicles during the term of this Agreement which are specific requirements for the operation of this Agreement or immediate installation is required for continuing operation of the vehicles, the expense of such equipment installation shall be billed to THE CITY as a pass-through expense.

15.3 The equipment and facilities used by FT shall be maintained at a high level of safety, cleanliness, and mechanical soundness.

SECTION 16: ASSIGNMENT

16.1 This Agreement shall not be assigned by the parties hereto, without the written consent of THE CITY, which consent shall not be unreasonably withheld or delayed, except that FT may assign this Agreement without the consent of THE CITY if the assignment is made to a parent, subsidiary, related or affiliated company of FT, notice shall be given to THE CITY of the assignement. No assignement shall release FT, its assignors, employees, or agents from any obligations of this Contract.

16.2 No subcontracts shall be permitted without first being submitted to THE CITY for review and approval.

SECTION 17: TERMINATION

17.1 The City may, by written notice to FT, terminate the Project and cancel this contract for any of the following reasons:

1) ODOT notifies the City of the termination of this Project without cause. City shall reimburse FT reasonable closeout costs should City terminate the Project prior to the end of the term or any extension term if the reason for termination is other than breach or default of FT.

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2) FT discontinues providing rural public transportation services as described in the Application approved by ODOT and FTA or in approved modifications, thereto.

3) FT takes any action pertaining to this Contract without the approval of the City and which under the procedures of this contract would have required the approval of the City.

4) The commencement, prosecution, or timely completion of the Project by FT if for any reason is rendered improbable, impossible, or illegal.

5) FT is in default under any provision of this contract which default remains uncured following thirty (30) days written notice of default.

6) Sufficient Federal and/or State funding is not made available to the City for the operation of rural public transportation services. It is understood that funding provided to the Service Provider by the City is contingent upon a sufficient level of funding being available to the City through the FTA and ODOT. Should, at any time, sufficient Federal and/or State funds not be available to the City for the operations of rural public transportation services, the City may suspend or terminate the Project and cancel this contract as stipulated **in this section.** In the event the Contract is terminated by City, FT shall be paid for services provided through the date of termination plus its reasonable termination costs. FT shall not be required to provide service if no funding is available.

17.2 In the event the Contract is terminated by City, except for default of FT, FT be paid for services provided through the date of termination plus its actual and reasonable termination costs

SECTION 18: SURVIVAL

18.1 The mutual obligations described in Compensation and Billing, and Indemnification hereof shall survive the termination or expiration of the Agreement.

SECTION 19: STATUS OF FIRST TRANSIT

19.1 It is expressly understood that FT is an independent contractor and not the agent, partner, or employee of THE CITY. FT and FT personnel are not employees of THE CITY and are not entitled to tax withholding, Worker's Compensation, unemployment compensation, or any employee benefits, statutory or otherwise. FT shall not have any authority to enter into any contract or agreement to bind THE CITY and shall not represent to anyone that FT has such authority.

SECTION 20: SEVERABILITY

20.1 In the event any provision specified herein is held or determined by a court of competent jurisdiction to be illegal, void, or in contravention of any applicable law,

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the remainder of the Agreement and provisions shall be deemed to be separate and serverable from the violating provision(s) and thus shall remain in full force and effect.

SECTION 21: EXTENSION AND MODIFICATION

21.1 FT and THE CITY may extend or otherwise modify the terms of this Agreement in whole or in part as circumstances may justify by mutual written agreement executed by the duly authorized representatives of the parties.

SECTION 22: NOTICE TO PARTIES

22.1 All notices to be given by the parties to this Agreement shall be in writing and served by depositing same in the certified mail.

Notices to THE CITY shall be addressed to:

City of Sandusky
Attention: Marvin Ranaldson, Transit Administrator
222 Meigs Street
Sandusky, OH 44870

With a copy to:

City of Sandusky
Attention: Trevor Hayberger, Assistant Law Director
222 Meigs Street
Sandusky, Ohio 44870

Notices to FT shall be addressed to:

First Transit Inc.
Attention: Beverly Edwards
2581 Washington Road, Suite 223
Pittsburgh, PA 15241

With a copy to:

First Transit Inc.
600 Vine Street, Suite 1400
Cincinnati, OH 45202
Attention: General Counsel

22.2 THE CITY or FT may change their address of record for receipt of official notice by giving the other written notice of such change and any necessary mailing instructions.

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SECTION 23: ENTIRE AGREEMENT

23.1 This Agreement, along with the FT proposal and other exhibits hereto, sets forth the entire agreement between THE CITY and FT concerning the subject matter hereof. There are no representations, either oral or written, between THE CITY and FT other than those contained in this Agreement and attachments. If there is a conflict between the Agreement and the proposal or exhibit hereto, the Agreement controls.

SECTION 24: COMPLIANCE WITH THE LAW

24.1 Notwithstanding any contrary provision in this Agreement, FT shall comply with federal, state and local laws, rules and regulations in providing transportation services described herein.

24.2 FT shall be required to comply with all of the Federal requirements listed in Appendix A. FT shall also comply with any and all additional regulations, requirements, etcetera that may be required as part of the Rural Transit Program

24.3 FT agrees to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 USC 18579h), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15) which prohibits the use under nonexempted Federal Contracts, grants, loans of facilities included on the EPA list for Violating Facilities. FT shall report violations to THE CITY, ODOT, FTA, and the US EPA Assistant Administrator for enforcement.

24.4 FT shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation plan issued in compliance with the Energy and Policy Conservation Act (42 USC 6321 et. esq.).

24.5 The Contract includes, in part, certain standard terms and conditions required by the FTA as set forth in Appendix A, which are incorporated by reference and made a part of the Contract as if fully rewritten herein. FT shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed in Appendix A of the Contract as they may be amended or promulgated from time to time during the term of the Contract. Further, FT shall comply with all applicable statutes, regulations, executive orders, FTA circulars, the FTA Master Agreement, other Federal and State administrative requirements, and permits in carrying out the Contract. FT's failure to comply shall constitute a material breach of contract. All FTA mandated requirements shall be deemed to control in the event of a conflict with other provisions contained in the Contract. FT shall not perform any act, or refuse to comply with any City requests that would cause THE CITY to be in violation of any FTA terms and conditions.

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24.6 FT shall not have or perform any personal conflicts of interest, organizational conflicts of interest, debarment and suspension, collusion, fraud, false or fraudulent statements and claims and related acts, prohibitions against exclusionary or discriminatory specifications, interest of members or delegates to Congress, bonus or commission, lobbying or any other questionable or unethical actions that could compromise the integrity of this project. Additonaly, no person under FT's employ, that presently exercises any functions or responsibilities in connection with THE CITY or projects or programs funded by THE CITY, shall have any personal financial interest, direct or indirect, in the Contract. Throughout the performance of the Contract, no person having such conflicting interest shall be employed by FT. Any such interest, on the part of FT or its employees, shall be disclosed in writing to THE CITY.

24.7 The Contract is intended for the exclusive benefit of THE CITY and FT to any contract arising there from and the respective successors and assigns of the same, and nothing contained in the Contract shall be construed as creating any rights or benefits in or to any third party.

24.8 FT's procurement and procurement system shall comply with all applicable requirements imposed by Federal laws, executive orders, or regulations and the requirements of FTA Circular 4220.1F, "Third Party Contracting Requirements", and other implementing requirements FTA may issue. FT shall include in its contracts financed in whole or in part with FTA assistance all clauses required by Federal laws, executive orders, or regulations, and shall ensure that each sub-recipient and FT shall also include in its sub-agreements and contracts financed in whole or in part with FTA assistance all applicable clauses required by Federal laws, executive orders, or regulations.

24.9 LABOR PROTECTION.

During the performance of this Contract, FT agrees to comply with the following: Labor Provisions

1) Overtime Requirements: FT shall not require or permit any laborer or mechanic to work in excess of forty hours in any work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his or her rate of pay for all hours worked in excess-of forty hours in such work weeks.

2) Violation: Liability for Unpaid Wages, Liquidated Damages: In the event of any violation of the clause set forth in subparagraph (b) (I) of 29 CFR Section 5.5, FT is responsible therefore shall be liable for the unpaid wages. In addition, FT shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchman and guards, employed in violation of the clause set forth in subparagraph (b) (1) of 29 CFR Section 5.5 in the sum of $10 for each calendar day on which such individual was required or permitted to work in

excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (b) (I) of 29 CFR Section 5.5.

3) Withholding for unpaid wages and Liquidated Damages: US DOT or ODOT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by FT under this Contract or any other Federal contract with FT, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by FT, such sums as may be determined to be necessary to satisfy any liabilities of FT for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (b) (2) of 29 CFR Section 5.5.

4) Non-construction Grants: FT shall maintain payrolls and basic payroll records during the course of the work and shall preserve for a period of three years from the completion of this Contract for all laborers and mechanics, including guards and watchman, working on the Project. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made and actual wages paid. Further, FT shall insert in any subcontract a clause providing the records to be maintained under this paragraph shall be made available by the subcontractor for inspection, copying, or transcript by authorized representatives of US DOT and the Department of Labor. FT shall permit such representatives to interview employees during working hours.

5) Subcontracts: FT shall insert in any subcontracts the clauses set forth in subparagraphs (1) through (5) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. FT shall be responsible for compliance by any lower tier subcontractor with the clauses set forth in subparagraphs (1) through 5) of this section.

24.10 EQUAL EMPLOYMENT OPPORTUNITY/CIVIL RIGHTS REQUIREMENTS

In connection with the execution of this contract, FT shall not discriminate against any employee or applicant for employment or use of the transportation service provided because of race, religion, color, sex, age, or national origin. FT shall take affirmative action to ensure the applicants are employed and that employees are treated during their employment, without regard to their race, religion, color, sex, age, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment, or advertising, layoff or termination, and selection for training including apprenticeship.

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of

1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, FT agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, FT agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Service Provider agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. FT agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, 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. In addition, FT agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, FT agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, FT agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, FT agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, FTagrees to comply with any implementing requirements FTA may issue.

(3) FT also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

(4) FT shall document such affirmative action efforts by providing THE CITY with data relating to the sex, race, age, and classification of each employee of FT's organization.

24.11 COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT.

FT must comply with the Americans with Disabilities Act. FT agrees that as a condition to this Contract that no otherwise qualified disabled person shall, solely by reason of his/her disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under this program or activity that receives or benefits from Federal financial assistance administered by the City through funding by ODOT and FTA

(1) FT shall not be responsible for any violations of the complimentary paratransit provision of the Americans with Disabilities Act or its regulations for service denials in the event City does not authorize the number of vehicle hours required to meet all the trip demand. FT shall not be required to provide service without compensation. City shall be solely responsible for adopting operating policies which are in compliance with the ADA.

24.12 MINORITY AND DISADVANTAGED BUSINESS ENTERPRISES:

(1) Policy. It is the policy of US DOT that disadvantaged business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently, the DBE requirements of 49 CFR Part 23 apply to this contract.

(2) DBE Obligation. The City and FT agree to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this contract. In this regard the City and FT shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 and the DBE Policy as established by the City of Sandusky to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts.

FT shall not exclude DBEs from participation in business opportunities by entering into long-term, exclusive agreements with non-DBEs for operation of major transportation related activities or for the provision of goods and services for the Project.

24.13 CIVIL RIGHTS ACT OF 1964 (TITLE VI).

FT will comply with all requirements imposed by Title VI of the Civil Rights Act of 1964 (78 Stat. 252), The Regulation of DOT issued thereunder (CFR Title 49,

Subtitle A, Part 21), and the requirements as identified in the attached Appendix A. See Section 24.10.

24.14 DRUG FREE WORKPLACE ACT. DRUG AND ALCOHOL TESTING.

FT will be required to implement a drug and alcohol testing program for all safety-sensitive personnel, per 49 CFR Part 655 and Part 40. FT will also be required to comply with the Drug-Free Workplace Act of 1988 as amended.

24.15 The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT and ODOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated July 1, 2010 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. FT shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause the City to be in violation of the FTA terms and conditions or ODOT requirements.

SECTION 25: PLACE OF CONTRACT/CONTROLLING LAW

25.1 This Agreement shall be governed by the laws of the State of Ohio. All references in this Agreement to the "state" shall mean the State of Ohio. All regulations, laws and requirements of the state shall mean the regulations, laws or requirements of the State of Ohio.

SECTION 26: DISPUTE RESOLUTION

26.1 The parties shall negotiate in good faith in an attempt to resolve any dispute that may arise under this Agreement. Any dispute concerning a question of fact in connection with the work not disposed of by agreement between THE CITY and FT shall be reffered to the Director of ODOT whose decision shall be final, unless either party thereafter seeks resolution in a Court of Law.

SECTION 27: CONTRA PROFERENTEM

27.1 The Parties acknowledge and agree that both parties have participated in the drafting of this Lease, and any rule of law providing that ambiguities shall be construed against the drafting party, shall be of no force or effect.

SECTION 28: WAIVER

28.1 Failure of either party to assert any right, which it has under this Contract, or to assess penalties as provided, shall not act as a waiver as to that party's right to enforce the provisions of this Contract, or assess penalties in the future.

DRAFT

SECTION 29: DEFAULT

29.1 Neglect or failure of FT or the City to comply with any of the terms, provisions or conditions of this contract shall be an event of default. FT or the City shall correct its default or make substantial progress, as determined by the non-defaulting party, to correct the default within 30 days of receipt of written notice of default. In the event the defaulting party fails to cure the default within 30 days, then the non-defaulting party may terminate this Contract.

SECTION 30: AUTHORITY

30.1 Both parties warrant that they are properly authorized to enter into this Agreement.

[Signatures to Follow]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement the day and year first hereinabove written.

First Transit, Inc.	City of Sandusky
By: _____	By:_____
Title:_____	Title:_____
Attest:	Attest:
By:_____	By:_____
Title:_____	Title:_____

DRAFT

EXHIBIT “A”

CITY OF SANDUSKY’S REQUEST FOR PROPOSALS AND ADDENDA

(See attached)

DRAFT

EXHIBIT B

FIRST TRANSIT PROPOSAL(see attached)

DRAFT

EXHIBIT C

RATE SCHEDULE

(see attached)

DRAFT

EXHIBIT D

TRANSPORTATION SCHEDULE

(see attached)

DRAFT

APPENDIX A

REQUIREMENTS OF THE FEDERAL TRANSIT ADMINISTRATION

DRAFT

Department of Public Services

Brad Link, Director
blink@ci.sandusky.oh.us

1024 Cement Ave.
Sandusky, OH 44870
Phone: 419.627.5984

Fleet Maintenance
Horticultural Services
Oakland Cemetery & Memorial Park
Property Maintenance
Street & Traffic Services

To: Eric Wobser, City Manager

From: Brad Link, Public Service Director

Date: February 13, 2017

Re: Commission Agenda Item

Item for Consideration: Legislation to approve the purchase of playground equipment and surfacing at Foxborough Park for a total cost of $27,163.31.

Background Information: The City of Sandusky as a member of U.S. Communities is a participating public agency which allows the City to purchase products and services that have been competitively bid and made available by the lead public agency (Mecklenburg County, NC) who has entered into Master Purchase Agreements with various suppliers and had designated U.S. Communities as the administrative and marketing conduit for distribution for the Master Agreements to participating public agencies.

This playground will be purchased from David Williams & Associates/Gametime and will feature a (3) three bay swing set that consists of an ADA swing and (5) five belt swings. Also included at the park will be a see saw, dome climber, two seater taxi and a play structure with a child capacity of 40-45 children. Engineered wood fiber will be used for surfacing.

The playground equipment and surfacing will be installed by City personal for use by the general public.

A site plan and colored rendering provides a visual depiction of what the playground will look like once installed and is attached for your review.

Budgetary Information: This purchase in the amount of $28,084.41 will be paid from the Capital Projects Fund. This project was made possible through Issue 8 funding.

Action Requested: It is requested that legislation be prepared to purchase this playground equipment from David Williams & Associates/Gametime for Foxborough Park in the amount of $27,163.31.

I concur with the recommendation:

_____
Brad Link, Pubic Service Director

_____
Eric Wobser, City Manager

cc: Kelly Kresser, Clerk
Hank Solowiej, Finance Director
Justin Harris, Law Director

c/o David Williams & Associates, Inc.
P.O. Box 208 Harrison, OH 45030
800-762-7936 Toll Free
330-821-4505 Fax
www. davidwilliamsassociates.com

QUOTE
#46012

02/14/2017

Foxbrough Park Playground

Sandusky, City of
Attn: Kelly Kromer
2040 Foxborough St.
Sandusky, OH 44870
Phone: 419-627-5879
kkromer@ci.sandusky.oh.us

Project #: P21140
Ship To Zip: 44870

Quantity	Part #	Description
1	RDU	Gametime - PrimeTime Play Structure - #11897 Somerset (KSANDFOXBROUGH) - *The price below reflects a SALE Price discount for this Play Structure.*
1	RDU	Gametime - 3 Bay ADA PrimeTime Swing with (5) Belt Seat Packages & (1) Zero-G Chair Packages
1	6235	Gametime - Playlab See Saw
1	655	Gametime - Dome Climber
1	6059	Gametime - Two Seater Taxi
1	EWF-12	GT Impax - 4,301 Sq Ft (213 CY) of Engineered Wood Fiber at a 12" Compacted Depth
2	161290	Gametime - Geo-Textile 2250 Sq Ft Roll
1	161291	Gametime - Geo-Textile 1125 Sq Ft Roll

Total Amount: $28,084.41

Contract: USC

Pricing valid for 30 days. Please request a new price after that time. Our quotation is based on shipment of all items at one time to a single destination, unless otherwise noted, and changes are subject to price adjustment.

Payment terms: Payment in full, net 30 days subject to credit approval. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment will be invoiced separately from other services and shall be payable in advance of those services and project completion.

To order: Please complete the acceptance portion of this quotation and provide color selections, purchase order copy and other key information requested.

This quote does not include any state or local sales taxes. Sales tax will be added to the order if required, unless otherwise noted.

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

US Communities Purchase Orders must be made out to:
GameTime
c/o David Williams & Associates, Inc.
P.O. Box 208
Harrison, OH 45030

Please issue one purchase order for the equipment and a separate purchase order for surfacing and/or equipment installation services.

GameTime Shipping Time: Standard shipping time for GameTime is 21-28 days. Allow an additional 4-7 days for transit.

Short Ship Claims: Purchaser has 14 days from receipt of equipment to file a short ship report in writing to our office. Company reserves right to not honor claims made after this time.

c/o David Williams & Associates, Inc.
P.O. Box 208 Harrison, OH 45030
800-762-7936 Toll Free
330-821-4505 Fax
www. davidwilliamsassociates.com

QUOTE #46012

02/14/2017

Foxbrough Park Playground

GTImpax Engineered Wood Fiber Delivery Time: Typical lead time for delivery is minimum 2 weeks. Delivery is based on a single delivery to one location per truck, additional drops not included unless specifically noted above. Please confirm current delivery time when placing order.Note: Delayed shipping permitted up to 4 months, at which time surfacing needs to be delivered or paid in full.

Bulk material ships via semi-truck/trailer with a live floor system in trailer which allows driver to deposit EWF directly onto a specific area provided proper access is available. Driver has final say whether the site has proper access. Site restoration is not included and will be the responsibility of the owner/owner's representative.

GameTime Standard Colors
-- Metal Colors: Yellow, Butterscotch, Orange, Red, Burgundy, Purple, Blue, Sky Blue, Spring Green, Green, Dark Green, Brown, Beige, Bronze, Black, Starlight, Metallic, White
-- Deck Colors: Red, Gray, Blue, Brown
-- Plastic Colors: Yellow, Orange, Red, Purple, Blue, Sky Blue, Spring Green, Green, Brown, Beige, Stone
-- HDPE Colors: Yellow, Orange, Red, Purple, Blue, Sky Blue, Spring Green, Green, Beige, Black, Grey

You may view Additional Color options and pre-designed play palettes on http://www.gametime.com/resources/color-options/

Order Information:

Bill To: _____ Ship To: _____

Contact: _____ Contact: _____

Address: _____ Address: _____

City, State, Zip: _____ City, State, Zip: _____

Tel: _____ Tel: _____

Fax: _____ Fax: _____

eMail: _____ eMail: _____

Acceptance of quotation:

Accepted By (printed): _____ Date: _____

Title: _____ P.O. No: _____

Telephone: _____ Fax: _____

Purchase Amount: **$28,084.41**

SALES TAX EXEMPTION CERTIFICATE #:_____

(PLEASE PROVIDE A COPY OF CERTIFICATE)

_____
Customer Signature

Quote prepared by: Debra Maue

Sales Representative: Kathy Kolanko

Foxbrough Park Playground

Sandusky, Ohio

DAVID WILLIAMS & ASSOCIATES
Parks and Recreation Equipment

1-800-762-7936 ~ www.davidwilliamsassociates.com

GameTime

Foxbrough Park Playground

Sandusky, Ohio

DAVID WILLIAMS & ASSOCIATES
Parks and Recreation Equipment

1-800-762-7936 ~ www.davidwilliamsassociates.com

GameTime

FOXBROUGH PARK PLAYGROUND SANDUSKY, OH

ADA ACCESSIBILITY:

Elevated Play Events = 8
Elevated Accessible by Transfer = 4
Ground Level Events = 3 (3 required)
Types of Ground Level = 3 (3 required)

This play equipment is recommended for children ages 5 - 12 .

Soft, resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614.

DAVID WILLIAMS & ASSOCIATES
1-800-762-7936
www.davidwilliamsassociates.com

A PLAYCORE COMPANY GameTime
Enriching Childhood Through Play.
ISO 9001 CERTIFIED

Drawn By: KK/DM	Scale: 1" = 8'-0"
Date: 11.14.2016	
Drawing Name: KSANDFOXBROUGH	

No.	Revision	Date

G:\GTCAD Layouts\CAD - Kathy\KSANDFOXBROUGH.dwg, 11/14/2016 2:34:53 PM, 11 x 17, 1:96, Printed from: Debra Maue

ORDINANCE NO._____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE PLAYGROUND EQUIPMENT AND ASSOCIATED SURFACING FROM DAVID WILLIAMS & ASSOCIATES / GAMETIME OF ALLIANCE, OHIO, FOR FOXBOROUGH PARK.

WHEREAS, the City of Sandusky as a member of U.S. Communities is a participating public agency which allows the City to purchase products and services that have been competitively bid and made available by the lead public agency (Mecklenburg County, NC) who has entered into Master Purchase Agreements with various suppliers and has designated U.S. Communities as the administrative and marketing conduit for distribution of the Master Agreements to participating public agencies; and

WHEREAS, David Williams & Associates is the GameTime playground representative for Ohio and Kentucky; and

WHEREAS, this playground area will feature a three (3) bay swing set consisting of an ADA swing and five (5) belt swings, a see saw, dome climber, two-seater taxi, and a play structure with a child capacity of 40-45 children as well as engineered wood fiber surfacing; and

WHEREAS, the total cost for this playground equipment and associated surfacing is $28,084.41, and will be paid with Issue 8 funds from the Capital Projects Fund; and

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

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

Section 1. The City Manager is authorized and directed to purchase playground equipment and associated surfacing from David Williams & Associates / GameTime of Alliance, Ohio, for Foxborough Park, at an amount **not to exceed** Twenty Eight Thousand Eighty Four and 41/100 Dollars ($28,084.41) as reflected in the quotation submitted and dated February 14, 2017.

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 allowed by Law.

_____
DENNIS E. MURRAY, JR.
PRESIDENT OF THE CITY COMMISSION

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

Passed:

Department of Public Services

Brad Link, Director
blink@ci.sandusky.oh.us

Fleet Maintenance
Horticultural Services
Oakland Cemetery & Memorial Park
Property Maintenance

1024 Cement Ave.
Sandusky, OH 44870
Phone: 419.627.5984

TO: Eric Wobser, City Manager

FROM: Brad Link, Director of Public Services

DATE: February 13, 2016

SUBJECT: Commission Agenda Item – Tree Removal and Trim

ITEM FOR CONSIDERATION: Ordinance awarding a contract for the 2017 Tree Removal and Trim Project for the removal of 68 dead and trim 41 boulevard trees.

Two (2) bids were received on February 10, 2017. The engineer estimate was $68,750.00

Tree Experts Huron, Ohio	Bid: $71,689.84
Leimeister Crane & Tree Berlin Heights, Ohio	Bid: $91,560.00

The bid from Tree Experts was determined to be the lowest and best bid.

BUDGET IMPACT: The total cost of the project is $71,868.04 and will be paid from the Capital Projects Fund. This project was made possible through Issue 8 funding.

ACTION REQUESTED: It is requested that the Ordinance awarding the contract to Tree Experts of Huron, Ohio in the amount of $71,689.84 be approved and that it be passed in full accordance with Section 14 of the City Charter in order for the contractor to begin work and meet the contract completion deadline of July 31, 2017.

I concur with this recommendation:

_____ _____

Brad Link, Director of Public Services Eric Wobser, City Manager

cc: Kelly Kresser, Clerk
Hank Solowiej, Finance Director
Justin Harris, Law Director

ORDINANCE NO._____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH TREE EXPERTS OF HURON, OHIO, FOR THE 2017 TREE REMOVAL AND TRIM PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City Commission declared the necessity to proceed with the proposed 2017 Tree Removal and Trim Project by Resolution No. 007-17R, passed on January 23, 2017; and

WHEREAS, the 2017 Tree Removal and Trim Project involves the removal of 68 dead trees and the trimming of 41 trees located on City boulevards and includes seeding at the removal site; and

WHEREAS, upon public competitive bidding as required by law two (2) appropriate bids were received and the bid from Tree Experts of Huron, Ohio, was determined to be the lowest and best bid; and

WHEREAS, the total cost of this project based on bids, including advertising and miscellaneous costs is $71,868.04 and will be paid with Issue 8 funds from the Capital Projects 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 to allow the contractor to begin work and complete the project before the deadline of July 31, 2017; 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 Public Services, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The City Manager is authorized and directed to enter into a contract with Tree Experts of Huron, Ohio, for the 2017 Tree Removal and Trim Project in an amount **not to exceed** Seventy One Thousand Six Hundred Eighty Nine and 84/100 Dollars ($71,689.84) consistent with the bid submitted by Tree Experts of Huron, Ohio, currently on file in the office of the Director of Public Works.

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.

_____
DENNIS E. MURRAY, JR.
PRESIDENT OF THE CITY COMMISSION

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

Passed: February 27, 2017

DEPARTMENT OF PUBLIC WORKS

AARON M. KLEIN, P.E.
Director

Division of Engineering Services
222 Meigs St
Sandusky, Ohio 44870
Phone 419/627-5829
Fax 419/627-5933
aklein@ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: February 15, 2017

Subject: Commission Agenda Item – BIWW Emergency Intake Rehabilitation and Chemical Feed Line Installation project

ITEM FOR CONSIDERATION: Requesting legislation for approval of Change Order No. 2 & Final, for the BIWW Emergency Intake Rehabilitation and Chemical Feed Line Installation.

BACKGROUND INFORMATION: This project was awarded to Hank's Plumbing & Heating Co., Inc. (HPH) at the September 12, 2016 city commission meeting per ordinance 16-153 and Change Order in the amount of $7,486.56 was approved on February 13, 2017 via Ordinance No. 17-021.

Since the site is located within a public park and frequently used for fishing, staff took two additional measures to ensure public safety, as well as safety for city workers that access the crib and associated equipment. EW7 was for placement of additional stone backfill in the void area between the newly constructed retaining wall and the existing dike eliminating a fall hazard. EW8 was for installation of aluminum handrail around the crib platform and walkway, which will hopefully discourage its use for recreational activities. One section will be removable for extenuating circumstances.

EW7: Add stone backfill behind the new retaining wall	ADD: $ 3,800.00
EW8: Install grating and handrail around the crib structure	ADD: $10,187.30
FQ1: Adjustment for final quantities	DED: $ 275.00
	TOTAL ADDITION: $13,712.30

BUDGETARY INFORMATION: The original contract with Hank's Plumbing & Heating Co., Inc. is for $435,995.00 and Change Order No. 1 increased the contract to $443,481.56. Change Order No. 2 and Final, for an additional amount of $13,712.30 will revise the contract amount to $457,193.86. The project is fully funded through the Water Fund.

ACTION REQUESTED: It is recommended that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to pay Hank's Plumbing & Heating Co., Inc. for work that will be completed prior to Friday, February 24 and the contractor seeks timely reimbursement.

I concur with this recommendation:

_____
Eric Wobser
City Manager

cc: K. Kresser, Commission Clerk; H. Solowiej, Finance Director; J. Harris, Law Director

CHANGE ORDER NO.: 2 DATE: 2/6/2017

PROJECT NAME: BIWW Emergency Intake Rehabilitation and Chemical Feed Line Installation

OWNER: City of Sandusky, Ohio

CONTRACTOR: Hank's Plumbing & Heating Co., Inc.

PROJECT NO.: 160651

DESCRIPTION:

Add stone backfill behind new retaining wall	$3,800.00
Replace grating and handrail on new Intake Structure	$10,187.30
Installed quantity correction (see attached)	($275.00)
	$13,712.30

CONTRACT PRICE:

ORIGINAL CONTRACT PRICE:	$435,995.00
NET PRIOR CHANGE ORDERS:	$7,486.56
CURRENT CONTRACT PRICE:	$443,481.56
NET AMOUNT THIS CHANGE ORDER:	$13,712.30
REVISED CONTRACT PRICE:	$457,193.86

CONTRACT TIME:

CONTRACT DATE:	9/12/2016
ORIGINAL COMPLETION DATE:	12/23/2016
CURRENT COMPLETION DATE:	2/24/2017
AMOUNT OF TIME EXTENSION:	0
REVISED COMPLETION DATE:	2/24/2017

ACCEPTED BY:

Carolyn M. Tomaskowski 2/6/17

DATE

Hank's Plumbing & Heating Co., Inc.

APPROVAL RECOMMENDED BY:

W J Martt 2/14/17

DATE

William Martt
CT Consultants, Inc.

APPROVALS:

City: Aaron M. Klein
Title: City Engineer

DATE

HANK'S PLUMBING AND HEATING • 2000 The Bluffs • Toledo, Ohio 436
Phone (419) 843-2222 • Fax (419) 843-2717

QUOTE

INVOICE NO.	Riser Insulation
DATE	January 25, 2017
CUSTOMER ID	City of Sandusky BIWW
EXPIRATION DATE	**February 24, 2017**

TO

Tim Clapper
CT Consultants
7965 North High Street, Suite 340
Columbus, Ohio 43235
614-885-1701

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
Mark Nowakowski	Sandusky BIWW Emer. Intake	Net 30 Days	

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
	Provide additional Dumped Rockfill Type A at crib and retaining wall.		
38.00	Rockfill Type A, Charged Material ONLY	100.00	3,800.00

SUBTOTAL	$ 3,800.00
SALES TAX	
TOTAL	$ 3,800.00

Quotation prepared by: _____

This is a quotation on the goods named, subject to the conditions noted below:
This Quote is good for 30 days.

To accept this quotation, sign here and return: _____

THANK YOU FOR YOUR BUSINESS!

Shepherd's Shoreline Construction, Inc.
730 E. Washington
Sandusky, Ohio 44870
419-625-2530

INVOICE

BILL TO: Hank's Plumbing & Heating
Mark Nowakowski
2000 The Bluffs
Toledo, Ohio 43615
Marknowa7@aol.com
Hph1@accesstoledo.com

JOB: **Big Island Water Works**

Date order completed: Ongoing

Statement date: **January 25, 2017**

DATE	HOURS	DESCRIPTION	PRICE/HOUR	AMOUNT
		Place 37.42 tons of A/B rock in-between the new sheet pile and the crib.		
		Purchased, trucked, placed, labor & equipment.		$ 3,400.00
		TOTAL		**$ 3,400.00**

Total: **$ 3,400.00**

Full amount due upon completion of job. Overdue invoices are subject to a finance charge of 2% per month.

Barnes nursery inc.

3511 W CLEVELAND RD
HURON OHIO 44839

419-433-5525
1-800-421-8722

Invoice	ISPC0002091
Date	12/31/2016
Page	1

Bill To:

Shepherd's Shoreline Const.
730 East Washington
Sandusky OH 44870

Ship To:

Shepherd's Shoreline Const.
730 East Washington
Sandusky OH 44870

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	C011464		OTHER	Net 30 Days	12/31/2016	82,266

Item Number	Description	Qty	Unit	Unit Price	Ext. Price
CMT	Big Island Water Works	1.00	.	$0	$0.00
COM300	12/09/16 - 601A	68.14	TON	$29.80	$2,030.57
COM300	12/09/16 - 601B	74.70	TON	$24.10	$1,800.27
COM300	12/06/16 - Trucking 601A/601B	9.00	HR	$80.00	$720.00
COM300	12/12/16 - 601A	18.24	TON	$29.80	$543.55
COM300	12/12/16 - 601B MATERIAL DELV. EXTRA	19.18	TON	$24.10	$462.24
COM300	12/12/16 - Trucking 601A/601B	2.50	HR	$80.00	$200.00

Subtotal	$5,756.63
Misc	$0.00
Tax	$388.57
Freight	$0.00
Trade Discount	$0.00
Total	$6,145.20

HANK'S PLUMBING AND HEATING • 2000 The Bluffs • Toledo, Ohio 436
Phone (419) 843-2222 • Fax (419) 843-2717

QUOTE

INVOICE NO.	Riser Insulation
DATE	January 24, 2017
CUSTOMER ID	City of Sandusky BIWW
EXPIRATION DATE	**February 23, 2017**

TO

Tim Clapper
CT Consultants
7965 North High Street, Suite 340
Columbus, Ohio 43235
614-885-1701

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
Mark Nowakowski	Sandusky BIWW Emer. Intake	Net 30 Days	

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
	Provide and install Steel Grating and Aluminum Handrail at the		
	existing emergency intake.		
1.00	Galvanized Grating and Gardrails Per RFP Crib Grating	5,304.00	5,304.00
1.00	Misc material and hardware	250.00	250.00
40.00	Labor @ 75/hr (2 men for (2) 10 hour days)	75.00	3,000.00
1.00	Mark up @15% ($8,554)	1,283.10	1,283.10
1.00	Bond & Ins. @ 3.56% ($9,837.10)	350.20	350.20

SUBTOTAL	$	10,187.30
SALES TAX		
TOTAL	$	10,187.30

Quotation prepared by: _____

This is a quotation on the goods named, subject to the conditions noted below:
This Quote is good for 30 days.

To accept this quotation, sign here and return: _____

THANK YOU FOR YOUR BUSINESS!

QUOTATION

MITCHELL WELDING COMPANY

STEEL FABRICATORS

2705 East Maumee Street, Adrian, Michigan 49221 Phone 517-265-8105 Fax 517-263-4090 sales@mitchellfab.com

Quote For	Shipped To	Mitchell Quote Number
HPH MECHANICAL Attn: **MARK**	**SAME**	**19914** 1/23/2017

Details

Date	Expires	Job	Ship Via	Painting
1/23/2017	**2/6/2017**	**INTAKE GRATING AND RAILS**	**OUR TRUCK**	**NO**

Job Description

1 LOT GALVANIZED GRATING PLANKS PER SKETCH, WELDED ALUMINUM 1-1/2 SCH 40 PIPE GUARDRAILS (INCLUDES REMOVABLE/HINGED SECTION), AND GALVANIZED ANCHORS

*****ALUM RAILS TO BE MILL FINISH*****

Respectfully submitted,

Jason K. Roe
Mitchell Welding Company

Subtotal	**$5,304.00**
Tax (If Applicable)	~~**$318.24**~~
Total	**$5,622.24**

Please visit our website at www.lemitchellwelding.com

BIWW Emergency Intake and Chemical Feed Line Installation

Final Installed Quantity Correction

Item	Description	Contract Quantity	Installed Quantity	Unit	Difference	Rate	Correction
7	High Pressure Water Line 1", Schedule 80	76	41	lf	-35	$35.00	-$1,225.00
8	Sodium Permanganate Line 3/4", Teflon	15	5	lf	-10	$45.00	-$450.00
9	Solution Carrier Line 3/8", PTFE, Tubing	3010	3070	lf	60	$10.00	$600.00
10	Secondary Containment Line 1", Schedule 80	3010	3050	lf	40	$20.00	$800.00
							-$275.00

ORDINANCE NO._____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO APPROVE THE SECOND CHANGE ORDER FOR WORK BEING PERFORMED BY HANK'S PLUMBING & HEATING CO., INC. OF TOLEDO, OHIO, FOR THE BIG ISLAND WATER WORKS (BIWW) EMERGENCY INTAKE REHABILITATION AND CHEMICAL FEED LINE INSTALLATION PROJECT IN THE AMOUNT OF $13,712.30; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City Commission authorized and directed the City Manager to enter into an agreement and subsequently an amendment for Professional Design Services with Thrasher Group, Inc., of Canton, Ohio, for the BIWW Emergency Intake Evaluation and Improvements Project by Ordinance No. 14-149, passed on December 8, 2014, and Ordinance No. 15-101, passed on July 27, 2015; and

WHEREAS, this City Commission declared the necessity for the City to proceed with the proposed Big Island Water Works (BIWW) Emergency Intake Rehabilitation and Chemical Feed Line Installation Project by Resolution No. 035-16R, passed on July 25, 2016; and

WHEREAS, this City Commission approved the awarding of the contract to Hank's Plumbing & Heating Co., Inc. of Toledo, Ohio, and authorized the City Manager to enter into an agreement for Professional Contract Administration and Inspection Services with CT Consultants of Toledo, Ohio, for work to be performed for the Big Island Water Works (BIWW) Emergency Intake Rehabilitation and Chemical Feed Line Installation Project by Ordinance Nos. 16-153 and 16-154, passed on September 12, 2016; and

WHEREAS, the Big Island Water Works (BIWW) Emergency Intake Rehabilitation and Chemical Feed Line Installation Project involves improvements to the emergency intake and installation of an additional feed point for Sodium Permanganate; and

WHEREAS, this City Commission approved the First Change Order for work performed by Hank's Plumbing & Heating Co., Inc. of Toledo, Ohio, for the Big Island Water Works (BIWW) Emergency Intake Rehabilitation and Chemical Feed Line Installation Project in the amount of $7,486.56 by Ordinance No. 17-021, passed on February 13, 2017; and

WHEREAS, this Second Change Order provides for the addition of two (2) safety related items and also reflects the actual work performed in the field by the contractor and the actual quantities used and these items are are summarized as follows:

1.	Add stone backfill behind the new retaining wall	ADD	$3,800.00
2.	Install grating and handrail around the crib structure	ADD	$10,187.30
3.	Adjustment for final quantities	DEDUCT	($275.00)
		TOTAL	$13,712.30

WHEREAS, the revised contract with Hank's Plumbing & Heating Co., Inc. was $443,481.56, and with the addition of this Second Change Order in the amount of $13,712.30, the newly revised contract cost is $457,193.86 and will be paid with Water 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 to the contractor for work to be completed by February 24, 2017; 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 Public Works, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The City Manager is hereby authorized and directed to approve this Second Change Order for work performed for the Big Island Water Works (BIWW) Emergency Intake Rehabilitation and Chemical Feed Line Installation Project in an amount **not to exceed** Thirteen Thousand Seven Hundred Twelve and 30/100 Dollars ($13,712.30) resulting in a revised contract cost of Four Hundred Fifty Seven Thousand One Hundred Ninety Three and 86/100 Dollars ($457,193.86) with Hank's Plumbing & Heating Co., Inc. of Toledo, Ohio.

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

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

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

_____
DENNIS E. MURRAY, JR.
PRESIDENT OF THE CITY COMMISSION

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

Passed: February 27, 2017