



**SANDUSKY CITY COMMISSION
REGULAR SESSION AGENDA
March 13, 2017 at 5 p.m.
City Hall, 222 Meigs Street**

INVOCATION	Wes Poole
PLEDGE OF ALLEGIANCE	
CALL TO ORDER	
ROLL CALL	W. Poole, G. Lockhart, N. Lloyd, D. Murray, N. Twine, D. Waddington, D. Brady
APPROVAL OF MINUTES	February 27, 2017
PRESENTATION	2016-2017 Pride Results in Desirable Environments (P.R.I.D.E.) Award Recipients (Meet & Greet in Lobby at 4:30 p.m.) Jacquelyn Betzel-Conrad, Monarch Wildlife Gardens
AUDIENCE PARTICIPATION	
PUBLIC HEARING	Hank Solowiej, 2017 Budget
COMMUNICATIONS	Motion to accept all communications submitted below
CURRENT BUSINESS	

CONSENT AGENDA ITEMS

SECOND READING

A. Submitted by Justin Harris, Law Director

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 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.

SECOND READING

B. 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.

SECOND READING

C. 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.

D. Submitted by Justin Harris, Law Director

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 161 (Planning 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.
- II. **ORDINANCE NO. _____:** It is requested an ordinance be passed amending 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.

E. Submitted by Victoria Kurt, Recreation Superintendent

RATIFYING A GRANT SUBMISSION TO THE WIGHTMAN-WIEBER FOUNDATION FOR THE RECREATION DEPARTMENT

Budgetary Information: There is no budgetary impact. These grants require no matching funds from the City and will be used as partial funding for the costs of the projects. If grants are denied, the Summer Playground Program will still occur, but will cause downsizing of activities, equipment and supplies in order to fit the Recreation Departments budget.

RESOLUTION NO. _____: It is requested a resolution be passed approving and ratifying a grant application submitted to the Wightman-Wieber Foundation for the Summer Playground Program for the Recreation Department and, if awarded, authorizing the City Manager to execute any required agreements; and declaring that this Resolution shall take immediate effect in accordance with Section 14 of the City Charter.

F. Submitted by Marvin Ranaldson, Transit Administrator

AGREEMENT WITH ERIE COUNTY BOARD OF DEVELOPMENTAL DISABILITIES FOR TRANSPORTATION SERVICES

Budgetary Information: STS will receive \$19.31 per trip and a 10% administrative fee on fare media purchased from Erie County Board of Developmental Disabilities for the length of the proposed contract.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement for transportation services between the City of Sandusky and the Erie County Board of Developmental Disabilities 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.

G. Submitted by Aaron Klein, Director of Public Works

EASEMENT AGREEMENT WITH CEDAR FAIR RELATING TO THE EMERGENCY WORK FOR THE WATER MAIN RELOCATION PROJECT AT CEDAR POINT

Budgetary Information: The City will record all of these documents which would be paid through the Water Fund for under \$200.

ORDINANCE NO. _____: It is requested an ordinance be passed It is requested an ordinance be passed authorizing and directing the City Manager to enter into an Easement Agreement between the City of Sandusky and Cedar Fair relating to the emergency work for the Water Main Relocation Project at Cedar Point; and declaring that this Ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

H. Submitted by Kelly Kresser, Commission Clerk

A request has been received from the Ohio Division of Liquor Control for a new D5 (*Spirituos liquor for on premises consumption only, beer, wine and mixed beverages for on premises, or off premises in original sealed containers, until 2:30 a.m.*) liquor permit for Michael Townsend dba Talldown Tavern, 1109 Warren Street. It is requested the Commission Clerk be authorized to notify the Ohio Division of Liquor control the city has no objection to this request.

REGULAR AGENDA ITEMS

SECOND READING

ITEM #1 - Submitted by Justin Harris, Law Director

AMENDMENTS TO MAKEUP OF CITY BOARDS & COMMISSIONS

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

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.

ITEM #2 - Submitted by Hank Solowiej, Finance Director

GENERAL APPROPRIATIONS FOR FISCAL YEAR 2017

ORDINANCE NO. _____: It is requested an ordinance be passed making general appropriations for the fiscal year 2017.

ITEM #3 - Submitted by John Orzech, Police Chief

RATIFYING A GRANT AGREEMENT WITH THE WIGHTMAN-WIEBER FOUNDATION FOR THE POLICE DEPARTMENT

Budgetary Information: The total amount being requested is \$3,500.00 which will allow approximately thirteen (13), two (2) man patrols. There is no required match for this grant.

RESOLUTION NO. _____: It is requested a resolution be passed approving and ratifying a grant application submitted to the Wightman-Wieber Foundation for the operation of the bike patrol for the Sandusky Police Department and, if awarded, authority the City Manager to execute any required agreements; and declaring that this Resolution shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM #4 - Submitted by Aaron Klein, Director of Public Works

PROFESSIONAL DESIGN SERVICES AGREEMENT WITH ENVIRONMENTAL DESIGN GROUP FOR THE LANDING PROJECT

Budgetary Information: The total cost of this conceptual design project is \$160,000 to be split accordingly: City of Sandusky in the amount of \$60,000, Cedar Fair in the amount of \$50,000, and Erie County Metroparks in the amount of \$50,000.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement for professional design services with Environmental Design Group, LLC, of Akron, Ohio, for The Landing Project; and declaring that this Ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM #5 - Submitted by Jane Cullen, Project Engineer

PROFESSIONAL DESIGN SERVICES AGREEMENT WITH RICHLAND ENGINEERING LIMITED FOR THE GARTLAND AVENUE RECONSTRUCTION PROJECT

Budgetary Information: The not to exceed cost for professional design services is \$86,845.00 with \$55,845.00 to be paid from Sewer Funds and \$31,000.00 to be paid with Water Funds.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement for professional design services with Richland Engineering Limited of Mansfield, Ohio, for the Gartland Avenue Reconstruction Project; and declaring that this Ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM #6 - Submitted by Jane Cullen, Project Engineer

PROPOSED LINCOLN STREET WATER AND SEWER REPLACEMENT PROJECT

Budgetary Information: The estimated cost of the project, including engineering, inspection, advertising, and miscellaneous costs is \$175,000 and will be paid with Water Funds in the amount of \$125,000 and Sewer Funds in the amount of \$50,000.

RESOLUTION NO. _____: It is requested a resolution be passed declaring the necessity for the City to proceed with the proposed Lincoln Street Water and Sewer Replacement Project; approving the specifications and engineer’s estimate of cost thereof; and directing the City Manager to advertise for and receive bids in relation thereto; and declaring that this Resolution shall take immediate effect in accordance with Section 14 of the City Charter.

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, March 13 at 8:30 p.m.

Tuesday, March 14 at 5 p.m.

Monday, March 20 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 Incentive 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 33.0364)~~

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.

~~(de) 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: March 13, 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),~~ **a City Commissioner appointed by the City Commission, 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. 08-446. 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: March 13, 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: March 13, 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
City Manager

Matthew D. Lasko, MUPDD, MSSA
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: March 13, 2017 (effective after 30 days)



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 personnel 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, Public 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) - <i>The price below reflects a SALE Price discount for this Play Structure.</i>
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	EFW-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
A TAYLOR COMPANY

Foxbrough Park Playground

Sandusky, Ohio



**DAVID
WILLIAMS
& ASSOCIATES**
Parks and Recreation Equipment

1-800-762-7936 ~ www.davidwilliamsassociates.com

GameTime®
A PLAYCARE COMPANY

FOXBOUGH 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

PLAYCORE COMPANY
GEMINETIME

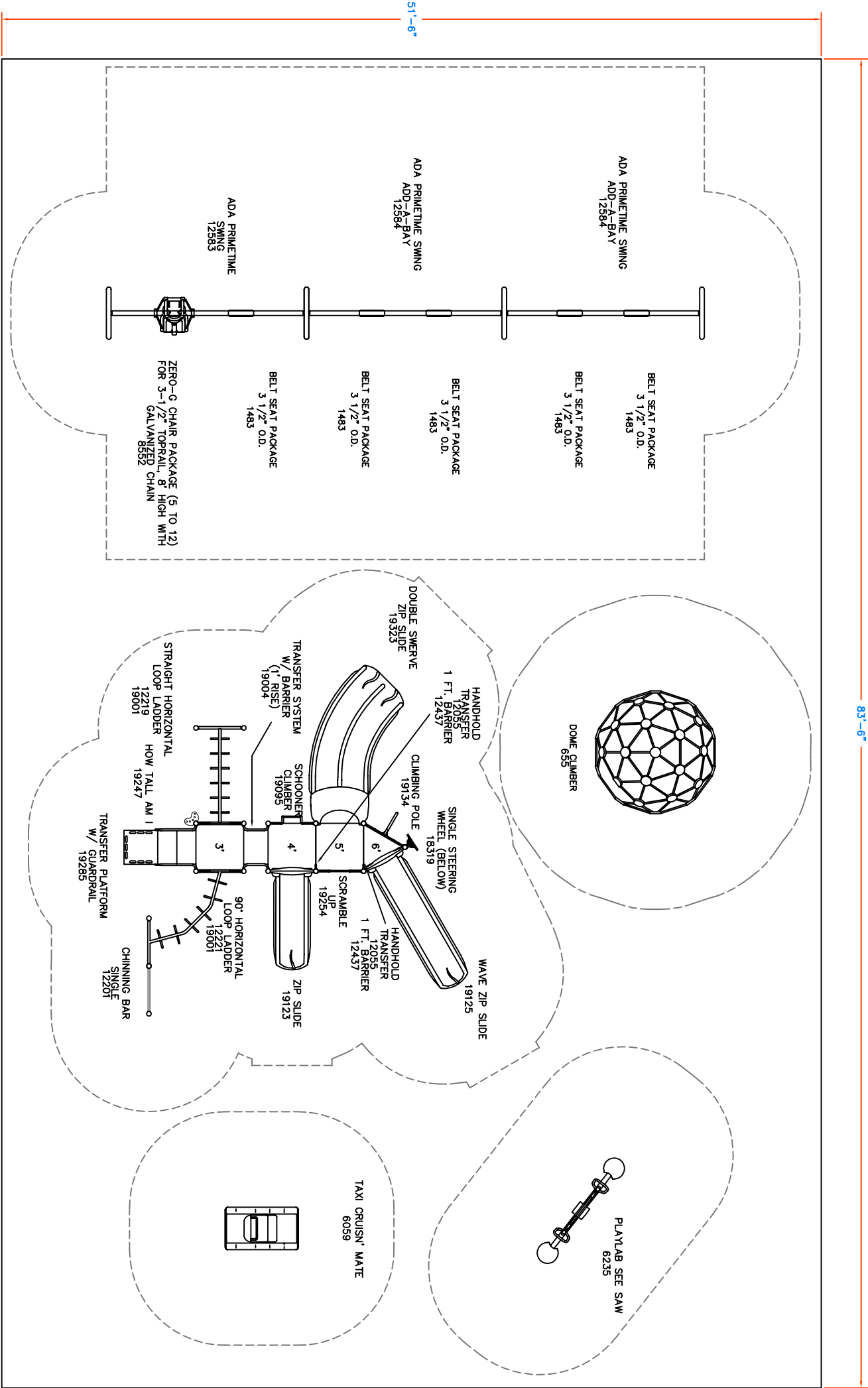
ISO 9001 CERTIFIED

Enticing Childhood Through Play

Drawn By:	Scale:
KK/DM	1" = 8'-0"

Date:	11.14.2016
Drawing Name:	KSANDFOXBOUGH

No.	Revision	Date



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: March 13, 2017 (effective after 30 days)

ORDINANCE NO. _____

AN ORDINANCE AMENDING PART ONE (ADMINISTRATIVE CODE), TITLE SEVEN (BOARDS AND COMMISSIONS), CHAPTER 161 (PLANNING 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 to 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 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 also be utilized to serve the Landmark Commission body, as now in effect and as may be subsequently amended by the General Assembly.

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

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: March 13, 2017 (effective after 30 days)

ORDINANCE NO. _____

AN ORDINANCE AMENDING 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 Landmark Commission to provide consistency with all of the City's Boards and 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
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Section 1. 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 shall consist of seven (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 six (6) citizens of the City each of whom shall serve without compensation and shall be appointed by the City Commission for a term of serving three** ~~two (2)~~ **years.** ~~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. The terms of the citizen members shall be so arranged that the term of two members will expire each year. 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 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: March 13, 2017 (effective after 30 days)



To: Eric Wobser, City Manager

From: Victoria Kurt, Recreation Superintendent

Date: March 2, 2017

Subject: Commission Agenda Item

ITEMS FOR CONSIDERATION: Requesting legislation approving and ratifying the submission of a grant application to the Wightman-Wieber Foundation for the Recreation Department.

BACKGROUND INFORMATION:

- Wightman-Wieber Foundation – Deadline of March 1, 2017 for \$3,000 for the Summer Playground Program to assist with the cost of supplies for the Arts and Crafts portion of the summer program. We hold a 1-hour session of arts and crafts projects each day on a rotating basis at each location (4 Park locations). The Summer Playground Program will run Monday thru Friday, June 12-August 4, from 9:00 a.m.-1:00 p.m.

BUDGETARY INFORMATION: There is no budgetary impact. These grants require no matching funds from the City and will be used as partial funding for the costs of the projects. If grants are denied, the Summer Playground Program will still occur, but will cause downsizing of activities, equipment and supplies in order to fit the Recreation Departments budget.

ACTION REQUESTED: It is requested that the proper legislation be prepared to allow for the approval and ratification of the grant application submitted to the Wightman-Wieber Foundation and if awarded for the City Manager to execute any required agreements and expend funds consistent with the agreements. It is further requested that this be passed to take immediate effect in accordance with Section 14 of the City Charter in order to ratify the grant application submitted on 2/28/17 and execute any grant agreements, if awarded, and begin program and budgetary planning at the earliest opportunity.

I concur with this recommendation.

Eric Wobser
City Manager

RESOLUTION NO. _____

A RESOLUTION APPROVING AND RATIFYING A GRANT APPLICATION SUBMITTED TO THE WIGHTMAN-WIEBER FOUNDATION FOR THE SUMMER PLAYGROUND PROGRAM FOR THE RECREATION DEPARTMENT AND, IF AWARDED, AUTHORIZING THE CITY MANAGER TO EXECUTE ANY REQUIRED AGREEMENTS; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Sandusky Recreation Department submitted an application to the Wightman-Wieber Foundation on February 28, 2017, for grant funding in the amount of \$3,000.00 to assist with the cost of supplies for the Arts and Crafts portion of the Summer Playground Program, which will run Monday through Friday, June 12 through August 4, 2017; 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 ratify the grant application submitted to the Wightman Wieber Foundation prior to the deadline of March 1, 2017, and to execute any grant agreements, if awarded funds, and begin program and budgetary planning at the earliest opportunity; 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 **Resolution** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter; and NOW, THEREFORE

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

Section 1. This City Commission hereby approves and ratifies the submission of a grant application to the Wightman-Wieber Foundation for funding to assist with the Summer Playground Program and authorizes and directs the City Manager and/or Finance Director to execute any grant agreements and to lawfully expend funds consistent with the application should they be awarded.

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

Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of

this Resolution were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

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

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

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

Passed: March 13, 2017



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: March 2, 2017
SUBJECT: Agreement for Transportation Services- Erie County Board of Developmental Disabilities

ITEM FOR CONSIDERATION: Legislation requesting approval for the City Manager to enter into a contract for transportation services between the City of Sandusky / Sandusky Transit System and Erie County Board of Developmental Disabilities.

BACKGROUND INFORMATION: the Sandusky Transit System has had partnership with the Erie County Board of Developmental Disabilities (ECBDD) for over 2 decades. This new agreement is the culmination of months of collaboration on improving transportation for all Erie County Residents. The Agreement is the beginning of STS providing Medicaid Non-Emergency Medical Transportation (NEMT) for Erie County.

In the agreement The Sandusky Transit System (STS) will continue to provide safe, reliable, transportation services to Erie County Board of Developmental Disabilities individuals. These trips are coordinated by Erie County Board of Developmental Disabilities and STS. This contract is in effect from April 1, 2017 and continuing through December 31, 2017 at a negotiated rate of \$19.31 per trip, and a 10% administrative fee on Fare Media.

Erie County Board of Developmental Disabilities will be invoiced and billed on a monthly basis and will be expected to pay in a timely manner. The funds received from this contract will help meet the local match to support the 5311 Rural Grant program which supports transit in Erie County.

BUDGET IMPACT: STS will receive \$19.31 per trip and a 10% administrative fee on fare media purchased from Erie County Board of Developmental Disabilities for the length of the proposed contract. Funds collected will be used to offset the capital, planning and operating expenses associated with the 5311 Rural Grant program.

ACTION REQUESTED: It is requested that legislation be approved to allow the City Manager to enter into a contract for transportation services with Erie County Board of Developmental Disabilities. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter to allow the agreement to be executed as soon as possible as the commencement date is April 1, 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

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR TRANSPORTATION SERVICES BETWEEN THE CITY OF SANDUSKY AND THE ERIE COUNTY BOARD OF DEVELOPMENTAL DISABILITIES 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, the Erie County Board of Developmental Disabilities (ECBDD) is required by the Ohio Revised Code to ensure that transportation services are provided to individuals determined by ECBDD to be eligible to utilize the public transportation services provided by the Sandusky Transit System in accordance with the individual service plans approved by the ECBDD and the administrative rules established by the State of Ohio; and

WHEREAS, the Sandusky Transit System has provided transportation services for Erie County Board of Developmental Disabilities (ECBDD) eligible individuals for over two (2) decades and proposes to continue this service; and

WHEREAS, the Sandusky Transit System will receive \$19.31 per trip plus a 10% administrative fee from ECBDD pursuant to the proposed agreement and these funds received will be used to offset the capital, planning and operating expenses associated with the Ohio Department of Transportation Rural Transit Program grant and, in addition, will be providing Medicaid Non-Emergency Medical Transportation (NEMT) for Erie County; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to execute the agreement prior to the commencing date of 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 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. The City Manager be and hereby is authorized to execute the Agreement with the Erie County Board of Developmental Disabilities for transportation services for the period from April 1, 2017, to December 31, 2017, substantially in the same form as reflected in Exhibit "1" which is attached to this Ordinance 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. 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: March 13, 2017

ERIE COUNTY BOARD OF DEVELOPMENTAL DISABILITIES
SERVICES CONTRACT

Provider Name: City of Sandusky

Address: 1230 N. Depot St., Sandusky, Ohio 44870

Phone: (419) 621 - 8462

Email: mranaldson@ci.sandusky.oh.us

This contract shall be in effect from April 1, 2017 through December 31, 2017. Services may be provided to a variety of eligible individuals as indicated in the Individual Service Plan (ISP) and Support Budget.

Services: Transportation - per trip	\$19.31
Transportation – punch card	\$15.00

I. GENERAL TERMS AND AGREEMENTS:

- A. The provider understands that he/she is an independent contractor with the Erie County Board of DD and not the employee of the Erie County Board of DD while providing ISP services. The provider is personally responsible for reporting and payment of taxes and other fees to the IRS and other applicable authorities.
- B. The provider understands the Erie County Board of DD, its staff or management does not assume any liability for the provider's actions or quality of care provided by the provider while delivering services.
- C. There will be no reconciliation of this contract as it will be a fee for services arrangement.
- D. The provider shall provide notice of major unusual incidents pertaining to the individual to the Erie County Board of DD's Investigative Agent immediately and shall provide such other additional reports to the Erie County Board of DD and to such other persons and/or agencies as is required by applicable federal and state law.
- E. Non-Discrimination: The provider shall comply with all federal, state, and local requirements regarding non-discriminatory practices on the basis of age, race, color, creed, disability, sex, or national origin.
- F. Bill of Rights: The provider shall comply with the Bill of Rights for persons with developmental disabilities as defined in Section 5123.62 of the ORC.
- G. Records Retention: The provider shall maintain all records and documentation related to services for a period of five (5) years. Financial records should be maintained for a period of time adhering to IRS regulations, other federal/state requirements and, when applicable, Social Security guidelines for audits of provider's records and personal funds of the services recipient.
- H. Confidentiality: Any and all protected health information (HIPAA related information) will be kept in confidence and will not be shared with anyone that is not authorized by consent to release information to receive this information from.

II. PROCEDURES FOR PAYMENT

- A. The amount of money paid each month to the provider shall not exceed the amount of money per month and/or year as designated in this contract and ISP.
- B. The Erie County Board of DD has thirty (30) business days from the date of receipt of the invoice to pay providers for services rendered; invoices will only be processed on a monthly basis pursuant to the county auditor's procedures. Invoices must be received by the Erie

County Board of DD no later than forty-five (45) calendar days from the day of service rendered. If invoices are not received within these timelines, they may not be honored for payment.

- C. All invoices are required to be submitted in electronic format utilizing the Ohiodd.com system or another agreed upon format. All providers must go through an initial Ohiodd.com training with board staff prior to submission of first invoice.
- D. In the event that this contract is renewed, or a new contract is agreed upon by the parties, reconciliation of costs due under this contract shall be carried out in accordance with the requirements of ORC 5126.44(D).

III. AUTOMOBILE INSURANCE and DRIVER'S LICENSE

- A. The provider who provides transportation shall carry automobile liability insurance for passenger vehicles used to transport the individual. Proof of current automobile insurance must be on file with the provider and the Erie County Board of DD. If the insurance expires, then transportation services are terminated from the contract and payment for transportation services from the expiration date forward will not be paid.
- B. The provider will carry a minimum of \$5 million per incident liability insurance.
- C. In addition to the automobile insurance coverage required in paragraph 3A above, the provider hereby agrees to indemnify and hold harmless the Erie County Board of DD for any and all costs and expenses associated with carrying out the provider's duties under this contract unless otherwise provided herein, including, but not limited to, all deductibles on all automobile insurance policies, and all losses occasioned by a provider's failure to acquire automobile insurance coverage as required hereunder.
- D. The provider shall possess a valid Ohio Driver's license. A copy of any license must be presented to the Erie County Board of DD before services can be rendered. It is the responsibility of the provider to ensure that the Erie County Board of DD has an updated copy of their Ohio driver's license. If the driver's license expires, then that service is terminated from the contract and payment for transportation services will not be paid from the expiration date forward.

IV. CRIMINAL BACKGROUND REQUIREMENTS

- A. Independent providers are required to complete a Bureau of Criminal Investigations (BCI) check prior to providing service as well as every three years following their initial contract date. It is the responsibility of the provider to complete the BCI check at the three year mark. If the BCI check is not completed the Erie County Board of DD has the authority to terminate the contract.
- B. The Erie County Board of DD will complete additional background checks initially and yearly thereafter to ensure independent providers are not on any state-wide registries before services are rendered. If the provider is listed on any of the applicable registries, including but not limited to the following, then the contract will be terminated.
 - 1. Office of Inspector General
 - 2. Abuser Registry
 - 3. Nurse Aid Registry
 - 4. Attorney General's Offender Watch
 - 5. US General Services Administration System SAM (System for Award Management)
 - 6. Database of Incarcerated & Supervised Offenders OH Department of Rehab and Correction Offender Search

V. TRAINING

- A. Independent provider is responsible for successfully completing the following training before providing services. Provider must submit signed document to show proof of completion of the training.
 - 1. HIPAA
 - 2. Individual Rights
 - 3. Incident Reporting
 - 4. Ohiodd.com billing

VI. TERMINATION, MODIFICATION, AMENDMENT AND NOTICE OF PROVIDERS INTENT

- A. This contract shall be terminated, and the obligations of all parties shall cease if any of the following conditions occur:
 - 1. The service recipient has determined that he/she no longer wishes to receive the services set forth in this contract.
 - 2. Services supports are deemed to be no longer required as determined by a board review of the individual service plan.
- B. The provider may immediately terminate this contract only if the Erie County Board of DD fails to provide funding to the provider as required under this contract. In all other circumstances, the provider must give a thirty (30) day written notice to terminate the contract.
- C. This contract may be amended or modified by agreement of the parties in writing signed by all parties and attached hereto.
- D. The provider shall immediately notify the Erie County Board of DD of any pending criminal, traffic or domestic violence related charges involving provider or any court proceedings therein. The Erie County Board of DD reserves the right to use discretion in regards to continuance of contractual services.

VII. MISCELLANEOUS PROVISIONS

- A. The parties agree that the rights, duties and responsibilities set forth herein shall not be assigned without the prior written consent of the other party.
- B. All notices required to be given herein shall be in writing and shall be sent to the following respective address:
 - TO: Erie County Board of DD
 - Attn: Megan Etzel
 - 4405 Galloway Road
 - Sandusky, Ohio 44870
- C. This document and the attachments hereto set forth are the full agreement between the parties and supersedes all prior agreements or contracts between the parties.
- D. Should any portion of this contract be deemed unenforceable by any administrative or judicial officer or tribunal of competent jurisdiction, the balance of this contract shall remain in full force and effect unless revised or terminated pursuant to Article VII of this contract.
- E. Provider shall coordinate the development and implementation of all programs and services described herein. At all times during the duration of this contract, the Erie County Board of

DD and provider shall act as independent contractors in connection with the performance of their respective obligations under this contract.

- F. In the event of a dispute involving the parties regarding any provision under this contract, including, but not limited to rate disputes, the parties shall attempt to resolve the dispute in accordance with the Erie County Board of DD's approved Conflict Resolution and Administrative Resolution of Complaints and Due Process Policy. The policy will be made available to the provider upon request.
- G. The provider agrees to establish a procedure for affording all individual service recipients due process. The provider shall use this procedure in the event of a disagreement between the provider and the service recipient related to the provider's performance of its duties and obligations under this contract.

By: _____
Superintendent, Erie County Board of DD Date

By: _____
Provider Date

DRAFT



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: March 1, 2017

Subject: **Commission Agenda Item – Easement for Cedar Point Water Main**

ITEM FOR CONSIDERATION: Requesting legislation for approval of an easement for the new water main installed as part of the Emergency Water Main Relocation project completed in 2016.

BACKGROUND INFORMATION: On March 8, 2016, the City of Sandusky (City), Haynes Construction (Contractor) and Cedar Fair (Owner) signed an Access Agreement (Agreement) allowing the City and Haynes to construct a new 16-inch water main within the parking facilities on property owned by Cedar Fair as an emergency measure. Item 5 of that Agreement states, *"it is understood that the City will seek and the Owner will grant, a 20' utility easement for the work area specified..."*

Attached are easement documents generated from a final, as-built survey conducted in October 2016. The linear easement is twenty feet wide during the straight sections and wider at the connections for a total area of 0.9837 acres. The attached documents have been approved by Cedar Fair.

BUDGETARY INFORMATION: The City will record all of these documents which would be paid through the Water Fund for under \$200.

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 so the easements can be recorded immediately allowing the City to legally access the water main for service and maintenance.

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 AN EASEMENT AGREEMENT BETWEEN THE CITY OF SANDUSKY AND CEDAR FAIR RELATING TO THE EMERGENCY WORK FOR THE WATER MAIN RELOCATION PROJECT AT CEDAR POINT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City Commission approved the emergency work for the Water Main Relocation Project at Cedar Point and authorized and directed the City Manager to enter into a contract with Haynes Construction of Norwalk, Ohio, in relation thereto by Ordinance No. 16-028, passed on February 22, 2016; and

WHEREAS, on March 8, 2016, the City, Haynes Construction, and Cedar Fair signed an Access Agreement allowing the City and Haynes Construction to construct a new 16-inch water main within the parking facilities on the property owned by Cedar Fair; and

WHEREAS, pursuant to the Access Agreement, the City and Cedar Fair agreed that the City will seek and Cedar Fair will grant a 20 foot utility easement for the work area; 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 for the easement to be immediately recorded allowing the City to legally access the water main for service and maintenance; 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. This City Commission authorizes and directs the City Manager to enter into an Easement Agreement between the City of Sandusky and Cedar Fair, a copy of which is attached, marked Exhibit "1" and is specifically incorporated if fully rewritten herein.

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 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 upon its passage, and its 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: March 13, 2017

GRANT OF PERMANENT UTILITY EASEMENT

Magnum Management Corporation and Cedar Point Park, LLC, the Grantors herein, own property situated in the State of Ohio, County of Erie, City of Sandusky, Ward 1, consisting of parcels described in RN 200608764 and RN 201410099.

The City of Sandusky, Ohio, a political subdivision of the State of Ohio, and the Grantee herein, requests a twenty (20) foot utility water main easement to access as needed, a sixteen (16) inch water main within Grantors' parking facility, pursuant to Section 5 of an Access Agreement entered into between the parties on March 8, 2016.

The Grantors, for valuable consideration received to its full satisfaction, does hereby grant and convey to Grantee an easement for the purposes hereinafter mentioned in the following described premises:

Situated in the State of Ohio, County of Erie, City of Sandusky, Ward 1, and being an easement for a water main (20 feet in width) in lands of Magnum Management Corporation, RN 200608764 and lands of Cedar Point Park, LLC, RN 201410099, all references herein to the records of the Erie County Recorder, and being more particularly described as follows:

Commencing, for reference, at a 1/2" iron rod found at the southwest corner of Lot 3, Laguna Subdivision No.1, P.V. 17, Pg. 21; thence, South 40°53'06" West, a distance of 1,515.15 feet to a point and the **TRUE POINT OF BEGINNING** for this description;

Thence the following twenty-six (26) courses through said lands of Magnum Management Corporation and Cedar Point Park, LLC:

1. Thence, South 3°58'33" East, a distance of 20.00 feet to a point;
2. Thence, South 86°01'27" West, a distance of 79.52 feet to a point;
3. Thence, North 70°52'19" West, a distance of 16.72 feet to a point;
4. Thence, North 25°52'19" West, a distance of 1,529.86 feet to a point;
5. Thence, North 64°07'41" East, a distance of 27.88 feet to a point;

6. Thence, North 52°52'41" West, a distance of 43.59 feet to a point;
7. Thence, South 37°07'19" East, a distance of 20.00 feet to a point;
8. Thence, South 52°52'41" West, a distance of 45.56 feet to a point;
9. Thence, South 64°07'41" West, a distance of 9.85 feet to a point;
10. Thence, South 25°52'19" East, a distance of 756.55 feet to a point;
11. Thence, North 63°34'35" East, a distance of 258.15 feet to a point;
12. Thence, South 24°48'24" East, a distance of 30.78 feet to a point;
13. Thence, South 65°11'36" West, a distance of 20.00 feet to a point;
14. Thence, North 24°48'24" West, a distance of 10.21 feet to a point;
15. Thence, South 63°34'35" West, a distance of 237.77 feet to a point;
16. Thence, South 25°52'19" East, a distance of 350.22 feet to a point;
17. Thence, North 64°07'41" East, a distance of 134.99 feet to a point;
18. Thence, North 77°01'15" East, a distance of 66.05 feet to a point;
19. Thence, South 13°01'21" East, a distance of 28.04 feet to a point;
20. Thence, South 76°58'39" West, a distance of 20.00 feet to a point;
21. Thence, North 13°01'21" West, a distance of 8.05 feet to a point;
22. Thence, South 77°01'15" West, a distance of 43.80 feet to a point;
23. Thence, South 64°07'41" West, a distance of 132.73 feet to a point;
24. Thence, South 25°52'19" East, a distance of 354.80 feet to a point;
25. Thence, South 70°52'19" East, a distance of 4.35 feet to a point;
26. Thence, North 86°01'27" East, a distance of 75.43 feet to the point of beginning, containing 0.9837 acres (42,850.81 S.F.) of land, more or less, subject to legal highways and easements of record.

This description was prepared by Alexander B. Etchill, P.S., Ohio R.L.S. 8512 from an actual field survey of the premises conducted in October 17, 2016. Bearings hereon are based upon Grid North for NAD '83 Ohio State Plane North Coordinate System (NA2011 Adjustment). The full description is attached as Exhibit "A".

The Grantors hereby grant and convey unto the Grantee a permanent easement for purposes of utility and water main access for the City of Sandusky.

The Grantors further agree that no buildings, construction, or obstruction of any kind will be constructed so as to impede utility and water main access within the easement as described above.

This Easement is intended to run with the land described in RN 200608764 and RN 201410099 and shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns, and may not be modified or amended without prior written approval of the Grantee. Any amendment or modification to this Easement shall be by an instrument in recordable form executed by both the Grantors and the Grantee and recorded at the office of the Erie County Recorder.

The Grantors covenants with the Grantee that it is well-seized of the premises as a good and indefeasible estate in fee simple and has the right to grant and convey the premises in the manner and form written above.

TO HAVE AND TO HOLD the above granted easement for the purposes above mentioned unto the Grantee forever.

SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, the Grantee has set his hands on this ____ day of _____, 2017.

CITY OF SANDUSKY:

Eric L. Wobser
City Manager

STATE OF OHIO)
) SS:
COUNTY OF ERIE)

Personally appeared before me a Notary Public in and for said County, Eric L. Wobser, City Manager, who acknowledged the signing of the foregoing instrument to be his voluntary act and deed for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this _____ day of _____, 2017.

NOTARY PUBLIC

IN WITNESS WHEREOF, the Grantors have set their hands on this ____ day
of _____, 2017.

MAGNUM MANAGEMENT CORPORATION
CEDAR POINT PARK, LLC

Brian Witherow, Chief Financial Officer

STATE OF OHIO)
) SS:
COUNTY OF ERIE)

Personally appeared before me a Notary Public in and for said County,
Brian Witherow, Chief Financial Officer for Magnum Management Corporation
and Cedar Point Park, LLC, who acknowledged the signing of the foregoing
instrument to be his voluntary act and deed for the uses and purposes therein
mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my
official seal this _____ day of _____, 2017.

NOTARY PUBLIC

Approved as to Form:

Justin D. Harris (#0078252)
Law Director, City of Sandusky

20' WATER MAIN EASEMENT
0.9837 ACRES
(42,850.81 S.F.)

Situate in the State of Ohio, County of Erie, City of Sandusky, Ward 1, and being an easement for a water main (20 feet in width) in lands of Magnum Management Corporation, RN 200608764 and lands of Cedar Point Park, LLC, RN 201410099, all references herein to the records of the Erie County Recorder, and being more particularly described as follows:

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14. Thence, North 24°48'24" West, a distance of 10.21 feet to a point;

EXHIBIT
"A"

15. Thence, South 63°34'35" West, a distance of 237.77 feet to a point;
16. Thence, South 25°52'19" East, a distance of 350.22 feet to a point;
17. Thence, North 64°07'41" East, a distance of 134.99 feet to a point;
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This description was prepared by Alexander B. Etchill, P.S., Ohio R.L.S. 8512 from an actual field survey of the premises conducted in October 17, 2016. Bearings hereon are based upon Grid North for NAD '83 Ohio State Plane North Coordinate System (NA2011 Adjustment).

John Hancock & Associates, Inc.

Alexander B. Etchill, P.S. 8512

Date: _____
File: projects on server/240416/2404-easement.doc



WATER MAIN RELOCATION

AT CEDAR POINT

WARD 1, CITY OF SANDUSKY, ERIE COUNTY, OHIO

GENERAL NOTES

At the time of the study, the study was not approved by the Institutional Review Board of the University of California, San Diego. The study was approved by the Institutional Review Board of the University of California, San Diego.

SALES OFFICES:
Any representative charged to solicit or promote the sale of products of the City of Cambridge Corporation, not specified.

ing of the transportation system and the station. And in fact, the success of the new station will be a testament to the success of the project.

[illegible]

and for the purposes of the study, the definition of a "new" respondent is one who has not been interviewed in the previous 12 months.

For several days, a deposit of eating sp. flies, as well as, an extremely bad but brief fly in the corner time and finally a few small insects.

[illegible]

For more information, contact the publisher at 1-800-393-6645 or visit the publisher's website at www.mhprofessional.com. The publisher is not responsible for the content of any advertisements or for the accuracy of any information provided in this book.

CLIPBOARD CAPTIVE
Allclip has nothing else after incorporating mobile technology for iPhone and using the Dynamic Data Transfer to transfer data from the clipboard to the clipboard and convert it into text. It is a simple and easy to use application.

The outcome of employment after lockdown varied, either declining, reducing, or increasing. In 2020, 27.6% of the population was employed, compared to 26.5% in 2019. The increase in employment was 1.1 percentage points, or 0.011 in decimal form. The increase in employment was 1.1 percentage points, or 0.011 in decimal form.

As a result of better cooperation to the railway industry and not limited to the Ministry.

City of Monterey Department of Engineering
422 Bridge Street
Sanctuary City 94020
408.257.0000

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21/1/2008

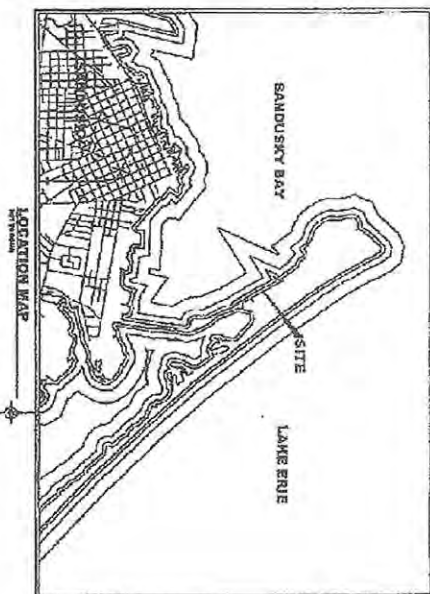
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2025 Third Periodic Review
Feedback: C2b (14/17)
P: 19/05/2024

Editorial Office
 Columbia Gas & Power, Inc.
 1000 Second Avenue
 New York, New York 10021
 212/692-3000

Page 73

Book's Dedication
409 End Matter Sheet
Outside Cover



LOCATION MAP

INDEX OF SUBJECTS

OVERALL SITE

WATER MAIN PLAN

WATER SPECIFIC

[illegible]

UNDERGROUND UTILITIES
 CHECK FOR SINKHOLES
 CALL 1-800-275-7186
 OR 1-800-275-7186

CALL
 1-800-275-7186
 OR 1-800-275-7186
 FOR A FREE INFORMATIONAL BROCHURE
 ON HOW TO PREVENT SINKHOLES

at a LEE INDUSTRIES COMPANY
 1-800-275-7186

Chau Utilizes Protection Service
Call 811
before you dig.

**WATER MAIN RELOCATION
AT CEDAR POINT
COVER SHEET**

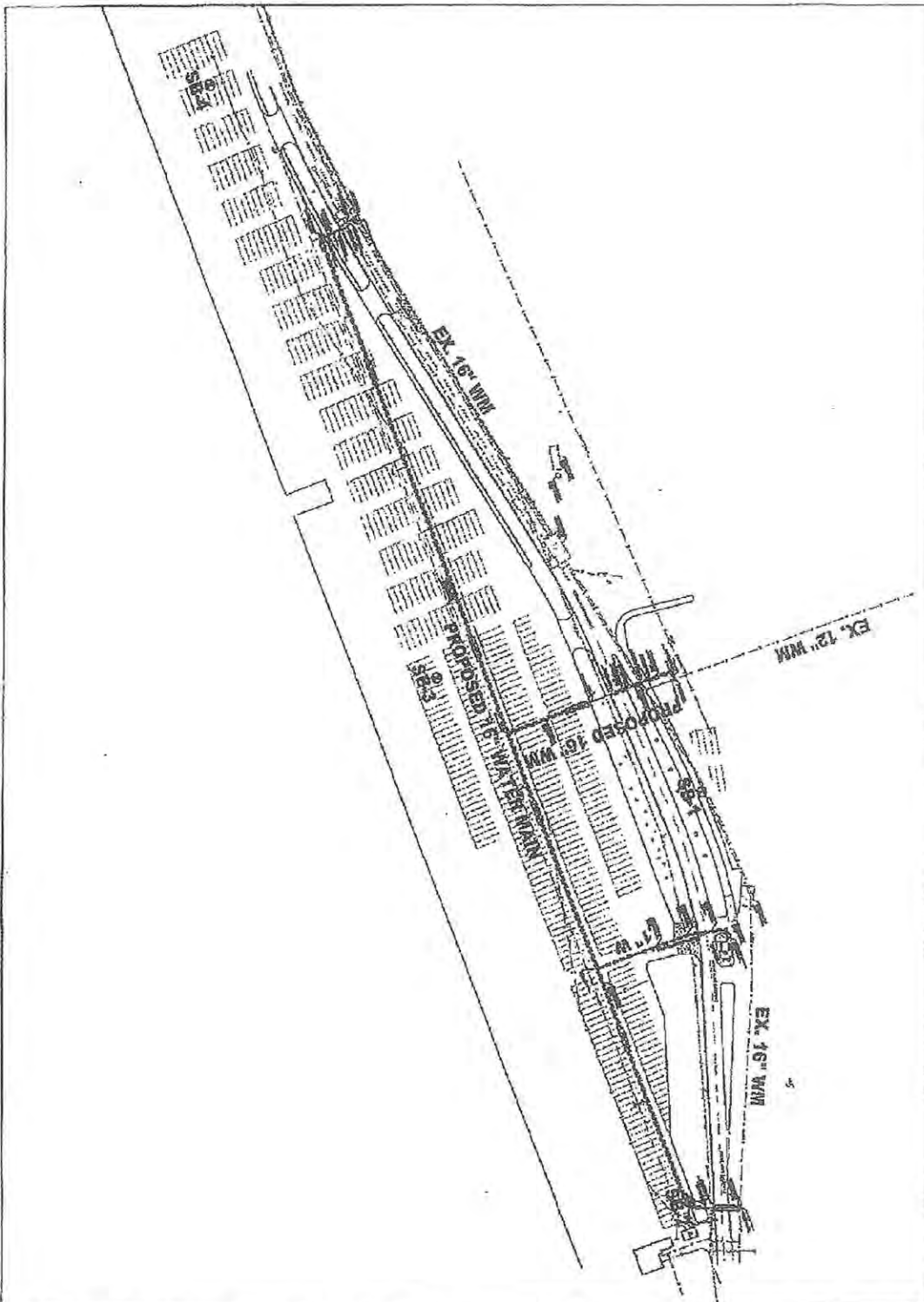
WARD 1, CITY OF RANDUSKY, SRIK COUNTY, OHIO



John Hancock & Associates
MEMBERS
EQUITIES - NEW YORK
225 N. MORT ST. NEW YORK, NY 10013
(212) 65-7500

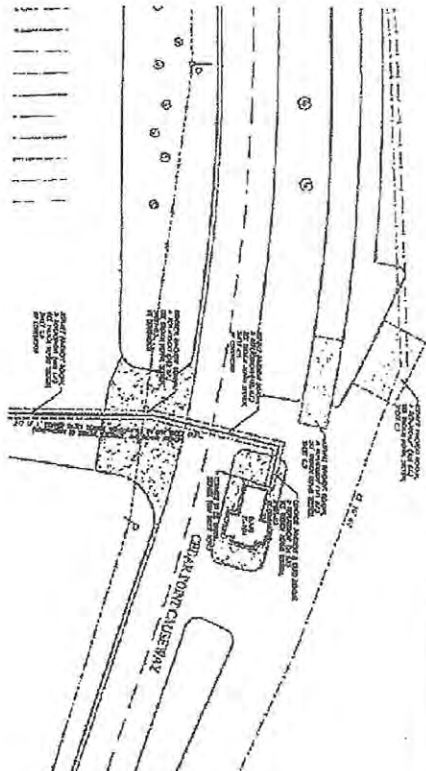
PLANS PREPARED BY:
W. J. Smith
 ALEXANDER H. EITZELL
 NEWCASTLE ENGINEERS NO. 71285
 DATE FEBRUARY 1, 1915

PLANS PREPARED FOR
CONCRETE CITY BY ARCHITECT
DEPARTMENT OF PUBLIC WORKS
JAMES M. CO.
ALBANY, N. Y.

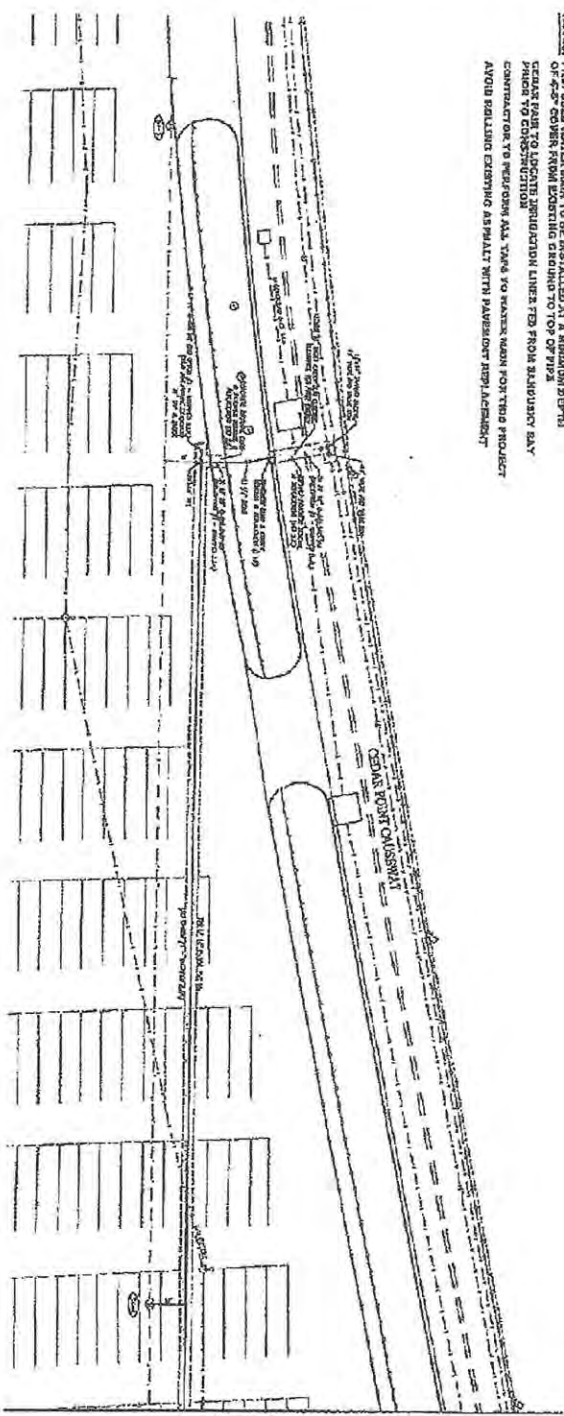
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<p>DATE: 10/1/01 DRAWN BY: J. HANCOCK CHECKED BY: J. HANCOCK SCALE: AS SHOWN SHEET NO. 02 TOTAL SHEETS: 02</p>		<p>WATER MAIN RELOCATION AT CEDAR POINT OVERALL SITE</p> <p>WATER 4, CITY OF SANDUSKY, ERIS COUNTY, OHIO</p>	<p><i>John Hancock & Associates</i> ENGINEERS 1000 N. HANCOCK BLVD. SANDUSKY, OHIO 44870 (419) 483-1111</p>	<p>GRAPHIC SCALE 1" = 100' 0 20 40 60 80 100</p>	
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NOTES:
 1. PROPOSED WATER MAIN TO BE INSTALLED AT A MINIMUM 2 FEET
 OF COVER FROM EXISTING SIDEWALK TO TOP OF PIPE
 2. SEE PLAN TO LOCATE RELOCATION LINE FROM ALABAMA BAY
 3. CONTRACTOR TO PERFORM ALL WORK TO WATER MAIN FOR THIS PROJECT
 4. AVOID PAVING EXISTING ASPHALT WITH PAVED OVER REPLACEMENT



MATCHLINE B-B

WATER MAIN RELOCATION
 AT CEDAR POINT
 WATER MAIN PLAN
 WARD 1, CITY OF SARGENT, SENECA COUNTY, OHIO

John Hancock & Associates
 ENGINEERS
 200 E. WARD STREET, SARGENT, OHIO 43081
 (614) 625-7228

SCALE: 1" = 20'
 1" = 40'
 1" = 80'
 1" = 160'



4054

C4

4054

1. What is the purpose of the study?

California State University

h3c.2025/2026/2027/2028/2029/2030/2031/2032/2033/2034/2035/2036/2037/2038/2039/2040/2041/2042/2043/2044/2045/2046/2047/2048/2049/2050/2051/2052/2053/2054/2055/2056/2057/2058/2059/2060/2061/2062/2063/2064/2065/2066/2067/2068/2069/2070/2071/2072/2073/2074/2075/2076/2077/2078/2079/2080/2081/2082/2083/2084/2085/2086/2087/2088/2089/2090/2091/2092/2093/2094/2095/2096/2097/2098/2099/2100/2101/2102/2103/2104/2105/2106/2107/2108/2109/2110/2111/2112/2113/2114/2115/2116/2117/2118/2119/2120/2121/2122/2123/2124/2125/2126/2127/2128/2129/2130/2131/2132/2133/2134/2135/2136/2137/2138/2139/2140/2141/2142/2143/2144/2145/2146/2147/2148/2149/2150/2151/2152/2153/2154/2155/2156/2157/2158/2159/2160/2161/2162/2163/2164/2165/2166/2167/2168/2169/2170/2171/2172/2173/2174/2175/2176/2177/2178/2179/2180/2181/2182/2183/2184/2185/2186/2187/2188/2189/2190/2191/2192/2193/2194/2195/2196/2197/2198/2199/2200/2201/2202/2203/2204/2205/2206/2207/2208/2209/2210/2211/2212/2213/2214/2215/2216/2217/2218/2219/2220/2221/2222/2223/2224/2225/2226/2227/2228/2229/2230/2231/2232/2233/2234/2235/2236/2237/2238/2239/2240/2241/2242/2243/2244/2245/2246/2247/2248/2249/2250/2251/2252/2253/2254/2255/2256/2257/2258/2259/2260/2261/2262/2263/2264/2265/2266/2267/2268/2269/2270/2271/2272/2273/2274/2275/2276/2277/2278/2279/2280/2281/2282/2283/2284/2285/2286/2287/2288/2289/2290/2291/2292/2293/2294/2295/2296/2297/2298/2299/2300/2301/2302/2303/2304/2305/2306/2307/2308/2309/2310/2311/2312/2313/2314/2315/2316/2317/2318/2319/2320/2321/2322/2323/2324/2325/2326/2327/2328/2329/2330/2331/2332/2333/2334/2335/2336/2337/2338/2339/2340/2341/2342/2343/2344/2345/2346/2347/2348/2349/2350/2351/2352/2353/2354/2355/2356/2357/2358/2359/2360/2361/2362/2363/2364/2365/2366/2367/2368/2369/2370/2371/2372/2373/2374/2375/2376/2377/2378/2379/2380/2381/2382/2383/2384/2385/2386/2387/2388/2389/2390/2391/2392/2393/2394/2395/2396/2397/2398/2399/2400/2401/2402/2403/2404/2405/2406/2407/2408/2409/2410/2411/2412/2413/2414/2415/2416/2417/2418/2419/2420/2421/2422/2423/2424/2425/2426/2427/2428/2429/2430/2431/2432/2433/2434/2435/2436/2437/2438/2439/2440/2441/2442/2443/2444/2445/2446/2447/2448/2449/2450/2451/2452/2453/2454/2455/2456/2457/2458/2459/2460/2461/2462/2463/2464/2465/2466/2467/2468/2469/2470/2471/2472/2473/2474/2475/2476/2477/2478/2479/2480/2481/2482/2483/2484/2485/2486/2487/2488/2489/2490/2491/2492/2493/2494/2495/2496/2497/2498/2499/2500/2501/2502/2503/2504/2505/2506/2507/2508/2509/2510/2511/2512/2513/2514/2515/2516/2517/2518/2519/2520/2521/2522/2523/2524/2525/2526/2527/2528/2529/2530/2531/2532/2533/2534/2535/2536/2537/2538/2539/2540/2541/2542/2543/2544/2545/2546/2547/2548/2549/2550/2551/2552/2553/2554/2555/2556/2557/2558/2559/2560/2561/2562/2563/2564/2565/2566/2567/2568/2569/2570/2571/2572/2573/2574/2575/2576/2577/2578/2579/2580/2581/2582/2583/2584/2585/2586/2587/2588/2589/2590/2591/2592/2593/2594/2595/2596/2597/2598/2599/2600/2601/2602/2603/2604/2605/2606/2607/2608/2609/2610/2611/2612/2613/2614/2615/2616/2617/2618/2619/2620/2621/2622/2623/2624/2625/2626/2627/2628/2629/2630/2631/2632/2633/2634/2635/2636/2637/2638/2639/2640/2641/2642/2643/2644/2645/2646/2647/2648/2649/2650/2651/2652/2653/2654/2655/2656/2657/2658/2659/2660/2661/2662/2663/2664/2665/2666/2667/2668/2669/2670/2671/2672/2673/2674/2675/2676/2677/2678/2679/2680/2681/2682/2683/2684/2685/2686/2687/2688/2689/2690/2691/2692/2693/2694/2695/2696/2697/2698/2699/2700/2701/2702/2703/2704/2705/2706/2707/2708/2709/2710/2711/2712/2713/2714/2715/2716/2717/2718/2719/2720/2721/2722/2723/2724/2725/2726/2727/2728/2729/2730/2731/2732/2733/2734/2735/2736/2737/2738/2739/2740/2741/2742/2743/2744/2745/2746/2747/2748/2749/2750/2751/2752/2753/2754/2755/2756/2757/2758/2759/2760/2761/2762/2763/2764/2765/2766/2767/2768/2769/2770/2771/2772/2773/2774/2775/2776/2777/2778/2779/2780/2781/2782/2783/2784/2785/2786/2787/2788/2789/2790/2791/2792/2793/2794/2795/2796/2797/2798/2799/2800/2801/2802/2803/2804/2805/2806/2807/2808/2809/2810/2811/2812/2813/2814/2815/2816/2817/2818/2819/2820/2821/2822/2823/2824/2825/2826/2827/2828/2829/2830/2831/2832/2833/2834/2835/2836/2837/2838/2839/2840/2841/28

WKS-2012-01-01

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WATERBURY

NY Animal Health (NY) is a leading provider of animal health products and services. We are currently seeking a highly motivated and experienced individual to join our team. The ideal candidate will have a strong background in animal health and a proven track record in sales and marketing. If you are passionate about animal care and want to make a difference, we would love to hear from you. Please send your resume and cover letter to hr@nyanimalhealth.com.

Productive CPA and Business

regional and local level (D'Amico et al. 2006).

What is the Consequence?

Wheat & Lin. Engraving from 1840

For more from Thomas H. Davenport

For more information, contact:

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and for further information.

...and it is not just a matter of

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Address: _____

Publication

2026-2027 163-0077

800-638-6420/77 connect

Will these results be consistent?

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CONSTRUCTION OF A VIBRATION SCALES

John Hancock & Associates
 BROKERS
 25 E. WABASH ST. CHICAGO, ILL 60601
 (312) 675-7300

WATER MAIN RELOCATION
AT CEDAR POINT
WATER SPECIFICATIONS
WARD 1, CITY OF SANDUSKY, ERIE COUNTY, OHIO

WARD 1, CITY OF BANGSLEY, ERIE COUNTY, OHIO

NOTICE TO LEGISLATIVE
AUTHORITY

OHIO DIVISION OF LIQUOR CONTROL
6606 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2380 FAX (614)644-3166

9032750		NEW	TO
PERMIT NUMBER		TYPE	
ISSUE DATE		MICHAEL TOWNSEND	
02 16 2017		DBA TALLTOWN TAVERN	
FILING DATE		1109 WARREN ST	
D5		SANDUSKY OH 44870	
PERMIT CLASSES			
22	077	B	B49988
TAX DISTRICT			RECEIPT NO.
FROM 02/21/2017			



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



MAILED 02/21/2017

RESPONSES MUST BE POSTMARKED NO LATER THAN.

03/24/2017

IMPORTANT NOTICE

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

REFER TO THIS NUMBER IN ALL INQUIRIES

B NEW 9032750

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

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

WE DO NOT REQUEST A HEARING. ☐

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

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

(Signature)

(Title) - ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council

☐ Township Fiscal Officer

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

Kelly Kresser

From: Stephen Rucker
Sent: Monday, February 27, 2017 3:00 PM
To: Kelly Kresser; John Orzech; Phillip Frost; Casey Sparks
Cc: Paige Doster
Subject: RE: Liquor Permit - New

No issues from my office, Thanks



Steve Rucker | *Fire Marshal*
SANDUSKY FIRE DEPARTMENT
600 W. Market Street | Sandusky, OH 44870
T: 419.627.5823 | F: 419.627.5820
srucker@ci.sandusky.oh.us
www.ci.sandusky.oh.us

From: Kelly Kresser
Sent: Monday, February 27, 2017 2:55 PM
To: John Orzech <JOrzech@ci.sandusky.oh.us>; Phillip Frost <PFrost@ci.sandusky.oh.us>; Stephen Rucker <srucker@ci.sandusky.oh.us>; Casey Sparks <csparks@ci.sandusky.oh.us>
Cc: Paige Doster <pdoster@ci.sandusky.oh.us>
Subject: Liquor Permit - New

Attached is a notice regarding a new D5 (*Spirituous liquor for on premises consumption only, beer, wine and mixed beverages for on premises, or off premises in original sealed containers, until 2:30 a.m.*) liquor permit for Michael Townsend, dba Talldown Tavern, 1109 Warren Street.

Please provide comments regarding the issuance of this proposed new permit.

Paige Doster

From: John Orzech
Sent: Thursday, March 09, 2017 8:47 AM
To: Kelly Kresser; Phillip Frost; Stephen Rucker; Casey Sparks
Cc: Paige Doster
Subject: RE: Liquor Permit - New

No issues from police.
Thanks,

JOHN ORZECZ | *Chief of Police*
SANDUSKY POLICE DEPT.
222 MEIGS STREET | SANDUSKY, OH 44870
DESK (419) 627-5869 | FAX (419) 627-5862



From: Kelly Kresser
Sent: Monday, February 27, 2017 2:55 PM
To: John Orzech <JOrzech@ci.sandusky.oh.us>; Phillip Frost <PFrost@ci.sandusky.oh.us>; Stephen Rucker <srucker@ci.sandusky.oh.us>; Casey Sparks <csparks@ci.sandusky.oh.us>
Cc: Paige Doster <pdoster@ci.sandusky.oh.us>
Subject: Liquor Permit - New

Attached is a notice regarding a new D5 (*Spirituuous liquor for on premises consumption only, beer, wine and mixed beverages for on premises, or off premises in original sealed containers, until 2:30 a.m.*) liquor permit for Michael Townsend, dba Talitown Tavern, 1109 Warren Street.

Please provide comments regarding the issuance of this proposed new permit.

Paige Doster

From: Casey Sparks
Sent: Thursday, March 09, 2017 10:47 AM
To: Kelly Kresser; John Orzech; Phillip Frost; Stephen Rucker
Cc: Paige Doster; Angela Byington
Subject: RE: Liquor Permit - New

The current property is zoned as LB Local Business which allows for the sale of beer and wine, as such the zoning department has no issues.

Best Regards,

Casey Sparks
Assistant Planner
City of Sandusky
222 Meigs Street
Sandusky, Ohio 44870
419-627-5715

From: Kelly Kresser
Sent: Monday, February 27, 2017 2:55 PM
To: John Orzech <JOrzech@ci.sandusky.oh.us>; Phillip Frost <PFrost@ci.sandusky.oh.us>; Stephen Rucker <srucker@ci.sandusky.oh.us>; Casey Sparks <csparks@ci.sandusky.oh.us>
Cc: Paige Doster <pdoster@ci.sandusky.oh.us>
Subject: Liquor Permit - New

Attached is a notice regarding a new D5 (*Spirituuous liquor for on premises consumption only, beer, wine and mixed beverages for on premises, or off premises in original sealed containers, until 2:30 a.m.*) liquor permit for Michael Townsend, dba Talltown Tavern, 1109 Warren Street.

Please provide comments regarding the issuance of this proposed new permit.

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.

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.

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

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

Passed: March 13, 2017 (effective after 30 days)

ORDINANCE NO. _____

AN ORDINANCE MAKING GENERAL APPROPRIATIONS FOR THE FISCAL YEAR 2017.

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 Finance, 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. There shall be and hereby are appropriated out of any funds now in the treasury and any accruing revenues of the City available for said purposes, the values set forth below for the payment of all expenses and obligations of the City during fiscal year 2017, for the various purposes hereinafter specified.

Section 2. The amounts appropriated for the various purposes hereinafter set forth shall, in no event, be exceeded unless the City Commission shall by Ordinance authorize a transfer from one appropriation account to another, or shall appropriate additional unappropriated funds:

DEPARTMENT	PERSONAL SERVICES	OTHER	TOTAL
POLICE PATROL	4,690,145	327,625	5,017,770
POLICE RECORDS	156,747	188,622	345,369
POLICE RESERVES	142,531	3,500	146,031
FIRE	4,637,250	366,650	5,003,900
STREET LIGHTING	0	269,000	269,000
OAKLAND CEMETERY	298,770	60,440	359,210
COMMUNITY DEVELOPMENT	691,738	84,515	776,253
CITY WIDE ECON DEVELOPMENT	0	30,000	30,000
BUILDING DIVISION	220,566	47,025	267,591
HORTICULTURAL SERVICES	1,039,173	303,311	1,342,484
JACKSON ST PIER	0	1,000	1,000
CITY MANAGER	154,490	10,993	165,483
ADMINISTRATIVE SERVICES	82,900	24,125	107,025
FINANCE	127,412	22,155	149,567
INCOME TAX	70,314	391,650	461,964
DATA PROCESSING CENTER	155,687	211,885	367,572
LAW	298,087	41,219	339,306
CITY COMMISSION	32,477	15,852	48,329
CITY COMMISSION CLERK	47,651	2,255	49,906
MUNICIPAL COURT	901,739	52,000	953,739
BUILDING MAINTENANCE	377,042	261,555	638,597

PAGE 2 - ORDINANCE NO. _____

ENGINEERING	285,897	39,327	325,224
FLEET MAINTENANCE	247,808	89,490	337,298
ADMINISTRATIVE SUPPORT	0	879,200	879,200
TRANSFERS:			
STREET FUND	0	162,273	162,273
TRANSIT FUND	0	200,000	200,000
PARKS & RECREATION FUND	0	231,250	231,250
POLICE PENSION FUND	0	417,092	501,465
PAYROLL STAB FUND	0	75,000	75,000
CAPITAL ECONOMIC DEV FUND	0	500,000	500,000
CAPITAL COMMUNITY DEV FUND	0	300,000	300,000
CAPITAL PUBLIC WORKS FUND	0	1,500,000	1,500,000
FIRE PENSION FUND	0	685,085	685,085
BOND RETIREMENT FUND	0	417,092	417,092
SPECIAL ASMNT BOND RETIREMENT FUND	0	18,525	18,525
GENERAL FUND	14,658,424	8,229,711	22,972,508
STREETS	931,080	335,879	1,266,959
SNOW & ICE REMOVAL	0	50,000	50,000
TRAFFIC & ELECTRICAL MNTC	114,079	194,955	309,034
STREET FUND	1,045,159	580,834	1,625,993
ST HIGHWAY FUND	35,000	45,000	80,000
2016 PUBLIC TRANSIT FUND	5,960	600,097	606,057
2017 PUBLIC TRANSIT FUND	155,122	2,852,115	3,007,237
	161,082	3,452,212	3,613,294
PAPER DISTRICT MARINA PAVILION	17,000	19,000	36,000
MILLS CREEK GOLF COURSE	0	2,300	2,300
RECREATION DEPARTMENT	116,000	110,200	226,200
BOAT LAUNCH RAMP	130,500	124,000	254,500
PARKS & RECREATION FUND	16,000	22,250	38,250
	279,500	277,750	557,250
FIRE PENSION FUND	769,541	53,633	823,174
POLICE PENSION FUND	598,926	40,628	639,554
POLICE	0	2,000	2,000
LANDBANK	0	50,000	50,000
CHIP GRANT	0	200,000	200,000
REVOLVING LOAN-ECO DEV	0	50,000	50,000
DRC-PROBATION SERVICES	70,000	5,000	75,000
STATE GRANTS FUND	70,000	307,000	377,000
POLICE JAG	0	5,000	5,000
POLICE BULLETPROOF VESTS	0	5,000	5,000
EMS	0	250,000	250,000
HUD CDBG	190,000	750,000	940,000
REVOLVING LOAN-ECO DEV	0	100,000	100,000
FEDERAL GRANTS FUND	190,000	1,110,000	1,300,000
INDIGENT DRIVER ALCOHOL TRT FUND	0	51,000	51,000
COURT COMPUTER FUND	5,000	30,000	35,000

PAGE 3 - ORDINANCE NO. _____

INDIGENT TELEPHONE FUND	0	1,000	1,000
COURT PROBATION FUND	80,000	10,000	90,000
PAYROLL STAB FUND	145,000	0	145,000
REAL ESTATE DEV FUND	0	5,000	5,000
CAPITAL - SECURITY OF PERSONS & PROP	0	40,000	40,000
CAPITAL - HEALTH	0	5,000	5,000
CAPITAL - LEISURE	0	5,000	5,000
CAPITAL - COMMUNITY	0	150,000	150,000
CAPITAL - TRANSPORTATION	0	200,000	200,000
CAPITAL - GENERAL GOVERNMENT	0	125,000	125,000
TOTAL CAPITAL IMPROVEMENT FUND	0	525,000	525,000
POLICE PATROL	0	90,000	90,000
EMS	50,000	2,600,000	2,650,000
SCHADE/MYLANDER PLAZA	0	5,000	5,000
RECREATION IMPROVEMENTS	0	55,000	55,000
WATERFRONT CORRIDOR	0	25,000	25,000
COMMUNITY DEVELOPMENT	0	300,000	300,000
ECONOMIC DEVELOPMENT	0	500,000	500,000
LIONS PARK PARKING LOT	0	205,000	205,000
SANDUSKY BAY INITIATIVE	0	1,000,000	1,000,000
URBAN FOREST GRANT	0	37,000	37,000
HORTICULTURAL SERVICES - GLRI	0	20,000	20,000
COLUMBUS AVE UNDERPASS	0	10,000	10,000
WESTEND OVERPASS	0	400,000	400,000
WARREN ST	0	10,000	10,000
CAMP ST UNDERPASS	0	50,000	50,000
CAMP ST	0	274,713	274,713
CLEVELAND ROAD	0	200,000	200,000
HAYES AVE	0	30,000	30,000
FIFTH STREET	0	9,017	9,017
COLUMBUS AVE RESURFACING	0	10,000	10,000
CAMPBELL & SCOTT ST	0	175,000	175,000
PERKINS AVE SIGNALS	0	10,000	10,000
WATER ST REHAB	0	10,000	10,000
CURRAN ST	0	30,000	30,000
PUBLIC WORKS	0	1,500,000	1,500,000
VENICE HEIGHTS	0	192,326	192,326
TRANSIT CAPITAL	0	125,500	125,500
DATA PROCESSING	0	100,000	100,000
MUNI COURT	0	25,000	25,000
JACKSON ST PARKING LOT	0	50,000	50,000
JACKSON ST PIER PROJECT	0	175,000	175,000
SHORELINE DRIVE PROJECT	0	151,000	151,000
THE LANDING PROJECT	0	65,000	65,000
WAYFINDING PROJECT	0	140,360	140,360
BATTERY PARK & SBP	0	45,122	45,122
PAPER DISTRICT	0	1,600,962	1,600,962
ENGINEERING	0	25,000	25,000
FLEET MAINTENANCE	0	25,000	25,000
CAPITAL PROJECTS FUND	50,000	10,276,000	10,326,000
TAX INCREMENT FUND	0	20,000	20,000
PP REMOVAL UNSAFE BLDGS	0	60,000	60,000

PAGE 4 - ORDINANCE NO. _____

NUISANCE REMOVAL	2,000	25,000	27,000
RENTAL REGISTRATION FEE	160,000	20,000	180,000
INSPECTION FEE	2,000	20,000	22,000
ADMIN FEE	2,000	10,000	12,000
SPECIAL ASSESSMENT FUND	166,000	135,000	301,000
FIRE STA. #1 RELOCATION	0	239,738	239,738
SCHADE/MYLANDER PLAZA	0	11,523	11,523
LIBRARY LEVY	0	430,734	430,734
ERI-SANDUSKY STREETSCAPE	0	72,214	72,214
COL AVE UNDERPASS IMP	0	4,363	4,363
LANE ST IMPR	0	14,516	14,516
ST-REMINGTON	0	5,503	5,503
BUTLER ST RAMP	0	9,429	9,429
ERI - AMTRAK STATION	0	16,265	16,265
POL/COURT/LAW RENOVATION	0	18,750	18,750
DEBT SERVICE-BONDS	0	774,355	774,355
BOND RETIREMENT FUND	0	1,597,390	1,597,390
URBAN RENEWAL TEMP REV BOND FUND	0	431,600	431,600
SPECIAL ASMNT BOND RETIREMENT FUND	0	303,025	303,025
CAO	162,914	42,295	205,209
BIWW FILTRATION PLANT	1,347,413	1,300,990	2,648,403
WATER DISTRIBUTION DEPT	911,459	443,846	1,355,305
ADMINISTRATIVE SUPPORT	680,000	247,500	927,500
EQUIPMENT REPLACEMENT	0	56,000	56,000
BIWW BUILDING IMPROVEMENTS	0	75,500	75,500
PAC & BAY INTAKE REPLACEMENT	0	1,490,616	1,490,616
CLEVELAND RD WATERLINE	0	25,000	25,000
CEDAR POINT WATERLINE	0	50,000	50,000
LINCOLN ST WATERLINE	0	100,000	100,000
CAMP ST WATERLINE	0	78,841	78,841
SHELDON'S MARSH INTAKE	0	2,000,000	2,000,000
WATER METER ACQUISITION	0	175,000	175,000
DEBT SERVICE-BASIC UTIL	0	1,675,730	1,675,730
WATER FUND	3,101,786	7,761,318	10,863,104
CAO	162,914	42,695	205,609
WATER POLLUTION CONTROL PLANT	1,747,408	1,442,238	3,189,646
SEWER MAINTENANCE DEPT	1,045,160	680,633	1,725,793
ADMINISTRATIVE SUPPORT	680,000	251,500	931,500
STORM WATER	0	148,200	148,200
WPC BUILDING IMPROVEMENTS	0	463,763	463,763
EQUIPMENT REPLACEMENT	0	696,177	696,177
STORM WATER ERU	0	349,014	349,014
MANHOLE & SLIP LINING	0	250,000	250,000
GREEN INFRASTRUCTURE EVAL	0	165,000	165,000
GRIT TANK IMPROVEMENTS	0	113,878	113,878
LIFT STATIONS	0	914,000	914,000
LINCOLN ST SEWER LINE	0	30,000	30,000
MARKET ST SEWER LINE	0	60,000	60,000
SEWER COLLECTIONS UPGRADE	0	444,619	444,619
DEBT SERVICE-BASIC UTIL	0	2,695,320	2,695,320
SEWER FUND	3,635,482	8,747,037	12,382,519
INTERNAL SERVICE FUND	0	4,500,000	4,500,000

PAGE 5 - ORDINANCE NO. _____

POLICE	0	15,000	15,000
CONTRABAND TRUST FD	0	50,000	50,000
FIRE	0	5,000	5,000
GREEN TRUST	0	11,000	11,000
FRIENDS OF THE GREENHOUSE	0	2,000	2,000
SAILING CLUB SCHOLARSHIP	0	10,000	10,000
PARK TRUST	0	5,500	5,500
UNCLAIMED FUNDS	0	500	500
GENERAL TRUST FUND	0	99,000	99,000
SHORELINE PARK IMPR	0	500	500
WASHINGTON PARK & GREENHOUSE	0	500	500
RED WAGON TRUST	0	500	500
FRED EPPLE TRUST	0	500	500
PARK ENDOWMENT FUND	0	2,000	2,000
OAKLAND CEMETERY DEPT	50,000	5,000	55,000
CHAPEL RESTORATION	0	600	600
GARDEN MAUSOLEUM	0	14,500	14,500
PERPETUAL CARE	0	1,000	1,000
SPECIAL CARE	0	1,000	1,000
MEMORIAL PLANTINGS	0	2,100	2,100
RIDGEVIEW COLUMBARIUM	0	10,000	10,000
CEMETERY ENDOW FUND	50,000	34,200	84,200
STATE PATROL TRANSFER FD	0	60,000	60,000
TOTAL ALL FUNDS	25,040,900	48,685,338	73,810,611

Section 3. The Finance Director is authorized to draw warrants upon the City treasury for funds appropriated in this Ordinance upon presentation of properly approved vouchers and when in conformity with the Charter and general laws of the State of Ohio. In addition, the Finance Director is authorized to make transfers between funds, to cover deficiencies in City funds provided said transfers are included in the general appropriations.

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 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 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:



SANDUSKY POLICE DEPARTMENT

JOHN ORZECZ, POLICE CHIEF

222 MEIGS STREET
SANDUSKY, OH 44870
Phone: 419.627.5869
FAX: 419.627.5862

Website: www.ci.sandusky.oh.us
Facebook: www.facebook.com/sanduskypolice

TO: Eric Wobser, City Manager

FROM: Chief John Orzech

DATE: 03/01/2017

RE: Commission Agenda Item

ITEM FOR CONSIDERATION:

Legislation for the ratification of the submission of a grant application to The Wightman-Weiber Foundation for Thirty-five Hundred (\$3,500.00) dollars for the operation of the Sandusky Police Department Bike Patrol and authorizing the City Manager to enter into any grant agreements and accept funds if awarded.

BACKGROUND INFORMATION:

The City of Sandusky Police Department (S.P.D.) has had a bike patrol for many years. It has been funded by overtime, grants and off regular shifts. Due to workload and current staffing shortages we are asking the Wightman-Weiber Foundation for funding to operate the S.P.D. bike patrol for the 2017 season.

BUDGETARY INFORMATION:

The total amount being requested is thirty-five hundred dollars (\$3,500.00) which will allow approximately thirteen (13), two (2) man patrols. There is no required match for this grant.

ACTION REQUESTED:

It is requested that legislation be prepared for the approval and ratification of the submission of the grant application to The Wightman-Weiber Foundation for thirty-five hundred dollars (\$3,500.00) for the operations of the S.P.D. bike patrol for the 2017 season and if awarded, to execute any required agreements and expend funds consistent to the agreements. It is further

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SANDUSKY POLICE DEPARTMENT

JOHN ORZECZ, POLICE CHIEF

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requested that this be passed in accordance with Section 14 of the City Charter in order to ratify the submission of the grant application which was submitted prior to the deadline of 03/01/2017.

John Orzech
Chief of Police

I concur with this recommendation:

Eric Wobser-City Manager

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AND RATIFYING A GRANT APPLICATION SUBMITTED TO THE WIGHTMAN-WIEBER FOUNDATION FOR THE OPERATION OF THE BIKE PATROL FOR THE SANDUSKY POLICE DEPARTMENT AND, IF AWARDED, AUTHORIZING THE CITY MANAGER TO EXECUTE ANY REQUIRED AGREEMENTS; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Sandusky Police Department submitted an application to the Wightman-Wieber Foundation for grant funding in the amount of \$3,500.00 to assist with the operation of the Sandusky Police Department Bike Patrol for 2017; 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 ratify the grant application submitted to the Wightman Wieber Foundation prior to the deadline of March 1, 2017, and to execute any grant agreements, if awarded funds, and begin budgetary planning at the earliest opportunity; and

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

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

Section 1. This City Commission hereby approves and ratifies the submission of a grant application to the Wightman-Wieber Foundation for funding to assist with the Bike Patrol for the Sandusky Police Department and authorizes and directs the City Manager and/or Finance Director to execute any grant agreements and to lawfully expend funds consistent with the application should they be awarded.

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

Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Resolution were taken in an open meeting of this City Commission and

that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

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

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

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

Passed: March 13, 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: March 1, 2017

Subject: **Commission Agenda Item – Professional Design Services Agreement for Conceptual Design at The Landing**

ITEM FOR CONSIDERATION: Agreement for Professional Design Services with Environmental Design Group (EDG) for Conceptual Design at The Landing.

BACKGROUND INFORMATION: The Sandusky Bay Pathway (Pathway) is a coastal trail envisioned by the City of Sandusky in 2005 that stretches along the waterfront from the east corporation limit to the west corporation limit with several other on-street and off-street trails networking city roads and the city-wide park system. During the Bicentennial Vision process in 2015, residents and stakeholders expressed much interest in re-establishing this idle pathway implementation program, which would be used for recreational pedestrian and cycling trails.

In 2016, Cedar Fair and The Sports Force constructed a large multi-sport outdoor sports complex at the east end of the city limits. The shoreline along the athletic complex is located mostly within the City of Sandusky. Because Sports Force will attract athletes and their families from all over the country, the City reignited the desire expressed by its residents to implement the portion of the Sandusky Bay Pathway along this property while creating a “node” or park along the Pathway trail at the Sports Force facility. This park is currently being called The Landing, but will likely receive a final name during the community engagement process.

Approximately 27 acres of low-lying grasslands and coastal wetlands along the northern edge of the athletic complex have been designated for public recreational use and an elevated recreational trail that would include cycling, walking, running and bird watching. This elevated trail, possibly boardwalk style, is intended to be part of the Sandusky Bay Pathway and is shown as a portion of the Bayfront Corridor Master Plan as the Bayfront Marshes Route. The overarching goal of the project is to make the back bay publicly accessible to the residents, tourists and users of the park.

The City has teamed with Cedar Fair and the Erie County Metroparks to engage a consultant to develop a conceptual design document to the exact location of the Pathway through the park, while also engaging stakeholders to develop desired active recreational opportunities at The Landing. One goal of the project is to determine connection points at the east and west ends, including a trail system and conceptual analysis of how The Landing can become a focal point of a reimagined Back Bay that is a destination for non-motorized waterfront tourism and leisure. The consultant will be tasked with proposing and analyzing site amenities, including a boat launch, concession stands, and rental facilities for non-motorized watersports such as sculling, canoeing, flatboarding, paddle boarding and kayaking.

A Request for Qualifications (RFQ) was issued and on July 1, 2016, the City received eight qualification packets from interested consultants throughout the Midwest that were evaluated and ranked by a selection

committee. The top three consultants were interviewed by the selection committee: Port Urbanism (Chicago, IL), Forum (St. Louis, MO), and EDG (Akron, OH). It was determined EDG was the most qualified based upon the consultant’s experience, professional expertise and technical ability necessary to complete the required tasks.

Attached is the scope of work (Scope), which has been greatly reduced from the originally perceived scope, for the conceptual design phase for the Landing. Highlights from this Scope include:

- 1. Mapping of existing conditions, including topography, submerged lands, floodplains coastline elevation changes and other potentially limiting information
- 2. Several meetings with stakeholders and client
- 3. Conceptual layout development based on ecosystems, visibility, vistas, recreational uses, and connectivity to key features.
- 4. Material selection (i.e. boardwalk, asphalt, concrete, amenities, etc.)
- 5. Trail alignment maps, including bridges and connectors if needed
- 6. Cost analysis based on constructability
- 7. Master Plan for The Landing and the Sandusky Bay Pathway through the park
- 8. Investigate possible funding mechanisms

BUDGETARY INFORMATION: The total cost of this conceptual design project is \$160,000 to be split accordingly:

City of Sandusky:	\$60,000
Cedar Fair:	\$50,000
Erie County Metroparks:	\$50,000

The city’s portion will be drawn from Capital funds. Costs associated with final engineering, construction and construction administration would require additional approval from the Sandusky City Commission, Cedar Fair and the Erie County Metroparks.

ACTION REQUESTED: It is recommended that an ordinance for a professional design services agreement for the conceptual design project at The Landing in the amount of \$60,000.00 be approved and that the necessary legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter so that the City can work quickly to find funding sources for subsequent phases prior to missing various application deadlines.

I concur with this recommendation:

Eric Wobser
City Manager

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

Exhibit B – Study Area Definition Map

Landing Park and Sandusky Bay Pathway Master Plan and Phase I Schematic Design



ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL DESIGN SERVICES WITH ENVIRONMENTAL DESIGN GROUP, LLC, OF AKRON, OHIO, FOR THE LANDING PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Sandusky Bay Pathway is a coastal trail that stretches along the waterfront from the east corporation limit to the west corporation limit with several other on-street and off-street trails networking City roads and the City-wide park system; and

WHEREAS, in 2016, Cedar Fair and The Sports Force constructed a large multi-sport outdoor sports complex at the east end of the City limits and the shoreline along the complex is located mostly within the City and the City desires to implement the portion of the Sandusky Bay Pathway along this property while creating a "node" or park along the Pathway trail at the Sports Force facility and this park is currently being called The Landing, but will likely receive a final name during the community engagement process; and

WHEREAS, the City has teamed with Cedar Fair and the Erie County Metroparks to engage a consultant to develop a conceptual design document to the exact location of the Pathway through the park, while also engaging stakeholders to develop desired active recreational opportunities at The Landing and the consultant will be tasked with proposing and analyzing site amenities, including a boat launch, concession stands, and rental facilities for non-motorized watersports such as sculling, canoeing, flatboarding, paddle boarding and kayaking; and

WHEREAS, approximately 27 acres of low-lying grasslands and coastal wetlands along the northern edge of the complex have been designated for public recreational use and an elevated recreational trail that would include cycling, walking, running and bird watching; and

WHEREAS, this elevated trail, possibly boardwalk style, is intended to be part of the Sandusky Bay Pathway and is shown as a portion of the Bayfront Corridor Master Plan as the Bayfront Marshes Route and the overarching goal of the project is to make the back bay publicly accessible to the residents, tourists and users of the park; and

WHEREAS, Environmental Design Group, LLC, will be providing conceptual design services for The Landing Project which includes four (4) tasks and are listed as follows:

- Task 1 - Project Kick-Off, Existing Data Review, Data Collection
- Task 2 - Existing Conditions Base Mapping & Analysis
- Task 3 - Conceptual Development
- Task 4 - Master Plan Preferred Alternative Development

and are more fully described in the Scope of Services, which is attached to this Ordinance and marked Exhibit "A" and specifically incorporated herein; and

WHEREAS, a Request for Qualifications (RFQ) was issued for the The Landing Project in which eight (8) submittals were received, evaluated and ranked by a selection committee and the top three (3) firms were interviewed by the committee and based on the firm's experience, professional expertise and technical ability necessary to complete the required tasks, it was determined Environmental Design Group was the most qualified; and

WHEREAS, the cost of the professional design services is not to exceed \$160,000.00 and will be split between the City, Cedar Fair, and Erie Metroparks as follows: \$50,000 will be paid by Cedar Fair, \$50,000 will be paid by the Erie County Metroparks, and the remaining balance of \$60,000 will be paid with City Capital 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 proceed with the project and allow the City to work quickly to find funding sources for subsequent phases and meet the various application deadlines; 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 authorized and directed to enter into an agreement with Environmental Design Group, LLC, of Akron, Ohio, for Professional Design Services for the conceptual design for The Landing Project substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the terms of this Ordinance, at an amount **not to exceed** Sixty Thousand and 00/100 Dollars (\$60,000.00).

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: March 13, 2017

AGREEMENT
FOR
PROFESSIONAL CONCEPTUAL DESIGN SERVICES

This Agreement for Professional Conceptual Design Services (this “Agreement”), made as of _____, 2017, by and between the City of Sandusky (the “City”), whose contact person shall be the Director of Public Works designated below or successor (the “City Engineer”), and Environmental Design Group, LLC (the “Architect/Engineer”), whose contact person and address are set forth below.

WHEREAS, the City is operating under its Charter, ordinances, and regulations, and it is the intention of the City, in the exercise of its powers, to obtain professional conceptual design services for the following project (the “Project”):

Project Name:	The Landing
Director of Public Works:	Aaron Klein, P.E.
Address:	Division of Public Works City of Sandusky 222 Meigs Street Sandusky, Ohio 44870
Architect/Engineer:	Environmental Design Group, LLC
Contact:	Michelle L. Johnson
Address:	450 Grant Street Akron, Ohio 44311

WHEREAS, the compensation of the Architect/Engineer set forth herein is determined to be fair and reasonable to the City and the Architect/Engineer; and

WHEREAS, the Architect/Engineer desires, and is licensed and capable, to provide professional conceptual design services for the Project;

WHEREAS, the Architect/Engineer has previously provided certain professional conceptual design services for the Project;

NOW, THEREFORE, in consideration of the mutual terms herein contained, the City and the Architect/Engineer agree as follows:

ARTICLE 1. RESPONSIBILITIES OF ARCHITECT/ENGINEER

1.1. Architect/Engineer’s Services

1.1.1. Scope of Services; Applicable Law. The Architect/Engineer shall provide professional conceptual design services as set forth herein, including services customarily furnished in accordance with generally-accepted architectural or engineering services, for the Project in accordance with the terms of this Agreement. The Architect/Engineer shall take into account the applicable Sections of the Ohio Revised Code and any applicable state rules and regulations, any applicable federal and local statutes, ordinances, rules and regulations and the Contract Documents.

1.1.2. Timeliness; Standard of Care. The Project Schedule shall be established by mutual agreement between the City and the Architect/Engineer within thirty (30) days after the execution hereof. The Architect/Engineer shall perform the Architect/Engineer's services in accordance with professional standards of skill, care, and diligence in a timely manner in accordance with the Project Schedule so as to cause no delay, interference, dispute, or hindrance in the Work, and in an effort so that the Project shall be completed as expeditiously and economically as possible within the Construction Budget and in the best interests of the City. A/E is not responsible for delays outside of its control.

1.1.3. Non-Discrimination. The Architect/Engineer represents that the Architect/Engineer is in compliance with all applicable equal employment opportunity requirements under law, if required by Section 153.59 of the Ohio Revised Code or any other applicable state or federal law.

1.1.4. Consultants. The Architect/Engineer may provide services through one or more consultants employed by the Architect/Engineer (the "Consultants"); provided, however, the Architect/Engineer shall remain responsible to the City for all duties and obligations of the Architect/Engineer under this Agreement. Unless waived or otherwise modified in writing by the City upon written request of the Architect/Engineer, no Consultant shall be retained upon terms inconsistent with this Agreement. The Architect/Engineer shall provide the City Engineer with the names and qualifications of any other proposed Consultant, together with a description of the services to be provided by such Consultant for approval. Once approved by the City Engineer, the identity of any Consultant and the extent of such Consultant's participation in performing the Architect/Engineer's services shall not be altered without the written consent of the City Engineer. Upon the request of the City, the Architect/Engineer shall terminate the employment of any Consultant. The City may communicate with any Consultant either through the Architect/Engineer or directly to the Consultant with notice to the Architect/Engineer.

1.1.5. Ethics Laws. The Architect/Engineer represents that it is familiar with all applicable ethics law requirements, including without limitation Sections 102.04 and 3517.13 of the Ohio Revised Code, and certifies that it is in compliance with such requirements.

1.1.6. Limitation of Authority. The Architect/Engineer shall not have any authority to bind the City for the payment of any costs or expenses without the express written approval of the City. The Architect/Engineer shall have authority to act on behalf of the City only to the extent provided herein. The Architect/Engineer's authority to act on behalf of the City shall be modified only by an amendment in accordance with Subparagraph 9.5.2.

ARTICLE 2. SCOPE OF ARCHITECT/ENGINEER'S BASIC SERVICES

2.1. General

2.1.1. Basic Services to be provided by the Architect/Engineer shall consist of the services set forth in Exhibit A attached hereto and incorporated by reference herein as if fully rewritten.

ARTICLE 3. ADDITIONAL SERVICES

3.1. General

3.1.1. Any services related to the Project not included in Basic Services are Additional Services. Additional Services shall be provided only if requested by the City in writing. Additional Services shall be paid for as provided in this Agreement in addition to the compensation for Basic Services;

provided, however, the Architect/Engineer shall not be compensated for any of the following services made necessary by the act or omission of the Architect/Engineer or any Consultant. Unless waived by the City in writing, authorization to provide Additional Services must be obtained prior to providing the Additional Services.

ARTICLE 4. RESPONSIBILITIES OF THE CITY

4.1. Required Actions. The City shall review, approve, or take such actions as are required of the City by this Agreement and applicable law in a reasonable and timely manner.

4.2. Instructions to Contractors. All instructions of the City to Contractors shall be through, or in consultation with, the Architect/Engineer.

4.3. City's Requirements. The City shall provide full information regarding its requirements for the Project, any agreements related to the Project, and any design and construction standards and work rules which set forth the City's use, design, time and financial objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability, time constraints imposed by fiscal and budgetary considerations, special equipment, systems and site requirements. The Architect/Engineer shall be entitled to rely upon the accuracy and completeness of information provided by the City under this paragraph which the City represents in writing is complete and accurate; provided, however, the City makes no representation for, and the Architect/Engineer may not rely upon, information from third parties.

4.4. Authorized Representative. The City has designated the City Engineer or successor to be the City's Authorized Representative, i.e., a person authorized to act on the City's behalf with respect to the Project to the extent provided in the Contract Documents. If the City Engineer is absent or unavailable, the City's Project Engineer shall serve as the City's Authorized Representative.

4.5. Notice to Architect/Engineer. If the City observes or otherwise becomes aware of any Defective Work or other fault or defect in the Project including the services of the A/E, prompt notice thereof shall be given to the Architect/Engineer.

4.6. Legal Representation. The City shall not be responsible to provide, or pay for, any legal representation of the Architect/Engineer.

ARTICLE 5. COMPENSATION

5.1. Direct Personnel Expense

5.1.1. Definition. Direct Personnel Expense shall mean the portion of direct salaries and wages of all personnel of the Architect/Engineer or any Consultants, as applicable, including professional, technical, management, administrative and clerical employees, and principals engaged on the Project related to their time devoted to the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto such as employment taxes and other statutory employee benefits, social security contributions, insurance, sick leave, holidays, vacations, pension and profit sharing pursuant to plans qualified under federal law and similar benefits related to their time devoted to the Project. Direct Personnel Expense shall not include any bonus or similar plan or arrangement related to the Architect/Engineer's performance on, or profit from, the Project.

5.1.2. Records. Direct Personnel Expense for the Architect/Engineer's employees for such hours of their time as are devoted to performing services to the Project shall be evidenced by time records certified by the Architect/Engineer.

5.1.3. Limit. The Architect/Engineer shall use all reasonable means to minimize Direct Personnel Expense.

5.2. Reimbursable Expenses

5.2.1. Definition. Reimbursable Expenses means actual expenditures incurred by the Architect/Engineer or its Consultants in the interest of the Project approved by the City for travel (if approved in advance) in accordance with City policies, transportation between the office of the Architect/Engineer and the Project, long-distance telephone, facsimile communications, reproduction, mailing, computer time, supplies and materials and Consultants. No other expenditures shall be Reimbursable Expenses unless so provided in an amendment in accordance with Subparagraph 9.5.2.

5.2.2. Limits. The Architect/Engineer shall use all reasonable means to minimize Reimbursable Expenses.

5.3. Basis of Compensation

5.3.1. Basic Fee. For Basic Services provided by the Architect/Engineer and all Consultants, the City shall pay the Architect/Engineer a Basic Fee in accordance with Paragraph 5.4 hereof in the amount of One Hundred and Sixty Thousand Dollars (\$160,000.00). A change in the Basic Fee may be made only by an amendment in accordance with Subparagraph 9.5.2.

5.3.2. Additional Fees. For Additional Services provided by the Architect/Engineer and any Consultants in accordance with Article III, the City shall pay the Architect/Engineer Additional Fees in an amount negotiated to the mutual reasonable satisfaction of the City and the Architect/Engineer, but in all events, such Additional Fees shall not exceed two and half (2.5) times the Direct Personnel Expense and any applicable Consultant in providing those Additional Services. Additional Fees may be approved only by an amendment in accordance with Subparagraph 9.5.2.

5.3.3. Extent of Basic Fee. The Architect/Engineer's Basic Fee includes all compensation for Basic Services, including without limitation, for salaries or other compensation of the Architect/Engineer's employees at the principal office, branch offices and the field office, general operating expenses of the Architect/Engineer's principal office, branch offices and the field office, any part of the Architect/Engineer's capital expenses, including interest on the Architect/Engineer's capital employed for the Project, overhead or expenses of any kind, except Reimbursable Expenses, any costs incurred due to the negligence of the Architect/Engineer, the Architect/Engineer's general advertising, federal, state or local income, sales or other taxes, state franchise taxes and qualification fees, and membership in trade, business or professional organizations.

5.3.4. Total Compensation. The total compensation of the Architect/Engineer and all Consultants shall consist of the Basic Fee, any Additional Fees, and Reimbursable Expenses.

5.4. Method and Terms of Payment

5.4.1. Basic Fee. Payment of the Basic Fee shall be made monthly upon invoice of actual services performed. The Basic Fee shall be subject to all setoffs in favor of the City for claims against the Architect/Engineer.

5.4.2. Additional Fees, Reimbursable Expenses. Payments of Additional Fees for Additional Services in accordance with Article III and Subparagraph 5.3.2 and for Reimbursable Expenses as set forth in Paragraph 5.2 shall be made monthly based upon services performed or expenses incurred, as applicable, and as shown by a properly completed and supported invoice of the Architect/Engineer. Invoices shall be sufficiently detailed and supported to permit review by the City for approval or disapproval of any amounts set forth in the invoice.

5.4.3. Payments by Architect/Engineer. Within ten (10) business days of receipt of payment made pursuant to this Agreement, the Architect/Engineer shall pay all portions thereof due to Consultants and to persons who provided items the expenses of which are Reimbursable Expenses.

5.4.4. Compensation for Extension of Project Time. If the Architect/Engineer notifies the City not less than thirty (30) days prior to the time for completion of the Project set by the Project Schedule established pursuant to Subparagraph 1.1.2, that such time for completion is reasonably expected to be exceeded by more than ten percent (10%) through no fault of the Architect/Engineer, the compensation, if any, for Basic Services to be rendered during such extended period shall be negotiated to the mutual reasonable satisfaction of the City and the Architect/Engineer. If, as a result of such negotiation, the City agrees that the Architect/Engineer shall be paid additional compensation, an amendment to that effect shall be executed in accordance with Subparagraph 9.5.2 before the Architect/Engineer renders any services made necessary by such extension of the time of completion, unless otherwise agreed in writing by the City.

ARTICLE 6. INSURANCE AND INDEMNIFICATION

6.1. Insurance

6.1.1. Casualty Insurance. Except when a modification is requested in writing by the Architect/Engineer and approved in writing by the City, the Architect/Engineer shall carry and maintain at the Architect/Engineer's cost, with companies authorized to do business in Ohio, all liability insurance as set forth below) during the term of this Agreement:

- a. Workers' Compensation and employer's liability insurance to the full extent as required by applicable law;
- b. Commercial general liability coverage for bodily injury and property damage, including limited contractual liability coverage, in not less than the following amounts:
 - i. General Aggregate Limit: \$2,000,000
 - ii. Each Occurrence Limit: \$1,000,000 each occurrence;
- c. Commercial automobile liability coverage, including non-owned and hired, in an amount not less than \$1,000,000.

6.1.2. Professional Liability Insurance. Subject to the City's waiver or modification of Professional Liability Insurance upon written request of the Architect/Engineer, the Architect/Engineer shall maintain insurance to protect against claims arising from the performance of the Architect/Engineer's services caused by any negligent acts, errors, or omissions for which the Architect/Engineer is legally liable ("Professional Liability Insurance"). Except when a waiver is approved by the City upon written request of the Architect/Engineer, such Professional Liability Insurance shall be in an amount not less than \$1,000,000 per claim and in the annual aggregate. The Architect/Engineer shall endeavor to keep such insurance in effect for so long as the Architect/Engineer may be held liable for its performance of services for the Project. If the Professional Liability Insurance is written on a claims-made basis, such insurance shall have a retroactive date no later than the date on which the Architect/Engineer commenced to perform services relating to the Project. The insurance company issuing the Professional Liability Insurance policy must be authorized to do business in Ohio and have a rating of at least A status as noted in the most recent edition of the Best's Insurance Reports.

6.1.3. Certificates. The Architect/Engineer shall provide the City with certificates of insurance evidencing the required coverages and amounts, including without limitation any certificates of renewal of insurance. The policies of insurance shall contain a provision that the policy or policies will not be canceled without thirty (30) days' prior written notice to the City; ten (10) days in the event of cancellation for non-payment of premium.

6.2. Indemnification

6.2.1. Indemnification by Architect/Engineer Generally. To the fullest extent permitted by law, the Architect/Engineer shall and does agree to indemnify and hold harmless the City and its members, officers, officials and employees, from and against insurable damages, losses, and expenses (including reasonable attorney's fees and other reasonable costs of defense), , which (a) arise out of, are caused by, or result from performance of the Architect/Engineer's services hereunder and (b) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to damage to or destruction of property, including the loss of use resulting therefrom, but (c) only to the extent they are caused by any negligent acts, errors, or omissions of the Architect/Engineer, anyone directly or indirectly employed by the Architect/Engineer or anyone for whose acts the Architect/Engineer is legally liable. This Subparagraph is intended to be, and shall be construed as consistent with, and not in conflict with, Section 2305.31 of the Ohio Revised Code, to the fullest extent permitted.

6.2.2. Intellectual Property Indemnification. To the fullest extent permitted by law, the Architect/Engineer shall and does agree to indemnify and hold harmless the City and its members, officials, officers and employees from and against insurable damages, losses, and expenses (including reasonable attorney's fees and other reasonable costs of defense), which result from infringement of any copyright, patent, or other intangible property right to the extent caused by the negligent act, errors, or omissions of the Architect/Engineer, anyone directly or indirectly employed by the Architect/Engineer or anyone for whose acts the Architect/Engineer is legally liable. The Architect/Engineer shall not be required to indemnify and hold harmless such persons for such matters when the claimed infringement occurs in materials provided by the City.

ARTICLE 7. DISPUTE RESOLUTION PROVISIONS

7.1. Mediation. Instead of, or in addition to, the procedures set forth below, the City and the Architect/Engineer may, by written agreement, submit any claims, requests, disputes, or matters in

question between or among them to mediation upon such terms as shall be mutually reasonably agreeable.

7.2. Notice and Filing of Requests. Any request by the Architect/Engineer for additional fees or expenses shall be made in writing to the Authorized Representative and filed prior to the final payment of the Basic Fee. Failure of the Architect/Engineer to timely make such a request shall constitute a waiver by the Architect/Engineer of any request for such fees and expenses.

7.3. Request Information. In every written request filed pursuant to Paragraph 7.2, the Architect/Engineer shall provide the nature and amount of the request; identification of persons, entities and events responsible for the request; activities on the Project Schedule affected by the request or new activities created by any delay and the relationship with existing activities; anticipated duration of any delay; and recommended action to avoid or minimize any future delay.

7.4. Meeting with Authorized Representative. If the Architect/Engineer files a written request with the Authorized Representative pursuant to Paragraph 7.2, the Authorized Representative shall, within thirty (30) days of receipt of the request, schedule a meeting in an effort to resolve the request and render a decision on the request promptly thereafter or render a decision on the request without a meeting, unless a mutual agreement is made to extend such time limit. The meeting scheduled by the Authorized Representative shall be attended by Persons expressly and fully authorized to resolve the request on behalf of the Architect/Engineer. The Authorized Representative shall render a decision on the request within thirty (30) days of the meeting unless a mutual agreement is made to extend the time for decision.

7.5. Appeal to Commission. If the efforts of the Authorized Representative do not lead to resolution of the request within sixty (60) days of receipt of the request provided pursuant to Paragraph 7.2 the Architect/Engineer may appeal to the City's Commission by written notice to the Authorized Representative who shall provide the Architect/Engineer an opportunity to present the claim at the Commission's next meeting, the Architect/Engineer shall be provided the opportunity to present the claim at the next succeeding meeting of the Commission. The Commission shall render a decision on the request within thirty (30) days of the meeting unless a mutual agreement is made to extend the time for decision. The decision of the Commission shall be final and conclusive, subject to litigation in a court of competent jurisdiction.

7.6. Delegation. No provision of this Paragraph shall prevent the Authorized Representative or the Commission from delegating the duties or authorities of the Authorized Representative or the City to any other Person selected at the discretion of the Authorized Representative.

7.7. Performance. The Architect/Engineer shall proceed with the Architect/Engineer's performance of this Agreement during any dispute resolution process, unless otherwise agreed by the Architect/Engineer and the City in writing. The City shall continue to make payment, in accordance with this Agreement, of any amounts not in dispute pending final resolution of any dispute in accordance with this Paragraph.

ARTICLE 8. TERMINATION AND REMEDIES

8.1. Termination of Agreement

8.1.1. Means of Termination. This Agreement may be terminated by either party upon seven (7) days written notice should the other party fail to perform in accordance with the terms of this

Agreement; provided, however, the Architect/Engineer shall not terminate this Agreement for non-payment if the City initiates the payment process by preparing, executing, and submitting a voucher for all reasonably undisputed amounts due to the Architect/Engineer within ten (10) days of receipt of the Architect/Engineer's written notice to terminate. This Agreement may be terminated by the City in whole or in part, without cause upon fifteen (15) days written notice to the Architect/Engineer. This Agreement may be terminated in whole or in part, at any time upon the mutual consent of the City and the Architect/Engineer.

8.1.2. Architect/Engineer's Remedies Upon Termination by City Without Cause or Upon Termination by Architect/Engineer. In the event of a termination which is not due to the failure of the Architect/Engineer to perform in accordance with the terms of this Agreement, the Architect/Engineer shall be compensated for all Basic Services of a completed Part performed prior to the termination date in accordance with the percentages set forth in Subparagraph 5.4.1, together with Reimbursable Expenses incurred prior to the termination date. In such event, for services rendered prior to the termination date in an uncompleted Part and for Additional Services, the Architect/Engineer shall receive compensation based on the percentages of completion of that Part or those Additional Services, as applicable, and as reasonably determined by the City, together with Reimbursable Expenses incurred prior to the termination date.

8.1.3. Architect/Engineer's Remedies Upon Termination by City for Cause. In the event of a termination which is due to the failure of the Architect/Engineer to perform in accordance with the terms of this Agreement, the Architect/Engineer shall be compensated only for Basic Services performed and paid for prior to the termination date in accordance with the actual time at billing rates as set forth in 5.3.1., together with Additional Services completely performed prior to the termination date. In such event, the Architect/Engineer shall be reimbursed only for Reimbursable Expenses incurred prior to the date of the notice of termination, unless the City consents in writing to the payment of Reimbursable Expenses incurred after that date.

8.1.4. Architect/Engineer's Remedies Upon Termination by Mutual Consent. In the event of a termination upon the mutual consent of the City and the Architect/Engineer, any compensation for Basic Services or for Additional Services or payment of Reimbursable Expenses shall be negotiated and set forth in an amendment to this Agreement in accordance with Subparagraph 9.5.2 prior to such termination.

8.1.5. Post-Termination Matters. If the City and the Architect/Engineer agree that any services are to be performed for the Project by the Architect/Engineer after any termination date, the amount of any compensation and the method and terms of payment of such compensation or any Reimbursable Expenses related to such services shall be negotiated and set forth in an amendment to this Agreement in accordance with Subparagraph 9.5.2 prior to the commencement of such services. Such amendment and any relevant provisions of this Agreement shall survive termination of this Agreement.

8.2. Remedies

8.2.1. Cumulative Remedies. No remedy conferred upon the City by the terms of this Agreement is intended to be exclusive of any other remedy provided at law or in equity. Each and every remedy of the City shall be cumulative and shall be in addition to any other remedy given to the City hereunder or now or hereafter existing. Except as otherwise provided in this Agreement, no remedy conferred upon the Architect/Engineer by the terms of this Agreement is intended to be exclusive of any other remedy provided at law or in equity. Except as otherwise provided in this Agreement, each and

every remedy of the Architect/Engineer shall be cumulative and shall be in addition to any other remedy given to the Architect/Engineer hereunder or now or hereafter existing.

8.2.2. Remedies Not Waived. No delay, omission, or forbearance to exercise any right, power, or remedy accruing to the City or the Architect/Engineer hereunder shall impair any such right, power, or remedy or shall be construed to be a waiver of any breach hereof or default hereunder. Every such right, power, or remedy may be exercised from time to time and as often as deemed expedient.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1. Ownership and Use of Documents

9.1.1. Property of City. Drawings and other documents prepared by, or with the cooperation of, the Architect/Engineer or any Consultant pursuant to this Agreement, including all copyrights, are the property of the City whether or not the Project for which they are prepared is commenced or completed. The Architect/Engineer or Consultant, as applicable, may retain copies, including reproducible copies of such drawings and other documents for information and reference. Such drawings or other documents may be used by the City or others employed by the City for reference in any completion, construction, correction, remodeling, renovation, reconstruction, alteration, modification of or addition to the Project, without compensation to the Architect/Engineer or Consultant. Such drawings or other documents shall not be used by the City, or be given or sold by the City to be used by others, on other projects except by agreement in writing and with agreed upon appropriate compensation to the Architect/Engineer or Consultant, as applicable. If an event occurs for which the Architect/Engineer or Consultant may be liable, the City shall notify the Architect/Engineer or Consultant of such event as soon as practical after such event and shall provide access to the Project to the Architect/Engineer or Consultant and their representatives. This Subparagraph shall survive termination of this Agreement.

9.1.2. Architect/Engineer's Intellectual Property. All inventions, patents, design patents, and computer programs acquired or developed by the Architect/Engineer in connection with or relation to the Project shall remain the property of the Architect/Engineer and shall be protected by the City from use by others except by agreement in writing with appropriate and agreed upon compensation to the Architect/Engineer.

9.2. Public Relations. Prior to completion of the Project, any public relations or publicity about the Project shall be solely within the control and with the consent of the City. The Architect/Engineer shall not use the City's name or seal, nor any adaptation thereof, for any advertising or trade purposes, including without limitation press releases, without the express written consent of the City.

9.3. Records. The records of all of the Architect/Engineer's Direct Personnel Costs, Reimbursable Expenses and payments to Consultants pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to the City at all times and shall be maintained for seven (7) years after final acceptance of the Project by the City. All other records kept by the Architect/Engineer related to the Project shall be available to the City at all times and shall be maintained for six (6) years after final acceptance of the Project by the City. Records related to any claim or dispute shall be retained for any longer period necessary to finally resolve the claim or dispute.

9.4. Successors and Assigns. The City and the Architect/Engineer, each bind themselves, their successors, assigns and legal representatives, to the other party to this Agreement and to the

successors, assigns and legal representatives of the other party with respect to all terms of this Agreement. The Architect/Engineer shall not assign, or transfer any right, title or interest in this Agreement without the prior written consent of the City.

9.5. Extent of Agreement

9.5.1. Entire Agreement. This Agreement represents the entire and integrated agreement between the City and the Architect/Engineer and supersede all prior negotiations, representations or agreements, either written or oral.

9.5.2. Amendments. This Agreement may be amended only by an amendment prepared by the City and signed by both the Architect/Engineer and the City.

9.5.3. Multiple Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

9.5.4. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections hereof.

9.5.5. Conditions to Validity. None of the rights, duties, and obligations contained in this Agreement shall be binding on any party until all legal requirements have been complied with.

9.6. Governing Law

9.6.1. Law of Ohio. This Agreement shall be governed by the law of the State of Ohio to the exclusion of the law of any other jurisdiction and the Erie County, Ohio Court of Common Pleas shall have jurisdiction over any action hereunder or related to the Project to the exclusion of any other forum.

9.6.2. Capitalized Terms. Capitalized terms in this Agreement shall have the same meaning as those in the Standard Conditions, unless otherwise defined herein or unless another meaning is indicated by the context.

9.7. Notices

9.7.1. Addresses. All notices, certificates, requests, or other communications hereunder shall be in writing and shall be deemed to be given if delivered in person to the individual or to a member of the company or organization for whom the notice is intended, or if delivered at or mailed by registered or certified mail, postage prepaid, to the appropriate address listed on the first page hereof.

9.7.2. Facsimiles. For convenience of communication only, notices, certificates, requests, or other communications hereunder of fewer than ten (10) pages, except requests for payment, may be sent by facsimile transmission to the City at (419) 627-5933 and to the Architect/Engineer at (216) 378-1497. Notices, certificates, requests, or other communications sent by facsimile transmission shall not be deemed to be given unless a counterpart is received or mailed in accordance with Subparagraph 9.7.1. Requests for payment may be sent to the City by facsimile transmission only upon specific direction from the City.

9.7.3. Emergencies. In the event of an emergency involving the Project, including, without limitation, a fatality, serious injury, fire, collapse, flood, utility or power loss to occupied facilities,

explosion, or environmental damage, the Architect/Engineer shall immediately notify the City by telephone.

9.7.4. Change of Address. The City or the Architect/Engineer may, by notice given hereunder, designate any further or different addresses telephone numbers or facsimile numbers to which subsequent notices, certificates, requests, or communications shall be sent.

9.8. Severability. If any provision of this Agreement, or any covenant, obligation or agreement contained herein is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if such invalid or unenforceable provision were not contained herein. Such invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement, shall be deemed to be effective, operative, made, entered into, or taken in the manner and to the full extent permitted by law.

9.9. Independent Contractor. The Architect/Engineer and any Consultant is an independent contractor with respect to any services performed hereunder. Neither the Architect/Engineer, nor any Consultant, shall be deemed to be servants, employees, or agents of the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

Environmental Design Group, LLC

By: _____

By: _____

CITY OF SANDUSKY, OHIO

By: _____

Eric Wobser
City Manager

CERTIFICATE OF FUNDS

In the matter of: Agreement with Environmental Design Group, LLC

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the City of Sandusky, Ohio under the foregoing Agreement have been lawfully appropriated for such purposes and are in the treasury of the City of Sandusky or are in the process of collection to the appropriate fund, free from any previous encumbrances.

Dated: _____, 2015

CITY OF SANDUSKY, OHIO

By: _____
Hank Solowiej, CPA
Finance Director

Account Number

Amount

February 26, 2017

City of Sandusky
Environmental Design Group Job No. 16-00259-01P

Mr. Eric Wobser
City Manager
City of Sandusky

RE: Landing Park and Sandusky Bay Pathway Master Plan

Dear Mr. Wobser,

Environmental Design Group is pleased to submit our proposal for the Landing Park and Sandusky Bay Pathway Master Plan project. The Master Plan study area for the Landing Park and Sandusky Bay Pathway extends from Castaway Bay to Plum Creek along the Sandusky Bay coastline.

We have also included a list of assumptions and exclusions that will help clarify the intended scope of work, both for the City of Sandusky (Client) and for Environmental Design Group.

SCOPE OF SERVICES

The services to be performed by Environmental Design Group in accordance with this proposal are as follows:

Task 1: Project Kick-Off, Existing Data Review, Data Collection

A. Existing Data Review

Prior to beginning inventory activities, the Environmental Design Group team will assemble and review pertinent background material. A partial list includes:

1. Sandusky 2018 Plan & Bicentennial Vision
2. Erie MetroParks/ODNR/TPL Hunting and Management Agreement
3. Putman Marsh Restrictions
4. Griffing-Sandusky Airport Decommissioning Maps
5. Griffing-Sandusky Airport Phase I Environmental Site Assessment

B. Data Collection

We will collect the following third-party data related to the project. This exiting data includes:

1. Land Use
2. Property Ownership
3. Topography
4. Land values
5. Flood Plains
6. On-Road and Off-Road Bicycle, Trail and Sidewalk Facilities

7. Parks, Trailheads & Recreational Parking Facilities
8. Utilities

C. Client Meeting #1

We will conduct one (1) Client kick-off meeting to discuss the detailed project schedule/timeline, next steps, process of communication desires, etc. as part of this Task.

Environmental Design Group will provide the following services for all Client meetings listed in this Scope of Services:

1. Attendance of meetings with appropriate staff
2. Meeting facilitation, presentation and/or materials
3. Meeting agendas
4. Meeting notes

The Client will be responsible for the following items for all Client meetings listed in this Scope of Services:

1. Selecting and securing meeting location(s)
2. Advertising the meetings to appropriate attendees
3. Inviting meeting attendees

D. Stakeholder Meeting #1

Environmental Design Group will provide the following services for all Stakeholder meetings listed in this Scope of Services:

1. Attendance of meetings with appropriate staff
2. Meeting facilitation, presentation and/or materials
3. Meeting agendas
4. Meeting notes
5. Up to 25 color copies of applicable meeting materials (unless otherwise noted within this Scope of Services)

The Client will be responsible for the following items for all Stakeholder meetings listed in this Scope of Services:

1. Selecting and securing meeting location(s)
2. Advertising the meetings to appropriate attendees
3. Inviting meeting attendees

The Stakeholder meeting formats, desired information collected, etc. will be coordinated between the Client and Environmental Design Group.

Task 2: Existing Conditions Base Mapping & Analysis

A. Existing Conditions Base mapping

Using the third-party data collected in Task 1, we will prepare the following base maps:

1. Existing Land Use
2. Public/Private Ownership

3. Topography
4. Land Values
5. Flood Plains
6. Coastline Water Elevation Change from Coastal Seiche Activity
7. Existing Multi-Modal Facilities (On-Road, Trail, Sidewalk and Blueway)

B. Field Assessment

Environmental Design Group will visit the study area to evaluate field conditions. We will only access public property or private property that we have been granted access to prior to our site visit.

This task will include:

1. Multiple field visits
2. Deed research for Erie Metroparks owned parkland
3. Submerged land lease research

C. Existing Conditions Analysis

Once the field evaluations, site visits, and review of existing material, EDG will prepare an analysis of these findings. We will begin formulating designs, recommendations and other possible solutions for the Master Plan study area. Our findings may include maps, diagrams, charts, photographs, and text to communicate the information. Some of these analysis outcomes include:

1. Destination analysis
2. Blueway portage opportunities
3. Green Infrastructure retrofit opportunities
4. Potential trailhead/node/plaza locations

D. Stakeholder & Client Interviews

As part of assessment of the property and project, Environmental Design Group will set up and participate in select stakeholder and client interviews. With the help of the Client, we will identify key stakeholders, landowners, government agencies, non-profit organizations, and businesses that may provide insight to the goals, challenges, and information required to develop comprehensive recommendations for the project. We will conduct up to four (4) full days of interviews, with no more than four (4) trips, as part of this Task.

E. Client Meeting #2

We will conduct one (1) Client meeting as part of this Task.

F. Stakeholder Meeting #2 & Public Meeting #1

We will conduct one (1) Stakeholder meeting and one (1) Public meeting as part of this Task. The Stakeholder and Public meeting formats, desired information collected, etc. will be coordinated between the Client and Environmental Design Group.

Environmental Design Group will provide the following services for all Public meetings listed in this Scope of Services:

1. Attendance of meetings with appropriate staff
2. Meeting facilitation, presentation and/or materials

3. Meeting agendas
4. Meeting notes
5. Create digital advertisement fliers for the public meetings (to be distributed by the Client)
6. Up to 75 color copies of applicable meeting materials (unless otherwise noted within this Scope of Services)

The Client will be responsible for the following items for all Public meetings listed in this Scope of Services:

1. Selecting and securing meeting location(s)
2. Advertising the meetings to appropriate attendees and/or the public
3. Inviting meeting attendees

The Public meeting formats, desired information collected, etc. will be coordinated between the Client and Environmental Design Group.

Landing Park and Sandusky Bay Pathway Master Plan

Task 3: Conceptual Development

This step will help define and refine the off-road trail routes through the study area for review and conceptual layouts of future park sites within the Master Plan study area.

A. Thematic Concepts of Overall Character of Study Area

Part of creating excitement for the overall master plan, Environmental Design Group will develop a series of thematic concepts that will define the identity for the project. In addition to overall thematic concepts, this may include access to variety of ecosystems, visibility, circulation, views/vistas, nodes, interpretive locations, recreational uses, community connectivity, ecological preservation and restoration. We will develop 11" X 17" layouts that graphically depict the various thematic concepts. Both the thematic concepts and preliminary materials selection (listed below) will be a discussion point at the associated Stakeholder and Public meetings.

B. Preliminary Material Selection

As part of developing the thematic concept plan, a proposed material palette will be developed to help define the character of the project. These materials will be part of the project language that will be incorporated throughout the project to ensure continuity and consistency between phases. The material palette will be 11" x17" matrix of materials, descriptions, example photographs, and design descriptions.

C. Preliminary Trail Alignment Plan & Map

Potential trail routes will consider connecting existing on-road and off-road multi-modal facilities, parks, vehicular parking facilities and future off-road trail facilities. Sometimes referred to as a spaghetti map, as part of this task we will:

1. Identify various routes with opportunities and constraints to each segment

2. Identify locations where bridges, boardwalks or other non-traditional trail sections would be required
3. Develop up to three (3) trail alignment alternatives
 - a. These alignments will explore the balance the use of boardwalks and allowing users to be close to the water's edge vs. staying on land with the use of traditional asphalt trails.
4. Explore and develop multiple trail connectors/spurs and neighborhood connectors
5. Evaluate constructability cost issues such as pavements, property ownership, utilities, grading, wetlands, soils, etc.
6. Assess user experience including views, viewsheds, safety, sight distance, and slopes

The Client will review the draft preliminary trail alignment plan and provide all combined stakeholder/client comments to Environmental Design Group within two (2) weeks of receipt of the scope delivery items. The final preliminary trail alignment plan will be produced as a map and will be delivered as a high-resolution pdf and/or jpg digital file to the Client.

D. Preliminary Conceptual Site Plans of Park Elements

The preliminary conceptual park site plans will display very general massing of roads, parkland, boat launch and boat access areas, parking lots, etc. We will develop up to three (3) black and white hand-sketched preliminary conceptual site plans of park elements as part of this task.

The Client will review the draft preliminary conceptual park site plans and provide all combined stakeholder/client comments to Environmental Design Group within two (2) weeks of receipt of the scope delivery items. The final preliminary conceptual park site plans will be produced as a 2D, black and white massing maps and will be delivered as a high-resolution pdf and/or jpg digital file to the Client.

E. Client Meeting #3

We will conduct one (1) Client meeting as part of this Task.

Task 4: Master Plan Preferred Alternative Development

A. Trail Alignment Master Plan

Once the conceptual trail alignment alternatives have been evaluated, we will prepare a final trail alignment master plan that will outline the preferred routes. An overall color rendered plan will highlight primary and secondary trail routes through the study area. Additional enlargements of routes will be provided to show additional information for the routes including route types, property ownership, and more detailed information about route conditions.

B. Park Master Site Plan

Based on input from the Stakeholders, Public and Client, we will refine up to two (2) of the hand-sketched conceptual park site plans. These two conceptual park site plans

will be refined as hand-sketches and will be presented to the Stakeholders and Public during the third round of involvement meetings.

Based on input from Stakeholder Meeting #2 & Public Meeting #1, we will develop one (1) final preferred conceptual park site plan with 2D linework of the site in CAD. The final conceptual park site plan will display refined general massing of roads, parkland, boat launch and boat access areas, parking lots, etc.

The Client will review the draft park conceptual site plan and provide all combined stakeholder/client comments to Environmental Design Group within two (2) weeks of receipt of the scope delivery items. We will deliver the final park conceptual site plan as a high-resolution pdf and/or jpg digital file to the Client.

C. 'Order of magnitude' Opinion of Probable Costs

We will prepare a high-level master plan opinion of probable costs. This document will guide the Client regarding decision making of phases, implementation and order of magnitude of costs for the final recommendations of the Master Plan. As part of this task, we will recommend phasing and sequencing of the various recommended improvements and develop a high-level implementation schedule based on the phasing, available funding and other outside drivers. We will deliver the opinion of probable costs, phasing and schedule as a pdf digital file to the Client.

D. Presentation Graphics

Not all meeting attendees are able to visualize recommended improvements that maps and site plans display. While the trail alignment master plan and park master site plans will be easily readable and graphically pleasing, a picture is worth a thousand words. For the third Stakeholder meeting and second Public meeting, we will prepare up to two (2) draft color rendered presentation graphics of the preferred trail alignment route and up to two (2) draft color rendered presentation graphics of the draft park conceptual site plans. These graphics may include plan views, sketches, perspectives and/or before/after simulated photos.

The Client will review the draft presentation graphics and provide all combined stakeholder/client comments to Environmental Design Group within two (2) weeks of receipt of the scope delivery items. We will deliver the draft presentation graphics as a high-resolution pdf and/or jpg digital file to the Client.

After the preferred alternative trail alignment route and park conceptual site plan development is complete and vetted by the Stakeholders, Public and Client, we will develop up to three (3) final color rendered presentation graphics of the preferred trail alignment route and up to three (3) final color rendered presentation graphics of the final park master site plan. These graphics may include plan views, sketches, perspectives and/or before/after simulated photos.

The Client will review the final presentation graphics and provide all combined stakeholder/client comments to Environmental Design Group within two (2) weeks of receipt of the scope delivery items. We will deliver the final presentation graphics as a high-resolution pdf and/or jpg digital file to the Client.

E. Funding

Potential funding partners, economies of scale, and maintenance costs are just some of the factors that guide the development of a solid funding strategy. Environment Design Group specializes in funding trail, greenway and general transportation improvements and has extensive knowledge in state and federal funding sources, including the timelines, rules and regulations associated with them, as well as grant and philanthropic funding sources. A funding toolbox, specific to the final master plan recommendations, will be provided in the final plan document as a deliverable of this project.

F. 11" X 17" Illustrative Master Plan Document

The final master plan document needs to get residents and businesses excited about the project. Instead of being heavy with narrative and history, this master plan will be a well-designed graphic document that contains very little text and is heavy with maps, renderings, graphics and the "order of magnitude" opinion of probable costs. Environmental Design Group will produce one (1) 11" X 17" illustrative master plan document. The final branding, signage and wayfinding package will be an addendum to this document.

The Client will review the draft illustrative master plan document and provide all combined stakeholder/client comments to Environmental Design Group within two (2) weeks of receipt of the scope delivery items. We will provide the Client three (3) printed and bound colored copies of the document and as a high-resolution pdf and/or jpg digital file.

G. 24" X 36" Presentation Project Summary Board

We will develop a 24" X 36" colored presentation project summary board for the Master Plan phase of the project. The Client will review the draft presentation project summary and provide all combined stakeholder/client comments to Environmental Design Group within two (2) weeks of receipt of the scope delivery items. We will deliver three (3) color printed boards on foam-core and a high-resolution pdf digital version of the final board to the Client.

SCHEDULE

This project will take 30 weeks upon contract authorization. This schedule is contingent on the Client providing review/revisions/comments/feedback within two (2) weeks upon receipt of each scope item deliverable.

COMPENSATION

For and in consideration of the above-referenced services, Environmental Design Group will invoice the following lump sum fee schedule:

Task 1 – Project Kick-Off, Existing Data Review, Data Collection	\$15,927.60
Task 2 – Existing Conditions Base Mapping & Analysis	\$39,182.00
Task 3 – Conceptual Development	\$51,181.90
Task 4 – Master Plan Preferred Alternative Development	<u>\$53,708.50</u>
	Total: \$160,000.00

Mileage, tolls, other misc. travel expenses, printing and reimbursable expenses are included in the above fees.

The above fees will apply for nine months from acceptance of this agreement. If the work is not completed during that period, the agreement may be subject to renegotiation.

ASSUMPTIONS AND EXCLUSIONS

Below is a list of assumptions and exclusions that apply to our proposal for technical services for this project. These items were considered while defining the scope and cost of our services. These assumptions and exclusions also describe responsibilities both of Environmental Design Group and the client, in the event there is a need for work outside the defined scope of services.

1. Unless the Client designates an alternate in writing by filling in the designated representative on Page 10, the person signing the agreement will be considered the Client's only official representative with respect to this agreement.
2. We will be utilizing third-party data for base information such as parcels, utilities and soils. We therefore cannot guarantee the data's accuracy.
3. The scope of this work is to prepare a master plan level document. Other than the indicated Jurisdictional Determination in the Scope of Services, we have not included any detailed engineering scope of work in this proposal that could be used for construction, permitting, or agency approvals.
4. This proposal outlines the agreed upon scope of services. It supersedes any other previous requests, discussions, or versions including request for proposals or other owner initiated scope documents.
5. Client, to the best of their ability, will make all provisions for Environmental Design Group personnel to enter upon public and private lands as required to perform the described services. If access is not available, Environmental Design Group will notify the Client on how that may affect the scope and fee, if any.
6. This proposal has been based on a continuous project development process from start to finish. After the project is authorized, should the project be put on hold by the Client, or otherwise be pursued in a start-stop-resume manner, Environmental Design Group reserves the right to renegotiate the fees established herein to account for the extra costs resulting therefrom.
7. The Client is responsible to coordinate and submit plans and documentation for Planning Commission, City Commission or Zoning Commission review and approvals. Environmental

Design Group is available to attend meetings on a Time-n-Materials basis if requested by the Client.

8. Opinions of construction cost or estimates of construction cost prepared by Environmental Design Group under this agreement are just that. Environmental Design Group does not warrant or guarantee that the project can be constructed for those amounts and the Client agrees that Environmental Design Group cannot be held liable for any discrepancies between bid costs and our opinions or estimates.
9. In the event the proposal indicates that survey data, including information provided by others, is to be provided by the Client, Environmental Design Group reserves the right to determine the suitability of such survey data for use in the design process. If the provided information is determined by Environmental Design Group to be outdated, missing information or otherwise inadequate to serve as the basis for design, the Client will be responsible for providing any additional data required.
10. Environmental Design Group will provide the professional services as outlined in this agreement. If additional services are requested by the Client, Environmental Design Group can provide an amendment to the fees and scope of services of this agreement. No additional services will be performed without the authorization of the Client.
11. This proposal is based upon the current regulations of the applicable local, county and state regulatory agencies. While Environmental Design Group does not anticipate major changes in these regulations, changes in rules adopted by the agencies during the project process may affect the fees quoted herein and Environmental Design Group reserves the right to renegotiate such fees accordingly.
12. Fees for Permits or Plan Reviews or any other fees to governmental agencies are not included in this proposal. It is the responsibility of the Client to pay these fees at the time of submittal if any such fee is encountered.
13. Environmental Design Group offers professional services and will work to accomplish the Client's goals, but the fees associated with the scope of services and the completion thereof shall be paid regardless of approval by regulatory agencies. Environmental Design Group will advise the Client on the likely approvability of the project, but cannot guarantee that the desired approvals by regulatory agencies will be granted. Unfortunately, such approvability is not certain until the project has gone through the entire regulatory processes.
14. Unless services related to rezoning have been specifically included in the proposal, it is assumed that this site is properly zoned for the development that Client proposes. The client and/or his attorney are responsible for resolving any issues related to the zoning status that may surface. This includes submittals, exhibits or meetings required by neighborhood or overall development commissions. Environmental Design Group will provide these services, if requested, under a separate authorized contract.

CLIENT RESPONSIBILITIES

Client will provide the following in order to expedite the project:

1. Provide background data
2. Coordinate all meetings
3. Provide timely review of submissions and invoices
4. Unless the Client designates an alternate in writing, the person signing the agreement will be considered the Client's only official representative with respect to this agreement.

Mr. Eric Wobser, City Manager
City of Sandusky
February 26, 2017

INVOICING PROCEDURES AND TERMS

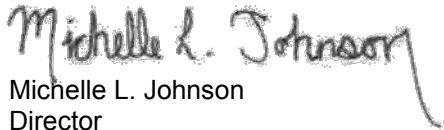
Invoices will be submitted monthly.

PROJECT INITIATION

If this proposal is satisfactory, you may authorize Environmental Design Group to proceed by signing both copies of this letter and returning one copy to us. If there is a need for clarification or if changes in contractual arrangements are desired, please contact me.

We look forward to working with you.

Sincerely,


Michelle L. Johnson
Director

ACCEPTED: **City of Sandusky**

By _____

Title _____

Date _____

Name of Client's Designated Representative:

R:\BD Archives\Akron\16\25 - Parks\Sandusky\Landing Park Coastal Trail\Contract



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: Jane E. Cullen, P.E.

Date: March 1, 2017

Subject: Commission Agenda Item – Professional Design Services Agreement with Richland Engineering Limited (REL) for Gartland Avenue Design

ITEM FOR CONSIDERATION: Legislation for approval to enter into a Professional Services Agreement for the design of the Gartland Avenue Reconstruction Project with Richland Engineering Limited (REL).

BACKGROUND INFORMATION:

Gartland Avenue currently has an existing 6" waterline and a 8" sanitary and 10" storm over/under sewer system. An over/under sewer system is one in which both utilities run parallel to each other in the same trench and tie into the same sewer manholes. This area has experienced basement flooding during rain events. The existing storm sewer is at a higher elevation and runs parallel to the lower sanitary sewer. The existing concrete sidewalks have been raised up over the years due the oversized trees in the small boulevard area. The proposed design for the reconstruction project will involve separating the storm and sanitary sewers and reconnecting any sewer laterals to their respective sewer. The project will also involve replacing and increasing the waterline from a six (6") to an eight (8") waterline. The existing concrete sidewalks and curb ramps will be replaced along with curb ramps replaced and updated to ADA compliance. The existing trees will be removed and replaced with a tree species that will be a better fit long term for the small boulevard area. Once all of the underground utilities are installed the street will be reconstructed with a new stone base and asphalt driving surface.

Richland Engineering Limited (REL) was the top ranked design firm to perform the design of the Garland Avenue Reconstruction Project based on the 2016 – 2017 Biennial Request for Statements of Qualifications process. REL has extensive experience with the design aspects of this project. A final Scope of Services (SOS), dated February 16, 2017, is attached to the legislation as Exhibit "A".

BUDGETARY INFORMATION: The not to exceed cost for professional design services is \$86,845.00 with \$55,845.00 to be paid from Sewer Funds and \$31,000.00 to be paid with Water Funds.

ACTION REQUESTED: It is recommended that an ordinance for a professional design services contract for the Gartland Avenue Reconstruction Project in the amount of \$86,845.00 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 proceed with the design and construction of this project during the 2017 construction season.

I concur with this recommendation:

Eric Wobser
City Manager

Aaron Klein, P.E.
Director

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 AN AGREEMENT FOR PROFESSIONAL DESIGN SERVICES WITH RICHLAND ENGINEERING LIMITED OF MANSFIELD, OHIO, FOR THE GARTLAND AVENUE RECONSTRUCTION PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Gartland Avenue area has experienced basement flooding during rain events and existing concrete sidewalks have been raised over the years due to oversized trees in the small boulevard area; and

WHEREAS, the Gartland Avenue Reconstruction Project involves separating the storm and sanitary sewers and reconnecting any sewer laterals to their respective sewer, replacing and increasing the waterline from a six (6) inch to eight (8) inch waterline, replacing existing concrete sidewalks along with curb ramps replaced and updated to ADA compliance, removal and replacement of existing trees with a tree species better fitted for long term for the small boulevard area, and once all of the underground utilities are installed, the street will be reconstructed with a new stone base and asphalt driving surface; and

WHEREAS, Richland Engineering Limited will be providing services for the detailed design and construction contract plan preparation for the Gartland Avenue Reconstruction Project which includes two (2) phases and are listed as follows:

Phase 1 - Field Survey and Base Mapping
Phase 2 - Final Design Contract Plans

and are more fully described in the Scope of Services, which is attached to this Ordinance and marked Exhibit "A" and specifically incorporated herein; and

WHEREAS, Richland Engineering Limited was selected as the top-ranked design firm for the Gartland Avenue Reconstruction project through the 2016-2017 Biennial Request for Statements of Qualifications (SOQ) for Services process based on the firm's experience, professional expertise and technical ability necessary to complete the required tasks as they have extensive experience with the design aspects of the project; and

WHEREAS, the cost of the professional design services is \$86,845.00 and will be paid with Sewer Funds in the amount of \$55,845.00 and Water Funds in the amount of \$31,000.00; 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 proceed with the design and construction of this project during the 2017 construction season; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Department of 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 an agreement with Richland Engineering Limited of Mansfield, Ohio, for Professional Design Services for the Gartland Avenue Reconstruction Project, substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the terms of this Ordinance, at an amount **not to exceed** Eighty Six Thousand Eight Hundred Forty Five and 00/100 Dollars (\$86,845.00).

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: March 13, 2017

AGREEMENT
FOR
PROFESSIONAL SERVICES

This Agreement for Professional Services (this “Agreement”), made as of _____, 2017, by and between the City of Sandusky (the “City”), whose contact person shall be the Director of Public Services designated below or successor (the “City Engineer”), and Richland Engineering Limited (the “Architect/Engineer”), whose contact person and address are set forth below.

WHEREAS, the City is operating under its Charter, ordinances, and regulations, and it is the intention of the City, in the exercise of its powers, to obtain professional services for the following project (the “Project”):

Project Name: Gartland Avenue Reconstruction Project

Director of Public Works: Aaron Klein, P.E.
Address: Department of Public Works
City of Sandusky
222 Meigs Street
Sandusky, Ohio 44870

Architect/Engineer: Richland Engineering Limited
Contact: Patrick R. Schwan, P.E.
Address: 29 North Park Street
Mansfield, Ohio 44902-1769

WHEREAS, the compensation of the Architect/Engineer set forth herein is determined to be fair and reasonable to the City and the Architect/Engineer; and

WHEREAS, the Architect/Engineer desires, and is licensed and capable, to provide professional services for the Project;

WHEREAS, the Architect/Engineer has previously provided certain professional services for the Project;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the City and the Architect/Engineer agree as follows:

ARTICLE 1. RESPONSIBILITIES OF ARCHITECT/ENGINEER

1.1. Architect/Engineer’s Services

1.1.1. Scope of Services; Applicable Law. The Architect/Engineer shall provide professional services, including, without limitation, services customarily furnished in accordance with generally-accepted architectural or engineering services, for the Project in accordance with the terms of this Agreement. The Architect/Engineer shall provide such services in accordance with the applicable Sections of the Ohio Revised Code and any applicable state rules and regulations, any applicable federal and local statutes, ordinances, rules and regulations and the Contract Documents.

1.1.2. Timeliness; Standard of Care. The Project Schedule shall be established by mutual agreement between the City and the Architect/Engineer within thirty (30) days after the execution hereof. The Architect/Engineer shall perform the Architect/Engineer's services in accordance with professional standards of skill, care, and diligence in a timely manner in accordance with the Project Schedule so as to cause no delay, interference, disruption, or hindrance in the Work, and so that the Project shall be completed as expeditiously and economically as possible within the Construction Budget and in the best interests of the City.

1.1.3. Non-Discrimination. The Architect/Engineer represents that the Architect/Engineer is in compliance with all applicable equal employment opportunity requirements under law, if required by Section 153.59 of the Ohio Revised Code or any other applicable state or federal law.

1.1.4. Consultants. The Architect/Engineer may provide services through one or more consultants employed by the Architect/Engineer (the "Consultants"); provided, however, the Architect/Engineer shall remain responsible to the City for all duties and obligations of the Architect/Engineer under this Agreement. Unless waived or otherwise modified in writing by the City upon written request of the Architect/Engineer, no Consultant shall be retained upon terms inconsistent with this Agreement. The Architect/Engineer shall provide the City Engineer with the names and qualifications of any other proposed Consultant, together with a description of the services to be provided by such Consultant for approval. Once approved by the City Engineer, the identity of any Consultant and the extent of such Consultant's participation in performing the Architect/Engineer's services shall not be altered without the written consent of the City Engineer. Upon the request of the City, the Architect/Engineer shall terminate the employment of any Consultant. The City may communicate with any Consultant either through the Architect/Engineer or directly to the Consultant with notice to the Architect/Engineer.

1.1.5. Ethics Laws. The Architect/Engineer represents that it is familiar with all applicable ethics law requirements, including without limitation Sections 102.04 and 3517.13 of the Ohio Revised Code, and certifies that it is in compliance with such requirements.

1.1.6. Limitation of Authority. The Architect/Engineer shall not have any authority to bind the City for the payment of any costs or expenses without the express written approval of the City. The Architect/Engineer shall have authority to act on behalf of the City only to the extent provided herein. The Architect/Engineer's authority to act on behalf of the City shall be modified only by an amendment in accordance with Subparagraph 9.5.2.

ARTICLE 2. SCOPE OF ARCHITECT/ENGINEER'S BASIC SERVICES

2.1. General

2.1.1. Basic Services to be provided by the Architect/Engineer shall consist of the services set forth in Exhibit A attached hereto and incorporated by reference herein as if fully rewritten.

ARTICLE 3. ADDITIONAL SERVICES

3.1. General

3.1.1. Any services related to the Project not included in Basic Services are Additional Services. Additional Services shall be provided only if requested by the City in writing. Additional Services shall be paid for as provided in this Agreement in addition to the compensation for Basic Services; provided, however, the Architect/Engineer shall not be compensated for any of the following services

made necessary by the act or omission of the Architect/Engineer or any Consultant. Unless waived by the City in writing, authorization to provide Additional Services must be obtained prior to providing the Additional Services.

ARTICLE 4. RESPONSIBILITIES OF THE CITY

4.1. Required Actions. The City shall review, approve, or take such actions as are required of the City by this Agreement and applicable law in a reasonable and timely manner.

4.2. Instructions to Contractors. All instructions of the City to Contractors shall be through, or in consultation with, the Architect/Engineer.

4.3. City's Requirements. The City shall provide full information regarding its requirements for the Project, any agreements related to the Project, and any design and construction standards and work rules which set forth the City's use, design, time and financial objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability, time constraints imposed by fiscal and budgetary considerations, special equipment, systems and site requirements. The Architect/Engineer shall be entitled to rely upon the accuracy and completeness of information provided by the City under this paragraph which the City represents in writing is complete and accurate; provided, however, the City makes no representation for, and the Architect/Engineer may not rely upon, information from third parties.

4.4. Authorized Representative. The City has designated the City Engineer or successor to be the City's Authorized Representative, i.e., a person authorized to act on the City's behalf with respect to the Project to the extent provided in the Contract Documents. If the City Engineer is absent or unavailable, the City's Project Engineer shall serve as the City's Authorized Representative.

4.5. Notice to Architect/Engineer. If the City observes or otherwise becomes aware of any Defective Work or other fault or defect in the Project, prompt notice thereof shall be given to the Architect/Engineer.

4.6. Legal Representation. The City shall not be responsible to provide, or pay for, any legal representation of the Architect/Engineer.

ARTICLE 5. COMPENSATION

5.1. Direct Personnel Expense

5.1.1. Definition. Direct Personnel Expense shall mean the portion of direct salaries and wages of all personnel of the Architect/Engineer or any Consultants, as applicable, including professional, technical, management, administrative and clerical employees, and principals engaged on the Project related to their time devoted to the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto such as employment taxes and other statutory employee benefits, social security contributions, insurance, sick leave, holidays, vacations, pension and profit sharing pursuant to plans qualified under federal law and similar benefits related to their time devoted to the Project. Direct Personnel Expense shall not include any bonus or similar plan or arrangement related to the Architect/Engineer's performance on, or profit from, the Project.

5.1.2. Records. Direct Personnel Expense for the Architect/Engineer's employees for such hours of their time as are devoted to performing services to the Project shall be evidenced by time records certified by the Architect/Engineer.

5.1.3. Limit. The Architect/Engineer shall use all reasonable means to minimize Direct Personnel Expense.

5.2. Reimbursable Expenses

5.2.1. Definition. Reimbursable Expenses means actual expenditures incurred by the Architect/Engineer or its Consultants in the interest of the Project approved by the City for travel (if approved in advance) in accordance with City policies, transportation between the office of the Architect/Engineer and the Project, long-distance telephone, facsimile communications, reproduction, mailing, computer time, supplies and materials and Consultants. No other expenditures shall be Reimbursable Expenses unless so provided in an amendment in accordance with Subparagraph 9.5.2.

5.2.2. Limits. The Architect/Engineer shall use all reasonable means to minimize Reimbursable Expenses.

5.3. Basis of Compensation

5.3.1. Basic Fee. For Basic Services provided by the Architect/Engineer and all Consultants, the City shall pay the Architect/Engineer a Basic Fee in accordance with Paragraph 5.4 hereof in the amount of Eighty Six Thousand Eight Hundred Forty Five Dollars (\$86,845.00) A change in the Basic Fee may be made only by an amendment in accordance with Subparagraph 9.5.2.

5.3.2. Additional Fees. For Additional Services provided by the Architect/Engineer and any Consultants in accordance with Article III, the City shall pay the Architect/Engineer Additional Fees in an amount negotiated to the mutual reasonable satisfaction of the City and the Architect/Engineer, but in all events, such Additional Fees shall not exceed two and half (2.5) times the Direct Personnel Expense and any applicable Consultant in providing those Additional Services. Additional Fees may be approved only by an amendment in accordance with Subparagraph 9.5.2.

5.3.3. Extent of Basic Fee. The Architect/Engineer's Basic Fee includes all compensation for Basic Services, including without limitation, for salaries or other compensation of the Architect/Engineer's employees at the principal office, branch offices and the field office, general operating expenses of the Architect/Engineer's principal office, branch offices and the field office, any part of the Architect/Engineer's capital expenses, including interest on the Architect/Engineer's capital employed for the Project, overhead or expenses of any kind, except Reimbursable Expenses, any costs incurred due to the negligence of the Architect/Engineer, the Architect/Engineer's general advertising, federal, state or local income, sales or other taxes, state franchise taxes and qualification fees, and membership in trade, business or professional organizations.

5.3.4. Total Compensation. The total compensation of the Architect/Engineer and all Consultants shall consist of the Basic Fee, any Additional Fees, and Reimbursable Expenses.

5.4. Method and Terms of Payment

5.4.1. Basic Fee. Payment of the Basic Fee shall be made monthly upon invoice of actual services performed. The Basic Fee shall be subject to all setoffs in favor of the City for claims against the Architect/Engineer.

5.4.2. Additional Fees, Reimbursable Expenses. Payments of Additional Fees for Additional Services in accordance with Article III and Subparagraph 5.3.2 and for Reimbursable Expenses as set

forth in Paragraph 5.2 shall be made monthly based upon services performed or expenses incurred, as applicable, and as shown by a properly completed and supported invoice of the Architect/Engineer. Invoices shall be sufficiently detailed and supported to permit review by the City for approval or disapproval of any amounts set forth in the invoice.

5.4.3. Payments by Architect/Engineer. Within ten (10) business days of receipt of payment made pursuant to this Agreement, the Architect/Engineer shall pay all portions thereof due to Consultants and to persons who provided items the expenses of which are Reimbursable Expenses.

5.4.4. Compensation for Extension of Project Time. If the Architect/Engineer notifies the City not less than thirty (30) days prior to the time for completion of the Project set by the Project Schedule established pursuant to Subparagraph 1.1.2, that such time for completion is reasonably expected to be exceeded by more than ten percent (10%) through no fault of the Architect/Engineer, the compensation, if any, for Basic Services to be rendered during such extended period shall be negotiated to the mutual reasonable satisfaction of the City and the Architect/Engineer. If, as a result of such negotiation, the City agrees that the Architect/Engineer shall be paid additional compensation, an amendment to that effect shall be executed in accordance with Subparagraph 9.5.2 before the Architect/Engineer renders any services made necessary by such extension of the time of completion, unless otherwise agreed in writing by the City.

ARTICLE 6. INSURANCE AND INDEMNIFICATION

6.1. Insurance

6.1.1. Casualty Insurance. Except when a modification is requested in writing by the Architect/Engineer and approved in writing by the City, the Architect/Engineer shall carry and maintain at the Architect/Engineer's cost, with companies authorized to do business in Ohio, all necessary liability insurance (which shall include as a minimum the requirements set forth below) during the term of this Agreement:

- a. Workers' Compensation and employer's liability insurance to the full extent as required by applicable law;
- b. Commercial general liability coverage for bodily injury and property damage, including limited contractual liability coverage, in not less than the following amounts:
 - i. General Aggregate Limit: \$2,000,000
 - ii. Each Occurrence Limit: \$1,000,000 each occurrence;
- c. Commercial automobile liability coverage, including non-owned and hired, in an amount not less than \$1,000,000.

6.1.2. Professional Liability Insurance. Subject to the City's waiver or modification of Professional Liability Insurance upon written request of the Architect/Engineer, the Architect/Engineer shall maintain insurance to protect against claims arising from the performance of the Architect/Engineer's services caused by any negligent acts, errors, or omissions for which the Architect/Engineer is legally liable ("Professional Liability Insurance"). Except when a waiver is approved by the City upon written request of the Architect/Engineer, such Professional Liability Insurance shall be in an amount not less than \$1,000,000 per claim and in the annual aggregate. The Architect/Engineer shall

endeavor to keep such insurance in effect for so long as the Architect/Engineer may be held liable for its performance of services for the Project. If the Professional Liability Insurance is written on a claims-made basis, such insurance shall have a retroactive date no later than the date on which the Architect/Engineer commenced to perform services relating to the Project. The insurance company issuing the Professional Liability Insurance policy must be authorized to do business in Ohio and have a rating of at least A status as noted in the most recent edition of the Best's Insurance Reports.

6.1.3. Certificates. The Architect/Engineer shall provide the City with certificates of insurance evidencing the required coverages and amounts, including without limitation any certificates of renewal of insurance. The certificates of insurance shall contain a provision that the policy or policies will not be canceled without thirty (30) days' prior written notice to the City.

6.2. Indemnification

6.2.1. Indemnification by Architect/Engineer Generally. To the fullest extent permitted by law, the Architect/Engineer shall and does agree to indemnify and hold harmless the City and its members, officers, officials, employees, and representatives from and against insurable damages, losses, and expenses (including reasonable attorney's fees and other reasonable costs of defense), of any nature, kind or description, which (a) arise out of, are caused by, or result from performance of the Architect/Engineer's services hereunder and (b) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to damage to or destruction of property, including the loss of use resulting therefrom, but (c) only to the extent they are caused by any negligent acts, errors, or omissions of the Architect/Engineer, anyone directly or indirectly employed by the Architect/Engineer or anyone for whose acts the Architect/Engineer is legally liable. This Subparagraph is intended to be, and shall be construed as consistent with, and not in conflict with, Section 2305.31 of the Ohio Revised Code, to the fullest extent permitted.

6.2.2. Intellectual Property Indemnification. To the fullest extent permitted by law, the Architect/Engineer shall and does agree to indemnify and hold harmless the City and its members, officials, officers, employees, and representatives from and against insurable damages, losses, and expenses (including reasonable attorney's fees and other reasonable costs of defense), of any nature, kind or description, which result from infringement of any copyright, patent, or other intangible property right to the extent caused by the negligent act, errors, or omissions of the Architect/Engineer, anyone directly or indirectly employed by the Architect/Engineer or anyone for whose acts the Architect/Engineer is legally liable. The Architect/Engineer shall not be required to indemnify and hold harmless such persons for such matters when the claimed infringement occurs in materials provided by the City.

ARTICLE 7. DISPUTE RESOLUTION PROVISIONS

7.1. Mediation. Instead of, or in addition to, the procedures set forth below, the City and the Architect/Engineer may, by written agreement, submit any claims, requests, disputes, or matters in question between or among them to mediation upon such terms as shall be mutually reasonably agreeable.

7.2. Notice and Filing of Requests. Any request by the Architect/Engineer for additional fees or expenses shall be made in writing to the Authorized Representative and filed prior to the final payment of the Basic Fee. Failure of the Architect/Engineer to timely make such a request shall constitute a waiver by the Architect/Engineer of any request for such fees and expenses.

7.3. Request Information. In every written request filed pursuant to Paragraph 7.2, the Architect/Engineer shall provide the nature and amount of the request; identification of persons, entities and events responsible for the request; activities on the Project Schedule affected by the request or new activities created by any delay and the relationship with existing activities; anticipated duration of any delay; and recommended action to avoid or minimize any future delay.

7.4. Meeting with Authorized Representative. If the Architect/Engineer files a written request with the Authorized Representative pursuant to Paragraph 7.2, the Authorized Representative shall, within thirty (30) days of receipt of the request, schedule a meeting in an effort to resolve the request and render a decision on the request promptly thereafter or render a decision on the request without a meeting, unless a mutual agreement is made to extend such time limit. The meeting scheduled by the Authorized Representative shall be attended by Persons expressly and fully authorized to resolve the request on behalf of the Architect/Engineer. The Authorized Representative shall render a decision on the request within thirty (30) days of the meeting unless a mutual agreement is made to extend the time for decision.

7.5. Appeal to Commission. If the efforts of the Authorized Representative do not lead to resolution of the request within sixty (60) days of receipt of the request provided pursuant to Paragraph 7.2 the Architect/Engineer may appeal to the City's Commission by written notice to the Authorized Representative who shall provide the Architect/Engineer an opportunity to present the claim at the Commission's next meeting, the Architect/Engineer shall be provided the opportunity to present the claim at the next succeeding meeting of the Commission. The Commission shall render a decision on the request within thirty (30) days of the meeting unless a mutual agreement is made to extend the time for decision. The decision of the Commission shall be final and conclusive, subject to litigation in a court of competent jurisdiction.

7.6. Delegation. No provision of this Paragraph shall prevent the Authorized Representative or the Commission from delegating the duties or authorities of the Authorized Representative or the City to any other Person selected at the discretion of the Authorized Representative.

7.7. Performance. The Architect/Engineer shall proceed with the Architect/Engineer's performance of this Agreement during any dispute resolution process, unless otherwise agreed by the Architect/Engineer and the City in writing. The City shall continue to make payment, in accordance with this Agreement, of any amounts not in dispute pending final resolution of any dispute in accordance with this Paragraph.

ARTICLE 8. TERMINATION AND REMEDIES

8.1. Termination of Agreement

8.1.1. Means of Termination. This Agreement may be terminated by either party upon seven (7) days written notice should the other party fail to perform in accordance with the terms of this Agreement; provided, however, the Architect/Engineer shall not terminate this Agreement for non-payment if the City initiates the payment process by preparing, executing, and submitting a voucher for all reasonably undisputed amounts due to the Architect/Engineer within ten (10) days of receipt of the Architect/Engineer's written notice to terminate. This Agreement may be terminated by the City in whole or in part, without cause upon fifteen (15) days written notice to the Architect/Engineer. This Agreement may be terminated in whole or in part, at any time upon the mutual consent of the City and the Architect/Engineer.

8.1.2. Architect/Engineer's Remedies Upon Termination by City Without Cause or Upon Termination by Architect/Engineer. In the event of a termination which is not due to the failure of the Architect/Engineer to perform in accordance with the terms of this Agreement, the Architect/Engineer shall be compensated for all Basic Services of a completed Part performed prior to the termination date in accordance with the percentages set forth in Subparagraph 5.4.1, together with Reimbursable Expenses incurred prior to the termination date. In such event, for services rendered prior to the termination date in an uncompleted Part and for Additional Services, the Architect/Engineer shall receive compensation based on the percentages of completion of that Part or those Additional Services, as applicable, and as reasonably determined by the City, together with Reimbursable Expenses incurred prior to the termination date.

8.1.3. Architect/Engineer's Remedies Upon Termination by City for Cause. In the event of a termination which is due to the failure of the Architect/Engineer to perform in accordance with the terms of this Agreement, the Architect/Engineer shall be compensated only for Basic Services performed and paid for prior to the termination date in accordance with the actual time at billing rates as set forth in 5.3.1., together with Additional Services completely performed prior to the termination date. In such event, the Architect/Engineer shall be reimbursed only for Reimbursable Expenses incurred prior to the date of the notice of termination, unless the City consents in writing to the payment of Reimbursable Expenses incurred after that date.

8.1.4. Architect/Engineer's Remedies Upon Termination by Mutual Consent. In the event of a termination upon the mutual consent of the City and the Architect/Engineer, any compensation for Basic Services or for Additional Services or payment of Reimbursable Expenses shall be negotiated and set forth in an amendment to this Agreement in accordance with Subparagraph 9.5.2 prior to such termination.

8.1.5. Post-Termination Matters. If the City and the Architect/Engineer agree that any services are to be performed for the Project by the Architect/Engineer after any termination date, the amount of any compensation and the method and terms of payment of such compensation or any Reimbursable Expenses related to such services shall be negotiated and set forth in an amendment to this Agreement in accordance with Subparagraph 9.5.2 prior to the commencement of such services. Such amendment and any relevant provisions of this Agreement shall survive termination of this Agreement.

8.2. Remedies

8.2.1. Cumulative Remedies. No remedy conferred upon the City by the terms of this Agreement is intended to be exclusive of any other remedy provided at law or in equity. Each and every remedy of the City shall be cumulative and shall be in addition to any other remedy given to the City hereunder or now or hereafter existing. Except as otherwise provided in this Agreement, no remedy conferred upon the Architect/Engineer by the terms of this Agreement is intended to be exclusive of any other remedy provided at law or in equity. Except as otherwise provided in this Agreement, each and every remedy of the Architect/Engineer shall be cumulative and shall be in addition to any other remedy given to the Architect/Engineer hereunder or now or hereafter existing.

8.2.2. Remedies Not Waived. No delay, omission, or forbearance to exercise any right, power, or remedy accruing to the City or the Architect/Engineer hereunder shall impair any such right, power, or remedy or shall be construed to be a waiver of any breach hereof or default hereunder. Every such right, power, or remedy may be exercised from time to time and as often as deemed expedient.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1. Ownership and Use of Documents

9.1.1. Property of City. Drawings and other documents prepared by, or with the cooperation of, the Architect/Engineer or any Consultant pursuant to this Agreement, including all copyrights, are the property of the City whether or not the Project for which they are prepared is commenced or completed. The Architect/Engineer or Consultant, as applicable, may retain copies, including reproducible copies of such drawings and other documents for information and reference. Such drawings or other documents may be used by the City or others employed by the City for reference in any completion, construction, correction, remodeling, renovation, reconstruction, alteration, modification of or addition to the Project, without compensation to the Architect/Engineer or Consultant. Such drawings or other documents shall not be used by the City, or be given or sold by the City to be used by others, on other projects except by agreement in writing and with agreed upon appropriate compensation to the Architect/Engineer or Consultant, as applicable. If an event occurs for which the Architect/Engineer or Consultant may be liable, the City shall notify the Architect/Engineer or Consultant of such event as soon as practical after such event and shall provide access to the Project to the Architect/Engineer or Consultant and their representatives. This Subparagraph shall survive termination of this Agreement.

9.1.2. Architect/Engineer's Intellectual Property. All inventions, patents, design patents, and computer programs acquired or developed by the Architect/Engineer in connection with or relation to the Project shall remain the property of the Architect/Engineer and shall be protected by the City from use by others except by agreement in writing with appropriate and agreed upon compensation to the Architect/Engineer.

9.2. Public Relations. Prior to completion of the Project, any public relations or publicity about the Project shall be solely within the control and with the consent of the City. The Architect/Engineer shall not use the City's name or seal, nor any adaptation thereof, for any advertising or trade purposes, including without limitation press releases, without the express written consent of the City.

9.3. Records. The records of all of the Architect/Engineer's Direct Personnel Costs, Reimbursable Expenses and payments to Consultants pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to the City at all times and shall be maintained for seven (7) years after final acceptance of the Project by the City. All other records kept by the Architect/Engineer related to the Project shall be available to the City at all times and shall be maintained for six (6) years after final acceptance of the Project by the City. Records related to any claim or dispute shall be retained for any longer period necessary to finally resolve the claim or dispute.

9.4. Successors and Assigns. The City and the Architect/Engineer, each bind themselves, their successors, assigns and legal representatives, to the other party to this Agreement and to the successors, assigns and legal representatives of the other party with respect to all terms of this Agreement. The Architect/Engineer shall not assign, or transfer any right, title or interest in this Agreement without the prior written consent of the City.

9.5. Extent of Agreement

9.5.1. Entire Agreement. This Agreement represents the entire and integrated agreement between the City and the Architect/Engineer and supersedes all prior negotiations, representations or agreements, either written or oral.

9.5.2. Amendments. This Agreement may be amended only by an amendment prepared by the City and signed by both the Architect/Engineer and the City.

9.5.3. Multiple Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

9.5.4. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections hereof.

9.5.5. Conditions to Validity. None of the rights, duties, and obligations contained in this Agreement shall be binding on any party until all legal requirements have been complied with.

9.6. Governing Law

9.6.1. Law of Ohio. This Agreement shall be governed by the law of the State of Ohio to the exclusion of the law of any other jurisdiction and the Erie County, Ohio Court of Common Pleas shall have jurisdiction over any action hereunder or related to the Project to the exclusion of any other forum.

9.6.2. Capitalized Terms. Capitalized terms in this Agreement shall have the same meaning as those in the Standard Conditions, unless otherwise defined herein or unless another meaning is indicated by the context.

9.7. Notices

9.7.1. Addresses. All notices, certificates, requests, or other communications hereunder shall be in writing and shall be deemed to be given if delivered in person to the individual or to a member of the company or organization for whom the notice is intended, or if delivered at or mailed by registered or certified mail, postage prepaid, to the appropriate address listed on the first page hereof.

9.7.2. Facsimiles. For convenience of communication only, notices, certificates, requests, or other communications hereunder of fewer than ten (10) pages, except requests for payment, may be sent by facsimile transmission to the City at (419) 627-5933 and to the Architect/Engineer at 419-524-1812. Notices, certificates, requests, or other communications sent by facsimile transmission shall not be deemed to be given unless a counterpart is received or mailed in accordance with Subparagraph 9.7.1. Requests for payment may be sent to the City by facsimile transmission only upon specific direction from the City.

9.7.3. Emergencies. In the event of an emergency involving the Project, including, without limitation, a fatality, serious injury, fire, collapse, flood, utility or power loss to occupied facilities, explosion, or environmental damage, the Architect/Engineer shall immediately notify the City by telephone.

9.7.4. Change of Address. The City or the Architect/Engineer may, by notice given hereunder, designate any further or different addresses telephone numbers or facsimile numbers to which subsequent notices, certificates, requests, or communications shall be sent.

9.8. Severability. If any provision of this Agreement, or any covenant, obligation or agreement contained herein is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if such invalid or unenforceable provision were not contained herein. Such invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement, shall be deemed to be effective, operative, made, entered into, or taken in the manner and to the full extent permitted by law.

9.9. Independent Contractor. The Architect/Engineer and any Consultant is an independent contractor with respect to any services performed hereunder. Neither the Architect/Engineer, nor any Consultant, shall be deemed to be servants, employees, or agents of the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

Richland Engineering Limited

By: _____

By: _____

CITY OF SANDUSKY, OHIO

By: _____

Eric L. Wobser
City Manager

CERTIFICATE OF FUNDS

In the matter of: Gartland Avenue Reconstruction Project

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the City of Sandusky, Ohio under the foregoing Agreement have been lawfully appropriated for such purposes and are in the treasury of the City of Sandusky or are in the process of collection to the appropriate fund, free from any previous encumbrances.

Dated: _____, 2015

CITY OF SANDUSKY, OHIO

By: _____
Hank Solowiej, CPA
Finance Director

Account Number

Amount



RICHLAND ENGINEERING LIMITED

29 North Park Street, Mansfield, Ohio 44902-1769 • 419-524-0074 FAX 419-524-1812

P116-115

February 16, 2017

City of Sandusky
222 Meigs Street
Sandusky, Ohio 44870

Attn: Aaron Klein, P.E.

Re: Updated Proposal for Engineering Services
-Gartland Avenue
Roadway Improvements - Final Development

Dear Aaron:

In accordance with your comments, we are pleased to submit the following updated proposal to furnish engineering services for detailed design and construction contract plan preparation for the Gartland Avenue roadway improvement.

It is our understanding the City has a standard agreement for engineering services which we will process upon approval of our fee proposal.

We appreciate your consideration of Richland Engineering Limited for furnishing engineering services on this project, and thank you for the opportunity to submit this proposal.

If you have any questions or require additional information, please contact us.

Very truly yours,
RICHLAND ENGINEERING LIMITED

Patrick R. Schwan, P.E.

Enc.

PROPOSAL FOR CONSULTING SERVICES

CITY OF SANDUSKY

**GARTLAND AVENUE ROADWAY IMPROVEMENTS
FINAL DEVELOPMENT
February 16, 2017**

RICHLAND ENGINEERING LIMITED

Table of Contents

<u>Description</u>	<u>Sheet No.</u>
Letter of Transmittal	---
Table of Contents	---
Proposal Cost Summary.....	1
Proposed Labor Rates	3
Project Narrative	6
Subconsultant Proposal – TTL Associates, Inc.	

	A	B	C	D	E	F	G	H	I	J
1	PROPOSAL COST SUMMARY									
2										
3										
4	C/R/S :	Gartland Avenue Roadway Improvements								
5							Overhead Percentage =			158.00%
6	PID NO.:									
7							Net Fee Percentage =			11.00%
8	CONSULTANT:	Richland Engineering Limited								
9										
10	DATE:	March 2, 2017								
11										
12					Direct					
13	Task		Hourly	Total	Labor	Overhead	Direct	Subcon.	Net	Total
14	Description		Rate	Hours	Costs	Costs	Costs	Costs	Fee	Cost
15	Phase 1 - Field Survey and Base Mapping									
16	Field Survey (2 person crew)									
17	Research and Data Collection		\$33.75	8	\$270	\$427	\$0	\$0	\$77	\$774
18	Iron Pin & Property Lines/Property Owner Letters		\$24.50	28	\$686	\$1,084	\$0	\$0	\$195	\$1,965
19	Existing/Proposed Control		\$23.17	18	\$417	\$659	\$0	\$0	\$118	\$1,194
20	Topo Identification/Soil Boring Locations		\$20.80	44	\$915	\$1,446	\$725	\$0	\$260	\$3,346
21	Cross Sections - Gartland Avenue		\$20.79	28	\$582	\$920	\$0	\$0	\$165	\$1,667
22	Cross Sections - Sideroads		\$20.83	12	\$250	\$395	\$0	\$0	\$71	\$716
23	Sanitary/Drainage Survey/Represent. Owner svc		\$25.93	116	\$3,008	\$4,753	\$0	\$0	\$854	\$8,615
24	Locate Utilities		\$21.88	26	\$569	\$899	\$0	\$0	\$161	\$1,629
25	Bench Marks		\$23.86	14	\$334	\$528	\$0	\$0	\$95	\$957
26	Abandoned West Jefferson Street Profile (500'+/-)		\$20.75	8	\$166	\$262	\$0	\$0	\$47	\$475
27	Download Data, Computer File		\$42.00	4	\$168	\$265	\$0	\$0	\$48	\$481
28	Survey Calculations & C/L Location		\$32.10	20	\$642	\$1,014	\$0	\$0	\$182	\$1,838
29	Field Survey (2 person crew) Subtotal		\$24.56	326	\$8,007	\$12,652	\$725	\$0	\$2,273	\$23,657
30			Avg. Rate							
31										
32	Computer Aided Drafting									
33	Base Map		\$26.00	1	\$26	\$41	\$0	\$0	\$7	\$74
34	Develop Existing Plan & Contours		\$28.80	5	\$144	\$228	\$0	\$0	\$41	\$413
35	Add Utilities, Water, Sewer		\$28.80	5	\$144	\$228	\$0	\$0	\$41	\$413
36	Develop Existing Cross Sections		\$29.75	4	\$119	\$188	\$0	\$0	\$34	\$341
37	Computer Aided Drafting Subtotal		\$28.87	15	\$433	\$685	\$0	\$0	\$123	\$1,241
38			Avg. Rate							
39										
40	Phase 1 - Field Survey and Base Mapping									
41			\$24.75	341	\$8,440	\$13,337	\$725	\$0	\$2,396	\$24,898
42	Total		Avg. Rate							
43										

	A	B	C	D	E	F	G	H	I	J
1	PROPOSAL COST SUMMARY									
2										
3										
4	C/R/S :	Garland Avenue Roadway Improvements								
5							Overhead Percentage =		158.00%	
6	PID NO.:									
7							Net Fee Percentage =		11.00%	
8	CONSULTANT:	Richland Engineering Limited								
9										
10	DATE:	March 2, 2017								
11										
12										
13	Task		Hourly	Total	Direct	Overhead	Direct	Subcon.	Net	Total
14	Description		Rate	Hours	Labor	Costs	Costs	Costs	Fee	Cost
44	Phase 2 - Final Design Contract Plans									
45	Roadway Plans									
46	Site Visit		\$42.00	6	\$252	\$398	\$240	\$0	\$72	\$962
47	Title Sheet		\$34.00	2	\$68	\$107	\$0	\$0	\$19	\$194
48	Geotechnical Investigation		\$47.33	6	\$284	\$449	\$0	\$7,915	\$81	\$8,729
49	Typical Sections		\$32.10	10	\$321	\$507	\$0	\$0	\$91	\$919
50	Preliminary Design		\$38.18	22	\$840	\$1,327	\$0	\$0	\$238	\$2,405
51	Plan & Profile (5 sheets)		\$33.75	32	\$1,080	\$1,706	\$0	\$0	\$306	\$3,092
52										
53	Limited Storm Sewer Hydraulics		\$37.79	57	\$2,154	\$3,403	\$0	\$0	\$611	\$6,168
54	Storm Sewer Details		\$33.75	48	\$1,620	\$2,560	\$0	\$0	\$460	\$4,640
55	Utility Coordination		\$37.00	15	\$555	\$877	\$0	\$0	\$158	\$1,590
56	Open House Public Involvement Meeting		\$41.19	27	\$1,112	\$1,757	\$0	\$0	\$316	\$3,185
57	Sanitary Sewer Details		\$34.67	36	\$1,248	\$1,972	\$0	\$0	\$354	\$3,574
58	Waterwork		\$35.04	50	\$1,752	\$2,768	\$0	\$0	\$497	\$5,017
59	Limited MOT Notes and Details		\$33.75	16	\$540	\$853	\$0	\$0	\$153	\$1,546
60	General Notes		\$33.83	6	\$203	\$321	\$0	\$0	\$58	\$582
61	General Summary, Calculations		\$36.50	24	\$876	\$1,384	\$0	\$0	\$249	\$2,509
62	Construction Cost Estimate		\$42.00	12	\$504	\$796	\$0	\$0	\$143	\$1,443
63	Coordination with City		\$38.84	19	\$738	\$1,166	\$0	\$0	\$209	\$2,113
64	Review Submission & Revisions		\$36.23	26	\$942	\$1,488	\$0	\$0	\$267	\$2,697
65	Final Tracing Submission/ Electronic Files		\$35.65	84	\$2,995	\$4,732	\$0	\$0	\$850	\$8,577
66	Pre-Bid		\$50.00	14	\$700	\$1,106	\$0	\$0	\$199	\$2,005
67										
68										
69	Roadway Plans	Subtotal	\$36.69	512	\$18,784	\$29,677	\$240	\$7,915	\$5,331	\$61,947
70			Avg. Rate							
71										
72										
73	Phase 2 - Final Design Contract Plans									
74		Total	\$36.69	512	\$18,784	\$29,677	\$240	\$7,915	\$5,331	\$61,947
75			Avg. Rate							
76										
77										
78										
79	MAXIMUM ALL PARTS OF PROJECT		\$31.92	853	\$27,224	\$43,014	\$965	\$7,915	\$7,727	\$86,845
80			Avg. Rate							

	A	B	C	D	E	F	G	H
1	DETAILED BREAKDOWN OF PROPOSED TOTAL HOURS,							
2	PERSONNEL CATEGORIES, AND LABOR RATES							
3								
4	C/R/S :	-Gartland Avenue Roadway Improvement			HOURLY RATES		2016	
5					<u>Personnel Category</u>		<u>Salary Rate</u>	
6	PID NO.:				Principal		\$66.10	
7					Engineer		\$42.00	
8	CONSULTANT:	Richland Engineering Limited			Draft/Tech		\$25.50	
9					Surveyor		\$20.80	
10	DATE:	March 2, 2017						
11								
12		HOURS BY PERSONNEL CATEGORY						
13	Task				Draft/		Total	Labor
14	Description		Principal	Engineer	Tech	Surveyor	Hours	Costs
15	Phase I - Field Survey and Base Mapping							
16	Field Survey (2 person crew)							
17	Research and Data Collection		0	4	4	0	8	\$270
18	Iron Pin & Property Lines/Property Owner Letters		0	4	4	20	28	\$686
19	Existing/Proposed Control		0	2	0	16	18	\$417
20	Topo Identification/Soil Boring Locations		0	0	0	44	44	\$915
21	Cross Sections - Gartland Avenue - 75' Int.		0	0	0	28	28	\$582
22	Cross Sections - Sideroads		0	0	0	12	12	\$250
23	Sanitary/Drainage Survey/Represent. Owner svc		4	16	16	80	116	\$3,008
24	Locate Utilities		0	0	6	20	26	\$569
25	Bench Marks		0	2	0	12	14	\$334
26	Abandoned West Jefferson Street Profile (500'+/-)		0	0	0	8	8	\$166
27	Download Data, Computer File		0	4	0	0	4	\$168
28	Survey Calculations & C/L Location		0	8	12	0	20	\$642
29	Field Survey (2 person crew)	Subtotal	4	40	42	240	326	\$8,007
30								
31								
32	Computer Aided Drafting							
33	Base Map		0	0	1	0	1	\$26
34	Develop Existing Plan & Contours		0	1	4	0	5	\$144
35	Add Utilities, Water, Sewer		0	1	4	0	5	\$144
36	Develop Existing Cross Sections		0	1	3	0	4	\$119
37	Computer Aided Drafting	Subtotal	0	3	12	0	15	\$433
38								
39								
40	Phase I - Field Survey and Base Mapping							
41		Total	4	43	54	240	341	\$8,440
42								
43								

	A	B	C	D	E	F	G	H
1	DETAILED BREAKDOWN OF PROPOSED TOTAL HOURS,							
2	PERSONNEL CATEGORIES, AND LABOR RATES							
3								
4	C/R/S :	-Gartland Avenue Roadway Improve	HOURLY RATES			2016		
5			Personnel Category			Salary Rate		
6	PID NO.:		Principal			\$66.10		
7			Engineer			\$42.00		
8	CONSULTANT:	Richland Engineering Limited	Draft/Tech			\$25.50		
9			Surveyor			\$20.80		
10	DATE:	March 2, 2017						
11								
12			HOURS BY PERSONNEL CATEGORY					
13	Task				Draft/		Total	Labor
14	Description		Principal	Engineer	Tech	Surveyor	Hours	Costs
44	Phase 2 - Final Design Contract Plans							
45	Roadway Plans							
46	Site Visit		0	6	0	0	6	\$252
47	Title Sheet		0	1	1	0	2	\$68
48	Geotechnical Investigation		2	3	1	0	6	\$284
49	Typical Sections		0	4	6	0	10	\$321
50	Preliminary Design		2	12	8	0	22	\$840
51	Plan & Profile (5 sheets)		0	16	16	0	32	\$1,080
52								
53	Limited Storm Sewer Hydraulics		1	40	16	0	57	\$2,154
54	Storm Sewer Details		0	24	24	0	48	\$1,620
55	Utility Coordination		1	8	6	0	15	\$555
56	Open House Public Involvement Meeting		8	6	13	0	27	\$1,112
57	Sanitary Sewer Details		0	20	16	0	36	\$1,248
58	Waterwork		2	24	24	0	50	\$1,752
59	Limited MOT Notes and Details		0	8	8	0	16	\$540
60	General Notes		0	3	3	0	6	\$203
61	General Summary, Calculations		0	16	8	0	24	\$876
62	Construction Cost Estimate		0	12	0	0	12	\$504
63	Coordination with City		3	8	8	0	19	\$738
64	Review Submission & Revisions		2	12	12	0	26	\$942
65	Final Tracing Submission/ Electronic Files		8	32	44	0	84	\$2,995
66	Pre-Bid		6	6	2	0	14	\$700
67								
68								
69	Roadway Plans	Subtotal	35	261	216	0	512	\$18,784
70								
71								
72								
73	Phase 2 - Final Design Contract Plans							
74		Total	35	261	216	0	512	\$18,784
75								
76								
77								
78								
79	MAXIMUM ALL PARTS OF PROJECT		39	304	270	240	853	\$27,224
80								

	A	B	C
1	DETAILED BREAKDOWN OF DIRECT COSTS		
2			
3			
4	C/R/S :	~Garland Avenue Roadway Improvements	
5			
6	PID NO.:		
7			
8	CONSULTANT:	Richland Engineering Limited	
9			
10	DATE:	March 2, 2017	
11			
12		<u>DIRECT COSTS</u>	
13			
14			
15			
16			
17	Field Survey (2 person crew)		
18	<u>Mileage</u>		
19	To/From Site	120 miles/trip * 10 trips * \$0.5/mile =	\$600
20	On Site	5 miles/day * 10 days * \$0.5/mile =	\$25
21	<u>Total Mileage</u>		\$625
22			
23	<u>Consumables</u>	Hubs, lath, paint, rebar,	\$100
24			
25	Field Survey (2 person crew)	Total	\$725
26			
27	Roadway Plans		
28	<u>Mileage</u>		
29	Site Visit	120 miles/trip * 2 trips * \$0.5/mile =	\$120
30	Project Meeting	120 miles/trip * 2 trips * \$0.5/mile =	\$120
31			
32			
33	Roadway Plans	Total	\$240
34			
35			
36			
37			
38			
39			
40			
41			
42			
43			
44			

PROJECT NARRATIVE

City of Sandusky
ERI-Gartland Avenue
Roadway Improvements
Richland Engineering Limited

Project Description

The project will include development and preparation of construction contract plans for Gartland Avenue roadway improvements from West Monroe Street to Huron Street/Jefferson Street to return the roadway to a serviceable condition in the City of Sandusky. The proposed work will furnish engineering and surveying services to prepare construction contract plans for the improvements. The work is planned within the existing roadway right of way.

The City of Sandusky anticipates utilizing local funding only to construct the proposed improvements. The roadway design and plans will be prepared in general accordance with City Standards. The project will include roadway reconstruction of approximately 800 feet of Gartland Avenue from West Monroe Street to Huron Street/Jefferson Street. The Gartland Avenue roadway horizontal and vertical alignment will be the same as the existing alignment and profile grade. The proposed storm sewer separation improvements will outlet into existing drainage structures located near the West Monroe Street intersection and the Jefferson Street/Huron Street. Water work and sanitary work will be included in the plans.

No new roadway right of way is anticipated for the proposed improvements. No right of way plan preparation is included in the fee proposal. No Right of Way acquisition services are included in the proposal. No environmental studies/permitting is included in the proposal. Geotechnical investigation by TTL Associates, Inc. (see attached proposal) is included in the proposal.

Local funds are anticipated to be used for construction. The project is being administered by the City and no other agency review will be required. It is anticipated that the City will bid and award the construction project. It is anticipated that the City will review the plans, specifications, and engineers estimate. The work is to be performed in phases and parts as authorized by the City, and as described below:

Scope of Work

Phase 1 – Field Survey and Base Mapping consists of furnishing field survey work of the existing condition; establishing the existing right of way, and the preparation of base mapping to utilize for plan preparation. Field survey work will establish horizontal and vertical control points; and locate the existing roadway right of way of Gartland Avenue. Field survey work will cover about 1,000 feet from West Monroe Street to Jefferson Street/Huron Street including roadway and property monuments; existing Gartland Avenue cross sections; drainage survey; contours; OUPS delineated utility locations; topographic features including outline of trees, signs, water work appurtenances,

sanitary sewer appurtenances; house numbers; and private drive locations. Limited existing ground profile (approximately 500 +/- feet) will be obtained along the abandoned West Jefferson Street right of way to evaluate for potential outfall sewer installation. Reference points and benchmarks will be established. Information regarding the existing sanitary sewer lateral locations/condition/connections; water services; and the existing storm sewer system will be obtained from the City. Right of way entry letters will be prepared and provided to the City to mail to the adjacent property owners. A questionnaire will be developed and sent to each of the property owners requesting information about their existing basement drains, downspout outlets, and current basement sanitary fixtures. This information will be compiled and provided to the field survey crews to discuss with the property owner when they are on-site attempting to obtain the property owner basement floor elevations. The field survey basemap will be supplemented with information from the City GIS information, statewide aerial mapping, and available parcel information from Erie County. No tree clearing will be performed to obtain the field survey data. No subsurface utility engineering (SUE) work is included.

Existing utilities in the area of the project will be shown on the plans as identified by utility owners.

Phase 2 - Final Design Contract Plans consists of coordination with the City; design, contract plans, and specifications for Gartland Avenue pavement replacement with full depth asphalt concrete pavement with curb and gutter, sidewalk as requested by the City; Geotechnical Investigation by TTL Associates, Inc.; and open house public involvement meeting. The construction contract plan work includes preparation of detailed plans and estimated quantities for maintaining traffic, roadway, pavement, drainage, erosion control, and traffic control.

Plans include title sheet; line, grade and typical section for Gartland Avenue; sanitary sewer; water work; and storm sewer. The proposed roadway design elements will be verified for compliance to normal City design criteria.

The proposed roadway horizontal alignment will be the same as the existing horizontal alignment. The proposed roadway vertical alignment for Gartland Avenue will be similar to the existing profile grade. No roadway cross sections will be developed or included in the plans. The proposed storm sewer will generally follow a similar grade as the existing combined sewer.

The proposed Gartland Avenue storm sewer will initially be evaluated in accordance with the ODOT hydraulic design guidelines through the project location. It is anticipated the existing outlet structure and existing conduit size and slope at West Monroe Street and at Jefferson Street/Huron Street will need to be considered for the determination of the proposed storm sewer design. No extensive watershed analysis will be performed. This storm sewer evaluation data will be compiled and reviewed with the City to determine the size of the proposed storm sewer conduit installed for the sewer separation. An open cut with phased construction installation option will be considered. No detailed hydraulic analysis of the upstream or downstream storm sewer system or sanitary sewer system will be performed due to the limited scope of the sewer separation project. No PCSWM analysis, design, or implementation is included in the fee proposal. No detention analysis, design, or implementation is included in the fee proposal.

Maintenance of traffic during construction will be evaluated for staged part width phased construction will be evaluated. Limited MOT notes and limited MOT details referencing the ODOT Standard Construction Drawings will be included in the plans.

A new 8" waterline will be constructed. No other utility relocation plans will be provided and is not included in the proposal. Early utility coordination will be conducted and documented. The proposed improvements will need to consider potential impacts to utilities especially the sanitary sewers, water lines, and gas lines. Overhead utility lines, poles, and street lights may need to be relocated by others to construct the improvements.

The proposed improvement work will be developed to be constructed inside the existing roadway right of way. Private right of way encroachments in the existing right of way will be identified in the area of the improvements for the City to obtain removal of the items from the existing right of way. No proposed right of way plan development is included in the fee proposal. No Right of Way acquisition services is included in the proposal.

The open house public involvement meeting with residents will be arranged by the City. One Richland Engineering Limited staff member will be present at the meeting. The plans for the project will be displayed for the public to view the proposed improvements.

The plan format will be based on general accepted plan preparation practices. Plans will be prepared in English measurements at appropriate scales to delineate the proposed work. Plans will be prepared using computer aided drafting (using ODOT standard levels/symbology).

A final set of plans depicting the proposed work and an opinion of probable construction cost will be provided to the City for review. No preparation of a design exception document is anticipated and is not included in the proposal.

No environmental permit preparation, environmental permitting, or environmental studies is included in the proposal. Submittal and review fees will be the responsibility of the City.

Information will be submitted to City for use in preparing an OEPA Notice of Intent (NOI).

Final construction contract plans (hard copy and electronic adobe acrobat files) and a final opinion of probable construction cost will be submitted to the City to advertise and receive construction bids. The electronic cad files using the City electronic file submission information as a guide will be coordinated and provided to the City for the conversion to ArcMap by City personnel. REL will assist the City with prebid questions. A complete final plan set will be sent to the utilities within the project area prior to the PS&E submission. No construction services or construction surveying is included in the proposal.

Subconsultant

Geotechnical Investigation – TTL Associates, Inc.

Engineering Fee

Phase 1 – Field Survey and Base Mapping - A Total Lump Sum Fee of \$24,898.00.

Phase 2 - Final Design Contract Plans - A Total Lump Sum Fee of \$61,947.00.

The maximum proposed fee for all parts of development is \$86,845.00.

Contractor and Consultant Data Submission Standards

Proposed Submission Standards

Coordinate systems

Coordinate systems should be included in any data submission involving a specific location on the Earth's surface. All geospatial files should be drawn and submitted in the following coordinate systems:

Projected Coordinate System: NAD_1983_StatePlane_Ohio_North_FIPS_3401_Feet

Projection: Lambert_Conformal_Conic

False_Easting: 1968500.00000000

False_Northing: 0.00000000

Central_Meridian: -82.50000000

Standard_Parallel_1: 40.43333333

Standard_Parallel_2: 41.70000000

Latitude_Of_Origin: 39.66666667

Linear Unit: Foot_US

Vertical Datum: NAVD '88 (NA2011 Adjustment)

Geographic Coordinate System: GCS_North_American_1983

Datum: D_North_American_1983

Prime Meridian: Greenwich

Angular Unit: Degree

No data set should be submitted without a coordinate system reference. If at all possible the grid points are preferable to ground in all cases where digital data submission is involved. Other coordinate systems like WGS are acceptable but are not preferred.

Symbology

A standardized set of symbols including line weights and colors should be proposed and adhered to for the City of Sandusky. Specific symbology should be agreed upon amongst engineering, water and sewer departments.

Accepted Forms

Acceptable forms of data submission in addition to paper copies are .dwg, shapefiles, layers, file geodatabases and feature classes as well as .mxd. All supporting files must be included in the submission for the data to be displayed properly. Metadata is strongly encouraged.

Versions of AutoCAD, Civil 3D and ArcMap used by consultants and contractors shall not be more than two versions behind the current version of the software used by the city.

Conversion between AutoCAD & Civil 3D and ArcMap

In the case that the consultant or contractor will provide only the AutoCAD files and not ArcMap files the following guidelines should be followed by the CAD operator to ensure the complete transfer of data from AutoCAD to ArcMap:

- Create all data elements in Model Space
- Add layout elements in Layout (paper) Space, not in model space.
- Do not add viewports to Model Space
- Use underscores instead of spaces in the file name
- Remove any rotation that has been applied to the drawing before saving
- Include a meta data file documenting what units were used to create the data, and what scale factor was applied (if any)
- Detach references from the file. These will not draw or convert in ArcMap and will extort the spatial extent of the data.

In addition to the above from Microstation to ArcMap:

- The seed file used as a template to create the new DGN file must not contain features.
- When using Microstation v8, Compress the DGN file in Microstation or the data will not draw or convert in ArcMap



1915 North 12th Street
Toledo, OH 43604-5305
T 419-324-2222
F 419-241-1808
www.ttlassoc.com

November 23, 2016

Proposal No. 14923.01R

Mr. Patrick R. Schwan, P.E.
Richland Engineering Limited
29 North Park Street
Mansfield, Ohio 44902-1769

**Geotechnical Subsurface Exploration
ERI-Gartland Avenue Roadway Reconstruction
Sandusky, Erie County, Ohio**

Dear Mr. Schwan:

TTL Associates, Inc. (TTL) is submitting this proposal to Richland Engineering Limited (REL) to perform a geotechnical subsurface exploration for the referenced project.

Our geotechnical drilling services will be performed in accordance with ODOT requirements and guidelines of "Specifications for Geotechnical Explorations" (SGE, 2016). Tasks for this subsurface exploration will include reconnaissance and planning, drilling and sampling of test borings (including traffic control), laboratory testing of soil samples, and preparation of a geotechnical report for evaluation of the subgrade for the existing roadway and proposed roadway widening. We understand that ODOT soil profile sheets will also be required for this project.

Our scope of services and associated pricing is based on a Request for Proposal (RFP) sent via email from you to Mr. Chett Siefring of TTL on November 11, 2016, as well as a telephone conversation between you and Ms. Katherine Chulski of TTL on November 16, 2016.

It was indicated that an approximately 850-foot length of roadway identified as Gartland Avenue located in the City of Sandusky, Erie County, ~~Michigan~~ will be reconstructed. In addition, existing underground utilities will be replaced. The proposed roadway typical section consists of two 12± feet travel lanes with curb and gutter, and sidewalk on the west and east side of the roadway. The existing right of way varies from a minimum of approximately 25 feet left and right of the roadway centerline.

The following information outlines the proposed scope of work.

Field Exploration

1. Reconnaissance and planning, but **not** including an ODOT Geotechnical Red Flag Study.
2. TTL will locate the borings in the field. TTL will also notify OUPS prior to commencing with drilling operations. We understand that an REL survey crew will obtain elevations of the as-drilled borehole locations, for inclusion on the test boring logs.
3. For this investigation, we propose performing three (3) borings through the existing pavement. The existing pavement section is presumed to be no greater than 12 inches thick, excluding ODOT Item 304 aggregate base or similar crushed stone base course. The borings will be extended to a depth of 10 feet below existing grades.
4. These borings will be performed as ODOT Type A borings, and will be sampled continuously to a depth of 6 feet, and extended to a depth of 10 feet at 2.5-foot intervals thereafter, with samples obtained by drive sample methods with a split-spoon and Standard Penetration Tests.
5. Since the roadway includes only two lanes, one each for both northbound and southbound traffic, performance of the borings will require a lane closure. We have budgeted for traffic control in general accordance with Manual of Uniform Traffic Control Devices Typical Application No. TA-11. TTL will furnish and set-up signs, cones, and an arrowboard during performance of the borings.

Laboratory Testing

Based on the exploration program outlined above, we estimate that a total of 15 soil samples will be obtained. The proposed laboratory testing program is as follows:

1. All samples will be visually classified and tested for moisture content.
2. Complete mechanical classifications with Atterberg limits and particle size analyses with hydrometer will be performed on eight (8) samples, two per boring in accordance with ODOT Geotechnical Bulletin GB-1 criteria.
3. Sulfate content testing (TEX-145-E) will be performed on four (4) samples, one from the upper 3 feet of subgrade in each of the pavement borings.

Report

1. ODOT-format boring logs will be completed for each boring, along with an accompanying boring location plan. Boring logs of the driller's field logs will be prepared utilizing gINT geotechnical software and the ODOT boring log template, including SPT hammer calibration data.
2. A summary of investigative procedures and findings.
3. A summary of laboratory test results.
4. Evaluations and recommendations, prepared under the direction of a licensed professional engineer, for the following:
 - A recommended design subgrade CBR based on the results of the soil borings and laboratory testing.
 - General evaluation of soil stabilization requirements, including a GB-1 analysis spreadsheet.

5. ODOT geotechnical plan sheets for a Soil Profile Exploration that will include a cover sheet, tabulation of test data sheets, and plan-and-profile sheets along the Gartland Avenue alignment. We understand that the plan-and-profile base drawing information will be furnished by ODOT, and that this work may occur a few months after completion of the initial field and laboratory work.

Schedule

We anticipate the field work will require one drilling day, assuming that there are no restricted hours that would limit field work. Based on our current drilling schedule, we estimate that the field work could be performed within approximately three weeks of notification to proceed with the drilling operations. We anticipate that the laboratory testing and report would be completed for submittal within approximately two weeks of completion of the field work. The ODOT Soil Profile Exploration sheets would follow after receipt of the plan-and-profile base drawings.

Attached is our ODOT-format cost plus net fee proposal to perform the services indicated above, using the current Geotechnical Proposal-Invoice forms. We understand that this work will be authorized with an REL Subcontract Agreement.

The undersigned proposes to furnish all services, tools, labor, materials, supplies, equipment, machinery, facilities, transportation, deliveries, and incidentals necessary for the performance of all the work in accordance with plans, specifications, and other agreement documents, and all addenda thereto for a net fee of **\$402.00** with an estimated total fee of **\$7,915.00**.

If you have any questions concerning this proposal or our scope of services, please contact us.

Respectfully submitted,

TTL Associates, Inc.



Katherine Chulski, P.E.
Geotechnical Engineer



Curtis E. Roupe, P.E.
Vice President

Attachments: ODOT Proposal for the Geotechnical Exploration: ERI-Gartland Avenue

T:\Geotech\Projects 2016\14923.01\...Proposal\14923.01 TTL Geotech Proposal ERI-Gartland Avenue Sandusky OH.doc





OHIO DEPARTMENT OF TRANSPORTATION

OFFICE OF GEOTECHNICAL ENGINEERING

**PROPOSAL
for the
GEOTECHNICAL EXPLORATION**

ERI-Gartland Avenue

**Roadway Reconstruction
Sandusky, Erie County, Ohio**

TTL Associates, Inc.

Prepared By: **Curtis E. Roupe, P.E.**

Date prepared: **November 16, 2016**

**Curtis E. Roupe, P.E.
1915 N. 12th Street
Toledo, Ohio 43604**

**419-324-2222
ciott@tlassoc.com**

COST SUMMARY									
C/R/S : ERI-Gartland Avenue									
Overhead Percentage = 199.18%									
PID NO.: ---									
ODOT Statewide Percentage for Net Fee = 151.58%									
CONSULTANT: TTL Associates, Inc.									
Net Fee Percentage = 11.00%									
DATE: November 16, 2016									
Cost of Money = 0.96%									
Task	Hourly Rate	Total Hours	Direct Labor Costs	Overhead Costs	Cost of Money	Other Direct Costs	Subcon. Costs	Net Fee	Total Cost
RECONNAISSANCE AND PLANNING									
Office Reconnaissance	\$36.50	4	\$146	\$291	\$1			\$40	\$478
Field Reconnaissance	\$34.00	4	\$136	\$271	\$1			\$38	\$446
Exploration Plan	\$34.00	1	\$34	\$68	\$0	\$62	\$0	\$9	\$173
Subtotal	\$35.11	9	\$316	\$630	\$2	\$62	\$0	\$87	\$1,097
Avg. Rate									
FIELD COORDINATION									
Field Coordination	\$0.00	0	\$0	\$0	\$0	\$0		\$0	\$0
Logging (if drilling is subcontracted)	\$0.00	0	\$0	\$0	\$0	\$0		\$0	\$0
Subtotal	\$0.00	0	\$0	\$0	\$0	\$0		\$0	\$0
Avg. Rate									
FIELD EXPLORATION									
Subtotal							\$0		\$1,686
LABORATORY TESTING									
Subtotal							\$0		\$1,401
GEOTECHNICAL EXPLORATION REPORT									
Subgrade and Roadway	\$29.95	38	\$1,138	\$2,267	\$11	\$0	\$0	\$315	\$3,731
Bridge	\$0.00	0	\$0	\$0	\$0		\$0	\$0	\$0
Other Structures (describe)	\$0.00	0	\$0	\$0	\$0		\$0	\$0	\$0
Geohazard (Landslide Exploration)	\$0.00	0	\$0	\$0	\$0		\$0	\$0	\$0
Subtotal	\$29.95	38	\$1,138	\$2,267	\$11	\$0	\$0	\$315	\$3,731
Avg. Rate									
GRAND TOTAL ALL PARTS									
Total	\$30.94	47	\$1,454	\$2,897	\$13	\$62	\$0	\$402	\$7,915
Avg. Rate									

GEOTECHNICAL EXPLORATION PROPOSAL

C/R/S : ERI-Gartland Avenue

PID NO.:

CONSULTANT:

TTL Associates, Inc.

DATE:

November 16, 2016

LABOR HOURS

HOURLY RATES

Personnel Category

Manager, P.E.

Project Engineer, P.E.

Staff Engineer

CADD Technician

Field Supervisor

Technician

Geologist

Secretary

Salary Rate

\$62.00

\$41.00

\$34.00

\$21.22

\$37.00

\$21.00

\$26.00

\$18.00

HOURS BY PERSONNEL CATEGORY

Task	Manager	Project Engineer	Staff Engineer	CADD Technician	Field Supervisor	Technician	Geologist	Secretary	Total Hours	Labor Costs
RECONNAISSANCE AND PLANNING										
Office Reconnaissance	0	1	2	0	1	0	0	0	4	\$146
Field Reconnaissance	0	0	4	0	0	0	0	0	4	\$136
Exploration Plan	0	0	1	0	0	0	0	0	1	\$34
Subtotal	0	1	7	0	1	0	0	0	9	\$316
FIELD COORDINATION										
Field Coordination	0	0	0	0	0	0	0	0	0	\$0
Logging (if drilling is subcontracted)	0	0	0	0	0	0	0	0	0	\$0
Subtotal	0	0	0	0	0	0	0	0	0	\$0
GEOTECHNICAL EXPLORATION REPORT										
Subgrade and Roadway	0	4	20	12	0	1	0	1	38	\$1,138
Bridge	0	0	0	0	0	0	0	0	0	\$0
Other Structures (describe)	0	0	0	0	0	0	0	0	0	\$0
Geohazard (Landslide Exploration)	0	0	0	0	0	0	0	0	0	\$0
Subtotal	0	4	20	12	0	1	0	1	38	\$1,138
Total	0	5	27	12	1	1	0	1	47	\$1,454

LABOR TOTAL ALL PARTS

GEOTECHNICAL EXPLORATION PROPOSAL		FIELD EXPLORATION	
C/R/S :	ERI-Gartland Avenue		
PID NO. :	---		
CONSULTANT:	TTL Associates, Inc.		
DATE:	November 16, 2016		
Task	Quantity	Unit	Unit Cost Cost
Mobilization/Demobilization	1 lump		\$600.00 \$600
		Subtotal	\$600
Traffic Maintenance	Describe each traffic control set-up, as referenced in the Ohio Manual of Uniform Traffic Control Devices, by the Typical Application No. Includes all flaggers, law enforcement, per diem, mileage, and equipment and personnel to set-up, maintain, and tear down traffic control zones		
Typical Application No.	TA-10	1 days	\$100.00 \$100
Typical Application No.		days	\$0
Railroad Traffic Control		days	\$0
		Subtotal	\$100
Subsurface Exploration	Includes all necessary equipment, materials, and personnel to move equipment and crew between borings, set-up, drill, sample, supply water, perform visual descriptions of rock samples, prepare field logs, backfill borehole, and contain, preserve and transport samples. All drilling footage measured from the ground surface or the bottom of the body of water, as applicable.		
Hand Sampling			
Method Description		feet	\$0
Method Description		feet	\$0
Method Description		each	\$0
Test Pits			
Includes all equipment and personnel to excavate, sample, log and backfill test pit			
Pavement/Bridge Deck Coring			
Includes all equipment, personnel, and material to core and patch pavement/bridge deck and either handle or dispose of core			
Core Diameter	4 in.	1 each	\$110.00 \$110
Core Diameter		in.	\$0
Core Diameter		each	\$0
Truck/ATV/Trailer Mounted Rotary Drilling			
Includes all methods of rotary drilling on land, except skid rig			
Number of Drill Rig Days	1 days		
Total Soil Footage (ft)	30	30 ft/day	
Total Rock Footage (ft)	0	0 ft/day	
No Sampling	0 feet		\$15.00 \$0
5-ft SPT	0 feet		\$19.00 \$0
2.5-ft SPT	12 feet		\$25.00 \$300
Continuous SPT	18 feet		\$32.00 \$576
Undisturbed Samples	0 each		\$95.00 \$0
Rock Coring	0 feet		\$62.00 \$0
Permanent Borehole Sealing	0 feet		\$7.00 \$0
Skid Drilling			
Includes press, preservation, transport, and extraction, minimum 50% recovery			
Number of Drill Rig Days	days		
Total Soil Footage (ft)	0	0 ft/day	
Total Rock Footage (ft)	0	0 ft/day	
No Sampling	feet		\$0
5-ft SPT	feet		\$0
2.5-ft SPT	feet		\$0
Continuous SPT	feet		\$0
Undisturbed Samples	each		\$0
Rock Coring	feet		\$0
Permanent Borehole Sealing	feet		\$0
Barge Drilling			
Includes press, preservation, transport, and extraction, minimum 50% recovery			
Number of Drill Rig Days	days		
Total Soil Footage (ft)	0	0 ft/day	
Total Rock Footage (ft)	0	0 ft/day	
5-ft SPT	feet		\$0
2.5-ft SPT	feet		\$0
Continuous SPT	feet		\$0
Undisturbed Samples	each		\$0
Rock Coring	feet		\$0
Permanent Borehole Sealing	feet		\$0
Barge	days		\$0
Includes all costs associated with barge drilling access (permits, spuds, safety equipment, boats, tugs, etc.)			
Other Exploratory Methods			
CPT, DCP, Geophysical, etc. Propose a daily rate to include all costs associated with performing the described exploratory method.			
Method Description		days	\$0
Method Description		days	\$0
In-situ Testing			
Test:		days	\$0
Test:		days	\$0
Test:		days	\$0
Installation/Reading of Geotechnical Instruments			
Excludes cost of drilling - present above. Includes all material and labor for installation			
Open Standpipe Piezometer	feet		\$0
Monitoring Well	feet		\$0
Inclinometer	feet		\$0
Misc (describe)			
	each		\$0
Instrument Readings	trips		\$0
Includes all equipment, material, labor, travel, per diem, calibration, and data reduction			
		Subtotal	\$986
Direct Costs			
Drill Crew Meals and Lodging			\$0
Other (describe)			\$0
		Subtotal	\$0
FIELD EXPLORATION TOTAL ALL PARTS		Total	\$1,686

GEOTECHNICAL EXPLORATION PROPOSAL LABORATORY TESTING

C/R/S : ERI-Garland Avenue

PID NO. : ---

CONSULTANT: TTL Associates, Inc.

DATE: November 16, 2016

Test	Test Method		Quantity	Unit	Unit Cost	Cost	Remarks
	AASHTO	ASTM					
Soil Testing							
Complete Classification	Multiple	Multiple	6 each		\$160	\$960	Includes Visual Description per SGE Section 602, T265, T88, T89, T90
Water Content Test and Visual Description	T265	D2216	12 each		\$12	\$144	Visual Description per SGE Section 602
Particle Size Analysis - Sieve Only	T88	D422	0 each		\$57	\$0	As modified per SGE Section 603.3
Particle Size Analysis - Sieve and 2-hour Hydrometer	T88	D422	0 each		\$88	\$0	As modified per SGE Section 603.3
Liquid Limit Test	T89	D4318	0 each		\$40	\$0	As modified per SGE Section 603.3
Plastic Limit Test	T90	D4318	0 each		\$37	\$0	As modified per SGE Section 603.3
Organic Content by Loss on Ignition	T267	D2974	0 each		\$50	\$0	
Soil Unconfined Compression Test	T208	D2166	0 each		\$78	\$0	
Unconsolidated-Undrained Triaxial Compression Test	T296	D2850	0 1 point		\$183	\$0	
Consolidated-Undrained Triaxial Compression Test (with pore pressure measurement)	T297	D4767	0 3 points		\$930	\$0	
One-Dimensional Consolidation Test	T216	D2435	0 each		\$500	\$0	
Specific Gravity Test	T100	D854	0 each		\$63	\$0	
Direct Shear Test	T236	D3080	0 3 points		\$510	\$0	
Sulfate Content in Soils, Colorimetric Method	ODOT S1122	NA	3 each		\$99	\$297	
Soil Unconfined Compression Test - Split Spoon	T208	D2166	0 each		\$26	\$0	Utilized for strength index test for glacial till soils too stiff for Shelby tubes
Misc. (identify test)			0			\$0	Identify the test and test method for any tests not listed above

Rock Testing							
Unconfined Compressive Strength of Intact Rock Core Specimen	NA	D7012, Method C	0 each		\$96	\$0	
Slake Durability of Shales and Similar Weak Rocks	NA	D4644	0 each		\$222	\$0	
Determination of the Point Load Strength Index of Rock	NA	D5731	0 each		\$64	\$0	
Elastic Moduli of Intact Rock Core Specimens in Uniaxial Compression	NA	D7012, Method D	0 each		\$228	\$0	
Misc. (identify test)			0			\$0	Identify the test and test method for any tests not listed above
Misc. (identify test)			0			\$0	Identify the test and test method for any tests not listed above
Misc. (identify test)			0			\$0	Identify the test and test method for any tests not listed above
Subtotal						\$0	

LABORATORY TESTING TOTAL ALL PARTS

Total \$1,401

GEOTECHNICAL EXPLORATION PROPOSAL**DIRECT COSTS**

C/R/S : ERI-Gartland Avenue

PID NO.: ---

CONSULTANT: TTL Associates, Inc.

DATE: November 16, 2016

Task	Quantity	Unit	Unit Cost	Cost
RECONNAISSANCE AND PLANNING				
Mileage	104	mile	\$0.52	\$54.08
Tolls	1	fare	\$7.50	\$7.50
(describe)	0		\$0.00	\$0.00
Subtotal				\$61.58
FIELD COORDINATION				
Field Coordination				
Meals and Lodging	0	day	\$0.00	\$0.00
Mileage	0	mile	\$0.52	\$0.00
Permits	0	each	\$0.00	\$0.00
Dozer and Operator (site access and restoration)	0	hour	\$0.00	\$0.00
Site Restoration (not including Dozer)	0	site	\$0.00	\$0.00
Railroad Permits	0	each	\$0.00	\$0.00
Other (describe)	0		\$0.00	\$0.00
Other (describe)	0		\$0.00	\$0.00
Subtotal				\$0.00
Logging (If drilling is subcontracted)				
Meals and Lodging	0	day	\$0.00	\$0.00
Mileage	0	mile	\$0.52	\$0.00
Other (describe)	0		\$0.00	\$0.00
Subtotal				\$0.00
Subtotal				\$0.00
GEOTECHNICAL EXPLORATION REPORT				
(describe)	0		\$0.00	\$0.00
(describe)	0		\$0.00	\$0.00
Subtotal				\$0.00
DIRECT COSTS TOTAL ALL PARTS			Total	\$61.58



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: Jane E. Cullen, P.E.

Date: February 28, 2017

Subject: **Commission Agenda Item – Permission to Bid Lincoln Street Water and Sewer Replacement Project**

ITEM FOR CONSIDERATION: Requesting legislation authorizing the City to accept bids for the **Lincoln Street Water and Sewer Replacement Project** from Shelby Street to Pearl Street

BACKGROUND INFORMATION: The existing waterline on Lincoln Street is currently a four inch line that has experienced several main breaks over the last few years. The proposed work will involve replacing the existing four inch from Shelby Street to Pearl Street with a new 8" waterline. The current 10 State Standards recommend the minimum size of distribution lines to be six inch. The water services will be replaced from the new waterline to the meter pits.

The existing sewer line on Lincoln Street is currently a six inch VIT (vitrified clay pipe) line that is in poor condition along with the existing brick manholes. Both the sewer lines and manholes require replacement with a new 8" sewer line and precast manhole structures. The sewer lateral services will be reconnected to the new sewer line.

Once the underground utility work is completed, concrete sidewalks, curbs and curb ramps will be removed and replaced as needed. The street will then be milled and resurfaced with 2.5 inches of asphalt pavement.

BUDGETARY INFORMATION: The estimated cost of the project, including engineering, inspection, advertising, and miscellaneous costs is \$175,000.00 and will be paid with Water Funds in the amount of \$125,000.00 and Sewer Funds in the amount of \$50,000.00.

ACTION REQUESTED: It is recommended that the proposed Bid Lincoln Street Water and Sewer 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 bid the project, receive competitive prices and to complete the project in this year's construction season.

I concur with this recommendation:

Eric Wobser
City Manager

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

RESOLUTION NO. _____

A RESOLUTION DECLARING THE NECESSITY FOR THE CITY TO PROCEED WITH THE PROPOSED LINCOLN STREET WATER AND SEWER REPLACEMENT PROJECT; APPROVING THE SPECIFICATIONS AND ENGINEER'S ESTIMATE OF COST THEREOF; AND DIRECTING THE CITY MANAGER TO ADVERTISE FOR AND RECEIVE BIDS IN RELATION THERETO; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the proposed Lincoln Street Water and Sewer Replacement Project involves the replacement of the existing four (4) inch waterline on Lincoln Street, from Shelby Street to Pearl Street, which has experienced several main breaks over the last few years, with new eight (8) inch waterline, and the project also includes replacement of manholes; and

WHEREAS, the total estimated cost for this project including engineering, inspection, advertising and miscellaneous expenses is \$175,000.00 and will be paid with Water Funds in the amount of \$125,000.00 and Sewer Funds in the amount of \$50,000.00; 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 bid and award the project and to complete the project within the 2017 construction season; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Department of 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 specifications and estimates of cost as prepared by the Director of Public Works and submitted to this City Commission, and which are now on file in the offices of the Director of Public Works and the Clerk of the City Commission, for the proposed Lincoln Street Water and Sewer Replacement Project be and the same hereby are approved by this City Commission.

Section 2. This City Commission hereby declares it necessary to proceed with the proposed Lincoln Street Water and Sewer Replacement Project at the earliest possible time.

Section 3. The City Manager is authorized and directed to advertise for and to receive bids in relation to the proposed Lincoln Street Water and Sewer Replacement Project as required by law.

Section 4. If any section, phrase, sentence, or portion of this Resolution is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

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

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

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

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

Passed: March 13, 2017