



**SANDUSKY CITY COMMISSION
REGULAR SESSION AGENDA
NOVEMBER 13, 2017
CITY HALL, 222 MEIGS STREET**

INVOCATION

Wes Poole

PLEDGE OF ALLEGIANCE

ROLL CALL

CALL TO ORDER

**G. Lockhart, N. Lloyd, N. Twine, D. Murray, W. Poole, D. Brady & D. Waddington
October 23, 2017**

APPROVAL OF MINUTES

PRESENTATION

Sandusky Bicentennial

Jim Miller, Lee Alexakos & Craig Samborski (Bicentennial Commission)

Testing & Abatement of Lead-Based Paint

Bob England, Erie County Health Department

AUDIENCE PARTICIPATION

COMMUNICATIONS

CURRENT BUSINESS

CONSENT AGENDA ITEMS

A. Submitted by Amanda McClain, Housing Manager

TRANSFER OF PROPERTY TO ERIE COUNTY LAND REUTILIZATION CORPORATION

Budgetary Information: There is no cost associated with the transfer of this property other than the total amount of staff time expended to prepare the property deeds and transfer title.

ORDINANCE NO. _____: It is requested an ordinance be passed declaring that certain real property owned by the city as part of the land reutilization program is no longer needed for any municipal purpose and authorizing the transfer of said property to the Erie County Land Reutilization Corporation for the purpose of utilizing grant funding from the Ohio Housing Finance Agency for the neighborhood initiative program and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

B. Submitted by John Orzech, Police Chief

CONTRACT WITH ERIE COUNTY GENERAL HEALTH DISTRICT FOR BULKY & SOLID WASTE VEHICLE INSPECTIONS

Budgetary Information: The city will collect an annual registration fee of \$50 per vehicle for the purpose of inspection, administration and enforcement of Chapter 955. One half of the permit fees collected will be paid by the city to the Board of Health for providing bulky and solid waste vehicle inspection services.

RESOLUTION NO. _____: It is requested a resolution be passed authorizing the City Manager to enter into a contract for services with the Erie County General Health District Board of Health for bulky and solid waste vehicle inspection services; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the city charter.

C. Submitted by Troy Vaccaro, Fleet Maintenance Chief Foreman

DISPOSAL OF UNNEEDED ITEMS & FOUR VEHICLES

Budgetary Information: Proceeds from the sale of the items will be placed into the city's general, street and law enforcement trust funds.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to dispose of vehicles and miscellaneous items as having become unnecessary and unfit for city use pursuant to Section 25 of the city charter; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

D. Submitted by Angela Byington, Planning Director

CHANGE ORDER FOR AMTRAK DEPOT RENOVATION & MODERNIZATION PROJECT

Budgetary Information: The original contract amount was \$55,700. The request is to add an additional \$1,490 to account for unanticipated time and difficulty in drilling through the concealed hardened brick. The work was performed by a subcontractor and results in an increase to the contract of \$1,490 which includes labor, three percent bond and insurance, five percent overhead and five percent profit. There was no contingency budgeted into the original contract to allow for such circumstances to be absorbed without a change order. The revised contract amount will be \$57,190. The requested change order will be paid for out of the Sandusky Transit System fund.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to approve the first change order for work performed by Studer-Obringer, Inc., of New Washington, Ohio, for the Amtrak Depot renovation and modernization project in the amount of \$1,490; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

E. Submitted by Aaron Klein, Director of Public Works

PURCHASE OF BULK HIGHWAY DEICING ROCK SALT FOR CY 2018

Budgetary Information: Funds for the purchase of bulk rock salt are routinely included in the Division of Traffic’s operating budget each year.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to purchase bulk highway deicing rock salt for the Division of Traffic Services to be used in the CY 2018 from Morton Salt, Inc., of Chicago, Illinois; 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

CHEMICAL PURCHASES FOR CY 2018

Budgetary Information: Funds for the purchase of these items are routinely included in the operating budgets of the water and sewer plants.

1. **ORDINANCE NO. _____:** It is requested an ordinance be passed authorizing and directing the City Manager to purchase 12,000 gallons, more or less, of liquid sodium permanganate from Bonded Chemicals, Inc., of Columbus, Ohio, for use at the Big Island Water Works Plant during the calendar year 2018; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.
2. **ORDINANCE NO. _____:** It is requested an ordinance be passed authorizing and directing the City Manager to purchase 18,000 gallons, more or less, of hydrofluosilicic acid from Sal Chemical of Wierton, West Virginia, for use at the Big Island Water Works Plant during the calendar year 2018; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.
3. **ORDINANCE NO. _____:** It is requested an ordinance be passed authorizing and directing the City Manager to purchase 50,000 gallons, more or less, of sodium hydroxide liquid from JCI Jones Chemicals of Barberton, Ohio, for use at the Big Island Water Works Plant during the calendar year 2018; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.
4. **ORDINANCE NO. _____:** It is requested an ordinance be passed authorizing and directing the City Manager to purchase 90,000 gallons, more or less, or sodium hypochlorite rom Bonded Chemical of Columbus, Ohio, for use at the Big Island Water Works Plant during the calendar year 2018; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.
5. **ORDINANCE NO. _____:** It is requested an ordinance be passed authorizing and directing the City Manager to purchase 550 tons wet weight, more or less, of aluminum sulfate polymer blend liquid from Applied Specialties of Avon Lake, Ohio, for use at the Big Island Water Works Plant during the calendar year 2018; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.
6. **ORDINANCE NO. _____:** It is requested an ordinance be passed authorizing and directing the City Manager to purchase 93,000 pounds, more or less, of powdered activated carbon from Calgon Carbon, Corporation of Moon Township, Pennsylvania, for use at the Big Island Water Works Plant during the calendar year 2018; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.
7. **ORDINANCE NO. _____:** It is requested an ordinance be passed authorizing and directing the City Manager to purchase 350,000 pounds, more or less, of ferrous chloride solution from Kemira Water Solutions, Inc., of Lawrence, Kansas, for use at the Waste Water Treatment Plant during the calendar year 2018; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.
8. **ORDINANCE NO. _____:** It is requested an ordinance be passed authorizing and directing the City Manager to purchase 55,000 pounds, more or less, of polymer liquid from SNF Polydyne, Inc., of Riceboro, Georgia, for use at the Waste Water Treatment Plant during the calendar year 2018; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

G. Submitted by Aaron Klein, Director of Public Works

CHANGE ORDER #2 & FINAL FOR POWDER ACTIVATED CARBON SYSTEM IMPROVEMENTS PROJECT

Budgetary Information: The original contract, which is a lump sum project, was for \$1,619,000. Change Order #2 and final is for a deduction of \$212,106.17 that would reduce the contract to \$1,406,893.83. Including design, construction, construction inspection, interest and fees, the original Water Supply Revolving Loan from the Ohio EPA was \$2,071,950. Staff will begin completion of the closeout documents for the loan which will determine the final loan amount and interest rates.

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

FIRST READING**H. Submitted by Victoria Kurt, Recreation Superintendent**

CONTRACT WITH GREAT WHITE NORTH FOR DRAGON BOAT RACES IN 2018

Budgetary Information: The amount payable by the City of Sandusky Recreation Division to supplier, Great White North Communications, Ltd., under the agreement for the 2018 Dragons & Bacon Festival is \$14,540. A 25% deposit totaling \$3,635 is due upon signing the agreement on or before January 31, 2018. The city shall have the right to terminate the agreement due to the cancellation of the event or lack of team registrations if written notice of cancellation is received before August 16, 2018, at which the 25% deposit will be refunded. If paid, the city will recoup these costs from the registration fees paid by the participants.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a services agreement with Great White North Communications, Ltd., of Toronto, Ontario, for services related to the second annual Dragons and Bacon Festival for the Recreation Department.

I. Submitted by Hank Solowiej, Finance Director

PAYMENT FOR PROPERTY & CASUALTY INSURANCE FOR 2018 WITH ARTHUR J. GALLAGHER

Budgetary Information: The annual cost has become part of the annual operating budget and the City of Sandusky's total cost for 2017 - 2018 will be an amount not to exceed \$435,000. The insurance year is December 1, 2017 through November 30, 2018. Based on exposures, the cost will be distributed to the general fund (\$278,818), street fund (\$45,072), water fund (\$54,507) and sewer fund (\$56,603). The prior year ordinance was passed by the City Commission on November 14, 2016 (Ordinance #16-199) that covered the period December 1, 2016 through November 30, 2017, for an amount not to exceed \$415,000.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager and/or Finance Director to make payment to Arthur J. Gallagher & Company for property, casualty and liability insurance costs for the period of December 1, 2017, through November 30, 2018; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

REGULAR AGENDA

1. Submitted by John Orzech, Police Chief and Rick Wilcox, Fire Chief

AGREEMENT WITH ERIE COUNTY SHERIFF'S DEPARTMENT FOR DISPATCHING SERVICES

Budgetary Information: The city agrees to reimburse the Erie County Sheriff's Department in 2018 for the actual cost of wages and benefits for the employment of five dispatchers at a cost not to exceed \$365,307.37 of which \$182,653.68 (50%) will be taken from the 2018 Fire Department proposed budget and \$182,653.69 (50%) will be taken from the 2018 Police Department proposed budget. In 2019, for the actual cost of wages and benefits for the employment of five dispatchers at a cost not to exceed \$387,610.96 of which \$193,805.48 (50%) will be taken from the 2019 Fire Department proposed budget and \$193,805.48 (50%) will be taken from the 2019 Police Department proposed budget. In 2020, for the actual cost of wages and benefits for the employment of five dispatchers at a cost not to exceed \$404,631.58 of which \$202,315.79 (50%) will be taken from the 2020 Fire Department proposed budget and \$202,315.79 (50%) will be taken from the 2020 Police Department proposed budget.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a three year agreement with the Erie County Sheriff for the provision of public safety dispatching services for the City of Sandusky Police, Fire and Service Departments commencing on January 1, 2018, through December 31, 2020; and

2. Submitted by Scott Thom, Chief Building Official

SECOND AMENDMENT TO 2017 CONSULTING CONTRACT WITH JOHN FEICK

Budgetary Information: Mr. Feick will continue to be paid at the rate of \$55 per hour for work performed up to an additional amount not to exceed \$21,500 – an increase of \$7,500. The cost of this contract will be paid through the Building Division operating budget. The plan review expense will be paid by the collection of plan review fees by the Division of Building Inspection.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a second amendment to the agreement for services of consultant John A. Feick for CY 2017; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

3. Submitted by Arielle Blanca, Community Development Manager

~~CDBG FY 2017 SUBSTANTIAL AMENDMENT~~

~~**Budgetary Information:** There are no funds required to implement this amendment as all funds are currently allocated to the city through the existing and past CDBG grants.~~

~~**ORDINANCE NO. _____:** It is requested an ordinance be passed approving a substantial amendment to the city's FY 2017 one year Action Plan for the Community Development Block Grant program year of July 1, 2017 through June 30, 2018, and authorizing and directing the City Manager to submit the amended Action Plan to the United States Department of Housing & Urban Development; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.~~

4. Submitted by Matt Lasko, Chief Development Officer

PURCHASE AGREEMENT WITH THE FOREST SANDUSKY, LLC

Budgetary Information: The city will sell both parcels of property for a combined \$365,000. The net proceeds of which will be deposited into the city's real estate development fund. In the event the sale is voided and the earnest deposit of \$10,000 is released to the city, those funds will also be deposited into the city's real estate development fund.

ORDINANCE NO. _____: It is requested an ordinance be passed declaring that certain real property owned by the city located at 2513 Venice Road, identified as Parcel #58-01990.000, and 1651 Tiffin Avenue, identified as Parcel #58-02419.000 are no longer needed for any municipal purpose and authorizing and directing the City Manager to enter into an agreement to sell the designated real property to The Forest Sandusky, LLC; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

5. Submitted by Jeff Keefe, Project Engineer

UPDATE TO CITY'S HEAVY TRUCK STREET SCHEDULE

Budgetary Information: No funding is required for this item.

RESOLUTION NO. _____: It is requested a resolution be passed approving a modified heavy truck route schedule for the City of Sandusky; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the city charter.

6. Submitted by Jane Cullen, Project Engineer

AUTHORIZATION TO BID GARTLAND AVENUE PROJECT

Budgetary Information: The estimated cost of the project, including engineering, inspection, advertising and miscellaneous costs is \$944,140 with \$527,218.82 to be paid with sewer funds and \$290,659.22 to be paid with water funds and \$126,261.96 with capital project funds (Issue 8).

RESOLUTION NO. _____: It is requested a resolution be passed declaring the necessity for the city to proceed with the proposed Gartland Avenue reconstruction project; approving the specifications and engineer's estimate of cost thereof; and directing the City Manager to advertise for and receive bids in relation thereto; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the city charter.

7. Submitted by Jeff Keefe, Project Engineer

AUTHORIZATION TO BID PHASE I AND II FOR CAMPBELL STREET PROJECT

Budgetary Information: The estimated cost of the project, including engineering, inspection, advertising and miscellaneous costs is \$855,330.68 with \$225,000 to be paid with sewer capital funds, \$82,424 to be paid with water funds, \$175,000 from Ohio Public Works funding and \$372,906.68 to be paid with capital projects funds made possible by Issue 8.

RESOLUTION NO. _____: It is requested a resolution be passed declaring the necessity for the city to proceed with the proposed Campbell Street resurfacing and Columbus/Scott/Campbell intersection project, Phase I and II; approving the specifications and engineer's estimate of cost thereof; and directing the City Manager to advertise for and receive bids in relation thereto; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the city charter.

8. Submitted by Jeff Keefe, Project Engineer

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR CAMPBELL STREET, COLUMBUS AVENUE & SCOTT STREET INTERSECTION

Budgetary Information: The amendment to the scope of work will increase the professional design agreement amount by \$33,889, making the not to exceed amount for the agreement \$75,389 which will be funded entirely by the Community Development Block Grant funds.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an amendment to the agreement for professional design services with WSP USA, Inc., of Cleveland, Ohio, for the Columbus/Scott/Campbell intersection improvements project, as part of the Campbell Street resurfacing project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

FIRST READING

9. Submitted by Jeff Keefe, Project Engineer

UPDATE TO CHAPTER 933 - SEWER RATES

Budgetary Information: This change will maintain the current storm sewer rate for 2018 through 2020, and change the storm sewer rate structure for non-residential properties based on an equivalent residential unit in 2021. This change and funding has been incorporated into the five-year capital plan.

ORDINANCE NO. _____: It is requested an ordinance be passed amending Part Nine (Streets, Utilities and Public Services Code), Title Three (Utilities), Chapter 933 (Sewer Regulations and Rates), Section 933.25 (Rates) of the codified ordinances of the City of Sandusky in the manner and way specifically set forth hereinbelow.

10. Submitted by Aaron Klein, Director of Public Works

PURCHASE OF HOPPERS AND GATE CONTAINERS FOR WASTE WATER TREATMENT PLANT

Budgetary Information: The cost for the purchase of six water tight sealed gate containers with bowed tarp system, including all shipping and freight costs will not exceed \$48,344 which will be paid with sewer funds from the Waste Water Treatment Plant’s operational budget as it was budgeted for in 2017.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to expend funds for the purchase of six water tight sealed gate containers with mounted bowed tarp systems for the Waste Water Treatment Plant from Northeast Industrial Manufacturing, Inc. of Greenville, Pennsylvania; 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 Channel 76

Monday, November 13 at 8:30 a.m.

Tuesday, November 14 at 5 p.m.

Monday, November 20 at 8:30 p.m.

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



COMMUNITY DEVELOPMENT

Division of Code Enforcement

222 Meigs Street
Sandusky, Ohio 44870
419.627.5913
www.ci.sandusky.oh.us

TO: Eric Wobser
FROM: Amanda McClain, Housing Manager
DATE: November 1, 2017
RE: City Commission Agenda Item

ITEM FOR CONSIDERATION: The purpose of this communication is to request approval of legislation allowing the City Manager to transfer a property from the City of Sandusky's Land Reutilization Program, that is no longer needed for any municipal purpose, to the Erie County Land Reutilization Corporation under an existing Memorandum of Understanding that was adopted by the Sandusky City Commission through Resolution 035-14R on August 25, 2014 in order to administer a demolition program in partnership with the City of Sandusky's Land Reutilization Program within the City of Sandusky utilizing grant funding from the Ohio Housing Finance Agency for Neighborhood Initiative Program.

BACKGROUND INFORMATION: The Erie County Land Reutilization Corporation (ECLRC) submitted a grant application to the Ohio Housing Finance Agency (OHFA) and received one million forty three thousand one hundred seventy eight dollars and ninety seven cents (\$1,043,178.97) from Round 5 of the Neighborhood Initiative Program (NIP). The State of Ohio created the NIP, an Ohio Hardest Hit Fund Project, to strategically target traditional and urban core neighborhoods. The purpose of the NIP is to stabilize property values by removing and greening vacant and blighted properties in Targeted Areas in an effort to prevent future foreclosures for existing homeowners because demolition is a critical component of strategies to stabilize home values. In Ohio, 31% of homeowners with loans owe at least 125% more than their estimated home value and when negative equity combines with other factors such as loss of income, the risk of foreclosure is high because homeowners do not have the option to sell a home they can no longer afford and these foreclosures result in distressed sales that further depress property values and continue the downward spiral too often resulting in vacant and blighted homes. Demolition is a critical component of strategies to stabilize home values. Demolition will also eliminate abandoned structures which become a breeding ground for crime and further depress housing prices. The grant funds will be used primarily to strategically demolish vacant and blighted structures within Erie County, which includes specifically targeted Sandusky neighborhoods listed in a Target Area Plan.

The City of Sandusky's Land Reutilization Program currently owns one (1) single family residential structure, located at 2012 Columbus Avenue (Parcel Nos. 57-03723.000 and 57-03724.000), that is condemned and requires demolition. The NIP guidelines require that the ECLRC must acquire, or already own the property being demolished and a mortgage lien shall be placed upon the premises for the amount of the demolition costs. The mortgage lien will

remain in place for a three (3) year period, but may be released prior to the expiration period if the mortgage lien amount is paid in full or if the vacant lot is transferred to an eligible end-user, whichever comes first. ECLRC will maintain ownership and will be responsible to mow and maintain the vacant lots after the structures are demolished utilizing NIP funds until the lien is released or the lots are sold to an eligible end-user. ECLRC will utilize the City of Sandusky's Land Reutilization Program Policy and Procedures and the Mow to Own Program Policy when administering the sale of the vacant lots and will receive approval of the Land Bank Committee before consummating any sale. ECLRC will pay all costs incurred in the sale of the vacant lots out of the proceeds received from the sale, and all net proceeds shall first be applied to the payment of the mortgage lien and the balance remaining, if any will be refunded and distributed to the Taxing Districts in accordance with Ohio Revised Code Section 5722.08(B) and (C). After the expiration of the three (3) year period in which a mortgage lien is placed on the vacant lots and the vacant lots have not been sold by ECLRC, the mortgage lien will be released and a clean title, free and clear of any liens, or other encumbrances, shall be transferred back to the City of Sandusky's Land Reutilization Program.

BUDGET IMPACT: There is no cost associated with the transfer of this property other than the total amount of staff time expended to prepare the property deeds and transfer title.

ACTION REQUESTED: It is requested legislation be approved allowing the City Manager to transfer property from the City of Sandusky's Land Reutilization program that is no longer needed for any municipal purpose to the Erie County Land Reutilization Corporation under an existing Memorandum of Understanding that was adopted by the Sandusky City Commission through Resolution 035-14R on August 25, 2014 in order to administer a demolition program in partnership with the City of Sandusky's Land Reutilization Program within the City of Sandusky utilizing grant funding from the Ohio Housing Finance Agency for Neighborhood Initiative Program. It is further requested that the legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter in order to administer demolition activities within the required timeframe of the Ohio Housing Finance Agency (OHFA).

Amanda J. McClain, Housing Manager

I concur with this recommendation:

Matt Lasko, Chief Development Officer

Eric L Wobser, City Manager

ORDINANCE NO. _____

AN ORDINANCE DECLARING THAT CERTAIN REAL PROPERTY OWNED BY THE CITY AS PART OF THE LAND REUTILIZATION PROGRAM IS NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE AND AUTHORIZING THE TRANSFER OF SAID PROPERTY TO THE ERIE COUNTY LAND REUTILIZATION CORPORATION (ECLRC) FOR THE PURPOSE OF UTILIZING GRANT FUNDING FROM THE OHIO HOUSING FINANCE AGENCY (OHFA) FOR THE NEIGHBORHOOD INITIATIVE PROGRAM (NIP); AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City Commission previously authorized the execution of a Memorandum of Understanding with the Erie County Land Reutilization Corporation (ECLRC) to administer a demolition program in partnership with the City's Land Reutilization Program utilizing grant funding from the Ohio Housing Finance Agency for the Neighborhood Initiative Program (NIP) by Resolution No. 035-14R, passed on August 25, 2014; and

WHEREAS, the Erie County Land Reutilization Corporation (ECLRC) received grant funds in the amount of \$1,043,178.97 from the Ohio Housing Finance Agency (OHFA) from Round 5 of the Neighborhood Initiative Program (NIP); and

WHEREAS, the Ohio Housing Finance Agency (OHFA) requires the Erie County Land Reutilization Corporation (ECLRC) to acquire title to all properties being demolished utilizing Neighborhood Initiative Program (NIP) funds in order to place a three (3) year mortgage as lien against each property in an amount equal to the cost of demolition; and

WHEREAS, the City owns property located at 2012 Columbus Avenue, Parcel Nos. 57-03723.000 and 57-03724.000, as part of the Land Reutilization Program and requests authorization to transfer the property to the Erie County Land Reutilization Corporation (ECLRC) for demolition using NIP funds; and

WHEREAS, after demolition of the property, the Erie County Land Reutilization Corporation (ECLRC) shall have the option of holding and maintaining the property for a period of three (3) years until the mortgage is released, or transferring the property to a responsible end user or to a political subdivision for use in a public project; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to administer demolition activities within the required timeframe of the Ohio Housing Finance Agency (OHFA); 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 finds, determines and declares that the property located at 2012 Columbus Avenue, Parcel Nos. 57-03723.000 and 57-03724.000, more specifically described in Exhibit "A", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, is no longer needed for any municipal purpose and authorizes the transfer of said property to the Erie County Land Reutilization Corporation (ECLRC) for the purpose of utilizing grant funding from the Ohio Housing Finance Agency (OHFA) for the Neighborhood Initiative Program (NIP). The City Manager is hereby authorized and directed on behalf of the City to execute a quit claim deed conveying the property to the Erie County Land Reutilization Corporation (ECLRC), which quit claim deed shall be in a form satisfactory to the Law Director. The City Manager, Law Director, Finance Director, and other City officials, as appropriate, are each hereby authorized to execute and deliver such instruments, certificates and other documents and take such actions as are necessary and in the best interests of the City in order to carry out and consummate the foregoing actions authorized by this Ordinance.

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

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

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

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

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

Situated in the City of Sandusky, County of Erie and State of Ohio:

PARCEL 1: Being Lot No. 6, Columbus Avenue in B.E. Taylor and Charles Osberg's Subdivision as per plat recorded in Volume 5 of Plats, Page 28.

PARCEL 2: Being known as Lots Nos. 1, 2 & 4, Columbus Avenue in B.E. Taylor and Charles Osberg's Subdivision as shown by the recorded plat in Vol. 5 of Plats, Page 28 of the Erie County Records, except from Lot No. 1 that part thereof conveyed by Helen Elizabeth Weichel to The Lake Shore and Michigan Southern Railway Company by deed dated December 16, 1910 and recorded in Vol. 92 of Deeds, Page 360 of the Erie County Records, be the same more or less, but subject to all legal highways.

Permanent Parcel No. 57-03723.000 and 57-03724.000



SANDUSKY POLICE DEPARTMENT

JOHN ORZECZ, POLICE CHIEF

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

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

TO: Eric Wobser, City Manager

FROM: Chief John Orzech

DATE: October 24, 2017

RE: Commission Agenda Item

ITEM FOR CONSIDERATION: Legislation requesting approval for the City Manager to enter into a contract for bulky and solid waste vehicle inspection services with the Erie County General Health District Board of Health for the period of 12/1/17 through 11/30/18.

BACKGROUND INFORMATION: Starting in 2010, the City of Sandusky has entered into contracts with the Erie County General Health District Board of Health for inspection services of all commercial haulers of solid and/or bulky waste who operate within the City of Sandusky. This is in compliance with Section 955.05 of the City of Sandusky Ordinances. Under this Section, all commercial haulers are required to apply for a registration certificate with the City annually and provide proof that all vehicles used for the collection and transportation of solid waste and/or bulky waste within the City have been inspected annually by the Erie County Health Department. The Sandusky Police Department works in conjunction with the Erie County Health Department to register, inspect, and enforce the ordinance. The current contract expires November 30, 2017.

BUDGET IMPACT: The City will collect an annual registration fee of fifty dollars (\$50.00) per vehicle, for the purpose of inspection, administration, and enforcement of Chapter 955. One half of the permit fees collected will be paid by the City to the Board of Health for providing bulky and solid waste vehicle inspection services.

ACTION REQUESTED: It is requested legislation be adopted allowing the City Manager to enter into a contract for inspection services for the period of 12/1/17 through 11/30/18 with the Erie County General Health District Board of Health. It is requested that this legislation be approved in accordance with Section 14 of the City Charter in order to execute the contract prior to the current contract's expiration date of November 30, 2017, and continue to be in compliance with the City's Ordinance and the Solid Waste Management District Plan.

John Orzech, Chief of Police

I concur with this recommendation:

Eric Wobser, City Manager

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT FOR SERVICES WITH THE ERIE COUNTY GENERAL HEALTH DISTRICT BOARD OF HEALTH FOR BULKY AND SOLID WASTE VEHICLE INSPECTION SERVICES; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City Commission approved the Erie County Solid Waste Management District Plan by Resolution No. 018-10R, and the Amendment of Chapter 955 (Solid Waste Disposal) of the Codified Ordinances, both passed on June 28, 2010; and

WHEREAS, starting in 2010, the City has entered into contracts with the Erie County General Health District Board of Health for inspection services of all commercial haulers of solid and/or bulky waste who operate within the City; and

WHEREAS, pursuant to Section 955.05 of the Codified Ordinances, all commercial haulers of solid and/or bulky waste intending to operate within the City Sandusky are required to apply for a registration certificate with the City annually and provide proof that all vehicles used for the collection and transportation of solid waste and/or bulky waste within the City have been inspected annually by the Erie County Health Department; and

WHEREAS, the City will collect an annual registration fee of \$50.00 per vehicle for the purpose of inspection, administration and enforcement of Chapter 955 and one-half of the fees collected will be paid by the City to the Erie County Board of Health; 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 execute the agreement prior to the current contract's expiration date of November 30, 2017, and continue to be in compliance with the City's Ordinance and the updated Solid Waste Management District Plan; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Police Department, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Resolution** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter 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 the Contract for Services with the Erie County General Health District Board of Health for bulky and solid waste vehicle inspection services for the period of December 1, 2017, through November 30, 2018, a copy of which is marked Exhibit "1", and attached to this Resolution 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 Resolution, and authorizes and directs the City Manager to sign the Contract for Services on behalf of the City.

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

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

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

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

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

Passed: November 13, 2017

CONTRACT FOR SERVICES

This Contract entered into at Sandusky, Ohio, between the Erie County General Health District Board of Health [Inspector] and the City of Sandusky [City].

WHEREAS, the City is in need of the services of the Inspector to provide solid and bulky waste hauler inspection services; and,

WHEREAS, the Inspector is qualified and willing to provide such services as may be needed by the City, NOW, THEREFORE, it is hereby mutually understood and agreed as follows:

A. DUTIES OF INSPECTOR

1. The Inspector will provide a scheduled inspection of bulky and solid waste hauler trucks that collect waste in enforcement of Chapter 955 of the City codified ordinances for the City during regular hours of operation between 8AM and 5PM Monday through Friday prior to initial registration, or renewal of annual vehicle registration, with the City; and
2. The Inspector will provide scheduled re-inspections of bulky and solid waste hauler vehicles to confirm resolution of documented violations; and
3. The Inspector will provide violation inspection records to the City for consideration prior to registration by the City; and
4. The Inspector will make its authorized representatives available for consultation upon prior request of the City or its authorized representatives; and
5. The Inspector will invoice the City on a monthly basis for all inspections done in that month.

B. DUTIES OF THE CITY

1. The City will provide a list of applicants for solid waste haulers to the Inspector who shall utilize the list for the purposes of inspections; and

2. Any changes or alterations in the City's administrative or regulatory requirements, in regard to bulky or solid waste inspection services, may be done after consultation and approval by the Inspector; and
3. The City agrees to reimburse the Inspector from any collected fees, Twenty-five Dollars (\$25.00) per inspection of any initial or renewal of a registered bulky or solid waste vehicle; payable within 30 days of invoice and vehicle registration as agreed in this Contract.

C. TERM OF CONTRACT AND TERMINATION OF THIS CONTRACT

1. This Contract shall become effective on December 1, 2017, and shall remain in effect until November 30, 2018, unless terminated in accordance with this section.
2. Either party may terminate this Contract at any time without cause after giving thirty (30) days notice to the other by simultaneous U.S. Regular and Certified Mail to the addresses listed below.
3. Either Party may terminate this Contract immediately upon notice as given above if:
 - a. The Inspector is no longer able to provide inspections;
 - b. The City no longer has solid waste haulers.
 - c. The City does not provide the required list of applicants for hauling solid waste.

D. MISCELLANEOUS

1. Neither agreement or any duties or obligations imposed hereunder shall be assignable by the City or Inspector without the prior written consent of the other party.
2. No modification of this Contract shall be effective unless it is in writing and signed by both Parties.

3. This Contract contains the entire agreement between the Parties and all of the terms and conditions to which the Parties have agreed and supersedes all prior oral or written agreements or understandings concerning the subject matter hereof and shall be interpreted in accordance with the laws of the State of Ohio.

4. Notice: Any notice under this Contract shall be by simultaneous U.S. Regular and Certified Mail, return receipt requested, addressed to the following:

For the City

City of Sandusky
ATTN: City Manager
222 Meigs
Sandusky OH 44870

For the Inspector

Erie County Health Department
ATTN: Health Commissioner
420 Superior St.
Sandusky OH 44870

5. The City and Inspector will provide a resolution and/or approved meeting minutes, herein attached as Exhibit A and Exhibit B, respectively, which authorizes its designated representative to enter into this Contract.
6. If any section, sentence, clause or phrase of this Contract is for any reason held to be illegal, invalid or unconstitutional by a court of competent jurisdiction, such invalidity shall not affect the validity of the remainder of this contract and it shall remain in full force and effect.

SIGNATURES TO FOLLOW

FOR THE CITY OF SANDUSKY

Eric L. Wobser, City Manager
City of Sandusky

Date

Justin D. Harris, Law Director
City of Sandusky

Date

FOR THE ERIE COUNTY GENERAL HEALTH DISTRICT BOARD OF HEALTH

Peter T. Schade, M.P.H., R.S.
Health Commissioner
Erie County General Health District

Date



Department of Public Services

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

Fleet Maintenance
Horticultural Services
Oakland Cemetery & Memorial Park
Property & Grounds Maintenance

1024 Cement Ave.
Sandusky, OH 44870
Phone: 419.627.5984

TO: Eric Wobser, City Manager

FROM: Troy Vaccaro, Fleet Maintenance Chief Foreman

DATE: 10/30/17

SUBJECT: Commission Agenda Item

ITEM FOR CONSIDERATION: It is requested that the City Commission authorize legislation to dispose of unneeded items and 4 vehicles, pursuant to Section 25 of the City Charter.

BACKGROOUND INFORMATION: The items and vehicles listed below have been determined by the Fleet Maintenance Chief Foreman to be beyond their useful life or of no use to the City and is recommending the items be declared obsolete, unnecessary and unfit for City use. It is requested the items be sold on "Gov Deals", which is an internet auction site for government entities.

2003 Ford Crown Victoria: 2FAFP71W23X216607 – 206,195 miles: This car was purchased new and has most recently been used by the Planning Department. This car has recently been replaced by another former police car. Proceeds from this sale will be deposited into the General fund.

2003 Ford Explorer: 1FMZU73K83UC52301 – 222,749 miles: This vehicle was confiscated by the Sandusky Police Department and awarded to the City by Court Order. For the last 2 years the vehicle was used for surveillance purposes. Proceeds of this sale will be deposited into the Law Enforcement Trust Fund.

1999 Lincoln Town Car: 1LNHM82W0XY642278 – 198,964 miles: This car was confiscated by the Sandusky Police Department and awarded to the City by Court Order. Proceeds from this sale will be deposited into the Law Enforcement Trust Fund.

1996 Ford F-800: 1FDYF80ETVA15088 – 97,041 miles: This truck was purchased new by the Street Department, and removed from service 10/2016 due to very poor condition. Proceeds from this sale will be deposited into the Street Fund.

4 Post Automotive Lift: This item was removed from the property of Tiffin Ave and Venice Rd. Proceeds from this sale will be deposited into the General Fund.

Miscellaneous new and used light bars and service parts: All light bars and parts were removed from

service several years ago. Proceeds from this sale will be deposited into the General Fund.

Used Sickle Bar Mowing Attachment: Unit was removed from service due to condition. Proceeds will be placed in the General Fund.

BUDGETARY INFORMATION: Proceeds from the sale of the items will be placed into the City's General, Street, and Law Enforcement Trust Funds.

ACTION REQUESTED: It is requested the attached legislation be approved authorizing the disposal of the vehicles and equipment listed above. It is further requested this legislation take immediate effect in full accordance with Section 14 of the City Charter in order to allow for the depreciating items to be placed on the internet and sold at the earliest opportunity to continue with good housekeeping practices.

I concur with this recommendation:

Brad Link, Director of Public Services

Eric Wobser, City Manager

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO DISPOSE OF VEHICLES AND MISCELLANEOUS ITEMS AS HAVING BECOME UNNECESSARY AND UNFIT FOR CITY USE PURSUANT TO SECTION 25 OF THE CITY CHARTER; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, Section 25 of the City Charter authorizes the City Manager to conduct all sales of personal property that has become obsolete, unnecessary and unfit for City use; and

WHEREAS, the following vehicles and miscellaneous items have been determined by the Fleet Maintenance Chief Foreman to be beyond their useful life and/or of no use to the City and is recommending the vehicles be declared obsolete, unnecessary and unfit for City use and it is requested the items be disposed of via www.Govdeals.com, which is an internet auction site for governmental entities:

<u>Year / Make / Model</u>	<u>Vehicle ID Number</u>	<u>Mileage</u>
2003 Ford Crown Victoria	2FAFP71W23X216607	206,195
2003 Ford Explorer	1FMZU73K83UC52301	222,749
1999 Lincoln Town Car	1LNHM82W0XY642278	198,964
1996 Ford F-800	1FDYF80ETVA15088	97,041
<u>Miscellaneous Items</u>		
4 Post Automotive Lift		
New and used light bars and service parts		
Used sickle bar mowing attachment		

WHEREAS, the proceeds from the sale of the 2003 Ford Crown Victoria, 4 Post Automotive List, light bars and service parts, and used sickle bar mowing attachment will be placed into the General Fund, proceeds from the sale of the 2003 Ford Explorer and 1999 Lincoln Town Car will be placed into the Police Department’s Law Enforcement Trust Fund, and the proceeds from the 1996 Ford F-800 will be placed into the Street Fund; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to allow for the depreciating vehicles and items to be placed on the internet for auction at the earliest opportunity and to continue with good housekeeping practices; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Police Department and Street Division, 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 finds and determines that the vehicles and miscellaneous items described in the preamble above have become obsolete and are unnecessary and unfit for City use pursuant to Section 25 of the City Charter and the City Manager is authorized and directed to dispose of the vehicles and miscellaneous items no longer needed for City purposes through internet auction with the proceeds to be placed in the General Fund, Police Department's Law Enforcement Trust Fund, and the Street Fund.

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: November 13, 2017



PLANNING DEPARTMENT

Division of Transit

222 Meigs Street
Sandusky, Ohio 44870
419.621.8462
www.ci.sandusky.oh.us

TO: Eric Wobser, City Manager
FROM: Angela Byington, Planning Director
DATE: November 1, 2017
SUBJECT: Change Order No.1 to Studer-Obringer Contract for the Amtrak Depot Renovation and Modernization Project

ITEM FOR CONSIDERATION: Change Order No. 1 to the contract awarded to Studer-Obringer, Inc, of New Washington, Ohio for the Amtrak Depot Renovation and Modernization Project. This change order is for an additional 15 labor hours required for the drilling of HVAC inlet holes. Twelve inches of hardened brick was concealed behind the sandstone exterior, which added considerable time to drilling. It was originally budgeted to take only 2 hours, as sandstone is relatively easy to drill.

BUDGETARY INFORMATION: The original contract amount was \$55,700. The request is to add an additional \$1,490 to account for unanticipated time and difficulty in drilling through the concealed hardened brick. The work was performed by a sub-contractor and results in an increase to the contract of \$1,490 which includes labor, 3% bond and insurance, 5% overhead, and 5% profit. There was no contingency budgeted into the original contract to allow for such circumstances to be absorbed without a change order. The revised contract amount will be \$57,190. The requested change order will be paid for out of the Sandusky Transit System Fund.

ACTION REQUESTED: It is requested that the Ordinance approving Change Order No. 1 to the contract awarded to Studer-Obringer, Inc, of New Washington, Ohio, for the Amtrak Depot Renovation and Modernization Project be approved and that it be passed in full accordance with Section 14 of the City Charter in order to make payment in a timely manner to the contractor for services provided.

I concur with this recommendation:

Eric Wobser

City Manager

Angela Byington

Director of Planning

CITY OF SANDUSKY, OHIO
DEPARTMENT OF PLANNING

Project: Amtrak Station

Construction Work Order No.: 1 CONTRACT: 2886

CONTRACT: 2886

ORDINANCE NO. 17-156

Contractor: Studer-Obringer, Inc.

525 S Kibler St.

New Washington, OH 44854

STREET OR LOCATON OF WORK: **Amtrak Station**

Order is hereby issued and accepted for the following additions to or deductions from the quantities as specified in the original contract.

[illegible]

Explanation: Change order reflects work performed in the field.	Total Difference	\$	1,490.00
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Total Difference	\$ 1,490.00
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\$	1,490.00
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Accepted: _____ Date: _____, 2017

Original Contract Price = \$ 55,700.00
Contract Price after CO1 = \$ 57,190.00

Contractor

Original Contract Price = \$ 55,700.00

Contract Price after CO1 = \$ 57,190.00

Accepted: _____ Date: _____, 2017
City Official

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO APPROVE THE FIRST CHANGE ORDER FOR WORK PERFORMED BY STUDER-OBRINGER INC., OF NEW WASHINGTON, OHIO, FOR THE AMTRAK DEPOT RENOVATION AND MODERNIZATION PROJECT IN THE AMOUNT OF \$1,490.00; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City Commission declared the necessity to proceed with the proposed Amtrak Depot Renovation and Modernization Project by Resolution No. 035-17R, passed on June 12, 2017; and

WHEREAS, the City Commission approved the awarding of the contract to Studer-Obringer Inc., of New Washington, Ohio, for work to be performed for the Amtrak Depot Renovation and Modernization Project by Ordinance No. 17-156, passed on August 14, 2017; and

WHEREAS, the Amtrak Depot Renovation and Modernization Project involves general renovations and improvements to the Amtrak facility including interior demolition, masonry, rough and finish carpentry, doors and windows, drywall and painting, heating and cooling and electrical for the Operation Manager's Office, information technology closet, driver staging area, dispatch area and customer reception area and has an alternate bid for construction related improvements for the conference room; and

WHEREAS, this First Change Order reflects the cost of additional time required to drill through unanticipated twelve inches of hardened brick which was concealed behind the sandstone exterior; and

WHEREAS, the original contract with Studer-Obringer Inc. was \$55,700.00 and with the addition of this First Change Order in the amount of \$1,490.00, the revised contract amount is \$57,190.00 and the cost of this change order will be paid with Sandusky Transit System Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to make payment in a timely manner to contractor for services already provided; and

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

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

Section 1. The City Manager is hereby authorized and directed to approve this First Change Order for work performed for the Amtrak Depot Renovation and Modernization Project in an amount **not to exceed** One Thousand Four Hundred Ninety and 00/100 Dollars (\$1,490.00) resulting a revised contract cost of Fifty Seven Thousand One Hundred Ninety and 00/100 Dollars (\$57,190.00) with Studer-Obringer Inc., of New Washington, Ohio.

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

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

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

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

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

Passed: November 13, 2017



DEPARTMENT OF PUBLIC WORKS

222 Meigs Street
Sandusky, Ohio 44870
419.627.5829
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: October 30, 2017

Subject: **Commission Agenda Item – Purchase Bulk Rock Salt for CY 2018**

ITEM FOR CONSIDERATION: Legislation to purchase bulk highway deicing rock salt for calendar year 2018.

BACKGROUND INFORMATION: Since 1998, the City of Sandusky (City) has been included in the bidding procedure utilized by Erie County (County) to obtain bulk highway deicing rock salt. The bid included the County Engineer, County Facilities Department, and thirteen other political subdivisions, of which the City's salt requirements are approximately 25% of the total bid quantity. As the top purchaser under this contract, the City facilitates reduced costs for all participants in the County's bid process based on increased tonnage.

Bids submitted to County Commissioners included eight (8) townships, three (3) villages, City of Huron, City of Sandusky, and two (2) separate County departments for a total of 10,125 tons and the City's allocation is 2,500 tons. Erie County has awarded the salt contract for CY 2018 to Morton Salt, Inc. of Chicago, Illinois, at a rate of \$39.71 per ton for delivery. The price for 2017 was \$40.22 per ton.

Should the City use its total allocated quantity of salt, the budget impact would be a maximum of \$99,275.00. In the early stages of inclement weather, City crews pretreat the Milan Road overpass, main corridors and underpasses with brine in an effort to decrease snow and ice accumulation, as well as salt usage. In addition, crews will opt to pick-up salt at a branch location in Sandusky for a reduced cost of \$34.50/ton as frequently as possible. Because of this lower rate for 2018, the City does not plan to "top off" existing supplies until after January 1, 2018.

BUDGETARY INFORMATION: Funds for the purchase of bulk rock salt are routinely included in the Division of Traffic's operating budget each year.

ACTION REQUESTED: It is recommended that proper legislation be prepared to purchase bulk deicing rock salt from Morton Salt Inc. of Chicago, Illinois, at an amount not to exceed \$99,275.00 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 authorize the purchase of bulk highway deicing rock salt for calendar year 2018 and allow for salt application as the weather dictates.

I concur with this recommendation:

Eric Wobser, City Manager

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

RESOLUTION NO. 17-408**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ERIE COUNTY, OHIO, FOR THE PURPOSE OF ENTERING INTO AN AGREEMENT WITH MORTON SALT, INC.**

The Board of County Commissioners of Erie County, Ohio, met this 14th day of September, 2017, in regular session with the following members present:

Patrick J. Shenigo, Mathew R. Old, and William J. Monaghan.

Mr. Monaghan introduced the following resolution and moved its adoption.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ERIE COUNTY, OHIO:

THAT, this Board hereby enters into an agreement with Morton Salt, Inc., 444 W. Lake Street, Chicago, IL 60606, for the purpose of furnishing rock salt for highway ice control during the 2018 calendar year for the Erie County Engineer and various other political subdivisions throughout Erie County, according to the provisions as outlined in the attached document; and

THAT, this Board of County Commissioners hereby finds and determines that all formal actions relative to the adoption of this resolution were taken in an open meeting of this Board; and that all deliberations of this Board and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including Section 121.22 of the Revised Code.

Mr. Old seconded the motion for the adoption of said resolution; and the roll being called upon its adoption, the vote resulted as follows:

Roll Call: Mr. Monaghan, Aye; Mr. Old, Aye; Mr. Shenigo, Aye

Adopted: September 14, 2017

CERTIFICATE

I, Carolyn L. Hauenstein, Clerk of the Board of County Commissioners of Erie County, Ohio, hereby do certify that the above is a true and correct copy of resolution adopted by said Board under said date, and as same appears in Commissioners' Journal Volume #212.

Carolyn L. Hauenstein Clerk
Board of County Commissioners
of Erie County, Ohio

Approved by County Administrator

Peter S. Daniel
Peter S. Daniel



Dave Yost
Ohio Auditor of State

Office of Auditor of State
88 East Broad Street
Post Office Box 1140
Columbus, OH 43216-1140
(614) 466-4514
(800) 282-0370

Auditor of State - Unresolved Findings for Recovery Certified Search

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,

Organization: MORTON SALT, INC.

Date: 8/29/2017 at 10:34 AM

This search produced the following list of possible matches:

11 Possible matches were found

Name/Organization	Address
Ashmore, Michael	4998 Guards Lane Cincinnati OH 45244
Ashmore, Michael	4998 Guards Lane Cincinnati OH 45244
Laptops and More, Inc.	9403 Scottsdale Drive Broadview Heights OH 44147
Moreland, Nellie	
Morell, Tina	OH
Morgan, Angel	4870 Hunt Road, Suite 1 Cincinnati OH 45242
Morgan, Roberta E	6256 Cary Avenue Cincinnati OH 45224
Morgan, Judith A	1716 Gilsey Cincinnati OH 45205
Morris, Sara	4852 Klondike Road Charleston WV 25313
Morris, James	
Morris, Walter	

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

CONTRACT

This contract made and entered into this 14 day of September, 2017, by and between Morton Salt, Inc., 444 W. Lake Street, Chicago, Illinois 60606, hereafter called the "Supplier" and the Board of Commissioners, Erie County, Ohio hereinafter called "Contracting Authority."

WITNESSETH:

The Supplier shall furnish 10,125 tons, more or less, of bulk highway deicing rock salt, treated to prevent caking, for highway ice control during the 2018 calendar year (1/01/18 – 12/31/18). Rock salt delivered to and or picked up by Buyer must be treated with sufficient amounts of anti-caking additives/chemicals so the rock salt will remain in a free flowing, usable condition (without the presence of clumping) while stored in the receiving agency's storage facility.

TO BE ALLOCATED AS FOLLOWS:

	Requested Tons	Cost of Pick-Up	Total	Cost for Delivery	Total
Erie County Engineer, Highway Dept.	3,200	\$34.50/ton	110,400.00	\$39.71/ton	127,072.00
Erie County Facilities Dept.	150	34.50/ton	5,175.00	39.71/ton	5,956.50
Berlin Township	200	34.50/ton	6,900.00	39.71/ton	7,942.00
Florence Township	100	34.50/ton	3,450.00	39.71/ton	3,971.00
Gorton Township	50	34.50/ton	1,725.00	39.71/ton	1,985.50
Huron Township	500	34.50/ton	17,250.00	39.71/ton	19,855.00
Margaretta Township	200	34.50/ton	6,900.00	39.71/ton	7,942.00
Milan Township	600	34.50/ton	20,700.00	39.71/ton	23,826.00
Oxford Township	125	34.50/ton	4,312.50	39.71/ton	4,963.75
Perkins Township	800	34.50/ton	27,600.00	39.71/ton	31,768.00
Village of Berlin Heights	100	34.50/ton	3,450.00	39.71/ton	3,971.00
Village of Castalia	200	34.50/ton	6,900.00	39.71/ton	7,942.00
Village of Milan	400	34.50/ton	13,800.00	39.71/ton	15,884.00
City of Huron	1,000	34.50/ton	34,500.00	39.71/ton	39,710.00
City of Sandusky	2,500	34.50/ton	86,250.00	39.71/ton	99,275.00
Total Estimated Requirements	10,125		\$349,312.50		\$402,063.75

EACH COUNTY AGENCY WILL BE BILLED SEPARATELY. Rock salt to be picked up at a contract price of \$34.50/Ton. Rock salt to be delivered to any bid destination in Erie County Ohio, in minimum truckloads of 20 tons at a contract price of \$39.71/Ton, not to exceed **\$133,028.50** (\$127,072.00 – Erie County Engineer, \$5,956.50– Erie County Facilities Department) without prior written authorization. No deliveries will be made without prior written authorization by the Erie County Engineer or Erie County Facilities Department and written concurrence by the Erie County Auditor that the funds are available.

In the event of a conflict between the terms and conditions of this Contract and the terms and conditions of the bid dated AUGUST 8, 2017, the terms and conditions of the Contract shall prevail.

SUPPLIER SERVICE REQUIREMENTS

The Supplier, upon written authorization of the Commissioners, will complete the work as detailed in the attached Request for Bid titled: TREATED ROCK SALT FOR HIGHWAY ICE CONTROL, along with the bid submitted by Morton Salt, Inc. on August 10, 2017.

SUPPLIER RESPONSIBILITIES

The Supplier shall submit a detailed invoice for the products picked up or delivered in accordance with the provisions in the original specifications.

TERM

This contract shall remain in effect from January 1, 2018 through December 31, 2018.

INDEMNITY

The Supplier shall indemnify, hold harmless and defend the Commissioners and the other political entities in Erie County, Ohio, and their employees, from and against any and all claims, liability, damage or loss to person or property which may arise or grow out of the performance of this contract by Supplier, Supplier's agents, employees, invitees or others acting on behalf of the Supplier.

INSURANCE REQUIREMENTS

The Supplier agrees to meet all insurance requirements, and workers' compensation requirements, as required by the Ohio Revised Code. This contract shall be governed by and construed in accordance with the laws of the State of Ohio.

MODIFICATION

This contract may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this contract shall be binding unless it is in writing and signed by all parties. In the event of cancellation of an executed order due to Commissioners' breach of contract, or for Commissioners' termination for convenience, Supplier will be compensated for product supplied to-date.

NOTICE TO PROCEED

The Supplier will not provide product until the contract is executed, and purchase order is agreed.

NON-DISCRIMINATION

The Supplier shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry. The Supplier shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, including apprenticeship. Supplier agrees to comply with all pertinent provisions of Section 153.59 of the Ohio Revised Code.

FINDINGS FOR RECOVERY

The Supplier 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. The Supplier agrees that, if this representation or warranty is deemed to be false, the contract shall be void *ab initio* as between the parties to this contract, and any funds paid by the State hereunder immediately shall be repaid to the State, or an action for recovery immediately may be commenced by the State for recovery of said funds.

ROCK SALT CALENDAR YEAR 2018

COUNTERPARTS

This contract may be executed in two or more counterparts, each shall be deemed to be an original and taken together shall be deemed to be one and the same instrument. This contract may be executed and delivered by facsimile or electronically in Microsoft Word or PDF format.

COMPONENT PARTS OF THIS CONTRACT


The executed contract documents shall consist of the following:

- a. This Contract
- b. Signed copy of Bid
- c. Bid Specifications
- d. Addendum #1

These documents constitute the entire contract between the parties and its provisions shall be construed in accordance with the laws of the State of Ohio. This contract, together with other documents enumerated above, is as fully a part of the contract as if hereto attached or herein repeated, and forms the contract between the parties hereto. In the event that any provision in any component part of this contract conflicts with any provision of any other component part, the provision of the component part first enumerated above shall govern, except as otherwise specifically stated.

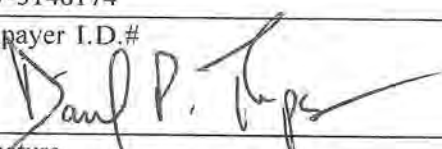
SIGNED AND ACKNOWLEDGED IN THE PRESENCE OF:

MORTON SALT, INC.



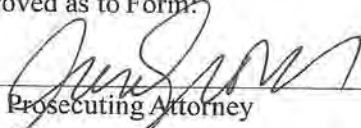
Signature
Anthony T. Patton
Director, U.S. Gov't Bulk Deicing Sales & Marketing
Title

27-3146174
Taxpayer I.D.#



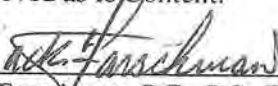
Signature
Daniel P. Thompson
V.P., Bulk Deicing Sales & Marketing
Title

Approved as to Form:



Asst. Prosecuting Attorney

Approved as to Content:




Jack Farschman, P.E., P.S., Erie County Engineer



Gary Weilnau, Building & Grounds Superintendent
ROCK SALT CALENDAR YEAR 2018

BOARD OF COUNTY COMMISSIONERS OF ERIE COUNTY, OHIO



Patrick J. Shenigo



Mathew R. Old



William J. Monaghan

9-14-17

CONTRACT LIMITATION CERTIFICATE

I, Anthony T. Patton —, on behalf of **MORTON SALT, INC.**,
(name of representative of vendor)

do hereby acknowledge that the maximum amount of monetary obligation of Erie County, Ohio, i.e., Board of County Commissioners of Erie County, Ohio, under the hereinbefore attached contract or agreement is **\$133,028.50** UNLESS the Board of Erie County Commissioners gives **PRIOR APPROVAL** for additional expenditures of money under the contract or agreement and the County Auditor certifies to the availability of such additional funds. Erie County, Ohio, i.e., the Board of County Commissioners of Erie County, Ohio **SHALL NOT BE HELD LIABLE** by **MORTON SALT, INC.** for any monetary obligations under this contract or agreement above the maximum amount of **\$133,028.50**, UNLESS expenditures are approved by the Board.

Anthony T. Patton
Representative of Vendor
Anthony T. Patton
Director, U.S. Gov't Bulk Deicing Sales & Marketing

Sworn to before me and subscribed in my presence this 31st day of August
2017



Andrew Lorenzini
(Notary Public)

APPROVED AS TO CONTENT

Jack Farschman
Jack Farschman, P.E., P.S., Erie County Engineer

Gary Weilnau
Gary Weilnau, Building & Grounds Superintendent

**AFFIDAVIT OF CONTRACTOR OR SUPPLIER OF NON-DELINQUENCY OF
PERSONAL PROPERTY TAXES**

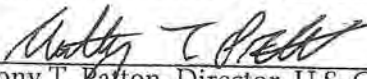
O.R.C. 5719.042

STATE OF ~~OHIO~~: Illinois


SS: 27-3146174

TO: Board of Erie County Commissioners

The undersigned, being first duly sworn, having bid on the following project "**ERIE COUNTY, OHIO, ROCK SALT FOR HIGHWAY ICE CONTROL**" hereby states that we are not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which you as a taxing district have territory and that we were not charged with delinquent personal property taxes on any such tax list. In consideration of the award of the above contract, the above statement is incorporated in said contract as a covenant of the undersigned.


Anthony T. Patton, Director, U.S. Gov't Bulk Deicing Sales & Marketing

Sworn to before me and subscribed in my presence this 8th day of August, 20 17.


Notary Public



NON-COLLUSION AFFIDAVIT

State of ~~Ohio~~ Illinois
Erie County Cook County

BID Identification: "ERIE COUNTY, OHIO, ROCK SALT FOR HIGHWAY ICE CONTROL"

CONTRACTOR Anthony T. Patton, being first duly sworn, deposes and says that he is ^{Director, U.S. Gov't Bulk Deicing Sales & Marketing} (sole owner, a partner, president, secretary, etc.) of Morton Salt, Inc. the party making the foregoing BID; that such BID is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such BID is genuine and not collusive or sham; that said BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham BID and has not directly or indirectly colluded, conspired, connived or agreed with any BIDDER or anyone else to put in a sham BID, or that any one shall refrain from bidding; that said BIDDER has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the BID price of said BIDDER or of any other BIDDER, or to fix any overhead, profit or cost element of such BID price, or of that of any other BIDDER, or to secure any advantage against the CONTRACTING AUTHORITY awarding the contract or anyone interested in the proposed contract; that all statements contained in such BID are true; and further, that said BIDDER has not, directly or indirectly, submitted his BID price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, BID depository, or to any member of agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said BIDDER in his general business.

Signed:

Anthony T. Patton
Anthony T. Patton, Director, U.S. Gov't Bulk Deicing Sales & Marketing
Subscribed and sworn to before me this 8th day of August, 2017.

Seal of Notary

Andrew Lorenzini



Document A310™ — 2010

Conforms With The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Morton Salt, Inc.
444 West Lake Street, Suite 3000
Chicago, IL 60606

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

Mailing Address for Notices
Same as above

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Board of Erie County Commissioners
2900 Columbus Ave
Sandusky, OH 44870

BOND AMOUNT: \$ 500.00

PROJECT:

(Name, location or address, and Project number, if any)

Furnishing Salt

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 8TH day of August, 2017


(Witness)



(Witness)

Morton Salt, Inc.

(Principal)

(Seal)

By:


(Title) Anthony T. Patton, Director, U.S. Government
Bulk Drying Sales & Marketing

Liberty Mutual Insurance Company
(Surety)

(Seal)

By:


(Title) Stacey Gwilt Attorney-in-Fact

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7516395

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Andrew Lorenzini; Anthony T. Patton; Ayanna Jefferson-Williams; Daniel P. Thompson; Evelyn D. Anderson; Joshua Sartori; Leah Pittacora; Leanne Roth; Mariola Garcia; Nancy Torres; Na-Tia Douglas; Natosha Hunt-Mobley; Robert H. George; Stacey Gwilt

all of the city of Chicago, state of IL, each individually if there be more than one named; its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of October, 2016.



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 24th day of October, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney: Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings: Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8TH day of August, 2017.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call

STATE OF ILLINOIS
COUNTY OF COOK

On this 8th day of August, 2017, before me personally appeared
Stacy Gwitt, known to me to be the Attorney-in-Fact
of Liberty Mutual Insurance Company the corporation that executed
the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office
in the aforesaid county, the day and year in this certificate first written above.

Andrew Lorenzini
(Notary Public)



ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE BULK HIGHWAY DEICING ROCK SALT FOR THE DIVISION OF TRAFFIC SERVICES TO BE USED IN THE CY 2018 FROM MORTON SALT, INC., OF CHICAGO, ILLINOIS; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, since 1998, the City of Sandusky has been included in the bidding procedure utilized by Erie County to obtain bulk highway deicing rock salt; and

WHEREAS, Erie County has awarded the salt contract for CY 2018 to Morton Salt, Inc., of Chicago, Illinois, at a rate of \$39.71 per ton for delivery and \$34.50 per ton for pick-up; and

WHEREAS, the bid submitted to the Erie County Commissioners included 8 townships, 3 villages, the City of Sandusky, City of Huron, and 2 separate Erie County departments for a total of 10,125 tons and the City's allocation is 2,500 tons; and

WHEREAS, should the City use its total estimated quantity (2,500 tons) of highway deicing rock salt the maximum budget impact would be \$99,275.00; and

WHEREAS, funds for the purchase of this item are routinely included in the Division of Traffic's operating budget each year; 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 authorize the purchase of highway deicing rock salt for the calendar year 2018 and allow for salt application as the weather dictates; 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 purchase from Morton Salt, Inc., of Chicago, Illinois, Two Thousand Five Hundred (2,500) tons, more or less, of bulk highway deicing rock salt for use by the Division of Traffic during CY 2018, at a cost **not to exceed** Ninety Nine Thousand Two Hundred Seventy Five and 00/100 Dollars (\$99,275.00). Said highway deicing rock salt shall be provided in accordance with the proposal of the said Morton Salt, Inc., of

Chicago, Illinois, on file with the Erie County Purchasing Department, and the bid specifications in relation thereto.

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 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: November 13, 2017



DEPARTMENT OF PUBLIC WORKS

222 Meigs Street
Sandusky, Ohio 44870
419.627.5829

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: November 2, 2017

Subject: Commission Agenda Item – 2018 Chemical Contract for Big Island Water Works and the Waste Water Treatment Plants

ITEM FOR CONSIDERATION: Legislation for the purchase of chemicals for use at the Big Island Water Works and Waste Water Treatment Plants for the calendar year 2018.

BACKGROUND INFORMATION: On October 24, 2017, bids were accepted and read publicly for the purchase of chemicals to be used at the Big Island Water Works and Waste Water Treatment Plants in 2018. A total of fourteen (14) companies bid on the various chemicals.

Contract One – Liquid Sodium Permanganate (BIWW) 12,000 Gallons, more or less

Bonded Chemicals Inc.
Columbus, OH

Bid: \$71,004.00 (\$5.917 per gallon)
Surety: 100% Bid Bond

Shannon Chemical
Exton, PA

Bid: \$71,640.00 (\$5.97 per gallon)
Surety: 10% of Base Bid in Cashier's Check

Contract Two – Hydrofluosilicic Acid (BIWW) 18,000 Gallons, more or less

Bonded Chemical
Columbus, OH

Bid: \$31,320.00 (\$1.74 per gallon)
Surety: 100% Bid Bond

SAL Chemical
Weirton, WV

Bid: \$31,230.00 (\$1.735 per gallon)
Surety: 100% Bid Bond

Univar USA Inc.
Cincinnati, OH

Bid: \$36,000.00 (\$2.00 per gallon)
Surety: 100% Bid Bond

Contract Three – Sodium Hydroxide Liquid (BIWW) 50,000 Gallons, more or less

Bonded Chemical
Columbus, OH

Bid: \$110,400.00 (\$2.21 per gallon)
Surety: 100% Bid Bond

JCI Jones Chemicals
Barberton, OH

Bid: \$104,000.00 (\$2.08 per gallon)
Surety: 100% Bid Bond

Contract Four – Sodium Hypochlorite (BIWW) 90,000 Gallons, more or less**Bonded Chemical
Columbus, OH****Bid: \$62,910.00 (\$0.699 per gallon)
Surety: 100% Bid Bond****Contract Five – Aluminum Sulfate Polymer Blend (BIWW) 550 Tons, more or less wet weight****Applied Specialties
Avon Lake, OH****Bid: \$268,400.00 (\$488.00 per ton)
Surety: 100% Bid Bond****Chemtrade Chemicals
Parisppany, NJ****Bid: \$279,400.00 (\$508.00 per ton)
Surety: 100% Bid Bond****Contract Six – Powder Activated Carbon (BIWW) 93,000 Pounds, more or less****Bonded Chemical
Columbus, OH****Bid: \$73,470.00 (\$0.79 per pound on truckloads)
Surety: 100% Bid Bond****SAL Chemical
Weirton, WV****Bid: \$83,235.00 (\$0.895 per pound on truckloads)
Surety: 100% Bid Bond****Calgon Carbon Corp.
Moon Township, PA****Bid: \$69,750.00 (\$0.75 per pound on truckloads)
Surety: 100% Bid Bond**

**Powder Activated Carbon performance adjusted cost for TOC removal and tested with newly installed equipment.*

**Jacobi
Moon Township, PA****Bid: \$66,495.00 (\$0.715 per pound on truckloads)
Surety: 100% Bid Bond****Oxbow Activated Carbon, LLC
Oceanside, CA****Bid: \$69,006.00 (\$0.74 per pound on truckloads)
Surety: 100% Bid Bond****Carbpure Technologies, LLC
Littleton, CO****Bid: \$68,355.00 (\$0.735 per pound on truckloads)
Surety: 100% Bid Bond****Contract Seven – Ferrous Chloride Solution (WWTP) 350,000 Pounds, more or less****Kemira Water Solutions Inc.
Lawrence, KS****Bid: \$143,500.00 (\$0.0410 per pound)
Surety: 100% Bid Bond****PVS Technologies, Inc.
Detroit, MI****Bid: \$168,000.00 (\$0.0480 per pound)
Surety: 100% Bid Bond****Contract Eight – Polymer Liquid (WWTP) 55,000 Pounds, more or less****SNF Polydyne Inc.
Riceboro, GA****Bid: \$48,950.00 (\$0.89 per pound)
Surety: 100% Bid Bond**

In addition to bidding for City chemicals, we routinely include Erie County's chemicals for their wastewater treatment plants in our annual chemical bids just as the City participates in Erie County's Road Salt Bid annually. The City of Huron also participates in the process with chemicals for their water and wastewater treatment plants. Each entity is responsible for entering into their own contracts with the chemical companies.

BUDGETARY INFORMATION: Funds for the purchase of these items are routinely included in the operating budgets of the Water and Sewer Plants

ACTION REQUESTED: It is requested that the proper legislation be prepared to purchase chemicals for the calendar year 2018 for use at the Big Island Water Works and Waste Water Treatment Plant as follows:

	Description	Company	Quantity	Unit	Unit Price	Total
Contract #1	Liquid Sodium Permanganate	Bonded Chemicals	12,000	Gal	\$5.917	\$71,004.00
Contract #2	Hydrofluosilicic Acid	SAL Chemical	18,000	Gal	\$1.735	\$31,230.00
Contract #3	Sodium Hydroxide Liquid	JCI Jones	50,000	Gal	\$2.08	\$104,000.00
Contract #4	Sodium Hypochlorite	Bonded Chemicals	90,000	Gal	\$0.699	\$62,910.00
Contract #5	Aluminum Sulfate Polymer Blend – Liquid	Applied Specialties	550	Ton	\$488.00	\$268,400.00
Contract #6	Powdered Activated Carbon	Calgon Carbon Corp.	93,000	Lbs	\$0.75	\$69,750.00
Contract #7	Ferrous Chloride Solution	Kemira Water Solutions	350,000	Lbs	\$0.410	\$143,500.00
Contract #8	Polymer – Liquid	SNF Polydyne Inc.	55,000	Lbs	\$0.89	\$48,950.00

It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter to allow for delivery of the product as needed by January 1, 2018.

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 PURCHASE 12,000 GALLONS, MORE OR LESS, OF LIQUID SODIUM PERMANGANATE FROM BONDED CHEMICALS INC. OF COLUMBUS, OHIO, FOR USE AT THE BIG ISLAND WATER WORKS PLANT DURING THE CALENDAR YEAR 2018; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, upon public competitive bidding as required by law for the purchase of Twelve Thousand (12,000) gallons, more or less, of Liquid Sodium Permanganate for use at the Big island Water Works Plant, two (2) appropriate bids were received and the bid of Bonded Chemicals, Inc. of Columbus, Ohio, was determined to be the lowest and best bid; and

WHEREAS, funds for this purchase are routinely included in the Big Island Water Works Plant's operating budget; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to allow delivery of this product as needed by January 1, 2018; 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 be and hereby is authorized and directed to purchase Twelve Thousand (12,000) gallons, more or less, of Liquid Sodium Permanganate from Bonded Chemicals, Inc. of Columbus, Ohio, for use at the Big island Water Works Plant for \$5.917 per gallon at an amount **not to exceed** Seventy One Thousand Four and 00/100 Dollars (\$71,004.00). Said Liquid Sodium Permanganate shall be provided in accordance with the proposal of the said Bonded Chemicals, Inc. of Columbus, Ohio, 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 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: November 13, 2017

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE 18,000 GALLONS, MORE OR LESS, OF HYDROFLUOSILICIC ACID FROM SAL CHEMICAL OF WEIRTON, WEST VIRGINIA, FOR USE AT THE BIG ISLAND WATER WORKS PLANT DURING THE CALENDAR YEAR 2018; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, upon public competitive bidding as required by law for the purchase of Eighteen Thousand (18,000) gallons, more or less, of Hydrofluosilicic Acid for use at the Big Island Water Works Plant, three (3) appropriate bids were received and the bid of SAL Chemical of Weirton, West Virginia, was determined to be the lowest and best bid; and

WHEREAS, funds for this purchase are routinely included in the Big Island Water Works Plant's operating budget; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to allow delivery of this product as needed by January 1, 2018; 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 be and hereby is authorized and directed to purchase Eighteen Thousand (18,000) gallons, more or less, of Hydrofluosilicic Acid from SAL Chemical of Weirton, West Virginia, for use at the Big Island Water Works Plant for \$1.735 per gallon at an amount **not to exceed** Thirty One Thousand Two Hundred Thirty and 00/100 Dollars (\$31,230.00). Said Hydrofluosilicic Acid shall be provided in accordance with the proposal of the said SAL Chemical of Weirton, West Virginia, 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 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: November 13, 2017

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE 50,000 GALLONS, MORE OR LESS, OF SODIUM HYDROXIDE LIQUID FROM JCI JONES CHEMICALS OF BARBERTON, OHIO, FOR USE AT THE BIG ISLAND WATER WORKS PLANT DURING THE CALENDAR YEAR 2018; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, upon public competitive bidding as required by law for the purchase of Fifty Thousand (50,000) gallons, more or less, of Sodium Hydroxide Liquid, for use at the Big Island Water Works Plant, two (2) appropriate bids were received and the bid of JCI Jones Chemicals of Barberton, Ohio, was determined to be the lowest and best bid; and

WHEREAS, funds for this purchase are routinely included in the Big Island Water Works Plant's operating budget; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to allow delivery of this product as needed by January 1, 2018; 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 be and hereby is authorized and directed to purchase Fifty Thousand (50,000) gallons, more or less, of Sodium Hydroxide Liquid from JCI Jones Chemicals of Barberton, Ohio, for use at the Big Island Water Works Plant for \$2.08 per gallon at an amount **not to exceed** One Hundred Four Thousand and 00/100 Dollars (\$104,000.00). Said Sodium Hydroxide Liquid shall be provided in accordance with the proposal of the said JCI Jones Chemicals of Barberton, Ohio, 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 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: November 13, 2017

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE 90,000 GALLONS, MORE OR LESS, OF SODIUM HYPOCHLORITE FROM BONDED CHEMICAL OF COLUMBUS, OHIO, FOR USE AT THE BIG ISLAND WATER WORKS PLANT DURING THE CALENDAR YEAR 2018; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, upon public competitive bidding as required by law for the purchase of Ninety Thousand (90,000) gallons, more or less, of Sodium Hypochlorite for use at the Big Island Water Works Plant, one (1) appropriate bid was received and the bid of Bonded Chemical of Columbus, Ohio, was determined to be the lowest and best bid; and

WHEREAS, funds for this purchase are routinely included in the Big Island Water Works Plant's operating budget; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to allow delivery of this product as needed by January 1, 2018; 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 be and hereby is authorized and directed to purchase Ninety Thousand (90,000) gallons, more or less, of Sodium Hypochlorite from Bonded Chemical of Columbus, Ohio, for use at the Big Island Water Works Plant for \$0.699 per gallon at an amount **not to exceed** Sixty Two Thousand Nine Hundred Ten and 00/100 Dollars (\$62,910.00). Said Sodium Hypochlorite shall be provided in accordance with the proposal of the said Bonded Chemical of Columbus, Ohio, 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 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: November 13, 2017

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE 550 TONS WET WEIGHT, MORE OR LESS, OF ALUMINUM SULFATE POLYMER BLEND LIQUID FROM APPLIED SPECIALTIES OF AVON LAKE, OHIO, FOR USE AT THE BIG ISLAND WATER WORKS PLANT DURING THE CALENDAR YEAR 2018; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, upon public competitive bidding as required by law for the purchase of Five Hundred Fifty (550) tons wet weight, more or less, of Aluminum Sulfate Polymer Blend Liquid for use at the Big Island Water Works Plant, two (2) appropriate bids were received and the bid of Applied Specialties of Avon Lake, Ohio, was determined to be the lowest and best bid; and

WHEREAS, funds for this purchase are routinely included in the Big Island Water Works Plant's operating budget; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to allow delivery of this product as needed by January 1, 2018; 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 be and hereby is authorized and directed to purchase Five Hundred Fifty (550) tons wet weight, more or less, of Aluminum Sulfate Polymer Blend Liquid from Applied Specialties of Avon Lake, Ohio, for use at the Big Island Water Works Plant for \$488.00 per ton at an amount **not to exceed** Two Hundred Sixty Eight Thousand Four Hundred and 00/100 Dollars (\$268,400.00). Said Aluminum Sulfate Polymer Blend Liquid shall be provided in accordance with the proposal of the said Applied Specialties of Avon Lake, Ohio, 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 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: November 13, 2017

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE 93,000 POUNDS, MORE OR LESS, OF POWDERED ACTIVATED CARBON FROM CALGON CARBON CORP. OF MOON TOWNSHIP, PENNSYLVANIA, FOR USE AT THE BIG ISLAND WATER WORKS PLANT DURING THE CALENDAR YEAR 2018; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, upon public competitive bidding as required by law for the purchase of Ninety Three Thousand (93,000) pounds, more or less, of Powdered Activated Carbon for use at the Big Island Water Works Plant, six (6) appropriate bids were received and the bid of Calgon Carbon Corp. of Moon Township, Pennsylvania, was determined to be the lowest and best bid; and

WHEREAS, funds for this purchase are routinely included in the Big Island Water Works Plant's operating budget; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to allow delivery of this product as needed by January 1, 2018; 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 be and hereby is authorized and directed to purchase Ninety Three Thousand (93,000) pounds, more or less, of Powdered Activated Carbon from Calgon Carbon Corp. of Moon Township, Pennsylvania, for use at the Big Island Water Works Plant for \$0.75 per pound at an amount **not to exceed** Sixty Nine Thousand Seven Hundred Fifty and 00/100 Dollars (\$69,750.00). Said Powdered Activated Carbon shall be provided in accordance with the proposal of the said Calgon Carbon Corp. of Moon Township, Pennsylvania, 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 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: November 13, 2017

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE 350,000 POUNDS, MORE OR LESS, OF FERROUS CHLORIDE SOLUTION FROM KEMIRA WATER SOLUTIONS, INC., OF LAWRENCE, KANSAS, FOR USE AT THE WASTEWATER TREATMENT PLANT DURING THE CALENDAR YEAR 2018; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, upon public competitive bidding as required by law for the purchase of Three Hundred Fifty Thousand (350,000) pounds, more or less, of Ferrous Chloride Solution for use at the Wastewater Treatment Plant, two (2) appropriate bids were received and the bid of Kemira Water Solutions Inc., of Lawrence, Kansas, was determined to be the lowest and best bid; and

WHEREAS, funds for this purchase are routinely included in the Wastewater Treatment Plant's operating budget; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to allow delivery of this product as needed by January 1, 2018; 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 be and hereby is authorized and directed to purchase Three Hundred Fifty Thousand (350,000) pounds, more or less, of Ferrous Chloride Solution from Kemira Water Solutions, Inc., of Lawrence, Kansas, for use at the Wastewater Treatment Plant for \$0.410 per pound at an amount **not to exceed** One Hundred Forty Three Thousand Five Hundred and 00/100 Dollars (\$143,500.00). Said Ferrous Chloride Solution shall be provided in accordance with the proposal of the said Kemira Water Solutions, Inc., of Lawrence, Kansas, 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 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: November 13, 2017

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE 55,000 POUNDS, MORE OR LESS, OF POLYMER LIQUID FROM SNF POLYDYNE INC., OF RICEBORO, GEORGIA, FOR USE AT THE WASTEWATER TREATMENT PLANT DURING THE CALENDAR YEAR 2018; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, upon public competitive bidding as required by law for the purchase of Fifty Five Thousand (55,000) pounds, more or less, of Polymer Liquid for use at the Wastewater Treatment Plant, one (1) appropriate bid was received and the bid of SNF Polydyne, Inc., of Riceboro, Georgia, was determined to be the lowest and best bid; and

WHEREAS, funds for this purchase are routinely included in the Wastewater Treatment Plant's operating budget; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to allow delivery of this product as needed by January 1, 2018; 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 be and hereby is authorized and directed to purchase Fifty Five Thousand (55,000) pounds, more or less, of Polymer Liquid from SNF Polydyne Inc., of Riceboro, Georgia, for use at the Wastewater Treatment Plant for \$0.89 per pound at an amount **not to exceed** Forty Eight Thousand Nine Hundred Fifty and 00/100 Dollars (\$48,950.00). Said Polymer Liquid shall be provided in accordance with the proposal of the said SNF Polydyne Inc., of Riceboro, Georgia, 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 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: November 13, 2017



DEPARTMENT OF PUBLIC WORKS

222 Meigs Street
Sandusky, Ohio 44870
419.627.5829
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: October 27, 2017

Subject: Commission Agenda Item – Change Order #2 & Final for Powder Activated Carbon (PAC) System Improvements Project

ITEM FOR CONSIDERATION: Requesting legislation for approval of Change Order No. 2 & Final for the Powder Activated Carbon (PAC) System Improvements and Fluorescence Equipment project.

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

At the February 27, 2017, meeting via Ordinance 17-035, Sandusky City Commission approved Change Order No. 1 for a 30-day time extension to April 30, 2017, to allow delivery of the tanks.

As part of the lump sum contract, the City included a discretionary allowance that could require the contractor to supply a temporary PAC system in case there were delays encountered during construction that may have pushed start-up of the system past the beginning of the algae season. This provided flexibility to ensure we could still meet water quality standards, no matter what happened during construction since the carbon feed system was being demolished.

There was another discretionary allowance, for incidentals during construction, that was minimally used. Both of these items allowed for an overall savings on the project.

The system has been operational since July 18, but the subcontractor has been working through some warranty and punch list items associated with the Programmable Logic Controller and the screw conveyor. This change order would include a time extension for an additional 79 days from April 30 through July 18.

BUDGETARY INFORMATION: The original contract, which is a lump sum project, was for \$1,619,000.00. Change order No. 2 and final is for a deduction of \$212,106.17 that would reduce the contract to \$1,406,893.83.

Including design, construction, construction inspection, interest and fees, the original WSRLA loan from Ohio EPA was \$2,071,950.00. Staff will begin completion of the close-out documents for the loan, which will determine the final loan amount and interest rates.

ACTION REQUESTED: It is recommended that the necessary legislation be approved and passed under suspension of the rules in accordance with Section 14 of the City Charter so we can process final payment to the contractor and file WSRLA loan documentation with the State of Ohio before the end of this calendar year.

I concur with this recommendation:

Eric Wobser
City Manager

cc: K. Kresser, Commission Clerk; H. Solowiej, Finance Director; J. Harris, Law Director; O. McMonigle, Water Services Superintendent

**CITY OF SANDUSKY, OHIO
BIWW PAC SYSTEM IMPROVEMENTS PROJECT**

FINAL CONTRACT AMOUNT

Ref. No.	Description	Quan	Unit	Item Total	Final Contract Amount	Remaining
1	Powder Activated Carbon System- Substantial Completion on 5/24/2017	1	Lump	\$1,304,000.00	\$1,304,000.00	
2	Allowance- Supplemental PAC System & Powder Activated Car	1	Lump	\$125,000.00		\$124,045.70
CO4-1	Trench Cover Finish	1	Lump		\$954.30	
3	Allowance- Instrumentation	1	Lump	\$50,000.00		\$21,855.72
CO4-2	System Integrator	1	Lump		\$6,600.00	
CO4-3	PAC Feeder Size Increase	1	Lump		\$1,784.41	
CO4-4	Silo Remote Electrical Connections	1	Lump		\$1,532.04	
CO4-5	Air Compressor Disconnect	1	Lump		\$533.28	
CO4-6	Fiber Patch Panels	1	Lump		\$1,004.12	
CO4-7	New transformer, panel, outlets and lights	1	Lump		\$12,302.98	
CO4-8	Flow-based programming	1	Lump		\$4,387.45	
4	Allowance- Fluorescence Analysis Equipment	1	Lump	\$40,000.00		\$0.00
	Equipment approved on 11/15/2016- delivered on 12/2/2016	1	Lump		\$40,000.00	
5	Allowance- Contingency/Discretionary	1	Lump	\$100,000.00		\$66,204.75
CO1	Overage on Fluorescence Analysis Equipment	1	Lump		\$4,151.50	
CO3	Repair fence and add new fence and gates	1	Lump		\$29,643.75	
				<u>\$1,619,000.00</u>	<u>\$1,406,893.83</u>	

Deductive Amount for Change Order No. 4: \$212,106.17

Final Contract Amount: \$1,406,893.83

ORDINANCE NO. _____

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

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

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

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

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

WHEREAS, this City Commission approved the First Change Order with Mosser Construction Inc., of Fremont, Ohio, for the BIWW New Powder Activated Carbon (PAC) System Improvements and Fluorescence Equipment for Algal Toxin Plant Optimization Project to extend the final project completion date from March 31, 2017, until April 30, 2017, by Ordinance No. 17-035, passed on February 27, 2017; and

WHEREAS, this Second & Final Change Order provides for unused allowances and contingency funds budgeted for a temporary PAC system and incidentals during construction and also includes an extension in the final project completion date from April 30, 2017, until July 18, 2017; and

WHEREAS, the original contract with Mosser Construction Inc. was \$1,619,000.00, and with the **deduction** of this Second & Final Change Order in the amount of \$212,106.17, the final contract cost is \$1,406,893.83 and will be paid with funds from a Water Supply Revolving Loan Account (WSRLA) through the Ohio EPA and the Ohio Water Development Authority; 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 process final payment to the contractor and file WSRLA loan documentation with the State prior to the end of this calendar year; and

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

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

Section 1. The City Manager is hereby authorized and directed to approve this Second & Final Change Order for work performed for the Big Island Water Works (BIWW) New Powder Activated Carbon (PAC) System Improvements and Fluorescence Equipment for Algal Toxin Plant Optimization Project and to deduct from the contract amount the sum of Two Hundred Twelve Thousand One Hundred Six and 17/100 Dollars (\$212,106.17) resulting in the final contract cost of One Million Four Hundred Six Thousand Eight Hundred Ninety Three and 83/100 Dollars (\$1,406,893.83) with Mosser Construction Inc., of Fremont, Ohio, and to extend the final completion date from April 30, 2017, until July 18, 2017.

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

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

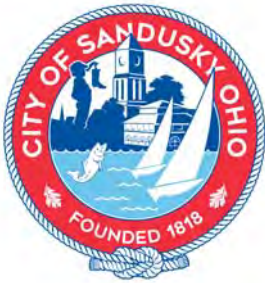
Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 4. That for the reasons set forth in the preamble hereto, this Ordinance 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: November 13, 2017



To: Eric Wobser, City Manager

From: Victoria Kurt, Recreation Superintendent

Date: November 1, 2017

Subject: Commission Agenda Item

ITEMS FOR CONSIDERATION: Requesting legislation for approval to enter into a services agreement with Great White North (GWN) Communications, LTD. for the operation of the 2nd Annual Dragon Boat Races event; Dragons & Bacon Fest, hosted by City of Sandusky Recreation Division and presenting sponsor Lake Erie Shores and Islands.

BACKGROUND INFORMATION:

- GWN Dragon Boat supplies and supports the sport of dragon boat racing. The City of Sandusky is requesting approval to hire the supplier to perform certain services and to lease dragon boats and accessories for the Dragons & Bacon Fest that is proposed to be held on Saturday, September 15, 2018 at the Paper District Marina.
- The Supplier will operate the full dragon boat race procedure and provide 3 dragon boats (40' length) that can hold up to 22 paddlers, 22 dragon boat paddles, 1 steering oar, 22 personal floatation devices (PFDs) and 3 boat fenders per dragon boat.
- City of Sandusky Recreation Division and Dragons & Bacon Fest Committee will be responsible for obtaining the Dragon Boat race team fees to meet or exceed the \$14,450.00 owed to GWN Communications, LTD. A 25% deposit is required upon entering the service agreement. Dragons & Bacon Fest Committee will be able to obtain a maximum of 21 teams of 22 paddlers for the event.
- City of Sandusky shall have the right to terminate the service agreement due to the cancellation of the event or lack of team registrations, if written notice of cancellation is received before August 16, 2018, at which the 25% deposit will be refunded.

BUDGETARY INFORMATION: The amount payable by the City of Sandusky Recreation Division to Supplier, GWN Communications, LTD. under the agreement for the 2018 Dragons & Bacon Fest is US \$14,540.00. A 25% deposit totaling \$3,635.00 is due upon signing the agreement, on or before January 31, 2018. City of Sandusky shall have the right to terminate the agreement due to the cancellation of the event or lack of team registrations, if written notice of cancellation is received before August 16, 2018, at which the 25% deposit will be refunded. If paid, the City will recoup these costs from the registration fees paid by the participants.

ACTION REQUESTED: It is requested that the proper legislation be prepared to allow for the approval to enter a services agreement with Great Wight North (GWN) Communications, LTD.

Approved:

Eric Wobser,
City Manager

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A SERVICES AGREEMENT WITH GREAT WHITE NORTH COMMUNICATIONS, LTD., OF TORONTO, ONTARIO, FOR SERVICES RELATED TO THE SECOND ANNUAL DRAGONS AND BACON FESTIVAL FOR THE RECREATION DEPARTMENT.

WHEREAS, the City is hosting and organizing the Second Annual dragon boat event in Sandusky known as the Dragons and Bacon Festival which will be held on Saturday, September 15, 2018, at the Paper District Marina; and

WHEREAS, Great White North Communications, Inc. supplies and supports the sport of dragon boat racing and will be providing consulting services, event management services, and dragon boat and accessory sales and leases for the Dragons and Bacon Festival; and

WHEREAS, the cost of these services is \$14,450.00, which includes a 25% deposit of \$3,635.00 that is due upon execution of agreement, however, the City has the right to terminate the agreement due to cancellation of the event provided written notice is received prior to August 16, 2018, at which time the 25% deposit will be refunded, and these costs, if paid, will be recouped from the registration fees paid by the event participants; and

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

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

Section 1. The City Manager be and hereby is authorized to execute a Services Agreement with Great White North Communications, LTD, for services related to the Second Annual Dragons and Bacon Festival for the Sandusky Recreation Department, substantially in the same form as reflected in Exhibit "1" which is attached to this Ordinance and specifically incorporated as if fully rewritten herein together with such revisions or additions as are approved by the Law Director as not being substantially adverse to the City and being consistent with the objectives and requirements of this Ordinance and with carrying out the City's public purposes.

Section 2. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent

provision, and such holding shall not affect the validity of the remaining portions thereof.

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

Section 4. That for the reasons set forth in the preamble hereto, this Ordinance 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:

SERVICES AGREEMENT

THIS AGREEMENT made as of the 1st day of November, 2017. (the "Effective Date")

B E T W E E N:

GREAT WHITE NORTH COMMUNICATIONS LTD., a corporation incorporated under the laws of the State of Delaware (hereinafter referred to as the "Supplier") and **CITY OF SANDUSKY**, a corporation incorporated under the laws of the State of Ohio, (hereinafter referred to as the "Customer")

WHEREAS the Customer is the producer and organizer of an annual dragon boat event in Sandusky known as the Dragons and Bacon Festival (the "Customer Event");

AND WHEREAS the Supplier supplies and supports the sport of dragon boat racing and provides its customers with some or all of: consulting services, event management services, and dragon boat and accessory sales and leases;

AND WHEREAS the Customer wishes to hire the Supplier to perform certain services and to lease dragon boats and accessories for the Customer Event as hereinafter described;

THIS AGREEMENT WITNESSETH that in consideration of the covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties covenant and agree as follows:

ARTICLE 1 DEFINITIONS

In this Agreement, the following terms shall have the corresponding definitions:

1.1 "Accessories" shall mean 22 dragon boat paddles, 1 steering oar, 22 personal flotation devices (PFDs) and 3 boat fenders per dragon boat.

1.2 "Dragon Boat" means the Supplier's dragon boat hulls, not including Accessories or Race Accessories.

1.3 "Equipment" shall mean all of the Dragon Boats, Accessories, and Race Accessories leased under this Agreement.

1.4 "Race Accessories" shall mean 1 drummers seat, 1 drum with drumstick, 1 dragon head, and 1 dragon tail per dragon boat.

1.5 "Equipment/Logistics Coordinator" shall mean a representative appointed by the Customer to assume the responsibility of care and control of the Equipment leased under this Agreement.

1.6 "Schedules" shall mean the following schedules to this Agreement and any schedules which in the future will be added to this Agreement, all of which form (or will form) an integral part of the Agreement:

Schedule A- Services and Customer Responsibilities

Schedule B – Lease of Equipment

Schedule C – Fees, Billing and Payment Terms

Schedule D – Customer Insurance requirements

Schedule E – Sample Equipment/Logistics Manifest

1.7 "Services" shall be the Services to be performed by the Supplier in accordance with this Agreement, as set out in Schedule A hereto.

ARTICLE 2 – GENERAL

2.1 **Services.** Subject to the terms and conditions hereof, the Customer shall retain the Supplier to carry out Services and the Supplier shall render such Services and such other services as may from time to time be agreed upon between the parties to the Customer. Customer shall be responsible to fulfil the Customer responsibilities as set forth in Schedule A.

2.2 **Term of Agreement.** This Agreement shall commence on the Effective Date and shall terminate in accordance with the provisions of Article 5 hereof.

ARTICLE 3 FEES AND BILLING

3.1 The Customer shall pay the Suppliers the fees for the Services and for the Equipment Lease in accordance with the terms set forth in Schedule C. In addition, Customer shall reimburse Supplier for all out-of-pocket expenses incurred by Supplier in connection with the performance of the Services but only to the extent that such expenses have been approved by Customer in advance and in writing. All dollar amounts quoted herein are stated in US Dollars.

ARTICLE 4 REPRESENTATIONS, WARRANTIES AND COVENANTS

4.1 Customer represents, warrants and covenants as follows and acknowledges that Supplier has relied upon

the completeness and accuracy of such representations, warranties and covenants in entering into this Agreement:

- (a) Customer shall maintain insurance with responsible insurers against such risks and in such amounts that could reasonably be expected to be carried by persons acting prudently and in a similar business to that of Customer and more specifically as set out in Schedule D;
- (b) Customer shall ensure that it has and shall maintain in good standing, all required licenses, consents, approvals and permits from any person necessary to stage the Customer Event;
- (c) Customer shall have all participants in the Customer Event sign a waiver from liability in favour of Supplier (and its affiliates, officers, directors, employees and independent contractors) in a form acceptable to the Supplier.

4.2 SUPPLIER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES OR EQUIPMENT PROVIDED UNDER THIS AGREEMENT AND EXPRESSLY DISCLAIMS ANY AND ALL SUCH WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4.3 Limitation of Liability. Supplier's maximum liability to Customer for damages hereunder shall be limited to the Fees paid to Supplier by Customer for the Customer Event for which the claim was made. In no event shall Supplier be liable for any indirect, consequential, special, exemplary, or incidental damages, even if Supplier has been advised of the possibility of such damages. In no event shall Supplier be liable for loss or damage to, or occasioned by, use by Customer of equipment not owned or leased to Customer by Supplier.

ARTICLE 5 TERMINATION

5.1 The Agreement will continue in effect until the latest of: (a) the completion of the Customer Event; (b) the return to the Supplier of all of its Equipment leased hereunder (if applicable); or (c) receipt by the Supplier of fees and expenses payable hereunder, provided that any terms of this Agreement which by their nature extend beyond the Agreement termination remain in effect until fulfilled.

5.2 This Agreement may be terminated by either party if (a) the other party commits a material breach of this Agreement and that breach remains uncorrected for

thirty (30) days following written notice to the breaching party, specifying the breach; or (b) either party shall have ceased business, been adjudicated bankrupt or insolvent, made an assignment for the benefit of creditors, or filed a petition for bankruptcy or reorganization.

5.3 Effect of Termination. The parties' respective rights and obligations under Section 5 (but only to the extent that money was owed prior to the effective date of termination), of this Agreement shall survive the termination or expiration of this Agreement.

The Customer shall have the right to terminate this Agreement due to the cancellation of the Customer Event, if written notice of cancellation is received before August 15, 2018, at which the 25% deposit will be refunded.

ARTICLE 6

INTERPRETATION AND ENFORCEMENT

6.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties hereto with respect thereto. There are no representations, warranties, forms, conditions, undertakings or collateral agreements, express implied or statutory between the parties other than as expressly set forth in this Agreement.

6.2 Amendments and Waivers. No amendment to this Agreement, including future Schedules to be added to the Agreement, shall be valid or binding unless set forth in writing, referencing this Agreement, and duly executed by both of the parties hereto. No waiver of any breach of any term or provision of this Agreement shall be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided in the written waiver, shall be limited to the specific breach waived.

6.3 Relationship of Parties. Each of the Parties are independent contractors. Nothing herein shall be construed to place the Parties in a relationship of principal and agent, partners or joint ventures, and neither Party shall have the power to obligate or bind the other Party in any manner whatsoever. For greater certainty, volunteers or other persons provided by the Customer to assist in the Customer Event are not agents or employees of GWN.

6.4 Force Majeur. Neither party will be held responsible for any delay or failure in performance of any part of the Agreement to the extent such delay or failure is caused by events beyond such party's reasonable control, such as fire, accident, flood, explosion, international border requirements; accident,

war or the engagement of hostilities, strike, embargo, labour dispute, government requirement, civil disturbances, civil or military authority. Each party will endeavour to give the other reasonable notice of any delay.

6.5 **Assignment.** The Customer may not assign its rights or obligations under this Agreement without the prior written consent of the Supplier. The Supplier may assign its rights or obligations under this Agreement.

6.6 **Severability.** If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect.

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

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

GREAT WHITE NORTH COMMUNICATIONS, LTD.

Per: _____

Aaron Soroka, Chief Operating Officer

I have authority to bind the company.

CITY OF SANDUSKY

Per: _____

Per: _____

WE HAVE AUTHORITY TO BIND THE CITY OF SANDUSKY.

SCHEDULE A

Supplier Services and Customer Responsibilities

GWN shall provide the following services to the Customer for the Customer Event on September 15th, 2018:

Pre-Event Coaches

- a. Provision of 3 coaches (Thursday September 13th to Friday September 14th)

Equipment Lease

- a. Provision of all leased Equipment as per Schedule B
- b. Delivery of all leased Equipment as per Schedule B

Race Production

- a. Set and Manage the Official Race Course (number of lanes to be mutually agreed upon);
- b. Devise and Manage Race Schedule, including timing and communication equipment, finish line video replay, and race results board;
- c. Secure and Oversee Race Officials, including start and finish line officials and course referee;
- d. Manage Volunteers as they apply to Race Production; and
- e. Supervision of Team Marshall Coordinator and Dock Marshall
- f. Provision of Practice Coordinator
- g. Provision of three (3) Steerspeople

Customer shall provide the following items to GWN to assist GWN in the production of the Customer Event:

- a. Accommodations for up to four (4) nights for up to five (5) GWN Staff (Wednesday September 12th to Sunday September 16th); two (2) nights for up to five (5) GWN Staff (Friday September 14th to Sunday September 16th), based on double occupancy and gender.
- b. 2 - 10' x 10' tents with side and back panels or other suitable enclosure for finish line and starting officials, a platform or vessel to be used for the start and finish line officials (including 2 tables and 4 chairs);
- c. A small motor boat, minimum 14 ft. aluminum or fiberglass, minimum 9.9 hp. dedicated to assist in setting and maintaining the race course on Friday September 14th and Saturday September 15th from approximately 7:00AM to 7:00PM, or a mutually agreed upon time between both parties.
- d. If attendance by GWN is requested for committee meetings, travel costs and time will be billed as extra.
- e. Power supply at the finish line officials' tent.
- f. A suitable number of volunteers or other persons to be determined by GWN to assist GWN in race management.
- g. A small motorboat, minimum 14ft aluminum, minimum 9.9 hp, and dedicated driver for use by on-water Referee official on Saturday September 15th (approximate times: 7:00am – 6:00pm).
- h. Customer shall provide local tow truck/crane services (with a boom extension arm) for the off-load and load of the leased Equipment at the Customer event in Sandusky.
- i. Transportation for GWN staff to be billed post-event based on actuals; one rental vehicle for five (5) days (Wednesday September 12 to Sunday September 16) and one rental vehicle for three (3) days (Friday September 14 to Sunday September 16).
- j. Provide GWN with Customer's event day safety plan a minimum of 3 weeks prior to event day.

* The course is constructed of chains and bricks. Damage to boats, propellers etc. can take place if a boat goes through the course. Customer is responsible to ensure that recreational and commercial boat traffic is kept off the racecourse once it is installed. GWN shall not be held responsible for any damage to any recreational or commercial boats and/or the course materials caused by traffic on the race course once it has been installed.

SCHEDULE B

LEASE OF EQUIPMENT

- 1) Customer agrees to lease the following for the 2018 Customer Event on September 15th, 2018:

3 Dragon Boats

3 Accessories

3 Race Accessories

In the event the Customer subsequently requires additional Equipment and GWN is able to make such Equipment available, then GWN will provide such Equipment and the price for such additional equipment will be added to the lease price with a minimum 2 weeks' notice prior to delivery. Customer acknowledges and agrees that there is no provision to reduce the number of leased Equipment or a rebate for unused Equipment.

- 2) Delivery and Return of Equipment.

- a) Unless changed by mutual agreement, delivery by Supplier to the Customer shall be made on the following dates

- 3 Dragon Boats, 3 Accessories and 3 Race Accessories on Wednesday September 12th

Supplier shall deliver the Dragon Boats to Customer representatives at a suitable and convenient launch (drop - off) site in Sandusky agreed upon by the parties. The Accessories and Race Accessories will also be handed over to and inspected by the Equipment/Logistics Coordinator at the launch (drop - off) site, unless a different location is agreed upon. The Equipment/Logistics Coordinator must sign off on the Equipment/Logistics Manifest (see Schedule "E" for sample) upon inspection. The Customer shall be responsible for moving the Equipment from the launch (drop - off) site to the mooring site.

- b) After the conclusion of the last race of the Customer event, the Customer shall return the Equipment to the launch (pick - up) site in a timely manner (or such other place or time as may be agreed upon) for pick up by Supplier or its agent. At the same time, the Equipment/Logistics Coordinator shall inspect and count the Equipment with the Supplier or its agent, to determine if all items were retrieved and are in good and same condition as on delivery. The Equipment/Logistics Coordinator must then sign off on the Equipment/Logistics Manifest. The Customer is responsible for providing a tow truck for the loading of the Equipment at the end of the Customer event.

- 3) Customer Responsible for Equipment

- a) The Customer shall be responsible for the handling, use, security and maintenance of the Equipment from the time it is delivered to the Customer to the time it is picked up by Supplier.
- b) The Equipment/Logistics Coordinator must do a full inspection of the Equipment and sign the Equipment/Logistics Manifest on the quantity and condition of the Equipment at the time of delivery and after the conclusion of the Event. If the ELC is not present at these times, it is understood that the Customer accepts the state of the Equipment and shall be responsible for

any damage or loss of Equipment noted on the Equipment/Logistics Manifest by the GWN Equipment Technician.

- c) The Customer shall be solely responsible for any damage to, or loss of, any Equipment incurred between the time of delivery to the Customer to the time the Equipment is picked up by Supplier. The Customer shall be responsible for such damage or loss regardless of how the damage or loss occurred, including without limitation theft, vandalism, and inclement weather.
- d) In the event of damage or loss, Supplier shall, at its option, repair or replace the damaged or lost item, and the Customer will pay for the cost of materials, labor (including that of Supplier employees), transportation and administration costs necessary to effect the replacement or repair. The cost shall be added to the lease price as follows:

Basic Repair dragon head mounting plate	\$40.00
Basic Repair dragon tail mounting plate	\$40.00
Replace broken steering arm	\$80.00
Replace 41' dragon boat	\$12,250.00
Replace 44' dragon boat	\$18,000.00
Replace dragon head	\$894.00
Replace dragon tail	\$450.00
Drum	\$358.00
Missing or broken Apex Durablade	\$80.00
Missing or broken wood Paddle	\$46.00
PFD	\$30.00
Boat Fender	\$20.00
Steering Oar	\$280.00
Drummers Seat	\$140.00

- e) Supplier shall count the number of paddles at the end of the Customer event or upon pick-up by Supplier, and the number of missing and or broken paddles shall be determined. The Customer shall pay \$80.00 plus applicable taxes to Supplier for each missing and or broken Apex Durablade and \$46.00 plus applicable taxes for each missing and broken wood paddle, which amounts shall be added to the lease price.
- f) Supplier shall count the number of PFDs at the end of the Customer event or upon pick-up by Supplier, and the number of missing PFDs shall be determined. The Customer shall pay \$30.00 plus applicable taxes to Supplier for each missing PFD, which amounts shall be added to the lease price.
- g) Supplier shall count the number of boat fenders at the end of the Customer Event or upon pick-up by Supplier, and the number of missing boat fenders shall be determined. The Customer shall pay \$20.00 plus applicable taxes for each missing boat fender, which amounts shall be added to the lease price.

- 4) Docking Facilities. The Customer shall provide docking facilities for the Dragon Boats leased from Supplier. The docks shall be constructed and secured in such a way as to prevent cosmetic and structural damage to the Dragon Boats, and to maximize the safety of participants and volunteers. **Beach front loading of the dragon boats is not permitted.**

Provision of docks which adhere to the following guidelines are recommended by GWN and are in the best interests of the Festival as the cost of the lease will be adjusted to account for any damage to or loss of any equipment during the lease period.

Docking for each dragon boat is defined as follows:

- a) Location offering reasonable isolation/protection from possible vandalism and/or theft.
- b) Location protected from wave action caused by wind and/or other boat traffic.
- c) Suggested minimum usable length of 32 feet (not including access ramp); minimum width of 4' (8' for a floating dock).
- d) If a fixed dock, one which provides sufficient structural and support strength to accommodate repeated loading of up to 25 persons; if a floating dock, one which provides sufficient structural strength, adequate floatation (stability) and connection hardware to accommodate repeated loading of up to 25 persons.
- e) The dock should display no exposed screw heads, bolt heads or any other hardware which may damage dragon boats and/or accessories.

Each dragon boat will be delivered with 3 boat fenders which should be in use at all times when the dragon boat is moored against the dock or against another boat.

It is important that dock marshals enforce utilization of the boat fenders by teams. Dock marshals should be instructed to keep the dragon boat away from the dock until the fenders have been placed along side the dragon boat by crew members. For fixed docks that use single metal or wooden posts for support, these posts must be padded in some manner to protect the hull finish and scale graphics of the boat.

Dock and/or team marshals also require instruction in methods of controlling teams on and off the dock. To avoid congestion and overloading, it is suggested that only one crew be permitted on the dock to load or offload at any given time. The crew waiting to load should not be permitted on the dock until last disembarking crew member has stepped off. As an added precaution, crew members in the odd numbered benches could be asked to load or offload and clear the dock prior to crew members in even numbered benches.

Race committees should designate a qualified individual to provide tools and materials to effect rapid repair of dock structures, if required, during practices and race day(s). A Great White North technician may be available to consult with the designate in this regard.

SCHEDULE C
FEES, BILLING and PAYMENT

The amount payable by the Customer to Supplier under this Agreement for the 2018 Customer Event is US \$14,540.00 not including repair and replacement costs, which is broken down as follows:

Lease of Equipment	\$ 3,150.00
Delivery of Equipment	\$ 3,040.00
Race Production	\$ 5,500.00
Pre-Event Coaches	\$ 1,500.00
Steerspeople (3)	<u>\$ 1,350.00</u>
TOTAL	\$ 14,540.00

- 1) The Customer shall be responsible for all logistics and fees associated with tow truck/crane service used for off-loading and loading of the equipment at the Customer Event in Sandusky. GWN driver to confirm with Customer timing of such service.
- 2) Sales and Use Taxes: The Customer hereby acknowledges that the Supplier does not qualify as an agent for the collection and remittance of sales tax in the state of Ohio. As a result of this, the Customer agrees to be responsible for the self-assessment of any applicable use taxes, which may be due on the Services or Equipment Lease subject to this Agreement.
- 3) The Customer shall pay a surcharge of either:
 - a) \$125.00 / 15 minutes to the Supplier if the Customer Event exceeds 10 hours in duration, commencing at the scheduled start time of the first race and shall terminate upon the Customer's sign-off on the GWN Equipment manifest form. This surcharge is applicable if the Customer is using GWN race production services; or
 - b) \$75.00 / hour / GWN Technician to the Supplier if the Customer Event exceeds 10 hours in duration, commencing at the scheduled start time of the first race and terminating upon the Customer's sign-off on the GWN Equipment manifest form. This surcharge is applicable if the Customer is only leasing Equipment.
- 4) Fuel Surcharge on Dragon Boat and Accessory Deliveries if applicable.
- 5) The Customer shall have the right to terminate this Agreement due to the cancellation of the Customer Event, if written notice of cancellation is received before August 15, 2018, at which the 25% deposit will be refunded.

Payment shall be made by Customer according to the following schedule:

- a) a refundable deposit of 25% of the total fees (\$3,635.00) upon the Customer signing this Agreement, on or before January 31st, 2018
- b) 50% of the total fees (\$7,270.00) on or before August 17th, 2018
- c) 25% of the total fees (\$3,635.00) on or before September 1st, 2018
- d) All other payments owing, including for extras, Event overtime surcharge (if applicable), customs and brokerage, tolls, GWN staff transportation, travel time, transfers, parking and local transportation expenses (if applicable), fuel surcharge fee (if applicable), and for repair and replacement of lost or damaged Dragon Boats, Accessories, or Race Accessories, within 15 days of the date of Supplier's invoice

- 6) All payments under this Agreement shall be by cheque payable to Great White North Communications Ltd.
- 7) Under no circumstance shall Supplier be obligated to complete delivery of any Equipment without prior receipt of the required installment payment in full (as set forth in section 4(a) above). However, Supplier may, at its option, complete delivery of the Equipment even if an installment payment is not made when due, but in those circumstances the overdue installment payment shall be subject to interest at 2% per day until the installment payment, with interest, is paid plus any costs incurred by Supplier by reason of the late payment and late delivery, such as extra storage or transportation costs (where, for example, Supplier incurs a charge to store Equipment while it is waiting to receive payment from the Customer). Furthermore, at any time before the overdue installment payment is made, Supplier may terminate this Agreement and take possession of the Equipment, without prejudice to Supplier's right to full payment of all installment payments plus accrued interest.

SCHEDULE D

CUSTOMER INSURANCE REQUIREMENTS

The Customer agrees to put in effect and maintain or cause to be put in effect and maintained for the period during which this Agreement is in effect, with insurers acceptable to Supplier all the necessary insurance that would be considered appropriate for a prudent Festival Organizer of this type of undertaking, ie. dragon boat racing event, including, without limitation:

- Commercial General Liability Insurance, to an inclusive limit of not less than two millions dollars (\$2,000,000) per occurrence for property damage, bodily injury and personal injury, and including, at least, the following policy endorsements:
 - i Supplier as an additional insured for the purposes of the Customer Event;
 - ii Cross Liability;
 - iii Contractual Liability;
 - iv Independent Contractors;
 - v Products and Completed Operations;
 - vi Employer's Liability and Voluntary Compensation;
 - vii 30 day written notice of cancellation;
 - viii Tenants Legal Liability (if applicable); and
 - ix Non owned automobile coverage with blanket contractual and physical damage coverage for Hired Automobiles.
- Property Insurance to a limit commensurate to the full replacement cost value of all equipment leased from Supplier on an "All Risks" basis including earthquake and flood.
- The Policy must include the following:
 - i Replacement Cost Value;
 - ii Waiver of Subrogation;
 - iii Supplier as loss payee as Their Interest May Appear.

Certificates of Insurance. A minimum of 3 weeks prior to any scheduled Customer Event, including practice times pursuant to this Agreement and throughout the term of the Agreement, the Festival shall provide Supplier with a valid Certificate of Insurance which references the Customer Event and confirms the above requirements and identifies major exclusions in the policy. The Customer Event shall provide Supplier a copy of the policy and any renewal or replacement certificates.

Please Note:

GWN does require a specific certificate issued only to GWN.

Under 'Additional Insured' Section: Great White North Communications Ltd. must be listed here.

Under 'Certificate Holder' Section: The holder of the certificate must be Great White North Communications Ltd. 49 Bathurst Street, Suite 101, Toronto, ON M5V 2P2

SCHEDULE E

EQUIPMENT / LOGISTICS MANIFEST (**SAMPLE**)

Practice Race Delivery Date:
Delivery Date:
Address:

E/LC Contact Cell #:

Practice Equipment: Date/Time:

Boats	Paddles	PFDs	St Oars	Dr Sts	Drums	Dr sticks	Hds, Tls	Bumpers	Other
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Driver Signature: E/LC Signature:

Event Equipment: Date/Time:

Boats	Paddles	PFDs	St Oars	Dr Sts	Drums	Dr sticks	Hds, Tls	Bumpers	Other
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Driver Signature: E/LC Signature:

Extra Equipment: Date/Time:

To be filled in by GWN Tech

Boats	Paddles	PFDs	St Oars	Dr Sts	Drums	Dr sticks	Hds, Tls	Bumpers	Other
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Total Equipment Delivered:

Boats	Paddles	PFDs	St Oars	Dr Sts	Drums	Dr sticks	Hds, Tls	Bumpers	Other
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Damaged/Missing Equipment Summary:

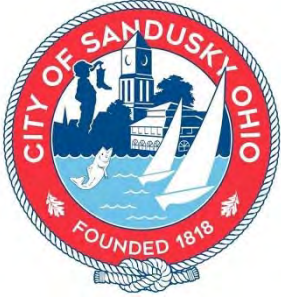
Boats	Paddles	PFDs	St Oars	Dr Sts	Drums	Dr sticks	Hds, Tls	Bumpers	Other
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

E/LC Sig: GWN Sig:

Event Start Time: E/LC Sig: GWN Sig:

Final Equipment Check Time: E/LC Sig: GWN Sig:

Comments/Feedback:



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: November 7, 2017
RE: Commission Agenda Item

ITEM FOR CONSIDERATION:

An ordinance approving the costs for the 2017-2018 property, casualty, and liability insurance with Arthur J. Gallagher & Company.

BUDGETARY INFORMATION:

The annual cost has become part of the annual operating budget and the City of Sandusky's total cost for 2017-2018 will be an amount not to exceed \$435,000. The insurance year is December 1, 2017 through November 30, 2018.

Based on exposures, the cost will be distributed to the General Fund (\$278,818), Street Fund (\$45,072), Water Fund (\$54,507), and Sewer Fund (\$56,603). The prior year ordinance was passed by the City Commission on November 14, 2016 (Ordinance No 16-199) that covered the period December 1, 2016 through November 30, 2017, for an amount not to exceed \$415,000.

ACTION REQUESTED:

The City Commission is requested to approve legislation to authorize funds for the property, casualty, and liability insurance package for 2017-2018. The legislation required is an ordinance to pay Arthur J. Gallagher & Company an amount not to exceed \$435,000. It is requested that the City Commission enact the required legislation under suspension of the rules in accordance with Section 14 of the City Charter to avoid any lapse in coverage.

CC: Justin Harris, Law Director

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER AND/OR FINANCE DIRECTOR TO MAKE PAYMENT TO ARTHUR J. GALLAGHER & COMPANY FOR PROPERTY, CASUALTY AND LIABILITY INSURANCE COSTS FOR THE PERIOD OF DECEMBER 1, 2017, THROUGH NOVEMBER 30, 2018; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Finance Committee, utilizing the services of insurance consultants, Crain, Langner & Associates who facilitated the process and reviewed the proposals, and at their special meeting on November 16, 2012, unanimously recommended Arthur J. Gallagher & Company as the City's insurance carrier and the annual insurance costs have become part of the City's annual operating budget; and

WHEREAS, the City Commission authorized the Finance Director to make payment to Arthur J. Gallagher & Company in the amount of \$415,000 for property, casualty and liability insurance costs for the period of December 1, 2016, through November 30, 2017, by Ordinance No. 16-199, passed on November 14, 2016; and

WHEREAS, the total cost for insurance for the period of December 1, 2017, through November 30, 2018, is an amount not to exceed \$435,000.00 of which \$278,818.00 will be paid with General Funds, \$45,072.00 will be paid with Street Funds, \$54,507.00 will be paid with Water Funds and \$56,603.00 will be paid with Sewer Funds; and

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

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

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

Section 1. This City Commission approves the City of Sandusky's Municipal membership for property, casualty and liability insurance with Arthur J. Gallagher & Company and the City Manager and/or Finance Director are authorized and directed to make payment in an amount **not to exceed** Four Hundred Thirty Five Thousand and 00/100 Dollars (\$435,000.00) for coverage for the period beginning December 1, 2017, through November 30, 2018.

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: November 13, 2017



SANDUSKY POLICE DEPARTMENT

JOHN ORZECZ, POLICE CHIEF

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

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

October 24, 2017

TO: Eric Wobser, City Manager

FROM: John Orzech, Police Chief
Rick Wilcox, Fire Chief

RE: Commission Agenda Item

ITEM FOR CONSIDERATION: Legislation authorizing the City Manager to enter into an agreement between the City of Sandusky and the Erie County Sheriff's Department for the Provision of Dispatching Services for the City of Sandusky Police, Fire, and Service Departments commencing on January 1, 2018 through December 31, 2020.

BACKGROUND INFORMATION: Since 2007, the City of Sandusky has researched and studied the concept of public safety regional communications. Through the development of a regional communications ad-hoc committee and their recommendations, the City of Sandusky co-located its public safety dispatch services in 2009 with the Erie County Sheriff's Office. This co-location was undertaken with the understanding that a plan for regional communications would develop over the next two years. In 2011, plans were developed to bring Sandusky Public Safety Dispatchers under the employment and supervision of the Erie County Sheriff's Office in 2012. The Erie County Sheriff's Office has been providing dispatch services from 2012 to present.

BUDGETARY INFORMATION: The city agrees to reimburse the Erie County Sheriff's Department in 2018 for the actual cost of wages and benefits for the employment of five (5) dispatchers at a cost not to exceed \$365,307.37 of which \$182,653.68 (50%) will be taken from the 2018 Fire Department Proposed Budget (110-1310-53000 at 22% and 431-1330-53000 at 28%) and \$182,653.69 (50%) will be taken from the 2018 Police Department Proposed Budget, (110-1020-53000). In 2019 for the actual cost of wages and benefits for the employment of five (5) dispatchers at a cost not to exceed \$387,610.96 of which \$193,805.48 (50%) will be taken from the 2019 Fire Department Proposed Budget (110-1310-53000 at 22% and 431-1330-53000 at 28%) and \$193,805.48 (50%) will be taken from the 2019 Police Department Proposed Budget, (110-1020-53000). In 2020, for the actual cost of wages and benefits for the employment of five (5) dispatchers at a cost not to exceed \$404,631.58 of which \$202,315.79 (50%) will be taken from the 2020 Fire Department Proposed Budget (110-1310-53000 at 22% and 431-1330-53000 at 28%) and \$202,315.79 (50%) will be taken from the 2020 Police Department Proposed Budget, (110-1020-53000).

ACTION REQUESTED: It is requested that the proper legislation be prepared authorizing the City Manager to enter into an agreement with the Erie County Sheriff's Department for the Provision of Dispatching Services for the City of Sandusky, Police, Fire, and Service Departments. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter as the contract is due to expire December 31, 2017.

Approved:

I concur with this recommendation:

John Orzech, Police Chief

Eric Wobser, City Manager

Rick Wilcox, Fire Chief

Cc: Hank Solowiej, Finance Director
Justin Harris, Law Director

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

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR AGREEMENT WITH THE ERIE COUNTY SHERIFF FOR THE PROVISION OF PUBLIC SAFETY DISPATCHING SERVICES FOR THE CITY OF SANDUSKY POLICE, FIRE AND SERVICE DEPARTMENTS COMMENCING ON JANUARY 1, 2018, THROUGH DECEMBER 31, 2020; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, in 2007, the City of Sandusky began researching and studying the concept of public safety regional communications and upon the development and recommendation of a regional communications adhoc committee, the City co-located its public safety dispatch services to the Erie County Sheriff's Office in 2009; and

WHEREAS, the co-location was undertaken with the understanding that a plan would be developed for regional communications over the next two years and in 2011 plans were developed to bring the Sandusky Public Safety Dispatchers under the employment and supervision of the Erie County Sheriff's Office in 2012; and

WHEREAS, the City Commission previously approved agreements with the Erie County Sheriff for the Provision of Dispatching Services for the City of Sandusky Police, Fire and Service Departments for CY 2012 by Ordinance No. 11-143, passed on December 27, 2011, for CY 2013 by Ordinance No. 12-141, passed on December 26, 2012, for CY 2014 by Ordinance No. 13-141, passed on December 9, 2013, and for CY 2015 through CY 2017 by Ordinance No. 14-153, passed on December 8, 2014; and

WHEREAS, the City agrees to reimburse the Erie County Sheriff's Department for the actual cost of wages and benefits for the employment of five (5) dispatchers at a cost not to exceed \$365,307.37 for 2018, \$387,610.96 for 2019 and \$404,631.58 for 2020, for a grand total not to exceed \$1,157,549.91 and will be paid as follows:

Year	Police Department's Proposed Budget 110-1020-53000 (50%)	Fire Department's Proposed Budget (50%) 110-1310-53000 (22%) 431-1330-53000 (28%)	Total
2018	\$182,653.69	\$182,653.68	\$365,307.37
2019	\$193,805.48	\$193,805.48	\$387,610.96
2020	\$202,315.79	\$202,315.79	\$404,631.58

\$1,157,549.91

; 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 with the Erie County Sheriff for the provision of dispatching services for the City's Police, Fire and Service Departments and allow

for continued dispatching services, without interruption of services, as the current contract expires on December 31, 2017; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the 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 enter into a three (3) year Agreement with the Erie County Sheriff for the Provision of Public Safety Dispatching Services for the City's Police, Fire and Service Departments commencing on January 1, 2018, through December 31, 2020, substantially in the same form as Exhibit "1", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Ordinance.

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

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

Section 4. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its

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

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

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

Passed: November 13, 2017

**RENEWAL CONTRACT BETWEEN THE CITY OF SANDUSKY, OHIO
AND THE
ERIE COUNTY, OHIO SHERIFF
FOR THE PROVISION OF PUBLIC SAFETY DISPATCHING SERVICES
FOR THE CITY OF SANDUSKY POLICE, FIRE, AND SERVICE DEPARTMENTS.**

January 1, 2018

Page 1 of 4

This renewal contract is entered into by and between the City of Sandusky (City) and the Erie County Sheriff (Sheriff), pursuant to Ohio Revised Code Section 311.29.

1. Commencing on January 1, 2018 at 12:01 A.M., the Sheriff will continue to furnish personnel and will continue to provide dispatching and communications services, as has been the past routine and custom, for the City of Sandusky Police, Fire, and Service Departments; and
2. The City acknowledges that, to provide for this dispatching service, it is necessary for the Sheriff to employ five full-time Communications Officers. The City agrees to reimburse the Sheriff for the actual costs of wages and benefits for the employment of those five Communications Officers, at an amount not to exceed the total in Exhibit A for calendar year 2018; at an amount not to exceed the total in Exhibit B in calendar year 2019; and at an amount not to exceed the total in Exhibit C in calendar year 2020; and subject to any additional terms or conditions as listed in those exhibits; and
3. The Chiefs of the Sandusky Police and Fire Departments will continue as members of the Erie County Sheriff's Office Dispatch Advisory Board (Board). The Board is comprised of one representative of each of the public safety agencies contracting with the Sheriff for dispatching and communications services; and the Board exists to provide dispatch and communications policy input and guidance to the Sheriff. The Board also acts as a selection board for the Sheriff's Communications Supervisor. Sheriff agrees to abide by the recommendation of the Board relative to the selection or discharge of said Sheriff's Communications Supervisor, who shall be a fiduciary employee of the Sheriff; and
4. City agrees to abide by the recommendations of the Board relative to the dispatching and communications services provided by the Sheriff for the City's agencies; and
5. This contract shall remain in effect until 12:00 midnight on December 31, 2020; and
6. The parties may extend this contract for an additional 36-month period from December 31, 2020 by mutual written agreement; and

**RENEWAL CONTRACT BETWEEN THE CITY OF SANDUSKY, OHIO
AND THE
ERIE COUNTY, OHIO SHERIFF
FOR THE PROVISION OF PUBLIC SAFETY DISPATCHING SERVICES
FOR THE CITY OF SANDUSKY POLICE, FIRE, AND SERVICE DEPARTMENTS.**

January 1, 2018

Page 2 of 4

7. Either party may cancel this agreement at any time upon 180 days advance written notice to the other party; and
8. The City agrees to maintain all communications, computer, and records management hardware and software currently owed by the City during the life of this contract, utilizing the City's Information Technology (IT) support staff, or, at the discretion of the Sheriff, an outside vendor may be utilized if the City's IT support staff is unable to provide necessary repair(s) or suitable resolution(s) to any malfunctions of City owned equipment. City agrees to pay the costs of any outside vendor utilized to repair the City's equipment; and
9. Each party acknowledges and agrees that each party possesses liability insurance to cover the acts of its employees, agency, and elected officials, and therefore will not indemnify or name the other as an insured within its own liability coverage; and
10. This constitutes the entire contract between the parties and is subject to interpretation in accordance with the laws of the State of Ohio.

**RENEWAL CONTRACT BETWEEN THE CITY OF SANDUSKY, OHIO
AND THE
ERIE COUNTY, OHIO SHERIFF
FOR THE PROVISION OF PUBLIC SAFETY DISPATCHING SERVICES
FOR THE CITY OF SANDUSKY POLICE, FIRE, AND SERVICE DEPARTMENTS**

January 1, 2018
Page 3 of 4

SIGNATURE PAGE

FOR THE SHERIFF

FOR THE CITY

Paul A. Sigsworth
Erie County Sheriff

Eric Wobser
Sandusky City Manager

APPROVAL AS TO FORM

APPROVAL AS TO FORM

Gerhard Gross
Erie County Prosecutor's Office
Chief Assistant Prosecuting Attorney
Civil Division

Justin Harris
Law Director
City of Sandusky

APPROVAL OF LEGISLATIVE BODY

Patrick J. Shenigo, President
Erie County Commissioner

Mathew R. Old, Vice President
Erie County Commissioner

William J. Monaghan, Member

Erie County Commissioner

**RENEWAL CONTRACT BETWEEN THE CITY OF SANDUSKY, OHIO
AND THE
ERIE COUNTY, OHIO SHERIFF
FOR THE PROVISION OF PUBLIC SAFETY DISPATCHING SERVICES
FOR THE CITY OF SANDUSKY POLICE, FIRE, AND SERVICE DEPARTMENTS.**

January 1, 2018

Page 4 of 4

CERTIFICATION OF AVAILABILITY OF FUNDS

I, Hank Solowiej, Finance Director of the City of Sandusky, Ohio, hereby certify that the funds necessary to meet the terms of this contract have been lawfully appropriated for the purpose of this contract, and those funds are in the treasury of the City of Sandusky, Ohio, or are in the process of collection to the credit of that appropriation, free from prior encumbrance.

Hank Solowiej
Finance Director
City of Sandusky

EXHIBIT A

**DETAILED COSTS FOR COMMUNICATIONS OFFICERS ELAINE BRADFORD,
HALEIGH COLLINS, VICKY DUNN, JAMES ROBINSON, NAKIA STOOKEY
FOR SANDUSKY POLICE DEPARTMENT 2018**

\$20.28 x 1920 (Elaine Bradford)		\$38,937.60
\$23.86 x 160 (Elaine Bradford)	4th year step increase	\$3,817.60
\$17.89 x 2080 (Haleigh Collins)	1st year step increase	\$37,211.20
\$23.86 x 2080 (Vicky Dunn)		\$49,628.80
\$17.89 x 1040 (James Robinson)		\$18,605.60
\$19.09 x 1040 (James Robinson)	2nd year step increase	\$19,853.60
\$25.05 x 2080 (Nakia Stookey)		\$52,104.00

.35 cents/hour for second shift differential		\$1,456.00
.50 Cents/hour for third shift differential		\$2,080.00

ESTIMATED OVERTIME		\$22,369.44
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TOTAL WAGES	\$246,063.84
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88 Hours for lump sum holiday pay (Bradford)	\$2,099.68
88 Hours for lump sum holiday pay (Collins)	\$1,574.32
88 Hours for lump sum holiday pay (Dunn)	\$2,099.68
88 Hours for lump sum holiday pay (Robinson)	\$1,679.92
88 Hours for lump sum holiday pay (Stookey)	\$2,204.40
Longevity (Dunn)	\$500.00
Longevity (Stookey)	\$600.00
Sick buybacks	\$3,000.00

OPERS @ .140 x \$246,063.84	\$34,448.94
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Medicare @ .0145 x \$246,063.84	\$3,567.93
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Workers Compensation @ 0.013 x \$246,063.84	\$3,198.83
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Health insurance - single plan \$656.76 x 12 (Bradford)	\$7,881.12
Health insurance - single plan \$656.76 x 12 (Collins)	\$7,881.12
Health insurance - family plan \$1,669.32 x 12 (Dunn)	\$20,031.84
Health insurance - single plan \$656.76 x 12 (Robinson)	\$7,881.12
Health insurance - family plan \$1,669.32 x12 (Stookey)	\$20,031.84

Life Insurance (\$9.38 x 12 months x 5)	\$562.80
---	----------

TOTAL WAGES AND BENEFITS NOT TO EXCEED	\$365,307.37
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*Above maximum wage & benefit calculations are based on the continued employment of
Communications Officers Elaine Bradford, Haleigh Collins, Vicky Dunn, James Robinson, Nakia Stookey
under Dispatching Contract for Sandusky Police Department calendar year 2018*

*Total is subject to adjustment for variable actual costs, i.e., hourly rate, overtime hours worked, health
insurance, OPERS, etc.*

9/28/2017

EXHIBIT B

**DETAILED COSTS FOR COMMUNICATIONS OFFICERS ELAINE BRADFORD,
HALEIGH COLLINS, VICKY DUNN, JAMES ROBINSON, NAKIA STOOKEY
FOR SANDUSKY POLICE DEPARTMENT 2019**

\$24.34 x 2080 (Elaine Bradford)		\$50,627.20
\$19.47 x 2080 (Haleigh Collins)	2nd year step increase	\$40,497.60
\$24.34 x 2080 (Vicky Dunn)		\$50,627.20
\$19.47 x 1040 (James Robinson)		\$20,248.80
\$20.69 x 1040 (James Robinson)	3rd year step increase	\$21,517.60
\$25.55 x 2080 (Nakia Stookey)		\$53,144.00

.35 cents/hour for second shift differential	\$1,456.00
.50 Cents/hour for third shift differential	\$2,080.00

ESTIMATED OVERTIME	\$24,019.84
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TOTAL WAGES	\$264,218.24
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88 Hours for lump sum holiday pay (Bradford)	\$2,141.92
88 Hours for lump sum holiday pay (Collins)	\$1,713.36
88 Hours for lump sum holiday pay (Dunn)	\$2,141.92
88 Hours for lump sum holiday pay (Robinson)	\$1,820.72
88 Hours for lump sum holiday pay (Stookey)	\$2,248.40
Longevity (Bradford)	\$500.00
Longevity (Dunn)	\$600.00
Longevity (Stookey)	\$700.00
Sick buybacks	\$3,000.00

OPERS @ .140 x \$264,218.24	\$36,990.55
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Medicare @ .0145 x \$264,218.24	\$3,831.16
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Workers Compensation @ 0.013 x \$264,218.24	\$3,434.84
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Health insurance - single plan \$656.76 x 12 (Bradford)	\$7,881.12
Health insurance - single plan \$656.76 x 12 (Collins)	\$7,881.12
Health insurance - family plan \$1,669.32 x 12 (Dunn)	\$20,031.84
Health insurance - single plan \$656.76 x 12 (Robinson)	\$7,881.12
Health insurance - family plan \$1,669.32 x12 (Stookey)	\$20,031.84

Life Insurance (\$9.38 x 12 months x 5)	\$562.80
---	----------

TOTAL WAGES AND BENEFITS NOT TO EXCEED	\$387,610.96
---	---------------------

*Above maximum wage & benefit calculations are based on the continued employment of
Communications Officers Elaine Bradford, Haleigh Collins, Vicky Dunn, James Robinson, Nakia Stookey
under Dispatching Contract for Sandusky Police Department calendar year 2019
Total is subject to adjustment for variable actual costs, i.e., hourly rate, overtime hours worked, health
insurance, OPERS, etc.*

9/28/2017

EXHIBIT C

**DETAILED COSTS FOR COMMUNICATIONS OFFICERS ELAINE BRADFORD,
HALEIGH COLLINS, VICKY DUNN, JAMES ROBINSON, NAKIA STOOKEY
FOR SANDUSKY POLICE DEPARTMENT 2020**

\$24.83 x 2080 (Elaine Bradford)		\$51,646.40
\$21.11 x 2080 (Haleigh Collins)	3rd year step increase	\$43,908.80
\$24.83 x 2080 (Vicky Dunn)		\$51,646.40
\$21.11 x 1040 (James Robinson)		\$21,954.40
\$24.83 x 1040 (James Robinson)	4th year step increase	\$25,823.20
\$26.06 x 2080 (Nakia Stookey)		\$54,204.80

.35 cents/hour for second shift differential		\$1,456.00
.50 Cents/hour for third shift differential		\$2,080.00

ESTIMATED OVERTIME		\$25,272.00
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TOTAL WAGES		\$277,992.00
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88 Hours for lump sum holiday pay (Bradford)		\$2,185.04
88 Hours for lump sum holiday pay (Collins)		\$1,857.68
88 Hours for lump sum holiday pay (Dunn)		\$2,185.04
88 Hours for lump sum holiday pay (Robinson)		\$2,185.04
88 Hours for lump sum holiday pay (Stookey)		\$2,293.28
Longevity (Bradford)		\$600.00
Longevity (Dunn)		\$700.00
Longevity (Stookey)		\$800.00
Sick buybacks		\$3,000.00

OPERS @ .140 x \$277,992.00		\$38,918.88
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Medicare @ .0145 x \$277,992.00		\$4,030.88
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Workers Compensation @ 0.013 x \$277,992.00		\$3,613.90
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Health insurance - single plan \$656.76 x 12 (Bradford)		\$7,881.12
Health insurance - single plan \$656.76 x 12 (Collins)		\$7,881.12
Health insurance - family plan \$1,669.32 x 12 (Dunn)		\$20,031.84
Health insurance - single plan \$656.76 x 12 (Robinson)		\$7,881.12
Health insurance - family plan \$1,669.32 x12 (Stookey)		\$20,031.84

Life Insurance (\$9.38 x 12 months x 5)		\$562.80
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TOTAL WAGES AND BENEFITS NOT TO EXCEED		\$404,631.58
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*Above maximum wage & benefit calculations are based on the continued employment of
Communications Officers Elaine Bradford, Haleigh Collins, Vicky Dunn, James Robinson, Nakia Stookey
under Dispatching Contract for Sandusky Police Department calendar year 2020
Total is subject to adjustment for variable actual costs, i.e., hourly rate, overtime hours worked, health
insurance, OPERS, etc.*

9/28/2017



COMMUNITY DEVELOPMENT

Building Division

222 Meigs Street
Sandusky, Ohio 44870
419.627.5940
www.ci.sandusky.oh.us

To: Eric L. Wobser, City Manager
From: Scott Thom, Chief Building Official
Date: 10/30/17
Subject: Commission Agenda Item – Second Amendment to 2017 Consultant Contract:
Mr. John A. Feick

Item for Consideration: A second amendment to the consulting contract with Mr. John A. Feick to carry out the activities of the Alternate Plan Reviewer and Building Official for the City of Sandusky.

Background Information: A consulting contract for activities for Alternate Plan Reviewer with Mr. Feick was previously approved at the December 27, 2016 commission meeting. Mr. Feick was approved to be paid a fee of \$55.00 per hour not to exceed a maximum of \$14,000 for the calendar year. An amendment to the contract to include services to carry out the activities of Alternate Building Official was previously approved at the May 8, 2017, commission meeting.

Mr. Feick has performed these activities for the City for many years and is currently certified to do so. During the year of 2017, Mr. Feick has already performed work which would exceed his maximum funds because of the increase in number of plans and projects submitted which were required to be sent out for review. It is anticipated that several projects will be submitted to the City before the end of the year that will require his services.

Approving the additional amount will continue to allow the City of Sandusky to meet the State of Ohio Board of Building Standards Certified Building Department requirements. Under state regulations, a certified building department may contract out the activities of alternate building official and plan reviewer to state certified professionals.

Budgetary Information: Mr. Feick will continue to be paid at the rate of \$55.00 per hour for work performed up to an additional amount not to exceed \$21,500 – an increase of \$7,500. The cost of this contract will be paid through the Building Division operating budget. The plan

review expense will be paid by the collection of plan review fees by the Division of Building Inspection.

Action Requested: It is requested that the proper legislation be prepared to approve a Second Amendment to the current consulting contract with Mr. John A. Feick for an additional amount not to exceed \$7,500.00 for consulting services and all other terms of contract remain unchanged. This legislation shall take immediate effect in full accordance with Section 14 of the City Charter to allow Mr. Feick to continue the activities of Alternate Plan Reviewer and Building Official throughout the remainder of CY 2017.

I concur with this recommendation:

Eric L. Wobser
City Manager

Matthew D. Lasko
Chief Development Officer

Scott Thom
Chief Building Official

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

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A SECOND AMENDMENT TO THE AGREEMENT FOR SERVICES OF CONSULTANT JOHN A. FEICK FOR CY 2017; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City Commission previously approved a consulting contract with John A. Feick for the CY 2017 by Ordinance No. 16-223, passed on December 27, 2016, to carry out the activities of Alternate Plan Reviewer for the City which Mr. Feick has done for a number of years and is certified to do so; and

WHEREAS, this City Commission previously approved an amendment to the consulting contract with John A. Feick for the CY 2017 by Ordinance No. 17-093, passed on May 8, 2017, to include services to carry out the activities of Alternate Building Official for the City which Mr. Feick is certified to do so; and

WHEREAS, under State regulations, a certified building department, such as the City's, may contract out the activities of Building Official and Plan Reviewer to State certified professionals; and

WHEREAS, it is requested to amend the agreement again to allow for an additional \$7,500.00 for a total maximum of \$21,500.00 for the CY 2017; and

WHEREAS, the additional funds in the amount of \$7,500.00 will be paid with funds from the Building Division's operating budget, with a portion of the cost for plan review to be paid by the collection of plan review fees by the Division of Building Inspection; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to allow Mr. Feick to continue to be able to carry out the activities of Alternate Plan Reviewer and Alternate Building Official as necessary throughout the remainder of CY 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. The City Manager is hereby authorized and directed to enter into a Second Amendment to the Agreement for Services of Consultant John A. Feick to provide for additional funds to carry out the activities of Alternate Plan Reviewer and Alternate Building Official for CY 2017, substantially in the same form as Exhibit "A" which is attached to this Ordinance and is 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 the objectives and requirements of this Ordinance and with carrying out the City's public purposes, and authorizes the City Manager and/or Finance Director to expend the additional funds as required pursuant to the amendment. This Contract is necessary to meet the State of Ohio Board of Building Standards Certified Building Department requirements.

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: November 13, 2017

SECOND AMENDMENT
TO
AGREEMENT FOR SERVICES OF CONSULTANT

This Amendment to the Agreement for services of consultant is made on and entered into on this __ day of _____ 2017, between the City of Sandusky, Ohio, a Municipal Corporation of the State of Ohio, located in the County of Erie, herein referred to as "City," and John A. Feick herein referred to as "Consultant."

WHEREAS, the City and Consultant entered into an agreement for services of consultant on January 10, 2017, and amended the agreement for services of consultant on May, 11, 2017;

WHEREAS, the City and the Consultant desire to amend Section VI of the Agreement;

WHEREAS, pursuant to Section XI of the Agreement, amendments may be made upon written agreement signed by both parties; and

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

1. Section VI (Compensation) of the Agreement shall allow for an additional \$7,500.00 for up to a total maximum of \$21,500.00 for the CY 2017 and the first paragraph shall be amended to state as follows:

Consultant shall be paid at the rate of Fifty-Five and 00/100 Dollars (\$55.00) per hour for work performed in accordance with this agreement up to a maximum of ~~Fourteen~~ **Twenty-One** Thousand **Five Hundred** and 00/100 Dollars (~~\$21,500.00~~**\$14,000.00**) ~~per year~~**for the calendar year 2017.**

2. All other terms of Section VI of the Agreement shall remain unchanged.
3. All other terms and provisions of the original Agreement and Amendment to Agreement for Services of Consultant shall remain unchanged and in full force and effect during the duration of the Agreement.

SIGNATURE PAGE TO FOLLOW

WITNESSES:

CITY OF SANDUSKY:

Eric L. Wobser, City Manager

WITNESSES:

CONSULTANT:

John A. Feick

Approved as to Form:

Justin D. Harris #0078252
Law Director
City of Sandusky

CERTIFICATE OF DIRECTOR OF FINANCE

The undersigned, fiscal officer of the City of Sandusky, hereby certifies that the moneys required to meet the obligations of the City during the year 2017 under the Agreement have been lawfully appropriated by the 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.

Date

Hank Solowiej
Director of Finance

Account Number



Department of Community Development

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

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

To: Eric L. Wobser, City Manager

From: Matthew D. Lasko, Chief Development Officer

Date: November 1, 2017

Subject: Commission Agenda Item – Purchase Agreement between the City of Sandusky and The Forest Sandusky, LLC

Item for Consideration: Legislation approving a Purchase Agreement (the “Agreement”) between the City of Sandusky (the “City”) and The Forest Sandusky, LLC (“Forest”) for a proposed medical marijuana dispensing facility.

Background Information: Forest is a holding company managed by Erik Vaughan, Brad Maloof, and Patrick McManamon. The managers have extensive background in various industries including banking, finance, insurance, real estate and medical marijuana. Forest intends to apply for five (5) medical marijuana dispensaries in the State of Ohio (the maximum allowed by the State), including a location in the City of Sandusky. The Ohio Board of Pharmacy will review all applications, and award sixty (60) dispensary licenses across the state to serve all eligible patients in Ohio. Licenses will be awarded based on the results of a rigorous, merit-based review process.

As additional background, Forest, earlier in 2017, applied to the State of Ohio for a cultivation license in Gibsonburg, Ohio, under a separate company named Standard Wellness Company, LLC.

Forest is interested in developing a medical marijuana dispensing facility on the former Hoppers Mobile Home Park and Sunoco properties (now owned by the City) and will be submitting to the State of Ohio in November of 2017 a competitive dispensing license application. The initial facility is estimated cost approximately \$1.5-\$2.0 million and will be approximately 3,000 square feet in size with room to expand later. There is not City subsidy or tax abatement requested as part of this project.

The City proposes to enter into an Agreement that is conditioned both on an award of a dispensing license from the State of Ohio by no later than May 31, 2018 and rezoning of both parcels to permit commercial development. The Agreement calls for the sale of the real estate for \$365,000 – the full appraised value of the parcels. The Agreement also

calls for \$10,000 in generally non-refundable earnest money to be deposited into an escrow account upon execution of the Agreement. There are certain conditions upon which the earnest deposit is refundable including: Forest does not come out of its due diligence period by December 31, 2017, the property is not rezoned to permit commercial development, Forest does not successfully submit for a dispensing facility in 2017 or the City is unsuccessful in obtaining a No Further Action Letter from the State of Ohio related to, specifically, the former Sunoco parcel.

Budgetary Information: The City will sell both parcels of property for a combined \$365,000. The net proceeds of which will be deposited into the City's Real Estate Development Fund. In the event the sale is voided and the earnest deposit of \$10,000 is released to the City, those funds will also be deposited into the City's Real Estate Development Fund.

Action Requested: It is requested that proper legislation be prepared to permit the City Manager enter into a Purchase Agreement with Forest. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter in order for Forest to evidence site control in their application for a medical marijuana dispensing facility to the State of Ohio due in November of 2017.

I concur with this recommendation:

Eric L. Wobser
City Manager

Matthew D. Lasko, MUPDD, MSSA
Chief Development Officer

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

ORDINANCE NO. _____

AN ORDINANCE DECLARING THAT CERTAIN REAL PROPERTY OWNED BY THE CITY LOCATED AT 2513 VENICE ROAD, IDENTIFIED AS PARCEL NO. 58-01990.000, AND 1651 TIFFIN AVENUE, IDENTIFIED AS PARCEL NO. 58-02419.000 ARE NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE AND AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT TO SELL THE DESIGNATED REAL PROPERTY TO THE FOREST SANDUSKY, LLC; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City is currently the owner of certain real property located at 2513 Venice Road, identified as Parcel No. 58-01990.000, and 1651 Tiffin Avenue, identified as Parcel No. 58-02419.000, which property is more specifically described in Exhibit "A", which property is no longer needed for any municipal purpose; and

WHEREAS, The Forest Sandusky, LLC, is a holding company managed by Erik Vaughan, Brad Maloof, and Patrick McManamon, who have an extensive background in various industries including banking, finance, insurance, real estate and medical marijuana, and is interested in developing a medical marijuana dispensing facility on the former Hoppers Mobile Home Park and Sunoco Gas Station properties; and

WHEREAS, the City desires to enter into a Purchase Agreement for the Property for the purchase price of \$365,00.00 conditioned upon The Forest Sandusky, LLC, receiving a dispensing license from the State of Ohio and the property being rezoned to permit commercial development; and

WHEREAS, upon execution of the Agreement, The Forest Sandusky, LLC, is required to deposit non-refundable earnest money in the amount of \$10,000.00 in escrow which may become refundable upon certain conditions; and

WHEREAS, any proceeds from the sale of this property or incurred from the earnest money in escrow will be deposited into the City's Real Estate Development Fund; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately execute the Agreement and allow The Forest Sandusky, LLC, to evidence site control in their application to the State for a medical marijuana dispensing facility license which is due in November of 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 finds, determines and declares that the Property located at 2513 Venice Road, identified as Parcel No. 58-01990.000, and 1651 Tiffin Avenue, identified as Parcel No. 58-02419.000, are no longer needed for any municipal purpose and that the execution of the Agreement providing for the potential sale, pursuant to Section 25 of the Charter of this City, to the Purchasers of the Property at the purchase price set forth in the Agreement, is in the economic interest of the City. The City Manager is hereby authorized and directed to execute the Agreement on behalf of the City in substantially in the same form as contained in Exhibit "B", 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 City's public purpose as set forth in the preamble hereto. Upon the exercise by the Purchasers to purchase the Property pursuant to that Agreement, the City Manager is also hereby authorized and directed on behalf of the City to execute a quitclaim deed conveying the Property to the Purchasers, which quitclaim deed shall be in a form satisfactory to the Law Director. The City Manager, Law Director, Finance Director, and other City officials, as appropriate, are each hereby authorized to execute and deliver such instruments, certificates and other documents and take such actions, as are necessary and in the best interests of the City in order to carry out and consummate the foregoing actions authorized by this Ordinance.

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

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

Section 4. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take

immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

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

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

Passed: November 13, 2017

DESCRIPTION OF LAND

Situated in the City of Sandusky, County of Erie and State of Ohio: Being part of the Mills 175 acre tract and part of Outlots No. 5 and 6 in the Survey and Subdivision of the 479 acre tract and or the north part of the 111 acre tract north of Tiffin Avenue in the City of Sandusky as recorded in Plat Volume 1, Page 14 and 47, also being 3.7829 acres of lands of Margie L. Hoffman, Trustees, RN200003005 all references herein to the records of the Erie County Recorder's Office and being more particularly described as follows:

Beginning for reference at a 1" Iron pin found in a monument box in the centerline of Venice Road (SR 6) (60') said rod bearing S. 85 deg. 34'00" E. a distance of 574.74 feet from a monument box found at the intersection of centerlines of Olds St. and Venice Road; thence N. 85 deg. 34'00" W. with the centerline of Venice Road, a distance of 32.53 feet to a point; thence N. 4 deg. 26'00" E. a distance of 30.00 feet to the northerly line of Venice Road and a 1/2" iron rod set marking the true point of beginning for this description;

thence N. 4 deg. 32'00" W. with lands of Westgate Properties, Ltd., RN200412120, a distance of 531.55 feet to a point referenced by a 3/4" iron pipe found 0.26' north and 0.08' west;

thence S. 85 deg. 08'00" E. with the southerly line of the Norfolk Southern Railroad (100') a distance of 300.36 feet to a 1/2" iron rod set;

thence S. 4 deg. 32'00" E. with lands of Dean H. Pixley, O.R. 188, Pg. 174-175 and Kenneth H. & Sylvia R. Ruthsatz, D.V 560, Pg. 772, a distance of 267.40 feet to a point referenced by a 2" iron pipe found 0.27' south and 0.02' east;

thence S. 51 deg. 36'00" E. with said lands of Ruthsatz a distance of 230.09 feet to a 1/2" iron rod set;

thence S. 38 deg. 24'00" W. with the northerly line of Tiffin Ave. (66') a distance of 16.06 feet to a drill hole set in concrete;

thence S. 87 deg. 42'00" W. with lands of Buckeye Investment N.W.O. LLC, RN200010150 a distance of 212.14 feet to a point referenced by a 3/4" iron pipe found 0.19' south and 0.25' west;

thence S. 27 deg. 41'00" W. with said lands of Buckeye Investment, a distance of 38.00 feet to a point referenced by a PK nail found 0.14' south and 0.28' west;

thence S. 4 deg. 26'00" W. with said lands of Buckeye Investment, a distance of 57.00 feet to a drill hole set in concrete;

thence N. 85 deg. 34'00" W. with the northerly line of Venice Road, a distance of 215.36 feet (previously recorded as 215.40 feet) to the point of beginning containing 3.7829 acres more or less.

This description was prepared by John Hancock, P.S. Ohio R.L.S. 6918 from an actual field survey conducted in September, 2004. Bearings are based upon a bearing of N. 85 deg. 34'00" W. for the centerline of Venice Road.

Property Address: 2513 Venice Rd., Sandusky, OH 44870

Tax ID No.: 58-01990.000

Exhibit A

Situated in the City of Sandusky, County of Erie and State of Ohio:

Being known as that part of the west-central part of Mills 175 Acre Tract and that part of Out Lot Number Five (5) in the Survey and Subdivision of the 479 Acre Tract (so-called) and/or the north part of the 111 Acre Tract (so-called) North of Tiffin Avenue in the City of Sandusky, Erie County, Ohio, as recorded in Volume 1 of Plat, page 14 and 47 Erie County, Ohio Records, bounded and described as follows: Beginning at an iron pipe monument set at the point of intersection of the northerly line of Venice Road with the northwesterly line of Tiffin Avenue in said city; thence North $85^{\circ} 34'$ West, in the northerly line of said Venice Road, a distance of 147.00 feet to an iron pipe monument; thence North $4^{\circ} 26'$ East a distance of 57.00 feet to an iron pipe monument; thence North $27^{\circ} 41'$ East a distance of 38.00 feet to an iron pipe monument; thence North $87^{\circ} 42'$ East a distance of 212.14 feet to an iron pipe monument set in the northwesterly line of said Tiffin Avenue at a point South $38^{\circ} 24'$ West a distance of 16.00 feet, measured in the northwesterly line of Tiffin Avenue, from an iron pipe monument found at the point of intersection of the northwesterly line of said Tiffin Avenue with the southwesterly line of a tract of land conveyed to Wm. H. Wobser by Anna Louis Ruthsatz by deed dated May 14, 1917 and recorded in Volume 105 of Deeds at page 16, Erie County, Ohio Records; thence South $38^{\circ} 24'$ West, in the northwesterly line of said Tiffin Avenue, a distance of 140.82 feet to the place of beginning; containing 0.4248 acres, of which approximately 0.263 acres are in said Mills 175 Acre Tract.

In the above description, the courses are referred to a meridian assumed for the purpose of indicating angles only and the northerly line of Venice Road is taken to be 30.00 feet northerly, measured at right angles thereto, from the middle line thereof and the northwesterly line of Tiffin Avenue is taken to be 33.00 feet northwesterly, measured at right angles thereto, from the middle line of the same.

This property is further described as being located at the northwesterly corner of the intersection of Tiffin Avenue and Venice Road in the City of Sandusky, Erie County, Ohio.

Excepting from the above described premises the following described parcel of land conveyed to the City of Sandusky, Ohio by The Penn Mutual Life Insurance Company by quit-claim deed of January 1951;

Being a parcel of land in the west-central part of the Mills 175 Acre Tract and that part of Out Lot Number Five (5) in the Survey and Subdivision of the 479 Acre Tract (so-called) and/or the North part of the 111 Acre Tract (so-called) North of Tiffin Avenue in the City of Sandusky, Erie County, Ohio, as recorded in Volume 1 of Plats, pages 14 and 47, Erie County, Ohio Records and being more fully described as follows:

Beginning at an iron pipe monument set at the point of intersection of the northerly line of Venice Road with the northwesterly line of Tiffin Avenue in said City; thence North $85^{\circ} 34'$ West in the northerly line of said Venice Road, a distance of 35.59 feet to a point; thence in a northeasterly direction, and running with a curve to the left, "the radius of said curve being 71.42 feet," a distance of 52.9 feet to a point in the said northwesterly line of Tiffin Avenue; thence south $38^{\circ} 24'$ West, in northwesterly line of Tiffin Avenue, a distance of 22.57 feet to the place of beginning, and containing in all 165 square feet more or less.

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this “Agreement”) is made by and between **The City of Sandusky**, an Ohio municipal corporation (“Seller”), and **The Forest Sandusky, LLC**, an Ohio limited liability company, or its nominee or assignee (“Purchaser”). The “Effective Date” of this Agreement shall be the date this Agreement is signed by Seller, if Seller is the last to sign, or by Purchaser, if Purchaser is the last to sign. The Closing Date (as hereinafter defined) of this Agreement is set forth in Section 14 below.

1. **Property**. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the mutual promises herein contained, Seller hereby agrees to sell and Purchaser hereby agrees to purchase, upon and subject to the terms and conditions hereinafter set forth, that certain improved real property consisting of approximately 4.20 acres and located in the State of Ohio, City of Sandusky, Erie County and known as 1651 Tiffin Avenue and 2513 Venice Road (PPNs 58-02419.000 and 58-01990.000), together with all easements, rights, privileges and appurtenances thereunto belonging, including all right, title, and interest of Seller in and to any land lying in the right-of-way of any street in front of or adjoining said real property to the centerline thereof (the “Land”), and all improvements, buildings and fixtures thereon (the “Improvements”). The Land and the Improvements are sometimes referred to herein collectively as the “Premises.”

2. **Purchase Price**. The purchase price of the Premises shall be Three Hundred Sixty-Five Thousand and 00/100 Dollars (\$365,000.00) (the “Purchase Price”).

(a) Within five (5) business days of the Effective Date, Purchaser shall deposit the sum of Ten Thousand and 00/100 Dollars (\$10,000.00) with the Escrow Agent (as hereinafter defined) (the “Deposit”).

(b) Purchaser shall deposit the Purchase Price, and the credits authorized to Purchaser hereunder, in immediately available funds, in escrow with the Escrow Agent on or prior to the Closing Date (as hereinafter defined).

3. **Title Examination of Premises**.

(a) Purchaser shall obtain from Stewart Title Guaranty Company (Cleveland, Ohio), attn.: Kim Campbell, (in its capacity as the escrow agent, the “Escrow Agent,” and in its capacity as the title company, the “Title Company”) a commitment (the “Commitment”) for an ALTA Owner’s Policy of Title Insurance (2006 Form) (the “Title Policy”), in an amount equal to the Purchase Price, setting forth: (i) the state of title to the Premises as of the effective date of the Commitment; (ii) the Title Company’s requirements to delete the standard printed exceptions from the Title Policy; (iii) the results of a special tax search; and (iv) committing to issue those endorsements required by Purchaser.

(b) Purchaser agrees to accept title to the Premises subject only to real estate taxes and assessments, both general and special, which are a lien but not then due and payable ("Taxes") and other title matters approved or deemed approved by Purchaser. In the event the Commitment or the Survey discloses any matter affecting title to the Premises other than Taxes, Purchaser shall notify Seller of the title matters which Purchaser approves and the title matters to which Purchaser objects within thirty (30) days after receipt by Purchaser of both the Commitment and the Survey, and Seller shall remove any such title matters objected to by Purchaser, at Seller's expense, within thirty (30) days after Purchaser notifies Seller of such title matters. If Purchaser fails to notify Seller of its approval of, or objection to, any such title matters, Purchaser shall be deemed to have approved all title matters set forth in the Commitment, except for Taxes.

(c) It shall be a condition precedent to Purchaser's obligation to purchase the Premises that the Title Company can and will, on the Closing Date, issue the Title Policy to Purchaser in the amount of the Purchase Price, insuring that title to the Premises is vested in Purchaser, free and clear from all liens and encumbrances, except for Taxes and other title matters approved by Purchaser as herein provided, and containing such endorsements as may be required by Purchaser, and without exception for claims of parties in possession not shown by public records, encroachments, overlaps, boundary line disputes or other matters described by the Survey which Purchaser has not approved or easements not shown by public records or other title matters ordinarily shown as standard permitted exceptions on Schedule B of a fee owner's policy of title insurance. On or before the Closing Date, Seller shall execute and deliver to the Title Company such documents or affidavits as are required by the Title Company to delete the standard printed exceptions from the Title Policy.

(d) Except as otherwise provided for herein, Seller and Purchaser shall each pay one-half (1/2) of all fees charged by the Title Company in connection with the issuance of the Title Policy, including the cost of the examination of title, the cost of a special tax search, the cost of the issuance of the Commitment, and the premium for the issuance of the Owners' Title Policy (collectively, the "Title Costs").

4. **Survey of Premises.** Purchaser shall have the right to cause a survey of the Premises (the "Survey") to be prepared, at the Purchaser's sole cost and expense, and the perimeter legal description of the Land prepared and certified by the surveyor shall be used in the Deed (as hereinafter defined). If obtained, the Survey shall be certified to Seller, Purchaser, the Title Company and any other party designated by Purchaser and shall specifically identify the square feet within the Land.

5. **Title to Premises.** On the Closing Date, Seller shall convey good and marketable indefeasible fee simple title to the Premises to Purchaser, subject only to Taxes and such other title matters approved by Purchaser, by limited warranty deed (the "Deed"). The Deed shall be in form and substance satisfactory to Purchaser. Taxes and the title matters approved by Purchaser shall be specifically, not categorically, excepted from the warranties of title in the Deed.

6. Due Diligence Investigation.

(a) The “Due Diligence Period” shall commence on the Effective Date and shall expire on December 31, 2017 (the “Due Diligence Period”). During the Due Diligence Period, Purchaser, its agents, contractors and engineers and Purchaser’s potential tenants and users and their respective agents, contractors and engineers shall have the right to enter upon the Premises for the purpose of inspecting the physical condition of the Premises and conducting due diligence investigations to determine the suitability of the Premises for Purchaser’s intended uses thereof (“Due Diligence Investigations”). The right to conduct Due Diligence Investigations includes the right of Purchaser and Purchaser’s employees, agents and contractors and Purchaser’s potential tenants and users and their respective employees, agents and contractors to enter upon any portion of the Premises to take measurements, make inspections, conduct test borings, make boundary and topographical survey maps, and to conduct geotechnical, soil, environmental, groundwater, wetland and other studies required by Purchaser in its sole discretion and to determine the existence and adequacy of utilities serving the Premises, zoning and compliance with laws. Purchaser shall indemnify and defend Seller against and hold Seller harmless from any and all loss, cost, liability, or expense (including reasonable attorneys’ fees) arising out of Purchaser’s activities or Purchaser’s potential tenants’ or users’ activities on the Premises during the Due Diligence Investigations. Upon execution of this Agreement, Seller shall deliver to Purchaser, at no cost to Purchaser, such of the following as are in the possession of or available to Seller: existing soil and groundwater tests, surveys, title policies, environmental reports, underground storage tank test results, waste disposal records, permit records, traffic studies and other engineering tests, and studies pertaining to the Premises.

(b) At or prior to the end of the Due Diligence Period, Purchaser shall deliver written notice of its election to proceed or not to proceed with the purchase of the Premises to Seller and, if Purchaser elects to proceed with the purchase of the Premises, this Agreement shall remain in effect and the parties shall proceed to close this transaction, subject to the terms and conditions hereof, and, provided there is no material change in the condition of the Premises prior to Closing (as hereinafter defined), all due diligence matters shall be deemed waived or satisfied with no right to terminate this Agreement in the event Purchaser shall later determine that the Premises is not suitable for Purchaser’s intended use. Notwithstanding the foregoing or Section 6(a), if Purchaser elects to proceed with the purchase of the Premises pursuant to Section 6(a), then Purchaser shall deliver written notice of such election at or prior to the end of the Due Diligence Period, and Purchaser shall continue to have access to the Premises prior to Closing for any of the purposes described in Section 6(a). If Purchaser elects not to proceed with the purchase of the Premises pursuant to Section 6(a), then Purchaser shall deliver written notice of such election at or prior to the end of the Due Diligence Period, as the same may be extended, this Agreement shall terminate on the date Seller receives such notice, and in such event the Deposit, together with all other monies and documents deposited by Purchaser in escrow shall be returned to Purchaser and neither party shall have any further rights or obligations hereunder except as otherwise expressly set forth herein. If Purchaser does not deliver any written notice to Seller at or prior to the end of the Due Diligence Period, as

the same may be extended, Purchaser shall be deemed to have elected to proceed with the purchase of the Premises.

7. Plans and Approvals. Purchaser shall have the right to file, at Purchaser's expense, any and all plans required in order to obtain a building permit, and any rezoning subdivision (or the vacation of any existing subdivision or consolidation plat) or any other application to obtain any approval or permit from any and all governmental authorities having jurisdiction over the Premises which Purchaser deems appropriate in connection with Purchaser's contemplated uses of the Premises. Seller agrees to join in the execution of any application required in order to obtain such permit or approval (or file such application individually if the relevant governmental authority shall so require). Seller further agrees to cooperate with Purchaser in all respects, including without limitation, attending and giving favorable testimony at any hearings on the petitions or applications, meeting with, and providing information to, public and private utilities and governmental and quasi-governmental entities and otherwise working to obtain the agreements, assurances, approvals, permits and rezoning required by Purchaser without additional cost or obligation to Purchaser. The provisions of this Section 7 shall survive Closing and the delivery of the Deed and shall not be merged thereby.

8. Seller Representations and Warranties. Seller represents and warrants to Purchaser that:

(a) Seller is the owner of good and marketable indefeasible fee simple title in and to the Premises. The Premises is comprised of separate parcel(s) from any other property, and no subdivision is required to convey the Premises.

(b) Seller has the capacity and authority to execute this Agreement and perform the obligations of Seller under this Agreement. This Agreement constitutes a legal and valid binding obligation of Seller, enforceable in accordance with its terms. All action necessary to authorize the execution, delivery and performance of this Agreement by Seller has been taken and such action has not been rescinded or modified. If requested by Purchaser, Seller shall provide Purchaser with a copy of such authorization, certified by an officer of Seller, within ten (10) days of the Effective Date of this Agreement.

(c) To the best of Seller's knowledge and belief, there are no wetlands, oil or gas wells (capped or uncapped) or underground storage tanks (in use or abandoned) on or about the Premises, and all previously existing underground storage tanks on or about the Premises were removed in compliance with all applicable laws, rules, regulations and orders. To the best of Seller's knowledge and belief, neither Seller nor any prior owner or occupant of the Premises has: (i) caused or permitted, and Seller has received no notice and has no knowledge of, the generation, manufacture, refinement, transportation, treatment, storage, deposit, release, salvage, installation, removal, disposal, transfer, production, burning or processing of Hazardous Substances (as hereinafter defined) or other dangerous or toxic substances or solid wastes on, under or about the Premises or any adjacent properties; (ii) caused or permitted, and Seller has received no notice and has no knowledge of, the Release (as hereinafter defined) or existence of any Hazardous Substance on, under or affecting the Premises or any adjacent properties, with the exception the Release of Hazardous Substance dated _____, following the removal of

the _____ on _____ (the "Release"); or (iii) caused or permitted, and Seller has received no notice and has no knowledge of, any substances or conditions on, under or affecting the Premises or any adjacent properties which may support any claim or cause of action, whether by any governmental agency or any other person, under any applicable federal, state, or local law, rule, ordinance or regulation. For the purpose of this Agreement, the terms "Hazardous Substances" and "Release" shall have the same meaning as set forth the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Sections 9601 et. seq.; provided, however, that the definition of Hazardous Substances shall also include petroleum and related by-products, hydrocarbons, radon, asbestos, urea formaldehyde and polychlorinated biphenyl compounds.

(d) There will be no outstanding written or oral leases in any way affecting the Premises as of the Closing Date, and no person or entity has any right with respect to all or any portion of the Premises (whether by option to purchase, right of first refusal, contract, or otherwise) that would prevent or interfere with Purchaser taking title to, and exclusive possession of, all of the Premises on the Closing Date; and Seller is not subject to any judgment or decree of a court of competent jurisdiction or governmental agency that would limit or restrict Seller's right to enter into and carry out this Agreement. Neither the execution of this Agreement nor the consummation of the transactions contemplated herein will constitute a breach under any contract or agreement to which Seller is a party or by which Seller is bound or affected or which affects the Premises or any part thereof.

(e) There are no actions, suits or proceedings pending, or to the knowledge of Seller threatened, before any judicial body or any governmental authority or any order, writ, injunction, decree or demand of any court or any governmental authority relating to the Premises or any part thereof, and the Premises is in compliance with all laws, rules, regulations and orders applicable thereto.

(f) Seller has not received any notice of, and to the best of its knowledge, there are no: (i) proposed special assessments, condemnation, or changes in the roads adjacent to the Premises; (ii) pending public improvements which will result in any charge being levied or assessed against, or a lien being created upon, the Premises; or (iii) pending or threatened eminent domain or condemnation proceedings against or involving the Premises or any adjacent parcel.

(g) Seller has made no commitment to any governmental authority, utility company, association or any other organization or group of individuals, or to any individual, relating to the Premises which would impose upon Purchaser an obligation to make any contribution or dedication of land or to construct, install or maintain any improvements of a public or private nature on or off the Premises.

Seller shall fully disclose to Purchaser, immediately upon its occurrence, any change in facts, assumptions or circumstances of which Seller becomes aware prior to the Closing Date that may affect the representations and warranties set forth above. Notwithstanding anything contained herein to the contrary, if Seller's failure to disclose any change in facts, assumption or circumstances would constitute a breach under this Agreement, Seller's eventual disclosure of

such change in facts, assumption or circumstances shall not be deemed a cure of such breach and shall not in any way affect Purchaser's right to pursue any and all remedies available to Purchaser under Section 13 of this Agreement as a result of such breach. The warranties and representations of Seller contained herein shall survive the Closing Date.

9. **Purchaser Representations and Warranties.** Purchaser represents and warrants to Seller that:

(a) Purchaser has the capacity and authority to execute this Agreement and perform the obligations of Purchaser under this Agreement. This Agreement constitutes a legal, valid and binding obligation of Purchaser. All action necessary to authorize the execution, delivery and performance of this Agreement by Purchaser has been taken and such action has not been rescinded or modified. If requested by Seller, Purchaser shall provide Seller with a copy of such authorization, certified by a representative of Purchaser.

(b) Purchaser is not subject to any judgment or decree of a court of competent jurisdiction or governmental agency that would limit or restrict Purchaser's right to enter into and carry out this Agreement. Neither the execution of this Agreement nor the consummation of the transaction contemplated herein will constitute a breach under any contract or agreement to which Purchaser is a party or by which Purchaser is bound or affected or which affects the Premises or any part thereof.

10. **Seller's Covenants.** From the Effective Date through the date of Closing, Seller shall not enter into or consent to any lien, easement, lease, restriction, governmental improvement or other matter affecting Seller's title to the Premises or the permitted use of the Premises or that may result in the imposition of any assessment against the Premises or any part thereof, without first obtaining the prior written consent of Purchaser, which Purchaser may withhold, in its sole discretion. Seller shall not remove, plant or add any soil, trees, plants or improvements or make any other alterations to the Premises from and after the Effective Date.

11. **Reserved.**

12. **Conditions to Purchaser's Obligations.**

(a) The obligation of Purchaser to consummate the transaction contemplated by this Agreement is conditioned upon the fulfillment of each of the following conditions as of the Closing Date (or such earlier contingency date as specified below), all or any portion of which may be waived in whole or in part by Purchaser at or prior to Closing (or such earlier contingency date as specified below):

(i) Seller shall have performed, observed, and complied with all of the covenants, agreements and conditions required by this Agreement to be performed, observed and complied with by Seller prior to or as of the Closing Date as and when required;

(ii) All of the representations and warranties made by Seller and set forth in this Agreement shall be true and correct as of the Effective Date and as of the Closing Date;

(iii) The Title Company shall be prepared to issue the Title Policy;

(iv) There shall not have been any material, adverse change in the condition of the Premises prior to Closing;

(v) The Premises being zoned for Purchaser's intended use;

(vi) Purchaser having obtained all necessary and other third party permits, any licenses required by the State of Ohio for the operation of Purchaser's proposed use of the Premises on or prior to May 31, 2018, approvals, including but not limited to building and special use permits, driveway and other access or ingress/egress permits or easements;

(vii) Purchaser having obtained adequate public sanitary sewer and other utility services at the Premises without unusual or extraordinary expense; and

(viii) Purchaser acknowledges that there was a Release on a portion of the Premises. Seller, at Seller's sole cost and expense, will complete any and all environmental remediation necessary to obtain a No Further Action Letter (the "NFA Letter") from the State of Ohio and/or any other applicable governing body in connection with the Release.

(b) If any of the conditions of Section 12(a) hereof are not fulfilled, in whole or in part, or if at any time Purchaser determines, in its reasonable judgment, that any of the conditions set forth in Section 12(a) hereof cannot be fulfilled, in whole or in part, on or before the Closing Date (or such earlier contingency date as specified above), then Purchaser, at its sole option, shall have the right, exercisable by notice to Seller: (1) to waive such condition and proceed to close this transaction; (2) to terminate this Agreement, in which event the Deposit shall be released to Seller, all other monies and documents deposited by Purchaser in escrow shall be returned to Purchaser, and this Agreement shall have no further force or effect, except for those provisions which expressly survive Closing; or (3) to extend the Closing Date to permit such conditions to be satisfied. Notwithstanding the foregoing, if Purchaser elects to terminate this Agreement due to a failure of any of conditions (i), (ii), (v) or (viii) above, then the Deposit shall be delivered to Purchaser, and all other monies and documents deposited by Purchaser in escrow shall be returned to Purchaser, and this Agreement shall have no further force or effect, except for those provisions which expressly survive Closing.

13. **Default.**

(a) Notwithstanding any provisions of this Agreement to the contrary, in the event of a breach or default hereunder by Seller, then Purchaser shall have the right to pursue one or more of the following remedies at its sole option in addition to any other remedy available at law or equity: (i) to terminate this Agreement, in which event (1) the Deposit and all other monies and documents deposited by Purchaser shall be returned to Purchaser; and (2) Seller shall be responsible for all Title Costs and accrued escrow fees and shall reimburse Purchaser for all costs and expenses incurred in connection with the Survey and the Due Diligence Investigations; (ii) to cure Seller's default, including, without limitation,

expending amounts or taking other action to cure such default, and all amounts expended by Purchaser to cure Seller's default shall be credited against the Purchase Price or be payable by Seller on demand if Closing does not occur; or (iii) Purchaser shall have the right, at its sole option, to sue Seller for specific performance (Seller and Purchaser acknowledging that money damages may not be an adequate remedy for a breach of this Agreement by Seller) and/or damages suffered by Purchaser, in which event, Purchaser shall be entitled to reimbursement by Seller of Purchaser's reasonable legal fees and disbursements incurred in connection with such action.

(b) Notwithstanding any provisions of this Agreement to the contrary, if Seller performs all of its obligations hereunder and Purchaser fails to close this transaction for reasons other than Seller's default or the failure of any of the conditions set forth in Section 12(a) hereof, this Agreement shall terminate and the Deposit shall be delivered to Seller as agreed upon liquidated damages as Seller's sole remedy. Seller and Purchaser acknowledge that it would be impossible to accurately determine Seller's damages in the event of Purchaser's default. Seller acknowledges and agrees that the Deposit is fair and equitable and expressly waives the right to exercise any and all other rights available at law or in equity, including, but not limited to, the right to sue Purchaser for additional damages or specific performance.

14. **Closing.**

(a) "Closing" shall take place not later than thirty (30) days after Purchaser gives Seller written notice that all contingencies are satisfied or waived, as the case may be (the "Closing Date"), or such earlier date of which Purchaser gives Seller not less than five (5) days' prior written notice; subject, however, to extension as provided herein. The Escrow Agent shall act as escrow agent for Closing of this transaction. This Agreement shall serve as escrow instructions to the Escrow Agent. If any of the terms of this Agreement are inconsistent with the Escrow Agent's standard conditions of acceptance, the terms of this Agreement shall control. The Escrow Agent is hereby designated as the real estate reporting person in connection with this transaction for information reporting to the Internal Revenue Service in accordance with Section 6045 of the Internal Revenue Code of 1986, as amended. The parties shall provide all information required by the Escrow Agent to fulfill its reporting obligations hereunder and to report proceeds from this transaction on a Form 1099-S.

(b) By execution of this Agreement, the Escrow Agent agrees that the Deposit shall be held as a deposit under this Agreement in an interest-bearing account and delivered to Seller or Purchaser, in accordance with the terms of this Agreement. Interest on the Deposit shall be paid to the party entitled to receive the Deposit pursuant to this Agreement.

(c) Seller and Purchaser shall deposit their respective documents, and Purchaser shall deposit the Purchase Price, less the Deposit, with the Escrow Agent on or before the Closing Date.

(d) At Closing, Seller shall pay: (i) the transfer taxes and conveyance fees required to be paid in connection with the transfer of the Premises to Purchaser; (ii) one-half (1/2)

of the Escrow Agent's fees for its services as escrow agent hereunder; (iii) one-half (1/2) of the Title Costs; and (iv) any other charges or prorations as required herein. At Closing, Purchaser shall pay: (i) one-half (1/2) of the Title Costs; (ii) the cost of any lender's title policy; (iii) the cost of any endorsements to the Title Policy and/or to any lender's title policy; (iv) the cost of recording the Deed; (v) the cost of the Survey; (vi) one-half (1/2) of the Escrow Agent's fees for its services as escrow agent hereunder; and (vii) any other charges or prorations as required herein.

(e) At Closing, the Escrow Agent shall: (i) deliver the Deed to Purchaser by filing the Deed for record in the public records in which the Premises are located; (ii) pay to Seller the Purchase Price less any credits to which Purchaser is entitled; (iii) cause the Title Company to issue the Title Policy; and (iv) charge Seller and Purchaser for other respective costs.

15. **Condemnation and Eminent Domain**. If the Premises is subjected to a taking, either total or partial, by eminent domain for any public or quasi-public use, or if notice of intent of a taking or a sale in lieu of taking is received by Seller or Purchaser, Purchaser shall have the right, at its sole option, exercisable by notice to Seller, to either proceed to close this transaction, in which event Purchaser shall be entitled to participate in any such condemnation or eminent domain proceedings and to receive all of the proceeds attributable to any portion of the Premises to be conveyed to Purchaser, or to terminate this Agreement, in which event all funds and documents shall be returned to the depositing party; provided, however, the Deposit shall be delivered to Seller; Seller and Purchaser shall pay the costs and expenses of this transaction chargeable to them; and Seller and Purchaser shall have no further rights or obligations hereunder.

16. **Taxes**. General real estate taxes and assessments, which are a lien but not then due and payable, shall be prorated and adjusted between Seller and Purchaser as of the Closing Date, in accordance with the custom of Erie County, with Seller charged for the Closing Date and the days prior thereto, on the basis of the last officially certified and available tax duplicate for the Premises. Notwithstanding the foregoing or any other provision herein to the contrary, respreads of any general taxes and assessments applicable to the Closing Date or any period prior thereto and all special taxes and assessments, if any, shall be charged to Seller and paid from Seller's proceeds at Closing.

17. **Possession**. Exclusive possession of the Premises shall be delivered by Seller to Purchaser on the Closing Date, free of all tenancies, leases and occupants whatsoever.

18. **Notices**. All notices, requests and other communications under this Agreement shall be in writing, shall be made by personal delivery, e-mail or by next business day delivery by a nationally recognized overnight courier and shall be addressed as provided for in Exhibit A attached hereto. Such notices shall be deemed given on: (i) the date and time on which received by a party in the case of personal delivery, (ii) the date and time sent by a party in the case of delivery by e-mail, provided no delivery failure notice was returned to such sender, or (iii) the next business day immediately following receipt by the courier, in the case of an overnight courier.

19. **Broker's Commission**. Seller and Purchaser represent and warrant to the other that the warranting party has not had any contact or dealings through or with any real estate broker, agent

or finder who has acted as the procuring cause in connection with the purchase and sale of the Premises except Allegro Realty Advisors (“Broker”), who will be paid by Purchaser pursuant to a separate agreement.

20. **Damage/Destruction.** Until the Closing Date, Seller shall maintain insurance coverage insuring the Premises in the form and in the amount as is in effect on the date of Purchaser’s execution hereof, and shall maintain the Premises in the same condition as existed on the date of Purchaser’s execution hereof, except for ordinary wear and tear. If, before the Closing Date, any part of the Premises is destroyed or damaged, Purchaser shall have the right: (a) to terminate this Agreement by written notice to Seller and to receive back all monies paid or deposited hereunder or in connection herewith; provided, however, the Deposit shall be delivered to Seller; or (b) to accept the Premises in its then current condition and to receive the proceeds of, or the assignment of the right to receive, any insurance settlement arising from such damage and an amount equal to the deductible on Seller’s insurance policy.

21. **Time of Essence.** The parties agree that time is of the essence and that the failure of a party to perform any act on or before the date specified herein for performance thereof shall be deemed cause for the termination hereof by the other party, without prejudice to other remedies available for default hereunder.

22. **Confidentiality.** Without the prior written consent of the other party, neither Seller nor Purchaser will disclose to any person, other than their legal counsel, proposed or current lender, employees, accountants, potential tenants or users, environmental consultants and any other consultants who need such information to assist in evaluating and documenting the transaction contemplated hereunder, any of the terms, conditions or other facts with respect to this Agreement, including the status thereof; provided, that either party hereto may make such disclosure if compelled by Ohio’s Public Records law, a court order or if such party has first received the written opinion of counsel that such disclosure must be made in order that such party does not commit a violation of law to comply with the requirements of any law, governmental order or regulation. Notwithstanding the foregoing to the contrary, Purchaser may, at its option and at its expense, file a memorandum of this Agreement and Seller shall execute such memorandum if requested by Purchaser.

23. **Miscellaneous.** This Agreement constitutes the entire agreement between Seller and Purchaser regarding the sale and purchase of the Premises and shall be binding upon and inure to the benefit of Seller, Purchaser and their respective heirs, executors, administrators and permitted assigns. This Agreement shall not be assigned by Seller without the prior written consent of Purchaser, which Purchaser may withhold in its sole discretion. This Agreement shall be governed by Ohio law. If any time period set forth herein ends on a Saturday, Sunday or legal holiday, then such time period shall be automatically extended to the next following business day. This Agreement may not be changed, altered or modified except by an instrument in writing signed by the party against whom enforcement of such change would be sought. Each party has participated fully in the negotiation and preparation of this Agreement with full benefit of counsel. Accordingly, this Agreement shall not be more strictly construed against either party. This Agreement may be executed in counterparts and all such counterparts shall constitute one agreement binding on all the parties, notwithstanding that all the parties are not signatories to the same counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the Effective Date, but this Agreement was signed on the respective dates specified below.

The City of Sandusky,
an Ohio municipal corporation

The Forest Sandusky, LLC,
an Ohio limited liability company

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

DRAFT

EXHIBIT A

NOTICE ADDRESSES

If to Purchaser: The Forest Sandusky, LLC
77 Milford Drive, Suite 232
Hudson, Ohio 44236
Attention: _____
Telephone: _____
E-Mail: _____

With Copy to: Walter | Haverfield LLP
1301 E. 9th Street, Suite 3500
Cleveland, Ohio 44114
Attention: Megan C. Zaidan, Esq.
Telephone: 216.619.7845
E-Mail: mzaidan@walterhav.com

If to Seller: _____

Attention: _____
Telephone: _____
E-Mail: _____

With Copy to: _____

Attention: _____
Telephone: _____
E-Mail: _____



DEPARTMENT OF PUBLIC WORKS

222 Meigs Street
Sandusky, Ohio 44870
419.627.5829
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Jeff Keefe, P.E, CPESC, CPSWQ

Date: November 1, 2017

Subject: Commission Agenda Item – Acceptance of the 2017 Heavy Truck Route Schedule.

ITEM FOR CONSIDERATION: Adoption of the revised Heavy Truck Route Schedule. The Heavy Truck Schedule Map has been updated to represent the current Heavy Truck Routes. This update includes changes that are related to the overpass route adjustments, and the removal of the Campbell Street Heavy Truck Route designation. Campbell Street has been removed to keep truck traffic off this mainly residential street.

BACKGROUND INFORMATION: The Heavy Truck Route Schedule applies to all trucks, trailers and semi-trailers having a gross weight of over 15,000 pounds operating into, out of or through the City shall follow state and federal routes; except when truck routes are designated by City Commission and are properly marked, then such vehicles shall follow such truck routes. Any such truck, trailer or semi-trailer, operating into, out of or inside the City for the purpose of local delivery shall travel only upon the streets described in the current Heavy Truck Route Schedule on file in the Director of Public Works and the Clerk of the City Commission office; except that such truck, trailer, or semi-trailer may be driven upon any connecting or destining street for the shortest possible distance to load and unload merchandise, freight, or material, or for storage or garage purposes on destining streets.

This is the first update since 2006.

BUDGETARY INFORMATION: No funding is required for this item.

ACTION REQUESTED: It is recommended that an Ordinance adopting the most current version of the Heavy Truck Route Schedule be approved by the City Commission in order to comply with City Section 339.02 of the City's Codified Ordinances. It is requested that this Ordinance be enacted so as to take effect immediately in accordance with Section 14 of the City Charter in order to approve the modifications and immediately begin utilization of the updated Heavy Truck Route Schedule.

I concur with this recommendation:

Eric Wobser
City Manager

Aaron Klein, P.E.
Director

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A MODIFIED HEAVY TRUCK ROUTE SCHEDULE FOR THE CITY OF SANDUSKY; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, pursuant to Chapter 339 (Commercial and Heavy Vehicles), Section 339.02 (Use of Local Streets), the Heavy Truck Route Schedule shall be reviewed by the Department of Public Works biennially and any modifications made to the schedule must be approved by the City Commission; and

WHEREAS, all trucks, trailers and semi-trailers having a gross weight of over 15,000 pounds operating into, out of or through the City shall follow state and federal routes; except when truck routes are designated by City Commission and are properly marked, then such vehicles shall follow such truck routes and any such truck, trailer or semi-trailer, operating into, out of or inside the City for the purpose of local delivery shall travel only upon the streets described in the current Heavy Truck Route Schedule on file in the Director of Public Works Services and the Clerk of the City Commission office; except that such truck, trailer, or semi-trailer may be driven upon any connecting or destining street for the shortest possible distance to load and unload merchandise, freight, or material, or for storage or garage purposes on destining streets; and

WHEREAS, modifications to the Heavy Truck Route Schedule include adjustments relating to the west end overpass route and removing Campbell Street as a designated heavy truck route; 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 approve the modifications pursuant to Section 339.02 of the City's Codified Ordinances and immediately begin utilizing the updated and accurate Heavy Truck Route Schedule; and

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

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

Section 1. This City Commission approves the modified Heavy Truck Route Schedule for the City of Sandusky, a copy of which is attached to this Resolution

and marked Exhibit "A", and is specifically incorporated as if fully rewritten herein.

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

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

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

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

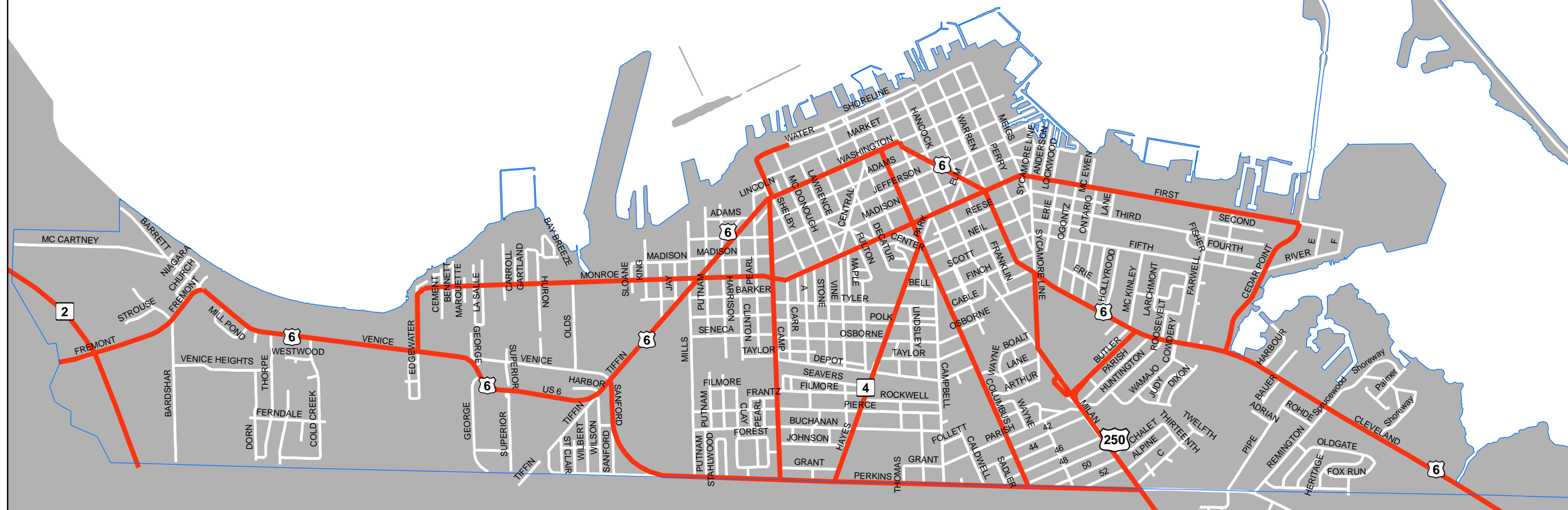
ATTEST: _____
KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: November 13, 2017



City of Sandusky, OH

2017 Heavy Truck Route Schedule



0 0.3 0.6 1.2 1.8 2.4 Miles



DEPARTMENT OF PUBLIC WORKS

222 Meigs Street
Sandusky, Ohio 44870
419.627.5829
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Jane E. Cullen, P.E.

Date: November 1, 2017

Subject: Commission Agenda Item- Gartland Avenue Reconstruction Project

ITEM FOR CONSIDERATION: Requesting legislation authorizing the City to accept bids for the Gartland Avenue Reconstruction Project

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

BUDGETARY INFORMATION: The estimated cost of the project, including engineering, inspection, advertising, and miscellaneous costs is \$944,140.00 with \$527,218.82 to be paid with Sewer Funds and \$290,659.22 to be paid with Water Funds and \$126,261.96 with Capital Projects Funds (Issue 8).

ACTION REQUESTED: It is recommended that the proposed Gartland Avenue Reconstruction Project be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to bid the project, receive competitive prices and begin the underground utilities this winter so that this long awaited project can be finished by early summer of 2018 as scheduled.

I concur with this recommendation:

Eric Wobser
City Manager

Aaron Klein, P.E.
Director

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

RESOLUTION NO. _____

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

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

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

WHEREAS, this City Commission authorized and directed the City Manager to enter into an agreement for Professional Design Services with Richland Engineering Limited of Mansfield, Ohio, for the Gartland Avenue Reconstruction Project by Resolution No. 17-059, passed on March 13, 2017; and

WHEREAS, the total estimated cost of this project including engineering, inspection, advertising, and miscellaneous expenses is \$944,140.00 of which \$527,218.82 will be paid with Sewer Funds, \$290,659.22 will be paid with Water Funds, and the remaining balance of \$126,261.96 will be paid with Issue 8 funds from the Capital Projects Fund; and

WHEREAS, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to bid the project, receive competitive prices and begin the underground utilities this Winter so the project can be completed by early Summer of 2018 as scheduled; and

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

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

Section 1. The specifications and estimates of cost as prepared by the Director of Public Works and submitted to this City Commission, and which are now on file in the offices of the Director of Public Works and the Clerk of the City

Commission, for the proposed Gartland Avenue Reconstruction Project, be and the same hereby are approved by this City Commission.

Section 2. This City Commission hereby declares it necessary to proceed with the proposed Gartland Avenue Reconstruction Project at the earliest possible time.

Section 3. The City Manager is authorized and directed to advertise for and to receive bids in relation to the proposed Gartland Avenue Reconstruction Project as required by law.

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

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

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

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

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

Passed: November 13, 2017



DEPARTMENT OF PUBLIC WORKS

222 Meigs Street
Sandusky, Ohio 44870
419.627.5829
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager
From: Jeff Keefe, P.E., CPESC, CPSWQ
Date: November 1, 2017
Subject: **Commission Agenda Item – Permission to Bid 2017 Campbell Street Resurfacing and Columbus – Scott – Campbell Intersection Project Phase 1 & 2**

ITEM FOR CONSIDERATION: Legislation authorizing the City to accept bids for the **2017 Campbell Street Resurfacing and Columbus – Scott – Campbell Intersection Project Phase 1 & 2** from the railroad tracks north to and work for the Columbus – Scott – Campbell Intersection Phase 1 & 2 improvements.

BACKGROUND INFORMATION: Campbell Street will have utility improvements and repairs made prior to the milling and filling of asphalt pavement. Utility work within Phase 1 will allow for the repair of sewer laterals, sewer relining, catch basin repairs and replacement. The water main under the tracks will be replaced, while a new 8" water main will be installed where homes are currently served by an existing 3" line. All Campbell Resurfacing work is being paid with an OPWC grant which needs to be completed and closed out by the end of June 2018.

Phase 2 intersection improvements, will include new curbs and gutters (as needed), handicap ramps (replaced or repaired if needed), new drive aprons (as needed) with asphalt pavement. Poor base material will be removed and replaced as required to provide the proper support for the new pavement section. This work will provide a new asphalt surface between the existing concrete curb and gutters.

We will be following up with a separate Bid Package for the Intersection Phase 3 improvements which will include the signals, poles, and final improvements to complete the pedestrian improvements. These plans are being completed and need to go through the ODOT review process.

BUDGETARY INFORMATION: The estimated cost of the project, including engineering, inspection, advertising and miscellaneous costs, is \$855,330.68 with \$225,000.00 to be paid with sewer capital funds, \$82,424.00 to be paid with water funds, \$175,000.00 from OPWC Funding and \$372,906.68 to be paid with Capital Projects Funds made possible by Issue 8.

ACTION REQUESTED: It is recommended that the proposed 2017 Campbell Street Resurfacing and Columbus – Scott – Campbell Intersection Project Phases 1 & 2 be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to bid the project, receive competitive prices and to complete the project by June of 2018 to be compliant with OPWC funding requirements.

I concur with this recommendation:

Eric Wobser, City Manager

Aaron Klein, P.E., Director

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

RESOLUTION NO. _____

A RESOLUTION DECLARING THE NECESSITY FOR THE CITY TO PROCEED WITH THE PROPOSED CAMPBELL STREET RESURFACING AND COLUMBUS-SCOTT-CAMPBELL INTERSECTION PROJECT PHASE 1 & 2; APPROVING THE SPECIFICATIONS AND ENGINEER'S ESTIMATE OF COST THEREOF; AND DIRECTING THE CITY MANAGER TO ADVERTISE FOR AND RECEIVE BIDS IN RELATION THERETO; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Campbell Street Resurfacing and Columbus-Scott-Campbell Intersection Project has three (3) phases which together will complete the resurfacing of Campbell Street from the Railroad tracks north to the Columbus Avenue, Scott Street, and Campbell Street intersection along with improvements to the intersection including signals, poles, and final improvements to complete the pedestrian improvements; and

WHEREAS, Phase 1 of the project involves utility improvements including the repair of sewer laterals, sewer relining, catch basin repairs and replacement, replacing water main under the tracks and installation of a new 8" water main where homes are currently served by an existing 3' line; and

WHEREAS, Phase 2 of the project involves intersection improvements and will include new curbs and gutters as needed, handicap ramps replaced or repaired if needed, new drive aprons as needed with asphalt pavement and poor base material will be removed and replaced as required to provide the proper support for the new pavement section; and

WHEREAS, Phase 3 will be bid separately and involves improvements which include signals, poles, and final improvements to complete the pedestrian improvements; and

WHEREAS, this City Commission authorized the submission of an application and to enter into a Project Agreement with the Ohio Public Works Commission (OPWC) to participate in the Ohio Public Works Commission's State Capital Improvement and/or Local Transportation Improvement Programs authorized by Chapter 164 (Aid to Local Government Improvements) of the Ohio Revised Code for the Campbell Street Resurfacing Project by Resolution No. 043-16R, passed on August 22, 2016; and

WHEREAS, the total estimated cost of this project including engineering, inspection, advertising, and miscellaneous expenses is \$855,330.68 of which \$75,000.00 will be paid with Sewer Funds, \$150,000.00 will be paid with Sewer Capital Funds, \$82,424.00 will be paid with Water Funds, \$175,000.00 will be paid with Ohio Public Works Commission (OPWC) grant funds, and the remaining balance of \$372,906.68 will be paid with Issue 8 funds from the Capital Projects Fund; and

WHEREAS, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to bid the project, receive competitive prices and to complete the project by June of 2018 in accordance with OPWC funding requirements; and

WHEREAS, in that it is deemed necessary in order to provide for the

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

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

Section 1. The specifications and estimates of cost as prepared by the Director of Public Works and submitted to this City Commission, and which are now on file in the offices of the Director of Public Works and the Clerk of the City Commission, for the proposed Campbell Street Resurfacing and Columbus-Scott-Campbell Intersection Project Phase 1 & 2, be and the same hereby are approved by this City Commission.

Section 2. This City Commission hereby declares it necessary to proceed with the proposed Campbell Street Resurfacing and Columbus-Scott-Campbell Intersection Project Phase 1 & 2 at the earliest possible time.

Section 3. The City Manager is authorized and directed to advertise for and to receive bids in relation to the proposed Campbell Street Resurfacing and Columbus-Scott-Campbell Intersection Project Phase 1 & 2 as required by law.

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

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

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

Commission of the City of Sandusky, Ohio.

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

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

Passed: November 13, 2017



DEPARTMENT OF PUBLIC WORKS

222 Meigs Street
Sandusky, Ohio 44870
419.627.5829
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Jeff Keefe, P.E., CPESC, CPSWQ

Date: November 1, 2017

Subject: Commission Agenda Item – Amendment to the Columbus-Scott-Campbell Intersection Improvements Project, Professional Design Services Agreement with WSP USA Inc. (formerly Parson Brinkerhoff) of Cleveland, Ohio

ITEM FOR CONSIDERATION: Requesting legislation for an amendment to the professional design services agreement with WSP USA, Inc. (formerly Parson Brinkerhoff) of Cleveland, Ohio for the Columbus-Scott-Campbell Intersection Improvements Project.

BACKGROUND INFORMATION: Ordinance 17-140, passed on July 10, 2017, approved an agreement with WSP USA Inc. for \$41,500.00. The intent of the original scope of work was to design improvements to pedestrian and bicycle operations, particularly for children; access management; and east-west movements of vehicles and pedestrians by designing new pavement marking locations, new traffic and pedestrian signals and an ease of access to the intersection. The original intent of their design scope has not changed, but since signing into agreement with the design firm the City of Sandusky was awarded a Grant in the amount of \$125,000.00 from ODOT through the Active Transportation (AT) project funding.

Originally, ODOT indicated that the project could be bid and awarded as part of the OPWC process. After review and discussion, ODOT revised this opinion and the improvements that are part of the AT project funding will require the review process and project management that is normally required for a Federally Funded project.

In addition to the expanded review, the plans are going to be separated into two sets of plans. The first set will include items that will be completed with the Campbell resurfacing to allow for the subsurface improvements and resurfacing. The second set will include the final improvements along with the signals (on new mast arms) and the final pavement markings so they will provide the proper lane alignments.

Therefore, I am requesting to modify the current scope of work so that WSP USA, Inc. can move forward with the additional design requirements to meet the guidelines set out by ODOT to receive the Active Transportation project funding.

BUDGETARY INFORMATION: The amendment to the scope of work outline above will increase the professional design agreement amount by \$33,889.00, making the not to exceed amount for the agreement \$75,389.00, which will be funded entirely by Community Development Block Grant funds.

ACTION REQUESTED: It is recommended that an ordinance for Amendment #1 for an existing professional design agreement with WSP USA, Inc. for the Columbus-Scott-Campbell Intersection Improvements Project in an amount not to exceed \$75,389.00 be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter to meet the aggressive timelines required by ODOT in order to move forward with construction in 2018.

I concur with this recommendation:

Eric Wobser
City Manager

Aaron Klein, P.E.
Director

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

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL DESIGN SERVICES WITH WSP USA INC., OF CLEVELAND, OHIO, FOR THE COLUMBUS-SCOTT-CAMPBELL INTERSECTION IMPROVEMENTS PROJECT, AS PART OF THE CAMPBELL STREET RESURFACING PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City Commission approved an agreement for Professional Services with WSP USA Inc. (formally Parson Brinkerhoff), of Cleveland, Ohio, for the Columbus-Scott-Campbell Intersection Improvements Project, as part of the Campbell Street Resurfacing Project by Ordinance No. 17-140, passed on July 10, 2017; and

WHEREAS, Columbus Avenue has predominant traffic volumes and is bisected by Scott Street and the heavily skewed Campbell Street and due to complaints from the community and observed operational issues, the City has initiated improvements to pedestrian and bicycle operations, particularly for children, access management, and east-west movements of vehicles and pedestrians; and

WHEREAS, the Columbus-Scott-Campbell Intersection Improvements Project involves new pavement markings to allow for better channelization and visibility, new signals with pedestrian crossing equipment to provide an improved and safer environment for students, residents and cyclists, and an enhanced bicycle route will be accommodated by utilizing shared use lanes and this Project, upon completion of the design work, will be incorporated into the Campbell Street Resurfacing Project; and

WHEREAS, WSP USA Inc. is providing professional design services for the design of the improvements at the Columbus-Scott-Campbell intersection and subsequent to execution of the agreement, the Ohio Department of Transportation (ODOT) notified the City of an award in the amount of \$125,000.00 through the Active Transportation (AT) project fund; and

WHEREAS, it is necessary to modify the scope of services to include additional design requirements in order to meet the guidelines set forth by ODOT to receive the Active Transportation project funds and these modified services are more fully described in the Scope of Services, which is attached to this Ordinance and marked Exhibit "A" and specifically incorporated herein; and

WHEREAS, the original cost of the professional design services was \$41,500.00 and this Amendment will increase the cost by \$33,889.00 for a revised total cost of \$75,389.00 which will be paid with Community Development Block Grant (CDBG) 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 immediately execute the amendment and move forward with the project to meet the aggressive timelines requirement by the Ohio Department of Transportation to begin construction in 2018; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City

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

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

Section 1. The City Manager is authorized and directed to enter into an amendment to the agreement with WSP USA Inc., of Cleveland, Ohio, for Professional Design Services for the Columbus-Scott-Campbell Intersection Improvements Project, as part of the Campbell Street Reconstruction Project, substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the terms of this Ordinance, at a revised amount **not to exceed** Seventy Five Thousand Three Hundred Eighty Nine and 00/100 Dollars (\$75,389.00).

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: November 13, 2017

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

This First Amendment to the Agreement for Professional Design Services (this “Agreement”), made as of _____, 2017, by and between the City of Sandusky (the “City”), whose contact person shall be the Director of Engineering Services designated below or successor (the “City Engineer”), and WSP USA Inc.. (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:	Design for the Columbus – Scott – Campbell Intersection Improvements
---------------	---

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

Architect/Engineer:	WSP USA Inc.
Address:	1660 W Second St Suite 820 Cleveland, OH 44113

NOW, THEREFORE, in consideration of the mutual promises contained in the Professional Design Services Agreement executed on July 19, 2017, the City and the Architect/Engineer agree as follows:

The Architect/Engineer shall perform additional tasks included in Exhibit A as described therein, in accordance with the Professional Design Services Amendment executed on _____, between the City and WSP USA Inc. for a revised fee not to exceed **75,389.00.**

Signature Page to Follow

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

WSP USA Inc.
("Architect/Engineer")

By: _____

CITY OF SANDUSKY

By: _____
Eric Wobser
City Manager

CERTIFICATE OF FUNDS

In the matter of: **Design for the Columbus – Scott – Campbell Intersection Improvements**

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

Modification to Scope of Work #1

Campbell – Columbus – Scott Intersection Design

Sandusky, Ohio

Summary

The City of Sandusky has requested changes to the plans and the process for the Campbell – Columbus – Scott Intersection Improvement Project. These changes, consisting of written and verbal comments received 9/28/2017. Changes are summarized as:

- Separate the design plans into two (2) distinct projects.
 - Phase 2 plans will be included and bid with plans by the City of Sandusky (Phase 1) for a project along Campbell Street that extends from the railroad to the Columbus Avenue approach.
 - § The City's Phase 1 Campbell Street project scope will include curb-to-curb resurfacing of Campbell Street.
 - § The WSP Phase 2 project scope will include the design required for: removal and installation of new curbs, sidewalks, curb ramps, and pavement; underground utility work such as storm sewer adjustment, utility casting adjustments, pull boxes, and future signal system conduit work; maintenance of traffic, and traffic control signs.
 - Phase 3 plans will consist of the remainder of intersection improvement work.
 - § The WSP Phase 3 project scope will include the design required for: traffic control markings and signs not included in Phase 2; traffic signals (mast-arm), controller, power, and maintenance of traffic.
- Signal system has been designed as a span-wire system. Update to a mast-arm system.
- Install new ADA curb ramps at northeast corner, aligned with crosswalks
 - Columbus Ave. crosswalk
- Realign location of curb ramp northward to match opposite side and shift driveway southwesterly at northwest corner
- Confirm utility pole offsets (18" min. from face of curb)
- Provide Autoturn figure for trucks at southeast corner curb return
- Investigate temporary condition for the interim between Phase 2 & 3. If necessary, incorporate into Phase 2 plans
- Address these and one (1) subsequent set of ODOT review comments on the Phase 2 plans and one (1) subsequent set of ODOT review comments on Phase 3 plans
- Add scope for responding to Request for Information (RFIs) and Submittals, such as shop drawings, during the construction of Phase 2 and Phase 3.
- Provide recommendations for un-designating a truck route on Campbell Street, a City of Sandusky Truck Route.

The fee for this work will be on a fixed-price (lump sum) basis with the exception of the "if authorized" items that shall be compensated at a cost-plus-fee (time and materials) basis. The "if authorized items" have a budgetary basis established in this proposal for budgeting purposes and this method was used for items such as construction administration services and utility coordination. For cost proposal, see Attachment A.

1.0 FIELD INVESTIGATION PHASE

No modifications to scope of work.

1.4030 Utility Coordination

WSP will investigate utility pole offsets from curb line and provide a figure to City identifying each pole's offset from the face of curb. Any poles that are potentially closer than 18" minimum from the face of curb will be identified for the City of Sandusky to field measure and confirm. Utility pole relocation and/or consolidation may then be required.

Should utility pole relocation be required, under an "if Authorized" task, WSP will coordinate Utility Pole Relocation with the pole owner. We anticipate one (1) in person meeting, written coordination, and teleconferences to establish the new location for the utility poles. Schedule for pole relocation will be coordinated with City of Sandusky and pole owner.

1.1910 Survey Data Collection and Analysis

No modifications to scope of work.

1.7010 Traffic Data Collection and Analysis

The traffic analysis presented in the study phase will be updated based upon the actual traffic counts. The traffic data will be compiled into a report for submission to the City of Sandusky and ODOT.

2.0 DESIGN PHASE

This Phase consists of developing detailed design, utility, and traffic data. The phase will include revising construction contract documents to address ODOT review comments and to split the project apart into two (2) separate bid packages with each bid package consisting of plans, an opinion of construction costs and technical specifications. WSP will also split apart the CAD drawings.

WSP does not anticipate the application for any permits as part of this project.

Campbell – Columbus – Scott Intersection Design

Project Bid Packages will include:

Included (X)	Not Included (-)	Phase 2	Phase 3
Title Sheet		X	X
Schematic Plan		X	X
Typical Sections		X	-
General Notes		X	X
MOT Notes		X	X
General Summary		X	-
Plan		X	-
Intersection Detail		X	-
Traffic Control Plan		X	X
Traffic Signal General Notes		X	X
Traffic Signal Plan		X	X
Traffic Signal Details		-	X
Traffic Signal Subsummary		X	X
Opinion of Construction Costs		X	X

2.4010 Roadway Design

The roadway design will include revisions to the plan, intersection details, and traffic control plans. The previously untouched northeast corner will now include new curb and curb ramps and an adjustment to the crosswalk location and stop bar. The northwest corner curb ramp will be relocated to match the revised crosswalk location and the driveway apron will be shifted southwesterly. Intersection details showing curb relocation information, storm sewer adjustments (if required), new sidewalks and Americans with Disabilities Act (ADA) compliant curb ramps at the northwest, southwest, and southeast quadrants of the intersection. There will be modifications to two (2) existing driveways at the northwest quadrant. The existing pavement section shall be provided by the City of Sandusky. Proposed resurfacing pavement section shall match the design of Columbus Avenue or Campbell Street projects and be provided by City of Sandusky.

WSP will review the truck turning template in Autoturn at the southeast corner in response to comment provided on 9/28/17. The curb provided meets AASHTO criteria, therefore no plan modifications are anticipated regardless of truck turning template findings. The curb return radius at the northeast and northwest corners will not be considered in the template. Turning template movements were already provided on the southwest corner showing the corner is not navigable to large vehicles.

WSP will also review the site for design exceptions per the Ohio Department of Transportation Location & Design Manual Volume 1, Section 105. WSP will prepare a table indicating governing criteria for required categories, whether or not the criteria is met, and also provide a design exception request for identified design exceptions.

WSP will provide a figure to the City of Sandusky showing the alternate local Truck Routes designated by ODOT on nearby State Routes that are Federal Truck Routes: Hayes Avenue (SR-4) to the west and Milan Road (US-250) and Cleveland Road (US-6) to the east.

2.4011 Traffic Signal Design

Traffic signal system will be redesigned from the current span-wire design to a mast-arm design in general compliance with the concept figure provided by WSP on 9/7/2017.

Traffic signal plan will be included in each package with the Phase 2 package work consisting of establishing conduits and pullbox layout. Phase 3 plans will include: wiring the pullboxes and conduits; installing mast arms signal foundations, poles, and signal heads; installing detection and preemption; and installing the controller.

2.2510 Environmental Document

Environmental work shall apply to Phase 3 plan work only.

Purpose and Need

A brief, paragraph summary will be developed for the project summarizing the purpose and need of the project based on coordination with the City. The text would be incorporated into the Section 106 Request for Review, Environmental Site Assessment Screening, and C1 project form.

Section 106 Review

The Phase 2 work is anticipated to have Minimal Potential to Cause Effects to Historic Properties (Appendix A, ODOT Agreement No. 16734). A review of SHPO GIS Map and Buckeye Assets Results showing resources adjacent to the project footprint. Coordination with ODOT District Environmental Staff will be conducted. Results will be provided in the C1 project form on EnviroNet. The need for a Phase I Cultural Resources History/Architecture Survey is not anticipated or scoped for the project.

Identify Ecological Resources

Since the project is all within operational right-of-way in a developed area, the presence of ecological resources including threatened and endangered species habitats, streams, and wetlands would be unlikely. A desktop review of online resources from the Ohio Department of Natural Resources, the US Fish & Wildlife Service and National Wetland Inventory would be used to identify known resources adjacent to the project area. No impacts are anticipated. An Ecologically Exempt Project Documentation Form will be submitted and the results will be summarized in EnviroNet.

Environmental Site Assessment Screening

An Environmental Site Assessment Screening will be completed for Phase 2 of the intersection improvement work in accordance with ODOT guidelines. The ESA Screening Report will be submitted through EnviroNet and results will be summarized in the C1 project form. Due to the type of work to be completed and no right-of-way, no additional hazardous materials studies are anticipated at this time.

Section 4(f) determinations

Based upon the Section 106 Request for Review, Section 4(f) properties adjacent to the project would be identified. No public parks, recreation areas, or wildlife refuges are located in the area. No Section 4(f) use are anticipated for the project. The results of the Task will be summarized in EnviroNet.

Prepare Environmental Document

Based on Appendix A, Item 22 of ODOT's NEPA Assignment Categorical Exclusion Guidance (February 2016), the project is assumed to be a C1 action. Item 22 indicates a project is defined in 23 U.S.C. 101 and is entirely within the existing transportation operational right-of-way. By definition, a C1 project has independent utility and logical termini and meets the following criteria:

- No acquisition of permanent right-of-way for construction.
- No National Scenic River corridor impacts
- No wetland impacts and waterway permits
- No impacts to state or federally threatened or endangered species
- No impacts to historic properties or historic districts
- No Section 4(f)/6(f) impacts
- No substantial traffic disruption, including the use of a temporary road, detour or ramp closure unless the use of such facilities satisfy the following conditions:
- Minor public or agency controversy on environmental grounds (no opposition from any organized groups or agencies and no unresolved environmental coordination).

In accordance with ODOT's Programmatic Agreement, C1 projects do not require additional documentation beyond determination that they meet the above identified criteria. A C1 project form will be completed in EnviroNet using secondary source resources, and submitted to the ODOT District Environmental Coordinator for review and approval. No additional environmental verification is anticipated or required.

3.0 CONSTRUCTION PHASE

WSP shall provide ongoing construction administration services to City of Sandusky for Phase 2 and Phase 3. The services provided under 3.0 Construction Phase will be on a Cost-Plus Fee basis.

3.9010 Construction Inspection

WSP will conduct Inspection of the proposed signal system. Other construction inspection services will be provided as directed.

3.9110 Construction Administration

WSP will provide construction administration services, as directed. The anticipated services will be to review contractor submittals and shop drawings, review and respond to RFIs, or to conduct site visits for construction observation. WSP will attend one (1) pre-construction meeting for Phase 2 and one (1) pre-construction meeting for Phase 3 for up to two (2) people at the City of Sandusky during bidding of the project.

4.0 MEETINGS AND MANAGEMENT PHASE

4.2550 Project Coordination & Management

4.2550.1 Project Coordination & Management

WSP will conduct project management tasks for the additional identified scope over the extended project duration. The project manager will distribute information to appropriate team members and

coordinate tasks with subconsultants. The project manager will also conduct meetings as needed with City of Sandusky. Tasks will include:

- General Project Management & Oversight
- Prepare monthly Invoices and Progress Reports
- Develop Business Management Systems for scope and schedule, manage the budget and staffing
- Internal team meetings
- Progress report updates for City of Sandusky
- Develop Project Management Plan, Project Safety Plan, and Quality Management Plan

4.2550.2 Meetings

The project team will attend one (1) pre-bid meeting for Phase 2 and one (1) pre-bid meeting for Phase 3 for up to two (2) people at the City of Sandusky during bidding of the project.

5.0 DIRECT COSTS

5.1620 Direct Costs – Travel

This task covers the travel direct expenses as detailed in the direct costs portion of the cost proposal, including travel to Sandusky for project meetings

5.1630 Direct Costs - Other

No modifications to scope of work.

SCHEDULE

The project assumes this schedule, provided by City of Sandusky:

- Notice to Proceed by City in 2017
- Provide Phase 2 Bid documents (Plans) by 40 days from NTP
- Provide Phase 3 Bid documents (Plans) by 40 days from NTP
- Incorporate Review comments from City/ODOT within 40 days
- Provide Environmental Document 60 days from NTP
- Construction Phase services to be provided during 2018

ENGINEERING AND TECHNICAL SERVICE COST PRICE PROPOSAL
FOR Columbus - Campbell - Scott Intersection

Overhead Percentage GSO (FAR) = 151.60%
 Field Overhead Percentage GSO (FAR) = 115.00%
 Net Fee Percentage = 10.00%
 Cost of Money = 0.40%

CONSULTANT: WSP USA INC.

PROJECT DESCRIPTION: Columbus - Campbell - Scott Intersection Design: Modification #1

Proposal Date: 10/3/2017

Revised Date: 11/1/2017

Fixed Price Cost Proposal. If Authorized task compensation on cost-plus fee basis.

Task No.	Task Description	Hourly Rate	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Subconsultant Costs	Net Fee	Total Cost
Task 1	Field Investigation Phase									
Task 1.1910	Survey Data Collection and Analysis									
Task 1.1910	Topographic Survey	#DIV/0!	0	\$ -	\$0	\$0	\$0	\$0	\$0	\$0
Task 1.4030	Utility Coordination									
Task 1.4030.1	Utility Coordination	\$57.75	4	\$ 231	\$350	\$1	\$0	\$0	\$58	\$640
Task 1.4030.2	Utility Coordination - If Authorized	\$57.75	8	\$ 462	\$700	\$2	\$0	\$0	\$116	\$1,280
Task 1.7010	Traffic Data Collection and Analysis									
Task 1.7010.1	Level of Service (LOS) Synchro Analysis	\$34.50	4	\$ 138	\$209	\$1	\$0	\$0	\$35	\$383
	Field Investigation Phase Subtotal	\$51.94	16	\$ 831	\$ 1,259	\$ 4	\$ -	\$ -	\$ 209	\$2,303
Task 2	Design Phase									
Task 2.4010	Roadway Design									
Task 2.2550.2	AutoTurn Analysis (SE Corner)	\$38.33	3	\$ 115	\$174	\$0	\$0	\$0	\$29	\$318
Task 2.2550.3	Design Exception Evaluation & Request Document	\$41.29	7	\$ 289	\$438	\$1	\$0	\$0	\$73	\$801
Task 2.2550.4	Separate plans to 2 phased projects	\$30.31	13	\$ 394	\$597	\$2	\$0	\$0	\$99	\$1,092
Task 2.2550.5	Plan & Quantity Adjustments	\$41.15	26	\$ 1,070	\$1,622	\$4	\$0	\$0	\$269	\$2,965
Task 2.2550.6	Truck Route Figure	\$28.00	4	\$ 112	\$170	\$0	\$0	\$0	\$28	\$310
Task 2.2550.7	Disposition of ODOT review comments - 2 rounds of comments	\$45.57	14	\$ 638	\$967	\$3	\$0	\$0	\$161	\$1,769
Task 2.7040	Traffic Signal Design									
Task 2.7040.2	Mast Arm Signal Plan, Details, Notes & Quantities	\$36.19	26	\$ 941	\$1,427	\$4	\$0	\$0	\$237	\$2,609
Task 2.7040.3	Separate plans to 2 phased projects	\$32.29	7	\$ 226	\$343	\$1	\$0	\$0	\$57	\$627
Task 2.2510	Environmental Document									
Task 2.2510	Environmental Document	\$48.07	30	\$ 1,442	\$2,186	\$6	\$145	\$0	\$363	\$4,142
	Design Phase Subtotal	\$40.21	130	\$ 5,227	\$ 7,924	\$ 21	\$ 145	\$ -	\$ 1,316	\$14,633
Task 3	Construction Phase									
Task 3	Construction Phase									
Task 3.9010	Signal Inspection - If Authorized	\$42.54	26	\$ 1,106	\$1,677	\$4	\$974	\$0	\$278	\$4,039
Task 3.9110	RFI Coordination & Response (8) - If Authorized	\$43.54	24	\$ 1,045	\$1,584	\$4	\$0	\$0	\$263	\$2,896
Task 3.9120	Shop Drawing & Submittal Review (4) - If Authorized	\$43.54	24	\$ 1,045	\$1,584	\$4	\$0	\$0	\$263	\$2,896
Task 3.9130	Site Visits / Construction Observation - If Authorized	\$48.40	20	\$ 968	\$1,467	\$4	\$280	\$0	\$244	\$2,963
	Construction Phase Subtotal	\$44.30	94	\$ 4,164	\$ 6,312	\$ 16	\$ 1,254	\$ -	\$ 1,048	\$12,794
Task 4	Meetings & Management Phase									
Task 4.1010	Project Coordination & Management									
Task 4.1010.1	Project Coordination & Management	\$47.80	15	\$ 717	\$1,087	\$3	\$0	\$0	\$180	\$1,987
Task 4.1010.2	Contract Modification Preparation	\$48.71	7	\$ 341	\$517	\$1	\$0	\$0	\$86	\$945
Task 4.1010.3	Pre-bid Meeting	\$46.00	8	\$ 368	\$558	\$1	\$207	\$0	\$93	\$1,227
	Meetings & Management Phase Subtotal	\$47.53	30	\$ 1,426	\$2,162	\$5	\$207	\$0	\$359	\$4,159
GRAND TOTAL AUTHORIZED TASKS		\$41.80	168	\$ 7,022	\$ 10,645	\$ 28	\$ 352	\$ -	\$ 1,768	\$19,815
GRAND TOTAL IF-AUTHORIZED TASKS		\$45.35	102	\$ 4,626	\$ 7,012	\$ 18	\$ 1,254	\$ -	\$ 1,164	\$ 14,074
GRAND TOTAL ALL TASKS		\$43.14	270	\$ 11,648	\$ 17,657	\$ 46	\$ 1,606	\$ -	\$ 2,932	\$33,889



DEPARTMENT OF PUBLIC WORKS

222 Meigs Street
Sandusky, Ohio 44870
419.627.5829
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Jeff Keefe, P.E., CPESC, CPSWQ

Date: November 1, 2017

Subject: Commission Agenda Item – 2017 Updated Sewer Regulations and Rates Ordinance

ITEM FOR CONSIDERATION: Legislation to amend the Sewer Regulations and Rates in the City's Codified Ordinances for updated storm sewer rates. The proposed amendments include Section 933.25.

BACKGROUND INFORMATION: The purpose of this modification of the Sewer Regulations and Rates Ordinance is to maintain the current storm sewer rate to and defer the change to an ERU (Equivalent Residential Unit) from January 2018 to December 2020. This will allow for additional public outreach and education.

BUDGETARY INFORMATION: This change will maintain the current storm sewer rate for 2018 thru 2020, and change the storm sewer rate structure for non-residential properties based on an ERU (Equivalent Residential Unit) in 2021. This change and funding has been incorporated into the 5 Year Capital Plan.

ACTION REQUESTED: It is recommended that proper legislation be prepared to amend the Sewer Regulations and Rates in the City's Codified Ordinances Chapter 933.25 be approved.

I concur with this recommendation:

Eric Wobser
City Manager

Aaron Klein, P.E.
Director

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING PART NINE (STREETS, UTILITIES, AND PUBLIC SERVICES CODE), TITLE THREE (UTILITIES), CHAPTER 933 (SEWER REGULATIONS AND RATES) SECTION 933.25 (RATES) OF THE CODIFIED ORDINANCES OF THE CITY OF SANDUSKY IN THE MANNER AND WAY SPECIFICALLY SET FORTH HEREINBELOW.

WHEREAS, the City Commission amended Part Nine (Streets, Utilities, and Public Services Code), Title Three (Utilities), Chapter 933 (Sewer Regulations and Rates) Section 933.25 (Rates) of the Codified Ordinances of the City of Sandusky for the purpose to increase rates to fund improvements associated with the wastewater utility, provide for operation and maintenance costs and meet mandated improvements by the Ohio Environmental Protection Agency by Ordinance 15-021, passed on February 9, 2015; and

WHEREAS, this City Commission approved amendments to Part Nine (Streets, Utilities, and Public Services Code), Title Three (Utilities), Chapter 933 (Sewer Regulations and Rates) Section 933.25 (Rates) of the Codified Ordinances of the City of Sandusky to maintain the current Storm Water charge of \$3.00 per property for CY 2017 and defer the change to a charge at \$3.00 per Equivalent Residential Unit (ERU) until CY 2018 to allow for additional public outreach and education by Ordinance No. 16-175, passed on October 24, 2016; and

WHEREAS, this proposed amendment to Chapter 933 will allow the continuance of the current Storm Water charge of \$3.00 per property for CY 2018 through CY 2020 and defer the change to charge per Equivalent Residential Unit (ERU) until CY 2021 to allow for additional public outreach and education; and

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

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

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

Section 1. Part Nine (Streets, Utilities, And Public Services Code), Title Three (Utilities), Chapter 933 (Sewer Regulations and Rates), Section 933.25 (Rates) of the Codified Ordinances of the City are hereby amended as follows:

933.25 RATES.

Each user connected to the City system shall pay charges equal to the sum of subsections (a) and (b) hereof according to the size of the water meter in subsection (a) hereof and quantity of wastewater in subsection (b) hereof.

MONTHLY

- (a) Meter charge - (minimum) inside City users only: includes 100 cubic feet of use monthly:

Step 1: Effective April 1, 2015

Meter size	Capital Charge	Billing Charge	Commodity Charge	Monthly Charge
	\$/Month	\$/Month	\$/Month	\$/Month
5/8"	2.57	1.22	4.96	8.75
3/4"	3.86	1.22	4.96	10.04
1'	6.43	1.22	4.96	12.61
1-1/2"	12.85	1.22	4.96	19.03
2"	20.56	1.22	4.96	26.74
3"	38.55	1.22	4.96	44.73
4"	64.25	1.22	4.96	70.43
6"	128.50	1.22	4.96	134.68
8"	205.60	1.22	4.96	211.78
10"	295.55	1.22	4.96	301.73
12"	552.55	1.22	4.96	558.73

Gravity Flume	Capital Charge	Billing Charge	Commodity Charge	Monthly Charge
	\$/Month	\$/Month	\$/Month	\$/Month
3"	192.75	1.22	4.96	198.93
6"	706.75	1.22	4.96	712.93
9"	1,580.55	1.22	4.96	1,586.73
12"	2,878.40	1.22	4.96	2,884.58

All over 100 cubic feet shall pay the commodity charge above, per 100 cubic feet.

The Storm Water charge will be \$3.00 per property.

Step 2: Effective January 1, 2016

Meter size	Capital Charge	Billing Charge	Commodity Charge	Monthly Charge
	\$/Month	\$/Month	\$/Month	\$/Month
5/8"	3.48	1.26	6.20	10.94
3/4"	5.22	1.26	6.20	12.68
1'	8.70	1.26	6.20	16.16
1-1/2"	17.40	1.26	6.20	24.86
2"	27.84	1.26	6.20	35.30
3"	52.20	1.26	6.20	59.66
4"	87.00	1.26	6.20	94.46
6"	174.00	1.26	6.20	181.46
8"	278.40	1.26	6.20	285.86
10"	400.20	1.26	6.20	407.66
12"	748.20	1.26	6.20	755.66

Gravity Flume	Capital Charge	Billing Charge	Commodity Charge	Monthly Charge
	\$/Month	\$/Month	\$/Month	\$/Month
3"	261.00	1.26	6.20	268.46
6"	957.00	1.26	6.20	964.46
9"	2,140.20	1.26	6.20	2,147.66
12"	3,897.60	1.26	6.20	3,905.06

All over 100 cubic feet shall pay the commodity charge above, per 100 cubic feet.

The Storm Water charge will be \$3.00 per property.

Step 3: Effective January 1, 2017

Meter size	Capital Charge	Billing Charge	Commodity Charge	Monthly Charge
	\$/Month	\$/Month	\$/Month	\$/Month
5/8"	4.62	1.30	7.75	13.67
3/4"	6.93	1.30	7.75	15.98
1'	11.55	1.30	7.75	20.60
1-1/2"	23.10	1.30	7.75	32.15
2"	36.96	1.30	7.75	46.01
3"	69.30	1.30	7.75	78.35
4"	115.50	1.30	7.75	124.55
6"	231.00	1.30	7.75	240.05
8"	369.60	1.30	7.75	378.65
10"	531.30	1.30	7.75	540.35
12"	993.30	1.30	7.75	1,002.35

Gravity Flume	Capital Charge	Billing Charge	Commodity Charge	Monthly Charge
	\$/Month	\$/Month	\$/Month	\$/Month
3"	346.50	1.30	7.75	355.55
6"	1,270.50	1.30	7.75	1,279.55
9"	2,841.30	1.30	7.75	2,850.35
12"	5,174.40	1.30	7.75	5,183.45

All over 100 cubic feet shall pay the commodity charge above, per 100 cubic feet.

The Storm Water charge will be \$3.00 per property.

Step 4: Effective January 1, 2018

Meter size	Capital Charge	Billing Charge	Commodity Charge	Monthly Charge
	\$/Month	\$/Month	\$/Month	\$/Month
5/8"	4.88	1.34	8.14	14.36
3/4"	7.32	1.34	8.14	16.80
1'	12.20	1.34	8.14	21.68
1-1/2"	24.40	1.34	8.14	33.88
2"	39.04	1.34	8.14	48.52
3"	73.20	1.34	8.14	82.68
4"	122.00	1.34	8.14	131.48

6"	244.00	1.34	8.14	253.48
8"	390.40	1.34	8.14	399.88
10"	561.20	1.34	8.14	570.68
12"	1,049.20	1.34	8.14	1,058.68

Gravity Flume	Capital Charge	Billing Charge	Commodity Charge	Monthly Charge
	\$/Month	\$/Month	\$/Month	\$/Month
3"	366.00	1.34	8.14	375.48
6"	1,342.00	1.34	8.14	1,351.48
9"	3,001.20	1.34	8.14	3,010.68
12"	5,465.60	1.34	8.14	5,475.08

All over 100 cubic feet shall pay the commodity charge above, per 100 cubic feet.
The Storm Water charge will be \$3.00 per ~~propertyEquivalent Residential Unit.~~

Step 5: Effective January 1, 2019

Meter size	Capital Charge	Billing Charge	Commodity Charge	Monthly Charge
	\$/Month	\$/Month	\$/Month	\$/Month
5/8"	5.02	1.38	8.39	14.79
3/4"	7.53	1.38	8.39	17.30
1'	12.55	1.38	8.39	22.32
1-1/2"	25.10	1.38	8.39	34.87
2"	40.16	1.38	8.39	49.93
3"	75.30	1.38	8.39	85.07
4"	125.50	1.38	8.39	135.27
6"	251.00	1.38	8.39	260.77
8"	401.60	1.38	8.39	411.37
10"	577.30	1.38	8.39	587.07
12"	1,079.30	1.38	8.39	1,089.07

Gravity Flume	Capital Charge	Billing Charge	Commodity Charge	Monthly Charge
	\$/Month	\$/Month	\$/Month	\$/Month
3"	376.50	1.38	8.39	386.27
6"	1,380.50	1.38	8.39	1,390.27
9"	3,087.30	1.38	8.39	3,097.07
12"	5,622.40	1.38	8.39	5,632.17

All over 100 cubic feet shall pay the commodity charge above, per 100 cubic feet.
The Storm Water charge will be \$3.00 per ~~propertyEquivalent Residential Unit.~~

Step 6: Effective January 1, 2020

Meter size	Capital Charge	Billing Charge	Commodity Charge	Monthly Charge
	\$/Month	\$/Month	\$/Month	\$/Month
5/8"	5.17	1.42	8.64	15.23

3/4"	7.76	1.42	8.64	17.82
1'	12.93	1.42	8.64	22.99
1-1/2"	25.85	1.42	8.64	35.91
2"	41.36	1.42	8.64	51.42
3"	77.55	1.42	8.64	87.61
4"	129.25	1.42	8.64	139.31
6"	258.50	1.42	8.64	268.56
8"	413.60	1.42	8.64	423.66
10"	594.55	1.42	8.64	604.61
12"	1,111.55	1.42	8.64	1,121.61

Gravity Flume	Capital Charge	Billing Charge	Commodity Charge	Monthly Charge
	\$/Month	\$/Month	\$/Month	\$/Month
3"	387.75	1.42	8.64	397.81
6"	1,421.75	1.42	8.64	1,431.81
9"	3,179.55	1.42	8.64	3,189.61
12"	5,790.40	1.42	8.64	5,800.46

All over 100 cubic feet shall pay the commodity charge above, per 100 cubic feet.
The Storm Water charge will be \$4.00 per ~~property~~Equivalent Residential Unit.

Step 7: Effective January 1, 2021

Meter size	Capital Charge	Billing Charge	Commodity Charge	Monthly Charge
	\$/Month	\$/Month	\$/Month	\$/Month
5/8"	5.33	1.46	8.90	15.69
3/4"	8.00	1.46	8.90	18.36
1'	13.33	1.46	8.90	23.69
1-1/2"	26.65	1.46	8.90	37.01
2"	42.64	1.46	8.90	53.00
3"	79.95	1.46	8.90	90.31
4"	133.25	1.46	8.90	143.61
6"	266.50	1.46	8.90	276.86
8"	426.40	1.46	8.90	436.76
10"	612.95	1.46	8.90	623.31
12"	1,145.95	1.46	8.90	1,156.31

Gravity Flume	Capital Charge	Billing Charge	Commodity Charge	Monthly Charge
	\$/Month	\$/Month	\$/Month	\$/Month
3"	399.75	1.46	8.90	410.11
6"	1,465.75	1.46	8.90	1,476.11
9"	3,277.95	1.46	8.90	3,288.31
12"	5,969.60	1.46	8.90	5,979.96

All over 100 cubic feet shall pay the commodity charge above, per 100 cubic feet.
The Storm Water charge will be \$4.00 per Equivalent Residential Unit.
(Ord. 16-175, Passed 10-24-16).

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. This Ordinance shall be in full force and effect from and after January 1, 2018.

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

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

Passed:



DEPARTMENT OF PUBLIC WORKS

222 Meigs Street
Sandusky, Ohio 44870
419.627.5829
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: November 3, 2017

Subject: Commission Agenda Item – Purchase of Six (6) Water Tight Sealed Gate Container with Bowed Tarp System for the Wastewater Treatment Plant

ITEM FOR CONSIDERATION: Legislation authorizing the purchase of six (6) Water Tight Sealed Gate Containers with Bowed Tarp System for the Wastewater Treatment Plant (WWTP) from Northeast Industrial Mfg., Inc. from Greenville, PA.

BACKGROUND INFORMATION: The City of Sandusky issued a Request for Proposals (RFP) to purchase six (6) Water Tight Sealed Gate Containers with Bowed Tarp System for the Wastewater Treatment Plant to replace the existing five (5) containers purchased over seven (7) years ago and one (1) additional container to help during increased sludge hauling periods.

All of the current containers are used daily for sludge hauling from the Wastewater Treatment Plant to the Erie County Landfill. Over the past year all of the containers have started rotting out and are beyond the point of routine repair. Because the vehicles transverse so many streets on their dumping routes, it is critical that leaks are addressed immediately and tanks are watertight. If not, there are obvious health, safety and environmental concerns that would result from wastewater sludge leaking onto roadways.

On Tuesday, September 21, 2017 three (3) proposals were received for the Water Tight Sealed Gate Container with Bowed Tarp System. However, one proposal was non-responsive as required documents were not submitted with their proposal.

A review committee comprised of the Sewer Plant Superintendent and Engineering Staff reviewed both proposals and determined that Northeast Industrial Mfg., Inc. out of Greenville, PA submitted the lowest and best proposal based on price and delivery of the product would be done before the end of 2017. The new containers will come with a one year product warranty.

BUDGETARY INFORMATION: The cost for the purchase of six (6) Water Tight Sealed Gate Containers with Bowed Tarp System, including all shipping and freight costs will not exceed \$48,344.00 which will be paid with Sewer Funds from the Wastewater Treatment Plant's Operational Budget as it was budgeted for in 2017.

ACTION REQUESTED: It is recommended that proper legislation be prepared to purchase six (6) Water Tight Sealed Gate Containers with Bowed Tarp System from Northeast Industrial Mfg., Inc. out of Greenville, PA 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 ensure delivery before the end of 2017 so payment for the purchase can be made using Sewer funds budgeted in the 2017 WWTP Operational Budget.

I concur with this recommendation:

Eric Wobser
City Manager

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





NORTHEAST INDUSTRIAL MFG. , INC.***** QUOTATION *****640 KEYSTONE ROAD
GREENVILLE PA 16125

Phone / (724) 588-7711 Fax / (724) 588-5657

QUOTATION NO.: 33934
DATE: 11/02/17
TERMS: C.O.D.

QUOTATION TO: 10800

SHIP TO:

CITY OF SANDUSKY DPT OF WATER SVCS
WATER POLLUTION CONTROL PLANT
304 HARRISON STREET
SANDUSKY OH 44870A DEPOSIT IS REQUIRED WITH ORDER IF CREDIT IS NOT
ESTABLISHED. BALANCE IN FULL PRIOR TO
SHIPPING. WE RESERVE THE RIGHT TO CHANGE SPECIFICATIONS.

CL/DJC/CM 6- 1448 HD RECTANGLE - STELLAR 108-14-32

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT-PRICE	TOTAL
	1448 HD RECTANGLE	EA	6	7849.000	47094.00

C&D HOOK LIFT RECTANGULAR SPECS:

*HOOK LIFT: STELLAR 108-14-32; 61 3/4"

*FLOOR: 1/4" THICK WITH 14" CENTERS

*GREASEABLE GROUND ROLLERS: 2 REAR

*MAIN RAILS: 6" X 2" X 1/4" WALL TUBING

*SIDES & SIDE POSTS: 7 GA; 12 GA 4 WAY BEND ON 24" CENTERS

*7GA FRONT

*REAR CORNER POSTS: 3/16" 3 WAY BEND

*TOP RAILS: 3" X 4" X 1/8" WALL TUBING

*TAILGATE: 7 GA - SEALED DUMP STYLE TOP MOUNT HINGES

*DOOR RELEASE AT DRIVER'S SIDE FRONT OF CONTAINER - DUMP RELEASE LEVER WILL
NOT SEAL DOOR

*24" FLAT SPLASH GUARD AT REAR DOOR - 360 DEGREE SEAL ON DOOR

*24" FLAT SPLASH GUARD IN FRONT - ADDITIONAL BOW IN FRONT 12" BACK

*BOW HOLES

*SIDE MOUNT TARP

*FLOOR SUPPORT UNDER TAILGATE: 3" X 4" X 1/8" WALL TUBING

**LATCH SYSTEM TO HAVE DUAL (2) LATCH POINTS EACH SIDE (SIMILAR TO COUNTS'
CONTAINERS)

*CENTER BINDER

*PRIMED AND PAINTED: MEDIUM GREEN

*ALL YARDAGES ARE APPROXIMATE BASED ON INDUSTRY STANDARDS

*UNIT TO BE WATER TESTED TO TOP

F.O.B. OUR LOT GREENVILLE, PA 16125
APPROX. FREIGHT \$625 PER TRUCK LOAD
TO SANDUSKY OH

TOTAL	47,094.00
SALES TAX	.00
FREIGHT	1,250.00
TOTAL QUOTATION	48,344.00

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CL/DJC/CM 6- 1448 HD RECTANGLE - STELLAR 108-14-32

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT-PRICE</u>	<u>TOTAL</u>
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QUOTATION VALID UNTIL 11/17/17

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXPEND FUNDS FOR THE PURCHASE OF SIX (6) WATER TIGHT SEALED GATE CONTAINERS WITH MOUNTED BOWED TARP SYSTEMS FOR THE WASTEWATER TREATMENT PLANT (WWTP) FROM NORTHEAST INDUSTRIAL MFG., INC. OF GREENVILLE, PENNSYLVANIA; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the containers used on a daily basis for hauling sludge from the Wastewater Treatment Plant to the Erie County Landfill are rotting and beyond routine repair and it is critical that these containers are watertight to avoid health, safety, and environmental concerns from any sludge leakage on roadways as the vehicles hauling sludge travel on many streets during their dumping routes; and

WHEREAS, a Request for Proposals (RFP) was issued for Water Tight Sealed Gate Container with Bowed Tarp System in which two (2) appropriate proposals and one (1) non-responsive proposal were received and evaluated by a selection committee and based upon the Proposer's price and delivery, it was determined the proposal from Northeast Industrial Mfg., Inc. of Greenville, Pennsylvania, was the lowest and best; and

WHEREAS, the total cost for the purchase of the six (6) water tight sealed gate containers with mounted bowed tarp systems, including shipping and freight costs, is \$48,344.00 and will be paid with Sewer Funds from the Wastewater Treatment Plant's operational budget; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to ensure delivery in a timely manner and prior to the end of year so payment can be made with funds budgeted for this year; 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 expend funds for the purchase of six (6) Water Tight Sealed Gate Containers with Mounted Bowed Tarp Systems for the Wastewater Treatment Plant (WWTP) from Northeast Industrial Mfg., Inc. of Greenville, Pennsylvania, at an amount **not to exceed** Forty Eight Thousand Three Hundred Forty Four and 00/100 Dollars (\$48,344.00).

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 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: November 13, 2017