



**SANDUSKY CITY COMMISSION
REGULAR SESSION AGENDA
JUNE 26, 2017
CITY HALL, 222 MEIGS STREET**

INVOCATION	D. Waddington
PLEDGE OF ALLEGIANCE	
CALL TO ORDER	
ROLL CALL	N. Twine, D. Waddington, N. Lloyd, D. Murray, D. Brady, G. Lockhart & W. Poole
APPROVAL OF MINUTES	June 12, 2017
AUDIENCE PARTICIPATION	
PRESENTATION	Jill McGinn – Columbia Gas Energy Efficiency Programs for Residents Talon Flohr – 2017 LEC Class Nehemiah Center Fundraiser
PUBLIC HEARING	Hank Solowiej - 2018 Tax Budget
COMMUNICATIONS	
CURRENT BUSINESS	

CONSENT AGENDA ITEMS

A. Submitted by Hank Solowiej, Finance Director

ADOPTION OF THE CY 2018 TAX BUDGET

Budgetary Information: The tax budget will establish initial funding for 2018.

RESOLUTION NO. _____: It is requested a resolution be passed adopting the tax budget for the City of Sandusky for the calendar year 2018; authorizing the submission of the tax budget to the Erie County Auditor; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the city charter.

FIRST READING

B. Submitted by Arielle Blanca, Community Development Manager

AMENDMENT TO OPEN HOUSING CODE RELATED TO FAIR HOUSING

Budgetary Information: There will be no impact to the general fund.

ORDINANCE NO. _____: It is requested an ordinance be passed amending Part Five (General Offenses Code) Chapter 539 (Open Housing Code), of the codified ordinances, in the manner and way specifically set forth hereinbelow.

C. Submitted by Arielle Blanca, Community Development Manager

AUTHORIZATION TO ACCEPT CDBG ENTITLEMENT GRANT FOR PY 2017 – 2018 & SUBMIT FY 2017 ONE-YEAR ACTION PLAN TO U.S. HUD

Budgetary Information: There is no impact on the city's general fund. All projects in the program will be paid for with CDBG funds.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to accept an entitlement grant in the amount of \$664,148 total community development block grant funds for the program year of July 1, 2017, through June 30, 2018, and to submit to the United States Department of Housing & Urban Development a FY 2017 one-year action plan; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

D. Submitted by Stuart Hamilton, IT Manager, John Orzech, Police Chief & Mario D'Amico, Interim Fire Chief

PURCHASE OF 15 DELL TABLETS FOR POLICE & FIRE DEPARTMENTS

Budgetary Information: The cost for this purchase will be \$36,168.90, and will be paid by the capital fund in the amount of \$20,021.73, Police Department operating funds in the amount of \$1,679.61 and by the EMS fund in the amount of \$14,467.56.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to purchase fifteen Dell rugged tablets and associated docking and mounting hardware from Dell Marketing L.P. of Round Rock, Texas, for the Sandusky Police and Fire Departments; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

E. Submitted by Hank Solowiej, Finance Director

APPROPRIATION AMENDMENT #3

Budgetary Information: Appropriation amendments are required to update the budget for previous actions of the city. Examples include, but are not limited to: Issue 8 carryover funds for marketing and infrastructure; Fire Department donation account for donation received from Stein Foundation; Sandusky Bay Initiative – allocate budget funds for staff payroll expenses; Lincoln Street water and sewer replacement project, and; Transit.

ORDINANCE NO. _____: It is requested an ordinance be passed adopting Amendment #3 to Ordinance #17-064 passed by this City Commission on March 27, 2017, making general appropriations for the FY 2017; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

F. Submitted by Aaron Klein, Director of Public Works

EASEMENT AGREEMENT FOR PROPERTY LOCATED AT 216 EAST WATER STREET

Budgetary Information: Warehouse Properties, LLC will be responsible for recording fees associated with filing the easement at the Erie County Recorder’s Office. There will be no impact on the city’s budget to approve this easement. However, the city will spend a small amount of money purchasing asphalt for the surface repair.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to grant a perpetual easement to Warehouse Properties, LLC, for storm water drainage purposes; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

G. Submitted by Kelly Kresser, Commission Clerk

It is requested the Commission Clerk be authorized to notify the Ohio Division of Liquor Control the city does not request a hearing regarding the request for a D5A (*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. for hotel or motel with 50 or more rooms for transient guests*) and D6 (*sale of intoxicating liquor on Sunday between the hours of 10 a.m. or 11 a.m. and midnight*) liquor permit transfer from J.M. Sciarappa, Inc. dba South Shore Inn to Sandusky Hospitality, Inc. dba South Shore Inn, 2047 Cleveland Road.

REGULAR AGENDA ITEMS

ITEM #1 - Submitted by Maria Muratori, Development Specialist

GRANT AGREEMENTS FOR BOB HARE, 216 EAST WATER STREET

Budgetary Information: The city will be responsible for providing a total of \$22,500 in grant proceeds from the economic development capital projects fund on a reimbursable basis at the completion of the project.

- A. ORDINANCE NO. _____:** It is requested an ordinance be passed authorizing a façade grant in the amount of \$7,500 to Warehouse Properties, LLC, in relation to the property located at 216 East Water Street; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.
- B. ORDINANCE NO. _____:** It is requested an ordinance be passed authorizing and approving a small business assistance grant in the amount of \$15,000 to Warehouse Properties, LLC, in relation to the property located at 216 East Water Street; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #2 - Submitted by Aaron Klein, Director of Public Works

AMENDMENT TO PROFESSIONAL ENVIRONMENTAL SERVICES AGREEMENT WITH T & M ASSOCIATES RELATED TO BROWNFIELDS GRANT

Budgetary Information: The Brownfields grant will fund one hundred percent of this contract. These dollars would have been spent from the city’s capital fund accounts if the grant were not available.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to approve a first amendment to the agreement with T & M Associates of Cleveland, Ohio, for professional environmental services in conjunction with the U.S. EPA Brownfields grants received from the U.S. Environmental Protection Agency; and declaring that this ordinance take immediate effect in accordance with Section 14 of the city charter.

ITEM #3 - Submitted by Aaron Klein, Director of Public Works

PROFESSIONAL SERVICES AGREEMENT WITH FOTH INFRASTRUCTURE & ENVIRONMENT, LLC FOR SANDUSKY BAY INITIATIVE AREAS #1 & #2

Budgetary Information: The total cost of this agreement is \$650,000, but there is no financial impact to the city budget as all costs associated with this project will be paid through the Ohio Department of Natural Resources State of Ohio Capital, Healthy Lake Erie Fund grant of \$1,000,000 received earlier this year.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a professional services and subgrant agreement with Foth Infrastructure & Environment, LLC, of DePere Wisconsin, for the Sandusky Bay Initiative Area #1 & #2 projects; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

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

PROFESSIONAL SERVICES AGREEMENT WITH BIOHABITATS FOR SANDUSKY BAY INITIATIVE AREA #3

Budgetary Information: The total cost of this agreement is \$249,972.10, but there is no financial impact to the city budget as all costs associated with this project will be paid through the Ohio Department of Natural Resources State of Ohio Capital, Healthy Lake Erie Fund grant of \$1,000,000 received earlier this year.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a professional services and subgrant agreement with Biohabitats, Inc. of Baltimore, Maryland, for the Sandusky Bay Initiative Area #3 project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #5 - Submitted by Matt Lasko, Chief Development Officer
CONTRACT FOR DEMOLITION OF THE FORMER AMERICAN CRAYON FACILITY WITH ED BURDUE

Budgetary Information: The total project cost based on the bid, including demolition and abatement activities and advertising is \$568,871.20 (\$145.20 for advertising). The project will be paid for from the EMS fund.
ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a contract with Ed Burdue & Co., of Sandusky, Ohio, for the demolition and asbestos abatement of the former American Crayon facility project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

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

Buckeye Broadband broadcasts on Channel 76:

Monday, June 26 at 8:30 p.m.
Tuesday, June 27 at 5 p.m.
Monday, July 3 at 8:30 p.m.

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



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

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

TO: Eric L. Wobser, City Manager
FROM: Hank S. Solowiej, CPA, Finance Director
DATE: June 14, 2017
RE: Commission Agenda Item

ITEM FOR CONSIDERATION:

The Erie County Budget Commission has determined that a full Tax Budget be submitted for calendar year 2018 by July 20, 2017. Prior to 2011, the Erie County Budget Commission had waived this requirement to submit a full Tax Budget.

The 2012 Tax Budget was approved by resolution (#027-11R) by City Commission on July 11, 2011, the 2013 Tax Budget was approved by resolution (#017-12R) by City Commission on July 9, 2012, the 2014 Tax Budget was approved by resolution (#021-13R) by City Commission on June 24, 2013, the 2015 Tax Budget was approved by resolution (#026-14R) by City Commission on June 23, 2014, the 2016 Tax Budget was approved by resolution (#020-15R) by City Commission on June 22, 2015, and the 2017 Tax Budget was approved by resolution (#028-16R) by City Commission on June 27, 2016.

BUDGETARY INFORMATION:

The Tax Budget will establish initial funding for 2018.

ACTION REQUESTED:

It is recommended that this resolution be approved as soon as possible. The resolution is needed so that the City of Sandusky can comply with the request of the Erie County Budget Commission, in accordance with Ohio Revised Code Sections 5705.28, 5705.29, and 5705.30, by filing the Tax Budget with the County Auditor by July 20, 2017. It is recommended that the City Commission adopt the necessary legislation as an emergency measure and in accordance with Section 14 of the City Charter.

If there are any questions, please contact the Finance Director.

Attachments

CC: Justin Harris, Law Director

RESOLUTION NO. _____

A RESOLUTION ADOPTING THE TAX BUDGET FOR THE CITY OF SANDUSKY FOR THE CALENDAR YEAR 2018; AUTHORIZING THE SUBMISSION OF THE TAX BUDGET TO THE ERIE COUNTY AUDITOR; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Erie County Budget Commission has determined that for the CY 2018 Budget, a full Tax Budget is to be submitted to the Erie County Auditor and pursuant to O.R.C. § 5705.30 must be submitted on or before the 20th day of July; and

WHEREAS, prior to 2011, the Erie County Budget Commission had waived the requirements for entities to submit a full tax budget and had only required revenues per fund to be submitted; and

WHEREAS, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to submit the City's Tax Budget for CY 2018 to the Erie County Auditor by the required deadline of July 20, 2017; and

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

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

Section 1. This City Commission approves and adopts the City's Tax Budget for CY 2018, a copy of which is marked Exhibit "A" and attached to this Resolution and specifically incorporated as if fully rewritten herein.

Section 2. This City Commission authorizes and directs the Finance Director to deliver a certified copy of this Resolution to the Erie County Auditor.

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

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

those formal actions were in meetings open to the public in compliance with the law.

Section 5. That for the reasons set forth in the preamble hereof, this Resolution is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter from and 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: June 26, 2017

**CITY OF SANDUSKY
TAX BUDGET - 2018**

Fund	Estimated Unencumbered Balance at 12/31/17	Estimated 2018 Real Estate Property Taxes	Estimated 2018 Local Govt (County)	Estimated 2018 Local Govt (State Direct)	Estimated 2018 Other	Total Resources For Expenditures	2018 Estimated Expenditures			Estimated Unencumbered Balance at 12/31/18
							Personnel Services	Other	Total Estimated Expenditures	
110 General	4,601,420.68	1,679,429.00	340,000.00	60,000.00	21,427,212.42	28,108,062.10	15,391,345.20	8,563,506.52	23,954,851.72	4,153,210.38
216 Street	52,408.89	-	-	-	1,723,493.00	1,775,901.89	1,097,416.95	598,259.02	1,695,675.97	80,225.92
217 State Highway	93,318.42	-	-	-	75,150.00	168,468.42	36,750.00	46,350.00	83,100.00	85,368.42
218 Public Transit	3,447.00	-	-	-	3,721,468.00	3,724,915.00	169,136.10	3,555,778.36	3,724,914.46	0.54
227 Parks & Recreation	14,363.16	-	-	-	591,283.00	605,646.16	293,475.00	286,082.50	579,557.50	26,088.66
236 Fire Pension	10,110.46	138,089.00	-	-	715,061.00	863,260.46	808,018.05	55,241.99	863,260.04	0.42
237 Police Pension	3,494.60	138,089.00	-	-	529,136.00	670,719.60	628,872.30	41,846.84	670,719.14	0.46
239 State Grants	354,539.84	-	-	-	275,000.00	629,539.84	73,500.00	316,210.00	389,710.00	239,829.84
241 Federal Grants	1,664,482.62	-	-	-	1,850,000.00	3,514,482.62	199,500.00	1,143,300.00	1,342,800.00	2,171,682.62
242 Indigent Driver Alcohol	221,082.53	-	-	-	30,000.00	251,082.53	-	52,530.00	52,530.00	198,552.53
243 Enforcement & Education	85,431.23	-	-	-	3,000.00	88,431.23	-	-	-	88,431.23
244 Court Computer	185,110.96	-	-	-	26,000.00	211,110.96	5,250.00	30,900.00	36,150.00	174,960.96
245 Indigent Telephone	17,685.35	-	-	-	1,500.00	19,185.35	-	1,030.00	1,030.00	18,155.35
246 Probation Service	259,132.91	-	-	-	58,500.00	317,632.91	84,000.00	10,300.00	94,300.00	223,332.91
247 Payroll Stabilization	245,275.85	-	-	-	75,000.00	320,275.85	145,000.00	-	145,000.00	175,275.85
248 Real Estate Development	-	-	-	-	6,000.00	6,000.00	-	5,150.00	5,150.00	850.00
430 Capital Improvement	2,387.12	-	-	-	538,363.00	540,750.12	-	540,750.00	540,750.00	0.12
431 Capital Projects	1,980,698.60	-	-	-	8,989,000.00	10,969,698.60	52,500.00	10,584,280.00	10,636,780.00	332,918.60
432 Tax Increment Dist	20,647.29	-	-	-	123,000.00	143,647.29	-	20,600.00	20,600.00	123,047.29
433 Special Assessments	154,648.51	-	-	-	265,000.00	419,648.51	174,300.00	139,050.00	313,350.00	106,298.51
434 Bond Retirement Fund	77,957.18	460,298.00	-	-	1,222,092.00	1,760,347.18	-	1,645,311.70	1,645,311.70	115,035.48
435 Urban Renewal Debt Serv	774,126.74	-	-	-	585,000.00	1,359,126.74	-	444,548.00	444,548.00	914,578.74
535 Spec Asmnt Bond Retirement	38,591.69	-	-	-	321,525.00	360,116.69	-	312,115.75	312,115.75	48,000.94
612 Water Revenue Fund	4,238,456.54	-	-	-	15,099,027.00	19,337,483.54	3,256,875.30	7,994,157.54	11,251,032.84	8,086,450.70
613 Sewer Revenue Fund	4,070,562.07	-	-	-	14,008,162.00	18,078,724.07	3,817,256.10	9,009,448.11	12,826,704.21	5,252,019.86
701 Internal Service Fund	2,333,254.27	-	-	-	4,500,000.00	6,833,254.27	-	4,635,000.00	4,635,000.00	2,198,254.27
863 Trust-Expendable	392,636.11	-	-	-	50,000.00	442,636.11	-	101,970.00	101,970.00	340,666.11
873 Trust-Nonexpendable	107,340.70	-	-	-	-	107,340.70	-	2,060.00	2,060.00	105,280.70
876 Cemetery Endowment	278,843.10	-	-	-	40,000.00	318,843.10	52,500.00	35,226.00	87,726.00	231,117.10
880/881 Agency-Treasury	47,398.90	-	-	-	40,000.00	87,398.90	-	61,800.00	61,800.00	25,598.90
890-898 Agency-Non Treasury	11,737,805.89	-	-	-	-	11,737,805.89	-	-	-	11,737,805.89
Total	34,066,659.21	2,415,905.00	340,000.00	60,000.00	76,888,972.42	113,771,536.63	26,285,695.00	50,232,802.33	76,518,497.33	37,253,039.30

Certified: Hank S. Solowiej, CPA
Finance Director
City of Sandusky, Erie Countv, Ohio
Dated: 6/26/17

2017 Year Estimated						2016 Year Actual					2015 Year Actual				
Fund	Estimated Real Estate Property Taxes	Estimated Local Govt (County)	Estimated Local Govt (State Direct)	Estimated Other	Total	Real Estate Property Taxes	Local Govt (County)	Local Govt (State Direct)	Other	Total	Real Estate Property Taxes	Local Govt (County)	Local Govt (State Direct)	Other	Total
110 General	1,679,429.00	340,000.00	60,000.00	21,007,071.00	23,086,500.00	1,506,563.70	382,787.66	21,184.25	20,267,441.34	22,177,976.95	1,518,045.86	391,807.83	45,094.10	17,977,791.54	19,932,739.33
216 Street	-	-	-	1,625,993.00	1,625,993.00	-	-	-	1,410,491.34	1,410,491.34	-	-	-	1,392,871.71	1,392,871.71
217 State Highway	-	-	-	75,150.00	75,150.00	-	-	-	74,414.71	74,414.71	-	-	-	74,395.62	74,395.62
218 Public Transit	-	-	-	3,613,294.00	3,613,294.00	-	-	-	2,022,474.04	2,022,474.04	-	-	-	1,153,783.31	1,153,783.31
227 Parks & Recreation	-	-	-	557,250.00	557,250.00	-	-	-	457,685.71	457,685.71	-	-	-	509,443.19	509,443.19
236 Fire Pension	138,089.00	-	-	671,504.00	823,174.00	123,944.58	-	-	742,680.46	866,625.04	127,461.13	-	-	1,147,822.99	1,275,284.12
237 Police Pension	138,089.00	-	-	449,854.00	639,554.00	123,944.59	-	-	587,324.96	711,269.55	127,461.17	-	-	846,479.34	973,940.51
239 State Grants	-	-	-	275,000.00	275,000.00	-	-	-	322,706.86	322,706.86	-	-	-	275,522.11	275,522.11
241 Federal Grants	-	-	-	1,850,000.00	1,850,000.00	-	-	-	1,977,193.34	1,977,193.34	-	-	-	1,961,299.50	1,961,299.50
242 Indigent Driver Alcohol	-	-	-	30,000.00	30,000.00	-	-	-	24,438.66	24,438.66	-	-	-	29,894.53	29,894.53
243 Enforcement & Education	-	-	-	3,000.00	3,000.00	-	-	-	6,942.30	6,942.30	-	-	-	6,690.70	6,690.70
244 Court Computer	-	-	-	26,000.00	26,000.00	-	-	-	31,704.05	31,704.05	-	-	-	28,400.40	28,400.40
245 Indigent Telephone	-	-	-	1,500.00	1,500.00	-	-	-	-	-	-	-	-	-	-
246 Probation Service	-	-	-	58,500.00	58,500.00	-	-	-	63,497.38	63,497.38	-	-	-	66,220.96	66,220.96
247 Payroll Stabilization	-	-	-	75,000.00	75,000.00	-	-	-	300,000.00	300,000.00	-	-	-	125,000.00	125,000.00
248 Real Estate Development	-	-	-	6,000.00	5,000.00	-	-	-	-	-	-	-	-	-	5,000.00
430 Capital Improvement	-	-	-	525,000.00	525,000.00	-	-	-	578,031.52	578,031.52	-	-	-	499,093.57	499,093.57
431 Capital Projects	-	-	-	7,500,000.00	7,500,000.00	-	-	-	9,879,457.38	9,879,457.38	-	-	-	8,394,554.51	8,394,554.51
432 Tax Increment Dist	-	-	-	25,000.00	25,000.00	-	-	-	30,467.92	30,467.92	-	-	-	29,580.40	29,580.40
433 Special Assessments	-	-	-	140,000.00	140,000.00	-	-	-	432,192.44	432,192.44	-	-	-	119,257.82	119,257.82
434 Bond Retirement Fund	460,298.00	-	-	1,137,092.00	1,597,390.00	413,073.36	-	-	1,221,402.46	1,634,475.82	415,905.94	-	-	8,340,384.43	8,756,290.37
435 Urban Renewal Debt Serv	-	-	-	585,000.00	585,000.00	-	-	-	583,026.73	583,026.73	-	-	-	591,828.21	591,828.21
535 Spec Asmnt Bond Retirement	-	-	-	303,525.00	303,525.00	-	-	-	364,484.78	364,484.78	-	-	-	569,394.54	569,394.54
612 Water Revenue Fund	-	-	-	10,099,027.00	10,099,027.00	-	-	-	7,483,809.76	7,483,809.76	-	-	-	5,460,388.37	5,460,388.37
613 Sewer Revenue Fund	-	-	-	12,658,162.00	12,658,162.00	-	-	-	15,051,046.10	15,051,046.10	-	-	-	6,994,148.39	6,994,148.39
701 Internal Service Fund	-	-	-	4,500,000.00	4,500,000.00	-	-	-	5,940,216.37	5,940,216.37	-	-	-	300,000.00	300,000.00
863 Trust-Expendable	-	-	-	50,000.00	50,000.00	-	-	-	227,875.04	227,875.04	-	-	-	132,823.55	132,823.55
873 Trust-Nonexpendable	-	-	-	-	-	-	-	-	11,972.39	11,972.39	-	-	-	8,870.09	8,870.09
876 Cemetery Endowment	-	-	-	40,000.00	40,000.00	-	-	-	41,695.39	41,695.39	-	-	-	42,019.05	42,019.05
880/881 Agency-Treasury	-	-	-	40,000.00	40,000.00	-	-	-	38,044.90	38,044.90	-	-	-	39,620.25	39,620.25
890-898 Agency-Non Treasury	-	-	-	-	-	-	-	-	4,191,601.26	4,191,601.26	-	-	-	3,617,076.32	3,617,076.32
	2,415,905.00	340,000.00	60,000.00	67,927,922.00	70,808,019.00	2,167,526.23	382,787.66	21,184.25	74,364,319.59	76,935,817.73	2,188,874.10	391,807.83	45,094.10	60,734,655.40	63,365,431.43

Fund	2017 Estimated Expenditures			2016 Actual Expenditures			2015 Actual Expenditures		
	Personnel Services	Other	Total	Personnel Services	Other	Total	Personnel Services	Other	Total
110 General	14,658,424	8,314,084	22,972,508	13,423,888.70	8,436,683.86	21,860,572.56	12,321,191.06	7,645,808.79	19,966,999.85
216 Street	1,045,159	580,834	1,625,993	965,994.92	422,303.88	1,388,298.80	988,510.34	478,309.34	1,466,819.68
217 State Highway	35,000	45,000	80,000	35,483.33	20,118.30	55,601.63	32,185.39	15,854.82	48,040.21
218 Public Transit	161,082	3,452,212	3,613,294	85,291.57	1,973,192.72	2,058,484.29	48,834.52	1,066,026.54	1,114,861.06
227 Parks & Recreation	279,500	277,750	557,250	210,202.58	244,153.53	454,356.11	240,606.71	261,365.14	501,971.85
236 Fire Pension	769,541	53,633	823,174	806,376.98	51,292.82	857,669.80	757,206.39	517,015.15	1,274,221.54
237 Police Pension	598,926	40,628	639,554	670,747.48	40,208.64	710,956.12	585,977.92	384,874.05	970,851.97
239 State Grants	70,000	307,000	377,000	74,447.85	179,556.19	254,004.04	64,548.00	166,174.62	230,722.62
241 Federal Grants	190,000	1,110,000	1,300,000	271,999.69	730,072.58	1,002,072.27	192,952.84	1,894,784.00	2,087,736.84
242 Indigent Driver Alcohol	-	51,000	51,000	-	57,775.56	57,775.56	-	45,744.47	45,744.47
243 Enforcement & Education	-	-	-	-	-	-	-	-	-
244 Court Computer	5,000	30,000	35,000	5,120.52	10,286.49	15,407.01	2,954.91	34,850.62	37,805.53
245 Indigent Telephone	-	1,000	1,000	-	-	-	-	-	-
246 Probation Service	80,000	10,000	90,000	103,008.10	5,193.23	108,201.33	74,921.97	6,745.48	81,667.45
247 Payroll Stabilization	145,000	-	145,000	129,936.92	-	129,936.92	91,848.04	-	91,848.04
248 Real Estate Development	-	5,000	5,000	-	3,000.00	3,000.00	-	2,000.00	2,000.00
430 Capital Improvement	-	525,000	525,000	-	599,874.86	599,874.86	-	501,889.10	501,889.10
431 Capital Projects	50,000	10,276,000	10,326,000	46,281.84	9,034,926.37	9,081,208.21	43,552.66	7,473,947.26	7,517,499.92
432 Tax Increment Dist	-	20,000	20,000	-	110,483.89	110,483.89	-	1,032.00	1,032.00
433 Special Assessments	166,000	135,000	301,000	184,235.81	61,958.17	246,193.98	90,836.62	98,848.20	189,684.82
434 Bond Retirement Fund	-	1,597,390	1,597,390	-	1,607,742.32	1,607,742.32	-	8,709,464.75	8,709,464.75
435 Urban Renewal Debt Serv	-	431,600	431,600	-	429,597.01	429,597.01	-	429,524.04	429,524.04
535 Spec Asmnt Bond Retirement	-	303,025	303,025	-	327,443.98	327,443.98	-	568,343.65	568,343.65
612 Water Revenue Fund	3,101,786	7,761,318	10,863,104	2,851,374.06	4,286,099.69	7,137,473.75	2,648,084.07	4,157,997.35	6,806,081.42
613 Sewer Revenue Fund	3,635,482	8,747,037	12,382,519	3,034,927.60	10,658,710.06	13,693,637.66	2,881,183.80	5,860,102.51	8,741,286.31
701 Internal Service Fund	-	4,500,000	4,500,000	-	3,906,962.10	3,906,962.10	-	-	-
863 Trust-Expendable	-	99,000	99,000	-	116,117.44	116,117.44	-	112,254.72	112,254.72
873 Trust-Nonexpendable	-	2,000	2,000	-	19.11	19.11	-	145.83	145.83
876 Cemetery Endowment	50,000	34,200	84,200	49,132.13	42,589.16	91,721.29	45,803.07	23,079.15	68,882.22
880/881 Agency-Treasury	-	60,000	60,000	-	49,375.66	49,375.66	-	29,068.92	29,068.92
890-898 Agency-Non Treasury	-	-	-	-	3,753,989.62	3,753,989.62	-	3,357,925.45	3,357,925.45
	25,040,900	48,769,711	73,810,611	22,948,450.08	47,159,727.24	70,108,177.32	21,111,198.31	43,843,175.95	64,954,374.26



COMMUNITY DEVELOPMENT
DIVISION OF PLANNING AND ZONING

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To: Eric Wobser, City Manager

From: Arielle Blanca, Community Development Manager

Date: June 12, 2017

Subject: Commission Agenda Item – Amendment to Chapter 539, Open Housing Code, of the City of Sandusky Codified Ordinance

Item for Consideration: Amend Chapter 539, Open Housing Code, of the City of Sandusky Codified Ordinance for the addition of two Fair Housing protected classes.

Background Information: Chapter 539, Open Housing Code, of the City of Sandusky Codified Ordinance was passed in 1980 and does not list all of the required Fair Housing protected classes. Since the ordinance passed, “Familial Status” has been added as a Federal protected class. In addition, the State of Ohio has added “Military Status” as a protected class.

In March 2017, The U.S. Department of Housing and Urban Development (HUD) conducted a monitoring visit of the City of Sandusky Fair Housing Program and required that the City amend the Open Housing Code to include “Familial Status” as a protected class to comply with 42 U.S.C. 3615, the minimum standard that all state and local codes must meet. Additionally, HUD recommended that the City include “Military Status” as a protected class to meet the State of Ohio’s standards.

Budgetary Impact: There will be no impact to the general fund.

Action Requested: It is requested that City Commission approve the proposed amendment to Chapter 539, Open Housing Code, of the City of Sandusky Codified Ordinance for the additional of two Fair Housing protected classes.

I concur with this recommendation:

Eric Wobser
City Manager

Angela Byington, AICP
Department of Community Development

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING PART FIVE (GENERAL OFFENSES CODE), CHAPTER 539 (OPEN HOUSING CODE), OF THE CODIFIED ORDINANCES, IN THE MANNER AND WAY SPECIFICALLY SET FORTH HEREINBELOW.

WHEREAS, on March 28, 2017, the U.S. Department of Housing and Urban Development (HUD) conducted an onsite monitoring review to assess the City's Fair Housing Program and subsequently reported a finding that required corrective action to amend the City's Open Housing Code to include "Familial Status" as a protected class in order to comply with the Fair Housing Act and 42 U.S.C. 3615 and furthermore recommended to include "Military Status" as a protected class in order to meet the State of Ohio's standards; 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 Five (General Offenses Code), Chapter 539 (Open Housing Code), of the Codified Ordinances of the City is hereby amended as follows:

CHAPTER 539
Open Housing Code

- 539.01 Definitions.
- 539.02 Applicability of chapter.
- 539.03 Unlawful discriminatory practices.
- 539.04 Misrepresentation.
- 539.05 Administration; powers.
- 539.06 Enforcement procedure.
- 539.07 Injunctive relief.
- 539.08 Civil action.
- 539.99 Penalty.

CROSS REFERENCES

Unlawful discriminatory practices - see Ohio R.C . 4112.02

539.01 DEFINITIONS.

For purposes of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

(a) "Commercial housing" means housing accommodations held or offered for sale or rent by a real estate broker, salesman, or agent, or by any

other person pursuant to authorization of the owner, by the owner himself, or by legal representatives.

(b) "Discriminate" includes segregate or separate.

(c) "Housing accommodations" means any building or structure or portion thereof which is used or occupied or is intended, arranged, or designed to be used or occupied as the home residence or sleeping place of one or more individuals, groups, or families, whether or not living independently of each other; and any vacant land offered for sale or leased for commercial housing.

(d) "Person" means one or more individuals, partnerships, associations, organizations, corporations, legal representatives, trustees, trustees in bankruptcy, receivers, and other organized groups of persons. This term also includes, but is not limited to, any owner, lessor, assignor, builder, manager, broker, salesman, agent, employee, lending institution and, to the extent possible, all governmental agencies, state and federal, the state, and all political subdivisions, authorities, agencies, boards, and commissions thereof.

(e) "Personal residence" means a building or structure or portion thereof containing living quarters occupied or intended to be occupied by one or more individuals, groups, or families, whether or not living independently of each other, and occupied by the owner thereof as a bona fide residence for himself and any members of his family forming his household.

(f) "Restrictive covenant" means any specification limiting the transfer, rental, lease, or other use of any housing because of race, color, religion ancestry, national origin, sex, **familial status, military status**, or handicap, or any limitation based upon affiliation with or approval by any person, directly or indirectly, employing race, color, religion, ancestry, national origin, sex, **familial status, military status**, or handicap as a condition of affiliation or approval.

(g) "Unlawful discriminatory practice "means any act prohibited by Section 539.03.

~~(1980 Code 155.01)~~

539.02 APPLICABILITY OF CHAPTER.

The definitions in Section 539.01 notwithstanding, the terms and provisions of this chapter shall not apply in the following instances:

(a) To the rental of housing accommodations in his personal residence by the owner or occupier thereof when occupied by him as a bona fide residence for himself and any members of his family forming his household;

(b) To the rental of housing accommodations in a building or structure or portion thereof containing living quarters occupied or intended to be occupied by no more than two individuals, two groups, or two families living independently of each other, and one of which is occupied by the owner thereof as a bona fide residence for himself and any members of his family forming his household;

(c) To the sale of his personal residence by the owner unless advertised in any manner or way, or held or offered by sale by a real estate broker, salesman, or agent, or by any other person pursuant to authorization of the owner; and these definitions and the other terms and provisions of this chapter shall be presumed to exclude the same.

~~(1980 Code 155.02)~~

539.03 UNLAWFUL DISCRIMINATORY PRACTICES.

- (a) It shall be unlawful discriminatory practice for any person to:
- (1) Refuse to sell, transfer, assign, rent, lease, sublease, finance, or otherwise deny or withhold commercial housing from any person because of the race, color, religion, ancestry, national origin, sex, **familial status, military status,** or handicap of any prospective owner, occupant, or user of the commercial housing;
 - (2) Represent to any person that commercial housing is not available for inspection when in fact it is available;
 - (3) Refuse to lend money, whether or not secured by mortgage or otherwise, for the acquisition, construction, rehabilitation, repair, or maintenance of commercial housing or personal residence, or otherwise withhold financing of commercial housing or a personal residence from any person because of the race, color, religion, ancestry, national origin, sex, **familial status, military status,** or handicap of any present or prospective owner, occupant, or user of such commercial housing, provided such person, whether an individual, corporation, or association of any type, lends money as one of the principal aspects of his business or incidental to his principal business, and not only as a part of the purchase price of an owner-occupied residence he is selling nor merely casually or occasionally to a relative or friend;
 - (4) Discriminate against any person in the terms or conditions of selling, transferring, assigning, renting, leasing, or subleasing any commercial housing, or in furnishing facilities, services, or privileges in connection with the ownership, occupancy, or use of any commercial housing because of the race, color, religion, ancestry, national origin, sex, **familial status, military status,** or handicap of any present or prospective owner, occupant, or user of such commercial housing;
 - (5) Discriminate against any person in the terms or conditions of any loan of money, whether or not secured by mortgage or otherwise, for the acquisition, construction, rehabilitation, repair, or maintenance of commercial housing or a personal residence because of the race, color, religion, ancestry, national origin, sex, **familial status, military status,** or handicap of any present or prospective owner, occupant, or user of such commercial housing or personal residence;
 - (6) Print, publish, or circulate any statement or advertisement relating to the sale, transfer, assignment, rental, lease, sublease, or acquisition of any commercial housing or personal residence, or the loan of money, whether or not secured by mortgage or otherwise, for the acquisition, construction, rehabilitation, repair, or maintenance of commercial housing or a personal residence which indicates any preference, limitation, specification, or discrimination based upon race, color, religion, ancestry, national origin, sex, **familial status, military status,** or handicap;
 - (7) Make any inquiry, elicit any information, make or keep any record, or use any form of application containing questions or

entries concerning race, color, religion, ancestry, national origin, sex, **familial status, military status**, or handicap in connection with the sale or lease of any commercial housing or the loan of any money, whether or not secured by mortgage or otherwise, for the acquisition, construction, rehabilitation, repair, or maintenance of commercial housing or a personal residence;

- (8) Include in any transfer, rental, or lease of commercial housing or a personal residence any restrictive covenant, or honor or exercise, or attempt to honor or exercise, any restrictive covenant, provided that the prior inclusion of a restrictive covenant in the chain of title shall not be deemed a violation of this provision;
- (9) Induce or solicit or attempt to induce or solicit a commercial housing or personal residence listing, sale, or transaction by representing that a change has occurred or may occur with respect to the racial, religious, ethnic, **familial, military**, or sexual composition of the block, neighborhood, or area in which the property is located, or induce or solicit or attempt to induce or solicit such sale or listing by representing that the presence or anticipated presence of any race, color, religion, ancestry, national origin, sex, **familial status, military status**, or handicap, in the area will or may have results such as the following:
 - A. The lowering of property values;
 - B. A change in the racial, religious, ethnic, **familial, military**, or sexual composition of the block, neighborhood, or area in which the property is located;
 - C. An increase in criminal or antisocial behavior in the area;
 - D. A decline in the quality of the schools serving the area;

(b) No person shall discourage or attempt to discourage the purchase by a prospective purchaser of a commercial housing or a personal residence by representing that any block, neighborhood, or area has or might undergo a change with respect to the religious, racial, nationality, **familial, military**, or sexual composition of the block, neighborhood, or area.

(c) Nothing in subsections (a) and (b) hereof shall bar any religious or denominational institution or organization, or any charitable or educational organization, which is operated, supervised, or controlled by or in connection with a religious organization, or any bona fide private or fraternal organization, from giving preference to persons of the same religion or denomination, or to members of such private or fraternal organization, or from making such selection as is calculated by such organization to promote the religious principles or the aims, purposes, or fraternal principles for which it is established or maintained.

~~(1980 Code 155.03)~~

539.04 MISREPRESENTATION.

(a) No person shall, with intent to mislead the **Community** Relations Commission or Housing Board, make or cause to be made any false entry or statement of fact in any report, account, record, or other documents submitted to the Commission or Board pursuant to their authority outlined in Section 539.05.

(b) No person shall willfully neglect or fail to make or cause to be made full, true, and correct entries in such reports, accounts, records, or other documents submitted to the **Community** Relations Commission or Housing Board.

~~(1980 Code 155.04)~~

539.05 ADMINISTRATION; POWERS.

(a) In the administration of this chapter, the **Community** Relations Commission, in addition to any powers heretofore conferred in this Commission, shall have the power to:

- (1) Formulate a plan of education to advance freedom of choice in housing for all citizens to eliminate housing discrimination based on race, color, religion, ancestry, national origin, sex, **familial status, military status**, or handicap;
- (2) Provide for fact-finding hearings to adduce evidence regarding discriminatory housing patterns and practices in the community;
- (3) Adopt reasonable rules and procedures necessary to effect the broad purpose of this chapter.

(b) The provisions of this code establishing a Fair Housing Board and regulating its functions are set forth in Chapter 155 of the Administrative Code.

~~(1980 Code 155.05)~~

539.06 ENFORCEMENT PROCEDURE.

(a) An aggrieved individual may, by setting forth the facts in writing under oath or affirmation, file his complaint alleging a violation of Section 539.03 with the Human Relations Commission.

(b) The Commission shall make a prompt and full investigation of each complaint alleging any practice made unlawful under this chapter. The investigation shall be conducted within thirty days after the filing of same.

(c) The complaint, along with the results of the investigation, and any records, papers, or statements pertaining thereto, shall be transmitted to the Fair Housing Board unless the **Community** Relations Commission can by conciliation promptly eliminate the particular discriminatory practice complained of, and, where applicable, receive reasonable assurance from the person complained of, of the discontinuance of further discriminatory practices in regard to housing.

(d) The Fair Housing Board, hereinafter referred to as the Housing Board, shall consider the complaint, together with the results of the investigation by the **Community** Relations Commission and any records, papers, or statements pertaining thereto, and make a determination within ten days as to whether or not there appears to be a prima facie case of a violation of the provisions of this chapter. Within five days of such determination the Housing Board shall in writing inform all interested parties of the results of the determination.

(e)

- (1) If the Housing Board deems the complaint well-founded on its face, it shall, at the same time as it provides the foregoing notice, serve upon the person charged with engaging or with having engaged in the discriminatory act or practice a statement of the charges made in the complaint, particularly

describing the property involved, if any, together with notice of the time and place of a public hearing thereon. The hearing shall be held not less than ten nor more than thirty days after the service of the statement of charges. The respondent shall have the right to file an answer to the statement of charges, to appear in person at the hearing, to be represented by counsel, to examine and cross-examine witnesses, and to present testimony on his own behalf. The case for the complainant shall be presented by the Director of Law's office. In any hearing, the Housing Board shall not be bound by the rules of evidence prevailing in the courts of law or equity, but shall take into account all reliable, probative, and substantial evidence, statistical or otherwise, produced at the hearing, which may tend to prove the existence of a discriminatory act or practice. No person shall be compelled to be a witness against himself at any hearing before the Housing Board.

- (2) The complainant shall be a party to the proceeding, and any person who is an indispensable party to a complete determination or settlement of question involved in a proceeding shall be joined. Any person who has or claims an interest in the subject of the hearing, and in obtaining or preventing relief against the acts or practices complained of, may at his option appear for the presentation of oral or written arguments.

(f) If upon all the reliable, probative, and substantial evidence, the Housing Board finds that the respondent has engaged or is engaging in any unlawful practice, it shall issue such order or orders as the facts warrant and shall state its findings of fact in support thereof. Such order or orders may include:

- (1) That the respondent forthwith permit the complainant the right or privilege as constituted the subject of the complaint;
- (2) An order that the respondent perform an affirmative act that would otherwise have been performed had the complainant not been discriminated against because of race, color, religion, ancestry, national origin, sex, **familial status, military status**, or handicap;
- (3) An order that the respondent cease and desist from the same or similar discriminatory practices which were the subject of the complaint with respect to the same or other property covered by Section 539.01.

(g) At any time after the transmittal to the Housing Board of a complaint, the Housing Board shall have the authority, with the consent of the respondent, to make findings and issue appropriate orders without the necessity of a public hearing on the complaint.

(h) Unless an appeal is pending, in the event the respondent fails or appears to intend to fail to comply with an order issued by the Housing Board, it shall certify the case, together with the record of its proceedings, including a transcript, and the available evidence of noncompliance to the Director of Law's office, whose mandatory duty it shall then be to seek compliance by civil action brought in the name of the Fair Housing Board of the City before a court of competent jurisdiction; provided that the Director of Law's office may permit the proceeding to be brought by private counsel of the complainant.

(i) Any party to the proceeding, claiming to be aggrieved by a final order of the Housing Board, including a determination by the Housing Board that a prima facie case was not established by the complainant, may obtain judicial review thereof by resort to a court of competent jurisdiction in accordance with the provision of Ohio R.C. Ch. 2506.

~~(1980 Code 155.06)~~

539.07 INJUNCTIVE RELIEF.

If at any time after the transmittal of the complaint, it would appear that, prior to the completion of the Housing Board's action on the complaint, the housing which is the subject of the complaint may be sold, rented, or otherwise made unavailable to the complainant, or that other irreparable harm may occur, the complainant may file before a court of competent jurisdiction an action for a temporary restraining order and a preliminary injunction to preserve the status quo, and to prevent irreparable harm pending final action of the complaint.

(1980 Code 155.07)

539.08 CIVIL ACTION.

A plaintiff aggrieved under any of the provisions of Section 539.03 may proceed with a civil action in a court of competent jurisdiction. The court may grant as relief, as it deems appropriate, any permanent or temporary injunction, temporary restraining order, or other order, and may award to the plaintiff actual damages and not more than one thousand dollars (\$1,000) punitive damages, together with the court costs and reasonable attorney fees in the case of a prevailing plaintiff, provided that the plaintiff, in the opinion of the court, is not financially able to assume the attorney's fees.

(1980 Code 155.08)

539.99 PENALTY.

(a) Any person violating any of the provisions of Section 539.03 shall, upon conviction, be punished by a fine of not more than five hundred dollars (\$500.00) or imprisoned not more than six months, or both. A complaint alleging such a violation may be lodged with the Director of Law's office without the necessity of resort to any other form of relief provided for by this chapter.

(b) Any person who violates Section 539.04 shall, upon conviction, be punished by a fine of not more than five hundred dollars (\$500.00) or imprisoned not more than six months, or both.

(1980 Code 155.99)

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

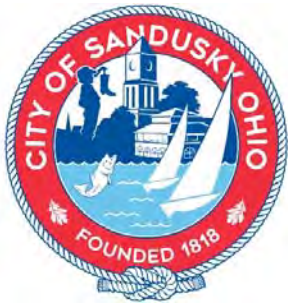
were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

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:



COMMUNITY DEVELOPMENT DEPARTMENT

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www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Arielle Blanca, Community Development Manager

Date: June 15, 2017

Subject: Commission Agenda Item – FY 2017 Community Development Block Grant (CDBG) One-Year Action Plan

Item for Consideration: Authorizing and directing the City Manager to accept an Entitlement Grant in the amount of \$664,148.00 of Community Development Block Grant funds for the program year of July 1, 2017 through June 30, 2018; and to submit to the United States Department of Housing and Urban Development (HUD) a FY 2017 One-Year Action Plan; and to execute all certifications and agreements; and to authorize program expenditures.

Background Information: The City of Sandusky is an Entitlement Community, and as such, Sandusky receives a direct allocation from HUD annually. The City is required to submit a One-Year Action Plan each year. The allocation for Sandusky has been published at \$664,148.00.

A One-Year Plan is submitted annually and must provide for activities meeting the goals of the Five Year Consolidated Plan. The annual planning process includes public participation at multiple levels. The City held the two public hearings and two Consolidated Plan Advisory Committee meetings between February and April 2017. Based on the citizen input gathered during these meetings, a draft One-Year Action Plan (Plan) was prepared. The Plan was made available for citizen comment from March 10th through April 9th and the draft was presented at the second public hearing on April 10th at City Commission. The draft was available at the Sandusky Public Library, the City of Sandusky Municipal Building and on the Sandusky City website. On June 14, 2017, the City received their official CDBG allocation amount from HUD.

Budgetary Information: There is no impact on the City's General Fund. All projects in the program will be paid for with CDBG funds.

Action Requested: It is requested that the City Commission approve legislation authorizing and directing the City Manager to accept an Entitlement Grant in the amount of \$664,148.00 for the program year of July 1, 2017 through June 30, 2018 and to submit to HUD a One-Year Action Plan and to execute all certifications and agreements and to authorize program expenditures. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter in order to submit the One-year Action Plan to HUD prior to the program year beginning on July 1, 2017.

I concur with this recommendation:

Eric Wobser

Arielle Blanca

1	Project Name	Program Administration
	Target Area	Citywide
	Goals Supported	Program Administration
	Needs Addressed	Program Administration [Indirect Need]
	Funding	CDBG: \$115,000
	Description	City of Sandusky CDBG Administration (2017); CDBG - \$115,000
	Planned Activities	Information
2	Project Name	Fair Housing
	Target Area	Citywide
	Goals Supported	Program Administration
	Needs Addressed	Program Administration
	Funding	CDBG: \$9,000
	Description	Advertising, outreach, education, and informational pamphlets related to fair housing. (2017); CDBG - \$9,000
	Planned Activities	Provide financial support for information related to fair housing.
3	Project Name	Streets, Sidewalks, Curb and Gutter
	Target Area	Citywide
	Goals Supported	Quality of Life
	Needs Addressed	Public Improvements
	Funding	CDBG: \$270,000
	Description	Street improvements, sidewalk improvements, and curb and gutter (2017); CDBG - \$270,000
	Planned Activities	Street improvements, as project costs allow, on Campbell Street, Campbell Street and Scott Street Intersection
4	Project Name	Parks – ADA Improvements
	Target Area	Citywide
	Goals Supported	Quality of Life
	Needs Addressed	Park improvements
	Funding	CDBG - \$120,000
	Description	City park improvements (2017); CDBG - \$120,000
	Planned Activities	Central Park Improvements, Addition of floating dock near River Avenue, Skate Park Design
5	Project Name	Clearance and Demolition (Residential)
	Target Area	Citywide
	Goals Supported	Quality of Life
	Needs Addressed	Blight elimination
	Funding	CDBG: \$80,000
	Description	City clearance and demolition (2017); CDBG - \$80,000
	Planned Activities	Clearance and demolition of blighted residential homes; 8 residential structures

6	Project Name	Code Enforcement
	Target Area	Eligible Low and Moderate income areas
	Goals Supported	Quality of Life
	Needs Addressed	Code enforcement
	Funding	CDBG - \$150,000
	Description	City code enforcement (2017); CDBG - \$150,000
	Planned Activities	Code enforcement; 1,000 Household Housing Units
7	Project Name	Sandusky Transit System
	Target Area	Eligible Low and Moderate income areas
	Goals Supported	Quality of Life
	Needs Addressed	Public Improvements
	Funding	CDBG: \$10,000
	Description	Sandusky Transit System, Transit Waiting Environmental Improvement Program (2017); CDBG: \$10,000
	Planned Activities	Transit infrastructure project to install bike racks, outdoor seating and trash receptacles at eligible Sandusky bus stops.
8	Project Name	Erie County General Health District
	Target Area	Citywide
	Goals Supported	Program Administration
	Needs Addressed	Program Administration
	Funding	CDBG: \$8,000
	Description	Erie County General Health District, 2-1-1 Program (2017); CDBG - \$8,000
	Planned Activities	Allow continuation of the local, countywide 2-1-1 Information and Referral System Service, 1,500 Person Assisted
9	Project Name	Erie County Senior Center
	Target Area	Citywide
	Goals Supported	Special Needs Assistance
	Needs Addressed	Non-Homeless Special Needs
	Funding	CDBG: \$15,000
	Description	Erie County Senior Center, Meals on Wheels Program (2017); CDBG - \$15,000
	Planned Activities	Purchasing of food for the Meals on Wheels Program, which delivers hot meals to senior citizens residing in Sandusky; 221 persons assisted.
10	Project Name	Center for Cultural Awareness
	Target Area	Citywide
	Goals Supported	Reduced Homelessness
	Needs Addressed	Homeless
	Funding	CDBG: \$10,000
	Description	Center of Cultural Awareness, Citizen Circle Program (2017); CDBG - \$10,000
	Planned Activities	Helping ex-offenders of the law to re-enter into society; 75 persons assisted.

11	Project Name	City of Sandusky Recreation Department
	Target Area	Eligible Low and Moderate income areas
	Goals Supported	Special Needs Assistance
	Needs Addressed	Non-Homeless Special Needs
	Funding	CDBG: \$10,000
	Description	City of Sandusky Recreation Department, Summer Playground Program (2017); CDBG - \$10,000
12	Project Name	OHgo
	Target Area	Eligible Low and Moderate income areas
	Goals Supported	Special Needs Assistance
	Needs Addressed	Non-Homeless Special Needs
	Funding	CDBG: \$15,000
	Description	OHgo, OHgo Reach Program (2017); CDBG - \$15,000
13	Project Name	Economic Development Revolving Loan Fund
	Target Area	Citywide
	Goals Supported	Quality of Life
	Needs Addressed	Community Redevelopment/Revitalization
	Funding	CDBG: \$50,000 (Program Income)
	Description	Implementation of the City's Economic Development Revolving Loan Fund (2017); CDBG - \$50,000 (Program Income)
	Planned Activities	The City of Sandusky offers a fixed rate, below market, interest loan program to new and existing businesses located or considering locating in the City. The program is designed to fill the gap between the owner's equity and a private lender loan. In addition, the City will look to do grants and building façade improvements.

Table 9: Project Summary Information

*This budget includes \$160,000 of anticipated carryover, which has been programmed into Streets, Parks and Code Enforcement. Any demolition carry-over funds will carryover to the Demolition activity. If there is additional carryover it will be programmed into Parks.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ACCEPT AN ENTITLEMENT GRANT IN THE AMOUNT OF \$664,148.00 TOTAL COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR THE PROGRAM YEAR OF JULY 1, 2017, THROUGH JUNE 30, 2018, AND TO SUBMIT TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT A FY 2017 ONE-YEAR ACTION PLAN; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Community Development Block Grant (CDBG) Entitlement Program provides annual grants on a formula basis to entitled cities and counties to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low- and moderate-income persons and the program is authorized under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended; 42 U.S.C.-5301 et seq.; and

WHEREAS, the U. S. Department of Housing and Urban Development (HUD) awards grants to entitlement community grantees to carry out a wide range of community development activities directed toward revitalizing neighborhoods, economic development, and providing improved community facilities and services; and

WHEREAS, the City of Sandusky is an Entitlement Community eligible to receive Community Development Block Grant (CDBG) funds directly from the U.S. Department of Housing and Urban Development (HUD) annually and is required to submit a One-Year Action Plan; and

WHEREAS, Six Hundred Sixty Four Thousand One Hundred Forty Eight and 00/100 dollars (\$664,148.00) has been allocated from HUD to fund the City of Sandusky's Community Development Block Grant eligible activities for the Program Year (PY) of July 1, 2017, through June 30, 2018; and

WHEREAS, this City Commission authorized the submittal of a 5-year Consolidated Plan to the United States Department of Housing and Urban Development by Ordinance No. 14-080, passed on July 14, 2014; and

WHEREAS, a One-Year Action Plan must be prepared on an annual basis incorporating other comments deemed appropriate by the City and for the PY of July 1, 2017, through June 30, 2018, must be submitted to HUD with all additional comments incorporated into the final submission and the thirty (30) day public comment period began on March 10, 2017, and expired on April 9, 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 to provide for the submission of the One-Year Action Plan to the United States Department of Housing and Urban Development prior to the program year beginning on July 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 Department of Community Development, of the City of Sandusky, Ohio, the City Commission of the City of

Sandusky, Ohio, finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. This City Commission authorizes and directs the City Manager to accept an Entitlement Grant in the amount of Six Hundred Sixty Four Thousand One Hundred Forty Eight and 00/100 Dollars (\$664,148.00) for the program year of July 1, 2017, through June 30, 2018, from the U.S. Department of Housing and Urban Development.

Section 2. This City Commission authorizes and directs the City Manager to submit to the U.S. Department of Housing and Urban Development a One-Year Action Plan for \$664,148.00 and to execute any required certifications and agreements in relation to the acceptance of the grant and to administer program expenditures consistent with the One-Year Action Plan.

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 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: June 26, 2017



ADMINISTRATIVE SERVICES

222 Meigs Street
Sandusky, Ohio 44870
Phone: 419-627-5969
shamilton@ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Stuart Hamilton, Chief Orzech, Interim Chief D'Amico

Date: June 12th, 2017

Subject: **Commission Agenda Item –Purchase of 15 Dell rugged tablets and in vehicle mounts.**

ITEM FOR CONSIDERATION: Requesting legislation authorizing the City of Sandusky to purchase 15 Dell rugged tablets for use in vehicle from Dell Marketing L.P. of Round Rock, Texas. This is a collaborative effort between the Fire Department and Police Department to gain the very best pricing based on volume which saved \$67.00 per unit.

BACKGROUND INFORMATION: We are currently running some older Panasonic toughbooks in-vehicle for both Fire and Police. These units are end of life and are very slow.

Proposed Solution:

This Dell product was brought in on a 3-month trial in June 2016 with competition and it was decided that this unit is the one that will fill our long-term needs. We replaced the first half of the in-vehicle units in October of 2016. This will replace the remaining older Panasonic devices and bring our vehicles in both the Fire and Police departments up to date, while standardizing hardware and software to make support more efficient. Dell is the sole source provider for the Dell rugged tablets. The units will be purchased through NASPO ValuePoint Cooperative Purchasing Program Contract #MNWNC-108, State Contract number OA1068 and Contract Code WN98AGW. Participation in this program has been approved by the State of Ohio Chief Procurement Official. By purchasing the Dell rugged tablets, we will be moving to a lot more durable and multi-function device. Moving from a laptop to a tablet will allow for better touchscreen functionality, lower profile in the vehicles and added use both in and out of the vehicle. This product is a line that Dell has invested in heavily and will be a cornerstone of their rugged line for a long time to come ensuring we can stay standard across city vehicles that helps minimize support costs and helps with end user training and familiarity.

BUDGETARY INFORMATION: The cost for this purchase will be \$36,168.90, and will be paid by the Capital Fund in the amount of \$20,021.73, police Operating Funds in the amount of \$1,679.61, and by the EMS Fund in the amount of \$14,467.56.

ACTION REQUESTED: It is recommended that the proper legislation be prepared for the purchase of 15 Dell rugged Tablets and in-vehicle mounts from Dell Marketing L.P. It is requested that this legislation take effect in full accordance with Section 14 of the City Charter to allow installation of the new devices at the earliest opportunity, minimizing downtime and extra work for Fleet Maintenance.

I concur with this recommendation:

Eric Wobser
City Manager

Stuart Hamilton
I.T Manager



A quote for your consideration!

Based on your business needs, we put the following quote together to help with your purchase decision. Please review your quote details below, then contact your sales rep when you're ready to place your order.

Total:\$36,168.90**Quote number:**
3000014223641.1**Quote date:**
May 30, 2017**Quote expiration:**
Jun. 29, 2017**Deal ID:**
13827338**Company name:**
CITY OF SANDUSKY**Customer number:**
8434015**Phone:**
(419) 627-5868**Sales rep information:**
A.J. Firenze
Alfred_Firenze@Dell.com
(800) 456-3355
Ext: 5139192**Bill to:**
CITY OF SANDUSKY
CITY OF SANDUSKY
222 MEIGS ST
SANDUSKY
OH 44870-2835
US
(419) 627-5868

Pricing Summary

Item	Qty	Unit price	Subtotal
HAVIS UNIVERSAL MONITOR MOUNT	15	\$44.81	\$672.15
Havis C-ADP-110 - Mounting component (bracket adapter) - steel - black powder coat	15	\$13.67	\$205.05
HAVIS QUICK RELEASE SLIDE: UNIVERSAL KEYBOARD	15	\$41.80	\$627.00
Havis Docking Station 600 Series DS-DELL-602-2 with Dual Pass-through Antenna and Power Supply - docking station	15	\$455.99	\$6,839.85
LAT,7202,LIVINGSTONE	15	\$1,854.99	\$27,824.85

Subtotal:	\$36,168.90
Shipping:	\$0.00
Environmental Fees:	\$0.00
Non-Taxable Amount:	\$36,168.90
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00
Total:	\$36,168.90

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Dear Customer,

Your Quote is detailed below; please review the quote for product and information accuracy. If you find errors or desire certain changes please contact me as soon as possible.

Regards,

A.J. Firenze

Order this quote easily online through your [Premier page](#),
or if you do not have Premier, using [Quote to Order](#)

Shipping Group 1

Shipping Contact: DON RUMBUTIS	Shipping phone: (419) 627-5868	Shipping via: Standard Ground	Shipping Address: IT DEPT 222 MEIGS ST SANDUSKY OH 44870-2835 US
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SKU	Description	Qty	Unit Price	Subtotal
	HAVIS UNIVERSAL MONITOR MOUNT	15	\$44.81	\$672.15

Estimated Delivery Date: Jun. 23 - Jul. 3, 2017

Contract Code: WN98AGW

Customer Agreement No: 0A1068

A7100720	HAVIS UNIVERSAL MONITOR MOUNT	15	-	-
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SKU	Description	Qty	Unit Price	Subtotal
	Havis C-ADP-110 - Mounting component (bracket adapter) - steel - black powder coat	15	\$13.67	\$205.05

Estimated Delivery Date: Jun. 12 - Jun. 20, 2017

Contract Code: WN98AGW

Customer Agreement No: 0A1068

A7090416	Havis C-ADP-110 - Mounting component (bracket adapter) - steel - black powder coat	15	-	-
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SKU	Description	Qty	Unit Price	Subtotal
	HAVIS QUICK RELEASE SLIDE: UNIVERSAL KEYBOARD	15	\$41.80	\$627.00

Estimated Delivery Date: Jun. 23 - Jul. 3, 2017

Contract Code: WN98AGW

Customer Agreement No: 0A1068

A7711575	HAVIS QUICK RELEASE SLIDE: UNIVERSAL KEYBOARD	15	-	-
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SKU	Description	Qty	Unit Price	Subtotal
	Havis Docking Station 600 Series DS-DELL-602-2 with Dual Pass-through Antenna and Power Supply - docking station	15	\$455.99	\$6,839.85

Estimated Delivery Date: Jul. 3 - Jul. 11, 2017

Contract Code: WN98AGW

Customer Agreement No: 0A1068

A8516277	Havis Docking Station 600 Series DS-DELL-602-2 with Dual Pass-through Antenna and Power Supply - docking station	15	-	-
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SKU	Description	Qty	Unit Price	Subtotal
	LAT,7202,LIVINGSTONE	15	\$1,854.99	\$27,824.85

Estimated Delivery Date: Jun. 19 - Jun. 27, 2017

Contract Code: WN98AGW

Customer Agreement No: 0A1068

210-AEQJ	Latitude 12 Rugged Tablet	15	-	-
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338-BLLH	Intel Core M-5Y71 Processor with 8GB Memory and Dedicated GPS and Etched Glass	15	-	-
619-AHKN	Win 10 Pro 64 English, French, Spanish	15	-	-
658-BCSB	Microsoft(R) Office 30 Days Trial	15	-	-
379-BBXX	Intel Core M-5Y71 processor	15	-	-
631-AAPK	No Out-of-Band Systems Management	15	-	-
370-ACDM	8GB 1600MHz LPDDR3 Memory	15	-	-
400-AJUE	128G SSD Latitude, Rugged	15	-	-
391-BCDD	11.6 HD (1366x768) Outdoor-Readable Glove-Capable Touchscreen with Gorilla Glass	15	-	-
555-BCLW	Intel Dual Band Wireless 7265 802.11ac Wi-Fi + BT 4.0 LE Driver	15	-	-
555-BCCH	Intel 7265AC Dual-Band 2x2 802.11 ac WiFi	15	-	-
555-BCOP	Wireless LAN card bracket	15	-	-
389-BHDB	Regulatory Label for DE5808/DE5809 for Latitude Systems	15	-	-
556-BBJK	DW5808E Gobi5000 4G/LTE Wireless WAN Card for Verizon, Latitude Rugged Tablet	15	-	-
556-BBKD	WWAN Bracket for Latitude Rugged Tablet	15	-	-
451-BBOP	2-cell (26Wh) Lithium Ion Primary Battery	15	-	-
492-BBCQ	45 Watt 3Pin AC Adapter	15	-	-
634-BENZ	No DDP ESS Software	15	-	-
954-3465	No DDPE Encryption Software	15	-	-
817-BBBB	No FGA	15	-	-
340-ADFZ	Dell Power Manager	15	-	-
340-AJFC	Kickstart Product Registration	15	-	-
340-APSH	Platform Quickset, 7202	15	-	-
422-0007	Dell Data Protection Security Tools Digital Delivery/NB	15	-	-
525-BBCL	SupportAssist	15	-	-
640-BBLW	Dell(TM) Digital Delivery Cirrus Client	15	-	-
658-BBMR	Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps), OptiPlex	15	-	-
658-BBNF	Waves Maxx Audio Royalty	15	-	-
658-BCUV	Dell Developed Recovery Environment	15	-	-
537-BBBD	E5 Power Cord (US)	15	-	-
340-APSJ	Getting Started Guide - English	15	-	-
620-AAOH	No Media	15	-	-
340-AGIK	Safety/Environment and Regulatory Guide (English/French Multi-language)	15	-	-
451-BBOQ	2-cell (26Wh) Lithium Ion Secondary Battery	15	-	-
332-1286	US Order	15	-	-
340-AAFC	System Shipment	15	-	-
340-AQMD	Shipping Material, Shuttle	15	-	-
389-BHFU	Regulatory Label for WWAN	15	-	-
460-BBEX	No Carrying Case	15	-	-
340-ACQQ	No Option Included	15	-	-
750-AAKI	Flex 2	15	-	-
389-BDCE	No UPC Label	15	-	-
319-BBDL	2MP HD Webcam / 8MP Rear Camera with Flash and Dual Microphones	15	-	-
340-ACQQ	No Option Included	15	-	-
804-0500	ProSupport: Next Business Day Onsite, 3 Years	15	-	-
989-3449	Thank you choosing Dell ProSupport. For tech	15	-	-

	support, visit http://support.dell.com/ProSupport or call 1-866-516-3115			
997-6988	Dell Limited Hardware Warranty Initial Year	15	-	-
997-6995	ProSupport: 7x24 Technical Support, 3 Years	15	-	-
983-3401	Extended Battery Service for Year 2 of System Life	15	-	-

Subtotal:	\$36,168.90
Shipping:	\$0.00
Environmental Fees:	\$0.00
Estimated Tax:	\$0.00
Total:	\$36,168.90

Important Notes

Terms of Sale

Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request: Dell's Terms of Sale (www.dell.com/learn/us/en/uscorp1/terms-of-sale), which include a binding consumer arbitration provision and incorporate Dell's U.S. Return Policy (www.dell.com/returnpolicy) and Warranty (for [Consumer warranties](#); for [Commercial warranties](#)).

If this purchase includes services: in addition to the foregoing applicable terms, the terms of your service contract will apply ([Consumer](#); [Commercial](#)). If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S (www.dell.com/SEULA).

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: **Dell Marketing L.P.**

Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.

If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.

^Dell Business Credit (DBC):

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.

***Dell Financial Services Lease:**

1. This proposal is property of Dell Financial Services and contains confidential information. This proposal shall not be duplicated or disclosed in whole or part. Minimum transaction size \$500.
2. All terms are subject to credit approval, execution and return of mutually acceptable lease documentation.
3. Lease rates are based upon the final amount, configuration and specification of the supplied equipment. Interim rent may apply and be due in the first payment cycle.
4. The Lease Quote is exclusive of shipping costs, maintenance fees, filing fees, licensing fees, property or use taxes, insurance premiums and similar items, which shall be for Lessee's account.
5. This proposal is valid through the expiration date shown above, or, if none is specified, for 30 calendar days from date of presentation.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE FIFTEEN (15) DELL RUGGED TABLETS AND ASSOCIATED DOCKING AND MOUNTING HARDWARE FROM DELL MARKETING L.P. OF ROUND ROCK, TEXAS, FOR THE SANDUSKY POLICE AND FIRE DEPARTMENTS; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the NASPO ValuePoint Cooperative Purchasing Organization (formerly WSCA-NASPO) provides the highest standard of excellence in public cooperative contracting and by leveraging the leadership and expertise of all states with the purchasing power of their public entities, NASPO ValuePoint delivers the best value, reliable, competitively sourced contracts; and

WHEREAS, since 1993 NASPO ValuePoint has been the cooperative purchasing arm of NASPO (the National Association of State Procurement Officials) encouraging, fostering and guiding the nation's most significant public contract cooperative and is a unified, nationally focused cooperative aggregating the demand of all 50 states, the District of Columbia and the organized US territories, their political subdivisions and other eligible entities spurring best value, innovation and competition in the marketplace; and

WHEREAS, the State of Ohio, through their Chief Procurement Official, has approved Ohio governmental entities to participate in the NASPO ValuePoint Cooperative Purchasing Program and has signed a Participating Addendum allowing Ohio governmental entities to use the Master Agreements through the NASPO ValuePoint Cooperative Purchasing Program; and

WHEREAS, the Police and Fire Department were using older Panasonic devices and in October of 2016, the City replaced half of the in-vehicle units with Dell rugged tablets which are more durable and multi-functional and this purchase of fifteen (15) Dell rugged tablets will replace the remaining devices and bring all the vehicles up-to-date and standardize the hardware and software to make support more efficient and minimize costs; and

WHEREAS, the total cost of the fifteen (15) Dell rugged tablets and associated docking and mounting hardware is \$36,168.90 and will be paid with Capital Funds in the amount of \$20,021.73, Police Department operating funds in the amount of \$1,679.61, and EMS Funds in the amount of \$14,467.56; 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 purchase and install the equipment at the earliest opportunity which will minimize downtime and extra work for the Fleet Maintenance Division; 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 and Fire Departments, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The City Manager is authorized and directed to purchase fifteen (15) Dell rugged tablets and associated docking and mounting hardware for the Sandusky Police and Fire Departments through the NASPO ValuePoint Cooperative Purchasing Program Contract #MNWNC-108, State Contract Number OA1068 and Contract Code WN98AGW, from Dell Marketing L.P., of Round Rock, Texas, at an amount **not to exceed** Thirty Six Thousand One Hundred Sixty Eight and 90/100 Dollars (\$36,168.90).

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.

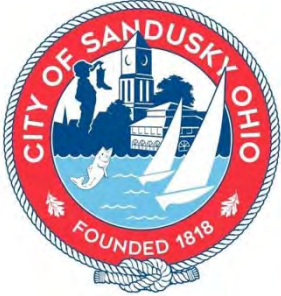
Section 3. This Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted 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: June 26, 2017



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

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

TO: Eric L. Wobser, City Manager

FROM: Hank S. Solowiej, CPA, Finance Director

DATE: June 13, 2017

RE: Commission Agenda Item

ITEM FOR CONSIDERATION:

Ohio Rev. Code Section 5705.40 states that any appropriation ordinance or measure may be amended or supplemented, provided that such amendment or supplement shall comply with all provisions of law governing the taxing authority in making an original appropriation and that no appropriation for any purpose shall be reduced below an amount sufficient to cover all unliquidated and outstanding contracts or obligations certified from or against the appropriation.

I am submitting amendment #3 to the 2017 General Appropriations.

BUDGETARY INFORMATION:

Appropriation amendments are required to update the budget for previous actions of the City. Examples include, but are not limited to:

- Issue 8 carryover funds for marketing & infrastructure
- Fire department donation account for donation received from Stein Foundation
- Sandusky Bay Initiative – allocate budget funds for staff payroll expenses
- Lincoln Street water & sewer replacement project
- Transit

ACTION REQUESTED:

It is requested the City Commission enact the ordinance and have it take immediate effect under Section 14 of the City Charter so that the budget amounts can be entered into the financial system and purchases can be made to continue the flow of city operations.

CC: Justin Harris, Law Director

ORDINANCE NO. _____

AN ORDINANCE ADOPTING AMENDMENT NO. 3 TO ORDINANCE NO. 17-064 PASSED BY THIS CITY COMMISSION ON MARCH 27, 2017, MAKING GENERAL APPROPRIATIONS FOR THE FISCAL YEAR 2017; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City Commission made general appropriations for the Fiscal Year 2017 Operating Budget by Ordinance No. 17-064, passed on March 27, 2017; and

WHEREAS, this City Commission adopted Amendment No. 1 to Ordinance No. 17-064 to cover deficiencies or needs which existed in the General, Transit, State & Federal Grants, Enforcement & Education, Capital Projects, Special Assessment, Water, Sewer, General Trust, and Park Endowment Funds by Ordinance No. 17-083, passed on April 24, 2017; and

WHEREAS, this City Commission adopted Amendment No. 2 to Ordinance No. 17-064 to cover deficiencies or needs which existed in the General, State, Capital Projects, Water, and Sewer Funds by Ordinance No. 17-097, passed on May 22, 2017; and

WHEREAS, this Ordinance has been prepared to cover other deficiencies or needs which exist in the General, Transit, Parks & Recreation, Capital Projects, and General Trust Funds; and

WHEREAS, amendments are required to adjust the budget for previous actions of the City; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to prevent delays in the use of the funds for an extended period of time and not restrict the operation of City departments; and

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

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

Section 1. Ordinance No. 17-064 passed by this City Commission on the 27TH day of March, 2017, be amended as hereinafter set forth:

	PERSONAL		
DEPARTMENT	SERVICES	OTHER	TOTAL
<hr/>			

FLEET MAINTENANCE	-	10,000	10,000
GENERAL FUND	-	10,000	10,000
OTPPP GRANT	0	25,000	25,000
TRANSIT FUND	0	25,000	25,000
PAVILION	1,000	5,000	6,000
RECREATION DEPARTMENT	(10,000)	10,000	0
PARKS & RECREATION FUND	(9,000)	15,000	6,000
LIONS PARK BEACH	0	370,000	370,000
SANDUSKY BAY INITIATIVE	25,000	(25,000)	0
ECONOMIC DEVELOPMENT		25,000	25,000
LINCOLN STREET		180,000	180,000
PUBLIC WORKS		250,000	250,000
CAPITAL PROJECTS FUND	25,000	800,000	825,000
FIRE	0	15,000	15,000
GENERAL TRUST FUND	0	15,000	15,000
TOTAL ALL FUNDS	16,000	865,000	881,000

Section 2. 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 3. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

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

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

and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

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

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

Passed: June 26, 2017



DEPARTMENT OF PUBLIC WORKS

AARON M. KLEIN, P.E.
Director

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

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: June 13, 2017

Subject: **Commission Agenda Item – Storm Sewer Easement at 216 East Water Street**

ITEM FOR CONSIDERATION: Legislation to grant an easement agreement with Wharehouse Properties, LLC for storm water drainage to be installed along the south side of the structure located at 216 E Water Street.

BACKGROUND INFORMATION: This easement agreement is necessary since a City parking lot directly abuts this portion of the structure where the proposed work is located. The proposed easement agreement will allow the property owner to install foundation drain tiles along the south side of the structure alleviating water infiltration into the basement. The easement includes enough area for excavation and equipment totaling 332.15 square feet within the City parking lot.

To help reduce water collecting near the structure, the City Street Department will perform the final asphalt repairs within the easement area ensuring positive drainage away from his building towards existing storm drains in the parking lot.

The proposed easement was carefully constructed to ensure compatibility between the interests of the residents of the City of Sandusky and the property owner. This proposal is in conjunction with other agenda items for economic development funding opportunities through the Development Department.

BUDGETARY INFORMATION: Wharehouse Properties, LLC will be responsible for recording fees associated with filing the Easement at the Erie County Recorder's office. There will be no impact on the City's budget to approve this easement. However, the city will spend a small amount of money purchasing asphalt for the surface repair.

ACTION REQUESTED: It is recommended that an easement agreement be approved and the necessary legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter in order for the necessary documents to be fully executed and recorded to allow the property owner to immediately move forward with completing the drainage project.

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 GRANT A PERPETUAL EASEMENT TO WHAREHOUSE PROPERTIES, LLC, FOR STORM WATER DRAINAGE PURPOSES; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, Wharehouse Properties, LLC, is the owner of property located at 216 E. Water Street and requests an easement for storm water drainage along the south side of a structure on the property directly abutting a City parking lot; and

WHEREAS, the proposed easement will allow the property owner to install foundation drain tiles along the south side of the structure to alleviate water infiltration into the basement of the structure and includes space for excavation and equipment totaling 332.15 square feet within the City's parking lot; 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 necessary documents to be fully executed and recorded and allow the property owner to immediately move forward with completing the drainage project; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Department of 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 grant a Perpetual Easement to Wharehouse Properties, LLC, for storm water drainage purposes, 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: June 26, 2017

PERPETUAL EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That, the City of Sandusky, a Municipal Corporation organized under the Laws of Ohio, herein referred to as the Grantors, whose tax mailing address is 222 Meigs Street Sandusky, Ohio, for and in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration paid by the **WHAREHOUSE PROPERTIES LLC**, the Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby **GRANT, BARGAIN, SELL, CONVEY, AND RELEASE** to the Grantee, its successors and assigns forever, a perpetual alienable Easement to install and maintain foundation drain tiles for said premises (real estate) situated in the County of Erie and State of Ohio, and described as:

SEE ATTACHED "LEGAL DESCRIPTION", INCORPORATED HERETO.

SEE ATTACHED EXHIBIT "A", INCORPORATED HERETO FOR ILLUSTRATION PURPOSES ONLY.

(all bearings stated above are assumed for the purpose of this description)

The Grantors claim title to the above described property by virtue of an instrument recorded with the Erie County Recorder in Deed Volume 264 page 14.

The consideration recited herein shall constitute full and final payment for said easement and all damages sustained and/or claimed by the Grantors, their executors, administrators, successors, and assigns, including but not limited to all damages to the remainder of the Grantor's real estate, that arise from or by reason of inspection or other proper and allowed acts as stated above, said damages include but are not limited to those known or unknown, those legal, equitable or otherwise and those direct, incidental or consequential.

TO HAVE AND TO HOLD said Easement, together with all rights and privileges belonging thereto unto the Grantee and its successors and assigns forever. This Easement together with all agreements, covenants, and other provisions recited herein, shall constitute a covenant running with the land for the benefit and use of the Grantee, its successors and assigns forever.

The Grantors and signatories hereto, hereby covenant that they are the true and lawful Owner of the above described real estate and have full power and authority to convey the same; that the same is free and clear from all liens and encumbrances whatsoever and that the Grantors will warrant and defend the title to the said easement against all lawful claims.

IN TESTIMONY WHEREOF, _____, the Grantors, have
executed this Perpetual Easement this _____ day of _____, 2017.

Eric Wobser, City Manager

STATE OF OHIO }
 }
COUNTY OF ERIE } ss:

Before me a Notary Public in and for said County, personally appeared the above named,
proper signatories for the Grantors, who acknowledged they did sign the foregoing instrument
and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of
_____, 201____.

Notary Public

THIS INSTRUMENT PREPARED BY:
Trevor M. Hayberger
City of Sandusky Assistant Law Director
222 Meigs Street
(419) 627-5852

NOTICE TO LEGISLATIVE
AUTHORITY

OHIO DIVISION OF LIQUOR CONTROL
6606 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2360 FAX(614)644-3166

TO

7730253	TRFO	SANDUSKY HOSPITALITY INC
PERMIT NUMBER	TYPE	DBA SOUTH SHORE INN
02 01 2014		2047 CLEVELAND RD PATIO & POOL
ISSUE DATE		SANDUSKY OH 44870
06 15 2017		
FILING DATE		
D5A D6		
PERMIT CLASSES		
22 077 B	F18660	
TAX DISTRICT	RECEIPT NO.	

FROM 06/19/2017

RECEIVED
JUN 19 2017
SANDUSKY CITY COMMISSION

42911440005		J M SCJARAPPA INC
PERMIT NUMBER	TYPE	DBA SOUTH SHORE INN
02 01 2014		2047 CLEVELAND RD PATIO & POOL
ISSUE DATE		SANDUSKY OH 44870
06 15 2017		
FILING DATE		
D5A D6		
PERMIT CLASSES		
22 077		
TAX DISTRICT	RECEIPT NO.	



MAILED 06/19/2017

RESPONSES MUST BE POSTMARKED NO LATER THAN. 07/20/2017

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 TRFO 7730253**

(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

Commerce Division of Liquor Control : Web Database Search

OWNERSHIP DISCLOSURE INFORMATION

This online service will allow you to obtain ownership disclosure information for issued and pending retail liquor permit entities within the State of Ohio.

Searching Instructions

Enter the known information and click the "Search" button. **For best results, search only ONE criteria at a time.** If you try to put too much information and it does not match exactly, the search will return a message "No records to display".

The information is sorted based on the Permit Number in ascending order.

To do another search, click the "Reset" button.

SEARCH CRITERIA**Permit Number**

7730253

Permit Name / DBA**Member / Officer Name****Search****Reset****Main Menu**

Member/Officer Name	Shares/Interest	Office Held
Permit Number: 7730253; Name: SANDUSKY HOSPITALITY INC; DBA: DBA SOUTH SHORE INN; Address: 2047 CLEVELAND RD PATIO & POOL SANDUSKY 44870		
SUNNY PATEL	1000.00	CEO

- [Ohio.Gov](#)
- [Ohio Department of Commerce](#)

[Commerce Home](#) | [Press Room](#) | [Forms](#) | [CPI Policy](#) | [Privacy Statement](#) | [Public Records Request Policy](#) | [Disclaimer](#) | [Employment](#) | [Contacts](#)

Kelly Kresser

From: Stephen Rucker
Sent: Tuesday, June 20, 2017 8:23 AM
To: Kelly Kresser; Casey Sparks; John Orzech
Subject: RE: Transfer of Liquor Permit

No issues from my office.



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, June 19, 2017 10:18 AM
To: Casey Sparks <csparks@ci.sandusky.oh.us>; John Orzech <JOrzech@ci.sandusky.oh.us>; Stephen Rucker <srucker@ci.sandusky.oh.us>
Subject: Transfer of Liquor Permit

Attached is a request to transfer a liquor permit from J. M. Scirappa, Inc. dba South Shore Inn, 2047 Cleveland Road to Sandusky Hospitality, Inc. dba South Shore Inn.

This is for a D5A (*spirited 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. for hotel or motel with 50 or more rooms for transient guests*) **and D6** (*sale of intoxicating liquor on Sunday between the hours of 10 a.m. or 11 a.m. and midnight*).

Please provide your comments to me by 5 p.m. Wednesday so this can be on next Monday's agenda.

Kelly Kresser

From: Casey Sparks
Sent: Wednesday, June 21, 2017 2:33 PM
To: Kelly Kresser
Subject: RE: Transfer of Liquor Permit

Kelly

The zoning department has no issues. The property is zoned as Local Business LB which permits the sale, serving, and consumption of soft drinks, juices, ice cream, beer, and wine.

From: Kelly Kresser
Sent: Monday, June 19, 2017 10:18 AM
To: Casey Sparks <csparks@ci.sandusky.oh.us>; John Orzech <JOrzech@ci.sandusky.oh.us>; Stephen Rucker <srucker@ci.sandusky.oh.us>
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Please provide your comments to me by 5 p.m. Wednesday so this can be on next Monday's agenda.

Kelly Kresser

From: John Orzech
Sent: Monday, June 19, 2017 10:23 AM
To: Kelly Kresser; Casey Sparks; Stephen Rucker
Subject: RE: Transfer of Liquor Permit

No issues with police, looks like it will be continued under South Shore Inn, just under a different LLC.

JOHN ORZECH | *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, June 19, 2017 10:18 AM
To: Casey Sparks <csparks@ci.sandusky.oh.us>; John Orzech <JOrzech@ci.sandusky.oh.us>; Stephen Rucker <srucker@ci.sandusky.oh.us>
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Please provide your comments to me by 5 p.m. Wednesday so this can be on next Monday's agenda.



Department of Community Development

Maria Muratori
mmuratori@ci.sandusky.oh.us

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

To: Eric L. Wobser, City Manager

From: Maria Muratori, Development Specialist

Date: June 14, 2017

Subject: Commission Agenda Item – Grant Agreements between City of Sandusky and Warehouse Properties, LLC.

Items for Consideration: Legislation approving Grant Agreements to be entered into between the City of Sandusky (“the City”) and Warehouse Properties, LLC (“Warehouse”), an Ohio Limited Liability Company, for the purposes of furthering economic development efforts in the City.

Background Information: Robert Hare, owner of Warehouse Properties, LLC, previously transformed the former Commercial Printing building at 212 E. Water Street into a well-appointed residence. Mr. Hare, through his association with Sandusky Renaissance Properties, LLC also orchestrated the financing, renovation and leasing of Zinc/Hearth Tavern/Boom Town Coffee at 213/215/217 E. Water Street. Given the proximity of his residence to what were originally blighted buildings, Mr. Hare completed the aforementioned renovations with the goal of eliminating blight and improving the 200 block of E. Water Street in terms of visual perspective and commercial relevance.

In 2006 when Mr. Hare and his wife purchased 212 E. Water, they also had to acquire the commercial warehouse at 216 E. Water Street. The warehouse is comprised of three distinct sections – a front office space (~900 SF), middle warehouse (~3800 SF), and a back warehouse (~3100 SF). The back warehouse will house CrossFit Sandusky, which will relocate from 301 W. Water Street.

In order to prepare the space for CrossFit Sandusky, the back warehouse will need building repairs, utility and lighting improvements and tenant specific bath and shower facilities. In addition, the project includes façade and site improvements including a new entrance at the Wayne Street parking lot, exterior masonry wall improvements (lintels, pointing, painting), new windows and exterior lighting. The completion of this project will retain a business within the City.

Total project costs are estimated at approximately \$135,000. I recommend that the City Commission approve two (2) grants for a total of \$22,500.00 to assist with the interior buildout and façade renovations. Grant amounts are as follows:

- Façade Grant:
 - Exterior Renovation = \$7,500.00
- Small Business Assistance grant:
 - Buildout = \$15,000.00
- Total = \$22,500.00

The above grants are conditioned upon the applicant complying with all Planning and Zoning codes and other applicable codes and regulations of the City and displaying signage noting the City of Sandusky's support. The projects are expected to be complete by December 31, 2017. The applications and grant amounts were approved at the April 11, 2017 and May 9, 2017 Economic Development Incentive Committee meetings, in accordance with the Sandusky City Economic Development Programs.

Budgetary Information: The City will be responsible for providing a total of \$22,500.00 in grant proceeds from the Economic Development Capital Projects Fund on a reimbursable basis at the completion of the project.

Action Requested: It is requested that the proper legislation be prepared to allow the City to enter into Grant Agreements with Warehouse. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter in order to immediately execute the grant agreement to allow Warehouse to move forward with budgetary planning and facilitate rehabilitation.

I concur with this recommendation:

Eric L. Wobser
City Manager

Maria Muratori
Development Specialist

Matthew D. Lasko, MUPDD, MSSA
Chief Development Officer

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

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND APPROVING A FAÇADE GRANT IN THE AMOUNT OF \$7,500.00 TO WHAREHOUSE PROPERTIES, LLC, IN RELATION TO THE PROPERTY LOCATED AT 216 E. WATER STREET; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, Robert Hare is the owner of Wharehouse Properties, LLC, and previously transformed the former Commercial Printing building at 212 E. Water Street into a well-appointed residence and through his association with Sandusky Renaissance Properties, LLC, also orchestrated the financing, renovation, and leasing of Zinc / Hearth Tavern / Boom Town Coffee at 213-217 E. Water Street; and

WHEREAS, in 2006 when Mr. Hare and his wife purchased 212 E. Water Street, they acquired the commercial warehouse at 216 E. Water Street which is comprised of three distinct sections (front office space, middle warehouse, and a back warehouse), and the back warehouse will be renovated to house CrossFit Sandusky, which will relocate from 301 W. Water Street; and

WHEREAS, in order to prepare the space for CrossFit Sandusky, the back warehouse will need building repairs, utility and lighting improvements, tenant specific bath and shower facilities, and in addition, the project includes façade and site improvements including a new entrance at the Wayne Street parking lot, exterior masonry wall improvements (lintels, pointing, painting), new windows and exterior lighting; and

WHEREAS, the City has determined that the development of the Property with the Project pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City and for the health and safety and welfare of its residents, and are necessary to improve the economic and general welfare of people of the City; and

WHEREAS, the Economic Development Incentive Committee met on May 9, 2017, and is recommending to approve a façade grant to Wharehouse Properties, LLC, in the amount of \$7,500.00 to assist with façade renovations; 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 Grant Agreement and allow the project to move forward with budgetary planning and facilitate rehabilitation; and

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

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

THAT:

Section 1. This City Commission authorizes and directs the City Manager to enter into a Grant Agreement with Warehouse Properties, LLC, for façade renovations for the purposes of furthering economic development, substantially in the same form as Exhibit "A", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Ordinance.

Section 2. This City Commission authorizes and approves the grant funding to Warehouse Properties, LLC, and the Finance Director is directed to deliver to Warehouse Properties, LLC, a draft in the sum of Seven Thousand Five Hundred and 00/100 Dollars (\$7,500.00) from the Economic Development Capital Projects Fund of the City of Sandusky pursuant to and in accordance with the terms of the Grant Agreement.

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's Commission and any of its committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements;

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

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

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

Passed: June 26, 2017

GRANT AGREEMENT

This Grant Agreement (the "Agreement") is made and entered into as of the ____ day of _____, 201____ between the CITY OF SANDUSKY, OHIO (the "City"), a municipal corporation and political subdivision duly organized and validly existing under the Constitution, its Charter, and the laws of the State of Ohio, and Wharehouse Properties, LLC ("the Company"), an Ohio Limited Liability Company.

WITNESSETH:

WHEREAS, the Company owns the property at 216 E Water Street ("the Property") and intends to renovate the back warehouse space into an area suitable for a CrossFit gym. CrossFit Sandusky has submitted a letter stating its intent to utilize the Property as its primary business location and further expressed its willingness to enter into a 60 month lease with the Company. The Company will make façade and site improvements including a new entrance at the Wayne Street parking lot, exterior masonry wall improvements (lintels, pointing, painting), new windows and exterior lighting, herein after referred to as the "Project"; and

WHEREAS, to induce the Project, the City has agreed to provide economic incentive grants to the Company to assist in the payment of a portion of the costs of the Project as further described in Section 1 hereof; and

WHEREAS, the City has determined that the development of the Property with the Project pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City and for the health and safety and welfare of its residents, and are necessary to improve the economic and general welfare of people of the City;

NOW THEREFORE, in consideration of the premises and the covenants contained herein, the parties hereto agree as follows:

Section 1. City Grant.

The City agrees to grant up to \$7,500.00 in the form of a Façade grant to the Company (the "City Grant") toward the costs of the Project, payable upon completion of the Project. The City Grant will be expensed from the Economic Development Capital Projects account (#431-4070-53000). This grant amount will not increase if the applicant chooses to make additional improvements not contemplated in the grant application. The City reserves the right to make adjustments to the awarded grant amount, if recommended by the Economic Development Incentive Committee, for substantive changes to the project scope only. Construction must be done in accordance with and to the reasonable satisfaction of the City, which includes, but is not limited to, compliance with all Planning and Zoning codes and other applicable codes and regulations of the City, including obtaining permits. Furthermore, the Company agrees to display a sign during construction and for at least one (1) year upon completion of the Project noting the City's support; and

The Company shall notify the City promptly following the completion of the Project consistent with this Section and provide the City with any documents it reasonably requests related to Project costs and construction. The City shall then promptly review those documents

and inspect the site and let the Company know if it has satisfied the conditions set forth in this Section and, if not, describe what is found to be deficient. In order to receive the City Grant, the Project will need to be completed by December 31, 2017.

The City shall pay the City Grant by check placed in the U.S. regular mail within fourteen (14) days following confirmation of the satisfactory completion of construction to the notice address provided in Section 6 below.

Section 2. Authority to Sign.

The Company and the City both represent that this Agreement has been approved by formal action of the duly authorized representatives of both parties.

Section 3. Assignment or Transfer.

The Company agrees that this Agreement is not transferable or assignable without the express, written approval of the City.

Section 4. Choice of Law.

This Agreement shall be governed and interpreted in accordance with the laws of the State of Ohio and the parties hereto agree that any dispute or other matter arising out of the interpretation or operation of this Agreement shall be determined in a Court of competent jurisdiction located within the State of Ohio and County of Erie.

Section 5. Binding Agreement.

This Agreement shall be binding on each of the parties and their respective successors and assigns.

Section 6. Miscellaneous.

(a) Notice. Any notice or communication required or permitted to be given under this Agreement by either party to the other shall be deemed sufficiently given if delivered personally or mailed by United States registered or certified mail postage prepaid or by overnight delivery and addressed as follows:

- (i) TO THE CITY: City Manager
c/o Development Specialist
City of Sandusky, Ohio
City Building
222 Meigs Street
Sandusky, OH 44870
- (ii) TO THE COMPANY: Warehouse Properties, LLC
216 E Water Street, PO Box 1070
Sandusky, Ohio 44870
Attention: Robert Hare

Any party may change its address for notice purposes by providing written notice of such change to the other party.

(b) Amendments. This Agreement may only be amended by written instrument executed by all parties.

(c) Effect of Agreement. This Agreement is signed by the parties as a final expression of all the terms, covenants and conditions of their agreement and as a complete and exclusive statement of its terms, covenants and conditions and is intended to supersede all prior agreements and understandings concerning the subject matter of this Agreement.

(d) Counterparts. This Agreement may be signed in several counterparts, each of which shall be an original, but all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF the parties hereto, by and through their duly authorized representatives, have executed this Agreement on behalf of the corporate entities identified herein, on the date first written above.

Wharehouse Properties, LLC
an Ohio limited liability company

By: _____
TITLE:

CITY OF SANDUSKY, OHIO

By: _____
City Manager

The legal form of the within instrument
is hereby approved.

Director of Law
City of Sandusky

CERTIFICATE OF DIRECTOR OF FINANCE

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

Director of Finance

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND APPROVING A SMALL BUSINESS ASSISTANCE GRANT IN THE AMOUNT OF \$15,000.00 TO WHAREHOUSE PROPERTIES, LLC, IN RELATION TO THE PROPERTY LOCATED AT 216 E. WATER STREET; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, Robert Hare is the owner of Wharehouse Properties, LLC, and previously transformed the former Commercial Printing building at 212 E. Water Street into a well-appointed residence and through his association with Sandusky Renaissance Properties, LLC, also orchestrated the financing, renovation, and leasing of Zinc / Hearth Tavern / Boom Town Coffee at 213-217 E. Water Street; and

WHEREAS, in 2006 when Mr. Hare and his wife purchased 212 E. Water Street, they acquired the commercial warehouse at 216 E. Water Street which is comprised of three distinct sections (front office space, middle warehouse, and a back warehouse), and the back warehouse will be renovated to house CrossFit Sandusky, which will relocate from 301 W. Water Street; and

WHEREAS, in order to prepare the space for CrossFit Sandusky, the back warehouse will need building repairs, utility and lighting improvements, tenant specific bath and shower facilities, and in addition, the project includes façade and site improvements including a new entrance at the Wayne Street parking lot, exterior masonry wall improvements (lintels, pointing, painting), new windows and exterior lighting; and

WHEREAS, the City has determined that the development of the Property with the Project pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City and for the health and safety and welfare of its residents, and are necessary to improve the economic and general welfare of people of the City; and

WHEREAS, the Economic Development Incentive Committee met on May 9, 2017, and is recommending to approve a small business assistance grant to Wharehouse Properties, LLC, in the amount of \$15,000.00 to assist with interior buildout costs; 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 Grant Agreement and allow the project to move forward with budgetary planning and facilitate rehabilitation; and

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

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

Section 1. This City Commission authorizes and directs the City Manager to enter into a Grant Agreement with Warehouse Properties, LLC, for small business assistance for the purposes of furthering economic development, substantially in the same form as Exhibit "A", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Ordinance.

Section 2. This City Commission authorizes and approves the grant funding to Warehouse Properties, LLC, and the Finance Director is directed to deliver to Warehouse Properties, LLC, a draft in the sum of Fifteen Thousand and 00/100 Dollars (\$15,000.00) from the Economic Development Capital Projects Fund of the City of Sandusky pursuant to and in accordance with the terms of the Grant Agreement.

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's Commission and any of its committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements;

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

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

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

Passed: June 26, 2017

GRANT AGREEMENT

This Grant Agreement (the "Agreement") is made and entered into as of the ____ day of _____, 201____ between the CITY OF SANDUSKY, OHIO (the "City"), a municipal corporation and political subdivision duly organized and validly existing under the Constitution, its Charter, and the laws of the State of Ohio, and Wharehouse Properties, LLC ("the Company"), an Ohio Limited Liability Company.

WITNESSETH:

WHEREAS, the Company owns the property at 216 E Water Street ("the Property") and intends to renovate the back warehouse space into an area suitable for a CrossFit gym. CrossFit Sandusky has submitted a letter stating its intent to utilize the Property as its primary business location and further expressed its willingness to enter into a 60 month lease with the Company. The Company will make concrete floor repairs, utility and lighting improvements and install tenant specific bath and shower facilities, herein after referred to as the "Project"; and

WHEREAS, to induce the Project, the City has agreed to provide economic incentive grants to the Company to assist in the payment of a portion of the costs of the Project as further described in Section 1 hereof; and

WHEREAS, the City has determined that the development of the Property with the Project pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City and for the health and safety and welfare of its residents, and are necessary to improve the economic and general welfare of people of the City;

NOW THEREFORE, in consideration of the premises and the covenants contained herein, the parties hereto agree as follows:

Section 1. City Grant.

The City agrees to grant up to \$15,000.00 in the form of a Small Business Assistance grant to the Company (the "City Grant") toward the costs of the Project, payable upon completion of the Project. The City Grant will be expensed from the Economic Development Capital Projects account (#431-4070-53000). This grant amount will not increase if the applicant chooses to make additional improvements not contemplated in the grant application. The City reserves the right to make adjustments to the awarded grant amount, if recommended by the Economic Development Incentive Committee, for substantive changes to the project scope only. Construction must be done in accordance with and to the reasonable satisfaction of the City, which includes, but is not limited to, compliance with all Planning and Zoning codes and other applicable codes and regulations of the City, including obtaining permits. Furthermore, the Company agrees to display a sign during construction and for at least one (1) year upon completion of the Project noting the City's support; and

The Company shall notify the City promptly following the completion of the Project consistent with this Section and provide the City with any documents it reasonably requests related to Project costs and construction. The City shall then promptly review those documents

and inspect the site and let the Company know if it has satisfied the conditions set forth in this Section and, if not, describe what is found to be deficient. In order to receive the City Grant, the Project will need to be completed by December 31, 2017.

The City shall pay the City Grant by check placed in the U.S. regular mail within fourteen (14) days following confirmation of the satisfactory completion of construction to the notice address provided in Section 6 below.

Section 2. Authority to Sign.

The Company and the City both represent that this Agreement has been approved by formal action of the duly authorized representatives of both parties.

Section 3. Assignment or Transfer.

The Company agrees that this Agreement is not transferable or assignable without the express, written approval of the City.

Section 4. Choice of Law.

This Agreement shall be governed and interpreted in accordance with the laws of the State of Ohio and the parties hereto agree that any dispute or other matter arising out of the interpretation or operation of this Agreement shall be determined in a Court of competent jurisdiction located within the State of Ohio and County of Erie.

Section 5. Binding Agreement.

This Agreement shall be binding on each of the parties and their respective successors and assigns.

Section 6. Miscellaneous.

(a) Notice. Any notice or communication required or permitted to be given under this Agreement by either party to the other shall be deemed sufficiently given if delivered personally or mailed by United States registered or certified mail postage prepaid or by overnight delivery and addressed as follows:

- (i) TO THE CITY: City Manager
c/o Development Specialist
City of Sandusky, Ohio
City Building
222 Meigs Street
Sandusky, OH 44870
- (ii) TO THE COMPANY: Warehouse Properties, LLC
216 E Water Street, PO Box 1070
Sandusky, Ohio 44870
Attention: Robert Hare

Any party may change its address for notice purposes by providing written notice of such change to the other party.

(b) Amendments. This Agreement may only be amended by written instrument executed by all parties.

(c) Effect of Agreement. This Agreement is signed by the parties as a final expression of all the terms, covenants and conditions of their agreement and as a complete and exclusive statement of its terms, covenants and conditions and is intended to supersede all prior agreements and understandings concerning the subject matter of this Agreement.

(d) Counterparts. This Agreement may be signed in several counterparts, each of which shall be an original, but all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF the parties hereto, by and through their duly authorized representatives, have executed this Agreement on behalf of the corporate entities identified herein, on the date first written above.

Wharehouse Properties, LLC
an Ohio limited liability company

By: _____
TITLE:

CITY OF SANDUSKY, OHIO

By: _____
City Manager

The legal form of the within instrument
is hereby approved.

Director of Law
City of Sandusky

CERTIFICATE OF DIRECTOR OF FINANCE

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

Director of Finance



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: June 15, 2017

Subject: Commission Agenda Item – Amendment #1 for Agreement with T&M for Brownfields

ITEM FOR CONSIDERATION: Requesting legislation authorizing the City Manager to enter into Amendment #1 for an existing Professional Services agreement with T&M Associates (T&M) to implement the community-wide Brownfields Assessment Grants received from the United States Environmental Protection Agency (US EPA).

BACKGROUND INFORMATION: The grant agreement between the City of Sandusky and US EPA, dated August 29, 2016, was for a combined award of \$200,000 for Hazardous Substance Assessment and \$200,000 for Petroleum Substance Assessment. Of the available funds, \$391,000 is allocated for contractual services. Ordinance 16-232, passed on December 27, 2016, approved an agreement with Mannik & Smith Group (MSG) for \$195,000. Ordinance 17-020, passed on February 13, 2017, approved an agreement with T&M for \$60,000. Therefore, \$136,000 (of the \$391,000 available) is not currently under contract.

Although they were rated second after review of Qualifications, staff recommended at the time not to award \$195,000 to T&M because one member of their staff had left the firm. The City requested additional information as to how that person's tasks would be handled and the review committee agreed to proceed with T&M. However, the contract was for a significantly reduced amount to ensure that we were comfortable with the quality of deliverables. If not, we could simply work with MSG only.

Because T&M did an exceptional job at the American Crayon facility, staff has gained confidence and recommends amending their contract for an additional \$100,000. This will bring their contract to \$160,000. Based on the potential size of unknown future projects, this will leave \$36,000 available to flexibly allocate to either consultant as those projects are brought forth by developers.

To date, work has progressed rapidly at the following locations. In fact, the US EPA is very happy and surprised at how quickly the dollars are being spent, especially since they are yielding the positive results already demonstrated at American Crayon and Sunoco.

Location	Firm	Scopes of Work	Costs to date
Meier's Winery 1702 Campbell St.	MSG	Site Eligibility, Phase I, Asbestos Survey	\$13,500.00
American Crayon 1706 Hayes Ave.	T&M	Site Eligibility, Phase I, Asbestos Survey, Sample Plan, Phase II	\$52,700.00
Sunoco 1651 Tiffin Ave.	MSG	Site Eligibility, Geophysical Investigation & Remedial Planning	\$ 4,500.00
			\$70,700.00

BUDGETARY INFORMATION: The Brownfields Grant will fund 100% of this contract. These dollars would have been spent from the City's Capital Fund accounts if the grant were not available.

ACTION REQUESTED: It is recommended that an ordinance for Amendment #1 for an existing professional services contract with T&M Associates for the Brownfields Assessment Grant Projects in the amount of \$100,00.00 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 continue progress and proceed quickly obtaining competitive quotes on properties as they arise.

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 APPROVE A FIRST AMENDMENT TO THE AGREEMENT WITH T & M ASSOCIATES OF CLEVELAND, OHIO, FOR PROFESSIONAL ENVIRONMENTAL SERVICES IN CONJUNCTION WITH THE USEPA BROWNFIELDS GRANTS RECEIVED FROM THE U.S. ENVIRONMENTAL PROTECTION AGENCY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City Commission authorized the filing of an application with the U.S. Environmental Protection Agency for Brownfields Grant funds to complete quality assurance plans, Phase I and Phase II environmental assessments, remedial action plans, training, inventory and city-wide eligibility assessments by Resolution No. 049-15R passed on November 9, 2015; and

WHEREAS, the City of Sandusky was awarded \$200,000.00 for Hazardous Waste Assessments and \$200,000.00 for Petroleum Assessments on August 29, 2016; and

WHEREAS, this City Commission authorized the City Manager to enter into an Agreement with Mannik & Smith Group, Inc., of Beachwood, Ohio, in the amount of \$195,000.00 by Ordinance No. 16-232, passed on December 27, 2016, and with T & M Associates of Cleveland, Ohio, in the amount of \$60,000.00 by Ordinance 17-020, passed on February 13, 2017, for professional environmental services in conjunction with the USEPA Brownfields Grants; and

WHEREAS, T & M Associates has done an exceptional job and this First Amendment will provide for an additional \$100,000.00 in funds for further services related to the City's Brownfields Program for a total amount of \$160,000.00 with T & M Associates, which will be paid with funds received through the Brownfields Grant; 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 continue progress and initiate spending when a property become available; and

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

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

Section 1. The City Manager is authorized and directed to enter into a First Amendment to the Agreement with T & M Associates of Cleveland, Ohio, for Professional Environmental Services for additional services related to the City's Brownfields Program in conjunction with the Brownfields Assessment Grants received from the U.S. Environmental Protection Agency, a copy of which is marked Exhibit "1" and attached to this Ordinance at an amount **not to exceed** One Hundred Thousand and 00/100 Dollars (\$100,000.00).

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: June 26, 2017

**FIRST AMENDMENT TO THE AGREEMENT
FOR
PROFESSIONAL DESIGN/ENGINEERING SERVICES**

This First Amendment to the Agreement for Professional Design/Engineering Services (this “Agreement”), made as of _____, 2017, by and between the City of Sandusky (the “City”), whose contact person shall be the Director of Engineering Services designated below or successor (the “City Engineer”), and T & M Associates (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 design/engineering services for the following project (the “Project”):

Project Name:	2016 – 2019 US EPA Brownfields Assessment Grant
City Engineer:	Aaron Klein, P.E.
Address:	Department of Engineering Services City of Sandusky 222 Meigs Street Sandusky, Ohio 44870
Architect/Engineer:	T & M Associates
Contact:	Donald Pinto, P.E., Ohio VAP CP
Address:	600 Superior Avenue East Suite 1300 Cleveland, OH 44114

NOW, THEREFORE, in consideration of the mutual promises contained in the Professional Design/Engineering Services Agreement executed on February, 22, 2017, the City and the Architect/Engineer agree as follows:

The Architect/Engineer shall perform additional tasks included in Attachment A as described therein, in accordance with the Professional Design/Engineering Services Amendment executed on _____, between the City and T & M Associates for a fee not to exceed **\$100,000.00.**

Signature Page to Follow

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

T & M Associates
("Architect/Engineer")

By: _____

CITY OF SANDUSKY

By: _____
Eric Wobser
City Manager

CERTIFICATE OF FUNDS

In the matter of: Agreement with T & M Associates

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the City of Sandusky 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: _____, 2017

CITY OF SANDUSKY

By: _____
Hank Solowiej
Finance Director

Account Number

Amount



DEPARTMENT OF PUBLIC WORKS

AARON M. KLEIN, P.E.
Director

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

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: June 14, 2017

Subject: **Commission Agenda Item – Professional Services with Foth Infrastructure & Environment, LLC for the Sandusky Bay Initiative Area 1 & 2 Project**

ITEM FOR CONSIDERATION: Legislation to enter into an agreement for professional services with Foth Infrastructure & Environment, LLC (Foth) of Madison, WI to perform work on the Sandusky Bay Initiative: Areas 1 & 2. This name will be redefined as we work through the project.

BACKGROUND INFORMATION: City Commission granted approval at the December 27, 2016, meeting via Ordinance No. 16-231 to enter in to an agreement with the Ohio Department of Natural Resources (ODNR) accepting \$1,000,000 from State Capital Funds to manage and coordinate projects as part of the Sandusky Bay Initiative. These funds are being used to fund the analysis, scientific investigation, engineering, design and possibly permitting work for up to four in-water beneficial reuse/habitat restoration projects in Sandusky Bay.

The City issued a formal Request for Qualifications and in which eight (8) submittals were received on March 24, 2017 and evaluated by a selection committee. The top five (5) ranked firms were contacted to interview in front of the committee on May 2, 2017. It was decided that it was best to award only three of the projects at this time and that those projects should be split between the two top ranked firms based on their ability and knowledge of the specific locations. For the Sandusky Bay Initiative: Areas 1 & 2 project, Foth was chosen as the top ranked firm based on their experience, professional expertise and past success with similar projects. A Scope of Services (SOS) dated June 15, 2017 is attached to the legislation as Exhibit "B".

The completion date of the agreement is June 30, 2018 so expediting the agreements would ensure scientific analysis of summer conditions could be performed in 2017.

BUDGETARY INFORMATION: The total cost of this agreement is \$650,000.00 but there is no financial impact to the City budget as all costs associated with this project will be paid through the ODNR State of Ohio Capital, Healthy Lake Erie Fund grant of \$1,000,000 received earlier this year.

ACTION REQUESTED: It is recommended that proper legislation be prepared to enter into a Professional Service Agreement with Foth Infrastructure & Environment, LLC for the Sandusky Bay Initiative Area 1 & 2 project be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City in order to execute the agreement so the consultant can initiate analysis of existing conditions this summer.

I concur with this recommendation:

Eric Wobser
City Manager

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

Proposal Memorandum #3

To: Aaron Klein, City of Sandusky

From: Donald Pinto, T&M Associates

Cc: Megan Stookey, City of Sandusky

Date: June 12, 2017

Re: Supplemental Environmental Site Assessment (ESA) Services under City of Sandusky's 2016 – 2019 US EPA Brownfields Assessment Grant

PURPOSE

The purpose of this proposal is to increase the Fee specified in the February 22, 2017 Agreement for Professional Services executed between the City of Sandusky and T&M Associates for the above-referenced project by **\$100,000**.

SCOPE OF SERVICES

T&M's scope of services is as detailed in **Exhibit A** of the February 22, 2017 Agreement for Professional Services. Depending on the brownfield property selected and the ESA activities requested by the City or warranted by the project, T&M's scope can include the following elements:

- Property Owner Access Agreement
- Site Eligibility Application to U.S. EPA
- Site Eligibility Application to State Fire Marshal (BUSTR)
- Phase I ESA
- Property-Specific SAP and HASP for U.S. EPA Approval
- Phase II ESA
 - Property Boundary Survey
 - Geophysical Survey
 - Soil Boring and Monitoring Well Installation
 - Investigative and QA/QC Sample Collection
 - Soil Gas Survey
 - Asbestos and Lead-Based Paint Surveys
 - Laboratory Analyses
- ACRES Updates

BUDGET AND SCHEDULE

For each new brownfield property selected by the City, T&M will prepare a Project Proposal for review and approval by the City before initiating the scope of work. The Project Proposal will include:

- Budget - The costs for T&M's services and for the subcontractors will be clearly defined.
- Schedule - To the extent possible, the schedule for T&M's activities will be aligned with the City's preferences.

For each Project, approval will be in the form of an executed **Notice to Proceed** received from the City.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES & SUBGRANT AGREEMENT WITH FOTH INFRASTRUCTURE & ENVIRONMENT, LLC, OF DE PERE, WISCONSIN, FOR THE SANDUSKY BAY INITIATIVE AREA 1 & 2 PROJECTS; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City Commission authorized and directing the City Manager to accept grant funds in the amount of \$1,000,000 from the Ohio Environmental Protection Agency through the Ohio Department of Natural Resources for costs associated with the Healthy Lake Erie Initiative Sustainable Sediment Management Pilot Project Expansion by Ordinance No. 16-231, passed on December 27, 2016, to be used to manage and coordinate four (4) in-water beneficial reuse/habitat restoration projects for the Sandusky Bay Initiative; and

WHEREAS, a Request for Qualifications (RFQ) was issued for projects for the Sandusky Bay Initiative in which eight (8) submittals were received, evaluated and ranked by a selection committee and subsequently the top five (5) ranked firms were interviewed by the selection committee; and

WHEREAS, the selection committee decided it was best to award only three (3) of the projects at this time and split the projects between the two (2) top ranked firms and based upon the firm's experience, professional expertise, past success with similar projects, and knowledge of the specific locations, it was determined Foth Infrastructure & Environment, LLC, was the most qualified for Area 1 & 2 projects and Biohabitats, Inc., was the most qualified for Area 3 project; and

WHEREAS, authorization to enter into a Professional Services & Subgrant Agreement with Biohabitats, Inc., is being requested in companion legislation; and

WHEREAS, the cost of the professional services is \$250,000.00 and will be paid with funds received from the Healthy Lake Erie Grant; 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 to allow the consultant to initiate analysis of existing conditions this Summer; 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 a Professional Services & Subgrant Agreement with Foth Infrastructure &

Environment, LLC, of De Pere, Wisconsin, for the Sandusky Bay Initiative Area 1 & 2 Projects, 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** Two Hundred and Fifty Thousand and 00/100 Dollars (\$250,000.00).

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: June 26, 2017

PROFESSIONAL SERVICES AGREEMENT:
SUBGRANT AGREEMENT
Healthy Lake Erie Grant Agreement
Project: Sandusky Bay Initiative, Project areas #1 and #2

This Subgrant Agreement is made and entered into by and between the City of Sandusky, Ohio (“City”) and the Foth Infrastructure & Environment, LLC (“Subgrantee”).

RECITALS

WHEREAS, in 2017, the City received a grant from the Ohio Department of Natural Resources (“ODNR”) to pay the costs associated with the Healthy Lake Erie Grant Agreement projects #1 and #2 as follows: #1, a nature based/living shoreline and nearshore wetland enhancement project along selected reaches of the south shore of Eastern Sandusky Bay, and #2, a local nature based/living shoreline and nearshore wetland enhancement project, adjacent to Cedar Point Causeway commonly known as the “Sandusky Bay Initiative” (the “Grant” or “Grant Agreement”); and

WHEREAS, Subgrantee requires funding from the City in the amount of Six Hundred Fifty Thousand Dollars (\$650,000.00) for the (“Project”); and

WHEREAS, ODNR has approved the Project for sub-grant funding;

NOW, THEREFORE, the parties mutually agree as follows:

1. Subgrant Purpose and Amount. The City agrees to provide to Subgrantee the amount of up to Six Hundred Fifty Thousand Dollars (\$650,000.00), (the “Subgrant” or “Subgrant Funds”) for payment of the Project costs.

The City agrees that Subgrantee is not beneficiary of the Grant, and is not responsible for any of the duties of the City as either a grantee or subgrantee. The Subgrantee is a professional services firm providing services to the City for the Project.

Subgrantee shall keep the City updated on the ongoing progress of the Project

2. Disbursement of the Subgrant.
 - a. Subgrantee shall request Grant disbursement payments by submitting to the City periodic pay requests for Project expenses that have been incurred. Subgrantee shall complete a Payment Request form (the “Payment Request”) which shall be attached to supporting documentation for such submitted expenses. Each Payment Request shall include a report that describes the progress and status of the Project.
 - b. Upon its receipt of Subgrantee’s Payment Request that contains all required information as determined by the City, the City will apply for payment from the ODNR. Subgrantee will

receive payment from the City within thirty (30) days after the City receives payment from ODNR.

- c. City agrees that it is responsible for the payment of Subgrantee's invoices within 60 days of receipt from Subgrantee, whether or not City receives payment from ODNR.
3. Compliance with the Grant Agreement. Subgrantee acknowledges that the Subgrant is funded pursuant to the Grant Agreement, the terms and conditions of which are attached as **EXHIBIT A** and that are incorporated into this Subgrant Agreement by reference. As a recipient of the Grant funds, Subgrantee agrees that it shall and will comply with all applicable terms and conditions of the Grant Agreement as they apply to a service provider to the City as grantee. Should any portion of Subgrantee's Payment Request be deemed by ODNR, or other agency with oversight of the Grant, to be ineligible for Grant funding due to the failure of Subgrantee to comply with the Grant Agreement, Subgrantee shall not hold the City liable or otherwise responsible for the payment of such ineligible amount.
4. Scope of Services; Applicable Law. The Architect/Engineer shall provide professional design 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. Basic Services to be provided by the Architect/Engineer shall consist of the services set forth in **Exhibit B** attached hereto and incorporated by reference herein as if fully rewritten.
5. Grant Closeout Report. Upon the completion of the Project or the expiration of this Agreement, whichever comes first, Subgrantee will submit to the City a Grant Closeout Report to substantiate the use of all Grant funds, including a certification from an authorized official that all Subgrant Funds were utilized as represented and that Project costs were paid in full. In addition, Subgrantee agrees that it will provide to the City a copy of the final Project design and related work products provided by the Subgrantee as consultant to the Grantee.
6. Retention of Project Records. As required in Section 10 of the Grant Agreement, all records pertaining to the Project shall be retained by Subgrantee for a period of not less than eighteen (18) years after the date of the Project closeout. All such records and supporting documentation shall be made available, upon request, for inspection or audit by the Auditor of State, ODNR, OEPA, and/or the City or their respective representatives, which audit could occur at any time, including before, during and after Project completion. The Subgrantee must obtain written approval from the City prior to destroying, or approving the destruction of, any Project records within the retainage period as defined above.
7. Subgrantee Project Manager. Subgrantee's Project Manager is Mike Raimonde, Project Manager, Michael.Raimonde@foth.com, 414-336-7902. The Project Manager shall be responsible for compliance with this Subgrant Agreement, the Grant Agreement, and the coordination and oversight of the Project.

8. City Agent. Aaron Klein, Director of Public Works, aklein@ci.sandusky.oh.us, is the manager of this Subgrant Agreement on behalf of the City. Subgrantee should contact him with any questions that it has about the Grant, Grant Agreement, this Subgrant Agreement, or the Project.
9. Site Access and Inspection. The City and ODNR shall have the right, but not the obligation, to enter and inspect the Project sites. When possible, the City and/or ODNR will provide Subgrantee with a twenty-four (24) hour notice. Subgrantee's Project Manager or his designee shall be available during a site visit to answer questions and otherwise assist. If the Project is not being implemented satisfactorily or substantially in accordance with the Grant Agreement and this Subgrant Agreement, as reasonably determined by the City or ODNR, the Subgrantee may be requested to remedy any deficiencies in such activities. The City is not obligated to submit any Payment Request to ODNR unless the deficiencies are remedied in a manner that the City reasonably determines is satisfactory. The City shall have the right, but not the obligation, to take any reasonable and appropriate action under the circumstances to cure any violation of the provisions of this Subgrant Agreement after first giving the Subgrantee no less than thirty (30) days written notice and a reasonable opportunity with the reasonable cooperation of Grantee to cure such violation.
10. Insurance Requirements. Subgrantee shall require that Project contractors obtain and maintain, for the term of the Project the insurance that is necessary and appropriate for the work being performed that will provide protection from claims which may arise out of or result from the Project work, whether performed by contractor or by anyone directly or indirectly employed by any of them to perform or furnish the work, or by anyone whose acts any of them may be liable. Each such policy shall name the City and the State of Ohio, Department of Natural Resources as additional insured parties.
11. Covenants of Subgrantee. Subgrantee represents and covenants that:
 - a. It has the full power and authority to enter into and carry out the duties contemplated by this Subgrant Agreement.
 - b. The Project will be performed in such a manner as to conform with all applicable regulations imposed by the federal, state or local governments, whether or not specifically identified or cited herein.
 - c. Subgrantee shall comply with the prevailing wage requirements of ORC Chapter 4115, as applicable.
 - d. The Project shall be implemented in a good and workmanlike manner.
 - e. Subgrantee shall be responsible for assisting the Grantee in obtaining all permits, licenses, approvals, certifications and inspections required by federal, state or local law, except those required to be taken out in the name of the City and to maintain such permits, licenses, approvals, certifications and inspections in current status during the term of this Subgrant Agreement.
 - f. Subgrantee shall comply with applicable equal opportunity laws. In addition, Subgrantee will undertake good faith efforts to give opportunities for qualified Small Business Enterprises (SBE), Minority Business Enterprises (MBE) and Women-Owned Business Enterprises (WBE) to perform work or otherwise provide services on the Project, as applicable. Subgrantee shall provide a report of such efforts at the request of the City.

- g. Subgrantee and its contractors/consultants shall comply with all applicable State and Federal laws regarding a drug-free workplace. Subgrantee shall make a good faith effort to ensure that employees on Subgrantee's property will not purchase, transfer, use or possess illegal drugs or abuse prescription drugs in any way.
 - h. Subgrantee shall not assign or attempt to assign, directly or indirectly, any of its rights under this Subgrant Agreement without the prior written consent of the City and ODNR.
12. Events of Default. In the event of a default by Subgrantee under this Subgrant Agreement, disbursements of this Subgrant shall immediately stop. If Subgrant Funds have been paid to Subgrantee and the City determines that Subgrantee has not performed in accordance with the terms and conditions of this Subgrant Agreement, Subgrantee shall return such improperly expended Subgrant Funds within thirty (30) days after demand by the City.
13. Personnel and Contractors. Subgrantee shall secure qualified personnel and/or contractors to complete the Project and Subgrantee shall make the provisions of this Subgrant Agreement binding on any such contractor. Notwithstanding any delegation of Project activities to a contractor, Subgrantee shall not be relieved of any legal responsibility for compliance with the requirements of this Subgrant Agreement.
14. Indemnification. To the fullest extent permitted by law, Subgrantee 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.
15. Term of Subgrant Agreement. This Subgrant Agreement shall terminate on June 30, 2018 or when the Project is completed, whichever comes first. Any Grant funds not expended by June 30, 2018 shall be forfeited.
16. Notices. All notices, requests or other communications hereunder shall be in writing and delivered electronically, via facsimile, personally or sent by United States Mail, registered or certified, return receipt requested, postage prepaid to the contact information below.

To the City:

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

Phone: 419.627.5829
Fax: 419.627.5933
E-mail: aklein@ci.sandusky.oh.us

To Subgrantee: Keith Summers, Client Director
Foth Infrastructure & Environment, LLC
2121 Innovation Ct, Suite 300
De Pere, WI 54115-5126
Phone: 920-497-2500
E-mail: keith.summers@foth.com

17. Waiver. Any waiver by the parties with respect to any of the terms and conditions of this Subgrant Agreement shall in no way constitute a waiver of any of the other rights or privileges granted hereunder.
18. Amendments. This Subgrant Agreement may not be amended or supplemented except by an instrument in writing executed by authorized representatives of both parties.
19. Severability. If any provision of this Subgrant Agreement is determined by a court 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 portion 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.
20. Captions. The captions and headings in this Subgrant Agreement shall be solely for convenience or reference and shall in no way define, limit or describe the scope or intent of any provisions or sections of this Subgrant Agreement.
21. Governing Law. This Subgrant Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.
22. Public Records. Subgrantee acknowledges that this Subgrant Agreement and other records in the possession or control of the City regarding the Project are public records under ORC Section 149.43 and are open to public inspection unless a legal exemption applies.
23. Certifications. By signature on this Subgrant Agreement, Subgrantee certifies that:
 - a. It has reviewed and understands the Ohio ethics and conflict of interest laws as found in Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43 and will take no action inconsistent with those laws. Subgrantee understands that failure to comply with Ohio's ethics and conflict of interest laws is, in itself, grounds for termination of this Subgrant Agreement;
 - b. No personnel who exercises any functions or responsibilities in connection with the review or approval of this Subgrant Agreement shall, prior to the completion of the Project,

voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to this Subgrant Agreement. Any such person who acquires an incompatible or conflicting personal interest on or after the effective date of this Subgrant Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest shall immediately disclose his or her interest to the City in writing. Thereafter, he or she shall not participate in any action affecting the Project, unless it is determined by the City that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

- c. To the best of its knowledge neither Subgrantee or any of its officers or directors, nor the spouse of any such person, has made contributions to the ODNR or the Governor in excess of the limitations specified in R.C. 3517.13.
- d. Subgrantee is not subject to a finding for recovery under R.C. 9.24 or it has taken the appropriate remedial steps required under such section or otherwise qualifies under that section.

IN WITNESS HEREOF, the parties have caused this Subgrant Agreement to be executed by their respective officers on the day and year set forth below.

City of Sandusky

Foth Infrastructure & Environment, LLC

By: _____
Eric Wobser
City Manager

By: _____

Date: _____

Date: _____

Witness: _____

Witness: _____

Witness: _____

Witness: _____

Approved as to Form: _____

Approved as to Content: _____

EXHIBIT A

Grant Agreement

EXHIBIT B

Scope of Work

**Healthy Lake Erie Grant Agreement
Between The City of Sandusky
And the
Ohio Department of Natural Resources**

This Grant Agreement (the "Agreement") is made and entered into by and between the State of Ohio, Department of Natural Resources, (the "ODNR"), acting by and through its Director, in cooperation with the Ohio Environmental Protection Agency (the "OEPA"), pursuant to Section 1501.01 of the Ohio Revised Code and Amended House Bill No. 497, passed by the 130th General Assembly of the State of Ohio and signed by the Governor of Ohio on 1 April, 2014 (effective date 1 July, 2014) and the City of Sandusky, Ohio, (the "Grantee").

All notices, demands, requests, consents, approvals and other communications required or permitted to be given pursuant to the terms of this Agreement shall be in writing.

- (a) with respect to Exhibit A
Project progress and
Completion reports:

Karl Gebhardt, Deputy Director
OEPA Lake Erie Programs
50 West Town St. Suite 700
P.O. Box 1049
Columbus, OH 43216-1049
Email: Karl.Gebhardt@epa.ohio.gov

- (b) with respect to project fiscal management:

Scudder D. Mackey, Chief
ODNR Office of Coastal Management
105 West Shoreline Drive
Sandusky, OH 44870
Email: Scudder.Mackey@dnr.state.oh.us

- (c) with respect to the project grantee:
Aaron Klein, Director of Public Works
City of Sandusky
22 Meigs Street
Sandusky, OH 44870
Email: aklein@ci.sandusky.oh.us

Pursuant to Amended House Bill No. 497, the 130th General Assembly of the State of Ohio has appropriated funds of which One Million Dollars (\$1,000,000.00) has been redirected and awarded to the Grantee for costs associated with the Healthy Lake Erie Initiative Sustainable Sediment Management Pilot Project Expansion, (hereinafter referred to as "Project").

The General Assembly has identified the Ohio Parks and Natural Resources Fund (Fund 7031), as the fund from which these monies will be disbursed.

The scope of service is set forth in Exhibit A, which is attached hereto and by reference fully incorporated into this Agreement, with the total amount funded subject to this agreement limited to the amount stated above.

NOW, THEREFORE, for the purposes of providing the funds to the Grantee pursuant to Amended House Bill No. 497 of the 130th General Assembly, the parties hereto agree as follows:

1. ODNR agrees to provide the Grantee One Million Dollars (\$1,000,000.00) via: a) a qualifying advance not to exceed one third of the total Project award, and b) subsequent reimbursements, to be used toward the total cost of the Project. In no event shall ODNR's payment to Grantee exceed One Million Dollars (\$1,000,000.00). Funds for this Project have been released by the Controlling Board as of November 14, 2016. Obligations of the State are subject to the provisions of Section 126.07 of the Ohio Revised Code. The ODNR reserves the right to confirm compliance with the disbursement schedule and limitations set forth in this Paragraph 1. Any funds provided under this Agreement that are not timely spent shall be returned with interest to the State of Ohio in accordance with paragraph 6 of this Agreement.
2. This Agreement will terminate on June 30, 2017, at which time the Grantee agrees that the Project will be completed. Upon written request, and subject to appropriation and renewal of funds by the State of Ohio, the agreement may be renewed and extended by the Parties.
3. The Project Grantee hereby represents and warrants that there are not now, and there will not be, any restrictions of record with respect to the Project, including without limitation, any encumbrances, liens or other matters, which would interfere with or otherwise impair the use of the property as a dredge sediments testing and innovation facility for the demonstration of feasibility and implementation of agricultural field improvements using dredged sediments as a sustainable alternative to open-lake dumping.
4. The Grantee shall be responsible for the administration of the Project. The Grantee shall have the full authority to contract with appropriate persons for the design and construction of the Project. The Grantee will secure all necessary permits and/or licenses for the Project. The Grantee warrants and certifies that it will cause the Project to be constructed with all reasonable speed and reasonably adhere to the submitted development timeline.

5. The Grantee, or its assigns approved by ODNR, shall be solely responsible for the operation, maintenance, and upkeep of the property or facilities acquired or developed pursuant to this Agreement.
6. If for any reason funds and/or interest on such funds acquired through this Agreement are required to be paid, repaid or remitted to the State of Ohio, such shall be remitted in full within forty-five (45) days of demand to:

Treasurer of the State of Ohio
30 East Broad Street, 9th Floor
Columbus, Ohio 43215

Any such remittance shall include a copy of this agreement. A copy of the cover letter transmitting the remittance to the Treasurer of State shall be sent simultaneously to the Auditor of State and ODNR.

7. On and after the date of this agreement, the Grantee agrees not to seek any determination of liability against ODNR or OEPA in the case of claim or suit arising from the Project including acquisition of property or any future condition, construction, operation, maintenance or use of property or facilities which may be developed in relation to the Project.
8. Prior to release of funds, Grantee will provide ODNR with a document that demonstrates that all employees or agents of Grantee who are responsible for maintaining or disbursing funds acquired through this Agreement will be fully bonded or insured against loss of such funds. The bonding agent or insurer shall be licensed to do business in Ohio. No part of the funds or interest acquired by Grantee through this Agreement shall be spent to obtain bonding or insurance. All funds acquired by Grantee through this Agreement shall be deposited in one or more financial institutions that fully insure, secure or otherwise protect the funds from loss.
9. The Grantee will assure compliance with all applicable Federal, State, and local laws and regulations pertaining to handling, management and accountability in relation to public funds, competitive bidding for public projects, procurement of equipment and materials, and the like.
10. The Grantee will keep and make all Project-related records available to the state Auditor or the Auditor's designee for a period of not less than eighteen (18) years after the date of Project closeout as described in Paragraph 5 above. The Grantee acknowledges that the Auditor of State, ODNR or OEPA may audit this Project at any time, including before, during and after completion.

11. The Grantee affirmatively states that Grantee is fully aware of the restrictions and guidelines for expending such funds and intends to comply fully with same. Grantee will implement appropriate monitoring controls to ensure that funds acquired through this Agreement and any interest thereon are expended in accordance with all applicable laws, rules and requirements.

12. The Grantee assures compliance with all applicable Federal, State and local laws and regulations, for the Project, including, but not limited to:

a. Prevailing wage pursuant to ORC Chapter 4115

b. Worker's Compensation

c. Equal Opportunity Laws

The Grantee agrees that it will fully comply with all state and federal non-discrimination laws and promptly comply with all requests and directions from the State of Ohio in this regard.

d. Domestic Steel pursuant to ORC 153.011

e. Environmental and Historical Preservation Laws and Regulations

The Grantee assures compliance with all applicable Federal, State, and local environmental and historic preservation laws and regulations pertaining to the Project.

f. Drug-free Workplace

The Grantee agrees to comply with all applicable State and Federal laws regarding a drug-free workplace. The Grantee will make a good faith effort to ensure that all contract employees, while working on Grantee's property, will not purchase, transfer, use or possess illegal drugs or abuse prescription drugs in any way.

g. Laws of Professional Design

The Grantee will comply with all laws that may require approval of the Project by a registered professional engineer, surveyor, architect or landscape architect.

13. The Grantee affirmatively represents and warrants to the State that it is not subject to a finding for recovery under R.C. 9.24, or that it has taken appropriate remedial steps required under R.C. 9.24 or otherwise qualifies under that section.

14. The State of Ohio reserves the right to terminate this agreement with 30 days' notice if the Grantee is unable to proceed with the Project described in the Project Agreement, or if Grantee violates any of the terms herein.
15. The Grantee will assure that monies expended under this Agreement are spent in conformity with their intended purpose as provided by Amended House Bill No. 497, 130th General Assembly and Chapters 151 and 154 of the Ohio Revised Code and all other laws that apply to expenditure of monies by the Grantee.
16. This Agreement may be modified if agreed to in writing by both parties.
17. The Grantee, by signature on this document, certifies that it: (i) has reviewed and understands the Ohio ethics and conflict of interest laws as found in Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43, and (ii) will take no action inconsistent with those laws. The Grantee understands that failure to comply with Ohio's ethics and conflict of interest laws is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State of Ohio.
18. No personnel of either Party who exercises any functions or responsibilities in connection with the review or approval of this Agreement shall, prior to the completion of the Work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to this Agreement. Any such person who acquires an incompatible or conflicting personal interest on or after the effective date of this Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest shall immediately disclose his or her interest to the other Party in writing. Thereafter, he or she shall not participate in any action affecting the Work, unless the other Party determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.
19. The Grantee hereby certifies that neither it nor any of its officers or directors, nor the spouse of any such person, has made contributions to the ODNR or the Governor in excess of the limitations specified in R.C. 3517.13.

20. Each provision hereof shall be separate and independent and the breach of any provision by either party hereto shall not discharge or relieve the other party from its obligations to perform each and every covenant to be performed by it hereunder. If any provisions hereof (or the application thereof to any person, firm or corporation or to any circumstances) shall be deemed invalid or unenforceable by any court of competent jurisdiction, the remaining provisions of this Agreement (or the application of such invalid provision to such persons, firms or corporations or circumstances other than those as to which it is invalid or unenforceable), shall not be affected thereby, and said provisions hereof shall be valid and enforceable to the fullest extent permitted by law.
21. This Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio.
22. A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.
23. Neither this Agreement nor any rights, duties or obligations hereunder may be assigned or transferred in whole or in part by the Grantee, without the prior written consent of the ODNR.
24. This Agreement contains the entire agreement between the parties hereto and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.
25. This Agreement is not binding upon the ODNR unless executed in full, and is effective as of the last date of signature by the ODNR.
26. All notices, consents and communications required hereunder (each, a "Notice") shall be in writing and shall be deemed to have been properly given when: 1) hand delivered with delivery acknowledged in writing; 2) sent by U.S. Certified mail, return receipt requested, postage prepaid; 3) sent by overnight delivery service (Fed Ex, UPS, etc.) with receipt; or 4) sent by fax or email. Notices shall be deemed given upon receipt thereof, and shall be sent to the addresses first set forth above. Notices sent by fax or email shall be effectively given only upon acknowledgement of receipt by the receiving party. Any party may change its address for receipt of Notices upon notice to the other party. If delivery cannot be made at any address designated for Notices, a Notice shall be deemed given on the date on which delivery at such address is attempted.

27. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

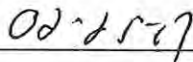
28. Any party hereto may deliver a copy of its counterpart signature page to this Agreement electronically pursuant to R.C. Chapter 1306. Each party hereto shall be entitled to rely upon an electronic signature of any other party delivered in such a manner as if such signature were an original.

IN TESTIMONY WHEREOF, the Grantee and the State have caused this Agreement to be executed by their respective officers duly authorized as of the date on which the Director of the Department of Natural Resources signs this Agreement.

FOR THE GRANTEE



Eric Wobser
Sandusky City Manager



Date

FOR THE ODNR



James Zehringer
Director



Date

Sandusky Bay Initiative Scope of Work

Introduction

Sandusky Bay encompasses approximately 64 square miles of open water in the western Lake Erie basin that receives runoff from nearly one million acres of land from the Sandusky River and numerous tributaries that drain directly into the Bay. The Sandusky Bay is a significant and unique bay ecosystem within the Great Lakes and holds some of the most significant coastal wetland systems in the Lake Erie basin. In addition to coastal wetlands, Sandusky Bay is a highly productive fishery area and serves as a centerpiece for public recreation and tourism. Sandusky Bay has been recognized as a priority management area for a number of initiatives including the Great Lakes Fishery Commission and the Great Lakes Water Quality Agreement, particularly with respect to fisheries management and nutrient reduction priorities.

The grant funds will be used to fund engineering and design work for multiple restoration and demonstration projects within Sandusky Bay that address State of Ohio LEPR plan priorities that include *nutrient pollution reduction, dredge material beneficial reuse and management, and in-water habitat restoration and species*. Several of these projects will beneficially reuse dredge material to restore in-water wetlands and improve nearshore habitat. Additional demonstration projects will test new coastal wetland habitat design and monitoring approaches that will enhance Sandusky Bay water quality and enhance coastal habitats (Figure 1). The final proposed project sites and fund allocations will be determined based upon responses to the RFQ and review by a Local Selection Committee. Potential project areas to be considered include, but are not limited to:

1. Nature-based/living shoreline and nearshore wetland enhancement project demonstrating the beneficial reuse of dredge material along selected reaches of the south shore of Eastern Sandusky Bay. The area under consideration is located east of the Sandusky Coal Dock in water depths ranging from 1 - 5 feet. (\$400,000)
2. Local nature-based/living shoreline and nearshore wetland enhancement project demonstrating the beneficial reuse of dredge material adjacent to the Cedar Point Causeway. Nearshore water depths range from 1 - 4 feet. (\$250,000)
3. Local nature-based/living shoreline and nearshore wetland enhancement project south shore of East Sandusky Bay. The East Sandusky Bay encompasses 900 acres of open water and the outlet of Pipe Creek. The project area encompasses approximately 200 acres of shallow open water and will be implemented with local partners including the ODNR Old Woman Creek Estuarine Research Reserve, Erie Metroparks, and the City of Sandusky. (\$150,000)
4. Subject to available funding, additional pilot projects or enhanced monitoring sites may be selected by the local partners (in collaboration with the State of Ohio) that will demonstrate and support the beneficial reuse of dredge material, nutrient reduction, water quality improvements, and in-water habitat enhancements (up to \$200,000). These pilot/demonstration projects may include:
 - a. A beach nourishment/dune creation for beach barrier restoration and enhancement project at the Sheldon Marsh Nature Preserve;
 - b. Flow through wetland creation and habitat enhancement project(s) associated with tributary outlets flowing into Sandusky Bay (e.g. mouth of Pipe Creek, Mills Creek, and Cold Creek); and/or
 - c. In-water wetland creation and habitat enhancement project(s) within the Edison Bridge corridor.

Exhibit A

Through dedicated state capital budget funding through the Healthy Lake Erie Fund (HLEF), the City of Sandusky will coordinate project management and administration of up to \$1,000,000 in HLEF funds towards consultant services for engineering, design, and permitting costs for up to four projects in the eastern portion of Sandusky Bay. These initial projects will complement overall objectives of the Sandusky Bay Initiative and will provide significant leveraging opportunities for future externally funded grant opportunities.

Services

The City of Sandusky will develop an RFQ process for consultant services and will administer these projects on behalf of the City of Sandusky and the State of Ohio. Project funds will be used to assess site conditions, evaluate potential designs, prepare engineering and design plans, and develop associated cost estimates for these projects. The following tasks outline the work to be performed under this Agreement. Preliminary discussions between the State of Ohio and the City of Sandusky will occur prior to implementation of these tasks.

Task 1: The City of Sandusky will develop an RFQ to identify and select project teams

The RFQ shall include a description of the goals and objectives of the Sandusky Bay Initiative, specifically how these projects will improve nearshore water quality and habitat and demonstrate the beneficial reuse of dredge material. The RFQ shall include a detailed description of work to be performed, schedule of Tasks, timeline with project milestones, cost estimates by Task, and deliverables. Prior to release, the draft RFQ shall be reviewed and approved by the State of Ohio.

The City of Sandusky shall:

- Advertise the RFQ through public notice with established timelines and schedule. An RFQ may be requested for each project;
- Establish a selection process and administer selection of consultant;
- Interview consultants, as needed; and
- Develop and administer sub-grant agreements with selected consultant(s).

Task 2: Project Administration of Sub-Grant Agreement(s)

- Administer invoicing and quarterly progress reports;
- Develop agendas and run meetings;
- Coordinate with consultant(s) and sub-consultant(s) team on project deliverables and associated milestones;
- Establish a stakeholder group for projects and/or Sandusky Bay Initiative;
- Coordinate stakeholder outreach and information and public participation; and
- Review all consultant work to ensure consistency with this Scope of Work.
-

Task 3: Agreement Administration with ODNR

- Establish ODNR payment and invoicing schedule for projects;
- Establish quarterly coordination with ODNR and other state agency partners;
- Provide quarterly progress reports/updates on project work; and
- Provide copies of completed work to ODNR upon completion of project.

Exhibit A

Draft example of tasks to be included in RFQ response.

<p>Task 1: Site Conditions and Analysis</p> <p>Meet with City, ODNR and stakeholders to gain all background knowledge and an understanding of historical information and future priorities. Identify site conditions and acquire data/information as it pertains to topographic surveying, bathymetric surveys, sediment and vegetation conditions, habitat and species conditions, open water conditions including wave and fetch, weather and water level patterns and associated open water and adjacent land uses and compatibility. Property information including plat and existing submerged land leases. Identify immediate and long term data gaps for this and possibly future projects.</p>
<p>Task 2: Establish Habitat and Restoration Goals and Targets for Site Design</p> <p>Present information obtained in Task 1 to City, ODNR and stakeholder groups (when needed) to develop end goals and targets for each project. Develop long-term evaluation criteria on a project-by-project basis and for the overall Sandusky Bay Initiative. Goals and targets must meet current planning documents, regulations and programs established by the City and ODNR and any other regulatory agency.</p>
<p>Task 3: Site Design Concepts</p> <p>Develop no less than two concept design options for each individual site based upon goals, targets, and site conditions established in Tasks 1 and 2.</p>
<p>Task 4: Site Engineer Plans and monitoring requirements</p> <p>Develop 50%, 90% and 100% engineered plans, material specifications and other documents required for bid, construction and/or permitting. Consultant team(s) must also create short-term and long-term monitoring requirements for each project based on Tasks 1, 2 and 3. Plans shall include proposed sequencing of major events during construction. Develop list of monitoring requirements and possible plan modifications between final design and construction in case the project is not immediately implemented.</p>
<p>Task 5: Implementation and Operations Plan</p> <p>Develop an implementation and coordination plan including logistics for beneficial reuse of dredged material, if applicable, during construction.</p> <p>Develop minimum annual post-construction Management, Operation, Maintenance & Monitoring (MOMM) requirements to be included by the final contractor in a final MOMM Plan. It is understood that some requirements would be established by the manufacturer of certain materials. Continual reuse of dredged material shall be considered for all MOMM plans.</p>
<p>Task 6: Identify and complete any permitting requirements <i>(subject to available funding)</i></p>
<p>Task 7: Cost Estimates for Implementation</p> <p>Cost Estimates must be established at each phase described in Tasks 3 and 4, including a final engineer's estimate for the design project. A cost estimate shall also be established for MOMM Plan based on task. Consultant shall make recommendations for potential outside funding options.</p>

Sandusky Bay Initiative – General Area

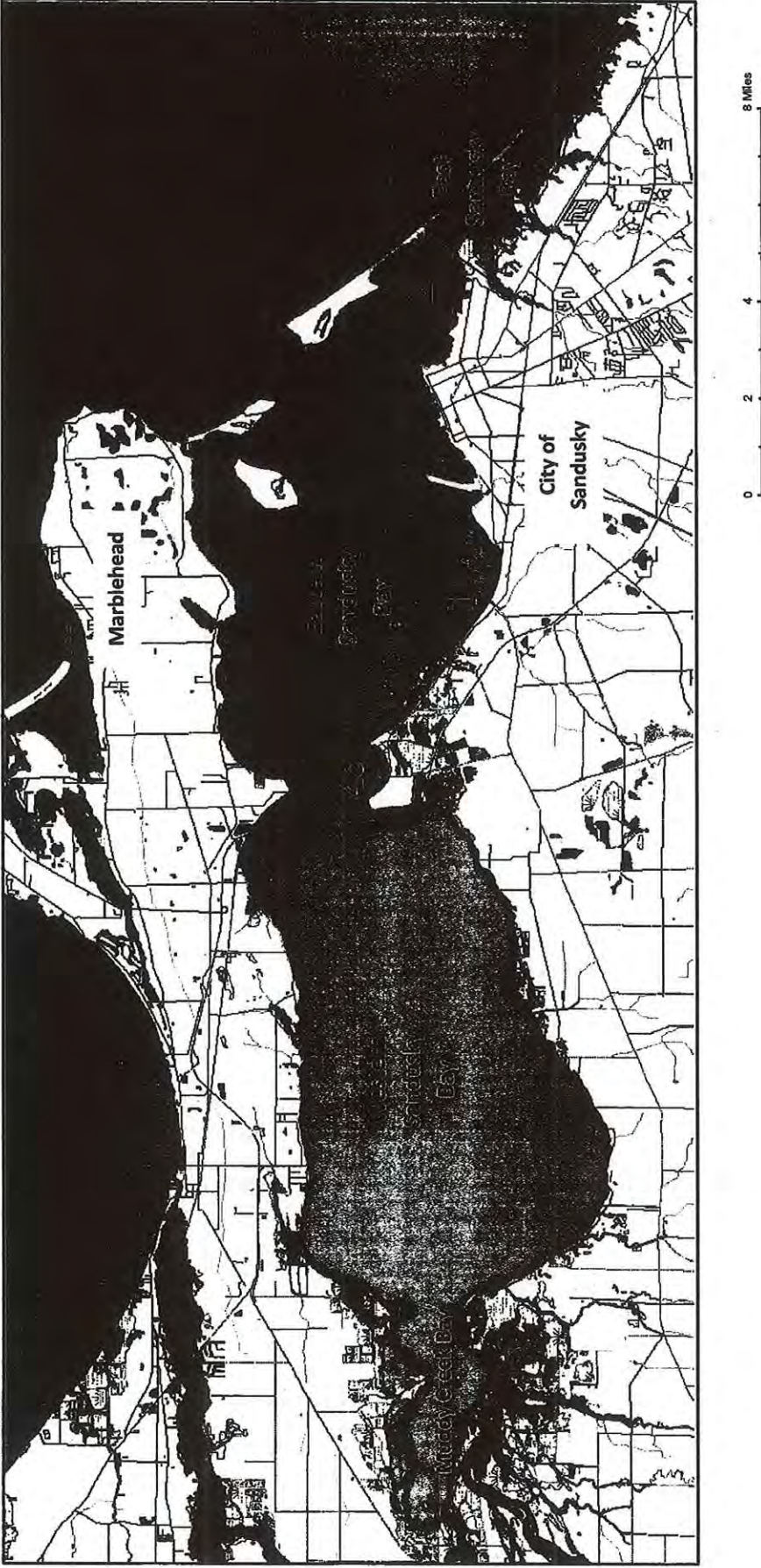


Figure 1. Location of potential HILEF funded projects for the Sandusky Bay Initiative - City of Sandusky grant agreement.

Sandusky Bay Initiative Projects 1 and 2

Scope of Services

The purpose of the Sandusky Bay Initiative is to restore aquatic habitat in Sandusky Bay. The objectives include the beneficial reuse of dredged material to restore in-water coastal wetland habitats, improvement to near-shore water quality by reducing nutrient and suspended sediment loads, and enhancement to wildlife, waterfowl, and fisheries habitat.

The work under the Sandusky Bay Initiative is limited to funding through the Healthy Lake Erie Fund. The City of Sandusky (**City**) is the local restoration partner in contract with the ODNR to conduct investigation and design projects to help restore aquatic habitat by developing innovative designs within Sandusky Bay. A goal is to beneficially reuse dredged materials which will help to eliminate the need for open-lake disposal of dredged material from the Sandusky navigational channel.

The **City** has selected two project areas (referred to here as Project 1 and 2, “Projects”) that are to be designed by the **Engineer** to provide the beneficial re-use of dredged material. The projects are within the greater Sandusky Bay and Lake Erie system. Project Area 1 is identified as a “nature-based/living shoreline and nearshore wetland enhancement project” located along selected reaches of the south shore or Eastern Sandusky Bay west of the Sandusky Coal Dock in water depths of 1-5 feet. There will be constraints posed on the Project 1 area such as submerged lands leases and easement limitations which will be identified by the **Engineer** during the project. Project Area 2 is identified as a “local nature-based/living shoreline and nearshore wetland enhancement project” located adjacent to the Cedar Point Causeway in water depths of 1-4 feet. As with Project 1, there will be constraints posed on the Project 2 area such as submerged lands leases and easement limitations which will be identified by the **Engineer** during the project.

Task 1 — Site Conditions Analysis

As discussed below, the **Engineer** will review certain available data, evaluate site conditions and key information identified during data collection, and will interview key stakeholders to build a framework of understanding of the needs of the projects. The **Engineer** will identify relevant data gaps that can reasonably be filled before extending the work further into design development.

Task 1.1 Pre Kickoff Meeting Activities

The **Engineer** assumes that the stakeholders are defined as three separate groups. The first group, identified as the Steering Committee, will consist of the members of the project selection committee. The second group, identified as the Stakeholder Group, will include the Steering Committee and up to six (6) additional members selected at the discretion of the **City**. The third group consists of the City of Sandusky Commission and members of the interested public.

The City will provide the data that is currently available for review and the Engineer will be able to rely on the data provided.

The **Engineer** will arrange for a kickoff meeting held at the **City's** location to which the Steering Committee would be invited. The objectives of the meeting are to discuss the scope of the work and discuss the purpose and targets of the work. This meeting will be held in the morning with a maximum duration of 4 hours.

At the discretion of the **City**, following the morning meeting, the **Engineer** will arrange for a meeting held at the **City's** location to which the Stakeholder Group, which includes local knowledge and expertise, would be invited. The objectives of the meeting are to discuss the scope of the work and discuss the purpose and targets of the work. This meeting will be held in the afternoon with a maximum duration of 4 hours.

Task 1.2 Data Gap Analysis

Based on the data that are collected, the **Engineer** will identify data gaps and prioritize the relative need to acquire those data. The data gap analysis will be provided to the **City** and it will be the **City's** responsibility to provide those data if it is available. Data will be reviewed in a desktop study followed by a field study generally as follows:

Desktop

1. Cultural

The **Engineer** will coordinate with the Ohio Historic Preservation Office as required by Section 106 of the National Historic Preservation Act as part of the U.S. Army Corps of Engineers permit coordination. Phase 1 and Phase 2 Cultural Resource Studies are not included in the scope of services.

The **Engineer** will review current and potential recreational activities at each project site relating to land use, boating, recreational fishing, birding, pedestrian/bike access, etc.

The **Engineer** will review current property ownership in the vicinity of the project areas. It is understood that shoreline property is under various ownership in the area of each project. Up to 14 properties may have littoral rights to the project area included in Site 1. The **City** shall be responsible for securing access to upland properties for field work and securing littoral rights for construction of the proposed improvements.

2. Habitat and Biology

The **Engineer** will review the existing ecological habitat, biological fish and benthic community data, and prepare the metrics for comparing future improvements. This will include linking the observed ecological data with the water quality data collected.

The **Engineer** will research and summarize the historic and existing ecological character of the project areas; the ecological context of the project areas from a landscape conservation perspective; and environmental stressors and opportunities for restoration. The characterization will be based on existing documentation, and other data provided by stakeholders. The **Engineer** will pay particular attention to the historic, existing and potential habitat for wildlife.

Based on the findings, the Engineer will prepare a preliminary matrix summarizing habitat and biological attributes to be considered in evaluating and prioritizing design approaches. It is the City's responsibility to review the preliminary matrix, or direct changes to the matrix.

3. Existing Physical Data

The **Engineer** will review the following:

1. NOAA Charts
2. USACE Project Condition Surveys
3. Existing Submerged Lands Leases
4. Past permits for shore structures
5. NOAA historic water level data
6. USACE Wave Information Station Data
7. Existing Geotechnical Data

The **Engineer** will facilitate data collection and trend analysis. The **Engineer** will add linkage to model components and incorporate data into the site models.

4. Dredged Material

The **City** will provide necessary information on the chemistry and geotechnical properties of the dredged materials that are assumed to be reused in the construction of the Project, if available. The **Engineer** will review the provided data. The **Engineer** will rely on available data provided by the **City** to evaluate the quality and quantity that will be used in the construction of the Project.

The **Engineer** will begin to identify logistical and lead-time components related to construction planning. These components will include consideration of material handling and transportation, site operations management, personnel scheduling, and contracting and procurement.

5. Water Quality

The **Engineer** will review available and relevant water quality data, including sediment, nutrient and water clarity data, which will be used to inform adaptations of the model described below and the design. The **Engineer** will coordinate with appropriate partners also collecting data on Sandusky Bay.

Field Activities

1. Habitat and Biology

The **Engineer** will complete an ecological site assessment of the two project areas documenting the character, composition and cover of existing plant communities, and the landscape conservation context of the projects.

2. Physical Nature of the Project Sites

The **Engineer** will provide a site topographic map to produce contours using orthomosaic imagery (orthophoto) using a multirotor UAS. The **Engineer** will deploy field surveying teams under the direction of professional surveyors to perform a bathymetric survey of the nearshore in the area of each project. Bathymetric surveys will be performed with a global positioning system enabled single beam echo sounder mounted to a survey boat. The **Engineer** will develop seamless DEM's of the project site.

3. Geotechnical

The Engineer will advance soil borings to obtain subsurface information in the project areas. It is anticipated at up to four soil borings will be advanced at each project area. Where possible, soil borings will be advanced from land. Considering the limited land access at both project sites, it is anticipated that up to four of the borings may need to be advanced over water, requiring specialized marine equipment. The Engineer will engage a marine contractor to provide the required equipment to support the geotechnical investigation. An allowance of \$18,000 is included in the design fee for soil borings. A detailed drilling program will be developed based on the preliminary design concepts.

The **Engineer** will review the information developed during the drilling program which will serve as the basis for preparing the recommended approach. If the **Engineer** determines that the borings indicate unusual conditions, the **Engineer** may recommend additional services which may include additional borings. Additional services are not part of this Scope of Services. The **Engineer** will use the information provided in the boring logs in the design and cost planning of the project.

The project design will be based on site conditions as they existed at the time of the drilling and assume that the exploratory borings are representative of the subsurface conditions of the whole site. If, during detailed design or construction, subsurface conditions are found which are significantly different from those observed in the exploratory borings, the **Engineer** should be advised so that the conditions can be reviewed. Recommendations and designs may be reconsidered if warranted by site conditions. If there is a substantial lapse of time between the submission of the design and the start of work at the site, or if conditions have changed due to natural causes or construction operations at or adjacent to the site, the **Engineer** should be advised.

4. Dredged Material

No field work will be conducted regarding the dredged material. The **Engineer** will rely on the data provided by the **City, when available**, regarding geotechnical and chemical properties of the dredged material. The geotechnical and chemical data will be used to inform the design basis, specifications, and plans for contractor bidding and Project construction. The analytical results will be used to establish baseline and operating conditions that may affect the efficacy of the future performance of the Project construction areas.

5. Modeling

The **Engineer** will perform a meteorological and ocean (metocean) analysis to develop the design water level and wave conditions for each project site. The metocean analysis will include a detailed water level analysis utilizing historical and recent water level records to determine the frequency of occurrence of extreme water levels. The statistics will summarize the results for 2, 5, 10, 25, 50 and 100-year design return events. Based on the range of design water levels selected for each project and historical wind data, the **Engineer** will perform a nearshore wave analysis to determine fetch and depth limited wave characteristics to select a range of design waves to be considered for each project. The metocean analysis will also include a qualitative regional sediment transport analysis to determine the sedimentation and littoral drift patterns in the area of each project.

Engineer understands that other organizations are performing modeling activities in Sandusky Bay and **Engineer** will coordinate additional modeling activities with the **City** and other relevant partners. Hydrodynamic and water quality modeling output both from partners and **Engineer** supported model will be used to inform and support the design process. The adaptation of model framework and output by the **Engineer** will be used to develop design criteria and compare design concepts under subsequent tasks. Water quality improvement, including sedimentation and clarity and beneficial reuse of dredged materials from Sandusky Harbor aimed at establishing coastal wetlands are primary goals of the **City** with implementing the Project. The model will be applied to the Project to develop expectations of the incremental local water quality improvements and how they will impact the overall water quality and aquatic ecosystem within the larger Sandusky Bay. The **Engineer** will utilize the model to develop a framework for a decision matrix based on the design criteria, input from the other project team members and the **City**, and other site specific factors.

The **Engineer** will provide a technical memo summarizing the gaps and the setup, limitations, assumptions, and results of the adapted EFDC water quality model of the existing conditions.

6. Review of Data Collection and Support

The **Engineer** will use information compiled, collected and summarized to prepare an “opportunities and constraints” graphic. The graphic will document existing physical, biological and cultural factors that could or will influence design, and the subsequent implementation and maintenance of the restored project areas.

Task 2 — Establish Habitat and Restoration Goals and Targets for Site Design

The **Engineer** will take what it has learned from prior tasks and refine a preliminary matrix of suggested habitat and restoration goals for site design. The **Engineer** will convene a Stakeholder Group meeting to discuss the findings and validate recommendations that would be used to proceed into conceptual design.

For each primary pollutant or aquatic physical parameter the **Engineer** will identify the target aquatic concentration or other metric at which water quality standards or other project-specific criteria would be expected to be met. The methodology by which these metrics will be identified will be developed by the **Engineer**. Pollutant performance metrics will be developed and applied objectively across the Project area, and at certain locations identified under this task. These targets and the methodology by which they were developed will be documented in a technical memorandum and submitted to the **City**.

The **Engineer** will develop graphical sketches that represent conceptual approaches for the restoration of the two project areas. The **Engineer** will prepare a matrix of goals and targets along with an opportunities and constraints analysis to aid in establishing habitat and restoration goals and targets for site design.

The **Engineer** will assist in identifying the critical ecosystem functions and the relevant water-quality metrics to develop design criteria to evaluate the performance of the Projects. The adapted hydrodynamic and water quality model developed under Task 1 will be used to inform the design criteria development process, by informing the project team of the existing conditions in Sandusky Bay, and the potential outcomes that can be evaluated using the model. Limitations in the design tools will be identified during this process to inform the project team and the **City** of the potential for uncertainty and risks associated with the projects.

Task 2.1 Meeting with Steering Committee

The **Engineer** will meet with the Steering Committee to present the project goals, targets, and evaluation criteria to the **City**. The **Engineer** will refine the suite of the sketches (described above). These graphics may include a plan view, general planting zones, typical cross sections, and habitat structures. The outcome of this work will be selection of one approach for each of the project areas which will be moved forward to Task 3.

Task 2.2 Documentation

The **Engineer** will document the project habitat and restoration goals defined under this task, including refinement of the matrix with the proposed habitat and restoration goals, and project design criteria. The **Engineer** will assist in developing the proposed preliminary post-construction monitoring plan and goals.

Task 3 — Conceptual Site Design

The **Engineer** will develop the conceptual approaches identified in Task 2. The **Engineer** will use historic ecological conditions including identified reference sites and identified opportunities and constraints specific to the project areas to develop design concepts.

Task 3.1 25% Design (Conceptual Design)

The **Engineer** will render one concept for each of the two project areas. The renderings will be overlaid on base maps. The renderings will include a plan view showing planting zones, armoring and habitat structures, and typical cross sections. The **Engineer** will run the adapted hydrodynamic and water quality model iteratively for design changes to evaluate the project impacts and compare with the criteria developed under Task 2.

Task 3.2 25% Design Meeting

The **Engineer** will participate in a Conceptual Design Meeting (25% Design Meeting) with the Steering Group. The meeting will be conducted over a one day period.

Following the 25% Design Meeting, the **Engineer** will prepare a Basis of Design Report which will include descriptions of the preliminary design concepts, the selected approaches with approximate implementation schedules, opinion of probable construction costs, a summary of the evaluated alternative for each site, and updates to the goals, targets, monitoring requirements. The **Engineer** will include the evaluation of the expected project impacts on the water quality as developed by the water quality model.

Task 4 — Site Engineering Plans and Monitoring Requirements

The **Engineer** will prepare detailed plans, specifications for project implementation. Short- and long-term monitoring requirements and a sequence of milestones for construction will be established. The **Engineer** will develop 50% and 90% Designs for review by the **City**.

As specified below, the Steering Committee and Stakeholder Group will be provided the opportunity to review and provide input to the designs. Important to the 90% Design is that it may be some time before the projects are constructed. As such, plan modifications might be required following completion of the 90% Design as a result of comments or conditions set forth in permit agreements. Such required modifications are not included in this Scope of Work.

Task 4.1 - 50% Design

The **Engineer** will prepare design drawings and an outline of the technical specifications. The **Engineer** will prepare a draft implementation schedule, an outline of short and long term monitoring requirements with benchmark goals to meet Project objectives, and model runs to

confirm expectations of the Project performance. The **Engineer** will also prepare presentation materials. The presentation materials will be renderings for each of the two project areas overlaid on base maps. The renderings will include a plan view showing planting zones, armoring and habitat structures, and typical cross sections.

Task 4.2 - Review with the Steering Committee and Stakeholder Group

The **Engineer** will review the 50% Design with the **City**, Steering Committee and Stakeholder Group.

Task 4.3 - Develop 90% Design & Specifications

The **Engineer** will design text and technical specifications. The **Engineer** will prepare a final implementation schedule, monitoring plan with benchmark goals to meet Project objectives, and model runs (if needed) to confirm the project performance.

Task 4.4 - Review with the Steering Committee and City Commission

The **Engineer** will review the 90% Design with the **City** and the Steering Committee. Following review with the **City** and on the same day, the **Engineer** will present the 90% Design at a City Commission meeting arranged for by the **City**.

Task 4.5 - Finalize 90% Design

Based on input from the above review, the **Engineer** will finalize the 90% Design.

Task 5 — Implementation and Operations Plan

The **Engineer** will develop plans for the implementation and operations of the work to move the dredged material into the project areas and establish appropriate coastal vegetation. A draft will be prepared at the 50% Design stage and a final will be prepared at the 90% design stage. The **Engineer** will develop post-construction management, operation, maintenance, and monitoring requirements with a goal toward continued reuse of dredged material to sustain and improve long-term water quality, minimize weeds such as Phragmites, and maximize native plantings.

Task 6 — Identify and Complete Permitting Requirements

The **Engineer** will perform an assessment of the regulatory requirements for each project. It is anticipated that the proposed projects will likely require authorization from the U.S. Army Corps of Engineers pursuant to Section 404 of the Clean Water Act and Section 10 of the Rivers

and Harbors Act and a water quality certification from the Ohio Environmental Protection Agency pursuant to Section 401 of the Clean Water Act. A Shore Structure Permit, Submerged Lands Lease and Federal Consistency Certification from the Ohio Department of Natural Resources will also likely be required. Authorization for Private Aids to Navigation may also be required from the U.S. Coast Guard for any navigation markers required on new structures.

Preliminary research suggests regulatory issues related to littoral rights to the project areas may be a considerable design constraint. It is understood that the **City** does not currently have ownership of the upland property adjacent to the project areas. An interest in the upland property is required to obtain a Submerged Lands Lease. This will either require the leases to be executed by the upland property Cities or the execution of an easement granting the **City** interest in the upland property.

Considering the potential littoral rights issues and typical regulatory review periods, it is not anticipated that permits can be secured prior to June 30, 2018. Therefore, the scope of work for this project will be limited to the following:

1. Coordination with the U.S Army Corps of Engineers, Ohio Department of Natural Resources, Ohio Environmental Protection Agency and U.S. Coast Guard regarding the proposed design and regulatory requirements.
2. Identifying potential littoral rights issues to be resolved.
3. Assessing regulatory requirements and potential permitting strategies.
4. Preparing a matrix of regulatory requirements related to specific project features.
5. Preparing an outline of tasks required to secure permits for the proposed projects.

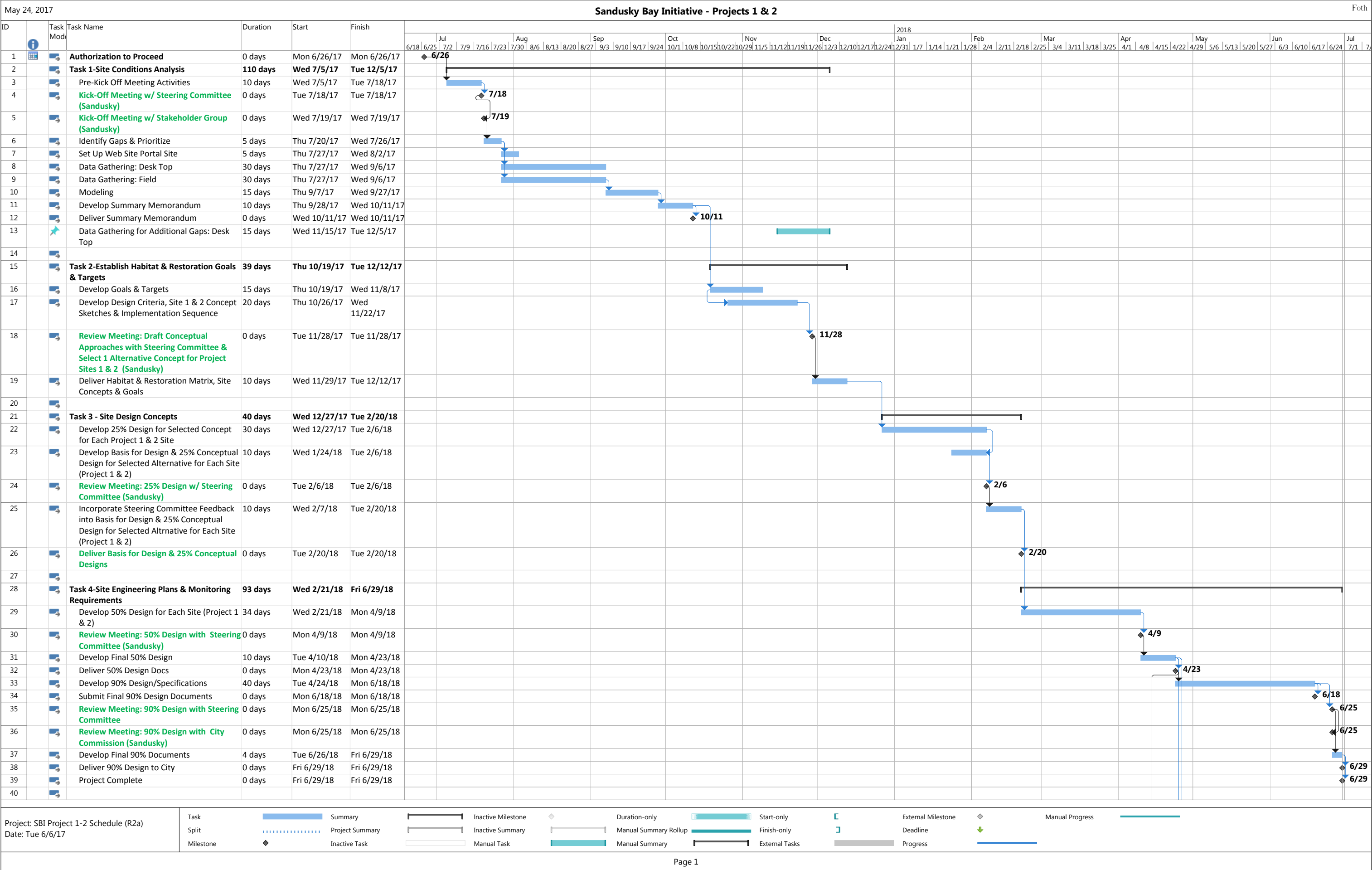
Preparation of permit applications and supporting documents, submitting the applications and coordinating with the regulatory agencies during the permit review period is not included in this scope of services.

Task 7 — Cost Estimates and Implementation

The **Engineer** will prepare opinions of probable construction costs (Cost Opinion) beginning at the conceptual design stage of the work to aid in the decision making process of selecting the form of the projects. The Cost Opinion will be commensurate with the stage of design and on the basis of the **Engineer's** experience and qualifications, and represent the **Engineer's** judgment as an experienced and qualified professional generally familiar with the construction industry. However, because the **Engineer** has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, the **Engineer** cannot and does not guarantee that proposals, bids, or actual Construction Costs will not vary from opinions of probable construction cost prepared by the **Engineer**.

ASSUMPTIONS AND CLARIFICATIONS

1. Work is limited to the described scope of work. If not specifically described, no other work will be provided.
2. State Historic Preservation Survey is limited to a Phase 1 and does not include in-water survey work
3. Collection of new data are limited to the data identified in the scope of work and clarified as follows:
 - a. Qualified Data Collector is not required
 - b. Dredged materials physical and chemical testing data are provided by the Army COE
 - c. Wetland delineations will not be conducted
4. No Data Quality Assurance Plans will be prepared
5. Design Conditions based on 30-year storm events
6. Hydrodynamic water modeling is not part of the base scope. If requested to be conducted as an optional service, the **Engineer** can conduct the work for additional fee.
7. All deliverables except for the design plans and specifications will be in the form of Technical Memorandums which will be limited in scope and form. More formal documentation can be prepared for the **City** for additional fee.
8. Meetings are limited to those described in the scope of work. It is assumed that the kickoff meeting will coincide with a meeting with the **City's** contractor for Project 3 and the Strategic Initiative. A meeting (s) can be arrange outside of those identified in the scope of work for additional fee.
9. A limited number of conceptual approaches to the Project will be developed by the **Engineer**. The **Engineer** reserves the right to limit evaluations to stay within the intent of this scope of work. The **Engineer** can evaluate concepts beyond the intent here if the **City** desires but this would be for additional fee.
10. Survey work is limited to the Project Areas and as described in the scope of work. The **Engineer** can provide survey (including aerial survey and bathymetric survey along with property boundary surveys) for other project areas for additional fee.
11. Permitting is limited as described in the scope of work. Additional permitting can be provided by the **Engineer** for additional fee.
12. It is anticipated that detailed review of permits will not occur by the relevant agencies in the timeframe of this contract and as such comments or clarifications will not be included in this scope of work.
13. The **Engineer** will prepare opinions of probable construction costs with the attendant limitations normally assumed for such work.
14. Bidding-phase and construction-phase services are excluded.



Page 1

SANDUSKY BAY INITIATIVE
Projects 1 and 2 Pricing
June 15, 2017

	TOTAL
Task 1 - Site Conditions Analysis (Kickoff)	\$ 237,400
Task 2 - Establish Habitat and Restoration Goals and Targets for Site Design	\$ 61,300
Task 3 - Site Design Concepts	\$ 74,000
Task 4 - Site Engineering Plans and Monitoring Requirements	\$ 205,800
Task 5 - Implementation and Operations Plan	\$ 27,400
Task 6 - Identify and Complete Permitting Requirements	\$ 20,400
Task 7 - Cost Estimates and Implementation	\$ 23,600
	\$ 650,000



DEPARTMENT OF PUBLIC WORKS

AARON M. KLEIN, P.E.
Director

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To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: June 13, 2017

Subject: **Commission Agenda Item – Professional Services with Biohabitats for the Sandusky Bay Initiative Area 3 project**

ITEM FOR CONSIDERATION: Legislation to enter into an agreement for professional services with Biohabitats, Inc. of Cleveland, Ohio to perform work on the Sandusky Bay Initiative: Area 3 project. This name will be redefined as we work through the project.

BACKGROUND INFORMATION: City Commission granted approval at the December 27, 2016, meeting via Ordinance No. 16-231 to enter into an agreement with the Ohio Department of Natural Resources (ODNR) accepting \$1,000,000 from State Capital Funds to manage and coordinate projects as part of the Sandusky Bay Initiative. These funds are being used to fund the analysis, scientific investigation, engineering, design and possibly permitting work for up to four in-water beneficial reuse/habitat restoration projects in Sandusky Bay.

The City issued a formal Request for Qualifications and in which eight (8) submittals were received on March 24, 2017 and evaluated by a selection committee. The top five (5) ranked firms were contacted to interview in front of the committee on May 2, 2017. It was decided that it was best to award only three of the projects at this time and that those projects should be split between the two top ranked firms based on their ability and knowledge of the specific locations. For the Sandusky Bay Initiative: Area 3 project, Biohabitats, Inc. was chosen as the top ranked firm based on their experience, professional expertise and past success with similar projects. A Scope of Services (SOS), dated June 13, 2017 is attached to the legislation as Exhibit "B".

The completion date of the agreement is June 30, 2018 so expediting the agreements would ensure scientific analysis of summer conditions could be performed in 2017.

BUDGETARY INFORMATION: The total cost of this agreement is \$249,972.10 but there is no financial impact to the City budget as all costs associated with this project will be paid through the ODNR State of Ohio Capital, Healthy Lake Erie Fund grant of \$1,000,000 received earlier this year.

ACTION REQUESTED: It is recommended that proper legislation be prepared to enter into a Professional Service Agreement with Biohabitats, Inc. for the Sandusky Bay Initiative Area 3 project be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City in order to execute the agreement so the consultant can initiate analysis of existing conditions this summer.

I concur with this recommendation:

Eric Wobser
City Manager

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

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES & SUBGRANT AGREEMENT WITH BIOHABITATS, INC., OF BALTIMORE, MARYLAND, FOR THE SANDUSKY BAY INITIATIVE AREA 3 PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City Commission authorized and directing the City Manager to accept grant funds in the amount of \$1,000,000 from the Ohio Environmental Protection Agency through the Ohio Department of Natural Resources for costs associated with the Healthy Lake Erie Initiative Sustainable Sediment Management Pilot Project Expansion by Ordinance No. 16-231, passed on December 27, 2016, to be used to manage and coordinate four (4) in-water beneficial reuse/habitat restoration projects for the Sandusky Bay Initiative; and

WHEREAS, a Request for Qualifications (RFQ) was issued for projects for the Sandusky Bay Initiative in which eight (8) submittals were received, evaluated and ranked by a selection committee and subsequently the top five (5) ranked firms were interviewed by the selection committee; and

WHEREAS, the selection committee decided it was best to award only three (3) of the projects at this time and split the projects between the two (2) top ranked firms and based upon the firm's experience, professional expertise, past success with similar projects, and knowledge of the specific locations, it was determined Foth Infrastructure & Environment, LLC, was the most qualified for Area 1 & 2 projects and Biohabitats, Inc., was the most qualified for Area 3 project; and

WHEREAS, authorization to enter into a Professional Services & Subgrant Agreement with Foth Infrastructure & Environment, LLC, is being requested in companion legislation; and

WHEREAS, the cost of the professional services is \$249,972.10 and will be paid with funds received from the Healthy Lake Erie Grant; 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 to allow the consultant to initiate analysis of existing conditions this Summer; 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 a Professional Services & Subgrant Agreement with Biohabitats, Inc., of Baltimore,

Maryland, for the Sandusky Bay Initiative Area 3 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** Two Hundred Forty Nine Thousand Nine Hundred Seventy Two and 10/100 Dollars (\$249,972.10).

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 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: June 26, 2017

PROFESSIONAL SERVICES AGREEMENT:
SUBGRANT AGREEMENT
Healthy Lake Erie Grant Agreement
Project: Sandusky Bay Initiative – Area 3 Project

This Subgrant Agreement is made and entered into by and between the City of Sandusky (“City”) and the Biohabitats, Inc. located at 2081 Clipper Park Road Baltimore, MD 21211 (“Subgrantee”).

RECITALS

WHEREAS, The City of Sandusky, who is assuming the role of a local restoration partner, has entered into a contract with the State of Ohio, Department of Natural Resources (ODNR) to conduct investigation and design projects as part of an initiative aimed at restoring aquatic habitat through innovative designs within Sandusky Bay (Sandusky Bay Initiative); and

WHEREAS, The City of Sandusky issued an RFQ for the purpose of selecting qualified firms to prepare the design plans; and

WHEREAS, Biohabitats, Inc. was selected to completed design plans for Area 3 consisting of local nature-based/living shoreline and nearshore wetland enhancement project south shore of East Sandusky Bay; and

WHEREAS, Subgrantee has requested funding from the Grant in the amount of Two Hundred Forty Nine Thousand Nine Hundred Seventy Two Dollars and Ten Cents (\$249,972.10) for the planning and design of a nature-based living shoreline and nearshore wetland enhancement project using passive approaches and potentially dredged sediments as the *Area 3 Wetland and Nature-based Shoreline Restoration and Enhancement Project* (the “Project”); and

WHEREAS, Subgrantee has also identified optional tasks potentially required to be performed (geotechnical and 2D hydrodynamic modeling) to support siting and design of the Project as well as design of Area 4b, if additional grant funding becomes available and the City and ODNR authorize the Subgrantee to perform these services; and

WHEREAS, ODNR has approved the Project for sub-grant funding;

NOW, THEREFORE, the parties mutually agree as follows:

1. Subgrant Purpose and Amount. The City agrees to subgrant to Subgrantee the amount of up to Two Hundred Forty Nine Thousand Nine Hundred Seventy Two Dollars and Ten Cents (\$249,972.10), (the “Subgrant” or “Subgrant Funds”) for payment of the Project costs.

Subgrantee shall keep the City updated on the ongoing progress of the Project and agrees that the City shall have the right, but not the obligation, to be a member of the selection committee that

reviews any and all Project proposals for the planning and design services and selects the consultant to perform such services.

2. Disbursement of the Subgrant.

- a. Subgrantee shall request Grant disbursement payments by submitting to the City periodic pay requests for Project expenses that have been incurred. Subgrantee shall complete a Payment Request form (the "Payment Request") which shall be attached to supporting documentation for such submitted expenses. Each Payment Request shall include a report that describes the progress and status of the Project.
- b. Upon its receipt of Subgrantee's Payment Request that contains all required information as determined by the City, the City will apply for payment from the ODNR. Subgrantee will receive payment from the City within thirty (30) days after the City receives payment from ODNR.
- c. Subgrantee agrees that the City has no control over ODNR's payment of any costs and Subgrantee shall not hold the City financially responsible or liable for the failure of ODNR to promptly pay any expense.

3. Compliance with the Grant Agreement. Subgrantee acknowledges that the Subgrant is funded pursuant to the Grant Agreement, the terms and conditions of which are attached as **EXHIBIT A** and that are incorporated into this Subgrant Agreement by reference. As a recipient of the Grant funds, Subgrantee agrees that it shall and will comply with all applicable terms and conditions of the Grant Agreement as if it were the original recipient of the Grant. Should any portion of Subgrantee's Payment Request be deemed by ODNR, or other agency with oversight of the Grant, to be ineligible for Grant funding due to the failure of Subgrantee to comply with the Grant Agreement, due to ineligible costs, or for any other reason, Subgrantee shall not hold the City liable or otherwise responsible for the payment of such ineligible amount.

4. Scope of Services; Applicable Law. The Architect/Engineer shall provide professional design 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. Basic Services to be provided by the Architect/Engineer shall consist of the services set forth in **Exhibit B** attached hereto and incorporated by reference herein as if fully rewritten.

5. Grant Closeout Report. Upon the completion of the Project or the expiration of this Agreement, whichever comes first, Subgrantee will submit to the City a Grant Closeout Report to substantiate the use of all Grant funds, including a certification from an authorized official that all Subgrant Funds were utilized as represented and that Project costs were paid in full. In addition, Subgrantee agrees that it will provide to the City a copy of the final Project design and related work products provided by the consulting firm to the Subgrantee.

6. Retention of Project Records. As required in Section 10 of the Grant Agreement, all records pertaining to the Project shall be retained by Subgrantee for a period of not less than eighteen (18)

years after the date of the Project closeout. All such records and supporting documentation shall be made available, upon request, for inspection or audit by the Auditor of State, ODNR, OEPA, and/or the City or their respective representatives, which audit could occur at any time, including before, during and after Project completion. The Subgrantee must obtain written approval from the City prior to destroying, or approving the destruction of, any Project records.

7. Subgrantee Project Manager. Subgrantee's Project Manager is Tom Denbow, Great Lakes Bioregion Team Leader, tdenbow@biohabitats.com, 216.921.4430. The Project Manager shall be responsible for compliance with this Subgrant Agreement, the Grant Agreement, and the coordination and oversight of the Project.
8. City Agent. Aaron Klein, P.E., Director, Public Works, aklein@ci.sandusky.oh.us, 419.627.5829 is the manager of this Subgrant Agreement on behalf of the City. Subgrantee should contact him with any questions that it has about the Grant, Grant Agreement, this Subgrant Agreement, or the Project.
9. Site Access and Inspection. The City and the ODNR shall have the right, but not the obligation, to enter and inspect the Project site. When possible, the City and/or the ODNR will provide Subgrantee with a twenty-four (24) hour notice. Subgrantee's Project Manager or his designee shall be available during a site visit to answer questions and otherwise assist. If the Project is not being implemented satisfactorily or substantially in accordance with the Grant Agreement and this Subgrant Agreement, as reasonably determined by the City or ODNR, the Subgrantee may be requested to remedy any deficiencies in such activities. The City is not obligated to submit any Payment Request to ODNR unless the deficiencies are remedied in a manner that the City reasonably determines is satisfactory. The City shall have the right, but not the obligation, to take any reasonable and appropriate action under the circumstances to cure any violation of the provisions of this Subgrant Agreement after first giving the Subgrantee no less than thirty (30) days written notice and a reasonable opportunity to cure such violation.
10. Insurance Requirements. Subgrantee shall require that Project contractors obtain and maintain, for the term of the Project the insurance that is necessary and appropriate for the work being performed that will provide protection from claims which may arise out of or result from the Project work, whether performed by contractor or by anyone directly or indirectly employed by any of them to perform or furnish the work, or by anyone whose acts any of them may be liable. Each such policy shall name the City and the State of Ohio, Department of Natural Resources as additional insured parties.
11. Covenants of Subgrantee. Subgrantee represents and covenants that:
 - a. It has the full power and authority to enter into and carry out the duties contemplated by this Subgrant Agreement.
 - b. The Project will be performed in such a manner as to conform with all applicable regulations imposed by the federal, state or local governments, whether or not specifically identified or cited herein.
 - c. Subgrantee shall comply with the prevailing wage requirements of ORC Chapter 4115, as applicable.
 - d. The Project shall be implemented in a good and workmanlike manner.

- e. Subgrantee shall be responsible for obtaining all permits, licenses, approvals, certifications and inspections required by federal, state or local law and to maintain such permits, licenses, approvals, certifications and inspections in current status during the term of this Subgrant Agreement.
 - f. Subgrantee shall comply with applicable equal opportunity laws. In addition, Subgrantee will undertake good faith efforts to give opportunities for qualified Small Business Enterprises (SBE), Minority Business Enterprises (MBE) and Women-Owned Business Enterprises (WBE) to perform work or otherwise provide services on the Project, as applicable. Subgrantee shall provide a report of such efforts at the request of the City.
 - g. Subgrantee and its contractors/consultants shall comply with all applicable State and Federal laws regarding a drug-free workplace. Subgrantee shall make a good faith effort to ensure that employees on Subgrantee's property will not purchase, transfer, use or possess illegal drugs or abuse prescription drugs in any way.
 - h. Subgrantee shall not assign or attempt to assign, directly or indirectly, any of its rights under this Subgrant Agreement without the prior written consent of the City and ODNR.
12. Events of Default. In the event of a default by Subgrantee under this Subgrant Agreement, disbursements of this Subgrant shall immediately stop. If Subgrant Funds have been paid to Subgrantee and the City determines that Subgrantee has not performed in accordance with the terms and conditions of this Subgrant Agreement, Subgrantee shall return such improperly expended Subgrant Funds within thirty (30) days after demand by the City.
13. Personnel and Contractors. Subgrantee shall secure qualified personnel and/or contractors to complete the Project and Subgrantee shall make the provisions of this Subgrant Agreement binding on any such contractor. Notwithstanding any delegation of Project activities to a contractor, Subgrantee shall not be relieved of any legal responsibility for compliance with the requirements of this Subgrant Agreement.
14. Indemnification. Subgrantee shall require all Project consultants and contractors, indemnify, defend and hold harmless the City, the ODNR, and their respective officers, directors, employees, agents and representatives from, for or against any and all claims, demands, suits, losses, damages, judgments, costs and expenses, arising out of the negligent acts, errors, or omissions in the performance of this Agreement by the Project contractors, as their respective responsibilities or obligations exist, as provided herein This provision shall survive the termination of this Subgrant Agreement.
15. Term of Subgrant Agreement. This Subgrant Agreement shall terminate on June 30, 2018 or when the Project is completed, whichever comes first. Any Grant funds not expended by June 30, 2018 shall be forfeited.
16. Notices. All notices, requests or other communications hereunder shall be in writing and delivered electronically, via facsimile, personally or sent by United States Mail, registered or certified, return receipt requested, postage prepaid to the contact information below.

To the City:

Aaron Klein, P.E., Director

Department of Public Works
City of Sandusky
222 Meigs Street
Sandusky, OH 44870
Phone: 419.627.5829
Fax: 419.627.5933
E-mail: aklein@ci.sandusky.oh.us

To Subgrantee: Tom Denbow, Great Lakes Bioregion Team Leader
Biohabitats, Inc.
2026 Murray Hill Road, Rm 102
Cleveland, OH 44119
Phone: 216.921.4430
Cell: 216.906.5566
Fax: NA
E-mail: tdenbow@biohabitats.com

17. Waiver. Any waiver by the parties with respect to any of the terms and conditions of this Subgrant Agreement shall in no way constitute a waiver of any of the other rights or privileges granted hereunder.
18. Amendments. This Subgrant Agreement may not be amended or supplemented except by an instrument in writing executed by authorized representatives of both parties.
19. Severability. If any provision of this Subgrant Agreement is determined by a court 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 portion 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.
20. Captions. The captions and headings in this Subgrant Agreement shall be solely for convenience or reference and shall in no way define, limit or describe the scope or intent of any provisions or sections of this Subgrant Agreement.
21. Governing Law. This Subgrant Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.
22. Public Records. Subgrantee acknowledges that this Subgrant Agreement and other records in the possession or control of the City regarding the Project are public records under ORC Section 149.43 and are open to public inspection unless a legal exemption applies.
23. Certifications. By signature on this Subgrant Agreement, Subgrantee certifies that:

- a. It has reviewed and understands the Ohio ethics and conflict of interest laws as found in Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43 and will take no action inconsistent with those laws. Subgrantee understands that failure to comply with Ohio's ethics and conflict of interest laws is, in itself, grounds for termination of this Subgrant Agreement;
- b. No personnel who exercises any functions or responsibilities in connection with the review or approval of this Subgrant Agreement shall, prior to the completion of the Project, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to this Subgrant Agreement. Any such person who acquires an incompatible or conflicting personal interest on or after the effective date of this Subgrant Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest shall immediately disclose his or her interest to the City in writing. Thereafter, he or she shall not participate in any action affecting the Project, unless it is determined by the City that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.
- c. To the best of its knowledge neither Subgrantee or any of its officers or directors, nor the spouse of any such person, has made contributions to the ODNR or the Governor in excess of the limitations specified in R.C. 3517.13.
- d. Subgrantee is not subject to a finding for recovery under R.C. 9.24 or it has taken the appropriate remedial steps required under such section or otherwise qualifies under that section.

24. **Multiparty Proceedings.** The Parties agree, to the extent permitted by the prime Grant agreement, that all Parties necessary to resolve a claim shall be Parties to the same dispute resolution proceeding. To the extent disputes between the Parties involve in whole or in part disputes between the City and ODNR, disputes between Subgrantee and the City shall be decided by the same tribunal and in the same forum as disputes between the City and ODNR.

25. **Dispute Mitigation through Direct Discussion.** If a dispute arises out of or relates to this Agreement or its breach, the Parties shall endeavor to settle the dispute first through direct discussion before submitting the dispute for mediation and arbitration. Within five (15) business days, the Parties' representatives, who shall possess the necessary authority to resolve such matter and who shall record the date of first discussions, shall conduct direct discussions and make a good faith effort to resolve such dispute. If the dispute remains unresolved after fifteen (30) Days from the date of first discussion, the Parties shall submit such matter to the dispute mitigation and dispute resolution procedures specified herein.

26. **Mediation.** Disputes between Subcontractor and Constructor not resolved by direct discussion according to Section 24, shall be submitted to mediation pursuant to the Rules of the American Arbitration Association, or the Parties may mutually agree to select another set of mediation rules. The administration of the mediation shall be as mutually agreed by the Parties. The Parties shall select the mediator within fifteen (30) days of the request for mediation. Engaging in mediation is a condition precedent to any form of binding dispute resolution.

IN WITNESS HEREOF, the parties have caused this Subgrant Agreement to be executed by their respective officers on the day and year set forth below.

Biohabitats, Inc.

City of Sandusky, OH

By: _____
Adam Feuerstein,
COO

By: _____
Eric Wobser
City Manager

Date: _____

Date: _____

Witness: _____

Witness: _____

Witness: _____

Witness: _____

Approved as to Form: _____

Approved as to Content: _____

EXHIBIT A

Grant Agreement

EXHIBIT B

Scope of Work



SCOPE OF WORK

Biohabitats has been selected to complete preparation of design plans for a site located within the Area 3 Study Area (Figure 1) in East Sandusky Bay (Putnam Marsh). The Scope of Work (SOW) and Work Plan (WP) are based on our understanding of the work as defined in the Sandusky Bay Initiative RFQ, our RFQ submission dated March 24, 2017, additional preliminary concept work completed by Biohabitats and our major subconsultant W.F. Baird & Associates Ltd. (Baird), responses to questions submitted to the City of Sandusky, a meeting with the City on May 25, 2017, and conference call with the City and ODNR on June 5, 2017.

This SOW describes our understanding of what is included and not included in the project, i.e. work to be performed. The WP describes specific Tasks we will perform to meet the project goals including deliverables. The WP forms the basis for our professional fees presented in this document. Important assumptions, exceptions, and expectations are detailed below in this Section.

- The objective of the project is to identify a pilot project and prepare construction plans (exclusive of any permit conditions) and basis for design documentation for local nature-based/living shoreline and nearshore wetland and aquatic habitat enhancement within the area identified on Figure 1. An adaptive management plan will be prepared to measure the effectiveness of the solution.
- Biohabitats anticipates the specific location and extent (size) of the project will be a function of early input from the City, and stakeholders; results of early field investigations to document site conditions, background research, modeling as proposed, and the location and scale of project that best achieves project scientific objectives, stakeholder and City expectations, and meets budget requirements established by this SOW and WP.
- East Sandusky Bay, also known as Putnam Marsh, is comprised of open water and fringe wetlands. The area is managed by Erie Metroparks, a major stakeholder who also has several holdings along the south shore of the Bay. Northshore is in private ownership with many of the owners maintaining docks for pleasure craft which access Sandusky Bay via Cedar Point Causeway. Other adjacent land owners include the City of Sandusky. At one time, the entire East Bay was comprised of a large wetland interspersed with open water habitat and aquatic beds based on a 1926 map for the area. However, since that time, the wetland complex has undergone changes to a turbid open water system with a muddy bottom except for wetland and aquatic beds located mostly around the margins of the Bay in protected areas. An important goal of this pilot project is to help inform future restoration design approaches and strategies through an adaptive management approach on how best to re-claim/re-establish wetland/aquatic habitat functions in a much larger area than currently exists (minimum of 200 acres).
- Due to the uncertainty regarding the specific pilot project to be designed (wetland and aquatic habitat restoration, nature based shoreline restoration, or combination) and its size and location (Figure 1)

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Area 3 Design

within the project study area (study area stretches 9,933 linear feet along the southern shoreline of East Sandusky Bay and extends out into the Bay), we anticipate that completion of Tasks 1 -3 will determine the scale possible to meet project goals and objectives and complete the design within the approved budget.

- The proposed design will focus on design of a passive system that may retain sediments and process nutrients being discharged from tributary watersheds, and allow for wetland and aquatic plants to re-establish themselves. In addition, the City of Sandusky desires that the project complement current Sandusky Bay Trail planning efforts located along the shoreline for the former airport (now the site of Sports Force). Finally, use of dredged sediments from Pipe Creek channel maintenance dredging may also be incorporated to the plan (beneficial re-use of sediments).
- The pilot project goal will be to provide improved habitat for fish and wildlife and nutrient assimilation, provide protection from waves and wave-generated re-suspension of sediments, and potentially promote sediment accretion to help with marsh building over time (depending upon loads and other factors which need to be assessment). The project is considered a first step in re-establishing a more diverse wetland system in the East Sandusky Bay similar in character and function of the marsh that once existed although it is anticipated open water habitat and recreational boating activities will also continue to be maintained.
- Biohabitats will be the prime consultant for the project. Baird will be providing coastal/shoreline engineering design services including preparation of design plans. At this time, topographic survey is not included to complete preparation of the design plans as described below based on availability of LIDAR and other data. We assume also that survey data may be made available as a result of the design of the Sandusky Marsh Trail which will parallel a portion of the project study area.
- A 2D hydrodynamic model of the entire East Sandusky Bay (from Cedar Pt. Dr. to Cedar Pt. Dr.) will be set up Task 1 to understand basic water circulation and sediment movement within the Bay. The model will represent existing conditions (Task 1). The model will be driven by wind and will include flow scenarios from the Plum Brook, Hemming Ditch, and Pipe Creek. Additional hydrodynamic modeling will occur as part of the preparation of construction documents (50% and 90%) to understand effects of the design on sediment movement (Task 4).
- The presence of large areas of Phragmites, threats of herbivory, and impacts of carp will require consideration of these threats and inclusion of measures in the design plans to minimize these threats (Task 4). Adaptive measures will also be employed to test different strategies/approaches to protecting the restoration design components during the establishment period.
- City of Sandusky, ODNR, and stakeholders will assist Biohabitats with obtaining and providing available pertinent background information for the site including historic photographs bathymetric/topographic survey, geotechnical information, modelling, previous studies and technical reports.
- At this time, it is understood that an application for \$250,000 has been submitted for construction of a restoration project within the project study area adjacent to the former airport. The cost to construct

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Area 3 Design

the pilot project has not been determined but is part of the SOW and will determine if phased portions of the design may be implemented using this source of funds.

- Biohabitats will only be responsible at this time for identifying permitting and regulatory coordination requirements required, schedule for compliance, and anticipated costs to permit the pilot project. Securing required permits to implement the project is deferred to a later date and therefore not covered under this SOW. Anticipated permits and agency coordination requirements potentially applicable to this project which will be reviewed are as follows:
 - ☐ NWP 27 (Aquatic Habitat Restoration) & NWP 54 (Living Shoreline)(USACE Buffalo District)
 - ☐ Section 401 Certification (may be required due to location of project, determination will need to be made during coordination with regulatory agencies. If thresholds covered by NWP are exceeded, a Director's Waiver may be possible but status is unknown. The need to applying for Sec. 401 Certification will impact the schedule and substantially increase costs for permit compliance due to submittal requirements and hearing requirements)(OEPA).
 - ☐ Submerged Lands Lease (ODNR – State of Ohio), status for need currently unknown.
 - ☐ Shore Structure Permit (ODNR), status for need currently unknown.
 - ☐ T&E Coordination (excludes initiation of formal Sec. 7 coordination process) (US Fish and Wildlife Service, ODNR Division of Wildlife).
 - ☐ Historic Coordination (assume that no formal Phase I survey for historic or prehistoric sites will be required although preparation of OSHPO Section 106 Review Project Summary will be prepared) (Ohio Connects/Ohio Historic Preservation Office).
 - ☐ Coastal Consistency Determination (ODNR).
 - ☐ Section 10 Permit (Navigational Waters) (USACE).
 - ☐ OEPA General Permit (SWPPP) (OEPA).
- Biohabitats will be responsible for completing preparation of the Storm Water Pollution Prevention Plan (SWP3) as part of the development of the restoration design plans (will be incorporated into the design plans). With deferral of construction due to unknown funding sources, coordination at a later day may results in some modification to the SWP3 requirements and may require adjustments to construction documents to address permit stipulations and conditions established by permitting agencies. These services are not included in the SOW.
- Archaeological and historic survey, mussel survey, Indiana bat survey, ICI and IBI baseline survey, and Phase 1 site assessment (environmental) are excluded from the SOW. Coordination with appropriate regulatory agencies will occur to support permit compliance plan (Task 6).
- This SOW assumes that all sediments and soils to be disturbed will be clean (not contaminated with residual metals and pesticides or other regulated substances) and not subject to any special handling provisions other than compliance with applicable Sediment and Erosion control regulations (SWP3).
- A wetland delineation and Waters of the U.S. determination is not considered part of this SOW although a wetland determination will be made based on a combination of available aerial photography and horizontal position ground trothing through GIS. Mapping of aquatic habitat and special aquatic sites will be based on aerial interpretation of historic photographs available for the area and supported

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Area 3 Design

by field reconnaissance. Zones will be overlaid on the plans to help with refining the restoration area and assessing regulatory requirements and compliance costs.

- Geotechnical investigations (boring program) are assumed not required for this project. At the current time based on our knowledge of the area and the goals of the project, we are not anticipating a need to include costs for such an effort. We will review available information and also use our past experience to factor in geotechnical considerations as appropriate in the design.
- Sediment assessment will be conducted using either ponar sampler (<http://ecoenvironmental.com.au/sales/soil-revegetation/soil-samplers/ponar-grab-samplers/>) and/or small diameter core sampler (<http://envcoglobal.com/catalog/water/sediments-and-sludge-samplers/sediment-core-samplers/k-b-core-sampler>). The purpose of the sediment sampling will be to assess the characteristics and depth of sediments found at the project site. Chemical analysis of the sediments is not proposed.
- All design plan review comments shall be reviewed for consistency and compiled into one marked-up set before being delivered to Biohabitats. Any conflicting comments provided by the City, ODNR, and stakeholders will be resolved prior to sending to Biohabitats.
- Revisions and changes in drawings, specifications or other documents when such revisions are inconsistent with approvals or instructions previously given by City of Sandusky; required by the enactment or revision of codes, laws, or regulations subsequent to the preparation of such documents; or the preparation of alternates or deductive change orders requested by City of Sandusky, shall be considered extra services and may require adjustments to the fee and schedule.
- Design services to be provided are based on commencing work on July 1, 2017 with completion by June 30, 2018.
- Preparation of R/W plans or securing easements to construct the restoration project is not included as part of Biohabitats SOW/WP.
- The scope of work does not include the identification, assessment or remediation of hazardous, toxic, or radioactive waste.
- A separate investigation to locate utilities is not considered part of Biohabitats SOW. The project does not require design to address relocation of utilities.
- This proposal is valid for a period of 60 days, after which it may be renegotiated.

WORK PLAN

This work plan (WP) is based on our understanding of the project and based on coordination with the City of Sandusky with completion of the project over a 12 month period. The WP is separated into seven (7) tasks

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which are further described below. Specific activities to be performed and deliverables for each Task are also described.

TASK 1: SITE CONDITIONS AND ANALYSIS

This task consists of an initial meeting/workshop with the City, and Stakeholders, finalizing the project schedule including establishing coordination and reporting requirements over the life of the project, and securing all background information available for the project area from City of Sandusky, and Stakeholders. It will also be important for Biohabitats to discuss the pilot project objectives within the overall context of the project study area to fully understand type of restoration and location desired or expected. This first kickoff meeting will be the first opportunity for input on pilot project location and extent from stakeholders which will be essential to planning the site conditions assessment.

- It is assumed that stakeholders will facilitate acquiring the following data as a minimum:
 - All available hydrographic, bathymetric, and side scan sonar surveys/data applicable to the site and understanding Putnam Marsh.
 - Wind data (records from the former Griffing Sandusky Airport, if available), and other nearby meteorological stations.
 - Available historic satellite images and aerial photos of the site (some of these have already been provided).
 - Available geotechnical reports/investigations.
 - Ecological inventory data from past studies.
 - Putnam Marsh and East Bay Sporting Club data/information (reports, images, data).
 - Existing survey associated with planned and recently completed infrastructure projects (i.e. Erie Marsh Trail Project).
 - Available sediment chemistry data for Pipe Creek dredged sediments.
 - Other water quality investigations completed for Plum Brook or other distributaries.

Field investigations and baseline studies to support definition of the pilot project will be completed during this phase of the project. These baseline studies and background research are essential to answering fundamental questions regarding establishing project goals and objectives. Understanding important parameters which supported the existence of the historic marsh, current conditions influencing location of current wetland and aquatic habitat, and factors negatively impacting re-formation of wetland and floating and submerged aquatic vegetation (SAV), will be essential to understand and guide establishment of restoration goals and objectives and pilot project definition. In addition, understanding potential target species (fish for example) will be important consideration. As a part of this effort, modeling as described below is also required to understand system dynamics and support completion of the design. We anticipate that given this is a pilot project, that there will be some unknowns regarding how best to achieve project success that will have to be tested and evaluated following adaptive management approach after construction.

Specific activities to be performed as part of the baseline studies are as follows:

- Assimilate/review pertinent background information (physical, ecological, past & current research, etc.).

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- Map wetland and other waters of the U.S. including special aquatic sites (combination of photo interpretation and field assessment).
- Collect water depth data collection in Study Area and also at creek outlets to support SWAT modeling.
- Review wetland restoration research and completed projects to understand factors contributing to success and failure of these systems in the Lake Erie watershed.
- Complete sediment sampling and assessment (characteristics, depth) (push cores).
- Perform fetch analysis (wave characteristics in the bay).
- Assess water level assessment (desktop assimilation of NOAA data).
- Model Plum Brook, Hemming Ditch, and Pipe Creek flows and sediment load estimates (SWAT modelling).
- Develop baseline 2D hydrodynamic model of East Sandusky Bay (MIKE 21).
- Analysis of historic satellite imageries to assess vegetation and shoreline condition changes.
- Data gap analysis and evaluation.

Understanding upland habitat including location of invasive species (specifically Phragmites) located adjacent to the study area will be based on existing data, aerial photography, and site observation. A detailed upland habitat assessment is not proposed but if existing data are available including aerial photographs, previous records/report, or maps, it will be incorporated into the assessment.

The results of the background information review, field and desktop investigation will be documented into an Existing Conditions Technical Memo. Any immediate and long term data gaps will also be identified for further discussion with the City, and Stakeholders. This Memo will include listing (references) of pertinent information provided by the City, , and stakeholders. This report will be incorporated into the Basis for Design Report to be produced as part of preparation of the design plans (see Task 4 below).

Task 1 Deliverables

- Updated Project Schedule (1 electronic copy pdf).
- Existing Conditions Technical Memo (1 electronic copy pdf).
- SWAT Models for Plum Brook, Hemminger Ditch, and Pipe Creek.
- 2D Hydrodynamic model of East Sandusky Bay (MIKE 21).
- Kick-off Meeting Minutes (1 electronic copy pdf).

TASK 2: ESTABLISH HABITAT AND RESTORATION GOALS AND TARGETS FOR SITE DESIGN

Biohabitats in collaboration with other team members will draft a technical memo to identify habitat and restoration goals for the project. It is anticipated that we will address water quality, habitat, and target species goals for the pilot project. We anticipate framing the pilot project within the longer term restoration goals associated with the Sandusky Bay Initiative and Putnam Marsh since this pilot project is considered a first step towards re-establishing/enhancing ecosystem functions to improve water quality and habitat. As part of this effort, we will meet with local ODNR technical experts knowledgeable with the role of coastal wetland in providing fish spawning and nursery habitat. The completed draft memo will be then submitted to the City, and stakeholders for review and further discussion. It is anticipated that a meeting will be arranged to present

SANDUSKY BAY INITIATIVE

Area 3 Design

the results of Task 1 and to discuss restoration goals technical memo and continue to refine the objectives of this first “pilot” phase. We will include with the memo, an overview of restoration techniques (provide typical illustrations/photos when available) to introduce a range of potential designs approaches for achieving project restoration goals.

Task 2 Deliverables

- Draft and Final Restoration Goals Technical Memo (1 electronic copy, pdf).
- Meeting Minutes (1 electronic copy).

TASK 3: SITE DESIGN CONCEPTS

Biohabitats will develop two concept design options (concept plans for physical changes to the site) for presentation to the City, and stakeholders. These concept layouts will be based on the outcomes of Task 1 and 2. A 2-day workshop (including a site visit) will be arranged with the City and its stakeholder to discuss and advance the concept layouts. During the workshop, the team will facilitate discussions addressing the following:

- Best first step to restore ecosystem services within the East Sandusky Bay and meet City, ODNR, and stakeholder expectations.
- Metrics to assess the effectiveness of concepts.
- Expected effectiveness of each concept plan.
- Use of dredged sediments vs. sediment supply from Plum Brook and Hemming Ditch or other desired restoration strategy.
- Planting concepts (if required).
- Layout of protection barriers.
- Pros and cons of layout option and factors impacting the design including any data gaps.
- General approaches required for invasive management (targeted invasive species).
- Stakeholders input.

During the workshop, it is anticipated that concept plans will be refined and by the conclusion of the workshop the preferred concept to advance to design will be defined including general design features applicable to the selected location such that no additional design studies will be required.

A critical component of this Task will be addressing the necessity/preferred approach/ and alignment of any containment/berm structure required to create necessary protection (permanent or temporary) to facilitate nutrient and sediment entrapment within the project site and as may be required to re-establish (recolonization or through planting) wetland/SAV (submerged aquatic vegetation). At this time, a range of barrier options and configurations are possible including living dike, geotube structure, tree crib, other barrier systems or a combination of the above will be explored. Also, we will examine nature based shoreline treatments along the existing shoreline and potential shoreline treatment types most appropriate for the area given existing conditions and proposed restoration concepts.

So for example, depending upon the location, some shoreline areas (near Plum Brook) are experiencing erosion due to wave action (wind driven or by historic operation of power boats in East Sandusky Bay) or

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backwater effects from discharges from Plum Brook into the Bay. Other locations feature more hardened shorelines associated with past land use practices (former airport) and so here different nature based shoreline treatments may be appropriate. Ultimately, the goal will be to identify a doable scalable pilot project commensurate with design budget resources. In addition, the selection of the preferred concept will be the basis for initiating regulatory agencies coordination to complete the regulatory assessment.

We anticipate as part of this effort, providing both a plan view, representative typical details for concept features (graphics, photographs, etc.) to explain key features of each, and typical sections to show relationships of key features. We will develop supporting technical memo to document key aspects of each concept plans as well as provide a general discussion of pros and cons of each concept, a preliminary concept level cost estimate, and as assessment as to how well each concept will meet the overall goals of the project.

Task 3 Deliverables

- Concept plans (1 electronic set of concept plans, 7 black and white copies).
- Concept Plan Technical Memo (1 electronic copy, 7 color copies).
- Presentation slides (1 PowerPoint presentation).
- Meeting Minutes (1 electronic copy pdf).

TASK 4: SITE ENGINEER PLANS AND MONITORING REQUIREMENTS

This Task is separated into three subtasks and involves preparation of the construction drawings for the concept plan recommended to be advanced into design (develop in Task 3). Specific deliverables required by each subtask are also identified. Cost estimates associated with each plan development stage will be developed in parallel and as described in Task 7.

Task 4.1: 50% Drawings: The Biohabitats Team will prepare the 50% Restoration Design Package based on the selected concept plan. The 50% design package will include the following:

- **Drawings** – Drawings will be prepared in AutoCAD Civil 3D 2016 format. Sheet format will be per City of Sandusky requirements. In general, 50% drawings may consist of the following:
 - Restoration plan view showing layout and topographic changes.
 - Existing and proposed site sections.
 - Preliminary typical details for containment systems, nature-based shoreline, etc.
 - Preliminary planting details (preliminary bioengineering and planting plan, excludes plant schedules).
- **Technical Specifications and Special Provisions** – The Biohabitats Team will provide an outline of likely specifications but will not be providing specifications at this time.
- **Basis of Restoration Design Report**- Biohabitats will compile information, analysis and results from the previous project tasks and produce a report to be submitted with the 50% design. The report will include design rationale, including description and summaries of desk top studies (see Task 1).

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As a part of the completion of this task, Biohabitats will assess the effects of the design on sediment movement in the Bay using the completed 2D hydrodynamic model (MIKE 21). Upon completion of the 50% plan set and submittal to the City, Biohabitats team members will attend a workshop with the City of Sandusky, ODNR, and stakeholders to review the 50% design plans, discuss comments, and review regulatory compliance needs and likely schedule.

Task 4.1 Deliverables

- 50% Design Plans (electronic AutoCAD files, 7 - 11 X 17 sets of the plans).
- Outline of Restoration Special Provisions (electronic Word document).
- Draft Basis for Design Report (1 electronic copy pdf).
- Meeting Minutes (1 electronic copy pdf).

Task 4.2. 90% Plans: Comments received during the meeting and after the review period will be incorporated into the 90%. As part of the design process, we will complete particle tracking modelling based on using the Mike 21 Model (Task 1), to understand how design will impact sediment movement. The 90% design package will include the following:

- **Drawings** – Updated drawings will be prepared in AutoCAD Civil 3D 2016 format. In general, drawings may consist of the following:
 - Updated restoration plan view showing layout and topographic changes
 - E&S plan, sequence of construction, details, notes related to restoration work
 - Existing and proposed site sections
 - Planting plan zones with quantities, sizes and seed application rates
 - Planting schedules
 - Planting details
 - Invasive species management plan (if applicable)
- **Technical Specifications and Special Provisions** – The Biohabitats Team will provide City of Sandusky with draft technical specification document. Biohabitats format will be assumed to be acceptable (i.e. not required to reformat specifications).
- **Draft Final Basis for Design Report**- Biohabitats will incorporate any comments from the 50% deliverable and produce a revised report to be submitted with the 90% design.

Biohabitats will incorporate SWP3 compliance requirements into the 90% plan set. The SWP3 will be included with the design plans. The SWP3 will identify:

- Site description including area of disturbance, runoff calculations, soils, construction implementation schedule, etc.
- Sources of potential pollution associated with construction activities.
- Describe controls (BMP's to reduce pollutants in storm water discharges during construction) including runoff control and sediment practices (temporary and permanent).
- Detail drawings for structural practices if required.
- Post-construction SWM requirements.

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Biohabitats will meet with the City of Sandusky, and stakeholders to review the 90% Design Plans. We will answer questions and provide clarifications related to restoration design. Comments received during the meeting and after the review period will be incorporated into the meeting minutes to be prepared by Biohabitats. Biohabitats fee assumes there will be only one round of review and revisions for this task which will be incorporated during completion of Task 4.3.

Task 4.2 Deliverables

- 90% Design Plan Set (AutoCAD files) (7 – 11 X 17 prints of plans).
- Draft Technical Specifications and Special Provisions (1 electronic word document).
- Meeting Minutes (1 electronic copy pdf).

Task 4.3: 100% Construction and Bid Documents: Biohabitats will provide City of Sandusky with revised restoration plans, as appropriate, that incorporate comments from the 90% submittal review. The 100% design plans (construction documents) will include design plans, basis for design report, specifications and special provisions, engineer's estimate of probable costs including bid quantities.

Task 4.3 Deliverables

- 100% Design Plan (1 copy electronic pdf).
- Final Basis of Design Report (1 copy electronic pdf).
- Project Cost Estimate and Bid Quantities (1 copy electronic pdf).
- Technical Specifications and Special Provisions (Word file).

TASK 5: IMPLEMENTATION AND OPERATIONS PLAN

Biohabitats will develop a plan for operation, maintenance and monitoring of the Area 3 Pilot project. This plan will address Management, Operation, Maintenance and Monitoring (MOMM) requirements, which will be executed by the selected Contractor. Also integrated into the plan will be the adaptive management requirements plan. The plan will define the following:

- Management plan of the pilot project, whereby any reuse of dredged material may be specified in terms of disposal site plans and annual quantities.
- Operation of the pilot project, whereby any operational aspects will be defined such as restrictions of the boat traffic.
- Monitoring requirements, whereby specific attributes of the pilot project shall be monitored.
- Maintenance triggers and maintenance requirements for each trigger.
- Specific adaptive management actions required to establish how project is performing and what adjustments may be required with future restoration efforts.

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Task 5 Deliverables

- Draft and Final Adaptive Management and MOMM plan (1 electronic copy pdf).

TASK 6: IDENTIFY AND COMPLETE ANY PERMITTING REQUIREMENTS (BASE SCOPE)

Biohabitats will complete a regulatory analysis to determine applicable permits, data/studies required for permit applications, and schedule for compliance. This task will be initiated after selection of the recommended concept but before initiating Task 4. Depending on discussions in Task 1 and 2, it may be prudent to initiate discussions with the agencies sooner if regulatory requirements have the potential to impact the selected concept plan. As part of the regulatory analysis, we will meet with ODNR, OEPA, and USACE to assess applicable permits. In addition we will complete agency T&E coordination with U.S. Fish and Wildlife Service, ODNR Division of Wildlife, and also prepare documentation necessary to complete initial coordination with Ohio Connects (Ohio Historic Preservation Office). We will complete a wetland determination in (Task 1) and prepare a Wetlands and Waters of the U.S. (WOUS) map and submit to the USACE to complete coordination with the USACE to obtain a preliminary Jurisdictional Determination and complete pre-application consultation.

Once we have confirmed the permit/regulatory approval requirements, we will assess the overall cost for compliance and provide a strategic compliance plan and schedule. In the event, that funding is found to advance the project, this Task will become the basis for defining the SOW for permitting. A separate SOW, professional fee estimate, and authorization will be required from City of Sandusky to initiate securing permits and regulatory approval to advance the project to construction.

Task 6 Deliverables

- WOUS Map (2 copies - 11 X 17).
- Draft and Final Project Regulatory Analysis and Compliance Plan (1 electronic copy pdf).

TASK 7: COST ESTIMATES FOR IMPLEMENTATION

Biohabitats will prepare iterative Opinion of Probable Cost (construction, maintenance/operation cost, monitoring) commensurate with the design detail available at each state of design. We will include a 20% contingency on the concept and 50% phases and a 10% contingency for 90 and final construction plans. Our team will provide Opinion of Probable Cost estimates at the following project stages:

- Conceptual Plan (Task 3).
- 50% Design Plans (Task 4.1).
- 90% Design Plans (Task 4.2).
- 100% Design Plans, Engineers Estimate of Probable Costs (Task 4.3).
- Adaptive Management & MOMM Plan (Task 5).

Estimates will reflect current prices for labor, materials, and equipment. Back-up data will include quantity computations of major items and suppliers' quotations for major equipment and materials. The estimate will

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be prepared in Microsoft Excel. As appropriate, we will incorporate with the construction estimates, monitoring, MOMM, and adaptive management costs.

Task 7 Deliverables

- Conceptual Plan Preliminary Cost Estimate (1 electronic copy pdf).
- 50% Opinion of Probable Cost (1 electronic copy pdf).
- 90% Opinion of Probable Coast (1 electronic copy pdf).
- 100% Opinion of Probably Cost (1 electronic copy pdf).

SCHEDULE

Biohabitats is available to begin work on these tasks immediately upon notice-to-proceed. Below is presented a preliminary schedule. A separate detailed schedule will be provided during completion of Task 1 and updated as required. The schedule is subject to refinement after further discussions with the City of Sandusky, ODNR, and stakeholders, and regulatory agencies. The current schedule does not include permit schedule. Items outside of Biohabitats control, such as regulatory agency (permits and other approvals including leases), and stakeholder reviews may require changes to the schedule. Biohabitats is not responsible for such delays.

TASK	COMPLETED (FROM NTP) (Assumed July 1, 2017)
Task 1: Site Conditions and Analysis	September 15, 2017
Task 2: Establish Habitat and Restoration Goals and Targets for Site Design	October 15, 2017
Task 3: Site Design Concepts	November 15, 2017
Task 4: Site Engineer Plans and Monitoring Plan	April 1, 2018
Task 5: Implementation and Operation Plan	April 1, 2018
Task 6: Identify & Complete Any Permitting Requirements (Reg. Analysis)	January 2, 2018
Task 7: Cost Estimates for Implementation	April 1, 2018

FEE

Compensation to Biohabitats for the services described herein are in accordance with the Scope of Work, Work Plan and Schedule specified above. The FIXED PRICE fee to perform this work is as follows:

TASK	LABOR (DL, OH, ODC's, & Profit)	ESTIMATED HOURS
Task 1: Site Conditions and Analysis	\$89,599.10	554
Task 2: Establish Habitat and Restoration Goals and Targets for Site Design	\$11,190.85	68
Task 3: Site Design Concepts	\$28,745.30	174
Task 4: Site Engineer Plans and Monitoring Plan	\$76,450.05	454

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Task 5: Implementation and Operation Plan	\$15,562.70	103
Task 6: Identify & Complete Any Permitting Requirements	\$11,375.00	76
Task 7: Cost Estimates for Implementation	\$17,049.10	121
TOTAL:	\$249,972.10	1550

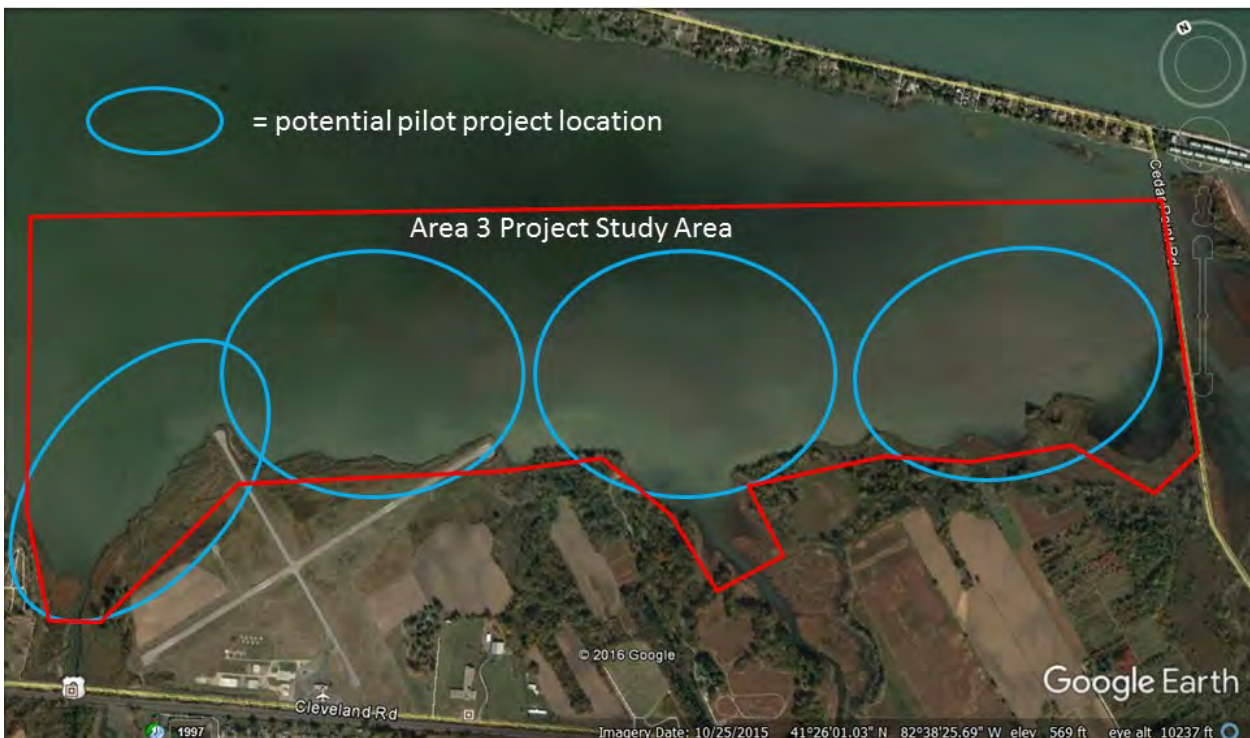


Figure 1: Area 3 Project Study Area.



Department of Community Development

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To: Eric Wobser, City Manager

From: Matthew D. Lasko, Chief Development Officer

Date: June 12, 2017

Subject: Commission Agenda Item – Permission to Execute Demolition and Abatement Contract for former American Crayon facility.

Item for Consideration: Ordinance authorizing and directing the City Manager to enter into a contract for demolition and asbestos abatement of the former American Crayon facility located at 1706 Hayes Avenue and further identified as permanent parcel 57-01278.000.

Background Information: On February 27, 2017, the City Commission approved a Purchase Agreement (the “Agreement”) between the City and Born Again Salvage for the former American Crayon facility. Per the terms of the Agreement, the City was provided with a one-hundred and twenty day (120) contingency period in which to conduct all necessary due diligence to determine if the City ultimately desires to move forward with the acquisition of the Property. The planned due diligence was to include, among other items, completing a title examination, asbestos survey, below surface testing and further estimating the cost of asbestos abatement, demolition and site clearance.

The City has thus far completed the title examination, Phase I Environmental Site Assessment and asbestos survey and Phase II Environmental Site Assessment. The final due diligence item was to estimate the cost of the asbestos abatement and demolition.

In May of 2017 – City Commission approved going out to bid for the demolition and asbestos abatement of the property.

The following bids were received on June 5, 2017:

Company	Location	Bid	Local Pref. Discount	Total	Bond
Total Wreck & Environmental	Buffalo, NY	\$ 697,042.00	\$	\$ 697,042.00	100%
D & R Demolition	Archbold, OH	\$ 693,000.00	\$	\$ 693,000.00	100%
Ed Burdue and Co.	Sandusky, OH	\$ 568,726.00	\$	\$ 568,726.00	100%

Based on the official bid tabulation, Ed Burdue & Co. was determined to be the lowest and best bid for the demolition and asbestos abatement of the former American Crayon facility.

Budgetary Information: The total project cost based upon the bid, including demolition and abatement activities and advertising, is \$568,871.20 (\$145.20 for advertising). The project will be paid for from the EMS fund.

Action Requested: It is requested that the proper legislation be prepared to permit the City Manager to enter into a contract with Ed Burdue and Co., LLC for the demolition and asbestos abatement of the former American Crayon facility 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 continue to implement the City's efforts towards blight elimination in the interest of the health and safety and general welfare of the citizens of Sandusky.

I concur with this recommendation:

Eric Wobser
City Manager

Matthew D. Lasko
Chief Development Officer

cc: Kelly Kresser, Clerk of City Commission
Hank Solowiej, Finance Director
Justin Harris, Law Director
Mario D'Amico, Interim Fire Chief

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH ED BURDUE & CO., OF SANDUSKY, OHIO, FOR THE DEMOLITION AND ASBESTOS ABATEMENT OF FORMER AMERICAN CRAYON FACILITY PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Demolition and Asbestos Abatement of Former American Crayon Facility Project involves asbestos abatement and demolition of the former American Crayon facility located at 1706 Hayes Avenue and identified as Parcel No. 57-01278.000; and

WHEREAS, this City Commission authorized and directed the City Manager to enter into a Purchase and Sale Agreement to purchase the former American Crayon property by Ordinance No. 17-042, passed on February 27, 2017, and the Purchase and Sale Agreement was fully executed on March 5, 2017; and

WHEREAS, pursuant to the terms of the Agreement, the City was provided a 120-day contingency period in which to conduct all necessary due diligence to determine if the City ultimately desires to acquire the Property which included completing a title examination, asbestos survey, groundwater and soil testing, and estimating the cost of asbestos abatement, demolition and site clearance; and

WHEREAS, this City Commission declared the necessity to proceed with the proposed Demolition and Asbestos Abatement of Former American Crayon Facility Project by Resolution No. 028-17R, passed on May 8, 2017; and

WHEREAS, upon public competitive bidding as required by law three (3) appropriate bids were received and the bid from Ed Burdue & Co., of Sandusky, Ohio, was determined to be the lowest and best bid; and

WHEREAS, the total cost of this project based on bids, including advertising and miscellaneous costs is \$568,871.20 and will be paid with EMS Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to continue to implement the City's efforts towards blight elimination in the interest of the health and safety and general welfare of the citizens of Sandusky; and

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

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

Section 1. The City Manager is authorized and directed to enter into a contract with Ed Burdue & Co., of Sandusky, Ohio, for the Demolition and Asbestos Abatement of Former American Crayon Facility Project in an amount **not to exceed** Five Hundred Sixty Eight Thousand Seven Hundred Twenty Six and 00/100 Dollars (\$568,726.00) consistent with the bid submitted by Ed Burdue & Co., of Sandusky, Ohio, currently on file in the office of the Director of Public Works.

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

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

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

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

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

Passed: June 26, 2017