



**SANDUSKY CITY COMMISSION
REGULAR SESSION AGENDA
FEBRUARY 12, 2018
CITY HALL, 222 MEIGS STREET**

INVOCATION	N. Twine
PLEDGE OF ALLEGIANCE	
CALL TO ORDER	
ROLL CALL	D. Brady, G. Lockhart, W. Poole, D. Murray, N. Lloyd, N. Twine & D. Waddington
APPROVAL OF MINUTES	January 8, 2018
AUDIENCE PARTICIPATION	
PRESENTATION	Alexander Jones, Ohio Auditor of State's Office Ohio Auditor's Award
PROCLAMATION	United Way of Erie County – 'Give Where You Live' Campaign Months
COMMUNICATIONS	
CURRENT BUSINESS	

REGULAR AGENDA

1. Submitted by Aaron Klein, Director of Public Works

PAYMENT TO ERIE REGIONAL PLANNING COMMISSION FOR U.S. ROUTE 6 CORRIDOR STUDY

Budgetary Information: The total project cost is \$250,000, of which \$200,000 will be paid with funds granted by ODOT to the Erie Regional Planning Commission with the city's cost being \$21,750 to be paid for with capital project funds (Issue 8). Remaining costs are being covered by the following entities: Erie County Regional Planning MPO - \$12,500; City of Huron/Huron Township - \$12,500; and Perkins Township - \$3,250.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to expend funds to Erie Regional Planning Commission in the amount of \$21,750 for the Erie County U.S. 6 Corridor Planning study project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

2. Submitted by Aaron Klein, Director of Public Works

CONSENT TO ODOT FOR COMPLETION OF BRIDGE DECK GRAVITY-FED RESIN REPAIRS

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

RESOLUTION NO. _____: It is requested a resolution be passed adopting the consent legislation submitted by the Director of the Ohio Department of Transportation for their bridge deck gravity-fed resin repairs project, PID No. 94444; authorizing and directing the City Manager to sign the consent legislation and to execute any necessary contracts with the Director of Transportation to complete the project; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the city charter.

3. Submitted by Aaron Klein, Director of Public Works

CONSENT TO ODOT FOR COMPLETION OF GUARDRAIL UPGRADES

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

RESOLUTION NO. _____: It is requested a resolution be passed adopting the consent legislation submitted by the Director of the Ohio Department of Transportation for their guardrail upgrades on U.S. Route 6 and U.S. Route 250 overpass project, PID No. 106418; authorizing and directing the City Manager to sign the consent legislation and to execute any necessary contracts with the Director of Transportation to complete the project; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the city charter.

4. Submitted by Aaron Klein, Director of Public Works

MISCELLANEOUS PURCHASES FROM CORE & MAIN, LP FOR WATER MAIN REPAIRS

Budgetary Information: The budgeted cost for Core & Main LP, as approved in the operating & maintenance and capital budgets is based on historic annual repairs in the field totaling \$525,000. This year's allocations are for hydrants (\$75,000), miscellaneous materials (\$100,000) and meters (\$350,000) to be split with sewer maintenance) and will be paid with water funds in the amount of \$350,000 and sewer funds in the amount of \$175,000. A portion has already been spent for recent water main breaks to purchase materials via the temporary appropriations. Purchases exceeding this amount from Core & Main, LP would require approval from the City Commission.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to expend funds to Core & Main, LP, of Ashland, Ohio, for the purchase of materials and parts for in-house water main repairs; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

5. Submitted by Aaron Klein, Director of Public Works

CONTRACT EXTENSION WITH BROWNING FERRIS INDUSTRIES DBA REPUBLIC SERVICES FOR 2018 YARD WASTE COLLECTION SERVICES

Budgetary Information: Based on service for a one day per week pickup at \$10.80 per customer per month and a contract for nine months, the estimated amount for 2018 yard waste collection service is \$62,694 based on last year’s figures of 645 customers. This amount is subject to change due to additions and deletions of customers to the program. The cost of the service will be charged back to the customers in addition to a charge of \$.50 per customer, per month, for administrative costs.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a one year contract extension with Browning-Ferris Industries of Ohio, Inc., dba Republic Services of Sandusky Ohio, for yard waste collection service in calendar year 2018 which is available for the period of April 1, 2018 through December 31, 2018; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

6. Submitted by Jane Cullen, Project Engineer

CONTRACT AWARD TO ABC PIPING CO. FOR VENICE ROAD PUMP STATION IMPROVEMENTS PROJECT

Budgetary Information: The estimated cost of the project based on bids, including engineering, inspection, advertising and miscellaneous costs is \$1,045,507.10 and will be paid with sewer funds.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a contract with ABC Piping Co., of Brooklyn Heights, Ohio, for the Venice Road pump station improvements project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

7. Submitted by Todd Gibson, Properties & Facilities Superintendent

PURCHASE OF CRANE AND DUMP BODY FROM KALIDA TRUCKING

Budgetary Information: The total cost for the purchase is \$50,000 and will be paid with capital projects funds. The project was made possible through Issue 8 funds.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to expend the funds for the purchase and installation of a Ferrari 551R-A3 crane and Galion stainless steel dump body from Kalida Truck Equipment, Inc., of Walbridge, Ohio, for the Division of Forestry; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

8. Submitted by Rick Wilcox, Fire Chief

PURCHASE OF TURNOUT GEAR FROM WARREN FIRE EQUIPMENT, INC. FOR FIRE DEPARTMENT

Budgetary Information: The total amount of this expenditure is \$15,155 with each set costing \$3,031. This purchase will be paid with monies from the EMS fund.

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

9. Submitted by Rick Wilcox, Fire Chief

PURCHASE OF LUCAS CHEST COMPRESSION SYSTEM FROM PHYSIO-CONTROL, INC.

Budgetary Information: The total amount for the Lucas 3.0 chest compression system purchase is \$15,451 through the Ohio cooperative purchasing program, State of Ohio schedule Contract No. 800252. The funds for this purchase will be paid out of the EMS account.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to purchase one Lucas 3.0 chest compression system from Physio Control, Inc. of Redmond, Washington, through the State of Ohio, Department of Administrative Services cooperative purchasing program; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

10. Submitted by Victoria Schaefer, Recreation Superintendent & Jason Werling, Recreation Program Supervisor

RATIFICATION OF GRANT APPLICATION TO ODNR FOR NON-MOTORED BOATING ACCESS PROJECT

Budgetary Information: The estimated cost of the project is \$179,173 of which \$88,750 will initially be paid with city funds and then reimbursed through the grant program and the remaining balance of \$90,423 will be paid with a collaboration of funds from the city, Paddle & Climb and Adaptive Adventures. A requirement of the grant is that the city provide at least a fifty percent match.

RESOLUTION NO. _____ : It is requested a resolution be passed approving and ratifying the submission of a grant application to the Ohio Department of Natural Resources, Office of Coastal Management for financial assistance through the FY 2019 Coastal Management Assistance grant program for the paddle Sandusky: Improving Non-motored boating access project for the Recreation Department; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the city charter.

11. Submitted by Tim Bergeman, Transit Administrator

DISPOSAL OF VEHICLES NO LONGER IN SERVICE FOR SANDUSKY TRANSIT SYSTEM

Budgetary Information: Proceeds from the sale of the items will go to the rural transit fund as non-transportation revenue which will be matching funds for the rural transit grant.

ORDINANCE NO. _____ : It is requested an ordinance be passed authorizing and directing the City Manager to dispose of buses 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.

12. Submitted by Angela Byington, Planning Director

PURCHASE OF TWO TRANSIT VEHICLES FROM BUS SERVICE, INC.

Budgetary Information: The impact to the transportation capital replacement fund will be \$35,420 and will occur when the fund balance exceeds the proposed expenditure.

ORDINANCE NO. _____ : It is requested an ordinance be passed authorizing and directing the City Manager to purchase one light transit vehicle from Bus Service Inc., of Canal Winchester, Ohio, and one light transit low floor vehicle from American Bus and Accessories, Inc., of Cincinnati, Ohio, through the State of Ohio Department of Transportation cooperative purchasing program for the Sandusky Transit System; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

13. Submitted by Matt Lasko, Chief Development Officer

DEMOLITION & ASBESTOS ABATEMENT AT 3704 VENICE ROAD

Budgetary Information: The total estimated cost for this project including advertising and miscellaneous expenses is anticipated to exceed \$10,000. After receipt and review of bids, staff will present to the City Commission in the future with a recommendation to enter into a contract with the firm that provided the lowest and best bid for the demolition and asbestos abatement. The proposed funding source for the demolition and asbestos abatement is the EMS fund.

RESOLUTION NO. _____ : It is requested a resolution be passed declaring the necessity for the city to proceed with the proposed demolition and asbestos abatement of 3704 Venice Road project; 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.

14. Submitted by Matt Lasko, Chief Development Officer

LEASE AGREEMENT WITH PEERLESS STOVE & MANUFACTURING COMPANY

Budgetary Information: The city shall receive monthly rental payments of \$1,050.60 from lessee due on the first day of each month during the entire term of the lease. All revenues are to be deposited into the sewer fund.

ORDINANCE NO. _____ : It is requested an ordinance be passed authorizing and directing the City Manager to enter into a lease agreement with Peerless Stove and Manufacturing Co., for the building and land located at 334 Harrison Street, Sandusky, Ohio; 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, February 12 at 8:30 a.m.

Tuesday, February 13 at 5 p.m.

Monday, February 19 at 8:30 p.m.

YouTube: https://www.youtube.com/channel/UCBxZ482ZeTTixa_Rm16YWtQ

PROCLAMATION

WHEREAS, the mission of United Way of Erie County is to improve lives and strengthen the community by fighting for the health, education and financial stability of every person in the City of Sandusky and Erie County; and

WHEREAS, its vision is to create positive and lasting change by helping children succeed in school, promoting family financial stability, improving people's health and advancing the common good by creating opportunities for a better life; and

WHEREAS, United Way of Erie County Board of Directors, President-CEO and staff provide leadership, energy, guidance, encouragement and hands-on labor to our community through financial support aimed at improving the quality of life around us; and

WHEREAS, it takes every part of the community: individuals, businesses and organizations to supply the passion, expertise and resources needed to create lasting change in order to improve lives and build stronger communities; and

WHEREAS, United Way of Erie County, for 95 years, has invested financial support back into local agencies and programs from their fundraising campaigns; and

WHEREAS, locally-funded agencies encourage others to improve the quality of life through civic, health and human service organizations avoiding duplicated efforts; and

WHEREAS, in the most simple terms, when you LIVE UNITED and make a community investment of your time and 'Give From the Heart' financially, our community is a better place where more people live with hope and opportunity.

NOW THEREFORE, BE IT RESOLVED, I, Dennis E. Murray Jr., President of the Sandusky City Commission, do hereby proclaim the months of February and March, 2018:

United Way of Erie County 'Give Where You Live' Campaign Months

and hereby urge all citizens to express their appreciation to community non-profits through a generous donation to the United Way of Erie County.

Dated this 12th day of February, 2018.

Dennis E. Murray, Jr. - President
Sandusky City Commission



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: January 25, 2018

Subject: Commission Agenda Item – Payment to Erie Regional Planning Commission (ERPC) for City Portion of US Route 6 Corridor Study

ITEM FOR CONSIDERATION: Legislation authorizing payment to Erie Regional Planning Commission (ERPC) for the City's portion of the US Route 6 Corridor Study.

BACKGROUND INFORMATION: In 2016, the City of Sandusky submitted an application to the ERPC Metropolitan Planning Organization (MPO) for a planning study that would result in a comprehensive plan and recommendation for the Cleveland Road corridor between the Sports Force facility and Sycamore Line, including Butler Street. The multifaceted approach included traffic studies based on future demands, multiuse paths or cycling facilities for the entire length, public involvement including environmental justice groups, proposing future uses of Butler Street, reevaluation of current traffic patterns, environmental and historical evaluations, sidewalks, signalization upgrades and potential widening if appropriate. The process would follow ODOT planning guidelines which include some limited preliminary design.

During the application process, the City and ERPC attempted to coordinate a joint application with other jurisdictions on US-6 between Rye Beach Road and Sycamore Line but only received interest from Perkins Township and the City of Huron. Therefore, the original MPO application by the City was for \$250,000: \$200,000 MPO grant, \$42,500 City of Sandusky and \$7,500 Perkins Township. Since the MPO committees had detailed discussion about whether the limited funding received by the MPO should be used for planning versus construction so it was tabled.

Meanwhile, ERPC applied to ODOT for a planning grant that would allow the project to include Rye Beach Road and US-6 from Rye Beach Road to Sports Force. The grant was awarded to ERPC and the City withdrew its application.

Through the standard Request for Qualifications, shortlisting, and interview process run by ERPC, TranSystems Corporation of Ohio was the selected consultant. City staff, who have served a key stakeholder role throughout the process, have confirmed that the attached scope of work includes all of the original components of our original MPO application and is in support of this project. Because the original split was based on linear mileage, the City's contribution to the project has been reduced from \$42,500 to \$21,750 for the contract between Erie County, who will manage the project, and Transystems.

The consultant will begin interviews in February and will perform traffic counts throughout the year. Final recommendations should be delivered within 12 months of the notice to proceed.

BUDGETARY INFORMATION: Total project cost is \$250,000.00, of which \$200,000.00 will be paid with funds granted by ODOT to ERPC, with the City's cost being \$21,750.00 which will be paid for with Capital Project Funds (Issue 8). Remaining costs are being covered by the following entities, Erie County Regional Planning MPO \$12,500, City of Huron/Huron Township \$12,500, and Perkins Township \$3,250.

ACTION REQUESTED: It is recommended that legislation authorizing payment to Erie Regional Planning Commission for the City's portion of the US Route 6 Corridor Study in an amount not to exceed \$21,750.00 be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to make payment within thirty days of the invoice date of January 22, 2018.

I concur with this recommendation:

Eric Wobser
City Manager

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

300

RESOLUTION NO. 18-16

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ERIE COUNTY, OHIO, FOR THE PURPOSE OF ENTERING INTO AN AGREEMENT WITH TRANSYSTEMS CORPORATION OF OHIO

The Board of County Commissioners of Erie County, Ohio, met this 11th day of January, 2017, in regular session with the following members present:

Patrick J. Shenigo and Mathew R. Old.

Mr. Old 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 TranSystems Corporation of Ohio, 55 Public Square, Suite 1900, Cleveland, Ohio 44113, for the purpose of providing professional services related to the U.S. Route 6 Corridor Planning Study for the Erie County Regional Planning Department, 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. Shenigo 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. Old, Aye; Mr. Shenigo, Aye; Mr. Monaghan, Absent


Adopted: January 11, 2018

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 #213.


Clerk
Board of County Commissioners
of Erie County, Ohio

Approved by County Administrator


Peter S. Daniel

Req. #51766

AUDITOR'S CERTIFICATE

I hereby certify that the sum of **\$250,000.00**, being the amount needed to meet the obligations of the foregoing Agreement with **TRANSYSTEMS CORPORATION OF OHIO**, is in the county treasury to the credit of an appropriate fund duly appropriated for such purpose and not otherwise encumbered or in the process of collection.

73521-8665-530000
REGIONAL PLANNING

RESO. NO: _____

CONTRACT NO: 18-01052

P.O. NUMBER: 20180262

Date: 1/5/18

Richard H. Jeffrey 1018
Richard H. Jeffrey
County Auditor

Reviewed by:

Approved As to Content:

Edward A. Widman 1/8/18
Edward A. Widman
Director of Finance

SE Bial
Elected Official/Department Head



Dave Yost
Ohio Auditor of State

LT

Office of Auditor of State
88 East Broad Street
Post Office Box 1140
Columbus, OH 43216-1140

Auditor of State - Unresolved Findings for Recovery Certified Search

(614) 466-4514
(800) 282-0370

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

Contractor's Information:

Name: ,

Organization: **TRANSYSTEMS CORPORATION OF OHIO**

Date: **12/22/2017 3:32:54 PM**

This search produced the following list of 9 possible matches:

Name/Organization	Address
Academy Transport, Inc.,	3897 E. 155th Street
Chaney Cement Contractors,	4500 Timber Ridge Dr.
Great Lakes Contracting,	55 Buckingham Road
R.L. Thomas Transportation Incorporated,	3155 Chelsea Road
S & P Transportation,	13308 Euclid Ave., Suite 203
Secor Gardens Academy c/o North Central Ohio Educational Service Center,	928 West Market Street, Suite A
Ohio Township Association Risk Management Authorit	154 Vine Street
Strawther, Emma Jean	3200 Orangeburg Court
Thomas Transportation,	1118 Carver Ave.

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 this _____ day of _____, 2018, by and between TranSystems Corporation of Ohio, 55 Public Square, Suite 1900, Cleveland, Ohio 44113, hereafter called the "Consultant" and the Board of Commissioners, Erie County, Ohio hereinafter called "Contracting Authority".

Witnesseth, that the Consultant and Contracting Authority, for the considerations stated herein, mutually agree as follows:

CONSULTANT SERVICE REQUIREMENTS

The Consultant shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and service set for in the Request for Transportation Planning Services and Proposed Scope of Services for the project; namely, ERIE COUNTY US 6 CORRIDOR PLANNING STUDY in accordance with the contract documents as prepared by the Erie County Finance Department.

SCOPE OF SERVICES

- A. When authorized by the Contracting Authority, in writing, the Consultant shall perform the scope of services, which are outlined in the Request for Transportation Planning Services and the Proposed Scope of Services.
- B. In addition to the services outlined in the Request for Transportation Planning Services and the Proposed Scope of Services, Contracting Authority may request and authorize other services related to the project and, if the Contracting Authority and the Consultant agree on the terms and conditions of such other services, then the Consultant shall provide for the performance of any other services related to the project, as authorized.

STANDARD OF CARE

In providing services under this contract, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar circumstances at the same time and in the same or similar locality. The Consultant makes no warranty, express or implied, as to its professional services rendered under this contract.

SERVICES TO BE FURNISHED BY THE CONTRACTING AUTHORITY

- A. Provide all existing records, documents, permits, correspondence and any data required for use on the project including record drawings, mapping, etc. associated with the project area.
- B. Provide the Consultant staff access (consent), and assistance if needed, to enter upon public and private property as required for the performance of the work.
- C. The cost of furnishing the services as indicated under A and B immediately above shall be borne by the Contracting Authority as a cost separate and apart from the fees paid to the Consultant under the terms of this contract, except as may be otherwise noted.

COSTS

The Contracting Authority will pay the Consultant as stipulated in the proposal for the respective items of work completed based on a Cost Plus Fixed Fee amount not to exceed \$250,000.00 (Two Hundred Fifty Thousand Dollars), subject to additions and deductions.

MONTHLY INVOICES

Unless otherwise provided in this Agreement, Consultant shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. The monthly statements shall be submitted no later than the tenth (10th) day of the following month. The statements will be based upon the total services actually completed and Reimbursable Expenses incurred at the time of billing. If Contracting Authority objects to any statement submitted, Contracting Authority shall so advise Consultant in writing giving reasons therefor. Contracting Authority shall make prompt monthly payments in response to Consultant's monthly statements.

TERM

The services to be provided by the Consultant shall commence upon the execution of this contract. The Consultant agrees to complete all work per the requirements outlined in the Request for Transportation Planning Services and Proposed Scope of Services on or before December 31, 2018. This date shall be equitably adjusted as the project progresses, allowing for changes in scope, character or size of the project requested by the Contracting Authority, or for delays or other causes beyond the Consultant's reasonable control.

INDEMNITY

The Consultant shall indemnify and hold harmless the Contracting Authority and their employees, from and against damage or loss to person or property to the extent caused by the negligent acts or omissions of Consultant in the performance of this contract or those for whom Consultant is legally liable. Consultant shall not be obligated to indemnify the Contracting Authority in any manner whatsoever for the Contracting Authority's own negligence or for the negligence of others for whom the Consultant is not legally liable.

TERMINATION

In the event the Contracting Authority or the Consultant desires to terminate this Agreement, it will be effective ninety (90) days after notification by the party desiring to terminate. The Consultant shall be permitted to complete all started projects and design work in process; all other services shall cease at the end of the ninety (90) days. The Consultant shall return to the Contracting Authority all maps, drawings, and other County records.

INSURANCE REQUIREMENTS

The Consultant agrees to meet applicable insurance requirements, and workers' compensation requirements, as required by the Ohio Revised Code.

NO THIRD PARTY BENEFICIARIES

Nothing contained in this contract shall create a contractual relationship with or a cause of action in favor of a third party against either the Contracting Authority or the Consultant. The Consultant's services under this contract are being performed solely for the Contracting Authority's benefit, and no other party or entity shall have any claim against the Consultant because of this contract or the performance or nonperformance of services hereunder.

COUNTERPARTS

This contract may be executed in two or more counterparts, each of which shall be considered an original and can 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:

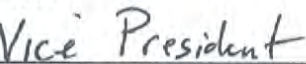
- a. This Contract
- b. Request for Transportation Planning Services
- c. Signed copy of Consultant's Proposed Scope of Services
- d. Contract Limitations Certificate

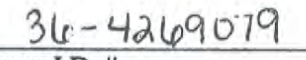
These documents constitute the entire contract between the parties and its provisions shall be construed in accordance with the laws of the State of Ohio. This contract, together with other documents listed above, forms the contract between the parties hereto. In the event that any provision in any component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

SIGNED AND ACKNOWLEDGED IN THE PRESENCE OF:

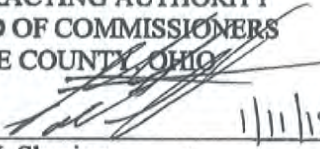
CONSULTANT: TRANSYSTEMS
CORPORATION OF OHIO


Signature

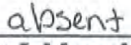

Title


Taxpayer I.D. #

CONTRACTING AUTHORITY
BOARD OF COMMISSIONERS
OF ERIE COUNTY, OHIO


Patrick J. Shenigo


Mathew R. Old


William J. Monaghan

Approved as to Form:


Asst. Prosecuting Attorney

Approved as to Content:


Elected or Appointed Official

CONTRACT LIMITATION CERTIFICATE

I, Allen C Biehl, on behalf of **TRANSYSTEMS**

(name of representative of vendor), do hereby acknowledge that the maximum amount of **CORPORATION OF OHIO** monetary obligation of Erie County, Ohio, i.e., Board of County Commissioners of Erie County, Ohio, under the hereinbefore attached contract or agreement is **\$250,000.00** 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 **TRANSYSTEMS CORPORATION OF OHIO** for any monetary obligations under this contract or agreement above the maximum amount of **\$250,000.00**, UNLESS expenditures are approved by the Board.

Allen C Biehl

Representative of Vendor

Sworn to before me and subscribed in my presence this 22nd day of December, 2017.

Erika Ciszczonek

(Notary Public)



APPROVED AS TO CONTENT

[Signature]

(Appointed or Elected Official)



CERTIFICATE OF LIABILITY INSURANCE

10/1/2018

DATE (MM/DD/YYYY)

12/18/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
INSURED 7979 TRANSSYSTEMS CORPORATION OF OHIO 55 PUBLIC SQUARE, SUITE 1900 CLEVELAND OH 44113-1901	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Continental Casualty Company		20443
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES **CERTIFICATE NUMBER:** 15108323 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A			NOT APPLICABLE			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	PROFESSIONAL LIABILITY	N	N	AEH591904307	10/1/2017	10/1/2018	\$1,000,000 EACH CLAIM & IN ANNUAL AGGREGATE FOR ALL PROJECTS.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: P402170077 - US 6 CORRIDOR PLANNING STUDY

CERTIFICATE HOLDER**CANCELLATION**

15108323
BOARD OF COMMISSIONERS
ERIE COUNTY, OHIO
2900 COLUMBUS AVENUE
SANDUSKY OH 44870

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

10/1/2018

DATE (MM/DD/YYYY)

12/18/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:		
INSURED 4723 TRANSYSTEMS CORPORATION OF OHIO 55 PUBLIC SQUARE, SUITE 1900 CLEVELAND OH 44113-1901		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Zurich American Insurance Company		16535
		INSURER B : Westchester Fire Insurance Company		10030
		INSURER C :		
		INSURER D :		
		INSURER E :		
		INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 15108326 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SEVERABILITY <input checked="" type="checkbox"/> CLAUSE GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	GLO3707153	10/1/2017	10/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	BAP3707150	10/1/2017	10/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	G27512987004	10/1/2017	10/1/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC3707154	10/1/2017	10/1/2018	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: P402170077 - US 6 CORRIDOR PLANNING STUDY

CERTIFICATE HOLDER**CANCELLATION**

15108326
BOARD OF COMMISSIONERS
ERIE COUNTY, OHIO
2900 COLUMBUS AVENUE
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SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



**Bureau of Workers'
Compensation**

30 W. Spring St.
Columbus, OH 43215

Certificate of Ohio Workers' Compensation

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit www.bwc.ohio.gov, or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer
1224896-0

Period specified below
**07/01/2017 through
06/30/2018**

**TRANSYSTEMS CORPORATION
TRANSYSTEMS CORPORATION CONSULTANTS
2400 PERSHING RD STE 400
KANSAS CITY, MO 64108-2504**



www.bwc.ohio.gov
Issued by:


Administrator/CEO

You can reproduce this certificate as needed.



Ohio Bureau of Workers' Compensation

Required Posting

Effective Oct. 13, 2004, Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.



**Bureau of Workers'
Compensation**

You must post this language with the Certificate of Ohio Workers' Compensation



TranSystems

55 Public Square
Suite 1900
Cleveland, OH 44113
Tel 216 861 1780
Fax 216 861 1028

www.transystems.com

December 8, 2017

Mr. Steve Poggiali
Attn: Carrie Whitaker
Erie County Regional Planning Commission
2900 Columbus Avenue
Sandusky, Ohio 44870

**RE: ERI-US6 Corridor Planning Study
TranSystems' Proposed Scope of Services and Fee Proposal**

Dear Mr. Poggiali,

On behalf of TranSystems, I would like to once again thank you for the opportunity to work with the Erie County Regional Planning Commission (ERPC) on the ERI-US6 Corridor Feasibility Study. Attached please find our proposed scope of work and fee proposal including the ODOT task list and fee spreadsheet. Upon authorization, TranSystems will prepare a milestone project schedule for review and acceptance by ERPC.

Should anyone at ERPC have any comments or questions on the enclosed information, please reach out to me directly at (440) 346-5189. I look forward to hearing from you and commencing work on this important corridor study.

Sincerely,

A handwritten signature in blue ink, appearing to read "Allen C. Biehl".

Allen C. Biehl, PE
Vice President

TABLE OF CONTENTS	PAGE
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Project Schedule	20
 Appendix A – Scope of Services	
Appendix B – Subconsultant Proposal	

PROPOSAL COST SUMMARY

DETAILED BREAKDOWN OF PROPOSED TOTAL HOURS, PERSONNEL
CATEGORIES, AND LABOR RATES

County Route and
Section: ERI-6
Agreement No.:
PID:
PDP Path Used: Path 3
CONSULTANT: TranSystems

Proposal
Date: 12/7/2017
Revised
Date:

PROJECT
DESCRIPTION: US 6 Corridor Planning Study

HOURLY RATES

Proj Exec/Proj Mgr	\$87.00
Engineer 4/Planner 4	\$82.00
Engineer 3	\$47.50
Engineer 2	\$42.50
Engineer 1	\$28.50
Scientist 4	\$60.00
Scientist 2	\$28.00
Scientist 3/Planner 2	\$35.00
Administrative	\$26.00

Average
Overhead
Rate = 152.83% (Net Fee Calc.)
Overhead Percentage = 148.60%
Net Fee Percentage = 11.00%
Cost of Money = 0.14%

Task #	Task Description	No.	Hourly Rate	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Subcon Costs	Net Fee	Total Cost
	BASIC SERVICES										
	1 Planning Phase										
	1.1 Project Start Up										
1.1.C	Internal Meeting with Project Sponsor and ODOT staff		\$83.15	13	\$1,081	\$1,686	\$2	\$156		\$181	\$3,146
1.1	Subtotal		\$83.15	13	\$1,081	\$1,686	\$2	\$156	\$0	\$181	\$3,146
	1.2 Project Initiation Package										
1.2.A	Define Study Area and Logical Termini		\$89.80	8	\$718	\$1,111	\$0	\$0		\$82	\$817
1.2.B	Conduct Field Review (walk through)		\$83.67	12	\$1,004	\$1,492	\$1	\$0		\$179	\$1,777
1.2.C	Identify Discipline Specific Issues for Project Initiation Package										
1.2.C.A	Identify Design Issues		\$44.88	36	\$1,294	\$3,275	\$3	\$50		\$613	\$6,145
1.2.C.B	Identify Geotechnical Issues		\$42.50	8	\$340	\$505	\$0	\$0		\$95	\$540
1.2.C.C	Section 106 Request for Review		\$46.14	14	\$646	\$835	\$1	\$0		\$156	\$1,584
1.2.C.D	Identify Ecological Resources		\$38.67	3	\$116	\$172	\$0	\$0		\$32	\$321
1.2.C.E	Identify Utility Issues		\$35.50	20	\$710	\$1,055	\$1	\$0		\$197	\$1,964
1.2.D	Project Initiation Package Preparation and Submittal		\$86.82	19	\$1,650	\$1,596	\$2	\$0		\$298	\$2,970
1.2.F	Concept, Scope and Budget Estimates		\$40.57	23	\$933	\$1,386	\$1	\$0		\$259	\$1,590
1.2	Subtotal		\$47.83	154	\$7,242	\$10,742	\$10	\$50	\$0	\$2,614	\$20,678
	1.3 Existing Data, Research and Analysis										
1.3.A	Transportation and Land Use Plans		\$36.48	27	\$1,029	\$1,544	\$1	\$0		\$289	\$2,873
1.3.B	Crash Analysis		\$48.20	92	\$3,952	\$5,873	\$6	\$0		\$1,899	\$10,923
1.3.C	Turning Movement Counts										
1.3.C.A	Turning Movement Counts at Intersections - No Build		\$82.80	2	\$164	\$244	\$0	\$0	\$23,473	\$46	\$23,937
1.3.C.B	Tube counts at intersections and ramps - No Build		\$82.80	2	\$164	\$244	\$0	\$0	\$4,652	\$46	\$5,106
1.3.D	Planning Level Traffic - No Build Condition		\$47.74	78	\$3,734	\$5,534	\$3	\$0		\$1,030	\$10,299
1.3.E	Certified Traffic - No Build Condition		\$49.88	15	\$747	\$1,119	\$1	\$0		\$188	\$1,964
1.3.F	Capacity Analysis - Existing Conditions		\$49.21	160	\$7,876	\$11,764	\$11	\$0		\$2,190	\$21,781
1.3.G	Develop Purpose & Need		\$44.40	30	\$1,332	\$1,979	\$2	\$0		\$379	\$3,384
1.3	Subtotal		\$47.97	304	\$13,396	\$20,234	\$27	\$0	\$28,125	\$5,264	\$88,061
	1.4 Stakeholder Involvement and PIP										
1.4.A	Public Involvement Plan		\$47.60	21	\$997	\$1,467	\$1	\$0		\$274	\$1,739
1.4	Subtotal		\$47.60	21	\$997	\$1,467	\$1	\$0	\$0	\$274	\$1,739
	1.5 Project Management for Planning Phase										
1.5.A	Meetings		\$84.00	30	\$2,520	\$3,745	\$4	\$150		\$761	\$7,419
1.5.B	General Oversight		\$77.50	32	\$2,480	\$3,685	\$3	\$0	\$689	\$899	\$7,547
1.5	Subtotal		\$80.65	62	\$5,000	\$7,430	\$7	\$150	\$689	\$1,391	\$14,967
	SUBTOTAL PLANNING PHASE		\$51.50	546	\$23,388	\$38,899	\$47	\$450	\$28,814	\$8,263	\$131,979

2	Preliminary Engineering Phase										
2.1	Develop Preliminary Alternatives										
2.1.A	Feasibility Study Development										
2.1.A.A	Planning Level Traffic for Feasible Alternatives		\$48.14	11	\$674	\$1,002	\$1	\$0		\$187	\$1,864
2.1.A.B	Capacity Analysis for Alternatives		\$90.09	95	\$4,759	\$7,872	\$7	\$0		\$1,324	\$12,141
2.1.A.E	Preliminary Alignment and Profile		\$43.90	187	\$8,191	\$12,172	\$11	\$0		\$2,278	\$12,652
2.1.A.H	Mapping		\$42.50	16	\$680	\$1,810	\$1	\$0		\$189	\$1,881
2.1.A.I	Prepare Feasibility Study		\$45.11	150	\$6,766	\$19,054	\$9	\$25		\$1,882	\$18,736
2.1	Subtotal		\$45.61	462	\$21,070	\$31,318	\$29	\$25	\$0	\$5,660	\$38,294
2.2	Perform Environmental Field Studies										
2.2.D	Environmental Site Assessment Screening		\$37.00	80	\$2,960	\$4,299	\$4	\$100		\$823	\$8,366
2.2.E	Social and Economic Resources		\$51.67	12	\$620	\$921	\$1	\$0		\$172	\$1,718
2.2.F	4(f) determinations		\$36.92	50	\$1,846	\$2,743	\$3	\$0		\$513	\$5,105
2.2.G	Stakeholder Public Involvement		\$83.88	16	\$1,342	\$1,994	\$2	\$300		\$273	\$4,811
2.2	Subtotal		\$43.84	158	\$6,768	\$10,957	\$9	\$500	\$0	\$1,882	\$19,217
2.3	AER Design										
2.3.A	Field Survey and Aerial Mapping										
2.3.A.F	Establish property lines, tax id, & ownerships on base map		\$35.70	4	\$142	\$211	\$0	\$0		\$39	\$193
2.3.E	Signals										
2.3.E.A	Signal Warrant Analysis		\$51.87	30	\$1,532	\$2,277	\$2	\$0		\$426	\$4,237
2.3	Subtotal		\$87.57	34	\$1,674	\$2,488	\$2	\$0	\$0	\$465	\$4,629
2.4	Prepare Cost Estimates										
2.4.A	Roadway/Interchange Costs		\$35.50	12	\$1,136	\$1,688	\$2	\$0		\$316	\$3,142
2.4.B	Right of Way Costs		\$33.75	12	\$1,080	\$1,605	\$2	\$0		\$380	\$2,987
2.4.C	Utility		\$24.10	20	\$682	\$1,013	\$1	\$0		\$190	\$1,886
2.4	Subtotal		\$34.50	34	\$2,898	\$4,306	\$4	\$0	\$0	\$886	\$8,014
2.6	Coordination Point										
2.6.A	Public Involvement meeting - Attendance		\$84.00	20	\$1,680	\$2,496	\$2	\$300		\$467	\$4,946
2.6.B	Public Involvement - Preparation of Handouts, comment sheets and sign-in sheets		\$33.18	34	\$1,128	\$1,676	\$2	\$380		\$314	\$3,369
2.6.C	Public Involvement transcript/Meeting Minutes		\$21.50	18	\$368	\$844	\$1	\$0		\$158	\$1,571
2.6.D	Preparation of Exhibits		\$38.58	28	\$1,466	\$2,178	\$2	\$100		\$408	\$4,254
2.6	Subtotal		\$84.82	100	\$4,642	\$7,195	\$7	\$780	\$0	\$1,347	\$16,141
	SUBTOTAL PRELIMINARY ENGINEERING PHASE		\$43.93	686	\$37,232	\$58,356	\$32	\$1,275	\$0	\$10,360	\$104,296
	TOTAL - BASIC SERVICES										\$225,874
	IF AUTHORIZED TASKS										
1.3.H	Traffic Analysis at Interchange		\$54.48	160	\$8,717	\$12,953	\$12	\$18		\$1,424	\$14,136
	Subtotal of If-Authorized Tasks		\$54.48	160	\$8,717	\$12,953	\$12	\$18	\$0	\$1,424	\$14,136
	GRAND TOTAL		\$47.93	1654	\$79,277	\$117,806	\$111	\$1,544	\$28,214	\$21,848	\$281,886

**DETAILED BREAKDOWN OF PROPOSED TOTAL HOURS,
PERSONNEL CATEGORIES, AND LABOR RATES**

County Route and Section: ERI-6
 Agreement No.:
 PID:
 PDP Path Used: Path 3
 CONSULTANT: TranSystems

Proposal Date: 12/7/2017
 Revised Date:

PROJECT DESCRIPTION: US 6 Corridor Planning Study

HOURLY RATES

Proj Exec/Proj Mgr \$87.00
 Engineer 4/Planner 4 \$82.00
 Engineer 3 \$47.50
 Engineer 2 \$42.50
 Engineer 1 \$28.50
 Scientist 4 \$60.00
 Scientist 2 \$28.00
 Scientist 3/Planner 2 \$35.00
 Administrative \$26.00

Average Overhead Rate = 152.83% (Net Fee Calc.)
 Overhead Percentage = 148.60%
 Net Fee Percentage = 11.00%
 Cost of Money = 0.14%

Task #	Task Description	No.	Hourly Rate	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Subcon Costs	Net Fee	Total Cost
	BASIC SERVICES										
1	<i>Planning Phase</i>										
1.1	Project Start Up										
1.1	Subtotal		\$83.15	13	\$1,081	\$1,696	\$2	\$150	\$0	\$301	\$3,140
1.2	Project Initiation Package										
1.2	Subtotal		\$47.03	154	\$7,242	\$10,762	\$10	\$50	\$0	\$2,014	\$20,078
1.3	Existing Data, Research and Analysis										
1.3	Subtotal		\$47.97	396	\$18,998	\$28,231	\$17	\$0	\$28,125	\$5,284	\$80,664
1.4	Stakeholder Involvement and PIP										
1.4	Subtotal		\$47.00	21	\$987	\$1,467	\$1	\$0	\$0	\$274	\$2,730
1.5	Project Management for Planning Phase										
1.5	Subtotal		\$80.65	62	\$5,000	\$7,430	\$7	\$450	\$689	\$1,391	\$14,967
	SUBTOTAL PLANNING PHASE		\$51.56	646	\$33,308	\$49,496	\$47	\$650	\$28,814	\$9,263	\$121,578
2	<i>Preliminary Engineering Phase</i>										
2.1	Develop Preliminary Alternatives										
2.1	Subtotal		\$45.61	462	\$21,070	\$31,310	\$29	\$25	\$0	\$5,860	\$58,294
2.2	Perform Environmental Field Studies										
2.2	Subtotal		\$42.84	158	\$6,768	\$10,057	\$9	\$500	\$0	\$1,882	\$19,217
2.3	AER Design										
2.3	Subtotal		\$49.24	34	\$1,674	\$2,488	\$2	\$0	\$0	\$466	\$4,629
2.4	Prepare Cost Estimates										
2.4	Subtotal		\$34.50	84	\$2,898	\$4,306	\$4	\$0	\$0	\$806	\$8,014
2.5	AER Submittal and Other Studies										
2.5	Subtotal		#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2.6	Coordination Point										
2.6	Subtotal		\$44.02	110	\$4,842	\$7,195	\$7	\$750	\$0	\$1,347	\$14,141
2.7	Stage 1 Design										
2.7	Subtotal		#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2.8	Project Management for Preliminary Engineering Phase										
2.8	Subtotal		#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	SUBTOTAL PRELIMINARY ENGINEERING PHASE		\$43.93	848	\$37,252	\$55,356	\$52	\$1,275	\$0	\$10,300	\$104,296
3	<i>Environmental Engineering Phase</i>										
3.1	Environmental Field Studies and Refined Impacts										
3.1	Subtotal		#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

3.2	Stage 1 Value Engineering										
3.2	Subtotal	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.3	Stage 2										
3.3	Subtotal	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.4	Right of Way Plans										
3.4	Subtotal	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.5	Prepare Environmental Document										
3.5	Subtotal	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.6	Environmental Commitments and Plan Notes										
3.6	Subtotal	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.7	Final Mitigation Plans Coordination										
3.7	Subtotal	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.8	Prepare Cost Estimates and Revise Milestone										
3.8	Subtotal	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.9	Project Management for Environmental Engineering Phase										
3.9	Subtotal	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	SUBTOTAL ENVIRONMENTAL ENGINEERING PHASE	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
4	Final Engineering and R/W Phase										
4.1	Right of Way Acquisition										
4.1	Subtotal	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
4.2	Stage 3 Detailed Design Plans										
4.2	Subtotal	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
4.3	Prepare Cost Estimates and Revise Milestone										
4.3	Subtotal	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
4.4	Final Plan Package										
4.4	Subtotal	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
4.5	Project Management for Final Engineering and Right of Way Phase										
4.5	Subtotal	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
4.6	Pre-Bid Activities										
4.6	Subtotal	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	SUBTOTAL FINAL ENGINEERING AND R/W PHASE	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
5	Construction Phase										
5.1	On-going services during Construction										
	SUBTOTAL CONSTRUCTION PHASE	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	TOTAL - BASIC SERVICES										\$225,874
	IF AUTHORIZED TASKS										
	Subtotal of IF-Authorized Tasks		\$54.48	160	\$8,717	\$12,953	\$12	\$19	\$0	\$2,424	\$24,126
	GRAND TOTAL		\$47.93	1654	\$79,277	\$117,806	\$111	\$1,944	\$28,814	\$22,048	\$250,000

PROPOSED LABOR RATES

DETAILED BREAKDOWN OF PROPOSED TOTAL HOURS, PERSONNEL

AND LABOR RATES

County Route and Section:	ERI-6
Agreement No.:	
PID:	
PDP Path Used:	Path 3
CONSULTANT:	TransSystems

Proposal Date:	12/7/2017
Revised Date:	

PROJECT DESCRIPTION: US 6 Corridor Planning Study

HOURLY RATES

Proj Exec/Proj Mgr	\$87.00
Engineer 4/Planner 4	\$82.00
Engineer 3	\$47.50
Engineer 2	\$42.50
Engineer 1	\$28.50
Scientist 4	\$60.00
Scientist 2	\$28.00
Scientist 3/Planner 2	\$35.00
Administrative	\$26.00

Task #	Task Description	Proj Exec/Proj Mgr	Engineer 4/Planner 4	Engineer 3	Engineer 2	Engineer 1	Scientist 4	Scientist 2	Scientist 3/Planner 2	Administrative	Overall Total Hours	Labor Costs
	BASIC SERVICES											
	1 Planning Phase											
	1.1 Project Start Up											
1.1.C	Internal Meeting with Project Sponsor and ODOT staff	3	10								13	\$1,091
1.1 Subtotal		3	10	0	0	0	0	0	0	0	13	\$1,091
	1.2 Project Initiation Package											
1.2.A	Define Study Area and Logical Termini	1	1				1		2		5	\$299
1.2.B	Conduct Field Review (walk through)	4	8								12	\$1,004
1.2.C	Identify Discipline Specific Issues for Project Initiation Package											
1.2.C.A	Identify Design Issues		2		48						50	\$2,284
1.2.C.B	Identify Geotechnical Issues				8						8	\$340
1.2.C.C	Section 106 Request for Review		1				1		12		14	\$562
1.2.C.D	Identify Ecological Resources						1	2			3	\$116
1.2.C.E	Identify Utility Issues				10	10					20	\$710
1.2.D	Project Initiation Package Preparation and Submittal		8				3	6	2		19	\$1,074
1.2.F	Concept, Scope and Budget Estimates	1	2		8	12					23	\$933
1.2 Subtotal		6	22	0	74	22	6	8	16	0	154	\$7,242
	1.3 Existing Data, Research and Analysis											
1.3.A	Transportation and Land Use Plans	1	2			8			16		27	\$1,039
1.3.B	Crash Analysis		6	64					12		82	\$3,952
1.3.C	Turning Movement Counts											
1.3.C.A	Turning Movement Counts at Intersections - No Build		2								2	\$164
1.3.C.B	Tube counts at intersections and ramps - No Build		2								2	\$164
1.3.D	Planning Level Traffic - No Build Condition		2	72					4		78	\$3,724
1.3.E	Certified Traffic - No Build Condition		1	14							15	\$747
1.3.F	Capacity Analysis - Existing Conditions		8	152							160	\$7,876
1.3.G	Develop Purpose & Need		6						24		30	\$1,332
1.3 Subtotal		1	29	302	0	8	0	0	56	0	396	\$18,998
	1.4 Stakeholder Involvement and PIP											
1.4.A	Public Involvement Plan	1					8		12		21	\$987
1.4 Subtotal		1	0	0	0	0	8	0	12	0	21	\$987
	1.5 Project Management for Planning Phase											
1.5.A	Meetings	12	18								30	\$2,320
1.5.B	General Oversight	16	12							4	32	\$2,480
1.5 Subtotal		28	30	0	0	0	0	0	0	4	62	\$5,000
	SUBTOTAL PLANNING PHASE	39	91	302	74	30	14	8	84	4	646	\$33,398
	2 Preliminary Engineering Phase											
	2.1 Develop Preliminary Alternatives											
2.1.A	Feasibility Study Development											
2.1.A.A	Planning Level Traffic for Feasible Alternatives		2		12						14	\$674
2.1.A.B	Capacity Analysis for Alternatives	1	6	88							95	\$4,759
2.1.A.E	Preliminary Alignment and Profile	1	2	24	160						167	\$8,191

2.1.A.H	Mapping				16					16	\$680
2.1.A.I	Prepare Feasibility Study	2	12	28	68		4	16	20	150	\$6,760
2.1	Subtotal	4	22	100	256	0	4	16	20	0	\$21,070
2.2	Perform Environmental Field Studies										
2.2.D	Environmental Site Assessment Screening						20	46	12	2	\$2,960
2.2.E	Social and Economic Resources						8		4		\$620
2.2.F	4(f) determinations						12	24	10	4	\$1,840
2.2.G	Stakeholder Public Involvement	6	10								\$1,342
2.2	Subtotal	6	10	0	0	0	40	70	26	6	\$6,768
2.3	AER Design										
2.3.A	Field Survey and Aerial Mapping										
2.3.A.F	Establish property lines, tax id, & ownerships on base map				2	2				4	\$142
2.3.E	Signals										
2.3.E.A	Signal Warrant Analysis	4	2		24					30	\$1,532
2.3	Subtotal	4	2	0	26	2	0	0	0	34	\$1,674
2.4	Prepare Cost Estimates										
2.4.A	Roadway/Interchange Costs				16	16				32	\$1,136
2.4.B	Right of Way Costs				12	20				32	\$1,080
2.4.C	Utility				8	12				20	\$692
2.4	Subtotal	0	0	0	36	48	0	0	0	84	\$2,898
2.6	Coordination Point										
2.6.A	Public Involvement meeting - Attendance	8	12							20	\$1,680
2.6.B	Public Involvement - Preparation of Handouts, comment sheets and sign-in sheets						2	16	16	34	\$1,128
2.6.C	Public Involvement transcript/Meeting Minutes						2	16		18	\$568
2.6.D	Preparation of Exhibits	2	2				2	16	16	38	\$1,466
2.6	Subtotal	10	14	0	0	0	6	48	32	110	\$4,842
	SUBTOTAL PRELIMINARY ENGINEERING PHASE	24	48	100	318	50	50	134	78	6	\$37,252
	TOTAL - BASIC SERVICES										\$70,560
	IF AUTHORIZED TASKS										
1.3.H	Traffic Analysis at Interchange	14	38	39	41	24				4	\$8,717
	Subtotal of If-Authorized Tasks	14	38	39	41	24	0	0	0	4	\$8,717
	GRAND TOTAL	77	177	481	633	104	64	142	162	14	\$79,277

Overhead	148.60%
Cost of Money	0.14%
Backup previously submitted to ODOT	

PROPOSED OVERHEAD AND COST OF MONEY RATES

NON-LABOR DIRECT COST SUMMARY

NON-LABOR DIRECT COST SUMMARY

County Route and Section: ERI-6
 Agreement No.:
 PID:
 PDP Path Used: Path 3
 CONSULTANT: TranSystems

Proposal Date: 12/7/2017
 Revised Date:

PROJECT DESCRIPTION: US 6 Corridor Planning Study

Task #	Task Description	Repro	Mileage	Mailing	Lodging	Meals	Misc.	N/A	N/A	Total
	BASIC SERVICES									
	I Planning Phase									
1.1	Project Start Up									
1.1.C	Internal Meeting with Project Sponsor and ODOT staff		\$150							\$150
1.1	Subtotal	\$0	\$150	\$0	\$0	\$0	\$0	\$0	\$0	\$150
1.2	Project Initiation Package									
1.2.A	Define Study Area and Logical Termini									\$0
1.2.B	Conduct Field Review (walk through)									\$0
1.2.C	Identify Discipline Specific Issues for Project Initiation Package									
1.2.C.A	Identify Design Issues		\$50							\$50
1.2.C.B	Identify Geotechnical Issues									\$0
1.2.C.C	Section 106 Request for Review									\$0
1.2.C.D	Identify Ecological Resources									\$0
1.2.C.E	Identify Utility Issues									\$0
1.2.C.F	ITS Project Determination									\$0
1.2.D	Project Initiation Package Preparation and Submittal									\$0
1.2.F	Concept, Scope and Budget Estimates									\$0
1.2	Subtotal	\$0	\$50	\$0	\$0	\$0	\$0	\$0	\$0	\$50
1.3	Existing Data, Research and Analysis									
1.3.A	Transportation and Land Use Plans									\$0
1.3.B	Crash Analysis									\$0
1.3.C	Turning Movement Counts									
1.3.C.A	Turning Movement Counts at Intersections - No Build									\$0
1.3.C.B	Tube counts at intersections and ramps - No Build									\$0
1.3.D	Planning Level Traffic - No Build Condition									\$0
1.3.E	Certified Traffic - No Build Condition									\$0
1.3.F	Capacity Analysis - Existing Conditions									\$0
1.3.G	Develop Purpose & Need									\$0
1.3	Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1.4	Stakeholder Involvement and PIP									
1.4.A	Public Involvement Plan									\$0
1.4	Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1.5	Project Management for Planning Phase									
1.5.A	Meetings		\$450							\$450
1.5.B	General Oversight									\$0
1.5	Subtotal	\$0	\$450	\$0	\$0	\$0	\$0	\$0	\$0	\$450
	SUBTOTAL PLANNING PHASE	\$0	\$650	\$0	\$0	\$0	\$0	\$0	\$0	\$650
2	Preliminary Engineering Phase									
2.1	Develop Preliminary Alternatives									
2.1.A	Feasibility Study Development									

2.1.A.A	Planning Level Traffic for Feasible Alternatives									\$0
2.1.A.B	Capacity Analysis for Alternatives									\$0
2.1.A.E	Preliminary Alignment and Profile									\$0
2.1.A.H	Mapping									\$0
2.1.A.I	Prepare Feasibility Study			\$25						\$25
2.1	Subtotal	\$0	\$0	\$25	\$0	\$0	\$0	\$0	\$0	\$25
2.2	Perform Environmental Field Studies									
2.2.D	Environmental Site Assessment Screening		\$200							\$200
2.2.E	Social and Economic Resources									\$0
2.2.F	4(f) determinations									\$0
2.2.G	Stakeholder Public Involvement		\$300							\$300
2.2	Subtotal	\$0	\$500	\$0	\$0	\$0	\$0	\$0	\$0	\$500
2.3	AER Design									
2.3.A	Field Survey and Aerial Mapping									
2.3.A.F	Establish property lines, tax id, & ownerships on base map									\$0
2.3.E	Signals									
2.3.E.A	Signal Warrant Analysis									\$0
2.3	Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2.4	Prepare Cost Estimates									
2.4.A	Roadway/Interchange Costs									\$0
2.4.B	Right of Way Costs									\$0
2.4.C	Utility									\$0
2.4	Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2.6	Coordination Point									
2.6.A	Public Involvement meeting - Attendance		\$300							\$300
2.6.B	Public Involvement - Preparation of Handouts, comment sheets and sign-in sheets	\$100		\$150						\$250
2.6.C	Public Involvement transcript/Meeting Minutes									\$0
2.6.D	Preparation of Exhibits	\$200								\$200
2.6	Subtotal	\$300	\$300	\$150	\$0	\$0	\$0	\$0	\$0	\$750
	SUBTOTAL PRELIMINARY ENGINEERING PHASE	\$300	\$800	\$175	\$0	\$0	\$0	\$0	\$0	\$1,275
	TOTAL - BASIC SERVICES									\$1,925
	IF AUTHORIZED TASKS									
1.3.H	Traffic Analysis at Interchange			\$19						\$19
	Subtotal of If-Authorized Tasks	\$0	\$0	\$19	\$0	\$0	\$0	\$0	\$0	\$19
	GRAND TOTAL	\$300	\$1,450	\$194	\$0	\$0	\$0	\$0	\$0	\$1,944

PROJECT TASK LIST

Task #	Task	Task Needed - Path #3	Consultant	ODOT	If Authorized	Mod #	Project Specific Comments
1 Planning Phase							
1.1 Project Start Up							
1.1.C	Internal Meeting with Project Sponsor and ODOT staff	Yes	X				
1.2 Project Initiation Package							
1.2.A	Define Study Area and Logical Termini	Yes	X				
1.2.B	Conduct Field Review (walk through)	Yes	X				
1.2.C	Identify Discipline Specific Issues for Project Initiation Package						
1.2.C.A	Identify Design Issues	Yes	X				
1.2.C.B	Identify Geotechnical Issues	Yes	X				
1.2.C.C	Section 106 Request for Review	Yes	X				
1.2.C.D	Identify Ecological Resources	Yes	X				
1.2.C.E	Identify Utility Issues	Yes	X				
1.2.D	Project Initiation Package Preparation and Submittal	Yes	X				
1.2.F	Concept, Scope and Budget Estimates	Yes	X				
1.3 Existing Data, Research and Analysis							
1.3.A	Transportation and Land Use Plans	No	X				INCLUDES TRANSIT AND PEDESTRIAN/BIKEWAY
1.3.B	Crash Analysis	Likely	X				
1.3.C	Turning Movement Counts						
1.3.C.A	Turning Movement Counts at Intersections - No Build	Yes	X				
1.3.C.B	Tube counts at intersections and ramps - No Build	Yes	X				
1.3.D	Planning Level Traffic - No Build Condition	Yes	X				
1.3.E	Certified Traffic - No Build Condition	Yes	X				
1.3.F	Capacity Analysis - Existing Conditions	Yes	X				
1.3.G	Develop Purpose & Need	Yes	X				
1.3.H	Traffic Analysis at Interchange	Likely	X		X		IF AUTHORIZED TASK: Work associated with the Rt 2/Rye Beach interchange has been incorporated into the basic services rather than separated out as additional services. This if authorized task will be reserved for further sub-alternative analysis should the alternatives evaluation process, which includes three options, result in the need for additional study of a variation (i.e., sub-alternative) of one of the primary alternatives. This could involve further spot study at an intersection or along a short section of the US 6 corridor.
1.4 Stakeholder Involvement and PIP							

Task #	Task	Task Needed - Path #3	Consultant	ODOT	If Authorized	Mod #	Project Specific Comments
1.4.A	Public Involvement Plan	Yes	X				
1.5	Project Management for Planning Phase						
1.5.A	Meetings	Yes	X				
1.5.B	General Oversight	Yes	X				
2	Preliminary Engineering Phase						
2.1	Develop Preliminary Alternatives						
2.1.A	Feasibility Study Development						
2.1.A.A	Planning Level Traffic for Feasible Alternatives	Yes	X				
2.1.A.B	Capacity Analysis for Alternatives	Yes	X				
2.1.A.E	Preliminary Alignment and Profile	Yes	X				
2.1.A.H	Mapping	Yes	X				
2.1.A.I	Prepare Feasibility Study	Yes	X				
2.2	Perform Environmental Field Studies						
2.2.D	Environmental Site Assessment Screening	Yes	X				
2.2.E	Social and Economic Resources	Yes	X				
2.2.F 4(f)	determinations	Yes	X				
2.2.G	Stakeholder Public Involvement	Yes	X				
2.3	AER Design						
2.3.A	Field Survey and Aerial Mapping						
2.3.A.F	Establish property lines, tax id, & ownerships on base map	Yes	X				
2.3.E	Signals						
2.3.E.A	Signal Warrant Analysis	Yes	X				
2.4	Prepare Cost Estimates						
2.4.A	Roadway/Interchange Costs	Yes	X				
2.4.B	Right of Way Costs	Yes	X				
2.4.C	Utility	Yes	X				
2.6	Coordination Point						
2.6.A	Public Involvement meeting - Attendance	Yes	X				

Task #	Task	Task Needed - Path #3	Consultant	ODOT	If Authorized	Met #	Project Specific Comments
2.6.B	Public Involvement - Preparation of Handouts, comment sheets and sign-in sheets	Yes	X				
2.6.C	Public Involvement transcript/Meeting Minutes	Yes	X				
2.6.D	Preparation of Exhibits	Yes	X				

LISTING OF SUBCONSULTANTS
Smart Services

PROJECT SCHEDULE
(To be prepared following authorization)

APPENDIX A – SCOPE OF SERVICES

Following are the scope of work items from the ODOT PDP Task List for the US 6 Corridor Planning Study in Erie County, Ohio. The project is anticipated to follow a 12-month schedule with work commencing in late 2017/early 2018 and traffic counts to be performed in late May and/or early June to better capture traffic associated with this tourist-oriented area. In addition to data collection and field activities, a series of project meetings are planned for the purposes of providing progress updates to ERPC and other agencies as well as meeting with and soliciting input from project stakeholders and the general public.

It should also be noted that TranSystems has incorporated the SR 2/Rye Beach Road interchange area in Huron into the basic services portion of the scope, rather than separate out as an “if authorized” task, which will improve the efficiency of these tasks. This work therefore captures the data collection, analysis, environmental and technical studies associated with evaluating the section of Rye Beach Road in Huron from US 6 to the NS Railroad crossing, including the two SR 2 interchange ramp intersections. The if authorized portion of the contract has been reserved for further alternatives evaluation as described at the end of the task list below.

BASIC SERVICES

1 Planning Phase

1.1 Project Start-up

1.1.C Internal Meeting with Project Sponsor and ODOT staff

Consultant will attend one kick-off meeting at the Erie Regional Planning Commission (ERPC) office with the appropriate agencies. Consultant will prepare meeting minutes and distribute minutes to all attendees. TranSystems will be represented by the Project Manager along with up to two discipline leaders.

1.2 Project Initiation Package

1.2.A Define Study Area and Logical Termini

The purpose of this task is to define and confirm the study limits for the project, along US 6 and its intersecting roadways.

1.2.B Conduct Field Review (walk through)

Consultant will inventory transportation geometric features, deficiencies, facilities and possible fatal flaws along the corridor. Photos to be taken at all important locations. During the field review, the consultant will note obvious environmental and engineering issues that may be areas of concern as the project progresses including locations that will entail additional study, coordination, design, right-of-way, or construction cost. TranSystems will be represented by approximately three individuals to address the various disciplines associated with this project.

1.2.C Identify Discipline Specific Issues for Project Initiation Package

1.2.C.A Identify Design Issues

Consultant will inventory roadway deficiencies in the project area for possible fatal flaws and effects on future traffic increases. “Roadway deficiencies” include sight distance problems, lane widths, shoulder widths, or horizontal curvature which does not meet current ODOT Location and Design Manual Standards. Field measurements will be performed at various

locations throughout the project area. As part of the field investigation, notations will be made regarding obstructions within the clear zone and a detailed signing inventory completed.

Existing Conditions Diagrams will be prepared which summarize available lane and shoulder width information as well as document the existing signage and traffic control throughout the study corridor.

Professional Traffic Operation Engineers will review the existing pavement markings and signage along the corridor to ensure compliance with ODOT and OMUTCD standards. If changes are needed to be in compliance with the current standards, these recommendations will be included within the feasibility study report.

1.2.C.B Identify Geotechnical Issues

Issues to be identified based on record plans, field review and other available literature search findings. No geotechnical borings will be conducted as part of this scope.

1.2.C.C Section 106 Request for Review

Issues to be identified based on field review and other available literature search findings. Submit request to ODOT for review and recommendation on future level of effort.

1.2.C.D Identify Ecological Resources

Issues to be identified based on field review and other available literature search findings.

1.2.C.E Identify Utility Issues

Issues to be identified based on field review, contacting utility companies for record plans, and other available literature search findings.

1.2.D Project Initiation Package Preparation and Submittal

Consultant will compile Geographic Information Systems (GIS) mapping for the study area utilizing available data to include existing transportation facilities, land use, general socio economic information, and related conditions such as utilities, rail lines, environmental, and geological features. Maps will be developed to the scale and level of detail to allow for update and refining during the various phases in the Plan Development Process (PDP). Base mapping will identify the study area, logical termini and the extent and limits of alternatives.

1.2.F Concept, Scope and Budget Estimates

As part of the PIP deliverable, information regarding the scope of the project and initiation information regarding conceptual costs will be discussed and coordinated with ERPC and/or ODOT District 3 for inclusion.

1.3 Existing Data, Research and Analysis

1.3.A Transportation and Land Use Plans

Consultant will gather existing transportation and land use plan data from ERPC, ODOT District 3, the Erie County Engineers Office, the City of Sandusky, Perkins Township, Huron Township, and the City of Huron to take into consideration planned and recently completed roadway improvements.

In the case where previous or existing studies have been conducted consultant will review the work and summarize the conclusions and recommended solutions from those studies. A review of the available information will be completed to determine what the existing studies can bring to this project. This will aid in determining what data will need to be collected as original research and help to develop a thorough understanding of the existing travel patterns and system performance. The review will also identify transportation solutions that have been identified for the area in the past. This analysis will help to define the problems facing the study area.

Pedestrian and Bikeways

Consultant will review the project area for pedestrian and bikeway problem areas and possible safety and connectivity improvements. Consultant to include available bicycle and pedestrian plans as source documents for this evaluation.

Transit

Consultant will identify and include all current and proposed transit facilities in the project area into the plan through GIS data and coordination with the local transit provider.

1.3.B Crash Analysis

Consultant to review crash history of the study area for the last three crash years (currently 2014- 2016). This includes the creation of collision diagrams, evaluation of potential countermeasures, appropriate crash calculations utilizing the ODOT GCAT and CAM Tool as well as complete Rate of Return Calculations. As part of the crash analysis, access management will be evaluated based upon operational issues and historical crash locations.

1.3.C Turning Movement Counts at Intersections

1.3.C.A Turning Movement Counts at Intersections - No Build

Consultant to obtain turning movement counts on an average weekday (Tuesday-Thursday) but not necessarily the same day in late Spring/early Summer to capture the tourist season. Count locations will include each of the signalized intersections and up to six additional major driveway and/or unsignalized intersection locations. It should be noted that not every intersecting roadway will be counted as part of the data collection program due to the sheer number of locations along this 6-mile corridor. Based on discussion with ERPC and ODOT District 3, turning movement counts will generally be performed for a period of 4 hours in AM and 4 hours in the PM in accordance with ODOT's guidelines for the development of certified traffic. Classification of vehicles (Cars and Trucks) will be performed. Bicyclists and pedestrians also to be counted. Longer duration counts will also be needed for the evaluation of signal warrants as defined in Task 2.3.E.A. Ideally 12-hour counts would be gathered for signal warrant purposes, but 8-hour counts supplemented by existing counts and planning level traffic including Average Daily Traffic projections will be utilized as supporting information. **See also scope of work from subconsultant SSI.**

1.3.C.B Tube counts at intersections and ramps - No Build

Using Tube Counts and/or Radar, consultant to obtain twenty-four hour volume, classification, and speed data counts in the study area during late Spring/early Summer. Data for all 24 hours

will be taken on a typical weekday (Tuesday-Thursday) and will also be supplemented with weekend counts taken on approximately two different weekends for comparison purposes. The objective of weekend and weekday counts is to quantify the variances in traffic demand and to validate the foundational data used for purposes of performing capacity analyses. It is assumed that the 24-hour counts will be performed at approximately five locations along the 6-mile study corridor during each of the data collection periods, weekday and multiple weekends. **See also scope of work from subconsultant SSI.**

1.3.D Planning Level Traffic – No Build Condition

Consultant will use count data collected to develop planning level traffic per ODOT's Certified Traffic Design Manual. Consultant will work with ERPC to determine a growth rate in order to grow existing year traffic to Opening Year and Design Year traffic.

1.3.E Certified Traffic - No Build Condition

Consultant to prepare certified traffic application package and submit to ODOT Central Office through ODOT District 3. Package to include Existing Year, Opening Year and Design Year traffic volume plates and certified traffic application. This will allow for future studies and projects to move forward without delay. Traffic projections will be based on application of ERPC growth rate to existing baseline traffic counts. Travel demand modeling is not included in this scope of work.

1.3.F Capacity Analysis

The capacity analysis will identify capacity deficiencies along the corridor. Consultant will perform HCS and/or Synchro capacity analysis of intersections under No Build Conditions for the Existing Year, Opening Year, and Design Year; where No Build represents current conditions. Analyses will be prepared for each of signalized intersection and other major driveways or unsignalized locations of primary interest. HCS will be the basis of determining intersection level of service (i.e., operational results). Synchro will be used where necessary to supplement HCS or support the need for visual aids during the public involvement process.

1.3.G Develop Purpose and Need

Consultant to develop a Purpose and Need (P&N) statement based on the technical studies, analyses, stakeholder discussions, logical termini determination, and the Existing and Future Conditions Analysis (as applicable). The P&N statement will be detailed enough to qualitatively and quantitatively define the transportation problems and establish the need for the potential project. The statement will evolve throughout the project's development and will provide screening criteria against which future alternatives can be developed, evaluated, and eliminated.

1.4 Stakeholder Involvement and Public Involvement Plan

1.4.A Public Involvement Plan

Consultant will prepare a Public Involvement Plan (PIP) that will describe the approach to incorporate stakeholders into the Project Development Process (PDP). It will:

- Define and describe the public involvement activities and publications for each phase of the PDP

- Define the strategy to gather information, ideas and opinions from stakeholders Explain how the ideas will be incorporated into the PDP decision-making process
- Identify the actions and approaches to inform stakeholders about the issues being studied Identify responsibilities for managing and implementing public involvement, and
- Clarify the mechanisms for implementing the PIP during the PDP.

The PIP will be developed early in the PDP and project stakeholders will be involved in how it is refined.

1.5 Project Management for Planning Phase

1.5.A Meetings

In addition to the kick-off meeting with ERPC and appropriate agencies (see Task 1.1.C), consultant to attend two additional project meetings during study development. Also, consultant to give final presentation to the Erie County Commissioners and to the MPO Policy Committee upon plan completion. At each meeting Consultant to provide a meeting agenda, prepare meeting minutes, and distribute minutes to all attendees. Typically two representatives of TranSystems will attend these meetings.

1.5.B General Oversight

Consultant will provide general oversight and project management during plan development in conjunction with meetings conducted. Consultant will update the project schedule as needed and consider issues that may change the project scope, schedule and budget. Consultant will communicate all issues to the stakeholders and ERPC management. Day to day project management and administration activities will be performed to guide the project through the requirements. Activities include:

- Provide project schedule and update as needed.
- Tracking and managing the project budget and tasks.
- Maintaining project files.
- Coordination with ERPC staff and internal team members including subconsultant(s).
- Processing invoices.
- Submitting monthly progress reports to ERPC.
- Monitoring the quality of the work and deliverables for each task.

2 Preliminary Engineering Phase

2.1 Develop Preliminary Alternatives

2.1.A Feasibility Study Development

2.1.A.A Planning Level Traffic for Feasible Alternatives

Consultant will use count data collected to develop planning level traffic for feasible alternatives per ODOT's Certified Traffic Design Manual. Consultant should work with ERPC to determine a growth rate in order to grow existing year traffic to Opening Year and Design Year traffic. This task is intended solely for modification to the traffic generated in Task 1.3.D, as necessary, to reflect changes associated with the build condition.

2.1.A.B Capacity Analysis for Alternatives

The capacity analysis will address capacity deficiencies along the corridor in conjunction with the feasible alternatives. Consultant will perform HCS and/or Synchro (see also Task 1.3.F) capacity analysis of intersections for Build Conditions for the Opening Year and Design Year; where Build Conditions represent improvements needed to achieve required Level of Service for operations. Analyses will be prepared for each of signalized intersection and other major driveways or unsignalized locations of primary interest, as applicable and where sufficient traffic data exists. As part of the build condition analyses, we will also evaluate the justification for continuing reversible lanes over other geometric solutions.

2.1.A.E Preliminary Alignment and Profile

Consultant to develop up to three feasible alternatives for improvements. Horizontal alignments of feasible alternatives will be developed to minimize right of way and environmental impacts, and to ensure adherence to geometric design criteria. These alternatives will be developed at a conceptual level, sometimes referred to as “crayon” drawings. Since topographic survey is not part of the project scope, vertical profiles will not be developed as part of the feasibility study, but will need to be checked as a future part of project development, perhaps at a later time as a task in the Alternatives Evaluation Report.

2.1.A.H Mapping

Consultant to provide an overlay of conceptual design and environmental issues within the proposed corridor utilizing available orthographic imagery and GIS data from the Erie County auditor.

2.1.A.I Prepare Feasibility Study Report

The concept design and environmental issues include the following:

- Proposed alignments
- Proposed corridor widths
- Proposed bridge structure locations
- Proposed interchange locations
- Proposed and existing bicycle and pedestrian facilities
- Existing and proposed right of way
- Railroads
- Side roads
- Major above-ground utilities
- Existing residential and commercial structures
- Environmental concerns such as cemeteries, wetlands, historic properties, and parks.

Provide planning level cost estimates for improvements associated with each alternative (include ROW, Utilities – See Task 2.4). Impacts on ROW, Local Access, Local Travel Patterns, and Consistency with local plans should be assessed and a prioritization schedule should be developed.

Consultant will create a Feasibility Study and will submit a draft report for review and comment to ERPC and ODOT District 3. Consultant will provide one round of review and comment, and Consultant will address comments and submit a final report. The report will be

reviewed and all comments addressed prior to one electronic copy and six hard copies being submitted to ERPC and two hard copies to ODOT District 3.

2.2 Perform Environmental Field Studies

2.2.D Environmental Site Assessment Screening

Complete ESA screening for sites within the feasible alternatives to identify properties to be studied further in a Phase I ESA. Gathering and reviewing regulatory databases, as well as present and historic land use, information for each site is the primary focus in an ESA Screening. All properties within the project study area are screened at this level. Document the results of the survey on ODOT's Environmental Site Assessment Screening Checklists and compile into an ESA Screening Report, prepared in accordance with ODOT's ESA Guidelines.

2.2.E Social and Economic Resources

Develop baseline conditions for the environmental justice (EJ) analysis within the study area using census data sets or MPO data providing information at the most detailed geographic level available to identify disadvantaged and low-income populations. Conduct a windshield survey to help in identifying populations within the area. Provide appropriate documentation and display the locations of any identified populations on a map of the study area. Also map the break point at which areas fall above or below the average for the study area to indicate special areas of consideration when analyzing the effects on the project.

2.2.F 4(f) determinations

Conduct research to identify potential Section 4(f) and 6(f) resources associated with the proposed corridors/alignments. Preliminary determinations shall include all possible cultural resources and recreational eligible facilities. Include all appropriate information to allow ODOT-OES to make an applicability determination. Summarize the results of the preliminary Section 4(f) and 6(f) determinations.

2.2.G Stakeholder Public Involvement

Time for two meetings with the stakeholder group has been included. The meetings generally will be held on a separate day in advance of each public involvement meeting. Typically two representatives of TranSystems will be in attendance.

As the project progresses through Preliminary Engineering, information from the Public Involvement Plan will be used to gain insight on conceptual/preferred alternatives as the Feasibility Study is developed and shared with the public and coordinated with agencies. The public often provides comments for avoiding environmental and design issues that may pose a problem for future project development. A slightly increased level of engagement with the stakeholder group is intended to help in understanding project constraints and issues which may guide in the alternatives development phase of project development.

2.3 AER Design**2.3.A Field Survey and Aerial Mapping****2.3.A.F Establish property lines, tax id, & ownerships on base map**

Field survey is not included in the scope and aerial survey is not available from ODOT. Therefore, base mapping information for the feasibility study will be acquired from County Auditor/County Engineer sources and will largely be GIS-based.

2.3.E Signals**2.3.E.A Signal Warrant Analysis**

Consultant to review the operations of traffic signal system through field observation and interview of the applicable jurisdictional engineer and/or appropriate staff. The review will determine procedures in place to synchronize signal operations, periodically or cyclically update signal timings, maintain signal equipment including detection loops, and otherwise optimize the system to achieve the most efficient traffic movement possible. Signal warrants to be evaluated to verify that the existing traffic signals are warranted or determine if traffic signals are warranted based upon current and opening year conditions. Intersections which do not warrant signalization to be further evaluated for the need for auxiliary turn lanes utilizing warrant charts for unsignalized intersections in both opening and design year. Signal warrants will be performed in accordance with ODOT's TEM and the OMUTCD. 8 hours of counts are being gathered to support this task, along with the use of Average Daily Traffic projects and other available counts along the corridor. The focus of the warrant analyses will be on the volume-based warrants.

2.4 Prepare Cost Estimates**2.4.A Roadway/Interchange Costs**

A planning level cost estimate for roadway improvements will be developed based on the anticipated impacts associated with the option(s) identified as feasible alternatives for inclusion in the feasibility study. ODOT's Cost Estimator software may be used for purposes of developing the planning level costs.

2.4.B Right of Way Costs

A planning level cost estimate for right of way acquisition will be developed based on the anticipated impacts associated with the option(s) identified as feasible alternatives for inclusion in the feasibility study. This will most likely be represented at the parcel level.

2.4.C Utility

A planning level cost estimate for public utility relocations will be developed based on the anticipated impacts associated with the option(s) identified as feasible alternatives for inclusion in the feasibility study.

2.6 Coordination Point**2.6.A Public Involvement meeting - Attendance**

Consultant will develop a comprehensive database of all potential and confirmed stakeholders in the project area. The database to be submitted to ERPC in electronic format. Associated with this task Consultant to attend two Stakeholder Meetings (see Task 2.2.G) and two Public Involvement Meetings; one set of each held prior to the development of purpose and need and

feasible alternatives, and the other likely to be held after feasible alternatives are developed. The Stakeholder meetings in particular will utilize a breakout format (charrette) where discussions will be led at different tables for the various municipalities since their specific interests vary widely along the corridor (see also Task 2.2.G). TranSystems anticipates sending two representatives to each meeting.

2.6.B Public Involvement - Preparation of Handouts, comment sheets and sign-in sheets

Consultant to prepare/print handouts, comment sheets, and sign-in sheets for the Public meeting, including media advisory, fact sheet, brief handout of the study and preliminary findings, and PowerPoint presentation.

2.6.C Public Involvement transcript/Meeting Minutes

Consultant to record and document proceedings of the stakeholder and public involvement meetings, including minutes, an analysis and summary comments received, and a consensus will be presented to ERPC.

2.6.D Preparation of Exhibits

All exhibits for display at the Public meetings will be prepared by the consultant.

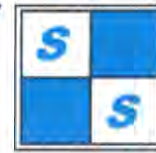
ADDITIONAL “IF AUTHORIZED” SERVICES

1.3.H Traffic Analysis at Interchange

This if authorized task will be reserved for further sub-alternative analysis should the alternatives evaluation process, which includes three options, result in the need for additional study of a variation (i.e., sub-alternative) of one of the primary alternatives. This could involve further spot study at an intersection or along a short section of the US 6 corridor.

Extra services for the extraction of additional traffic count data from the video recorders as defined in the scope of work from our subconsultant, SSI, would require a modification to the contract and would be billed at the hourly rates prescribed in SSI's proposal. Traffic counts within the prescribed time periods in the BASIC SERVICES section above are included in the BASIC SERVICES portion of the scope and fee.

APPENDIX B – SUBCONSULTANT PROPOSALS



December 6, 2017

Mr. Aaron G. Grilliot PE PTOE
TranSystems Corporation
400 West Nationwide Blvd, Suite 225
Columbus, OH 43215

Re: **Proposal – US 6 Corridor Planning Study Counts**
Erie County, Ohio

Smart Services, Inc. (SSI) is pleased to present this proposal to conduct traffic count services for the project referenced above. This proposal describes our understanding of the project, outlines our approach and presents our fee for the services.

PROJECT UNDERSTANDING/SCOPE OF SERVICES

Turning Movement Counts at Intersections - No Build (1.3.C.A)

Smart Services will obtain turning movement counts on an average weekday (Tuesday-Thursday) but not necessarily the same day in late Spring/early Summer to capture the tourist season. Turning movement counts are needed for a period of eight hours.

The counts will be conducted utilizing Miovision cameras. In addition to the average weekday hours that are to be processed, **an attempt will be made to capture video for 24 hours on the average weekday and 48 additional hours on a Friday, Saturday, or Sunday in case it is needed in the future.** Any resets may need to be performed on a Tuesday, so weekend recording would not be provided for these resets. All successfully captured video will be provided. Processing of any additional video is an "If Authorized" item. **Vehicles will be classified by Passenger Cars, Trucks and Bicycles on road. Pedestrians and bicycles in the crosswalk area will also be counted.** It is expected that Transystems will provide acceptable weeks, the specific hours to be processed and times of the additional hours of video recording, and the final location of all counts prior to SSI deploying any equipment.

Count locations will include each of the following signalized intersections and up to six additional major driveway and/or unsignalized intersection locations:

- 1 - Cleveland Road (US 6) & Sycamore Line
1StoE - Sycamore Line to Cleveland Road (US 6) Slip Lane [Link]
1NtoW – Dewey Street [Link]
- 2 - Cleveland Road (US 6) & Avondale Street/McKinley Street
- 3 - Cleveland Road (US 6) & Butler Street
- 4 - Milan Road (US 250) & Butler Street
- 5 - Cleveland Road (US 6) & Cowdery Street
- 6 - Cleveland Road (US 6) & Cedar Point Drive

- 7 - Cleveland Road (US 6) & Harbour Parkway
- 8 - Cleveland Road (US 6) & Remington Avenue
- 9 - Cleveland Road (US 6) & Rye Beach Road
- 10 - Rye Beach Road (US 6) & SR 2 WB Ramps
- 11 - Rye Beach Road (US 6) & SR 2 EB Ramps
- 12-17 – To be determined

It is assumed that no permits or authorizations are required for us to perform traffic counts within the road right-of-way. A PDF file of the count report that is formatted from the count software will be the deliverable. No manipulation of the data or analysis will be performed. It could take one to two weeks after the data is collected for the data to be available. Video files will also be provided.

Link Counts at Intersections and Ramps - No Build (1.3.C.B)

Smart Services will obtain Twenty-Four Hour link counts at five locations in the study area during late Spring/early Summer. Classification of vehicles (Cars & Trucks) as well as speed data is also needed. Data for all 24 hours will be taken on a typical weekday (Tuesday-Thursday) and will also be supplemented with weekend counts taken on approximately two different weekends for comparison purposes. Note that speed data and classification data cannot be provided for segments with more than two lanes in one direction or for hours in non-free flow conditions.

The fee provided assumes the following:

- Link counts are assumed to be set on concurrent trips with the turning movement counts.
- An attempt will be made to capture each direction on the same day. However, if a reset is determined to be needed in one direction only one direction will be reset.

It is noted that with the successfully captured video collected as part of the turning movement counts, 24-hour volume and classification counts can be processed on any leg of intersections where turning movement counts were taken. The video data would allow processing of bicycles on road and reflect volumes closer to the intersection. However, it would not provide speed data. Also, there would only be one weekend of video. A per hour processing cost for these is not included in the direct cost for this item, so an hourly rate "If Authorized" item is provided. The number of counts would not exceed the 5 locations in the base scope unless funds were still available after the other counts were complete.

It is assumed that no permits or authorizations are required for us to perform traffic counts within the road right-of-way. If permits or specialized requirements are mandated, our proposal will need to be revised.

A PDF file of the count report that is formatted from the count software will be the deliverable. No manipulation of the data or analysis will be performed. It could take one to two weeks after the data is collected for the data to be available.



Turning Movement Counts at Intersections - No Build (1.3.C.A) [IF AUTHORIZED]

The fee to process additional hours of turning movement count with successfully captured video as part of the base turning movement count fee is \$56/hour. This rate includes \$25/hour for reporting.

Link Counts at Intersections and Ramps - No Build (1.3.C.B) [IF AUTHORIZED]

The fee to process link counts from successfully captured video from the turning movement counts is \$16/hour. The reporting would be charged to the unused budget in the base bid.

SCHEDULE

Based on equipment, it will take 4-5 weeks to complete the data collection. It is anticipated that the cameras would be deployed on Wednesday to record Thursday, Friday, Saturday, and Sunday. Any non-video link counts would be set concurrently during this time.

FEE

The current Corporate Indirect Cost Rate for Smart Services, Inc. is 125.09%, and the current Facilities Capital Cost of Money (FCCM) Rate is 0.388%, as approved by the Ohio Department of Transportation (see attached). In addition, Smart Services, Inc. is a certified EDGE and DBE provider.

The table below summarizes the current Labor Rates by Classification for Smart Services, Inc. which may be assigned to tasks on this project. These rates apply to work performed through the end of December 2017.

Employee Type	Salary Rate
Principal	\$61.00
Project Manager	\$50.00
Engineer III	\$50.00
Engineer II	\$44.00
Engineer I	\$37.00
Design / Count Technician III	\$31.00
Design / Count Technician II	\$27.00
Design / Count Technician I	\$23.00
Clerical	\$22.00

Our fee to complete the scope of services described above will be cost plus per the attached ODOT spreadsheet. You will be invoiced when the count is complete. Weather, vandalism, equipment failures and other factors beyond our control impact our ability to meet a schedule.



We look forward to working with you on this project. If you have any questions, please let us know.

Sincerely,

SMART SERVICES, INC.

A handwritten signature in black ink, appearing to read "Todd J. Stanhope", with a long horizontal flourish extending to the right.

Todd J. Stanhope, PE, PTOE
Director of Traffic Engineering

Submitted: One electronic copy (PDF format) via e-mail



DETAILED BREAKDOWN OF PROPOSED TOTAL HOURS, PERSONNEL

AND LABOR RATES

County Route and Section:
 Agreement No.:
 PID:
 PDP Path Used: Path 3
 CONSULTANT: Smart Services, Inc.

Proposal Date: 11/28/2017
 Revised Date:

PROJECT DESCRIPTION: US 6 Corridor Planning Study

HOURLY RATES

Principal	\$61.00
Project Manager	\$50.00
Engineer 3	\$50.00
Engineer 2	\$44.00
Engineer 1	\$37.00
Tech 3	\$31.00
Tech 2	\$27.00
Tech 1	\$23.00
Clerical	\$22.00

Task #	Task Description	Principal	Project Manager	Engineer 3	Engineer 2	Engineer 1	Tech 3	Tech 2	Tech 1	Clerical	Overall Total Hours	Labor Costs
I Planning Phase												
1.1 Project Start Up												
1.1.C	Internal Meeting with Project Sponsor and ODOT staff										0	\$0
1.1	Subtotal	0	0	0	0	0	0	0	0	0	0	\$0
1.2 Project Initiation Package												
1.2.A	Define Study Area and Logical Termini										0	\$0
1.2.B	Conduct Field Review (walk through)										0	\$0
1.2.C	Identify Discipline Specific Issues for Project Initiation Package										0	\$0
1.2.C.A	Identify Design Issues										0	\$0
1.2.C.B	Identify Geotechnical Issues										0	\$0
1.2.C.C	Section 106 Request for Review										0	\$0
1.2.C.D	Identify Ecological Resources										0	\$0
1.2.C.E	Identify Utility Issues										0	\$0
1.2.D	Project Initiation Package Preparation and Submittal										0	\$0
1.2.F	Concept, Scope and Budget Estimates										0	\$0
1.2	Subtotal	0	0	0	0	0	0	0	0	0	0	\$0
1.3 Existing Data, Research and Analysis												
1.3.A	Transportation and Land Use Plans										0	\$0
1.3.B	Crash Analysis										0	\$0
1.3.C	Turning Movement Counts										0	\$0
1.3.C.A	Turning Movement Counts at Intersections - No Build				6	30			150	2	188	\$4,868
1.3.C.B	Tube counts at intersections and ramps - No Build				3	11			50		64	\$1,689
1.3.D	Planning Level Traffic - No Build Condition										0	\$0
1.3.E	Certified Traffic - No Build Condition										0	\$0
1.3.F	Capacity Analysis - Existing Conditions										0	\$0
1.3.G	Develop Purpose & Need										0	\$0
1.3	Subtotal	0	0	0	9	41	0	0	200	2	252	\$6,557
1.4 Stakeholder Involvement and PIP												
1.4.A	Public Involvement Plan										0	\$0
1.4	Subtotal	0	0	0	0	0	0	0	0	0	0	\$0
1.5 Project Management for Planning Phase												
1.5.A	Meetings										0	\$0
1.5.B	General Oversight	2	3								5	\$272
1.5	Subtotal	2	3	0	0	0	0	0	0	0	5	\$272
	SUBTOTAL PLANNING PHASE	2	3	0	9	41	0	0	200	2	257	\$6,829
IF AUTHORIZED TASKS												
1.3.C.A	Two Turning Movement Counts										0	\$0
	Subtotal of IF-Authorized Tasks	0	0	0	0	0	0	0	0	0	0	\$0
	GRAND TOTAL	2	3	0	9	41	0	0	200	2	257	\$6,829

DETAILED BREAKDOWN OF PROPOSED TOTAL HOURS, PERSONNEL
CATEGORIES, AND LABOR RATES

County Route and
Section:
Agreement No.:
PID:
PDP Path Used: Path 3
CONSULTANT: Smart Services, Inc.

Proposal
Date: 11/28/2017
Revised
Date:

PROJECT
DESCRIPTION:

US 6 Corridor Planning Study

HOURLY RATES

Principal	\$61.00
Project Manager	\$50.00
Engineer 3	\$50.00
Engineer 2	\$44.00
Engineer 1	\$37.00
Tech 3	\$31.00
Tech 2	\$27.00
Tech 1	\$23.00
Clerical	\$22.00

Average
Overhead
Rate = 152.83% (Net Fee Calc.)
Overhead Percentage = 125.09%
Net Fee Percentage = 11.00%
Cost of Money = 0.39%

Task #	Task Description	No.	Hourly Rate	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Subcon Costs	Net Fee	Total Cost
I Planning Phase											
1.1 Project Start Up											
1.1.C	Internal Meeting with Project Sponsor and ODOT staff		\$DIV/0!	0	\$0	\$0	\$0	\$0		\$0	\$0
1.1	Subtotal		\$DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1.2 Project Initiation Package											
1.2.A	Define Study Area and Logical Termini		\$DIV/0!	0	\$0	\$0	\$0	\$0		\$0	\$0
1.2.B	Conduct Field Review (walk through)		\$DIV/0!	0	\$0	\$0	\$0	\$0		\$0	\$0
1.2.C	Identify Discipline Specific Issues for Project Initiation Package										
1.2.C.A	Identify Design Issues		\$DIV/0!	6	\$0	\$0	\$0	\$0		\$0	\$0
1.2.C.B	Identify Geotechnical Issues		\$DIV/0!	0	\$0	\$0	\$0	\$0		\$0	\$0
1.2.C.C	Section 106 Request for Review		\$DIV/0!	0	\$0	\$0	\$0	\$0		\$0	\$0
1.2.C.D	Identify Ecological Resources		\$DIV/0!	0	\$0	\$0	\$0	\$0		\$0	\$0
1.2.C.E	Identify Utility Issues		\$DIV/0!	0	\$0	\$0	\$0	\$0		\$0	\$0
1.2.D	Project Initiation Package Preparation and Submittal		\$DIV/0!	0	\$0	\$0	\$0	\$0		\$0	\$0
1.2.F	Concept, Scope and Budget Estimates		\$DIV/0!	0	\$0	\$0	\$0	\$0		\$0	\$0
1.2	Subtotal		\$DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1.3 Existing Data, Research and Analysis											
1.3.A	Transportation and Land Use Plans		\$DIV/0!	0	\$0	\$0	\$0	\$0		\$0	\$0
1.3.B	Crash Analysis		\$DIV/0!	0	\$0	\$0	\$0	\$0		\$0	\$0
1.3.C Turning Movement Counts											
1.3.C.A	Turning Movement Counts at Intersections - No Build		\$25.89	184	\$4,668	\$6,999	\$19	\$11,143		\$1,254	\$23,413
1.3.C.B	Tube counts at intersections and ramps - No Build		\$16.59	61	\$1,003	\$1,713	\$7	\$274		\$470	\$3,807
1.3.D	Planning Level Traffic - No Build Condition		\$DIV/0!	0	\$0	\$0	\$0	\$0		\$0	\$0
1.3.E	Certified Traffic - No Build Condition		\$DIV/0!	0	\$0	\$0	\$0	\$0		\$0	\$0
1.3.F	Capacity Analysis - Existing Conditions		\$DIV/0!	0	\$0	\$0	\$0	\$0		\$0	\$0
1.3.G	Develop Purpose & Need		\$DIV/0!	0	\$0	\$0	\$0	\$0		\$0	\$0
1.3	Subtotal		\$26.47	245	\$5,671	\$8,712	\$25	\$11,817	\$0	\$1,724	\$28,126
1.4 Stakeholder Involvement and PTP											
1.4.A	Public Involvement Plan		\$DIV/0!	0	\$0	\$0	\$0	\$0		\$0	\$0
1.4	Subtotal		\$DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1.5 Project Management for Planning Phase											
1.5.A	Meetings		\$DIV/0!	0	\$0	\$0	\$0	\$0		\$0	\$0
1.5.B	General Oversight		\$54.40	5	\$272	\$346	\$1	\$0		\$76	\$689
1.5	Subtotal		\$54.40	5	\$272	\$346	\$1	\$0	\$0	\$76	\$689
	SUBTOTAL PLANNING PHASE		\$26.57	250	\$5,943	\$9,058	\$26	\$11,517	\$0	\$1,800	\$28,813
IF AUTHORIZED TASKS											
1.3.C.A	Two Turning Movement Counts		\$DIV/0!	0	\$0	\$0	\$0	\$0		\$0	\$0
	Subtotal of If-Authorized Tasks		\$DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	GRAND TOTAL		\$26.57	250	\$5,943	\$9,058	\$26	\$11,517	\$0	\$1,800	\$28,813

**DETAILED BREAKDOWN OF PROPOSED TOTAL HOURS,
PERSONNEL CATEGORIES, AND LABOR RATES**

County Route and Section:
 Agreement No.:
 PID:
 PDP Path Used: Path 3
 CONSULTANT: Smart Services, Inc.

Proposal
 Date: 11/28/2017
 Revised
 Date:

PROJECT
 DESCRIPTION:

US 6 Corridor Planning
 Study

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 Project Manager \$50.00
 Engineer 3 \$50.00
 Engineer 2 \$44.00
 Engineer 1 \$37.00
 Tech 3 \$31.00
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Average Overhead Rate = 152.83% (Net Fee Calc.)
 Overhead Percentage = 125.09%
 Net Fee Percentage = 11.00%
 Cost of Money = 0.39%

Task #	Task Description	No.	Hourly Rate	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Subcon Costs	Net Fee	Total Cost
1 Planning Phase											
1.1	Project Start Up										
1.1	Subtotal		#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1.2	Project Initiation Package										
1.2	Subtotal		#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1.3	Existing Data, Research and Analysis										
1.3	Subtotal		\$26.02	252	\$6,557	\$8,302	\$25	\$11,517	\$0	\$1,834	\$26,126
1.4	Stakeholder Involvement and PIP										
1.4	Subtotal		#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1.5	Project Management for Planning Phase										
1.5	Subtotal		\$54.40	5	\$272	\$340	\$1	\$0	\$0	\$76	\$689
	SUBTOTAL PLANNING PHASE		\$26.57	257	\$6,829	\$8,542	\$26	\$11,517	\$0	\$1,899	\$28,815
IF AUTHORIZED TASKS											
	Subtotal of If-Authorized Tasks		#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	GRAND TOTAL		\$26.57	257	\$6,829	\$8,542	\$26	\$11,517	\$0	\$1,899	\$28,815

NON-LABOR DIRECT COST SUMMARY

County Route and Section:
 Agreement No.:
 PID:
 PDP Path Used: Path 3
 CONSULTANT: Smart Services, Inc.

Proposal Date: 11/28/2017
 Revised Date:

PROJECT DESCRIPTION:
 US 6 Corridor Planning Study

Task #	Task Description	Repro	Mileage	Mailing	Lodging	Meals	Misc.	Camera Processing	Camera Video	Total
I Planning Phase										
1.1 Project Start Up										
1.1.A	Planning and Programming									\$0
1.1.B	STIP/TIP									\$0
1.1.C	Internal Meeting with Project Sponsor and ODOT staff									\$0
1.1 Subtotal		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1.2 Project Initiation Package										
1.2.A	Define Study Area and Logical Termini									\$0
1.2.B	Conduct Field Review (walk through)									\$0
1.2.C	Identify Discipline Specific Issues for Project Initiation Package									
1.2.C.A	Identify Design Issues									\$0
1.2.C.B	Identify Geotechnical Issues									\$0
1.2.C.C	Section 106 Request for Review									\$0
1.2.C.D	Identify Ecological Resources									\$0
1.2.C.E	Identify Utility Issues									\$0
1.2.C.F	ITS Project Determination									\$0
1.2.D	Project Initiation Package Preparation and Submittal									\$0
1.2.E	Aerial/Base mapping coordination with ODOT									\$0
1.2.F	Concept, Scope and Budget Estimates									\$0
1.2 Subtotal		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1.3 Existing Data, Research and Analysis										
1.3.A	Transportation and Land Use Plans									\$0
1.3.B	Crash Analysis									\$0
1.3.C Turning Movement Counts										
1.3.C.A	Turning Movement Counts at Intersections - No Build		\$999				\$200	\$5,080	\$4,864	\$11,143
1.3.C.B	Tube counts at intersections and ramps - No Build		\$374							\$374
1.3.D	Planning Level Traffic - No Build Condition									\$0
1.3.E	Certified Traffic - No Build Condition									\$0
1.3.F	Capacity Analysis - Existing Conditions									\$0
1.3.G	Develop Purpose & Need									\$0
1.3 Subtotal		\$0	\$1,373	\$0	\$0	\$0	\$200	\$5,080	\$4,864	\$11,517
1.4 Stakeholder Involvement and PIP										
1.4.A	Public Involvement Plan									\$0
1.4 Subtotal		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1.5 Project Management for Planning Phase										
1.5.A	Meetings									\$0
1.5.B	General Oversight									\$0
1.5 Subtotal		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	SUBTOTAL PLANNING PHASE	\$0	\$1,373	\$0	\$0	\$0	\$200	\$5,080	\$4,864	\$11,517

IF AUTHORIZED TASKS										
1.3.C.A	Two Turning Movement Counts									\$0
	Subtotal of IF-Authorized Tasks	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	GRAND TOTAL	\$0	\$1,373	\$0	\$0	\$0	\$100	\$5,089	\$4,864	\$11,517

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXPEND FUNDS TO ERIE REGIONAL PLANNING COMMISSION (ERPC) IN THE AMOUNT OF \$21,750.00 FOR THE ERIE COUNTY U.S. 6 CORRIDOR PLANNING STUDY PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, in 2016, the City submitted an application to the Erie Regional Planning Commission (ERPC) Metropolitan Planning Organization (MPO) for a planning study that would result in a comprehensive plan and recommendation for the Cleveland Road corridor between the Sports Force facility and Sycamore Line, including Butler Street, and the multifaceted approach included traffic studies based on future demands, multiuse paths or cycling facilities for the entire length, public involvement including environmental justice groups, proposing future uses of Butler Street, reevaluation of current traffic patterns, environmental and historical evaluations, sidewalks, signalization upgrades and potential widening if appropriate; and

WHEREAS, during the application process, the City and ERPC attempted to coordinate a joint application with other jurisdictions on U.S. 6 between Rye Beach Road and Sycamore Line and received interest from Perkins Township and the City of Huron; and

WHEREAS, ERPC applied to the Ohio Department of Transportation (ODOT) for a planning grant that would allow the project to include Rye Beach Road and U.S. 6 from Rye Beach Road to Sports Force and subsequently was awarded funds and therefore the City withdrew its application; and

WHEREAS, TranSystems Corporation of Ohio was selected by Erie County through a Request for Qualifications (RFQ) process to perform professional services for the Erie County U.S. 6 Corridor Planning Study project and City Staff have confirmed the scope of work includes all of the components of the City's original application and is in support of the project; and

WHEREAS, the total cost of the Erie County U.S. 6 Corridor Planning Study Project is \$250,000.00 of which \$200,000.00 will be paid with funds granted by the Ohio Department of Transportation to the Erie Regional Planning Commission, \$12,500.00 will be paid by the Erie County Regional Planning MPO, \$12,500.00 will be paid by the City of Huron / Huron Township, \$3,250.00 will be paid by Perkins Township, and the City's portion of \$21,750.00 will be paid with Issue 8 Funds from the Capital Projects 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 order to make payment in a timely manner and within thirty days of the invoice date of January 22, 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 and/or Finance Director is authorized and directed to expend funds to Erie Regional Planning Commission for the City's portion of costs for the Erie County U.S. 6 Corridor Planning Study in an amount **not to exceed** Twenty One Thousand Seven Hundred Fifty and 00/100 Dollars (\$21,750.00).

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: February 12, 2018



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: January 25, 2018

Subject: Commission Agenda Item – Consent to ODOT for the completion of Bridge Deck Gravity Fed Resin repairs on State Route 2 over US Route 6 and State Route 2 Eastbound Ramp over US Route 6

ITEM FOR CONSIDERATION: Resolution giving the City of Sandusky's consent to the State of Ohio, Ohio Department of Transportation (ODOT) for the completion of their Bridge Deck Gravity Fed Resin repairs on State Route 2 over US Route 6 and State Route 2 Eastbound Ramp over US Route 6 project.

BACKGROUND INFORMATION: The subject project (PID 94444) facilitated by ODOT will be performing Bridge Deck Gravity Fed Resin repairs on State Route 2 left and right over US Route 6 and Cold Creek and the State Route 2 eastbound ramp from US Route 6 over Cold Creek.

This project is currently scheduled to be constructed in the summer of 2019.

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

ACTION REQUESTED: It is recommended that a resolution giving the City of Sandusky's consent to ODOT for the completion of Bridge Deck Gravity Fed Resin repairs on State Route 2 over US Route 6 and State Route 2 Eastbound Ramp over US Route 6 project be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City in order to return signed documents to ODOT no later than February 26, 2018 as requested.

I concur with this recommendation:

Eric Wobser
City Manager

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

RESOLUTION NO. _____

A RESOLUTION ADOPTING THE CONSENT LEGISLATION SUBMITTED BY THE DIRECTOR OF THE OHIO DEPARTMENT OF TRANSPORTATION FOR THEIR BRIDGE DECK GRAVITY FED RESIN REPAIRS PROJECT, PID NO. 94444; AUTHORIZING AND DIRECTING THE CITY MANAGER TO SIGN THE CONSENT LEGISLATION AND TO EXECUTE ANY NECESSARY CONTRACTS WITH THE DIRECTOR OF TRANSPORTATION TO COMPLETE THE PROJECT; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Ohio Department of Transportation's Bridge Deck Gravity Fed Resin Repairs Project involves performing bridge deck gravity fed resin repairs on S.R. 2 left and right, which are over U.S. Route 6 and Cold Creek and on S.R. 2 on the eastbound ramp from U.S. Route 6, which is over Cold Creek in the City of Sandusky; and

WHEREAS, the consent legislation, a copy of which is attached to this Resolution and marked Exhibit "A", is necessary for the Director of the Ohio Department of Transportation to complete the Bridge Deck Gravity Fed Resin Repairs Project [D03 BH FY2019 (B)] within the City of Sandusky; and

WHEREAS, the consent legislation, Exhibit "A" attached to this Resolution, provides the terms of the agreement and cooperation between the City of Sandusky and the Director of Transportation regarding the completion of the project; and

WHEREAS, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to return the consent legislation to the Ohio Department of Transportation by the requested date of February 26, 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 **Resolution** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The consent legislation submitted by the Director of the Ohio Department of Transportation, a copy of which is attached to this Resolution and marked Exhibit "A", for the Bridge Deck Gravity Fed Resin Repairs Project [D03 BH FY2019 (B)], PID No. 94444, consenting to the Director of Transportation to complete the project, is adopted by this City Commission and the President of this City Commission is authorized to sign the consent legislation.

Section 2. The City Manager is hereby authorized and directed to sign the

consent legislation and to execute any necessary contracts with the Director of Transportation to complete the Bridge Deck Gravity Fed Resin Repairs Project (D03 BH FY2019 (B)), PID No. 94444.

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

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

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

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

ATTEST:

KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: February 12, 2018

CONSENT LEGISLATION

Ordinance/Resolution No. _____

PID No. 94444

Project Name D03 BH FY2019 (B)

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

SECTION I - Project Description

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

To perform Bridge Deck Gravity Fed Resin repairs on State Route 0002 at SLM 04.23 Left and Right, which are over US Route 0006 and Cold Creek in the City of Sandusky in Erie County.

To perform Bridge Deck Gravity Fed Resin repairs on State Route 0002 on the eastbound ramp from US 0006, which is over Cold Creek in the City of Sandusky in Erie County.

This project is currently scheduled to be constructed in the summer of 2019.

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

SECTION II - Consent Statement

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

SECTION III - Cooperation Statement

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

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

SECTION IV - Maintenance

Upon completion of the described Project, and unless otherwise agreed, the City shall:

- 1) *Provide adequate maintenance for the described Project in accordance with all applicable state and federal law;*
- 2) *Provide ample financial provisions, as necessary, for the maintenance of the described project;*
- 3) *Maintain the right-of-way, keeping it free of obstructions; and hold said right-of-way inviolate for public highway purposes.*

SECTION V – Utilities and Right-of-Way Statement

If city owned utilities, within a corporation limit or in a private easement outside corporation limits, need to be relocated due to this ODOT project, the city will be reimbursed for any relocation work; ODOT will perform the coordination, relocation, and reimbursement which shall comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

If other public and private utilities need to be relocated due to this ODOT project they will not be reimbursed for relocation; with exceptions due to an easement, etc.

SECTION VI - Authority to Sign

The _____ of said City of Sandusky is hereby empowered on behalf
(Contractual Agent)
of the City of Sandusky to enter into contracts with the Director of Transportation
necessary to complete the above described project.

Passed: _____, 201____.
(Date)

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

Attested: _____
(Title) (Mayor)

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

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

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

Do hereby certify that the foregoing is a true and correct copy of _____ adopted by
(Ordinance/Resolution)
the legislative Authority of the said City of Sandusky on this ____ day of _____, 201__,
that the publication of such _____ has been made and certified of record according to
(Ordinance/Resolution)
law; that no proceedings looking to a referendum upon such _____ have been taken;
(Ordinance/Resolution)
and that such _____ and certificate of publication thereof are of record in
(Ordinance/Resolution)
_____, Page _____.
(Ordinance/Resolution)

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

(SEAL)
(If Applicable)

Clerk Signature
City of Sandusky of Erie County, Ohio.

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

For the City of Sandusky of Erie County, Ohio

Attest: _____, Date _____
Contractual Officer

For the State of Ohio

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



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: January 25, 2018

Subject: **Commission Agenda Item – Consent to ODOT for the completion of Guardrail Upgrades on US Route 6 and US Route 250 Overpass**

ITEM FOR CONSIDERATION: Resolution giving the City of Sandusky's consent to the State of Ohio, Ohio Department of Transportation (ODOT) for the completion of their Guardrail Upgrades on US Route 6 and US Route 250 Overpass project.

BACKGROUND INFORMATION: The subject project (PID 106418) facilitated by ODOT will be performing guardrail upgrades on US Route 6 just East of Fremont Ave and on US Route 250 in the southbound direction. Federal Highway Association (FHWA) mandates upgrading the type "A" guardrail end treatments.

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

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

ACTION REQUESTED: It is recommended that a resolution giving the City of Sandusky's consent to ODOT for the completion of Guardrail Upgrades on US Route 6 and US 250 Overpass project be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City in order to return signed documents to ODOT no later than February 26, 2018 as requested.

I concur with this recommendation:

Eric Wobser
City Manager

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

RESOLUTION NO. _____

A RESOLUTION ADOPTING THE CONSENT LEGISLATION SUBMITTED BY THE DIRECTOR OF THE OHIO DEPARTMENT OF TRANSPORTATION FOR THEIR GUARDRAIL UPGRADES ON U.S. ROUTE 6 AND U.S. ROUTE 250 OVERPASS PROJECT, PID NO. 106418; AUTHORIZING AND DIRECTING THE CITY MANAGER TO SIGN THE CONSENT LEGISLATION AND TO EXECUTE ANY NECESSARY CONTRACTS WITH THE DIRECTOR OF TRANSPORTATION TO COMPLETE THE PROJECT; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Ohio Department of Transportation's Guardrail Upgrades on U.S. Route 6 and U.S. Route 250 Overpass Project involves performing guardrail upgrades on U.S. Route 6 just east of Fremont Avenue and on U.S. Route 250 in the southbound direction just south of Lakeshore Avenue and the railroad overpass in the City of Sandusky; and

WHEREAS, the consent legislation, a copy of which is attached to this Resolution and marked Exhibit "A", is necessary for the Director of the Ohio Department of Transportation to complete the Guardrail Upgrades on U.S. Route 6 and U.S. Route 250 Overpass Project (D03 GR FY2018 NHS) within the City of Sandusky; and

WHEREAS, the consent legislation, Exhibit "A" attached to this Resolution, provides the terms of the agreement and cooperation between the City of Sandusky and the Director of Transportation regarding the completion of the project; and

WHEREAS, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to return the consent legislation to the Ohio Department of Transportation by the requested date of February 26, 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 **Resolution** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The consent legislation submitted by the Director of the Ohio Department of Transportation, a copy of which is attached to this Resolution and marked Exhibit "A", for the Guardrail Upgrades on U.S. Route 6 and U.S. Route 250 Overpass Project (D03 GR FY2018 NHS), PID No. 106418, consenting to the Director of Transportation to complete the project, is adopted by this City Commission and the President of this City Commission is authorized to sign the

consent legislation.

Section 2. The City Manager is hereby authorized and directed to sign the consent legislation and to execute any necessary contracts with the Director of Transportation to complete the Guardrail Upgrades on U.S. Route 6 and U.S. Route 250 Overpass Project (D03 GR FY2018 NHS), PID No. 106418.

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

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

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

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

ATTEST:

KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: February 12, 2018

CONSENT LEGISLATION

Ordinance/Resolution No. _____

PID No. 106418

Project Name D03 GR FY2018 NHS

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

SECTION I - Project Description

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

To perform guardrail upgrades on US Route 0006 at SLM 4.41-4.42 just east of Fremont Avenue in the City of Sandusky in Erie County. FWHHA mandates upgrading the type "A" guardrail end treatments.

To perform guardrail upgrades on US Route 0250 at SLM 00.59-00.61 in the southbound direction just south of Lakeshore Avenue and the railroad overpass in the City of Sandusky in Erie County. FWHHA mandates upgrading the type "A" guardrail end treatments.

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

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

SECTION II - Consent Statement

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

SECTION III - Cooperation Statement

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

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

SECTION IV - Maintenance

Upon completion of the described Project, and unless otherwise agreed, the City shall:

- 1) *Provide adequate maintenance for the described Project in accordance with all applicable state and federal law;*
- 2) *Provide ample financial provisions, as necessary, for the maintenance of the described project;*
- 3) *Maintain the right-of-way, keeping it free of obstructions; and hold said right-of-*

way inviolate for public highway purposes.

PID No. 106418
Project Name D03 GR FY2018 NHS

SECTION V – Utilities and Right-of-Way Statement

If city owned utilities, within a corporation limit or in a private easement outside corporation limits, need to be relocated due to this ODOT project, the city will be reimbursed for any relocation work; ODOT will perform the coordination, relocation, and reimbursement which shall comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

If other public and private utilities need to be relocated due to this ODOT project they will not be reimbursed for relocation; with exceptions due to an easement, etc.

SECTION VI - Authority to Sign

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

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

Passed: _____, 201____.
(Date)

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

Attested: _____
(Title) (Mayor)

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

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

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

Do hereby certify that the foregoing is a true and correct copy of _____ adopted by
(Ordinance/Resolution)
the legislative Authority of the said City of Sandusky on this _____ day of _____, 201____,
that the publication of such _____ has been made and certified of record according to
(Ordinance/Resolution)
law; that no proceedings looking to a referendum upon such _____ have been taken;
(Ordinance/Resolution)
and that such _____ and certificate of publication thereof are of record in
(Ordinance/Resolution)
_____, Page _____.
(Ordinance/Resolution)

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

(SEAL)
(If Applicable)

Clerk Signature
City of Sandusky of Erie County, Ohio.

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

For the City of Sandusky of Erie County, Ohio

Attest: _____, Date _____
Contractual Officer

For the State of Ohio

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



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: January 26, 2018

Subject: **Commission Agenda Item – Miscellaneous Purchases from Core & Main, LP**

ITEM FOR CONSIDERATION: Requesting legislation authorizing purchases of miscellaneous materials from Core & Main, LP, of Ashland, Ohio, for work to be performed by the Public Works, Division of Water Distribution for miscellaneous in-house water main repairs.

BACKGROUND INFORMATION: Each year, the Division of Water Distribution purchases a variety of steel products for water line repairs such as valves, pipes, bends, meters and hydrants. Core & Main, LP (formerly HD Supply Waterworks) is the closest supplier of parts for steel water systems and their customer service has proven to be quite exceptional. On several occasions, the sales representative has personally delivered materials to a job site at any hour of the day, including occasions in the middle of the night, to expedite repair if city crews could not leave the main break or when the branch warehouse, located in Ashland, Ohio is closed. One reason for this is because they stock a lot of Sandusky's common items, acting as a supplemental warehouse for the City, so additional materials don't have to be stored at the Water Distribution building. In addition to stocking the City's common items, they also stock Cedar Point and Erie County items so availability of non-typical items is also very good. All materials are lead-free and many are American-made.

Core & Main, LP is the local distributor for the Sensus water meters that outfit the entire city system and they allow the city to trade in old brass meters, even if they are beyond repair, for a credit on a new meter, which exceeds any value the City could get if scrapped. Water crews have been actively changing out full routes of water meters based on which routes take the most time to walk since the new meters allow crews to remotely read meters from their vehicle. The new meters will improve accuracy of readings since many of the current meters are several years past their useful life.

Prior to 2017, when City Commission first passed an ordinance for expending funds for the purchase of water main and meter materials, crews purchased materials weekly based on their current need. Occasionally, purchases approached, but never exceeded \$10,000. If a necessary weekly purchase was due to exceed this limit, crews would have to make additional trips or wait for materials to perform necessary repairs. Commission approval for items budgeted in the draft General Appropriations for Fiscal year 2018 could help expedite repairs, while providing an additional layer of accountability during the annual audit.

Water Meter Pilot Project update: In 2013, the City had budgeted \$1,000,000 annually over three years for water meter replacements because nearly all were approaching their useful life. Instead, staff embarked on a pilot project with these new meters to determine the potential return on investment. It didn't make sense to take out a long-term loan for equipment that had a useful life shorter than the term of the loan. After many bumps in the road at the onset of the pilot project, the new meters have been running very well for a couple years. However, staff did not see the desired return on investment

for residential meters that would justify huge capital expenditures, but did see a good return on investment for many of the commercial meters. The reason is that all water meters slow down and continually read lower and lower as they age. Therefore, the higher the consumption, the more revenue is lost to the City. These inaccurate readings increase water loss calculations and a need to reevaluate rates. Accurate readings mean that we will be billing consumers for exactly what they are using.

Since the pilot project did not justify spending large sums of money up front but the meters are reaching their useful life, staff has developed a plan to systematically replace all of the meters in the City over a period of time. This will afford the opportunity to not increase rates with large annual capital expenditures, but still replace aging infrastructure. In addition, each meter will have an M-Unit installed on it. An M-Unit allows the meter to be read remotely with a piece of equipment mounted onto a vehicle. This saves significant time for field crews that will no longer have to walk every route. The installation of the M-Unit allows meters to be read when covered with snow, rather than the current practice of estimating until the snow clears and then trying to adjust.

Currently, it takes 12 hours to read the route consisting of Cedar Point Road (the Chaussee), Cedar Point, the Cedar Point dormitories, LEWCO Inc., and the properties within First and Fifth Streets. This is the route selected for 2018. Driving would free up at least 11 hours per month that could be used for other projects directly related to infrastructure improvements. The total cost to completely replace this route of 841 meters, is approximately \$310,000. The county meter at Columbus Avenue will also be replaced.

The goal is to eventually get to a time when field crews can read the entire City in a few hours per month rather than taking almost the entire month to do so. All labor will be performed in house and supplemented with seasonal staff. All meters are being spatially located within the GIS system. Water distribution crews will select specific routes each year that are the most time consuming to walk, contain the oldest meters and/or are the most difficult to find. They will replace that entire route in addition to specific older commercial meters throughout the City that are suspected to be reading lower. Full replacement is expected to take 12-15 years to complete.

BUDGETARY INFORMATION: The budgeted cost for Core & Main, LP, as approved in the O&M and capital budgets is based on historic annual repairs in the field totaling \$525,000. This year's allocations are for hydrants (\$75,000), miscellaneous materials (\$100,000), and meters (\$350,000 – split with sewer maintenance) and will be paid with Water Funds in the amount of \$350,000 and Sewer Funds in the amount of \$175,000. A portion has already been spent for recent water main breaks to purchase materials via the temporary appropriations. Purchases exceeding this amount from Core & Main, LP would require approval from City Commission.

ACTION REQUESTED: It is recommended that the purchase of materials from Core & Main, LP for use within the water distribution system be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter which will allow crews to purchase materials and parts as needed for repairs.

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 EXPEND FUNDS TO CORE & MAIN, LP, OF ASHLAND, OHIO, FOR THE PURCHASE OF MATERIALS AND PARTS FOR IN-HOUSE WATER MAIN REPAIRS; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City purchases a variety of steel products for water line repairs such as valves, pipes, bends, meters, and hydrants from Core & Main, LP (formerly HD Supply Waterworks) who is the local distributor for Sensus water meters that outfit the City's entire system; and

WHEREAS, in addition, Core & Main, LP, has exceptional customer service and stocks many of the City's common items, acting as a supplemental warehouse, so spare materials do not need to be stored at the Water Distribution facility; and

WHEREAS, in 2013, the City budgeted \$1,000,000 annually for three years for the replacement of all water meters within the City and conducted a pilot study to determine the potential return on investment and it has been determined that the new meters have been running very well but the return on investment for residential meters did not justify significant capital expenditures; and

WHEREAS, Staff has developed a new plan to systematically replace all the meters in the City over a period of time and has selected Cedar Point Drive (the Chaussee), Cedar Point, the Cedar Point dormitories, LEWCO, Inc., and the properties within First Street and Fifth Street for meter replacement this year and the cost to completely replace the 841 meters in this area is approximately \$310,000; and

WHEREAS, the allocation for 2018 is based on historic annual repairs in the field and funds will be allocated as follows: hydrants (\$75,000), miscellaneous materials (\$100,000), and meters (\$350,000 – split with sewer maintenance); and

WHEREAS, the total estimated cost for materials and parts for water main repairs in 2018 is \$525,000.00 of which \$350,000.00 will be paid with Water Funds and \$175,000.00 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 to allow City crews to purchase materials and parts as needed for repairs; 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 and/or Finance Director is authorized and directed to expend funds for materials and parts to be used for in-house water main repairs in CY 2018 at an amount **not to exceed** Five Hundred Twenty Five Thousand and 00/100 Dollars (\$525,000.00) to be paid to Core & Main, LP, of Ashland, 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 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: February 12, 2018



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: January 23, 2018
Subject: **Commission Agenda Item – 2018 Yard Waste Collection**

ITEM FOR CONSIDERATION: Legislation to enter into a one year contract extension with Browning Ferris Industries of Ohio Inc, DBA Republic Services of Sandusky, Ohio for the 2018 Yard Waste Collection Services for the period of April 1, 2018, through December 31, 2018.

BACKGROUND INFORMATION: Since 2004 the City has offered a yard waste pick up for a monthly fee to residents who sign up for the program. The monthly fee consists of labor, disposal and administration and is added to the water bills of participating customers.

In 2017 a contract was awarded upon competitive bidding to Browning Ferris Industries of Ohio Inc., DBA Republic Services of Sandusky. They were the only bidder for the 2017 Yard Waste Collection at a price of \$10.80 per customer, per month. An option to extend the contract for two additional one year terms was written into the contract as an option. Browning Ferris Industries of Ohio Inc., DBA Republic Services has agreed to extend the 2017 contract for another year, continuing services through December 31, 2018, at the same price of \$10.80 per customer, per month.

The monthly fee for 2018 to the residents will stay the same at \$11.30 per customer, per month, this includes \$0.50 to cover all City administration costs. Services will remain the same as in past years with a one day per week pick up on Friday from April 1st to December 31st. Residents who participated in the 2017 program will automatically be enrolled for the 2018 program. Residents not already involved in the program can sign up with the Customer Accounting office.

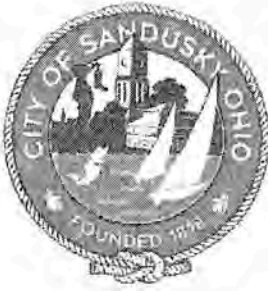
BUDGETARY INFORMATION: Based on service for a one day per week pick up at \$10.80 per customer, per month and a contract for nine months, the estimated amount for 2018 Yard Waste Collection Service is \$62,694.00 based on last year's figures of 645 customers. This amount is subject to change due to additions and deletions of customers to the program. The cost of the service will be charged back to the customers in addition to a charge of \$0.50 per customer, per month for administrative costs.

ACTION REQUESTED: It is recommended that an additional one year contract extension be approved with Browning Ferris Industries of Ohio Inc., DBA Republic Services for the 2018 Yard Waste Collection Services. It is also recommended that the necessary legislation be passed under suspension of the rules in full accordance with Section 14 of the City Charter so that the contractor can begin the program April 1, 2018.

I concur with this recommendation:

Eric Wobser, City Manager

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



DEPARTMENT OF PUBLIC WORKS

Division of Engineering

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

January 8, 2018

Browning Ferris Industries of Ohio, Inc.
DBA Republic Services
4005 Tiffin Ave
Sandusky, OH 44870

Re: Yard Waste Collection for the Calendar Year 2018

Dr. Mr. Browning,

The contract for Yard Waste Collection was awarded to your company for the calendar year 2017. The contract allowed for the option to extend the contract for two additional one year terms. The City is interested in extending your contract for another year to continue services through December 31, 2018.

The amount listed in the 2017 contract was \$10.80 per customer per month during the yard waste season of April 1st to December 31st, with a one day per week pick up. If this extension is agreeable to you, please sign below and return this letter by mail and/or email to mstookey@ci.sandusky.oh.us.

If you have any questions, please feel free to contact me at (419) 627-5829.

Sincerely,

Aaron M. Klein, P.E.
Director

Cc: File

Acceptance of the foregoing proposal is hereby acknowledged:

By Chris Jones this 23 day of _____ 2018.

By Chris Jones
Title General Manager

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A ONE (1) YEAR CONTRACT EXTENSION WITH BROWNING-FERRIS INDUSTRIES OF OHIO, INC. D.B.A. REPUBLIC SERVICES OF SANDUSKY, OHIO, FOR YARD WASTE COLLECTION SERVICE IN CALENDAR YEAR 2018 WHICH IS AVAILABLE FOR THE PERIOD OF APRIL 1, 2018, THROUGH DECEMBER 31, 2018; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

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

WHEREAS, this City Commission approved awarding a contract to Browning-Ferris Industries of Ohio, Inc., d.b.a. Republic Waste Services of Sandusky, Ohio, for the 2017 Yard Waste Collection Services, which included an option to extend for two (2) additional terms from April 1, 2018, through December 31, 2018, and from April 1, 2019, through December 31, 2019, by Ordinance No. 17-039, passed on February 27, 2017; and

WHEREAS, the City desires to extend the contract for the term of April 1, 2018, through December 31, 2018, at the same price of \$10.80 per customer, per month, and has been agreed to by Browning Ferris Industries of Ohio, Inc.; and

WHEREAS, the estimated cost of this program based upon service for a one (1) day per week pickup at a cost of \$10.80 per month per residence and a contract for (9) months is \$62,694.00 (based on 2017 enrollment of 645 customers) which will be charged back to the customers in addition to a charge of \$0.50 per month for administrative costs and is subject to change due to additions and deletions of customers in the program; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to allow Browning Ferris Industries of Ohio, Inc. d.b.a. Republic Waste Services to begin the program on April 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 Municipal Departments, including the Department of Public Works, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio, finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The City Manager is authorized and directed to enter into a one (1) year contract extension with Browning Ferris Industries of Ohio, Inc. d.b.a. Republic Services of Sandusky, Ohio, for yard waste collection services in calendar year 2018 which is available for the period of April 1, 2018, through December 31, 2018, at a cost of Ten and 50/100 Dollars (\$10.50) per month per residence opting into the program. Said yard waste collection services shall be provided in accordance with the contract with Browning Ferris Industries of Ohio, Inc. d.b.a. Republic Waste Services of Sandusky, Ohio, currently on file in the office of the Director of Public Works.

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

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

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

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

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

Passed: February 12, 2018



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: January 26, 2018

Subject: **Commission Agenda Item- Venice Road Pump Station Improvements Project**

ITEM FOR CONSIDERATION: Ordinance awarding a contract to ABC Piping Co. Brooklyn Heights, Ohio for the Venice Road Pump Station Improvements Project.

BACKGROUND INFORMATION: The City of Sandusky operates a sewer pump station in the western area of the City known as the Venice Road Pump Station. The Venice Road Pump Station was built in the mid-1970's near the intersection of Fremont Avenue and Venice Road. The last improvement that was completed on the station was in 2008 which included some electrical and building improvements. There are three existing pumps located in the station that are reaching the end of their useful life and are in need of replacement. The design consultant, Jones & Henry Engineers, Ltd. has prepared construction drawings for the replacement and upgrade for the three existing pumps including a new generator, electrical and mechanical systems.

The following two bids were received on January 25, 2018.

ABC Piping Co. Bid: \$950,461.00
Brooklyn Heights, Ohio

Hank's Plumbing & Heating Co., Inc. Bid: \$1,139,999.00
Toledo, Ohio

The engineer's estimate is \$951,071.00.

ABC Piping Co. is determined to be the lowest and best bid. The consultant on this project, Jones & Henry Engineers, Ltd. has reviewed the bids and recommends awarding the project to ABC Piping Co. and the Department of Public Works agrees with this recommendation.

The City of Sandusky's Local Preference Policy could not be used to evaluate the bids due to the locations of the bidders businesses.

BUDGETARY INFORMATION: The estimated cost of the project based on bids, including engineering, inspection, advertising, and miscellaneous costs is \$1,045,507.10 will be paid with Sewer Funds.

ACTION REQUESTED: It is requested that an Ordinance be awarded for the construction contract to ABC Piping Co. Brooklyn Heights, Ohio in the amount of \$950,461.00 and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City in order to allow the contractor to be able to complete the project by the contract completion date of May of 2019.

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 A CONTRACT WITH ABC PIPING CO., OF BROOKLYN HEIGHTS, OHIO, FOR THE VENICE ROAD PUMP STATION IMPROVEMENTS PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Venice Road Pump Station Improvements Project involves improvements to the pump station to replace all three (3) existing pumps including a new generator, and electrical and mechanical systems; and

WHEREAS, this City Commission authorized and directed the City Manager to enter into an agreement for Professional Design Services with Jones & Henry Engineers, Ltd., of Toledo, Ohio, for the Venice Road Pump Station Improvements Project by Resolution No. 16-213, passed on November 28, 2016; and

WHEREAS, this City Commission declared the necessity to proceed with the proposed Venice Road Pump Station Improvements Project by Resolution No. 001-18R, passed on January 8, 2018; and

WHEREAS, upon public competitive bidding as required by law two (2) appropriate bids were received and the bid from ABC Piping Co., of Brooklyn Heights, Ohio, was determined to be the lowest and best bid; and

WHEREAS, the City's consultant on this project, Jones & Henry Engineers, Ltd. has reviewed the bids and recommends awarding the project to ABC Piping Co. and the Department of Public Works agrees with this recommendation; and

WHEREAS, the total estimated cost of this project based on bids, including engineering, inspection, advertising and miscellaneous costs is \$1,045,507.10 and 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 allow the contractor to complete the project by the contract completion date of May in 2019; and

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

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

Section 1. The City Manager is authorized and directed to enter into a contract with ABC Piping Co., of Brooklyn Heights, Ohio, for the Venice Road Pump

Station Improvements Project in an amount **not to exceed** Nine Hundred Fifty Thousand Four Hundred Sixty One and 00/100 Dollars (\$950,461.00) consistent with the bid submitted by ABC Piping Co., of Brooklyn Heights, Ohio, currently on file in the office of the Director of Public Works.

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

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

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

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

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

Passed: February 12, 2018



DEPARTMENT OF PUBLIC WORKS

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

TO: Eric Wobser, City Manager

FROM: Todd Gibson, Properties and Facilities Superintendent

DATE: January 30, 2018

SUBJECT: Commission Item – Forestry 1 ton Crane and Dump Body

ITEM FOR CONSIDERATION: It is requested that the City Commission authorize legislation to approve the purchase of a Ferrari 551R-A3 crane and Galion stainless steel dump body for the Division of Forestry from Kalida Trucking in the amount of \$50,000.00.

BACKGROUND INFORMATION: The City of Sandusky issued an RFP on November 1, 2017 for the crane and dump body that will be installed on a 2017 F-550 cab and chassis that was purchased by the city earlier this year.

Three (3) proposals were received and evaluated by a selection committee who determined that the proposal from Kalida Truck Equipment, Inc. of Walbridge, Ohio was the lowest and best bid.

The Ferrari crane is stronger and has a longer reach than the crane that is currently used by the Division of Forestry. Kalida Trucking will be responsible for the installation of both the crane and dump body on the provided F-550 cab and Chassis, which is included in the bid price.

BUDGET IMPACT: The total cost for the purchase is \$50,000.00 and will be paid with Capital Projects Funds. This project was made possible through Issue 8 funds.

ACTION REQUESTED: It is requested that the proper legislation be prepared to purchase the Ferrari crane and Galion dump body from Kalida Truck Equipment, Inc. of Walbridge, Ohio. The purchase is for the Public Works Department Division of Forestry in an amount not to exceed \$50,000.00. It is further requested that the legislation be passed under suspension of the rules in full accordance with Section 14 of City Charter to allow the crane and dump body to be ordered and mounted to the 2017 F550 Cab & Chassis as soon as possible as the truck to be replaced needs overhauled and will then be placed back into service as a back-up.

I concur with this recommendation:

Aaron Klein
Director of Public Works

Eric Wobser, City Manager

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

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXPEND THE FUNDS FOR THE PURCHASE AND INSTALLATION OF A FERRARI 551R-A3 CRANE AND GALION STAINLESS STEEL DUMP BODY FROM KALIDA TRUCK EQUIPMENT, INC., OF WALBRIDGE, OHIO, FOR THE DIVISION OF FORESTRY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Horticulture Services Department had a 1994 F450 truck with a crane and dump body that had exceeded its useful life expectancy and it was recommended to be replaced with a 2017 F550 Cab & Chassis truck that would be up-fitted with a hydraulic crane and dump bed to be used by the Forestry Division; and

WHEREAS, this City Commission approved the purchase of a 2017 F550 Cab & Chassis Truck from Valley Ford Truck of Cleveland, Ohio, through the State of Ohio Department of Administrative Services Cooperative Purchasing Program for the Horticulture Services Department by Ordinance No. 17-120, passed on June 12, 2017; and

WHEREAS, a Request for Proposals (RFP) was issued on November 1, 2017, for a crane and dump body to be installed on the 2017 F550 Cab & Chassis Truck in which three (3) proposals were received and evaluated by a selection committee who determined that the proposal from Kalida Truck Equipment, Inc., of Walbridge, Ohio, was the lowest and best; and

WHEREAS, the total cost for the purchase and installation of the Crane and Dump Body is \$50,000.00 and will be paid Issue 8 funds from the Capital Projects 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 to allow the crane and dump body to be ordered and mounted to the 2017 F550 Cab & Chassis as soon as possible as the truck to be replaced needs overhauled and will then be placed back into service as a backup; 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 the funds for the purchase and installation for a Ferrari 551R-A3 Crane and Galion Stainless Steel Dump Body from Kalida Truck Equipment, Inc., of Walbridge, Ohio, at an

amount **not to exceed** Fifty Thousand and 00/100 Dollars (\$50,000.00).

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

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

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

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

ATTEST:

KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: February 12, 2018

January 22, 2017

MEMORANDUM

TO: Eric Wobser, City Manager

FROM: Rick Wilcox, Fire Chief

RE: Commission Agenda Item

ITEM FOR CONSIDERATION: Requesting legislation authorizing the City Manager to purchase five (5) sets of Morning Pride Tails Turnout Gear, Fire Coats and Fire Pants from Warren Fire Equipment, Inc. of Warren, Ohio in the amount not to exceed **\$15,155.00**.

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

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

BUDGETARY INFORMATION: The total amount of this expenditure is **\$15,155.00** with each set costing \$3031.00. This purchase will be paid with monies from the EMS Fund.

ACTION REQUESTED: It is requested that the proper legislation be prepared to purchase five (5) sets of Morning Pride Tails Turnout Gear at a total cost of **\$15,155.00** from Warren Fire Equipment, Inc. of Warren, Ohio. It is further requested that this legislation take immediate effect in full accordance with section 14 of the City Charter to place the order prior to March 1, 2018 as there is a price increase after this date.

Approved:

I concur with this recommendation:

Rick Wilcox, Fire Chief

Eric L. Wobser, City Manager

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



6880 Tod Avenue • Warren, Ohio 44481-8628
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ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE FIVE (5) MORNING PRIDE TAILS TURNOUT GEAR, FIRE COAT AND PANT SETS THROUGH THE STATE OF OHIO, DEPARTMENT OF ADMINISTRATIVE SERVICES, COOPERATIVE PURCHASING PROGRAM FROM WARREN FIRE EQUIPMENT, INC., OF WARREN, OHIO, FOR USE IN THE FIRE DEPARTMENT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

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

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

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

WHEREAS, the total cost to purchase five (5) Morning Pride Fire Tails Turnout Gear, Coat and Pant Sets is \$15,155.00 and will be paid with EMS Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to allow the order to be placed immediately and prior to an increase in price effective on March 1, 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 Fire Department, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The City Manager is authorized and directed to purchase five (5) Morning Pride Tails Turnout Gear, Fire Coat and Pant sets through the State of

Ohio, Department of Administrative Services, Cooperative Purchasing Program, Schedule #800526, from Warren Fire Equipment, Inc., of Warren, Ohio, for use in the Fire Department at an amount **not to exceed** Fifteen Thousand One Hundred Fifty Five and 00/100 Dollars (\$15,155.00).

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

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

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

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

ATTEST:

KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: February 12, 2018

January 23, 2018

M E M O R A N D U M

TO: Eric Wobser, City Manager
FROM: Rick Wilcox, Fire Chief
RE: Commission Agenda Item

ITEM FOR CONSIDERATION: Requesting legislation authorizing the City Manager to purchase one (1) Lucas 3.0 Chest Compression System from Physio-Control, Inc. of Redmond, WA through the Ohio Department of Administrative Services Cooperative Purchasing program State of Ohio schedule contract #800252 in an amount not to exceed **\$15,451.00**.

BACKGROUND INFORMATION: When performing manual CPR the paramedics have to switch out personnel performing the compressions as performing CPR can cause fatigue which can result in some delayed compressions. The Lucas 3.0 Chest Compression System allows for continuous chest compression with no interruptions as it delivers automatic CPR in a cardiac situation. The Fire Department currently has two (2) Lucas Chest Compression Systems in service and the machines have had positive effects on the outcome of the patient. Purchasing one more Lucas Chest Compression System would allow us to have one machine on each one of our ambulances.

BUDGETARY INFORMATION: The total amount for the Lucas 3.0 Chest Compression System purchase is **\$15,451.00** through the Ohio Cooperative Purchasing Program State of Ohio schedule contract #800252. The funds for this purchase will be paid out of the EMS account.

ACTION REQUESTED: It is requested that the proper legislation be prepared to purchase one (1) Lucas 3.0 Chest Compression System from Physio-Control, Inc. of Redmond, WA through the Ohio Cooperative Purchasing Program State of Ohio schedule contract #800252 in an amount not to exceed **\$15,451.00**. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter as the quote expires on February 28, 2018.

Approved:

I concur with this recommendation:

Rick Wilcox, Fire Chief

Eric Wobser, City Manager

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



Physio-Control, Inc
11811 Willows Road NE
P.O. Box 97006
Redmond, WA 98073-9706 U.S.A.
www.physio-control.com
tel 800.442.1142
Sales Order fax 800.732.0956
Service Plan fax 800.772.3340

To SANDUSKY FD
Attn: Adam Butler, Capt.
222 MEIGS ST
SANDUSKY, OH 44870
(419) 627-5822
abutler@ci.sandusky.oh.us

Quote Number 00109888
Revision # 1
Created Date 1/18/2018
Sales Consultant Jason C. Roberts
(330) 697-4428
jason.c.roberts@stryker.com
FOB Destination
Terms All quotes subject to credit approval and the following terms and conditions
NET Terms NET 30

Contract State of OH #800252 - 2017

Expiration Date 2/28/2018

Product	Product Description	Quantity	List Price	Unit Discount	Unit Sales Price	Total Price
11576-000060	LUCAS Battery Desk-Top Charger	1.00	1,195.00	-259.00	936.00	936.00
11576-000071	LUCAS Power Supply	1.00	379.00	-82.20	296.80	296.80
11576-000080	LUCAS 3 Battery - Dark Grey - Rechargeable LiPo	2.00	730.00	-160.40	569.60	1,139.20
99576-000043	LUCAS 3.0 Chest Compression System INCLUDES HARD SHELL CASE, SLIM BACK PLATE, TWO (2) PATIENT STRAPS, (1) STABILIZATION STRAP, 2 SUCTION CUPS, 1 RECHARGEABLE BATTERY, AND INSTRUCTIONS FOR USE WITH EACH DEVICE.	1.00	15,950.00	-2,871.00	13,079.00	13,079.00

Subtotal USD 15,451.00

Estimated Tax USD 0.00

Estimated Shipping & Handling USD 0.00

Tax will be calculated at time of invoice and is based on the Ship To location where product will be shipped.

Grand Total USD 15,451.00

Pricing Summary Totals

List Price Total USD 18,984.00

Total Contract Discounts Amount USD -3,533.00

Total Discount USD 0.00

Trade In Discounts USD 0.00

Tax + S&H USD 0.00

GRAND TOTAL FOR THIS QUOTE

USD 15,451.00

Please provide a company issued Purchase Order that includes Billing and Shipping Address.

PO must reference payment terms of Net 30 days.

- OR -

Required information if no Purchase Order is provided

Billing Address <input type="checkbox"/> same as address on quote	Shipping Address <input type="checkbox"/> same as Billing Address
Account Name	Account Name
Address	Address
City	City
State	State
Zip Code	Zip Code
Accounts Payable Contact Information	
Accounts Payable Contact	Accounts Payable Phone Number
Accounts Payable Email	Customer is Tax Exempt? <input type="checkbox"/> Yes <input type="checkbox"/> No
Authorized Customer Signature	
Name	Signature
Title	Date

Optional information:

Special Ship to Address

Comments

For Multiple End Users, please attach a supporting document with End User name, physical location, product type and quantity

To update any customer information, please complete form at www.physio-control.com/account/

Reference Number JR/02814802/144606

General Terms for all Products, Services and Subscriptions.

Physio-Control, Inc. ("Physio") accepts Buyer's order expressly conditioned on Buyer's assent to the terms set forth in this document. Buyer's order and acceptance of any portion of the goods, services or subscriptions shall confirm Buyer's acceptance of these terms. Unless specified otherwise herein, these terms constitute the complete agreement between the parties. Amendments to this document shall be in writing and no prior or subsequent acceptance by Seller of any purchase order, acknowledgment, or other document from Buyer specifying different and/or additional terms shall be effective unless signed by both parties.

Pricing. Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services unless Physio receives a copy of a valid exemption certificate prior to delivery. Discounts may not be combined with other special terms, discounts, and/or promotions.

Payment. Payment for goods and services shall be subject to approval of credit by Physio. Unless otherwise specified by Physio in writing, the entire payment of an invoice is due thirty (30) days after the invoice date for deliveries in the USA, and sight draft or acceptable (confirmed) irrevocable letter of credit is required for sales outside the USA.

Minimum Order Quantity. Physio reserves the right to charge a service fee for any order less than \$200.00.

Patent Indemnity. Physio shall indemnify Buyer and hold it harmless from and against all demands, claims, damages, losses, and expenses, arising out of or resulting, from any action by a third party against Buyer that is based on any claim that the services infringe a United States patent, copyright, or trademark, or violate a trade secret or any other proprietary right of any person or entity. Physio's indemnification obligations hereunder will be subject to (i) receiving prompt written notice of the existence of any claim; (ii) being able to, at its option, control the defense and settlement of such claim (provided that, without obtaining the prior written consent of Buyer, Physio will enter into no settlement involving the admission of wrongdoing); and (iii) receiving full cooperation of Buyer in the defense of any claim.

Limitation of Interest. Through the purchase of Physio products, services, or subscriptions, Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products or services, and Buyer expressly agrees not to reverse engineer or decompile such products or related software and information.

Delays. Physio will not be liable for any loss or damage of any kind due to its failure to perform or delays in its performance resulting from an event beyond its reasonable control, including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Physio's inability to obtain goods from its usual sources.

Limited Warranty. Physio warrants its products and services in accordance with the terms of the limited warranties located at <http://www.physio-control.com/Documents/>. The remedies provided under such warranties shall be Buyer's sole and exclusive remedies. Physio makes no other warranties, express or implied, including, without limitation, **NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.**

Compliance with Confidentiality Laws. Both parties acknowledge their respective obligations to maintain the security and confidentiality of individually identifiable health information and agree to comply with applicable federal and state health information confidentiality laws.

Compliance with Law. The parties agree to comply with any and all laws, rules, regulations, licensing requirements or standards that are now or hereafter promulgated by any local, state, and federal governmental authority/agency or accrediting/administrative body that governs or applies to their respective duties and obligations hereunder.

Regulatory Requirement for Access to Information. In the event 42 USC § 1395x(v)(1)(I) is applicable, Physio shall make available to the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of these terms, such books, documents and records as are necessary to certify the nature and extent of the costs of the products and services provided by Physio.

No Debarment. Physio represents and warrants that it and its directors, officers, and employees (i) are not excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 USC § 1320a-7b(f); (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services; and (iii) are not under investigation which may result in Physio being excluded from participation in such programs.

Choice of Law. The rights and obligations of Physio and Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the state where Buyer is located. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorney's fees, shall be reimbursed by the other party.

Additional Terms for Purchase and Sale of Products.

In addition to the General Terms above, the following terms apply to all purchases of products from Physio:

Delivery. Unless otherwise specified by Physio in writing, delivery shall be FOB Physio point of shipment and title and risk of loss shall pass to Buyer at that point. Partial deliveries may be made and partial invoices shall be permitted and shall become due in accordance with the payment terms. In the absence of shipping instructions from Buyer, Physio will obtain transportation on Buyer's behalf and for Buyer's account. Delivery dates are approximate. Freight is pre-paid and added to Buyer's invoice. Products are subject to availability.

Inspections and Returns. Within 30 days of receipt of a shipment, Buyer shall notify Physio of any claim for product damage or nonconformity. Physio, at its sole option and discretion, may repair or replace a product to bring it into conformity. Return of any product shall be governed by the Returned Product Policy located at <http://www.physio-control.com/Documents/>. Payment of Physio's invoice is not contingent on immediate correction of nonconformities.

No Resale. Buyer agrees that products purchased hereunder will not be resold to third parties and will not be reshipped to any persons or places prohibited by the laws of the United States of America.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE ONE (1) LUCAS 3.0 CHEST COMPRESSION SYSTEM FROM PHYSIO CONTROL, INC. OF REDMOND, WASHINGTON, THROUGH THE STATE OF OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES COOPERATIVE PURCHASING PROGRAM; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Lucas Chest Compression System allows for continuous chest compression without interruptions as it delivers automatic CPR in a cardiac situation and the Fire Department currently has two (2) Lucas Chest Compression Systems in service which have positively affected the outcome for patients receiving CPR and this purchase would allow the Fire Department to have one (1) machine on each of their ambulances; and

WHEREAS, the Chest Compression System is available through the State of Ohio Cooperative Purchasing Program from Physio-Control, Inc., of Redmond, Washington, thereby allowing local political subdivisions to purchase items that have been competitively bid from the successful state vendor giving the City the benefit of the State's negotiated price and eliminating the necessity of formal bidding; and

WHEREAS, the total cost of the Lucas 3.0 Chest Compression System is \$15,451.00, and will be paid with EMS Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to allow the chest compression system to be ordered at the quoted price which expires on February 28, 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 Fire Department, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The City Manager be and hereby is authorized and directed to purchase one (1) Lucas 3.0 Chest Compression System through the State of Ohio Department of Administrative Services Cooperative Purchasing Program from Physio Control Inc., of Redmond, Washington, at an amount **not to exceed** Fifteen Thousand Four Hundred Fifty One and 00/100 Dollars (\$15,451.00).

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

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

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

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

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

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

Passed: February 12, 2018



To: Eric Wobser, City Manager

From: Victoria Schaefer, Recreation Superintendent,
Jason Werling, Recreation Program Supervisor

Date: January 23, 2018

Subject: Commission Agenda Item

ITEMS FOR CONSIDERATION: Requesting legislation ratifying the submission of a grant application to the Ohio Department of Natural Resources (ODNR) - Office of Coastal Management for financial assistance through the FY 2019 Coastal Management Assistance Grant Program for the Paddle Sandusky: Improving Non-Motored Boating Access Project for the Recreation Department.

BACKGROUND INFORMATION:

- ODNR- Office of Coastal Management – Application for matching funds for Paddle Sandusky: Improving Non-Motored Boating Access Project. The project will add kayak, canoe, paddleboard public access to three sites along Sandusky Bay in the City of Sandusky including the Shelby Street Boat Ramp, Shoreline Park, and the Sadler Sailing Basin. The project will include conceptual drawings of public access launches for Kiwanis and Lions Park and feasibility of launches on Mills and Pipe Creeks in the city.

BUDGETARY INFORMATION: The estimated cost of the project is \$179,173 of which \$88,750 will initially be paid with City funds and then reimbursed through the grant program and the remaining balance of \$90,423 will be paid with a collaboration of funds from the city, Paddle & Climb and Adaptive Adventures. A requirement of the grant is that the City provide at least a 50% match.

ACTION REQUESTED: It is requested that the proper legislation be prepared to allow for the approval of the application to be submitted to ODNR: Office of Coastal Management. It is further requested that this be passed to take immediate effect in accordance with Section 14 of the City Charter in order to immediately ratify the submission of the grant application which was submitted to ODNR Office of Coastal Management by the deadline of January 5, 2018.

I concur with this recommendation.

Victoria Schaefer
Recreation Superintendent

Approved:

Eric Wobser
City Manager

RESOLUTION NO. _____

A RESOLUTION APPROVING AND RATIFYING THE SUBMISSION OF A GRANT APPLICATION TO THE OHIO DEPARTMENT OF NATURAL RESOURCES, OFFICE OF COASTAL MANAGEMENT FOR FINANCIAL ASSISTANCE THROUGH THE FY 2019 COASTAL MANAGEMENT ASSISTANCE GRANT PROGRAM FOR THE PADDLE SANDUSKY: IMPROVING NON-MOTORED BOATING ACCESS PROJECT FOR THE RECREATION DEPARTMENT; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the State of Ohio, through the Ohio Department of Natural Resources, office of Coastal Management, administers financial assistance for coastal management purposes, through the Ohio Coastal Management Program; and

WHEREAS, the Paddle Sandusky: Improving Non-Motored Boating Access Project involves adding kayak, canoe, and paddleboard public access to three (3) sites along the Sandusky Bay at the Shelby Street Boat Launch Ramp, Shoreline Park, and the Sadler Sailing Basin and includes conceptual drawings for launches for Kiwanis Park and Lions Park and the feasibility of launches on Mills Creek and Pipe Creek; and

WHEREAS, the estimated cost of the project is \$179,173.00 of which \$88,750.00 will initially be paid with City funds and then reimbursed through the program; the City is required to provide at least a 50% match and therefore the remaining balance of \$90,423.00 will be paid with a collaboration of funds from the City, Paddle & Climb, and Adaptive Adventures; 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 ratify the submission of the grant application which was submitted to the Ohio Department of Natural Resources, Office of Coastal Management by the deadline of January 5, 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 Recreation, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio, finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Resolution** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter; and NOW, THEREFORE

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

Section 1. This City Commission hereby approves and ratifies the submission of a grant application to the Ohio Department of Natural Resources, Office of Coastal Management for financial assistance through the FY 2019 Coastal

Management Assistance Grant Program and authorizes and directs the City Manager to provide all information and documentation required to become eligible for possible funding assistance and to execute any grant agreements and lawfully expend funds consistent with the application and agreement should they be awarded.

Section 2. The City of Sandusky agrees to obligate the funds required to satisfactorily complete the proposed Paddle Sandusky: Improving Non-Motored Boating Access Project and become eligible for reimbursement under the terms and conditions of the Coastal Management Assistance Grants Program.

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

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

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

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

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

Passed: February 12, 2018



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: Tim Bergeman, Transit Administrator

DATE: January 25, 2018

SUBJECT: TO REQUEST PERMISSION TO DISPOSE OF VEHICLES NO LONGER IN SERVICE WITH THE SANDUSKY TRANSIT SYSTEM

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

BACKGROUND INFORMATION: The vehicles and items listed below have been determined by the Transit Administrator, based on ODOT Guidelines, to be beyond their useful life or of no use to the City and is recommending that the vehicles 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 governmental entities.

1999 Gillig Heavy-Duty Large Bus, 586,797 miles, VIN - 15GGD2116X1089381. This vehicle was purchased used and went into service in October of 2014 for the operation of the public transportation.

1999 Gillig Heavy-Duty Large Bus, 514,290 miles, VIN - 15GGD211XX1089383. This vehicle was purchased used and went into service in October of 2014 for the operation of the public transportation.

1999 Gillig Heavy-Duty Large Bus, 541,285 miles, VIN - 15GGD2111X1089384. This vehicle was purchased used and went into service in October of 2014 for the operation of the public transportation.

BUDGETARY INFORMATION: Proceeds from the sale of the items will be go to the Rural Transit Fund as Non-Transportation Revenue, which will be matching funds for the Rural Transit Grant.

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 buses that are no longer in service to be placed on the internet and sold at the earliest opportunity to continue with good housekeeping practices.

Eric Wobser
City Manager

Angela Byington
Director of Planning

Tim Bergeman
Transit Administrator

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO DISPOSE OF BUSES 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 buses used by the Sandusky Transit System have been determined by the Transit Administrator, based upon guidelines from the Ohio Department of Transportation, to be beyond their useful life and/or of no use to the City and it is being recommended that these buses 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>
1999 Gillig Heavy-Duty Large Bus	15GGD2116X1089381	586,797
1999 Gillig Heavy-Duty Large Bus	15GGD211XX1089383	514,290
1999 Gillig Heavy-Duty Large Bus	15GGD2111X1089384	541,285

WHEREAS, the proceeds from the sale of the buses will be placed into the Rural Transit Fund as non-transportation revenue and used for matching funds for the Rural Transit Grant; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to allow for the depreciating buses that are no longer in service 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 Sandusky Transit System, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. This City Commission finds and determines that the three (3) buses 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 three (3) buses no longer needed for City purposes through internet auction with the proceeds from the sale of the buses to be placed in the Transit Capital Replacement 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: February 12, 2018



PLANNING DEPARTMENT

222 Meigs Street
Sandusky, Ohio 44870
419.627.5832
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Angela Byington, Planning Director

Date: January 26, 2018

Subject: Authorization to purchase two (2) Transit Vehicles through Ohio Department of Transportation Cooperative Purchasing Program

Item for Consideration: Purchase of one (1) Light Transit Vehicle from Bus Service, Inc., of Canal Winchester, Ohio and one (1) Light Transit Low Floor Vehicle from American Bus and Accessories, Inc., of Cincinnati, Ohio, through the Ohio Department of Transportation Cooperative Purchasing Program for use by the Sandusky Transit System.

Purpose: To authorize payment of the City's local match to the Ohio Department of Transportation for purchase of two (2) Transit Vehicles.

Background Information: The City was authorized to file the CY 2018 Bus and Bus Facilities Program Grant in September of 2017 for the Sandusky Transit System through Resolution 048-17. The resolution stated that two (2) Light Transit vehicles would be purchased. Through the application process it was determined that the City would purchase one (1) Light Transit Vehicles and (1) Light Transit Low Floor vehicle. The Light Transit Low Floor vehicle, although more expensive, provides easier access for riders as the vehicle entrance is much lower. The City was awarded funds in the amount of \$112,728.

The total cost of the two (2) vehicles is \$148,148. The City's local share is \$35,420. The ODOT program requires the City to provide ODOT a check for the local share and once received, ODOT works with the vendor(s) chosen by the City, from the ODOT prequalified list for order and delivery.

Budgetary Impact: The impact to the Transportation Capital Replacement fund will be \$35,420 and will occur when the fund balance exceeds the proposed expenditure.

Action Requested: It is requested that legislation be passed authorizing the purchase of two (2) transit vehicles for the Sandusky Transit System. It is further requested that this legislation be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter, in order, to expedite the purchase of the vehicles to continue capacity for riders of the Sandusky Transit System.

I concur with this recommendation:

Eric Wobser
City Manager

cc: Kelly Kresser, Clerk of City Commission
Hank Solowiej, Finance Director
Justin Harris, Law Director
Tim Bergeman, Transit Administrator

Angela Byington
Planning Director



U.S. Department of Transportation
Federal Transit Administration



FACT SHEET:
GRANTS FOR BUS AND BUS FACILITIES
SECTION 5339

Program Component	FY 2015/ MAP-21	FY 2016 (in millions)	FY 2017 (in millions)	FY 2018 (in millions)	FY 2019 (in millions)	FY 2020 (in millions)
Formula	\$427.80	\$427.80	\$436.36	\$445.52	\$454.96	\$464.61
Bus Discretionary	n/a	\$213.00	\$228.60	\$246.51	\$267.06	\$289.04
Low & No Emissions Discretionary	n/a	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00
5339 Program TOTAL	\$427.8	\$695.80	\$719.96	\$747.03	\$777.02	\$808.65

Purpose

The Grants for Buses and Bus Facilities program (49 U.S.C. 5339) makes Federal resources available to States and designated recipients to replace, rehabilitate and purchase buses and related equipment and to construct bus-related facilities including technological changes or innovations to modify low or no emission vehicles or facilities. Funding is provided through formula allocations and competitive grants. A sub-program provides competitive grants for bus and bus facility projects that support low and zero-emission vehicles.

Statutory References

49 U.S.C. Section 5339 / FAST Act Section 3017

Program Guidance: [FTA Circular C 5100.1 Bus and Bus Facilities Program: Guidance and Application Instructions.](#)

Eligible Recipients

- Eligible Recipients include designated recipients that operate fixed route bus service or that allocate funding to fixed route bus operators; and State or local governmental entities that operate fixed route bus service that are eligible to receive direct grants under 5307 and 5311.
- Subrecipients: An eligible recipient that receives a grant under the formula or discretionary programs may allocate amounts from the grant to subrecipients that are public agencies or private nonprofit organizations engaged in public transportation.

Eligible Activities

- Capital projects to replace, rehabilitate and purchase buses, vans, and related equipment, and to construct bus-related facilities, including technological changes or innovations to modify low or no emission vehicles or facilities.

What's Changed?

- State and local government entities that operate fixed route bus service and that are eligible to receive direct grants under 5307 and 5311 may now be direct recipients of Section 5339 funds, regardless of their designated recipient status.
- Two discretionary components have been added to the program: A bus and bus facilities competitive program based on asset age and condition, and a low or no emissions bus deployment program. A solicitation of proposals for competitive funding including requirements and procedures will be published in an annual Notice of Funding Availability (NOFA) as soon as possible.
- A new pilot provision allows designated recipients in urbanized areas between 200,000 and 999,999 in population to participate in voluntary state pools to allow transfers of formula funds between designated recipients from FY 2016 through FY 2020.
- Allows states to submit statewide applications for bus needs.
- The minimum state allocation under the formula was raised to \$1.75M from \$1.25M; the territory allocation was unchanged.
- Grantees may use up to 0.5% of their 5339 allocation on Workforce Development activities.

Funding

- Federal Share: The Federal share is not to exceed 80 percent of the net project cost.
- Formula Details
 - National Distribution – \$90.5 million will be allocated each year among all States and territories, with each state receiving \$1.75 million and each territory (including D.C. and Puerto Rico) receiving \$500,000.
 - Apportionment Formula – The remainder of program funds will be apportioned based on population and service factors using the Section 5307 Urbanized Area Formula Program apportionment formula.
- Period of Availability: Funds are available for three years after the fiscal year in which the amount is apportioned.

For Additional Information on FTA and the FAST Act, please visit: www.fta.dot.gov/fastact

RESOLUTION NO. 048-17R

A RESOLUTION AUTHORIZING THE FILING OF A GRANT APPLICATION WITH THE OHIO DEPARTMENT OF TRANSPORTATION THROUGH THE US DOT FEDERAL TRANSIT ADMINISTRATION (FTA) FOR THE CY 2018 BUS AND BUS FACILITIES PROGRAM GRANT FOR THE SANDUSKY TRANSIT SYSTEM; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Bus and Bus Facilities Grant Program, as authorized by the Federal Transit Administration, 49, USC Section 5311, makes federal resources available to states and direct recipients to replace, rehabilitate and purchase buses and related equipment and to construct bus-related facilities including technological changes or innovations to modify low or no emission vehicles or facilities; and

WHEREAS, the Ohio Department of Transportation (ODOT) administers Ohio's Buses and Bus Facilities Program (49 USC Section 5339) on behalf of the Federal Transit Administration (FTA); and

WHEREAS, the contract for financial assistance will impose certain obligations upon the applicant, including the provision by it of the local share of the project costs in the program; and

WHEREAS, it is required by the U.S. Department of Transportation in accordance with the provisions of Title VI of the Civil Rights Act of 1964, that in connection with the filing of an application for assistance under 49 USC Section 5339 the City give an assurance that it will comply with Title VI of the Civil rights Act of 1964 and the U.S. Department of Transportation requirements thereunder; and

WHEREAS, it is the goal of the City that disadvantaged business enterprise be used to the fullest extent possible in connection with any projects, and that definite procedures shall be established and administered to ensure that disadvantaged businesses shall have the maximum construction contracts, supplies, equipment contracts, or consultant and other services; and

WHEREAS, the City of Sandusky will be applying for financial assistance in the amount of \$112,728.00 for the purchase of two (2) new transit vehicles; and

WHEREAS, if awarded, the required local matching funds in the amount of \$12,525.00 will be paid with Transportation Contract Revenue; 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 file a grant application with the Ohio Department of Transportation for Bus and Bus Facilities Program Grant funds by the submission deadline of October 6, 2017; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of Municipal Departments, including the 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 **Resolution** be declared an emergency measure which will take immediate effect in

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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 City Manager is hereby authorized to execute and file a grant application on behalf of the City of Sandusky with the Ohio Department of Transportation for the Bus and Bus Facilities Program to aid in the financing of transit vehicles pursuant to 49 USC. Section 5339 and the Ohio Public Transportation Grant Program for the Sandusky Transit System and to execute any contracts or agreements on behalf of the City and lawfully expend funds consistent with the application should they be awarded.

Section 2. The City Manager is authorized to execute and file with the City's application any assurances or any other documentation required by the U.S. Department of Transportation effectuating the purposes of Title VI of the Civil Rights Act of 1964.

Section 3. The City Manager is authorized to furnish such additional information as the Ohio Department of Transportation may require in connection with the City's applications submitted to the Federal Transit Administration and to set forth and execute affirmative disadvantaged business policies in connection to any procurement made as part of the project.

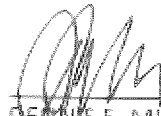
Section 4. If any section, phrase, sentence, or portion of this Resolution is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining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

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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: September 25, 2017



OHIO DEPARTMENT OF TRANSPORTATION

CENTRAL OFFICE • 1980 WEST BROAD STREET • COLUMBUS, OH 43223
JOHN R. KASICH, GOVERNOR • JERRY WRAY, DIRECTOR

December 11, 2017

Eric Wobser, City Manager
City of Sandusky
222 Meigs Street
Sandusky, OH 44870

Dear Mr Wobser:

BUS AND BUS FACILITIES CONTRACT NO.: 081-BABF-18-0200

The Ohio Department of Transportation (ODOT) is pleased to inform you that \$112,728 has been awarded to the City of Sandusky for the 2018 Bus and Bus Facilities Program.

The grant is for \$0 in federal funds and \$0 in state funds for eligible operating expenses and \$112,728 in federal funds for the total of all capital items funded for the period January 1, 2018 through December 31, 2018.

Milestone dates submitted in the Grantees proposal will be used to monitor project progress. Grantees not meeting milestone dates risk the withdrawal of State and Federal funds.

Please sign the enclosed contract and return the original to ODOT, Office of Transit, Mail Stop 3110 within 30 days of receipt. The ODOT Director will then sign your contract and an executed contract will be sent to you.

We look forward to working with you on this project. Please contact your ODOT Transit representative if you require additional information.

Respectfully,

A handwritten signature in cursive script, appearing to read "Charles Dyer", is written over a horizontal line.

Charles Dyer
Administrator
Office of Transit

C: Angela Byington, Sandusky Transit System



Ohio Department of Transportation

5339 BUS & BUS FACILITIES DISCRETIONARY GRANT PROGRAM

2018 GRANT CONTRACT

BETWEEN THE

CITY OF SANDUSKY

AND THE

**STATE OF OHIO
DEPARTMENT OF TRANSPORTATION**

CONTRACT NO. 081-BABF-18-0200

STATE OF OHIO, DEPARTMENT OF TRANSPORTATION
OFFICE OF TRANSIT
1980 W. BROAD ST., COLUMBUS, OH 43223
49 U.S.C. SECTION 5339 BUS & BUS FACILITIES GRANT NO. OH-2017-052
CFDA # 20.526

In consideration of the mutual covenants, promises, representations and warranties set forth herein, the State of Ohio,
Department of Transportation and the City Of Sandusky agree as follows:

ARTICLE 1

DEFINITIONS

Act: the Federal Transit Act of 1964, as amended.

ADA: Americans with Disabilities Act, as amended, civil rights legislation which guarantees access to public services and facilities, including transportation, to ADA-eligible persons.

Administrator: the Administrator of the Office of Transit.

C.F.R.: the Code of Federal Regulations.

Capital Expense: the costs involved in acquisition, construction, and improvement of public transit facilities and equipment needed for a safe, efficient, and coordinated public transportation system.

Contract: this signed agreement between ODOT and the Grantee.

Criteria: the Rural Transit Program Manual and Proposal Instructions.

DBE: a Disadvantaged Business Enterprise whose small business is at least 51 percent owned by one or more socially and economically disadvantaged individuals and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

Director: the Director of ODOT.

Eligible Proposer: a public entity or Private Nonprofit Corporation within a non-urbanized area, further defined in the Criteria, and which submits a proposal.

Eligible Assistance: expenditure categories that may be reimbursed through the Program including Capital and Operating Expenses.

FTA: the Federal Transit Administration of US DOT.

Federal Share: the funding provided by FTA.

Federal Transit Laws: The Mass Transportation Codified Laws as promulgated under 49 U.S.C. Chapter 53, Sections 5301-5338.

Final Audit: the financial and program statement of all funding sources used in the completion of the Project conducted in accordance with A-133 as applicable.

Fiscal Year: unless otherwise specified, the State of Ohio fiscal year, July 1 through June 30.

Grant: the agreement between FTA and ODOT that includes this Contract.

Grant Funds: Program funds awarded to the Grantee.

Grantee: the City Of Sandusky.

Invoice: a request made by the Grantee for reimbursement of Project expenses.

Manual: the Rural Transit Program Manual used by ODOT to administer the Program.

Net Project Cost: the portion of the eligible Operating Expenses or Total Project Cost which cannot be reasonably financed from revenues.

ODOT: the Ohio Department of Transportation, 1980 West Broad St., Mail Stop 3110, Columbus, OH 43223.

Office: the Office of Transit in ODOT which administers the Program.

Ohio Public Transportation Grant Program: a grant program authorized by Section 5501.07 of the Ohio Revised Code which provides state matching grants for US DOT grants.

OMB: the Office of Management and Budget of the United States.

Operating Expense: the costs directly related to system operations which may be broken down into operating and administration.

Private Nonprofit Provider: an Ohio not-for-profit corporation as defined in Chapter 1702 of the Ohio Revised Code.

Private Transportation Provider (Contractor): any private, for profit operator, including but not limited to taxi companies, bus companies, and paratransit operators.

Programs: FTA 49 U.S.C. SECTION 5339 as authorized by the Federal Transit Laws.

Projects: The projects funded by this Contract identified as
Rural Contract No. 081-BABF-18-0200.

Proposal: a request by an Eligible Applicant for funding under 49 U.S.C. Section 5339 containing all necessary information and meeting all requirements set forth in the Criteria, and submitted to ODOT.

Public Transportation System: a publicly owned or operated transportation system using buses, rail vehicles, or other surface conveyances to provide a transportation service to the general public on a regular and continuing basis.

Rural Allocation: operating funds provided annually to Rural Transit Grantees by ODOT.

Section 5339: Reference to 49 U.S.C., Financial Assistance for Other than Urbanized Areas, formerly known as Section 18 of

the Federal Transit Act.

Service Area: Erie County, Ohio.

Standard Assurances: the assurances enumerated in FTA Circular 9040.1G as included in the Manual.

State: the State of Ohio.

State Share: an amount provided by the State for a capital or operating grant.

Total Project Cost: the sum of all capital items or operating expenses for which funding is approved.

Transit Service: The portion of service provided by Public Transportation Systems which is eligible for Grant Funds and for which a fare is charged. It must be operated primarily for, and advertised to, the general public over specifically designated routes or within a designated geographic area no less frequently than once each week. The service may be either Fixed-Route or Demand-Responsive and must be provided with vehicles designed for transporting nine or more seated adult passengers, or provided as part of a 49 USC Section 5339 funded project. Specialized Transportation Service is not Transit Service.

Nonurban Area Formula Programs : sections of the Federal Transit Act which authorizes operating and capital assistance for the provision of Transit Service.

US DOT: the United States Department of Transportation or any of its administrations.

US DOT Grant: a grant issued by US DOT under Section 5303, 5307, 5309, or 5339 of the Federal Transit laws or any other grant for transit assistance approved pursuant to Title 23 of the U.S. Code.

ARTICLE II

SECTION 1: PURPOSE OF CONTRACT

- 1.1 The purpose of this Contract is to provide capital and/or operating financial assistance from US DOT and ODOT to the Grantee in accordance with 49 U.S.C. Section 5339 of the Federal Transit Laws and the Program.
- 1.2 The Grant Funds obtained through this Contract shall be used to provide a portion of the Total Project Cost for Capital Projects and/or for a portion of the Net Project Cost for Operating Projects in accordance with Section 2 of this Contract.

SECTION 2: SCOPE OF PROJECTS:

- 2.1 Capital: The Grantee shall apply all Capital Grant Funds provided under this Contract to the Total Project Cost incurred in the acquisition of Project equipment and/or construction of Project facilities listed below. The equipment and facilities shall be used in the provision of public transportation service within Erie County.

- 2.2 The Project description and costs are as follows:

FTA Line Item Code	Description	Federal Share	State Share	Local Share	Total
111215	Purchase Replacement Van	\$63,151	\$0	\$0	\$63,151
111215	Purchase Replacement Van	\$49,577	\$0	\$0	\$49,577
		\$112,728	\$0	\$0	\$112,728

- 2.3 Operating: The Grantee shall apply all Operating Grant Funds provided under this Contract to the Operating Expenses incurred in the provision of public transportation service within Erie County, Ohio.

- 2.4 The Project description and costs are as follows:

FTA Line Item Code	Description	Federal Share	State Share	Local Share	Total
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- 2.5 Eligible Operating Expenses: The operating assistance shall be applied toward the Eligible Operating Expenses incurred during the time period of **January 01, 2018 to December 31, 2018**. These expenses may not exceed 50% of the net project costs unless otherwise determined.

SECTION 3: GRANT FUNDS

- 3.1 Capital: ODOT agrees that the Capital Grant Funds paid to the Grantee in accordance with this Contract shall consist of a Federal share in an amount not to exceed **One Hundred And Twelve Thousand Seven Hundred And Twenty-Eight Dollars (\$112,728)**. These expenses may not exceed 80% of the net project costs unless otherwise determined
- 3.2 The actual amount of Grant Funds the Grantee will receive shall be determined on the basis of capital Invoices submitted to ODOT, by Grantees of 49 U.S.C. Section 5339 of the Federal Transit Laws and of the Program. Payment of these expenses will not be reimbursed until all required supporting documentation has been received by the Office of Transit.

- 3.3 The Project equipment and facilities listed in Section 2 of this Contract must be purchased (or have a purchase order issued) to a manufacturer or vendor by **December 31, 2018**. Capital items not purchased or awarded by **December 31, 2018** become ineligible for Grant Funds through this Contract, except by written approval from ODOT.
- 3.4 Operating: ODOT agrees that the operating Grant Funds paid to the Grantee in accordance with this Contract shall consist of a Federal share in an amount not to exceed **No Dollars (\$0)** and a State share in an amount not to exceed **No Dollars (\$0)**.
- 3.5 The total amount of Grant funds the Grantee will receive shall be determined on the basis of Invoices for Operating Expenses submitted to ODOT, as allowed under Eligible Assistance in the Rural Transit Program Criteria and Proposal Instructions. Supporting documentation must be maintained by the grantee and made available to the FTA, ODOT, or their agents upon request.
- 3.6 Legislative or administrative action may reduce Program funds available to ODOT for administration of this Contract. In the event such action occurs at any time before ODOT has made final payment under this Contract, ODOT shall be relieved of its obligation to pay the amounts stated in paragraphs 3.1 and 3.4 and shall be required to pay only such amount as it may determine available.
- 3.7 This Contract is subject to prior certification by the Director of the Office of Budget and Management that there is a balance in the funds appropriated sufficient to meet the state's obligations under this contract, and that said balance is not already obligated to pay existing obligations. Payment of grant funds is subject to an appropriation and certification in accordance with requirements of ORC Section 126.07, as in effect on **7/1/2017 12:00:00AM**.
- 3.8 ODOT reserves the right to make partial payments on any Grant Contract when necessary to conform with appropriate levels and cash availability.

SECTION 4: METHOD OF PAYMENT

- 4.1 Capital: The Grantee shall submit to ODOT, the Office of Transit, a capital Invoice for items described in Section 2 of this Contract as they are purchased. For items other than vehicles, Grantee can submit only one Invoice per month following the purchase of the item(s). Vehicle invoices may be submitted up to 30 days prior to the anticipated vehicle delivery date. Upon receipt of an Invoice, ODOT will initiate the payment of the Grant Funds specified in Section 3 of this Contract, corresponding to the Eligible Capital Expense incurred by the Grantee which is identified on the Invoice.
- 4.2 Operating: ODOT will initiate up to eleven monthly Federal payments of the Grant Funds specified in Section 3 of this Contract. Each of the Federal payments will be adjusted with the submission and approval of the quarterly reconciliations made on the basis of Invoices submitted to ODOT at the end of each quarter by the Grantee. Accurate and complete documentation of all allowable expenses must be maintained by the Grantee and submitted to ODOT upon request. Each State payment will be up to one-half of the contract amount. The first half payment will be made in January and the last half payment will be made in late May. Federal and State payments may be withheld or reduced based on the Grantee's payment history, at ODOT's discretion, with quarterly reconciliations made on the basis of Invoices submitted to ODOT at the end of each quarter by the Grantee. ODOT will initiate the final Federal and State payment upon receiving the Grantee's final invoice.

SECTION 5: COMPLIANCE WITH FEDERAL, STATE AND LOCAL REQUIREMENTS

- 5.1 The Grantee and all Project Contractors shall fully comply with all federal, state, and local laws, rules, ordinances, executive orders, and other legal requirements as they apply to Public Transportation Systems and Transit Service. In accordance with federal law, the FTA Master Agreement, as revised, is incorporated herein by reference, and the signed Federal Certifications and Assurances that were submitted with Grantee's application are also incorporated herein by reference.
- 5.2 The Grantee shall comply with all existing and future federal, state, and municipal laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the contract, including but not limited to, the laws referred to in these provisions of the contract and the other contract documents. If the contract documents are at variance therewith in any respect, any necessary changes shall be incorporated by appropriate modification. Upon request, the Grantee shall furnish to ODOT, Office of Transit, certificates of compliance with all such laws, orders and regulations.
- 5.3 Contractor agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.
- 5.4 Contractor affirms that, as applicable to it, no party listed in Division (I) or (J) of Section 3517.13 of the Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to his campaign committees.
- 5.5 The Grantee shall immediately notify ODOT of any change in conditions or of local law or of any other event which may significantly affect its ability to perform the Projects in accordance with the provisions of this Contract.
- 5.6 ODOT hereby reserves the right to terminate the Projects and cancel this Contract if ODOT and US DOT agree that the continuation of the Projects would not justify further expenditure of Grant Funds or there is pending litigation which, in the opinion of ODOT and US DOT, may jeopardize the Grant Funds, the Contract between ODOT and US DOT, or the Projects.

SECTION 6: GOVERNING THE EXPENDITURE OF PUBLIC FUNDS ON OFFSHORE SERVICES:

- 6.1 The Grantee affirms to have read and understands Executive Order 2011-12K issued by Ohio Governor John Kasich and shall abide by those requirements in the performance of this Contract. Notwithstanding any other terms of this Contract, ODOT reserves the right to recover any funds paid for services the COMPANY performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided ODOT in this Contract.
- 6.2 The COMPANY agrees to complete the attached Executive Order 2011-12K Affirmation and Disclosure Form, which is incorporated and becomes a part of this Contract.

SECTION 7: REQUIRED INFORMATION AND DOCUMENTATION

- 7.1 The Grantee shall submit copies of all documents relating to this Contract, including all bids and financial reports, to the Administrator or his or her agents upon request or in accordance with the requirements of the Manual.
- 7.2 The Grantee shall:
- (a) Maintain and update a complete inventory of vehicles, equipment, and facilities used to provide public transportation in accordance with Chapter 9, Inventory and Disposition, of the Manual:

- (b) Submit a Four Year Capital and Operating Plan by March 31st to include the current year plan plus the next three years projections. EX: By March 31, 2018, each system will submit a 4 year plan in BlackCat that would include 2018, 2019, 2020, and 2021;
 - (c) Submit Progress Reports for DBE, as required by ODOT and US DOT;
 - (d) Provide reports of any significant trends or developments during the period covered by the grant which have occurred as a result of the Program;
 - (e) Provide evidence of marketing efforts which include, at a minimum, a system brochure describing the days and hours of service, how to access the service, and other pertinent and required information as directed by ODOT necessary to educate the general public about the service;
 - (f) Provide copies of purchase orders issued for all capital items; and
 - (g) Upon delivery of vehicles provide Vehicle Delivery Checklist and vendor evaluation form.
 - (h) Receive ODOT written concurrence prior to implementing system operation changes (i.e., service hours, fare structure, etc.).
- 7.3 The Grantee shall establish and maintain accounts for the Projects in conformance with Chapter 5 requirements of the Manual, and OMB Circular A-87 as amended, or OMB Circular A-122, and the combination of these circulars into 2 CFR Part 200, whichever is applicable. Each Bus & Bus Facilities Invoice shall be documented by, but not limited to, accurate and properly executed payrolls, time records, orders, contracts, and vouchers, evidencing in detail the nature and propriety of the costs incurred for the Projects. The Grantee shall maintain all such supporting documentation for each Invoice readily accessible and clearly identified for a period of three years following receipt of payment of the final Invoice or final audit for the Projects.
- 7.4 The Grantee shall submit all other information to the Administrator as requested by ODOT or its agents.

SECTION 8: PROJECT ADMINISTRATION

- 8.1 The Grantee shall return any overpayment of Grant Funds, made to the Grantee or to a Project Contractor, to ODOT, Office of Transit, not later than forty-five days after the Final Audit which reveals such overpayment.
- 8.2 If there are any management advisories on non-reportable findings issued as a result of the audit, a copy of the advisory and the response or corrective action plan must be submitted with the audit.
- 8.3 If, for any reason, ODOT is requested to refund a portion of the Federal share of the Grant Funds to US DOT, the Grantee shall promptly refund the amount of Federal share, payable to US DOT, to ODOT, Office of Transit. Any such refund made to ODOT shall be initiated by the Grantee upon receipt by the Grantee of said request by ODOT.
- 8.4 The Grantee shall permit ODOT or any of its agents to inquire into any agreements between the Grantee and any third party pertaining to the Projects. The Grantee shall also permit ODOT or any of its agents to inspect all vehicles, operations, facilities, and equipment purchased or operated for the Projects.
- 8.5 Any differences existing in the quantities of Project Equipment as determined by the physical inspection and the quantities of Project Equipment reflected on the records maintained by ODOT shall be investigated to determine the cause of the difference. The Grantee shall, at the time of the physical inspection, verify the current utilization of and current need for

the Project Equipment.

- 8.6 The Grantee agrees that US DOT, ODOT, the Comptroller General of the United States, or any of their duly authorized representatives, shall, for the purpose of audit and examination be permitted to inspect all work, offices, materials, payrolls, and other data and records with regard to the Projects, and to audit the books, records, and accounts with regard to the Projects. The Grantee shall maintain all required records for at least three years after ODOT makes final payments and all other pending matters are closed.

SECTION 9: SALE, DISPOSITION OR ENCUMBRANCE OF PROJECT EQUIPMENT

- 9.1 Sale or disposition of Project Equipment shall be undertaken by the Grantee only after receiving ODOT's written approval. If applicable, upon disposition the Grantee shall refund to ODOT the Federal and the State share of the Fair Market Value of the Project Equipment that does not meet minimum disposition criteria as described in Chapter 9, Inventory and Disposition, of the Manual.
- 9.2 The Grantee shall not execute any mortgage, lien, assignment, or other legal or equitable claim upon any Project or Project Equipment unless such action is authorized in writing by the Administrator.

SECTION 10: REQUIRED INSURANCE COVERAGE

- 10.1 The Grantee shall purchase and maintain throughout the Project Life a comprehensive policy of insurance upon the Project Equipment. Said policy shall include collision, theft, and liability insurance. Collision and theft insurance shall be maintained upon the Project Equipment in an amount no less than the Federal and State participation rate of the fair market value. Liability insurance shall protect US DOT, ODOT, and the Grantee from claims for damages to property and bodily injury including death, which may arise from or in connection with operation of the Project Equipment by the Grantee or by anyone directly or indirectly associated with the Grantee. Unless the Grantee receives the prior written permission of the Administrator to carry a lower amount of insurance coverage, the minimum amount of liability insurance the Grantee shall maintain is \$500,000 per occurrence and \$500,000 in the aggregate.
- 10.2 If the Project Equipment is to be located in an area identified by the Secretary of the United States Department of Housing and Urban Development as an area having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, 42 U.S.C. 4011 et. Seq., the Grantee shall purchase flood insurance upon the Project Equipment in an amount which is equal to the Federal and State shares of its Fair Market Value based on the original Federal and State participation rates.

SECTION 11: SEVERABILITY

- 11.1 If any provision of this Contract is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or enforceability of the remainder of this Contract. All provisions of this Contract shall be deemed severable.

SECTION 12: INDEPENDENCE OF GRANTEE

- 12.1 In no event shall the Grantee or any of its employees, agents, contractors, subcontractors, or Project Contractors be considered agents or employees of ODOT, the State, or US DOT.
- 12.2 The Grantee agrees that none of its employees, agents, contractors, subcontractors, or Project Contractors will hold themselves out as, or claim to be, agents, officers, or employees of ODOT, the State, or US DOT and will not by reason of any relationship with ODOT or US DOT make any claim, demand, or application to or for any right or privilege

applicable, but not limited to, rights and privileges concerning workers' compensation and occupational diseases coverage, unemployment compensation benefits, social security coverage, or retirement membership or credit.

SECTION 13: REPRESENTATIONS AND WARRANTIES MADE BY GRANTEE

- 13.1 The Grantee hereby represents and warrants that it is a county transit board or regional transit authority established pursuant to Chapter 306 of the Ohio Revised Code, a county or county department, a municipality or municipal department, or a private nonprofit corporation and that it has full power and authority to enter into this Contract and to perform its obligations hereunder.
- 13.2 The Grantee hereby restates and confirms all statements, representations, covenants, and agreements contained in the Grantee's application for the Grant Funds awarded pursuant to this Contract.

SECTION 14: ASSIGNMENT OF AGREEMENT

- 14.1 The Grantee shall not assign, transfer, convey, or subcontract in whole or in part, sublet or otherwise dispose of this Contract without the express prior written consent of ODOT, and such written consent shall not release the Grantee from any obligations of this Contract.

SECTION 15: CONTRACTS OF THE GRANTEE

- 15.1 The Grantee shall not enter into any contract for assistance in the provision, operation, or management of transportation services for the Projects without the express prior written consent of ODOT.

SECTION 16: CONTRACT DISPUTE RESOLUTION

- 16.1 In the event of a dispute in the interpretation of the provisions of this Contract, such dispute shall be settled through negotiation between the Administrator and the Grantee. If no agreement is reached, the dispute will be referred to the Director, Ohio Department of Transportation, for final resolution.
- 16.2 The Grantee shall avail itself of all legal and equitable remedies under any third party contract which relates to the Projects and shall notify the Administrator of any current or prospective litigation pertaining to any such third party contract.
- 16.3 The Grantee hereby agrees that US DOT and ODOT shall receive, respectively through ODOT, the Federal share and State share of any proceeds derived from any third party recovery.

SECTION 17: DEFAULT

- 17.1 Neglect or failure of the Grantee to comply with any of the terms, provisions, or conditions of this Contract or any other

Grant Contract entered into between ODOT and the Grantee, whether or not payment of Grant Funds has been fully or partially made, or failure of any representation made to ODOT in connection with any Grant Contract by the Grantee to be true, shall be an event of default, provided, that if by reason of *force majeure* the Grantee is unable in whole or in part to carry out its covenants contained herein, other than those contained in Section 14 hereof, the Grantee shall not be deemed in default during the continuance of such inability.

- 17.2 The term "*force majeure*" as used herein shall mean, without limitation: Acts of God, strikes, lockouts or other industrial disturbances; acts of public enemies; orders of any kind of the government of the United States or of the State or any of their political subdivisions or any of their departments, agencies, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquake; fire; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; partial or entire failure of utilities, or any other cause not reasonably in the control of the Grantee. The Grantee shall, however, remedy with all reasonable dispatch each cause preventing the Grantee from carrying out its covenants contained herein.
- 17.3 Whenever an event of default has occurred, ODOT may (a) direct the Grantee to comply with such orders of disposition of the Project Equipment as ODOT may issue, (b) direct the Grantee to return to ODOT the percentage of the Federal share and State share of the remaining Fair Market Value, if any, which is realized from the Grantee's disposition of the Project Equipment, (c) refuse to pay any Invoices, and/or (d) require reimbursement from the Grantee of all or any portion of the Grant Funds for any period of time that the Grantee has been in default.
- 17.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this contract or now or hereafter existing at law or in equity.
- 17.5 No delay or omission to exercise any right or option accruing to ODOT upon any default by the Grantee shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as after as may be deemed expedient by ODOT.

SECTION 18: PROGRAM CRITERIA

- 18.1 The current Criteria for the Rural Transit Program as determined by ODOT is incorporated into this grant agreement in its entirety, and ODOT will determine the applicability of particular criteria and definitions to this contract.

SECTION 19: CAPTIONS

- 19.1 The section captions in this Contract are for the convenience of reference only and in no way define, limit, or describe the scope or intent of this Contract or any part hereof and shall not be considered in any construction hereof.

SECTION 20: OFFER: EFFECTIVE DATE

- 20.1 When transmitted by ODOT to the Grantee, this document shall constitute an offer which shall expire if it is not accepted, executed and returned to ODOT, Office of Transit, by the Grantee within *thirty* days of such transmittal, unless an extension is granted in writing by the Administrator at the request of the Grantee. After execution this Contract shall become effective January 1, 2018.

SECTION 21: DRUG-FREE WORK PLACE

- 21.1 Grantee agrees to comply with all applicable State and Federal laws regarding a drug-free work place. Grantee shall

make a good faith effort to ensure that its employees will not purchase, transfer, use, or possess illegal drugs, or abuse prescription drugs in any way.

SECTION 22: EQUAL EMPLOYMENT OPPORTUNITY

- 22.1 In carrying out this agreement, grantee shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, ancestry, age, or disability as that term is defined in the American with Disabilities Act. Grantee shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin (ancestry), age (40 years old or older), disability, military status and veteran status and/or any other protected classes covered by any local, state and federal laws. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. In addition, the Grantee will not deny anyone the benefits of participation in any federally funded program on account of race, color, or national origin.
- 22.2 Grantee agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex, national origin (ancestry), age (40 years old or older), disability, military status and veteran status. Grantee shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the projects (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such project work.
- 22.3 Grantee agrees to ensure that minority business enterprises, as such are defined in 49 CFR PART 23, will have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided in conjunction with this agreement.

SECTION 23: GOVERNING LAWS

- 23.1 This agreement and any claims arising out of this agreement shall be governed by the laws of the State of Ohio. Any provision of this agreement prohibited by the law of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this agreement or the performance thereunder shall be brought only in the courts of Ohio, and the owner hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.

SECTION 24: FINDINGS FOR RECOVERY

- 24.1 No state agency and no political subdivision shall award a contract for goods, services, or construction, paid for in whole or in part with state funds, to a person whom a finding for recovery has been issued by the Auditor of State, if the finding for recovery is unresolved as defined by the Attorney General.

SECTION 25: NOTICE

25.1

Notice under this Agreement shall be directed as follows:

IF TO GRANTEE:

City Of Sandusky
222 Meigs Street

Sandusky, OH 44870

IF TO ODOT:

Ohio Department of Transportation
Office of Transit, 2nd Floor
1980 W. Broad Street
Mail Stop 3110
Columbus, Ohio 43223

SECTION 26: MODIFICATIONS

26.1 This grant and each of its provisions shall be binding upon the parties and may not be waived, modified, amended, or altered except by a writing signed by ODOT and the Grantee.

SECTION 27: SIGNATURES

27.1 Any person executing this grant in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this grant on such principal's behalf.

27.2 Any party hereto may deliver a copy of its counterpart signature page to this Contract via fax or e-mail. Each party shall be entitled to rely upon a facsimile signature of any other party delivered in such a manner as if such signature were an original.

(INTENTIONALLY LEFT BLANK)

The parties have executed this Contract as of the date and year last written below.

GRANTEE

City of Sandusky

By:



Print Name:

Eric Wobser

Title:

City Manager

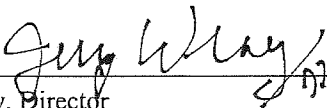
Date:

12/21/2017

STATE OF OHIO

DEPARTMENT OF TRANSPORTATION

By:




Jerry Wray, Director

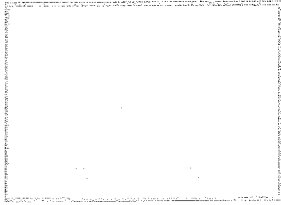
Date:

12/21/2017

Signature Certificate

 Document Reference: 77C8CLJBYLRT47RZKPNARM

RightSignature
Easy Online Document Signing



Jennifer Townley
Party ID: D4HF19IW83BKTZXPYI2XDS
IP Address: 156.63.133.8
VERIFIED EMAIL: jennifer.townley@dot.ohio.gov

Signature

Multi-Factor
Digital Fingerprint Checksum

29bd965d375190e064f21bfde76f1f952bc2a12f



Eric Wobser
Party ID: EGTTHYJR4LYUR5M7L3PT5J
IP Address: 198.101.52.34
VERIFIED EMAIL: ewobser@ci.sandusky.oh.us

Signature

Multi-Factor
Digital Fingerprint Checksum

3271989415e8a67533526599a61f65db64a357dc



Timestamp

2017-12-21 10:09:45 -0800

2017-12-21 10:09:44 -0800

2017-12-21 10:09:42 -0800

2017-12-21 10:09:19 -0800

2017-12-21 07:21:06 -0800

2017-12-21 07:21:05 -0800

2017-12-21 07:20:46 -0800

2017-12-19 13:20:33 -0800

2017-12-18 11:15:22 -0800

Audit

All parties have signed document. Signed copies sent to: Angela Byington, Tim Bergeman, Heather Byers, Jennifer Townley, and Eric Wobser.

Document signed by Jennifer Townley (jennifer.townley@dot.ohio.gov) with drawn signature. - 156.63.133.8

Jennifer Townley (jennifer.townley@dot.ohio.gov) has viewed Consumer Disclosure and affirmatively consented. - 156.63.133.8

Document viewed by Jennifer Townley (jennifer.townley@dot.ohio.gov). - 156.63.133.8

Document signed by Eric Wobser (ewobser@ci.sandusky.oh.us) with drawn signature. - 198.101.52.34

Eric Wobser (ewobser@ci.sandusky.oh.us) has viewed Consumer Disclosure and affirmatively consented. - 198.101.52.34

Eric Wobser attached a file (Filename: 201712140958.pdf) - 198.101.52.34

Document viewed by Eric Wobser (ewobser@ci.sandusky.oh.us). - 198.101.52.34

Document created by Heather Byers (heather.byers@dot.ohio.gov). - 156.63.133.8

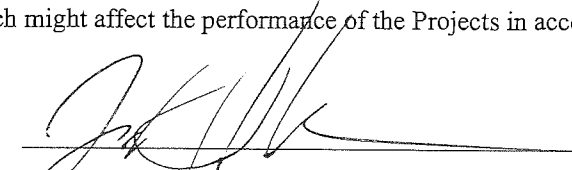


This signature page provides a record of the online activity executing this contract.

CONTRACT NO. 081-BABF-18-0200
CERTIFICATE OF GRANTEE'S ATTORNEY

I, Justin D. Harris acting as attorney for the Grantee, do hereby certify that I have examined this Contract and the proceedings taken by the Grantee related thereto, and find that the acceptance of ODOT's offer by the Grantee has been duly authorized by the Grantee's action dated September 25, 2017 (a certified copy of which is attached hereto) and that the execution of this Contract is in all respects due and proper and in accordance with applicable federal, state, and local law, and further that, in my opinion, said Contract constitutes a legal and binding obligation of the Grantee in accordance with the terms thereof. I further certify that, to the best of my knowledge, there is no litigation, pending or threatened, which might affect the performance of the Projects in accordance with the terms of this Contract.

By:



Title:

Law Director

Date:

1/2/18

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE ONE (1) LIGHT TRANSIT VEHICLE FROM BUS SERVICE, INC., OF CANAL WINCHESTER, OHIO, AND ONE (1) LIGHT TRANSIT LOW FLOOR VEHICLE FROM AMERICAN BUS AND ACCESSORIES, INC., OF CINCINNATI, OHIO, THROUGH THE STATE OF OHIO DEPARTMENT OF TRANSPORTATION COOPERATIVE PURCHASING PROGRAM FOR THE SANDUSKY TRANSIT SYSTEM; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City Commission authorized the filing of a grant application with the Ohio Department Of Transportation through the US DOT Federal Transit Administration (FTA) for the CY 2018 Buses and Bus Facilities Program Grant for the purchase of vehicles for the Sandusky Transit System by Resolution No. 048-17R, passed on September 25, 2017, and subsequently the City was awarded funds in the amount of \$112,728.00; and

WHEREAS, these light transit vehicles are available through the State of Ohio Department of Transportation Cooperative Purchasing Program from American Bus and Accessories, Inc., of Cincinnati, Ohio, and Bus Service, Inc., of Canal Winchester, Ohio, thereby, allowing local political subdivisions to purchase items that have been competitively bid from the successful state vendor giving the City the benefit of the State's negotiated price and eliminating the necessity of any further bidding process; and

WHEREAS, in the past the City would place the order and make payment directly to the selected prequalified vendor and then request reimbursement from ODOT for the awarded grant funds and presently ODOT is requiring the City to submit the local matching funds directly to ODOT and upon receipt ODOT will place the order for the vehicles and make full payment to the selected vendor; and

WHEREAS, the total cost for the purchase of these vehicles is \$148,148.00 of which \$112,728.00 will be paid with funds awarded from the U.S. DOT Federal Transit Administration (FTA) through the Ohio Department of Transportation and the remaining balance of \$35,420.00 will be paid with Transit Capital Replacement Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to expedite the purchase of the vehicles to continue capacity for riders of the Sandusky Transit System; and

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

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

THAT:

Section 1. This City Commission hereby approves the purchase of one (1) Light Transit Vehicle from Bus Service, Inc., of Canal Winchester, Ohio, and one (1) Light Transit Low Floor Vehicle from American Bus And Accessories, Inc., of Cincinnati, Ohio, through the State Of Ohio Department of Transportation Cooperative Purchasing Program for the Sandusky Transit System at an amount **not to exceed** One Hundred Forty Eight Thousand One Hundred Forty Eight and 00/100 Dollars (\$148,148.00)

Section 2. This City Commission authorizes and directs the City Manager and/or Finance Director to make payment to the Ohio Department of Transportation for the purchase of these vehicles at an amount **not to exceed** Thirty Five Thousand Four Hundred Twenty and 00/100 Dollars (\$35,420.00) pursuant to and in accordance with the terms provided by the Ohio Department of Transportation relating to the CY 2018 Buses and Bus Facilities Program Grant.

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

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

Section 5. That for reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter 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: February 12, 2018



COMMUNITY DEVELOPMENT

222 Meigs Street
Sandusky, Ohio 44870
419.627.5707
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Matthew D. Lasko, Chief Development Officer

Date: January 24, 2018

Subject: Commission Agenda Item – Permission to Bid Demolition and Asbestos Abatement of 3704 Venice Road.

Item for Consideration: Resolution of necessity for the demolition and asbestos abatement of the vacant commercial facility located at 3704 Venice Road (former Silas Auto) and further identified as permanent parcel 60-00350.000.

Background Information: On December 18th, 2017 – an exterior and interior inspection was conducted at 3704 Venice Road (the “Property”) by the City’s Building Division and Sandusky Fire Department. The results of the inspections determined that over 90% of the building elements were damaged, decayed or deteriorated.

Based on results of the inspections, the Property was ordered demolished on December 22nd, 2017 by the Chief Building Official and the owners and all interested parties were provided fourteen (14) days to appeal the demolition order once service was perfected. Service to the owners was perfected shortly thereafter and the demolition order had not been appealed by any interested party. The City is currently also awaiting the results of an asbestos survey which will be taken into consideration by demolition and asbestos abatement contractors when drafting their proposals.

The City has been aggressively addressing code and blight issues within the City – with a particular emphasis on the remediation and demolition of former industrial and commercial sites in order to both stabilize these sites and adjacent neighborhoods, but also open up land for redevelopment opportunities.

Budgetary Information: The total estimated cost for this project including advertising and miscellaneous expenses is anticipated to exceed \$10,000. After receipt and review of bids, staff will present to City Commission in the future with a recommendation to enter into a contract with the firm that provided the lowest and best bid for the demolition and asbestos abatement. The proposed funding source for the demolition and asbestos abatement is the EMS fund.

Action Requested: It is requested that the proposed bidding of the demolition and asbestos abatement for the property located at 3704 Venice Road be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City

Charter in order to continue to implement the City's efforts towards blight elimination in the interest of the health and safety and general welfare of the citizens of Sandusky.

I concur with this recommendation:

Eric Wobser
City Manager

Matthew D. Lasko
Chief Development Officer

Exhibit A - Site Map

cc: Kelly Kresser, Clerk of City Commission
Hank Solowiej, Finance Director
Justin Harris, Law Director
Richard Wilcox, Fire Chief

Exhibit A – Site Map



3704 Venice Road – One (1) parcel:

(1) 60-00350.000

RESOLUTION NO. _____

A RESOLUTION DECLARING THE NECESSITY FOR THE CITY TO PROCEED WITH THE PROPOSED DEMOLITION AND ASBESTOS ABATEMENT OF 3704 VENICE ROAD PROJECT; AND DIRECTING THE CITY MANAGER TO ADVERTISE FOR AND RECEIVE BIDS IN RELATION THERETO; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the proposed Demolition and Asbestos Abatement of 3704 Venice Road Project involves asbestos abatement and demolition of the former Silas Auto property located at 3704 Venice Road and identified at Parcel No. 60-00350.000; and

WHEREAS, on December 18, 2017, an exterior and interior inspection was conducted at 3704 Venice Road by the City's Building Division and Fire Department and the results of the inspection determined that over 90% of the building elements were damaged, decayed or deteriorated; and

WHEREAS, based on results of the inspection, the property was ordered demolished by the Chief Building Official on December 22, 2017; and

WHEREAS, the total estimated cost for this project including advertising and miscellaneous expenses is anticipated to be over \$10,000.00 and it is proposed these costs will be paid with EMS Funds; 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, obtain competitive bids, and complete the project to continue to implement the City's efforts towards blight elimination in the interest of the health and safety and general welfare of the citizens of Sandusky; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Department of Community Development, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio, finds that an emergency exists regarding the aforesaid, and that it is advisable that this **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 of the proposed Demolition and Asbestos Abatement of 3704 Venice Road Project.

Section 2. This City Commission hereby declares it necessary to proceed with the proposed Demolition and Asbestos Abatement of 3704 Venice Road 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 Demolition and Asbestos Abatement of

3704 Venice Road 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: February 12, 2018



COMMUNITY DEVELOPMENT

222 Meigs Street
Sandusky, Ohio 44870
419.627.5707
www.ci.sandusky.oh.us

To: Eric L. Wobser, City Manager
From: Matthew D. Lasko, Chief Development Officer
Date: January 24, 2018
Subject: Commission Agenda Item – Peerless Stove Lease Agreement

Items for Consideration: Legislation authorizing and directing the City Manager to execute a Lease Agreement with Peerless Stove and Manufacturing Co., an Ohio Corporation (the “Lessee”) for the property located at 334 Harrison Street.

Background Information: The City of Sandusky originally entered into a lease agreement with Lessee on January 1, 2003 for the property located at 334 Harrison Street consisting of a warehousing facility sitting on approximately .90 acres of City owned land. Lessee has been using the facility as a manufacturing, warehousing and distribution facility for the Lessee’s commercial cooking equipment. Lessee has remained in the space since 2003 through a series of Lease Agreements – the most recent Lease Agreement being entered into for the time period January 1, 2013 – December 31, 2017.

The City was approached by Lessee about entering into a new Lease Agreement - a draft copy of which is attached.

The Lease Agreement proposed will be for a term extending retroactively from January 1, 2018 – December 31, 2021 and allows for a one (1) year extension upon written agreement to extend from both parties. Lessee may only use the property for operation and management of Peerless Stove and Manufacturing Co., and will pay a monthly rental payment to the City of \$1,050.60 during the term of the Lease Agreement. It should be noted, the City reserves the right to terminate the Lease unilaterally – so long as the Lessee is provided two (2) years written notice of intent to terminate to allow sufficient time to find alternate facilities. In the event the Lease Agreement is terminated with less than (2) years remaining on the lease term, the Lease Agreement shall automatically be extended to a date specific that allows for the Lessee to have two (2) years to relocate.

Budgetary Information: The City shall receive monthly rental payments of \$1,050.60 from Lessee due on the first day of each month during the entire term of the lease. All revenues are to be deposited into the Sewer Fund.

Action Requested: It is requested that the proper legislation be prepared to allow the City Manager to execute a Lease Agreement with Lessee. It is further requested that this legislation

be passed in accordance with Section 14 of the City Charter to expedite passage in order for operations and business activities of the Lessee to continue uninterrupted.

I concur with this recommendation:

Eric L. Wobser
City Manager

Matthew D. Lasko, MUPDD, MSSA
Chief Development Officer

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

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A LEASE AGREEMENT WITH PEERLESS STOVE AND MANUFACTURING CO., FOR THE BUILDING AND LAND LOCATED AT 334 HARRISON STREET, SANDUSKY, OHIO; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, Peerless Stove and Manufacturing Co. has leased the building and land located at 334 Harrison Street since January 1, 2003, which consists of approximately .90 acres of City owned land and is used as a manufacturing, warehousing, and distribution facility for commercial cooking equipment; and

WHEREAS, the proposed Lease Agreement is retroactive from January 1, 2018, through December 31, 2021, and includes an option to extend for an additional one (1) year term upon written agreement; and

WHEREAS, the City will receive monthly rental payments of \$1,050.60 from Peerless Stove and Manufacturing Co. during the term of the lease and these revenues will be placed into the Sewer 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 Lease Agreement as the prior Lease expired on December 31, 2017, and to allow the operations and business activities of the Lessee to continue uninterrupted; and

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

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

Section 1. The City Manager is authorized and directed to enter into a four (4) year Lease Agreement with the Peerless Stove and Manufacturing Co., of Sandusky, Ohio, for the period of January 1, 2018, through December 31, 2021, with an option to extend for an additional one (1) year term upon written agreement, 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: February 12, 2018

LEASE AGREEMENT

This Lease Agreement is made and entered into by and between the City of Sandusky, Ohio, an Ohio Charter Municipal Corporation with offices at 222 Meigs Street, Sandusky, Erie County, Ohio 44870, (hereinafter referred to as "Lessor"), and Peerless Stove and Manufacturing Co., an Ohio Corporation, located at 334 Harrison Street, Sandusky, Erie County, Ohio, 44870, (hereinafter referred to as "Lessee").

SECTION 1.

DESCRIPTION OF PREMISES

Lessor does now lease to Lessee the building and land located at 334 Harrison Street, Sandusky, Erie County, Ohio 44870, consisting of .8924 acres, more or less, and more specifically described in Exhibit "A" which is attached to this Lease Agreement and specifically incorporated as if fully rewritten herein and collectively hereinafter referred to as the "Leased Premises".

SECTION 2.

TERM

The term of this Lease shall commence on January 1, 2018, and shall end on December 31, 2021 unless otherwise terminated as provided in this Lease which shall be occupied and used by Lessee as the business premises for the purpose of manufacturing. This Lease may be extended for an additional one year term upon written agreement to extend executed by both parties.

SECTION 3.

TERMINATION

This Lease may be terminated by either party, for any reason, upon written notice thereof being provided to the persons and addresses provided in Section 22 below. In the event that the City determines to terminate this Lease, the Lessee shall have 2 years from the date of the notice of termination to vacate the property. In the event that this Lease is terminated with less than 2 years remaining in the lease term, this Lease shall automatically be extended to a date specific that allows for the expiration of two years from the notice of termination for the Lessee to vacate. For example, should the City properly send the notice of termination to the Lessee on December 31st, 2020, this Lease will automatically extend to December 31st, 2022 at which time the Lessee shall have vacated the property.

SECTION 4.

RENT

Lessee shall pay Lessor for the use of the leased premises \$1,050.60 per month for each month of the term of the Lease payable in advance on the first day of month during the entire term of the Lease at the following office address, City of Sandusky Finance Department, 222 Meigs Street, Sandusky, OH 44870 or at another place as Lessor may designate, without any set-off or deduction, except that Lessee shall pay the 1st monthly installation of rent upon the execution of this Lease.

SECTION 5.

DELIVERY OF POSSESSION AT BEGINNING OF TERM / ACCEPTANCE

Lessee acknowledges possession of the Leased Premises at the beginning of the term of this Lease and its responsibilities for the Leased Premises including rental payments as of January 1, 2018, despite any delay in the execution of this Lease Agreement. Lessee has occupied the premises under prior Lease Agreements since January 1, 2003, and knows the condition of the Leased Premises and accepts the same as being in a good state of repair and in sanitary condition.

SECTION 6.

USE OF LEASED PREMISES

Lessee agrees that the Leased Premises shall be used by Lessee exclusively for the operation and management of the Peerless Stove and Manufacturing Co. and for no other purpose and use shall comply with all Federal, State and Local laws, regulations and requirements. No other usage of the Leased Premises shall be allowed unless prior written consent is obtained from the City Manager or his/her designee of the City of Sandusky, Ohio, which shall be granted or not granted at the absolute discretion of Lessor, it being understood that it is the purpose of Lessor to maintain and preserve the buildings and property. Lessor warrants that the Premises is properly zoned/permitted for the intended use.

SECTION 7.

INSURANCE / INDEMNIFICATION

A. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

(i) Lessee at its sole cost shall maintain liability insurance acceptable to Lessor with liability limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence combined single limit for its activities related to this Lease and the Premises. Insurance shall be on an 'occurrence' form. Deductible or retention shall be disclosed to Lessor. Policy terms must be acceptable to Lessor.

(ii) All liability insurance shall insure performance by Lessee of the indemnity provisions of this Section 6. Both Lessor and its employees, agents, officers, elected officials and representatives shall be named as additional insureds. The liability insurance policy shall not include a Cross Insured exclusion.

(iii) All insurance required in this section shall be issued by insurance companies authorized to do business in the State of Ohio with a financial rating of at least A- and at least VI as rated in the most recent A. M. Best Company report and shall provide that the coverage may not be reduced or materially cancelled unless thirty (30) days unrestricted prior written notice thereof is furnished to Lessor.

(iv) All insurance required in this section shall be primary and not contributory with regard to any other available insurance to Lessor and its employees, agents, officers, elected officials and representatives.

(v) Each certificate and applicable endorsement of the policy shall be deposited with Lessor at the commencement of the term of this Lease Agreement and on each renewal of the policy. Lessor's failure to request, review or object to

the terms of such certificates or insurance shall not be deemed a waiver of Lessee's obligations or the rights of Lessor.

(vi) The minimum limits of the insurance required in the section shall in no way limit or diminish Lessee's liability under other provisions of this Agreement.

B. INDEMNIFICATION

(i) Lessee shall defend, indemnify and hold Lessor and its employees, agents, officers, elected officials and representatives, harmless from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever arising directly or indirectly, in whole or in part, from or out of this Lease Agreement and the performance or non-performance, act or omission of any of the obligations, responsibilities or requirements in this Lease Agreement by Lessee its parent company, or any subsidiaries, related and affiliated companies of each and the officers, directors, shareholders, agents, employees, agents, subcontractors or invitees of each, except to the extent caused by the negligence of Lessor.

C. ENVIRONMENTAL

Lessee shall comply with all applicable State, Federal, and Local Air and Water Pollution Control and prevention laws and regulations regarding the use and occupancy of the Leased Premises.

Lessee shall not cause or permit any hazardous material to be brought upon, or used in or about the Leased Premises by Lessee, its agents, employees, contractors, invitees or guests except for such hazardous material as is necessary to the operation of the Lessee.

Any Hazardous Material permitted in the Leased Premises as provided above, and all containers therefore, shall be used, kept, stored and disposed of in a manner that complies with all federal, state, and local laws or regulations applicable to this Hazardous Material.

Lessee shall not discharge, leak or emit, or permit to be discharged, leaked or emitted, any material into the atmosphere, ground, sewer system, or any body of water, that material (as is reasonably determined by a governmental authority) does or may pollute or contaminate the same, or may adversely affect (a) the health, welfare, or safety of persons, whether located in the Leased Premises or elsewhere, of (b) the condition, use or enjoyment of the water or any other real or personal property.

As used herein, the term "Hazardous Material" means (a) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 as amended from time to time, and regulations promulgated thereunder; (b) any "hazardous substance" as defined by the Comprehensive and Liability Act of 1980, as amended from time to time. And regulations promulgated thereunder; (c) any oil, petroleum products, and their by-products; and (d) any substance that is or becomes regulated by any federal, state, or local governmental authority.

Lessee hereby agrees that it shall be fully liable for all costs and expenses related to the use, storage, and disposal of Hazardous Material utilized in the Leased Premises by the Lessee its agents, employees, contractors, invitees, or guests. Lessee shall defend, indemnify, and hold harmless Lessor and its officers, agents, elected officials, employees, any representatives from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs, or expenses

(including, without limitation, attorneys' and consultants' fees, court costs, and litigation expenses) of whatever kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to (a) the presence, disposal, release, or threatened release of any such Hazardous Material that is on, from, or affecting the soil, water, vegetation, buildings, personal property, persons, animals, or otherwise; (b) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to that Hazardous Material; (c) any lawsuit brought or threatened, settlement reached, or (d) any violation of any laws applicable thereto.

SECTION 8.

MAINTENANCE AND REPAIR BY LESSEE

Lessee shall take good care of the Leased Premises and the fixtures in the Leased Premises and shall keep the same in good working order and condition, including particularly the protection of water pipes, electrical systems, heating and air conditioning equipment, plumbing, fixtures, appliances, and utility lines and systems, and shall keep the Leased Premises and the approaches, sidewalks, and the parking lot adjacent to the premises clean and presentable (including policing the grounds if they are included in the Leased Premises), free from ice and snow and from fire hazard and any other nuisance. At the expiration of the term, Lessee shall surrender the Leased Premises broom clean, in as good condition as the reasonable use of the premises will permit. All damage or injury to the Leased Premises not caused by fire and other casualty, as set forth in Section 12 and all damage to glass shall be promptly repaired by Lessee.

Lessee shall provide routine maintenance and minor repair to the roof, exterior walls, gutters, and downspouts of the building leased, except as to damage arising from the negligence of Lessor. Lessor shall be responsible for major repair for damage not caused by Lessee. Any repairs, renovations, or modifications of the building must not change the exterior and must be approved by the City Manager or his/her designee of the City of Sandusky.

All building repairs, alterations, additions, improvements, installation, equipment, and fixtures, by whomsoever installed or erected (except such business trade fixtures belonging to Lessee as can be removed without damage to or leaving incomplete the premises or building) shall belong to Lessor and remain on and be surrendered with the premises as a part of the premises, at the expiration of this Lease or any extension of it.

Lessor and Lessee agree that Lessor shall have no obligation to provide security in the form of or alarms or security personnel for the Leased Premises and that any such security desired by Lessee shall be obtained and paid for by Lessee.

SECTION 9.

LESSOR'S RIGHT OF ENTRY

Lessor or Lessor's agent may enter the Leased Premises at reasonable hours to examine the same, to do anything Lessor may be required to do under this Lease or which Lessor may deem necessary for the good of the Leased Premises.

SECTION 10.

UTILITIES AND SERVICES

Lessee shall furnish and pay for all electricity, gas, water, fuel, or any services or utilities used in or assessed against the Leased Premises unless otherwise expressly provided in this Lease Agreement. Lessee shall also be responsible for removal of garbage from the Leased Premises.

SECTION 11.

SIGNS AND ADVERTISEMENTS

Lessee shall not put upon or permit to be put upon any part of the Leased Premises any signs, billboards or advertisements whatever, without the prior written approval of the City Manager or his/her designee of the City of Sandusky and in compliance with the Codified Ordinances of the City of Sandusky.

SECTION 12.

DAMAGE TO PROPERTY ON LEASED PREMISES

Lessee agrees that all property of every kind and description kept, stored, or placed in or on the Leased Premises shall be at Lessee's sole risk and hazard and that Lessor and its employees, agents, officers, elected officials and representatives shall not be responsible for any loss or damage to any of such property.

SECTION 13.

DAMAGE BY CASUALTY

In case the Leased Premises shall be destroyed or shall be so damaged by fire or other casualty, as to become untenable, then in such event, at the option of Lessor, this Lease shall terminate from the date of such damage or destruction and Lessee shall immediately surrender such premises and all interest in the premises to Lessor, and Lessee shall pay rent only to the time of such surrender. Lessor shall exercise such option to terminate this Lease by notice in writing delivered to Lessee within thirty (30) days after such damage or destruction. In case Lessor shall not elect to terminate this Lease in such event, this Lease shall continue in full force and effect and Lessor shall repair the Leased Premises with all reasonable promptness, placing the same in as good a condition as they were at the time of the damage or destruction and for that purpose may enter such premises, and rent shall abate in proportion to the extent and duration of untenability. In either event, Lessee shall remove all rubbish, debris, merchandise, furniture, equipment, and other personal property, within thirty (30) days after the request of Lessor. If the Leased Premises shall be only slightly injured by fire or the elements, so as not to render the same untenable and unfit for occupancy, then Lessor shall repair the same with all reasonable promptness, and in that case the rent shall not abate. No compensation or claim shall be made by or allowed to Lessee by reason of any inconvenience or annoyance arising from the necessity of repairing any portion of the building or the Leased Premises, however the necessity may occur.

SECTION 14.

PUBLIC REQUIREMENTS

Lessee shall comply with all laws, orders, ordinances, and other public requirements now or later affecting the premises or the use of the premises, and save Lessor harmless from expense or damage resulting from failure to do so. The Leased Premises are not exempted from compliance with zoning or any other municipal codes or ordinances nor from any other requirements of law due to title being in the name of Lessor.

SECTION 15.

ASSIGNMENT OR SUBLEASE

Lessee shall not assign, transfer or encumber this Lease Agreement and shall not sublease the Leased Premises or any part of the Leased Premises or allow any other person to be in possession of the Leased Premises without the prior written consent of the Lessor.

SECTION 16.

SURRENDER AT END OF TERM

At the expiration of the term of this Lease, Lessor shall have the right to enter and take possession of the Leased Premises and Lessee agrees to deliver the same without process of Law. Lessee shall be liable to Lessor for any loss or damage including attorney's fees and court costs incurred as a result of Lessee's failure to comply with this obligation.

SECTION 17.

RESTORATION OF LEASED PREMISES

Lessee agrees that at the expiration of the term of this Lease Agreement, or upon the earlier termination of this Lease Agreement, or upon the Lessee's unlawful abandonment of the Leased Premises, whichever occurs first, Lessee will surrender the Leased Premises to Lessor in the same condition as when received, reasonable wear and tear, loss by fire or other casualty, and acts of God excepted.

SECTION 18.

HOLDING OVER

Any holding over by Lessee after the expiration of the term of this Lease Agreement or any extension of it shall be construed to be a tenancy from month to month at a monthly rental equal to the rent payable during the last month immediately prior to the expiration of the term and shall be subject to the terms and conditions of this Lease Agreement. Nothing in this Lease Agreement shall be construed to authorize any such holding over.

SECTION 19.

DEFAULT

If default is made in the payment of any installation of rent on its due date, or if Lessee shall default in the performance of any other agreement (other than payment of rent) continuously for ten (10) days after written notice of default, or if the premises be vacated or abandoned, then in any such event this Lease shall terminate, at the option of Lessor, and Lessor may re-enter the premises and take possession, with or without legal process and without notice or demand, other than the prior ten (10) days notice which shall include assertion the Lessor may

take possession in ten (10) days if default remains uncured. The service of notice, demand, or legal process in such case is waived, and upon such entry by Lessor, this Lease shall terminate and Lessor may exclude Lessee from the premises, changing the lock on the door or doors if deemed necessary, without being liable to Lessee for any damages or for prosecution for the same. Lessor's rights in such event may be enforced by action in unlawful detainer or other proper legal action, and Lessee agrees, notwithstanding termination of this Lease and re-entry by Lessor that Lessee shall remain liable for a sum equal to the entire rental payable to the end of the term of this Lease and shall pay any loss or deficiency sustained by Lessor on account of the premises being let for the remainder of the original term for a less sum than before. Lessor, as agent for Lessee, without notice may re-let the Leased premises or any part of the premises for the remainder of the term or for any longer or shorter period as opportunity may offer, and at such rental as may be obtained, and Lessee agrees to pay the difference between a sum equal to the amount of rent payable during the remainder of the term and the net rent actually received by Lessor during the term after deducting all expenses of every kind for repairs, recovering possession, and re-letting the same, which difference shall accrue and be payable monthly.

All property of Lessee which is now or may later be at any time during the term of this Lease in or upon such premises, whether exempt from execution or not, shall be bound by and subject to a lien for the payment of the rent reserved in this Lease, and for any damages arising from any breach by Lessee of any of the covenants or agreements of this Lease to be performed by Lessee. In the event of default by Lessee in the payment of rent or otherwise, Lessor may foreclose such

lien and take possession of such property or any part of it and sell or cause the same to be sold, at such place as Lessor may elect, at public or private sale, with or without notice, to the highest bidder for cash, and apply the proceeds of such sale to pay the costs of taking possession of and selling such property, and then toward the debt and/or damages. Any excess of the proceeds of the sale over such costs, debt, and/or damages shall be paid to Lessee. Any such sale shall bar any right of redemption by Lessee.

If Lessor shall default in the performance of any of its obligations under this Lease, Lessee shall provide notice of the default to Lessor and should the default be substantial in nature so as to significantly affect Lessee's ability to perform its obligations pursuant to the Transportation Agreement between Lessor and continue for ten (10) days after written notice of default, the Lease shall terminate, at the option of Lessee. Should Lessor's default substantially affect Lessee's use (including but not limited to adequate function of all utilities), the rent due to Lessor may be withheld by Lessee until such time as the default is remedied.

SECTION 20.

WAIVER

The rights and remedies of Lessor and Lessee under this Lease Agreement, as well as those provided or accorded by law, shall be cumulative, and none shall be exclusive of any other rights or remedies under this Lease Agreement or allowed by law. A waiver by Lessor or Lessee of any breach or breaches, default or defaults, of the other party under this Lease Agreement shall not be deemed or

construed to be a continuing waiver of such breach or default nor as a waiver of or permission, expressed or implied, for any subsequent breach or default, and it is agreed that the acceptance by Lessor of any installment of rent, subsequent to the date the same should have been paid under this Lease Agreement shall in no manner alter or affect the covenant and obligation of Lessee to pay subsequent installments of rent promptly upon the due date. The acceptance and use by Lessee of the any part of the premises subsequent to the date a default by Lessor should have been remedied shall in no manner alter or affect the covenant and obligations of Lessor pursuant to this Lease. No receipt of money by Lessor after the termination in any way of this Lease Agreement shall reinstate, continue, or extend the term above demised.

SECTION 21.

INSOLVENCY / ENCUMBRANCES

The occurrence of any of the following events shall constitute a breach of this Lease Agreement by Lessee and a default under this Lease Agreement: (1) the appointment of a receiver to take possession of all or substantially all of the assets of Lessee; or (2) a general assignment by Lessee for the benefit of creditors; or (3) any action taken or suffered by lessee under any insolvency or bankruptcy act.

Any assignment, transfer, or conveyance by Lessee of any property rights arising out of this Lease shall not encumber, alienate, diminish, cloud, or impair in any way the title ownership and interests of Lessor in and to such property. Lessee shall promptly pay when due all obligations or indebtedness incurred

under or by virtue of this Lease, including but not limited to taxes, labor, services, materials, supplies, utilities, furnishings, machinery, or equipment which may be secured by any mechanic's or materialmen's lien or any other lien against the premises leased. This Lease is subject to provisions of the City Charter, Ordinances, and State Statutes prohibiting alienation of title.

SECTION 22.

NOTICES

Notices, approvals, consents and other communications required or permitted under this Lease Agreement shall be in writing and be deemed effectively served by depositing in the United States certified mail, or express mail, postage prepaid, return receipt requested, and addressed to the Lessor and Lessee at the following addresses:

Lessor: City of Sandusky
 c/o City Manager
 222 Meigs Street
 Sandusky, Ohio 44870

With copies by regular U.S. mail to:

Law Director
City of Sandusky
222 Meigs Street
Sandusky, Ohio 44870

And Finance Director
City of Sandusky
222 Meigs Street
Sandusky, Ohio 44870

Lessee: Peerless Stove and Manufacturing Co.
c/o Bryan Huntley
334 Harrison Street
Sandusky, Ohio 44870

Either party may change its notice address by giving notice to the other in the foregoing manner.

SECTION 23.

COVENANTS TO RUN WITH THE LEASED PREMISES

The covenants contained in this Lease shall run with the Leased Premises, and shall bind the heirs, executors, administrators, assigns, and successors of Lessor and Lessee respectively. Consent of Lessor to assignment, and acceptance of rent from assignee of Lessee shall not release Lessee from the obligation to pay rent and comply with the other conditions of this Lease.

SECTION 24.

ENTIRE AGREEMENT

This Lease Agreement contains the entire agreement between the parties, and no modification of this Lease Agreement shall be binding upon the parties unless evidenced by an Agreement in writing signed by Lessor and Lessee after the date of this Lease Agreement.

SECTION 25.

SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Lease Agreement shall not render the other provisions invalid, illegal, or unenforceable.

SECTION 26.

CAPTIONS

The captions of this Lease Agreement are for convenience only and are not a part of this Lease Agreement and shall have no effect on the construction or interpretation of this Lease Agreement.

SECTION 27.

CHOICE OF LAW

This Lease Agreement shall be construed and interpreted in accordance with the laws of the State of Ohio.

SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this agreement, all as of the date hereinbefore written.

WITNESSES:

**LESSEE: PEERLESS STOVE AND
MANUFACTURING CO.**

BRYAN HUNTLEY

STATE OF OHIO)
) ss:
ERIE COUNTY)

On this _____ day of _____, 2018, before me, a Notary Public in and for said County and State, personally appeared Bryan Huntley, Peerless Stove and Manufacturing Co., and acknowledged his execution of the foregoing instrument and by its authority and that the same is his voluntary act and deed on behalf of Peerless Stove and Manufacturing Co.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed by official seal on the day and year aforesaid.

Notary Public
My Commission Expires: _____

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this agreement, all as of the date hereinbefore written.

WITNESSES:

LESSOR: CITY OF SANDUSKY

ERIC L. WOBSE
CITY MANAGER

STATE OF OHIO)
) ss:
ERIE COUNTY)

On this _____ day of _____, 2018, before me, a Notary Public in and for said County and State, personally appeared Eric L. Wobser, City Manager of the City of Sandusky, Ohio, and acknowledged his execution of the foregoing instrument as said officer of said City on behalf of said City and by its authority and that the same is his voluntary act and deed as said officer on behalf of said City and the voluntary act and deed of said City.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed by official seal on the day and year aforesaid.

Notary Public
My Commission Expires: _____

Approved as to Form:

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