

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

INVOCATION Dick Brady

PLEDGE OF ALLEGIANCE

CALL TO ORDER

ROLL CALL D. Brady, D. Waddington, G. Lockhart, D. Murray, W. Poole, N. Lloyd & N. Twine

APPROVAL OF MINUTES

February 26, 2018

AUDIENCE PARTICIPATION

PRESENTATION Tiffany Taylor, GIS Coordinator

2017 GIS Program – Year in Review

Amanda Golden, Managing Principal of Designing Local

Public Art Master Plan (Item #4 below)

PUBLIC HEARING Hank Solowiej, Finance Director & Eric Wobser, City Manager

FY2018 Budget/General Appropriations

COMMUNICATIONS Motion to accept all communications submitted below

CURRENT BUSINESS

REGULAR AGENDA ITEM	<u>1S</u>
FIRST READING	
ITEM #1 - Submitted by	Hank Solowiej, Finance Director
FY 2018 GENERAL APPR	OPRIATIONS/CITY BUDGET
ORDINANCE NO.	: It is requested an ordinance be passed making general appropriations for the
fiscal year 2018.	
ITEM #2 - Submitted by	Aaron Klein, Director of Public Works

DESIGN/BUILD CONTRACT WITH CORNERSTONE LANDSCAPING FOR PIPE CREEK WILDLIFE AREA FLOATING

<u>Budgetary Information</u>: The preliminary design and permitting was performed under a purchase order with Cornerstone Landscaping for \$1,850. Construction will be performed by Cornerstone Landscaping for \$40,890.72. Other materials like stone, rocks, signage and mulch that are purchased under separate purchase orders would be installed by city staff. All funds will be split between CDBG (\$25,000) and private donations (\$20,000). Total project costs will not exceed \$45,000.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a design/build contract with Cornerstone Landscaping, Inc., of Kent, Ohio, for the Pipe Creek Wildlife Area floating dock project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

FIRST READING

DOCK PROJECT

ITEM #3 - Submitted by Greg Voltz, Assistant Planner

PETITION TO CREATE DOWNTOWN SANDUSKY SPECIAL IMPROVEMENT DISTRICT

<u>Budgetary Information:</u> There is no budgetary impact in authorizing the City Manager to sign the Petition on behalf of the City of Sandusky.

RESOLUTION NO._____: It is requested a resolution be passed approving the Petition and authorizing and directing the City Manager to execute the Petition for creation of the Downtown Sandusky Special Improvement District under Ohio Revised Code, Chapter 1710.

FIRST READING

ITEM #4 - Submitted by Greg Voltz, Assistant Planner

AGREEMENT WITH DESIGNING LOCAL FOR PUBLIC ART MASTER PLAN

<u>Budgetary Information:</u> The proposed agreement with Designing Local for professional services is to be \$39,925 and will be paid from the Public and Cultural Art & Acquisition fund referenced in Chapter 187.

ORDINANCE NO. ______: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement for professional services with Designing Local, Ltd., of Columbus, Ohio, for the Public Art Master Plan.

ITEM #5 - Submitted by Jane Cullen, Project Engineer
WEST MARKET STREET SEWER REPLACEMENT PROJECT - CONTRACT AWARD WITH RISING SON COMPANY
Budgetary Information: The estimated cost of the project based on bids including engineering, inspection,
advertising and miscellaneous costs is \$71,930.10 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 Rising Son Company, LLC, of Mansfield, Ohio, for the West Market Street
sewer replacement project; and declaring that this ordinance shall take immediate effect in accordance with
Section 14 of the city charter.
ITEM #6 - Submitted by Jane Cullen, Project Engineer
VENICE ROAD PUMP STATION IMPROVEMENTS PROJECT - CONTRACT AWARD WITH K.E. MCCARTNEY &
ASSOCIATES
Budgetary Information: The estimated amount of the consultant fee for contract administration and inspection
services is not to exceed \$95,036 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 an agreement for professional services with K.E. McCartney & Associates, Inc., of
Mansfield, Ohio, for contract administration and inspection services 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.
ITEM #7 - Submitted by Jane Cullen, Project Engineer
GARTLAND AVENUE RECONSTRUCTION PROJECT – AMENDMENT TO AGREEMENT WITH RICHLAND
ENGINEERING LIMITED
Budgetary Information: The current cost of the professional design services for the Gartland Avenue reconstruction
project is \$86,845 with \$55,845 to be paid from sewer funds and \$31,000 to be paid with water funds. The additional
work required an additional fee of \$8,420 which would be paid from sewer funds in the amount of \$5,919 and water
funds in the amount of \$2,501. The revised professional design agreemet not to exceed amount would then be
\$95,265.
ORDINANCE NO: It is requested an ordinance be passed authorizing and directing the City
Manager to enter into an amendment to the agreement for professional design services with Richland
Engineering Limited of Mansfield, Ohio, for the Gartland Avenue reconstruction project; and declaring that this
ordinance shall take immediate effect in accordance with Section 14 of the city charter.
ITEM #8 - Submitted by Todd Gibson, Properties & Facilities Superintendent
RENTAL & SERVICE AGREEMENT FOR PORTABLE RESTROOMS IN CITY PARKS WITH GARNER SANITATION
Budgetary Information: The total cost of this contract for years 2018 – 2020 is \$47,450. The cost of the rental
and service of the portable restrooms will be paid with general funds and recreation funds based on the usage
(number of service times and the restroom size) and location. All costs have been included in the contractual
services portions of the operation and maintenance budgets for the respective departments. This agreement
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CITY MANAGER'S REPORT OLD BUSINESS NEW BUSINESS AUDIENCE PARTICIPATION EXECUTIVE SESSION(S) ADJOURNMENT	Open discussion on any item (5 minute limit)
Buckeye Broadband broadcasts on C Monday, March 12 at 8:30 p.m. Tuesday, March 13 at 5 p.m. Monday, March 19 at 8:30 p.m.	Channel 76:
YouTube: https://www.youtube.com	/channel/UCBxZ482ZeTTixa_Rm16YWTQ

LEGAL NOTICE Pursuant to Section 51 of the City Charter of Sandusky, Ohio, the following tentative appropriations for the municipal government of Sandusky, Ohio have been prepared and a public hearing will be held upon the stated subject at a regular meeting of the City Commission to be held at 5:00 P.M. on Monday, March 12, 2018 at City Hall, 222 Meigs Street, First Floor Conference Room, of said city. MANAGER'S FUND DEPARTMENT RECOMMENDATION
 FIRE
 5,160,045

 STREET LIGHTING
 265,000

 CEMETERY
 414,371

 COMMUNITY DEVELOPMENT
 1,034,025

 ECONOMIC DEVELOPMENT
 30,000

 BUILDING INSPECTION
 306,427

 HORTICULTURE SERVICES
 1,437,427

 JACKSON STREET PIER
 1,000

 CITY MANAGER
 155,994

 ADMINISTRATIVE SERVICES
 105,743

 FINANCE DEPARTMENT
 146,897

 TAXATION
 463,231

 INFORMATION TECHNOLOGY
 395,858

 LAW DEPARTMENT
 345,088

 CITY COMMISSION
 31,064

 COMMISSION CLERK
 47,429

 CITY COMMISSION
 31,064

 COMMISSION CLERK
 47,429

 MUNICIPAL COURT
 1,044,865

 MUNICIPAL BUILDINGS
 605,046

 ENGINEERING DEPARTMENT
 383,633

 FLEET
 353,782

 ADMINISTRATIVE SUPPORT
 877,700

 SUBTOTAL
 \$19,162,040

 TRANSFERS
 4,862,038

 TOTAL CENERAL FUND
 \$20,040,072

 TOTAL GENERAL FUND......\$24,024,078\$80,000\$2,472,271 PUBLIC TRANSIT FUND..... PARKS & RECREATION FUND: APER DISTRICT23,700 PAVILION (AQUATIC CENTER). 2,300

GOLF COURSE 219,900

RECREATION. 472,050 BOAT RAMP..... 25,000 TOTAL PARKS & RECREATION FUND.....\$742,950\$815,870 FIRE PENSION FUND.....\$637,293 POLICE PENSION FUND..... STATE GRANTS FUND.....\$363,500 FEDERAL GRANTS FUND.....\$1,159,000 INDIGENT DRIVER ALCOHOL TREATMENT FUND......\$107,000 ENFORCEMENT & EDUCATION FUND......5,000 COURT COMPUTER FUND..... INDIGENT TELEPHONE FUND.....\$105,000 COURT PROBATION FUND... PAYROLL STABILIZATION FUND.....\$145,000 CAPITAL IMPROVEMENT FUND......\$600,000 CAPITAL PROJECTS FUND.....\$11,000,000 TAX INCREMENT FUND......\$20,000 SPECIAL ASSESSMENTS IMPROVEMENT FUND......\$342,500 GENERAL BOND & NOTE RETIREMENT FUND......\$1,638,222 URBAN RENEWAL TEMPORARY REVENUE BONDS FUND......\$431,655 SPECIAL ASSESSMENT BOND RETIREMENT FUND.....\$295,333 WATER FUND: CUSTOMER ACCOUNTING OFFICE......215,478
BIG ISLAND WATER WORKS.......2,716,551 478 WATER DISTRIBUTION. ADMINISTRATIVE SUPPORT...... SEWER FUND:
 SEWER FUND:
 215,878

 CUSTOMER ACCOUNTING OFFICE
 215,878

 WASTE WATER TREATMENT PLANT
 3,198,149

 SEWER MAINTENANCE
 1,727,324

 STORM WATER
 195,000

 ADMINISTRATIVE SUPPORT
 951,500
 CAPITAL.....
DEBT SERVICE..... TOTAL SEWER FUND... INTERNAL SERVICE FUND......\$4,300,000\$150,000 GENERAL TRUSTS......\$2,000 PARK ENDOWED TRUSTS..... OAKLAND CEMETERY ENDOWED TRUSTS......\$80,000 TRUST & AGENCY...\$60,000\$74,807,856 TOTAL CITY MANAGER RECOMMENDATION..... ERIC L. WOBSER CITY MANAGER CITY OF SANDUSKY, OHIO MARCH 6, 2018 March 8, 2018



City of Sandusky

2018 Draft Budget Version #2

February 23, 2018

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GENERAL FUND EXECUTIVE SUMMARY FOR 2018

Estimated Beginning Balance at 1/1/18

\$4,729,272

Estimated 2018 Revenues

\$24,070,365

Estimated 2018 Expenditures

\$24,024,078

Estimated Ending Balance at 12/31/18

\$ 4,775,559

Estimated % of Ending Balance / Estimated Expend

20%

History:

IRISTOLY.				
Year	Actual Revenues	Actual	Ending Balance	Ending Balance
	TA POLICE MAN TO THE TAX TO THE T	Expenditures		as a % of Actual
				Expend
2003	\$16,088,939	\$16,176,261	\$3,090,453	19.1%
2004	\$16,540,288	\$16,858,510	\$2,771,935	16.4%
2005	\$16,470,821	\$16,090,230	\$3,152,526	19.6%
2006	\$16,793,365	\$16,676,931	\$3,268,960	19.6%
2007	\$17,527,154	\$17,122,845	\$3,673,269	21.5%
2008	\$17,768,342	\$17,751,049	\$3,690,562	20.8%
2009	\$16,731,925	\$17,574,865	\$2,847,622	16.2%
2010	\$16,867,171	\$16,238,496	\$3,476,297	21.4%
2011	\$16,367,165	\$16,226,079	\$3,617,383	22.3%
2012	\$15,964,014	\$15,875,025	\$3,706,372	23.3%
2013	\$16,966,326	\$16,445,002	\$4,227,696	25.7%
2014	\$16,327,718	\$16,351,129	\$4,204,285	25.7%
2015	\$19,932,739	\$19,967,000	\$4,170,024	20.9%
2016	\$22,177,977	\$21,860,573	\$4,487,429	20.5%
2017	\$22,789,884	\$22,548,041	\$4,729,272	21.0%

2018 GENERAL FUND REVENUE ESTIMATES WITH YTD ACTUAL AMOUNTS FROM 2013 - 2017

ACTUAL YTD AMOUNTS

ORIGINAL BUDGET AMOUNTS

	2013	2014	2015	2016	2017	Original	Original	Original	Draft	Draft
	YTD Actual	YTD Actual	YTD Actual	YTD Actual	YTD Actual	YTD Budget	2015	2016	2017	2018
	110110000	110 Actual	11D Actual	1 1D ACIONI	TTO ACTUAL	TID Budget	YTD Budget	Y I D Budget	YTD Budget	YTD Budge
Revenues										
General Revenues										
Property Tax	1,503,217	1,509,386	1,518,046	1,506,564	1,520,726	1,500,000	1,500,000	1,500,000	1,500,000	4 550 000
Income Tax	7,034,691	6,977,782	9,433,948	10,886,444	11,241,874	6,895,000	9,244,000	9,905,000	11,500,000	1,550,000
Admissions Tax	2,858,730	2,723,977	3,665,452	4,333,142	4,241,462	2,764,000	3,765,000	3,850,000	4,460,000	12,000,000
Hotel/Motel Tax	1,181,880	1,076,421	1,207,305	1,285,270	1,313,798	1,100,000	1,150,000			4,550,000
Estate Tax	638,316	47,897	19,593	3,184	1,515,750	2 3 1 3 7 3 7 7 7 7	1,150,000	1,275,000	1,300,000	1,450,000
Local Government Funds	432,441	415,593	436,902	403,972	394,501	440 747	447 507			222.50
Other State Levied Monies	184,982	185,479	183,231	179,852		410,717	417,597	430,000	400,000	400,000
Cable Franchise Fees	379,408	385,715			178,494	185,000	185,000	179,663	185,000	185,000
Liquor/Beer Permits	65,311	68,525	393,920	374,177	363,334	385,000	390,000	400,000	385,000	385,000
State Patrol Fines			67,738	67,145	68,642	75,000	75,000	68,000	70,000	70,000
Unclaimed Funds	17,237	14,931	14,534	13,115	16,590	20,000	20,000	15,000	15,000	15,000
	192	2,286	2.5	3.5	40.5		1,000	100	74.0	1974
Public Vendor Licenses	1,850	2,300	2,950	1,350	2,450	1,500	2,300	3,000	1,500	1,500
Tax Abatement Monitoring Fees	4,199	4,403	6,915	4,470	3,059	4,000	4,000	7,000	4,000	4,000
Sale of Property	22,338	3,219	44,519	3,093	8,162	20,000	45,000	5,000	3,000	3,000
Interest	141,709	133,260	147,719	143,100	199,474	120,000	135,000	150,000	160,000	220,000
Rental Income	120,800	187,295	172,402	212,309	330,328	160,000	160,000	190,000	215,000	250,000
Donations	March 1		- N. J L	25	120	13-517-03		100,000	210,000	250,000
Refunds / Reimbursements	305,107	379,263	279,753	68,810	219,205	180,000	220,000	100,000	50,000	75,000
	14,892,408	14,117,732	17,594,929	19,486,022	20,102,217	13,820,217	17,313,897	18,077,663	20,248,500	21,158,500
Division / Department Revenues	\$									
Police Department	308,697	263,670	311,384	451,503	397,498	315,000	315,000	315,000	475 000	475.000
Police/Fire Marine Patrol	79,175	82,904	81,138	79,125	65,875	76,000	75,000	80,000	475,000	475,000
Fire Department	167,894	418,370	420,668	421,312	433,333	425,000	425,000		85,000	85,000
Oakland Cemetery	96,550	90,254	108,100	117,474	120,543	85,000	90,000	420,000	425,000	425,000
Com Dev/Jackson St Parking	28,129	27,178	57,733	83,413	132,669	35,000		120,000	125,000	125,000
Building Division	294,185	217,028	195,325	266,689	306,882	250,000	51,000	60,000	85,000	125,000
Horticultural Services	77,095	74,822	73,542	94,804	71,352		250,000	250,000	310,000	370,000
City Manager/Finance/HR	4,200	3,556	3,478	10,409		70,000	75,000	75,000	95,000	95,000
Data Processing Center	77,039	103,114	100,524	70,444	4,200	6,000	6,000	3,500	6,000	6,000
Law Department	9.380	11,301			73,639	80,000	80,000	105,000	75,000	75,000
City Commission	484	74	12,383	11,448	9,839	10,000	10,000	12,500	13,000	13,000
Municipal Court	890,060		000 005	4 005 000		7.000	5.00	7.5	100 40	* S
Building Maintenance	1,993	889,418	928,825	1,035,320	1,019,516	940,000	920,000	970,949	1,085,000	1,044,865
Engineering		1,116	5,057	4,093	4,819	2,000	2,000	2,000	4,000	5,000
Mechanic Department	12,949	8,892	10,154	24,981	18,034	12,000	12,000	12,000	25,000	33,000
wechanic Department	26,088	18,289	29,500	20,940	29,467	30,000	20,000	35,000	30,000	35,000
	2,073,918	2,209,985	2,337,811	2,691,955	2,687,667	2,336,000	2,331,000	2,460,949	2,838,000	2,911,865
Total General Fund Revenues	16,966,326	16,327,717	19,932,739	22,177,977	22,789,884	16,156,217	19,644,897	20,538,612	23,086,500	24,070,365

POLICE DEPARTMENT - 2018 OPERATING BUDGET

The Police Department budget is for expenses related to providing safety services.

DOLLOT TARRELL VIA	2015 Actual	2016 Actual	2017 Actual	2016 Proposed Appropriations	2017 Proposed Appropriations	2018 Proposed Appropriations
POLICE - PATROL (110-1010)						
WAGES/FRINGES	3,664,092	4,432,493	4,319,182	4,561,483	4,690,145	4,679,043
TRAVEL & TRAINING	19,198	16,820	21,356	22,500	22,500	22,500
CONTRACTUAL SERVICES	66,343	44,369	51,634	88,198	74,045	99,745
SUPPLIES & MATERIALS	137,065	146,754	162,963	193,550	176,300	182,800
MAJOR EXPENSES/OTHER	14,788	11,396	30,376	14,200	54,780	37,200
TOTAL	3,901,486	4,651,834	4,585,510	4,879,931	5,017,770	5,021,288
POLICE - NON UNIFORM (110-1020)						
WAGES/FRINGES	98,850	127,772	156,176	137,581	156,747	163,026
TRAVEL & TRAINING	-	-		500	500	500
CONTRACTUAL SERVICES	159,405	158,476	165.816	177,727	188,122	204,716
SUPPLIES & MATERIALS	393	393	-		100,122	204,710
MAJOR EXPENSES/OTHER	-	- 1	-	T -		
TOTAL	258,647	286,641	321,992	315,808	345,369	368,242
POLICE - RESERVES (110-1030)						
WAGES/FRINGES	102,768	134,389	154,266	125,909	142,531	164,385
TRAVEL & TRAINING	-	.		500	500	500
CONTRACTUAL SERVICES	-	311		500	500	500
SUPPLIES & MATERIALS	1,941			2.500	2,500	2,500
MAJOR EXPENSES/OTHER	- 1	-		2,500	2,300	2,500
TOTAL	104,709	134,701	154,266	129,409	146,031	167,885
POLICE - DETECTIVES (110-1160)						
WAGES/FRINGES	470.570	- 1	- 1			
TRAVEL & TRAINING	1.270				-	
CONTRACTUAL SERVICES	307					
SUPPLIES & MATERIALS	4,597					
MAJOR EXPENSES/OTHER	- 1			-		
TOTAL	476,744	-		- 1		
POLICE TOTAL	4,741,586	5,073,175	5,061,767	5,325,148	5,509,170	5,557,415

FIRE DEPARTMENT - 2018 OPERATING BUDGET

The Fire Department budget is for expenses related to providing firefighting services, EMS services, and fire prevention.

FIRE (110-1310)	2015 Actual	2016 Actual	2017 Actual	2016 Proposed Appropriations	2017 Proposed Appropriations	2018 Proposed Appropriations
WAGES/FRINGES	4,329,731	4,492,204	4.532.722	4,346,353	4.637.250	4 700 745
TRAVEL & TRAINING	5,935	9,133		10,000	16,500	4,763,745
CONTRACTUAL SERVICES	256,622	207,109	206,537	233,650	223,650	49,000 217,800
SUPPLIES & MATERIALS	105,723	109,631	93,868	118,500	124,500	127,500
MAJOR EXPENSES/OTHER TOTAL	12,913	2,860	5,161	1,260	2,000	2,000
IOIAL	4,710,923	4,820,937	4,853,431	4,709,763	5,003,900	5 160 045

ADMINISTRATIVE SERVICES - 2018 OPERATING BUDGET

The Administrative Services budget is for expenses related to the operation of the human resources and information technology departments.

HUMAN RESOURCES (110-7030)	2015 Actual	2016 Actual	2017 Actual	2016 Proposed Appropriations	2017 Proposed Appropriations	2018 Proposed Appropriations
WAGES/FRINGES	74,928	76,180	77.362	78,591	82,900	80,018
TRAVEL & TRAINING	333	344	203	3,370	3,400	4,020
CONTRACTUAL SERVICES	9,169	2,714	4,825	10,000	15,000	10,000
SUPPLIES & MATERIALS	3,600	2,920	2,272	4,425	4,725	6,205
MAJOR EXPENSES / OTHER	-		-	1,000	1,000	5,500
TOTAL	88,030	82,158	84,662	97,386	107,025	105,743
INFO TECHNOLOGIES (110-7080)						
WAGES/FRINGES	75,187	119,139	156,037	108,095	155,687	151,208
TRAVEL & TRAINING	-	763	593	2,500	2.500	5,000
CONTRACTUAL SERVICES	52,532	49.423	74.004	69,920	77.135	81,650
SUPPLIES & MATERIALS	883	12,553	18,882	12,375	31,625	50,500
MAJOR EXPENSES/OTHER		-	30,840		100,625	107,500
TOTAL	128,603	181,877	280,355	192,890	367,572	395,858

PUBLIC SERVICES - 2018 OPERATING BUDGET

The Public Services budget is for expenses related to the operation of Oakland Cemetery, horticultural services, building maintenance, and fleet maintenance.

CEMETERY (110-2600)	2015 Actual	2016 Actual	2017 Actual	2016 Proposed Appropriations	2017 Proposed Appropriations	2018 Proposed Appropriations
WAGES/FRINGES	192,331	197,643	238.932	204,343	298,770	352,806
TRAVEL & TRAINING	170	45	900	125	125	325
CONTRACTUAL SERVICES	14,042	21,068	19,817	18,915	20,965	26,240
SUPPLIES & MATERIALS	19,301	20,525	26,732	23,125	29,350	
MAJOR EXPENSES/OTHER	850	20,020	440	20,125	10,000	35,000
TOTAL	226,693	239,281	286,821	246,508	359,210	414,371
HORT SERVICES (110-4850)						
WAGES/FRINGES	641,390	720,072	898,819	812,641	1,039,173	1,105,552
TRAVEL & TRAINING	984	1,205	974	1,655	1,755	1,875
CONTRACTUAL SERVICES	151,620	165,414	191,140	172,250	181,450	205,000
SUPPLIES & MATERIALS	77,785	95,148	110,349	73,675	110,106	125,000
MAJOR EXPENSES	THE THEFT AND	4,948	17,212		10,000	120,000
OTHER	425	180	173			
TOTAL	872,204	986,966	1,218,666	1,060,221	1,342,484	1,437,427
MUNICIPAL BUILDINGS (110-7550)						
WAGES/FRINGES	234,303	281,988	330,898	307,302	377,042	315,611
TRAVEL & TRAINING	398	- CONTRACTOR	68	1,585	1,935	3,935
CONTRACTUAL SERVICES	194,920	199.383	205,928	179,620	212,620	230,500
SUPPLIES & MATERIALS	47,357	55,543	56,419	39,800	47,000	55,000
MAJOR EXPENSES/OTHER						
TOTAL	476,977	536,914	593,313	528,307	638,597	605,046
MECHANICS (110-7750)						
WAGES/FRINGES	193,797	246,798	262,979	260,310	247,808	244,162
TRAVEL & TRAINING	184	45	780	3,800	5,300	5,500
CONTRACTUAL SERVICES	7,528	17,564	8,132	6,290	7,790	8,720
SUPPLIES & MATERIALS	79,544	101,592	112,913	76,100	76,400	80,400
MAJOR EXPENSES/OTHER						15,000
TOTAL	281,053	365,999	384.804	346,500	337,298	353,782

ADMINISTRATIVE SUPPORT - 2018 OPERATING BUDGET

ADMINISTRATIVE SUPPORT (110-7900)	2015 Actual	2016 Actual	2017 Actual	2016 Proposed Appropriations	2017 Proposed Appropriations	2018 Proposed Appropriations
WAGES/FRINGES	1	-				
TRAVEL & TRAINING	426	727	998		700	-
CONTRACTUAL SERVICES	676,420	577,836	732,891	550,000	700	700
SUPPLIES & MATERIALS	3,696	8,822	6,910	550,000	700,000	700,000
MAJOR EXPENSES	5,050	0,022	0,910	3,500	8,500	7,000
OTHER	179,494	171,028	176.094	440.004		-
TRANSFERS:	170,404	171,020	176,094	149,334	170,000	170,000
STREET FUND		31,000	50,442		400.079	000.045
TRANSIT FUND	173.264	241,792	310,352	150,000	162,273	208,346
PARKS & REC FUND	222,995	179,435	208,171		200,000	200,000
FIRE PENSION FUND	673,596	728,021		198,900	231,250	426,950
POLICE PENSION FUND	490,255	568,422	710,121	645,776	685,085	677,781
GEN BOND RETIREMENT FUND	475,000		529,290	493,168	501,465	499,204
PAYROLL STAB FUND		450,000	397,564	458,450	417,092	421,924
STATE/FEDERAL GRANTS FUNDS	125,000	300,000	350,000	75,000	75,000	75,000
INTERNAL SERVICE FUND	205,561	-	62,681	-		
	300,000					
SPECIAL ASSESS BOND RET FUND	181,321	200,000		131,481	18,525	10,333
PUBLIC ARTS COMMISSION				-		42,500
NEIGHBORHOOD INITIATIVE		900,000			1.1.	
ED/HOUSING/BLIGHT - ISSUE 8	650,000	700,000	800,000	700,000	800,000	800,000
INFRASTRUCTURE - ISSUE 8	1,000,000	1,000,000	1,500,000	1,000,000	1,500,000	1,500,000
TOTAL TRANSFERS	4,496,992	5,298,671	4,918,621	3,852,775	4,590,690	4,862,038
TOTAL	5,357,028	6,057,084	5,835,514	4,555,609	5,469,890	5,739,738

The economic and community development budget is for expenses related to the operation of the code enforcement office, building division and housing offices. In addition, these departments assist with area businesses with development issues.

ECONOMIC DEV (110-4070)	2015 Actual	2016 Actual	2017 Actual	2016 Proposed Appropriations	2017 Proposed Appropriations	2018 Proposed Appropriations
WAGES/FRINGES						THE PROPERTY OF
TRAVEL & TRAINING				-		
CONTRACTUAL SERVICES	69.571	30,000	20,000	*****	-	
SUPPLIES & MATERIALS	55,571		30,000	30,000	30,000	30,000
MAJOR EXPENSES/OTHER		-	-		-	
TOTAL	69,571	30,000	30,000	30,000	30,000	30,000
COMMUNITY DEV (110-4010) (110-68	60)					
WAGES/FRINGES	409,331	677,992	909,425 1	565,125	691,738	040 000
TRAVEL & TRAINING	1,393	3,284	3,431	4,750	7,850	910,800
CONTRACTUAL SERVICES	23,500	45,268	32,677	34,750		10,650
SUPPLIES & MATERIALS	3,505	10,294	7,694	18,915	34,750	64,250
MAJOR EXPENSES / OTHER	1,839	1,821	2.971	10,313	21,915	23,300
TOTAL	439,568	738,658	956,199	623,540	21,000 777,253	26,025 1,035,025
BUILDING INSPECTIONS (110-4090)						
WAGES/FRINGES	170,352	187,496	208,631	204,964	220,566	243,427
TRAVEL & TRAINING	1,000	421	275	2,500	2,500	3,000
CONTRACTUAL SERVICES	20,176	19,943	34.658	26,750	30,750	42,500
SUPPLIES & MATERIALS	3,194	3,234	3,813	8,250	9,000	The second second second second
MAJOR EXPENSES / OTHER	4,000	675	2,312	0,230	4,775	10,000
TOTAL	198,722	211,769	249,690	242,464	267,591	7,500 306,427

CITY MANAGER - 2018 OPERATING BUDGET

The City Manager budget is for expenses related to the operation of the manager's office.

CITY MANAGER (110-7020)	_2015 Actual	2016 Actual	2017 Actual	2016 Proposed Appropriations	2017 Proposed Appropriations	2018 Proposed Appropriations
WAGES/FRINGES	107,247	122,623	157,310	135,155	154,490	427.004
TRAVEL & TRAINING	1.623	10,219	1,892	3,430	3,430	137,994
CONTRACTUAL SERVICES	4,132	5,213	3,235	5,500	5,500	5,500
SUPPLIES & MATERIALS	2,191	1,279	3,398	1,485	2,063	5,000
MAJOR EXPENSES / OTHER		1,270	0,000	1,403	2,003	7,500
TOTAL	115,193	139,335	165,834	145,570	165,483	155,994

CITY COMMISSION - 2018 OPERATING BUDGET

The City Commission budget is for expenses related to the operation of the Clerk and Commission offices. Commissioners are paid \$5,200 annually and the ex-officio mayor is paid \$6,240 annually.

COMMISSION (110-7200)	2015 Actual	2016 Actual	2017 Actual	2016 Proposed Appropriations	2017 Proposed Appropriations	2018 Proposed Appropriations
WAGES/FRINGES	26,588	26,510	26.364	26,609	20 477	00.000
TRAVEL & TRAINING	682	818	1,199	640	32,477	26,609
CONTRACTUAL SERVICES	9.293	9,524	6.112		640	640
SUPPLIES & MATERIALS	366	397	977	3,415	13,712	3,415
MAJOR EXPENSES / OTHER	500	381	9//	500	1,500	400
TOTAL COMMISSION CLERK (110-7210)	36,930	37,248	34,652	31,164	48,329	31,064
WAGES/FRINGES	46,068	46,464	46,504	45,989	47,651	45,989
TRAVEL & TRAINING	98	98	100	450	450	THE RESERVE OF THE PARTY OF THE PARTY.
CONTRACTUAL SERVICES	645	575	392	590	905	450
SUPPLIES & MATERIALS	185	368	479	400	The second secon	590
	100	500	4/0	400	900	
MAJOR EXPENSES / OTHER	-	-	2	W / - / - / - / - / - / - / - / - / -		400

ENGINEERING DEPARTMENT - 2018 OPERATING BUDGET

The Engineering Department budget is for expenses related to the operation of the Engineering office.

ENGINEER (110-7600)	2015 Actual	2016 Actual	2017 Actual	2016 Proposed Appropriations	2017 Proposed Appropriations	2018 Proposed Appropriations
WAGES/FRINGES	177,203	205,450	274.239	202,948	285,897	336,833
TRAVEL & TRAINING	3,304	901	891	1,800	1,800	1,800
CONTRACTUAL SERVICES	25,865	22,455	20,062	28,300	26,920	29,000
SUPPLIES & MATERIALS	4,806	6,013	8,155	2,190	10,607	16,000
MAJOR EXPENSES / OTHER	-	3,661		3,270	10,001	10,000
TOTAL	211,178	238,480	303,346	238,508	325,224	383,633

FINANCE DEPARTMENT - 2018 OPERATING BUDGET

The Finance Department budget is for expenses relating to the operation of the Finance and Tax departments. This includes accounts payable, payroll, investments, debt service, and preparation of the annual financial report.

FINANCE (110-7060)	2015 Actual	2016 Actual	2017 Actual	2016 Proposed Appropriations	2017 Proposed Appropriations	2018 Proposed Appropriations
WAGES/FRINGES	111,411	112 319 [110,780	116,094	127,412	404.740
TRAVEL & TRAINING	1.339	2,971	1,465	2,750	2,500	124,742
CONTRACTUAL SERVICES	3,811	2.713	2.704	12,600	15,850	2,500 15,850
SUPPLIES & MATERIALS	962	1,341	1.259	1,000	1,805	THE RESERVE AND ADDRESS OF THE PERSON NAMED IN
MAJOR EXPENSES / OTHER	-	698	1,200	1,000	2,000	1,805
TOTAL	117,523	120,042	116,208	133,444	149,567	2,000 146,897
INCOME TAX (110-7070)						
WAGES/FRINGES	63,011	68,820	70.469	68,791	70,314	71,581
TRAVEL & TRAINING	11.7	259		600	600	600
CONTRACTUAL SERVICES	332,915	388,202	395,108	275,000	389,700	389,700
SUPPLIES & MATERIALS	48	100	167	350	350	The second secon
MAJOR EXPENSES / OTHER		100	- 101	1,000	1,000	1,000
TOTAL	395,975	457,381	465,745	345,741	461,964	463,231

LAW DEPARTMENT - 2018 OPERATING BUDGET

The Law Department budget is for expenses related to prosecutor services in court, providing internal legal assistance to city staff, and monitoring and maintaining legal compliance with legislative actions.

LAW (110-7100)	2015 Actual	2016 Actual	2017 Actual	2016 Proposed Appropriations	2017 Proposed Appropriations	2018 Proposed Appropriations
WAGES/FRINGES	264,968	271,304	284,887	265,810	298,087	303,869
TRAVEL & TRAINING	1,606	2,449	1,592	2,131	3,500	
CONTRACTUAL SERVICES	17,292	14,265	11,017	32,701	32,701	3,500 32,701
SUPPLIES & MATERIALS	758	1,212	1,973	1,620	2,870	
MAJOR EXPENSES / OTHER	1,456	1,409	961	2,148	2,148	2,870 2,148
TOTAL	286,080	290,639	300,430	304,410	339,306	345,088

MUNICIPAL COURT - 2018 OPERATING BUDGET

The Municipal Court budget is for expenses related to the operation of municipal court which includes criminal, traffic, civil, and small claims matters.

MUNICIPAL COURT (110-7250)	2015 Actual	2016 Actual	2017 Actual	2016 Proposed Appropriations	2017 Proposed Appropriations	2018 Proposed Appropriations
WAGES/FRINGES	867,067	876.232	958.924	918,949	901,739	992,865
TRAVEL & TRAINING	4,656	2.945	3,440	3,000	the same of the sa	The second secon
CONTRACTUAL SERVICES	42,018	51,372	50,042	40,000	3,000 40,000	3,000
SUPPLIES & MATERIALS	3,777	6.946	7,110	9,000	The second secon	40,000
MAJOR EXPENSES / OTHER		0,010	7,110	3,000	9,000	9,000
TOTAL	917,518	937,495	1,019,516	970,949	953,739	1,044,865

STREET LIGHTING - 2018 OPERATING BUDGET

The Street Lighting budget is for expenses related to street lights.

STREET LIGHTING (110-1610)	2015 Actual	2016 Actual	2017 Actual	2016 Proposed Appropriations	2017 Proposed Appropriations	2018 Proposed Appropriations
WAGES/FRINGES	-	. 1				
TRAVEL & TRAINING						
CONTRACTUAL SERVICES	248.651	267,634	259,612	249,000	269,000	205 000
SUPPLIES & MATERIALS	210,001	207,004	200,012	245,000	209,000	265,000
MAJOR EXPENSES / OTHER			-	-	-	-
TOTAL	248,651	267,634	259,612	249,000	269,000	265,000

GENERAL FUND TOTAL BY CATEGORY

	19,967,000	21,860,574	22,548,041	20,424,551	22,972,508	24,024,078
TRANSFERS	4,496,992	5,298,671	4,918,621	3,852,775	4,590,690	4,862,038
OTHER	179,919	171,208	176,267	149,334	170,000	170,000
	35,845	27,468	90,273	23,878	209,328	205,873
MAJOR EXPENSES	501,677	585,064	626,332	591,260	671,016	743,530
SUPPLIES & MATERIALS	THE RESERVE AND ADDRESS OF THE PARTY OF THE	2,300,830	2,506,344	2,245,676	2,591,065	2,702,877
CONTRACTUAL SERVICES	2.386,777		55,299	68,586	81.985	125,495
TRAVEL & TRAINING	44,599	53,444	The second secon	THE RESERVE THE PERSON NAMED IN COLUMN	THE RESERVE THE PERSON NAMED IN COLUMN 2 I	
WAGES/FRINGES	12,321,191	13,423,889	14,174,906	13,493,042	14,658,424	15,214,265

2018 STREET FUND OPERATING BUDGET

The Street Fund budget is for expenses related to street maintenance and repair.

	2015 Actual	2016 Actual	2017 Actual	2016 Proposed Appropriations	2017 Proposed Appropriations	2018 Proposed Appropriations
STREET FUND (216)						
STREET (216-6200)						
WAGES/FRINGES	827,146	861,617	705 000			
TRAVEL & TRAINING	851	809	795,263	953,830	931,080	975,12
CONTRACTUAL SERVICES	154,179	152,413	1,473	1,600	3,150	3,40
SUPPLIES & MATERIALS	The state of the s	The state of the s	162,303	140,000	148,063	137,70
MAJOR EXPENSES	114,917	124,198	141,336	115,000	184,666	172,70
OTHER / CAPITAL	-		-			
TOTAL	4.007.000	25,800				
TOTAL	1,097,093	1,164,837	1,100,375	1,210,430	1,266,959	1,288,92
STREET CAPITAL (216-6110)	101,560	-	48,268		- 1	-
SUPPLIES & MATERIALS	9,847	34,652	24,377	50,000	50,000	75,000
TRAFFIC (216-7700)						
WAGES/FRINGES	161,364	104,378	115,228	132,000	444.070	101.00
TRAVEL & TRAINING	190	100	637	2,000	114,079	134,516
CONTRACTUAL SERVICES	2,796	15,604	10,162	25,000	5,130	5,130
SUPPLIES & MATERIALS	93,970	68,727	140,622	85,000	28,425	30,200
MAJOR EXPENSES		-	140,022		161,400	153,300
THER	-			- :	-	10,000
OTAL	258,320	188,809	266,649			
				244,000	309,034	333,146
OTAL STREET FUND	1,466,820	1,388,299	1,439,669	1,504,430		333,146
ummary		1,388,299	1,439,669		1,625,993	333,146
Summary VAGES/FRINGES	1,466,820 988,510	1,388,299	910,491	1,504,430	1,625,993	333,146 1,697,066
oummary VAGES/FRINGES RAVEL & TRAINING	988,510			1,504,430	1,625,993	333,146 1,697,066 1,109,636
oummary VAGES/FRINGES RAVEL & TRAINING ONTRACTUAL SERVICES	988,510	965,995	910,491	1,504,430 1,085,830 3,600	1,625,993 1,045,159 8,280	1,109,636 8,530
oummary VAGES/FRINGES RAVEL & TRAINING ONTRACTUAL SERVICES UPPLIES & MATERIALS	988,510	965,995 909	910,491	1,504,430 1,085,830 3,600 165,000	1,625,993 1,045,159 8,280 176,488	333,146 1,697,066 1,109,636 8,530 167,900
Summary VAGES/FRINGES RAVEL & TRAINING ONTRACTUAL SERVICES UPPLIES & MATERIALS IAJOR EXPENSES	988,510 1,041 156,975	965,995 909 168,017	910,491 2,109 172,465	1,504,430 1,085,830 3,600 165,000 250,000	1,625,993 1,045,159 8,280 176,488 396,066	1,109,636 8,530 167,900 401,000
Summary VAGES/FRINGES RAVEL & TRAINING ONTRACTUAL SERVICES UPPLIES & MATERIALS IAJOR EXPENSES	988,510 1,041 156,975 218,733	965,995 909 168,017 227,578	910,491 2,109 172,465 306,336	1,504,430 1,085,830 3,600 165,000 250,000	1,625,993 1,045,159 8,280 176,488 396,066	1,109,636 8,530 167,900 401,000
Summary VAGES/FRINGES TRAVEL & TRAINING CONTRACTUAL SERVICES SUPPLIES & MATERIALS MAJOR EXPENSES DITHER CAPITAL	988,510 1,041 156,975 218,733	965,995 909 168,017 227,578	910,491 2,109 172,465 306,336	1,504,430 1,085,830 3,600 165,000 250,000	1,625,993 1,045,159 8,280 176,488 396,066	333,146 1,697,066 1,109,636 8,530 167,900 401,000

2018 STATE HIGHWAY FUND OPERATING BUDGET

The State Highway Fund budget is for expenses related to maintenance and repair of state highways within the City.

	2015 Actual	2016 Actual	2017 Actual	2016 Proposed Appropriations	2017 Proposed Appropriations	2018 Proposed Appropriations
STATE HIGHWAY (217)						Total All Marin
WAGES/FRINGES	32,185	35,483	51,045	35,000	25 000	
TRAVEL & TRAINING	-	-	01,040		35,000	54,000
CONTRACTUAL SERVICES	7,173	11,114	12,256	20,000		-
SUPPLIES & MATERIALS				30,000	30,000	13,000
TOTAL	8,682	9,004	11,189	15,000	15,000	13,000
IOIAL	48,040	55,602	74,490	80,000	80,000	80,000

2018 PARKS & RECREATION OPERATING BUDGET

The Parks and Recreation Fund budget is for expenses related to the operation of the Sandusky Bay Pavilion, Mills Creek Golf Course, Boat Ramp, Paper District Marina, and Recreation programs.

2015 Actual	2016 Actual	2017 Actual	2016 Proposed Appropriations	2017 Proposed Appropriations	2018 Proposed Appropriations
27,343	15,263	16,443	47.000	17,000	
Y	-	-	-		
19,997	18,704	17.712	22,000	16,000	16,00
13,798		The second second			7,70
	-	-			7,70
	-	-			
	650	-			- :
61,138	38,285	35,805	79,500	36,000	23,70
14.536	2510	337			
14,000	2,019				
4.071	3 152	Annual Control of the			
					2,30
				-	
		-			
19,329	6,166	5,034		2.300	2,300
		3137		2,000	2,000
115 525	115 707 1	110 201	440,000	440.000	
110,020	110,707	The second second second second		The second secon	102,000
54 586	66 226				900
					72,000
				45,000	45,000
10,270				-	
000			-	-	
			227 000	226 200	219,900
710101.9		- 10,2.2	227,000	220,200	2 15,500
00.000	04.000				
The second name of the second na					337,000
				3,000	3,500
				66,000	76,550
			26,000	55,000	55,000
	-	218	-		-
			-	-	
The second second second	THE RESERVE AND ADDRESS OF THE PARTY OF THE			-	-
168,264	151,966	235,270	170,700	254,500	472,050
-	15,239	16,449	16.000	16 000	
	-	-	10,000	10,000	
14,730	11.243	8.245	12 000	10.250	12,000
8,006		The second second			13,000
-					
-					-
-				-	
22,736	33,194	33,033	40,000	38,250	25,000
501,972	454,356	522,355	518.900		742,950
	27.12	Sec. 125	- 1-,0	001,200	1-2,300
240 607	210 000 1	250,050	******		
					439,000
		The state of the s			4,400
		158,607	158,900	159,550	178,850
86,011	74,812	84,853	99,500	115,000	120,700
The second secon	4 - 1 -				
18,278	4,948	218			0.12.4
The second secon	4,948 - 2,075	218 - 25,370	-		-
	27,343 	27,343	19,997 18,704 17,712 13,798 3,669 1,651	2016 Actual 2016 Actual 2017 Actual Appropriations	2016 Actual 2016 Actual 2017 Actual Appropriations Appropriations

2018 PENSION FUNDS OPERATING BUDGET

The Fire and Police Pension Fund budgets are for expenses related to both the current pension contribution and debt service obligations related to the long term accounting liability.

Please see the Debt Service Summary Sheet for a more detailed listing of the debt service obligations.

FIRE PENNS	2015 Actual	2016 Actual	2017 Actual	2016 Proposed Appropriations	2017 Proposed Appropriations	2018 Proposed Appropriations
FIRE PENSION (236)						
WAGES/FRINGES	757,206	806,377	705 054 1			
TRAVEL & TRAINING		000,377	795,251	731,979	769,541	763,44
CONTRACTUAL SERVICES	13,582	2.440	-			700,44
SUPPLIES & MATERIALS		2,443	2,420	3,000	3,000	3,00
MAJOR EXPENSES	-		-			
DEBT SERVICE	502 400	-	-			-
TOTAL	503,433	48,850	50,632	48,851	50,633	10.10
TANKS OF THE STATE	1,274,222	857,670	848,304	783,830	823,174	49,428 815,870
POLICE PENSION (237)						
NAGES/FRINGES	585,978	670,747	628,364			
RAVEL & TRAINING	- 1	010,141	020,364	591,918	598,926	597,560
CONTRACTUAL SERVICES	10,782	3,905	0.401	-		-
SUPPLIES & MATERIALS	10,102	3,803	2,421	3,000	3,000	3,000
AJOR EXPENSES		-	-			3,000
EBT SERVICE	374,092	20.004	-			
OTAL	The second secon	36,304	37,628	36,304	37,628	20 700
	970,852	710,956	668,413	631,222	639,554	36,733 637,293

note: bonds were refunded in 2015

2018 GENERAL BOND RETIREMENT FUND BUDGET

The General Bond Retirement Fund budget is for expenses related to debt service obligations that are general obligations of the City.

Please see the Debt Service Summary Sheet for a more detailed listing.

	2015 Actual 2016 Actual 2017 Actual		2016 Proposed Appropriations	2017 Proposed Appropriations	2018 Proposed Appropriations	
GENERAL BOND RETIREMEN	NT FUND (434)					
WAGES/FRINGES	-	-	-	1		
TRAVEL & TRAINING	-	-	-			
CONTRACTUAL SERVICES	172,290	8,180	8,068	10,000	10,000	10,000
SUPPLIES & MATERIALS	-	-	-	-	-	10,000
DEBT SERVICE	8,537,175	1,599,562	1,587,390	1,599,563	1,587,390	1,628,222
TOTAL	8,709,465	1,607,742	1,595,458	1,609,563	1,597,390	1,638,222

note: bonds were refunded in 2015

2018 URBAN RENEWAL DEBT RETIREMENT FUND BUDGET

The Urban Renewal Revenue Debt Retirement Fund budget is for expenses related to debt service obligations on the urban renewal area.

Please see the Debt Service Summary Sheet for a more detailed listing.

	COLUMN 1 1 TO THE COLUMN TO TH		2016 Proposed Appropriations	2017 Proposed Appropriations	2018 Proposed Appropriations	
URBAN RENEWAL DEBT RET		D (435)				
TRAVEL & TRAINING	-		-	-	-	-
CONTRACTUAL SERVICES	9,799	9,307	0.970	44 000	44 000	
SUPPLIES & MATERIALS	3,733	5,307	9,870	11,000	11,000	11,000
DEBT SERVICE	419,725	420,290	420,600	420,290	420,600	420,655
TOTAL	429,524	429,597	430,470	431,290	431,600	431,655

2018 SPECIAL ASSESSMENT BOND RETIREMENT FUND BUDGET

The Special Assessment Bond Retirement Fund budget is for expenses related to debt service obligations on projects where the City costs have been assessed to the property owner.

Please see the Debt Service Summary Sheet for a more detailed listing.

	2015 Actual				2017 Proposed Appropriations	2018 Proposed Appropriations	
SPECIAL ASSESSMENT BON	D RETIREMENT	FUND (535)					
WAGES/FRINGES	-	-	4	2	-		
TRAVEL & TRAINING		-	- 2	-		-	
CONTRACTUAL SERVICES	4,369	1.46	-	1,500	1,500	1,500	
SUPPLIES & MATERIALS		-		-	- 1,000	1,000	
DEBT SERVICE	563,975	327,444	301,524	327,444	301,525	293,833	
TOTAL	568,344	327,444	301,524	328,944	303,025	295,333	

note: bonds were refunded in 2015

2018 WATER FUND BUDGET

The Water Fund budget is for expenses related to the operation of the water treatment plant, water distribution, customer accounting, debt service obligations, and administrative support.

	2015 Actual	2016 Actual	2017 Actual	2016 Proposed Appropriations	2017 Proposed Appropriations	2018 Proposed Appropriations
BIWW (612-5230)						
WAGES/FRINGES	1,133,932	1,202,241	1,283,749	1 4 220 000	4.000 440	
TRAVEL & TRAINING	3,531	4,793		1,328,298	1,347,413	1,456,792
CONTRACTUAL SERVICES	528,913	543,569	5,122	9,550	7,900	7,000
SUPPLIES & MATERIALS	550,031		535,420	590,873	596,000	583,570
MAJOR EXPENSES/OTHER	13.241	517,248	613,200	674,640	697,090	669,189
TOTAL	2,229,647	2,267,851	2,437,492	2,603,361	2,648,403	2,716,55
WATER DISTRIBUTION (612-5250)						
WAGES/FRINGES	845,544	863,662	852,044	975,875	911,459	980,378
TRAVEL & TRAINING	6,287	3,407	3,441	9,025	9,900	
CONTRACTUAL SERVICES	25,233	27,347	48.830	48,742	88,376	9,500
SUPPLIES & MATERIALS	232,931	286,623	305,378	332,500	345,570	85,865
MAJOR EXPENSES	14,443	-	-	- 332,300		373,850
CAPITAL	-	-	-		-	25,000
OTHER			231		-	
TOTAL	1,124,438	1,181,038	1,209,925	1,366,142	1,355,305	1,474,593
WAGES/FRINGES FRAVEL & TRAINING	110,380	119,376 360	159,465	111,763	162,914 1,025	173,033
TRAVEL & TRAINING						
CONTRACTUAL SERVICES	26,365	35.800	29,548	28,702	35,230	1,025
SUPPLIES & MATERIALS	802	3,585	2,980	1,300	3,940	35,230
MAJOR EXPENSES	-	1,214	2,000	3,500		3,940
OTHER	39	93	185	3,300	2,000	2,000
OTAL	137,687	160,428	192,268	146,290	205,209	250 215,478
ADMINISTRATIVE SUPPORT (612-5900)						
VAGES/FRINGES	558,208	665,979	713,337	600,000	680,000	700 000
RAVEL & TRAINING	3,616	5,140	3,923	5,000		700,000
CONTRACTUAL SERVICES	291,973	180,533	187,573	250,000	5,500	5,500
SUPPLIES & MATERIALS	6,446	18,852	21,892	5,000	200,000	200,000
MAJOR EXPENSES	728	4,315	42,906	5,000	20,000	20,000
APITAL	12,576	8,978	12,000	5,000	5,000	5,000
THER	2,403	1,749	2.899	5,000	15,000	15,000
OTAL	875,950	885,546	972,529	870,000	927,500	2,000 947,500
PEBT SERVICE OBLIGATIONS	1,832,368	1,539,762	1,675,413	1,827,064	1,675,730	1,788,412
TOTAL WATER FUND (OPERATING)	6,200,089	6,034,625	6,487,626	6,812,857	6,812,147	7,142,534

2018 SEWER FUND BUDGET

The Sewer Fund budget is for expenses related to the operation of the wastewater treatment plant, sewer maintance, customer accounting, debt service obligations, and administrative support.

	2015 Actual	2016 Actual	2017 Actual	2016 Proposed Appropriations	2017 Proposed Appropriations	2018 Proposed Appropriations
WPC (613-5420)						
WAGES/FRINGES	1,379,355	1,390,996	1,523,976	1,665,061	1,747,408	1,721,084
TRAVEL & TRAINING	11,740	11,170	9,644	20,295	21,195	
CONTRACTUAL SERVICES	798,095	846,600	888,338	879,830	928.043	14,895
SUPPLIES & MATERIALS	279,376	274,676		The second secon		947,490
MAJOR EXPENSES	9,000	2/4,0/0	340,259	310,010	378,000	399,680
TOTAL	2,477,566	2,523,443	54,587 2,816,804	25,000	115,000	115,000
SEWER MAINTENANCE (613-5440)	2,477,500	2,020,440	2,010,004	2,900,196	3,189,646	3,198,149
WAGES/FRINGES	836,271	858,379	813,306	989,057	1,045,160	4 000 004
TRAVEL & TRAINING	1,579	2,417	1,076		THE RESERVE THE PERSON NAMED IN COLUMN 2 I	1,029,324
CONTRACTUAL SERVICES	142,928	177,775	THE RESERVE THE PERSON NAMED IN COLUMN TWO IS NOT THE OWNER.	5,050	5,950	6,000
SUPPLIES & MATERIALS	235,526	The state of the s	231,598	226,290	291,263	294,000
MAJOR EXPENSES	235,326	223,826	250,263	286,200	308,420	313,000
TOTAL	1,216,303	9,925	47,761 1,344,004	45,000	75,000	85,000
STORM WATER (613-5820)	1,210,303	1,212,321	1,344,004	1,651,597	1,725,793	1,727,324
WAGES/FRINGES	9.1	-	-		-	
TRAVEL & TRAINING		48	645	600	2,000	2,000
CONTRACTUAL SERVICES		19,219	29,874	80,000	71,200	108,000
SUPPLIES & MATERIALS		35,049	40,470	56,000	75,000	
MAJOR EXPENSES	-	33,043	40,470			60,000
CAPITAL	-	124,600	125,000	-		25,000
OTHER	-	124,000	125,000			-
TOTAL		178,916	195,989	136,600	148,200	195,000
CUSTOMER ACCT (613-5400)	110,379	124,841	159,465	111,763	162,914	173,033
TRAVEL & TRAINING	101	360	90	1,025	1,025	1,025
CONTRACTUAL SERVICES	29,204	32,475	30,783	28,702		
SUPPLIES & MATERIALS	808	3,651	3,140	The second secon	35,630	35,630
MAJOR EXPENSES/OTHER	- 000	1,214	3,140	1,300	3,940	3,940
OTHER	39	93	405	3,500	2,000	2,000
TOTAL	140,531		185	- 140 000	100	250
ADMINISTRATIVE SUPPORT (613-5900)	140,331	162,633	193,663	146,290	205,609	215,878
WAGES/FRINGES	555,180	660,712	712,471	600,000	680,000	700,000
TRAVEL & TRAINING	3,771	5,108	3,517	5,000	5,500	5,500
CONTRACTUAL SERVICES	311,090	204,679	212,674	275,000	210,000	210,000
SUPPLIES & MATERIALS	6,362	18,853	23,139	5,000	20,000	20,000
MAJOR EXPENSES	728	4,315	43,148	2,000	5,000	
CAPITAL	29,149	143,121	18,008	2,000		5,000
OTHER	1,077	410		2 000	10,000	10,000
TOTAL	907,355	1,037,197	1,015,371	3,000 890,000	931,500	1,000 951,500
DEBT SERVICE OBLIGATIONS (613-5910)	2,860,848	2,708,910	2,695,316	2,867,695	2,695,320	3,067,733
TOTAL SEWER FUND (OPERATING)	7,602,603	7,883,421	8,261,147	8,492,378	8,896,068	9,355,584

LONG TERM DEBT SERVICE SCHEDULE:

	Fund	2018	2018	Tetal
Police Pension (refunded portion) (42.633%)		Principal	Interest	Total
Toke Felsion (feldided portion) (42.655%)	237-1810	\$29,843.10	\$6,889.50	\$36,732.60
Fire Pension (refunded portion) (57.367%)	236-1810	\$40,156.90	\$9,270.50	\$49,427.40
		1		\$49,427.40
Schade/Mylander Plaza (refunded portion) City Complex	434-3440	\$15,000.00		
Library	434-7910 434-4091	\$740,000.00 \$340,000.00		
City Building	434-7630	\$15,000.00		
Amtrak (refunded)	434-7620	\$10,000.00	are a single friend	
Fire Station (refunded)	434-1340	\$200,000.00		
Remington Ave - City (refunded) 48.67%	434-6660	\$4,867.00	\$489.14	\$5,356.14
Columbus Underpass (refunded) 4.34%	434-6080	\$4,123.00		7
Streetscapes (refunded) 71.84% Lane St (refunded) 14.44%	434-6070	\$68,248.00		E-F - Mark some A-
Butler Street (refunded) 9.38%	434-6100 434-6670	\$13,718.00		
Grade Separation	434-7910	\$8,911.00		
2 Annual of A Street	2007720	ψ10,000.00	40,000.00	\$1,628,221.12
		V. J. V.		
Remington Ave SA 51.33%	535	\$5,133.00	\$515.86	\$5,648.86
99 Nantucket	535	\$2,297.03	\$117.14	\$2,414.17
Polk '98	535	\$1,456.38	\$74.28	
Campbell Winnebago	535	\$3,246.59	\$165.58	
Wilbert	535 535	\$3,500.00 \$5,500.00	\$420.00	100000000000000000000000000000000000000
Streetscape	535	\$16,000.00	\$660.00 \$1,920.00	1 1 1 P. C.
Polk St '97	535	\$0.00	\$0.00	
Cold Creek	535	\$110,000.00	\$94,550.00	
07 Sidewalks, Curbs, & Gutters	535	\$14,000.00	\$700.00	
Monroe	535	\$11,000.00	\$550.00	\$11,550.00
Seneca	535	\$2,000.00	\$642.00	
Huntington Ave 06 Sidewalks, Curbs, & Gutters	535	\$8,000.00	\$2,185.50	
Monroe PH #3	535 535	\$0.00	\$0.00 \$759.60	
	333	\$6,440.00	3733.00	\$9,199.60 \$293,832.96
	Fund	2018 Principal	2018 Interest	Total
Water '05	612-5910	\$5,000.00	\$3,507.50	\$8,507.50
OWDA 3669-BIWW Expansion	612-5910	\$563,316.54		\$727,190.08
OWDA 4206-WTP Electrical Improvements	612-5910	\$431,964.30	\$170,979.20	\$602,943.50
OWDA 5858 -BIWW Chemical Improvements	612-5239	\$124,855.16	\$221,318.04	\$346,173.20
OWDA 7487 - WTP PAC Feed System HAB	612-5910	\$103,597.50		\$103,597.50
(Preliminary Schedule)				\$1,788,411.78
Sewer '05	613-5910	\$70,000.00	\$37,667.50	\$107,667.50
OWDA 2180 - Ultraviolet Treatment	613-5910	\$100,064.24	\$41,174.47	\$141,238.71
OWDA 3228 - Sewer Rehabilitation	613-5910	\$17,294.88	\$6,731.96	\$24,026.84
OWDA 3302 - Sewer Rehabilitation	613-5910	\$31,450.26	\$13,387.66	\$44,837.92
OWDA 3347 - CSO Flow Monitors OWDA 3366 - Sludge Digestion System Improvements	613-5910	\$14,256.85	\$6,547.85	\$20,804.70
OWDA 3562 - Studge Digestion System improvements OWDA 3562 - Cedar Point Pump Station	613-5910 613-5910	\$58,297.19 \$289,766.03	\$24,453.37	\$82,750.56 \$343.032.70
OWDA 3583 - Final Settling Tank Improvements	613-5910	\$19,118.54	\$54,166.76 \$3,573.88	\$343,932.79 \$22,692.42
OWDA 3604 - WWTP Expansion	613-5910	\$890,256.20	\$254,811.06	\$1,145,067.26
OWDA 4977 - WWTP Improvements	613-5910	\$301,647.90	\$472,043.24	\$773,691.14
OWDA 7231 - WWTP Grit Tank Improv & Bar Screen Rehab	613-5910	\$72,207.61	\$39,246.33	\$111,453.94
OWDA 7148 - East End Sewer Improvements	613-5910	\$114,041.17	\$135,527.87	\$249,569.04
			1	
		l		\$3,067,732.82

Purpose:

To account for state-levied and state-controlled gasoline and motor vehicle license fees remitted to the City by state formula and the special \$5 license fee the City is permitted to impose by virtue of Ohio law. Monies are used for street maintenance and repairs.

STREET FUND (#216)

216-0000-41900 MV TAX 216-0000-42700 **GAS TAX** 216-0000-42800 MVL FEES 216-0000-48100 INT EARN 216-0000-49110 REIMB-WC 216-0000-49112 REIMB-HOSP 216-0000-49310 TRANS - GN 216-6110-41910 **RESURF MV TAX-2ND** 216-6110-48100 INT EARN 216-6200-48000 SALE OF PROPERTY/DONATIONS 216-6200-49108 STREET REIMB-OTHER 216-6550 SNOW & ICE REIMB 216-7700-49108 TRAFFIC REIMB OTHER

2015	2016	2017	2016 Original 2 Estimate		nal 2017 Original		20	18 Original
Actual	Actual	Actual				Estimate		Estimate
109,268	110,820	110,300	15	150,000	\$	125,000	\$	125,000
739,676	734,393	743,654	\$	800,000	\$	775,000	S	775,000
174,293	181,513	178,722	\$	180,000	\$	195,000	\$	195,000
8	15	50	\$	10	\$	20	\$	20
4,735	1,927	8,447	\$	1,000	\$	2,000	\$	2,000
14,085	-	-	\$		\$		\$	-
-	31,000	50,442	\$		\$	162,273	8	208,346
327,803	332,460	330,950	\$	350,000	\$	350,000	\$	350,000
101	123	129	\$	100	\$	200	\$	200
521	521	3,662	\$	1,000	\$	500	\$	500
8,985	11,167	23,138	\$	10,000	\$	10,000	\$	35,000
5,009	788	100	\$	-	\$	-	\$	-
8,390	5,766	3,767	\$	15,000	\$	6,000	\$	6,000
1,392,872	\$ 1,410,491	\$ 1,453,262	\$	1,507,110	\$	1,625,993	\$	1,697,066

Purpose:

To account for 7.5 percent of the state-levied and state-controlled gasoline tax and the motor vehicle license fees remitted to the City by state formula. Monies are used for maintenance and repairs of state highways within the City. State highways represent approximately 10% of the roads inside the City limits.

STATE HIGHWAY FUND (#217)

217-0000-42700 GAS TAX 217-0000-42800 M V L FEES 217-0000-48100 INT EARN 217-0000-49110 REIMB - WC

2015 Actual	2016 Actual	2017 Actual		2016 Original Estimate		7 Original stimate	8 Original stimate
59,974	59,545	60,296	1\$	65,000	\$	60,000	\$ 60,000
14,132	14,717	14,491	\$	13,500	\$	15,000	\$ 15,000
8	43	217	\$	5	\$	50	\$ 50
282	109	490	\$	350	\$	100	\$ 100
\$ 74,396	\$ 74,415	\$ 75,494	\$	78,855	\$	75,150	\$ 75,150

Purpose:

To account for monies collected by the municipal golf course, boat ramp, recreation programs, and the Sandusky Bay Pavilion. Monies are used for the operation of the parks and recreational programs.

	2015	2016	2017	20	16 Original	20	17 Original	201	18 Original
	Actual	Actual	Actual	Estimate		Estimate		Estimate	
		100000000000000000000000000000000000000							
MISC-PARK	-	100	20	\$		8	-	2	-
REIMB/SALE OF PROP	3,341	888	2.821	_	-	_	-		-
TRANSFERS FROM GF	222,995	179,435	208,171	\$	198,900	\$	231,250	\$	426,950
na									
	50,848	36,667	36,950	\$	60,000	\$	45,000	\$	45,000
ilion (fka Surf's Up)									
	1,000		750	\$	1,000	\$	-	\$	-
ourse									
	188,674	172,769	195,195	\$	200,000	\$	195,000	\$	195,000
	42,286	62,676	75,455	\$	50,000	\$	80,000	\$	70,000
	300	5,150	-	\$	9,000	\$	6,000	\$	6,000
	\$ 509,443	\$ 457,686	\$ 519,362	15	518,900				
	TRANSFERS FROM GF na ilion (fka Surf's Up)	### Actual MISC-PARK	MISC-PARK REIMB/SALE OF PROP TRANSFERS FROM GF 100 3,341 888 222,995 179,435 100 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,000 - 1,0	Actual Actual Actual Actual	Actual Actual Actual MISC-PARK REIMB/SALE OF PROP TRANSFERS FROM GF 100 20 \$ 3,341 888 2,821 \$ 222,995 179,435 208,171 \$ 100 (100 100 100 100 100 100 100 100 100	Actual Actual Estimate MISC-PARK REIMB/SALE OF PROP TRANSFERS FROM GF 100 20 \$ - 3,341 888 2,821 \$ - 222,995 179,435 208,171 \$ 198,900 100 100 100 100 100 100 100 100 100	Actual Actual Estimate MISC-PARK REIMB/SALE OF PROP TRANSFERS FROM GF 100 20 \$ - \$ 3,341 888 2,821 \$ - \$ 222,995 179,435 208,171 \$ 198,900 \$ 100 100 100 100 100 100 100 100 100 10	Actual Actual Estimate Estimate MISC-PARK REIMB/SALE OF PROP TRANSFERS FROM GF 100 20 \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$	Actual Actual Estimate Estimate Estimate MISC-PARK REIMB/SALE OF PROP TRANSFERS FROM GF 100 20 \$ - \$ - \$ - \$ 3,341 888 2,821 \$ - \$ - \$ 222,995 179,435 208,171 \$ 198,900 \$ 231,250 \$ 100 50,848 36,667 36,950 \$ 60,000 \$ 45,000 \$ 1,000 - 750 \$ 1,000 \$ - \$ 1,000 - 750 \$ 1,000 \$ - \$ 188,674 172,769 195,195 \$ 200,000 \$ 195,000 \$ 42,286 62,676 75,455 \$ 50,000 \$ 80,000 \$

To account for monies received from property taxes and transfers from the General Fund for payment of both the current pension contribution and the long-trem accounting liability.

FIRE PENSION FUND (#236) & POLICE PENSION FUND (#237)

236-1810-41000	Fire Pension Fund RE TAXES
236-1810-41010	PU TAXES
236-1810-41100	TANG PP TX
236-1810-41300	TRAILER TX
236-1810-42300	ST-RB/HMST
236-1810	DEBT REFUNDING
236-1810-49310	TRANS-GN
	Subtotal

	Police Pension Fund RE TAXES PU TAXES TANG PP TX TRAILER TX ST-RB/HMST DEBT REFUNDING REIMBURSEMENTS TRANS-GN Subtotal
--	---------------------------------------------------------------------------------------------------------------------------------------------------

2015 Actual		2016 Actual		2017 Actual		2016 Original Estimate		2017 Original Estimate		18 Original Estimate
10100	_									- Continue
124,384	_	123,624		124,644	1	125,634	T	124,000	_	404.00
174		-			1	200	-	124,000	-	124,00
2,511		2		-		20	-			-
392		318		354	-			-		
14,945		14,659			+-	200		439		439
459,282		14,008	_	14,565	-	12,000		13,650		13,650
673,596	-	720 004	_	-		-				
	-	728,021		710,121		645,776		685,085		677,781
\$ 1,275,284	2	866,625	\$	849,684	\$	783,830	\$	823,174	6	815,870

124,384	123,624	4	124,644	_	105.001	_			
174	120,02	7	124,044		125,634		124,000		124,000
	-		-		200		-		
2,511	2	2	-		20				
392	318	3	354		200	-	100		-
14,945	14,659	9	14,565	-		-	439		439
341,279	1 1,000	+	14,000	-	12,000		13,650		13,650
	1011	-	-		-		-		-
100.055	4,244	and a					-		
490,255	568,422	2	529,290		493,168		End der	-	100.000
973,941	\$ 711,270	\$	668,853	10		4	501,465		499,204
		-	000,000	P	631,222	\$	639,554	\$	637,293

This fund accounts for resources that are used for the payment of principal, interest, and fiscal charges on general obligation debt.

		2015	2016	2017	2016 Original	2017 Original	2018 Original
GENERALI	BOND RETIREMENT FUND (#434)	Actual	Actual	Actual	Estimate	Estimate	Estimate
434-1340	FIRE STATION BOND REFUNDING	2,420,817	-	- 1	1\$ -	-	S -
434-3440	SC/MY PLAZA BOND REFUNDING	87,041		-	\$ -	\$ -	\$ -
434-4091-41000	GB LBRY LVY RA TX-CO	414,598	412,005	415,467	409,686	409,686	409,686
434-4091-41100	GB LBRY LVY TRL TX	-	7	-	-	-	-
434-4091-41300	GB LBRY LVY RE TX-ST	1,308	1,061	1,180	800	917	917
434-4091-42300	GB LBRY LVY RE TX-ST	49,817	48,862	48,551	49,695	49,695	49,695
434-6070	STREETSCAPE BOND REFUNDING	415,891	-			-	-
434-6070-49341	STREETSCAPE TSF-ED	79,455	-		77,013		-
434-6080	COL AVE UNDER BOND REFUNDING	25,125	Н				
434-6100	LANE ST BOND REFUNDING	83,595	-	-		-	
434-6100-49341	LANE ST-ECON TSF-ED	15,971	-	-	15,480		
434-6660	REMINGTON ST BOND REFUNDING	34,868	-	-	101-	-	
434-6670	BUTLER ST BOND REFUNDING	54,302	-	-			
434-6670-49341	BUTLER ST-ECON	10,374		-	10,056		
434-7620	AMTRACK-ECON BOND REFUNDING	71,825	-	-		3	-
434-7620-49341	AMTRACK-ECON TSF-ED	12,800	-	-	12,400		
434-7910-49341	FIRE TRUCK	118,508	-	-		-	-
434-7910-41400	GB DEBT-B INCOME TAX	623,868	722,541	746,483	640,000	720,000	756,000
434-7910-47161	GB DEBT VAR IMP BONDS	3,760,879	-	н н	-	-	
434-7910	GB DEBT REIMB	248	-	-		1-7	
434-7910-49310	GB DEBT TRANS-GN	475,000	450,000	397,564	394,438	417,092	421,924
	Total	\$ 8,756,290	\$ 1,634,476	\$ 1,609,245	1,609,568	1,597,390	1,638,222

This fund accounts for resources that are used for the payment of principal, interest, and fiscal charges on urban renewal re-

URBAN RENEWAL DEBT RETIREMENT FUND (#435)

435-0000-41021

TIF CHESAPEAKE

435-0000-42300 435-0000-47134

ST-RB/HMST BOND/NOTE PROCEEDS

Total

2015	2016	2017	2016 Original	2017 Original	2018 Original
Actual	Actual	Actual	Estimate	Estimate	Estimate
500 005	500.000				
532,265	523,299	575,201	525,000	525,000	525,000
59,564	59,728	57,440	60,000	60,000	60,000
-	-	-	-		-
591,828	583,027	632,641	585,000	585,000	585,000

This fund accounts for special assessment monies received for the payment of principal, interest, and fiscal charges on special assessment debt.

\$\frac{\(\mathbb{F}\)}{\(\mathbb{F}\)}\$

535-7910-43501

\$\frac{\(\mathbb{S}\)}{\(\mathbb{F}\)}\$

535-7910-43601

\$\frac{\(\mathbb{S}\)}{\(\mathbb{E}\)}\$

\$\frac{\(\mathbb{E}\)}{\(\mathbb{E}\)}\$

\$\fra

2015	2016	2017	2016 Original	2017 Original	2018 Original	
Actual	Actual	Actual Estima		Estimate	Estimate	
38,230	34,835	32,839	40,000	35,000	35,000	
95,292	76,323	73,360	90,000	75,000	75,000	
	13			-	-	
4,659			4,000		F-00 T-11 *1.	
13,050	10,653	12,086	15,000	10,000	10,000	
50,230	42,660	195,929	52,000	165,000	165,000	
186,614		-	-	-	100,000	
181,321	200,000	-	167,481	18,525	10,333	
569,395	364,485	314,214	368,481	303,525	295,333	

To account for operations of the water distribution system within the City and for the sale of the water to Erie County.

	WATER CUMP (HOLE)	2015	2016	2017	2	016 Original	2	017 Original	1 20	018 Original
	WATER FUND (#612)	Actual	Actual	Actual		Estimate		Estimate		Estimate
612-0000-45017	WW - RET CK	17,243	2,231	2.602	10	1.450	Ι φ	4 450	10	1 (=
612-0000-45261	WW - WA-MO	2,956,428	3,876,737	4,225,567	\$	1,450 3,998,102		1,450	_	1,45
612-0000-45262	WW - CO-WA	2,187,692	3,134,524	2,994,778	\$	THE RESERVE AND ADDRESS OF THE PARTY OF THE	\$	4,277,969	\$	4,406,30
612-0000-45270	WW - PIPE CONN	4.307	12,784	9,232	\$	3,211,784	\$	3,211,784	\$	3,211,78
612-0000-45271	WW - WATER TAPS	3,185	5,821	2,488	\$	5,254 1,245	\$	5,254	\$	5,25
612-0000-45272	WW - MSC-WATER	0,100	3,021	2,400	\$	1,245	Name and Address of		\$	1,24
612-0000-45275	WW - TURN ON-WT	53,001	66,749	90,992	\$	The second second second	\$	2	\$	
612-0000-48000	WW - SALE-PROP	138	624	50,552		36,066	\$	36,066	\$	36,06
612-0000-48190	WW - INT -SERV	412	649	827	\$	- 205	\$	-	\$	-
612-0000-49108	WW - REIMB-OTHR	2,250	4,926	284	_	335	\$	335	\$	335
612-0000-49110	WW - REIMB-WC	12,761	5,847	The second secon	\$	2,334	\$	2,334	\$	2,334
612-0000-49112	WW - REIMB HOSP	34,772	3,047	27,679	\$	25,821	\$	25,821	\$	25,82
612-0000-49200	WW - REFUNDS	34,772		-	\$	30,362	\$	30,362	\$	30,362
612-5200	CAO	41	92	454	\$	6,405	\$	6,405	\$	6,405
612-5220	BIWW BLDG IMP GRANTS	41	19.257	154	\$	-	\$	-	\$	-
612-5230	BIWW	30,306	25,440	12.004	\$	-	\$		\$	-
612-5250	WTR DISTRIBUTION	4,359		13,084	\$	-	\$		\$	-
612-5900	ADMIN SUPPORT	686	14,242	7,112	\$	-	\$	-	\$	-
	7.12.11.11.00, 1.01.1	\$ 5,307,581	\$ 7,170,060	3,098	\$	-	\$	-	\$	-
		\$ 0,307,361	\$ 7,170,060	\$ 7,377,895	\$	7,319,160	\$	7,599,027	\$	7,727,366
	Debt Proceeds/OWDA Loans									
612-5220-47076	BIWW BLDG IMP OWDA	-	313,750	1,476,544	15	-	\$		S	
612-5239-47053	WT BIWW-CHEMICAL PROJ OWDA	152,807	-	-	\$	-	\$	-	\$	
612-5910-47249	WW DT-B VAR IMP BONDS	- 1		-	\$	1,150,000	\$	2,500,000	S	600,000
612-5910-49108	WT DT-B REIMB OTH	10.15			\$	-,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	S	2,000,000	\$	000,000
		152,807	313,750	1,476,544	\$	1,150,000	\$	2,500,000	\$	600,000
	Total	5,460,388	7,483,810	8,854,439		8,469,160		10,099,027		8,327,366

		2015	2016	2017	2	016 Original		2017 Original	2	018 Original
	SEWER FUND (#613)	Actual	Actual	Actual		Estimate		Estimate		Estimate
613-0000-45017	SW - RET CK	37,292	2.00E	0.445	1 0	10.000	1.6			17719
613-0000-45060	SW - SW-NON IND	The second name of the second na	2,005	2,415	\$	10,000	-	10,000	_	10,000
613-0000-45065	SW - STORM WATER	5,491,864	7,332,260	9,184,839	\$	7,415,348	\$	9,269,186	\$	9,732,645
613-0000-45062	SW - SW-COUNTY	191,218	337,265	339,455	\$	337,716	\$	337,716	\$	337,716
613-0000-45070	SW - SW CONNECT	1,018,231	1,176,234	1,142,118	\$	864,767	\$	890,710	\$	917,431
613-0000-45075	SW - MSC-WPC	3,159	7,768	9,938	\$	2,500	\$	2,500	\$	2,500
613-0000-48000	7.53 (0.75) 5, 750 5	136,562	219,565	208,889	\$	85,000	\$	85,000	\$	85,000
	SW - SALE-PROP	1,720	-	-	\$	-	\$	-	\$	-
613-0000-48190	SW - INT -SERV	803	1,373	1,803	\$	500	\$	500	\$	500
613-0000-48200	SW - RENTS	12,240	11,220	12,240	\$	12,000	\$	12,000	\$	12,000
613-0000-49108	SW - REIMB-OTHR	25,852	21,721	27,587	\$	40,000	\$	200,000	\$	481,800
613-0000-49110	SW - REIMB-WC	14,931	6,511	29,293	\$	5,000	\$	5,000	\$	5,000
613-0000-49112	SW - REIMB HOSP	37,348		-	\$	35,000	\$	35,000	\$	35,000
613-5400	CAO	41	93	153	8	50	\$	50	\$	50
613-5420	WPC	1,069	2,453	1,319	8		\$	-	\$	-
613-5430	WPC EQUIP REPLACE REIMB	-	176,722	157,342	\$		\$	-	\$	
613-5440	SWR MTC	2,154	97	46,396	\$	10,000	5	10,000	\$	10,000
613-5466	SEWER COLLECTIONS UPGRADE REIMB		992	16,148	\$		\$	10,000	\$	70,000
613-5900	ADMIN SUPPORT	676	136	3,112	\$	500	\$	500	\$	500
		6,975,160	9,296,413	11,183,049	\$	8,818,381	\$	10,858,162		11,630,142
	Debt Proceeds/OWDA Loans									
613-5430	SW WPC PLANT OWDA - GRIT/BAR SCREEN	- 1	1,612,724	149 076	10	4 800 000	#			
613-5466	SW SEWER COLLECTIONS UPGRADE	18,988	The second second second	148,076	\$	1,899,000	\$	*	\$	-
613-5910-49108	SW DT-B REIMB OTH	10,900	4,141,909	856,442	\$	2,100,000	\$	1,800,000	\$	1,000,000
	- The state of the	10.000	F 7F 4 000	4 00 4 540	\$	*****	\$	1.411	\$	-
		18,988	5,754,633	1,004,518	\$	3,999,000	\$	1,800,000	\$	1,000,000
	Total	6,994,148	15,051,046	12,187,567		12,817,381		12,658,162		12,630,142

ORDINANCE	NO.

AN ORDINANCE MAKING GENERAL APPROPRIATIONS FOR THE FISCAL YEAR 2018.

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

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

Section 1. There shall be and hereby are appropriated out of any funds now in the treasury and any accruing revenues of the City available for said purposes, the values set forth below for the payment of all expenses and obligations of the City during fiscal year 2018, for the various purposes hereinafter specified.

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

	PERSONAL		
DEPARTMENT	SERVICES	OTHER	TOTAL
POLICE PATROL	4,679,043	342,245	5,021,288
POLICE RECORDS	163,026	205,216	368,242
POLICE RESERVES	164,385	3,500	167,885
FIRE	4,763,745	396,300	5,160,045
STREET LIGHTING	-	265,000	265,000
OAKLAND CEMETERY	352,806	61,565	414,371
COMMUNITY DEVELOPMENT	910,800	123,225	1,034,025
CITY WIDE ECON DEVELOPMENT	-	30,000	30,000
BUILDING DIVISION	243,427	63,000	306,427
HORTICULTURAL SERVICES	1,105,552	331,875	1,437,427
JACKSON ST PIER	-	1,000	1,000
CITY MANAGER	137,994	18,000	155,994
ADMINISTRATIVE SERVICES	80,018	25,725	105,743
FINANCE	124,742	22,155	146,897
INCOME TAX	71,581	391,650	463,231
DATA PROCESSING CENTER	151,208	244,650	395,858
LAW	303,869	41,219	345,088
CITY COMMISSION	26,609	4,455	31,064
CITY COMMISSION CLERK	45,989	1,440	47,429
MUNICIPAL COURT	992,865	52,000	1,044,865
BUILDING MAINTENANCE	315,611	289,435	605,046
ENGINEERING	336,833	46,800	383,633

PAGE 2 - ORDINANCE NO. _____

FLEET MAINTENANCE	244,162	109,620	353,782
ADMINISTRATIVE SUPPORT	-	877,700	877,700
TRANSFERS:			
STREET FUND	-	208,346	208,346
TRANSIT FUND	-	200,000	200,000
PARKS & RECREATION FUND	-	426,950	426,950
POLICE PENSION FUND	-	499,204	499,204
PAYROLL STAB FUND	-	75,000	75,000
CAPITAL ECONOMIC DEV FUND	-	500,000	500,000
CAPITAL COMMUNITY DEV FUND	-	300,000	300,000
CAPITAL STREETS/RIGHT OF WAY FUND	-	985,000	985,000
CAPITAL PARKS & REC FUND	-	325,000	325,000
CAPITAL FLEET/VEHICLES/EQUIPMENT	-	145,000	145,000
FUND			
CAPITAL PLANNING/SPECIAL	-	45,000	45,000
PROJECTS/PUB ART FUND			
CAPITAL PUBLIC ART COMMISSION	-	42,500	42,500
FUND			
FIRE PENSION FUND	-	677,781	677,781
BOND RETIREMENT FUND	-	421,924	421,924
SPECIAL ASMNT BOND RETIREMENT	-	10,333	10,333
FUND .			
GENERAL FUND	15,214,265	8,809,813	24,024,078
STREETS	975,120	313,800	1,288,920
SNOW & ICE REMOVAL	373,120	75,000	75,000
TRAFFIC & ELECTRICAL MNTC	134,516	198,630	333,146
STREET FUND	1,109,636	587,430	1,697,066
SINCELLOND	1,109,030	367,430	1,097,000
ST HIGHWAY FUND	54,000	26,000	80,000
2017 PUBLIC TRANSIT	9,456	167,067	176,523
2018 PUBLIC TRANSIT FUND	116,686	2,179,062	2,295,748
TRANSIT FUND	126,142	2,346,129	2,472,271
PAPER DISTRICT MARINA	_	23,700	23,700
PAVILION	_	2,300	2,300
MILLS CREEK GOLF COURSE	102,000	117,900	219,900
RECREATION DEPARTMENT	337,000	135,050	472,050
BOAT LAUNCH RAMP	-	25,000	25,000
PARKS & RECREATION FUND	439,000	303,950	742,950
	•	ŕ	•
FIRE PENSION FUND	763,442	52,428	815,870
POLICE PENSION FUND	E07 E60	20 722	627 202
POLICE PENSION FOND	597,560	39,733	637,293
POLICE	-	2,000	2,000
UNDERGROUND STORAGE GRANT	-	27,000	27,000
LANDBANK	-	40,000	40,000
CHIP GRANT	-	50,000	50,000
HOME PROGRAM	-	10,000	10,000
REVOLVING LOAN-ECO DEV	25,000	50,000	75,000

PAGE 3 - ORDINANCE NO. _____

DRC-PROBATION SERVICES	40,000	10,000	50,000
STATE GRANTS FUND	65,000	189,000	254,000
POLICE JAG	-	6,000	6,000
POLICE BULLETPROOF VESTS	_	7,000	7,000
EMS	_	220,000	220,000
BROWNFIELD GRANT - ASSESSMENT	_	156,000	156,000
BROWNFIELD GRANT - REMEDIATION	_	150,000	150,000
HUD CDBG	220,000	400,000	620,000
FEDERAL GRANTS FUND	220,000	939,000	1,159,000
INDIGENT DRIVER ALCOHOL TRT FUND	-	107,000	107,000
ENFORCEMENT & EDUCATION FUND	-	5,000	5,000
COURT COMPUTER FUND	10,000	25,000	35,000
INDIGENT TELEPHONE FUND	-	1,000	1,000
COURT PROBATION FUND	95,000	10,000	105,000
PAYROLL STAB FUND	145,000	-	145,000
CAPITAL - SECURITY OF PERSONS & PROP	-	45,000	45,000
CAPITAL – HEALTH	_	5,000	5,000
CAPITAL – LEISURE	-	5,000	5,000
CAPITAL – COMMUNITY	-	5,000	5,000
CAPITAL – TRANSPORTATION	-	340,000	340,000
CAPITAL - GENERAL GOVERNMENT	_	200,000	200,000
TOTAL CAPITAL IMPROVEMENT FUND	0	600,000	600,000
POLICE PATROL	-	50,000	50,000
EMS	50,000	2,200,000	2,250,000
PUBLIC ART COMMISSION FUND	-	42,500	42,500
SCHADE/MYLANDER PLAZA	-	5,000	5,000
SANDUSKY BAY PATHWAY	-	500,000	500,000
LIONS PARK BEACH	-	125,000	125,000
WATERFRONT CORRIDOR	-	25,000	25,000
SAND BAY STRATEGIC RESTORATION INITIATIVE	-	200,000	200,000
SANDUSKY BAY INITIATIVE	-	700,000	700,000
COMMUNITY DEVELOPMENT	-	393,000	393,000
ECONOMIC DEVELOPMENT	-	756,000	756,000
NEIGHBORHOOD INITIATIVE	-	900,000	900,000
CAMP ST UNDERPASS	-	100,000	100,000
WESTEND OVERPASS	-	350,000	350,000
STREET PROJECTS	-	1,000,000	1,000,000
CAPITAL STREETS/RIGHT OF WAY FUND	-	1,245,000	1,245,000
CAPITAL PARKS & REC FUND	-	325,000	325,000
CAPITAL FLEET/VEHICLES/EQUIPMENT FUND	-	145,000	145,000

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CAPITAL PLANNING/SPECIAL PROJECTS/PUB ART FUND	-	45,000	45,000
SHORELINE DRIVE PROJECT	_	500,000	500,000
JACKSON ST PIER PROJECT	-	350,000	350,000
TRANSIT CAPITAL	-	38,000	38,000
DATA PROCESSING	-	100,000	100,000
MUNI COURT	25,000	50,000	75,000
CITY HALL RELOCATION	-	500,000	500,000
PAPER DISTRICT	-	1,400,000	1,400,000
WAYFINDING/LANDING PROJECTS	-	600,000	600,000
AMTRACK STATION UPGRADES	-	10,000	10,000
JUSTICE CENTER	-	50,000	50,000
FLEET MAINTENANCE	-	25,000	25,000
CAPITAL PROJECTS FUND	75,000	12,729,500	12,804,500
TAX INCREMENT FUND	-	20,000	20,000
PP REMOVAL UNSAFE BLDGS	-	10,000	10,000
NUISANCE REMOVAL	2,000	20,000	22,000
RENTAL REGISTRATION FEE	240,000	30,000	270,000
INSPECTION FEE	-	35,000	35,000
ADMIN FEE		5,500	5,500
SPECIAL ASSESSMENT FUND	242,000	100,500	342,500
FIRE STA. #1 RELOCATION	-	249,188	249,188
SCHADE/MYLANDER PLAZA	-	16,223	16,223
LIBRARY LEVY	-	437,609	437,609
ERI-SANDUSKY STREETSCAPE	-	73,866	73,866
COL AVE UNDERPASS IMP	-	4,463	4,463
LANE ST IMPR	-	14,848	14,848
ST-REMINGTON	-	5,357	5,357
BUTLER ST RAMP	-	9,645	9,645
ERI - AMTRAK STATION	-	10,815	10,815
POL/COURT/LAW RENOVATION	-	18,008	18,008
DEBT SERVICE-BONDS		798,200	798,200
BOND RETIREMENT FUND	0	1,638,222	1,638,222
URBAN RENEWAL TEMP REV BOND FUND	-	431,655	431,655
SPECIAL ASMNT BOND RETIREMENT FUND	-	295,333	295,333
CAO	173,033	42,445	215,478
BIWW FILTRATION PLANT	1,456,792	1,259,759	2,716,551
WATER DISTRIBUTION DEPT	980,378	494,215	1,474,593
ADMINISTRATIVE SUPPORT	700,000	247,500	947,500
EQUIPMENT REPLACEMENT	-	425,000	425,000
BIWW BUILDING IMPROVEMENTS	-	1,000,000	1,000,000
PAC & BAY INTAKE REPLACEMENT	-	200,000	200,000
LINCOLN ST WATERLINE	-	125,000	125,000
CEDAR POINT WATERLINE	-	200,000	200,000

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GENERAL PLAN & WEST SIDE UTILITY 450,000 450,000 SHELDON'S MARSH INTAKE - 100,000 100,000 CAPITAL OUTLAY - 500,000 500,000 DEBT SERVICE-BASIC UTIL 0 1,788,412 1,788,412 WATER FUND 3,310,203 6,832,331 10,142,534 CAO 173,033 42,845 215,878 WATER POLLUTION CONTROL PLANT 1,721,084 1,477,065 3,198,149 SEWER MAINTENANCE DEPT 1,029,324 698,000 1,727,324 ADMINISTRATIVE SUPPORT 700,000 251,500 951,500 STORM WATER - 195,000 400,000 400,000 EQUIPMENT REPLACEMENT - 400,000 425,000 LIFT & PUMP STATIONS - 500,000 500,000 GREEN INFRASTRUCTURE EVAL - 500,000 500,000 GENERAL PLAN & WEST SIDE UTILITY - 350,000 350,000 VENICE RD PUMP STATION - 350,000 1,000,000 VENICE RD PUMP STATION - 10,000,000 1,000,000 VENICE RD PUMP STATION - 10,000 1,000				
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DEBT SERVICE-BASIC UTIL 0 1,788,412 1,788,412 WATER FUND 3,310,203 6,832,331 10,142,534 CAO 173,033 42,845 215,878 WATER POLLUTION CONTROL PLANT 1,721,084 1,477,065 3,198,149 SEWER MAINTENANCE DEPT 700,000 251,500 951,500 STORM WATER 0 195,000 195,000 WPC BUILDING IMPROVEMENTS - 195,000 425,000 WPC BUILDING IMPROVEMENTS - 500,000 500,000 SEWER COLLECTIONS UPGRADE - 500,000 500,000 GREEN INFRASTRUCTURE EVAL - 50,000 350,000 GENERAL PLAN & WEST SIDE UTILITY 350,000 350,000 VENICE RD PUMP STATION - 350,000 350,000 VENICE RD PUMP STATION - 3,000,000 400,000 GERER INFRASTRUCTURE EVAL - 50,000 350,000 VENICE RD PUMP STATION - 3,000,000 400,000 VENICE RD PUMP STATION - 1,000,000 1,0	SHELDON'S MARSH INTAKE	-	100,000	100,000
WATER FUND 3,310,203 6,832,331 10,142,534 CAO 173,033 42,845 215,878 WATER POLLUTION CONTROL PLANT 1,721,084 1,477,065 3,198,149 SEWER MAINTENANCE DEPT 1,029,324 698,000 1,727,324 ADMINISTRATIVE SUPPORT 700,000 251,500 951,500 STORM WATER - 195,000 195,000 WPC BUILDING IMPROVEMENTS - 400,000 400,000 EQUIPMENT REPLACEMENT - 425,000 425,000 LIFT & PUMP STATIONS - 525,000 500,000 SEWER COLLECTIONS UPGRADE - 500,000 500,000 GREEN INFRASTRUCTURE EVAL - 500,000 500,000 GENERAL PLAN & WEST SIDE UTILITY 350,000 350,000 VENICER D PUMP STATION - 350,000 350,000 VENICE RD PUMP STATION - 1,000,000 1,000,000 VENICE BASIC UTIL - 3,067,733 3,067,733 SEWER FUND 3,623,441 9,732,143 13,355,584	CAPITAL OUTLAY	-	500,000	500,000
CAO 173,033 42,845 215,878 WATER POLLUTION CONTROL PLANT 1,721,084 1,477,065 3,198,149 SEWER MAINTENANCE DEPT 1,029,324 698,000 1,727,324 ADMINISTRATIVE SUPPORT 700,000 251,500 951,500 STORM WATER - 195,000 400,000 400,000 WPC BUILDING IMPROVEMENTS - 400,000 425,000 EQUIPMENT REPLACEMENT - 252,000 525,000 SEWER COLLECTIONS UPGRADE - 500,000 500,000 GREEN INFRASTRUCTURE EVAL - 50,000 50,000 GENERAL PLAN & WEST SIDE UTILITY 350,000 350,000 VENICE RD PUMP STATION - 350,000 350,000 VENICE RD PUMP STATION - 3,067,733 3,067,733 SEWER FUND 3,623,441 9,732,143 13,355,584 INTERNAL SERVICE-BASIC UTIL - 4,300,000 4,300,000 POLICE - 10,000 10,000 CONTRABAND TRUST FD - 65,000 55,000 DRUG LAW ENFORCEMENT TRUST - 5,000 50,000 FIED FORFE	DEBT SERVICE-BASIC UTIL	0	1,788,412	1,788,412
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WATER POLLUTION CONTROL PLANT 1,721,084 1,477,065 3,198,149 SEWER MAINTENANCE DEPT 1,029,324 698,000 1,727,324 ADMINISTRATIVE SUPPORT 700,000 251,500 951,500 STORM WATER - 195,000 195,000 WPC BUILDING IMPROVEMENTS - 400,000 400,000 EQUIPMENT REPLACEMENT - 425,000 425,000 LIFT & PUMP STATIONS - 500,000 500,000 SEWER COLLECTIONS UPGRADE - 500,000 50,000 GRERAI PLAN & WEST SIDE UTILITY - 350,000 350,000 VENICE RD PUMP STATION - 350,000 350,000 VENICE RD PUMP STATION - 1,000,000 1,000,000 VENICE RD PUMP STATION - 1,000,000 400,000 VENICE RD PUMP STATION - 1,000,000 400,000 VENICE RD PUMP STATION - 1,000,000 1,000,000 CAPITAL OUTLAY - 400,000 400,000 VENICE RD PUMP STATION - 1,000	CAO	173.033	42.845	215.878
SEWER MAINTENANCE DEPT 1,029,324 698,000 1,727,324 ADMINISTRATIVE SUPPORT 700,000 251,500 951,500 STORM WATER - 195,000 195,000 WPC BUILDING IMPROVEMENTS - 400,000 400,000 EQUIPMENT REPLACEMENT - 425,000 425,000 LIFT & PUMP STATIONS - 525,000 520,000 SEWER COLLECTIONS UPGRADE - 500,000 500,000 GEREN INFRASTRUCTURE EVAL - 50,000 350,000 GENERAL PLAN & WEST SIDE UTILITY - 350,000 350,000 VENICE RD PUMP STATION - 1,000,000 400,000 CAPITAL OUTLAY - 400,000 400,000 CAPITAL OUTLAY - 400,000 400,000 DEBT SERVICE-BASIC UTIL - 3,067,733 3,067,733 INTERNAL SERVICE FUND - 4,300,000 4,300,000 POLICE - 10,000 10,000 CONTRABAND TRUST FD - 65,000 65,000 <		•	•	
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CEMETERY ENDOW FUND 50,000 30,000 80,000	RIDGEVIEW COLUMBARIUM	0	8,000	8,000
	CEMETERY ENDOW FUND	50,000	30,000	80,000

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STATE PATROL TRANSFER FD

60,000

60,000

TOTAL ALL FUNDS

26,139,689

50,403,167

76,542,856

Section 3. The Finance Director is authorized to draw warrants upon the

City treasury for funds appropriated in this Ordinance upon presentation of

properly approved vouchers and when in conformity with the Charter and general

laws of the State of Ohio. In addition, the Finance Director is authorized to make

transfers between funds, to cover deficiencies in City funds provided said

transfers are included in the general appropriations.

Section 4. If any section, phrase, sentence, or portion of this Ordinance is

for any reason held invalid or unconstitutional by any Court of competent

jurisdiction, such portion shall be deemed a separate, distinct, and independent

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

thereof.

Section 5. This City Commission finds and determines that all formal

actions of this City Commission concerning and relating to the passage of this

Ordinance were taken in an open meeting of this City Commission and that all

deliberations of this City Commission and any of its committees that resulted in

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

law.

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

Ordinance shall take effect at the earliest time allowed by Law.

DENNIS E. MURRAY, JR.

PRESIDENT OF THE CITY COMMISSION

ATTEST:

KELLY L. KRESSER

CLERK OF THE CITY COMMISSION

Passed:

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: March 1, 2018

Subject: Commission Agenda Item – Pipe Creek Wildlife Area Floating Dock project

<u>ITEM FOR CONSIDERATION:</u> Ordinance awarding a design-build contract to Cornerstone Landscaping, Inc. from Kent, Ohio for the Pipe Creek Wildlife Area Floating Dock project.

BACKGROUND INFORMATION: The City of Sandusky entered into an agreement with Sandusky Bay Rowing Association (SBRA) in July of 2013 for a term of six (6) years allowing SBRA to relocate their main water access to the public launch site at the east end of River Avenue within the Pipe Creek Wildlife Area as shown on the attached images. In addition, SBRA was permitted to install the existing pole barn on that property at their sole expense to be used for storage exclusively by their organization and its members. SBRA has proven to be an amazing partner as they continue to grow and push through the obstacles presented by the site. Those obstacles include limited parking, substandard site conditions and difficulty launching boats.

Lindsey Shilling, who is president of the organization, approached the City a couple years ago about the possibility of installing a floating dock to alleviate the unsafe and difficult launching conditions, as seen on the attached photos. The City indicated that CDBG funding would be a good source for this type of project, but that the facility would have to be maintained as a fully public launch site. Since SBRA had no issue with this stipulation, the City allocated \$25,000 of CDBG funds in the Jul17-Jun18 FY budget and SBRA pledged \$10,000 from their budget and an additional \$10,000 from a private donor.

The City issued a Request for Qualifications (RFQ) pursuant to the Chapter 141 of the Codified Ordinances and the Ohio Revised Code for a design-build process and received one (1) qualification package from Cornerstone Landscaping. Cornerstone Landscaping was asked to provide a proposal for the requested scope of work and after several reviews and discussions by a selection committee comprise of members of the Sandusky Bay Rowing Association, Friends of Pipe Creek, the city's Recreation Department and the city's Building Maintenance Division, the attached materials, configuration and design were approved and Cornerstone Landscaping was determined to be the most qualified firm.

The layout of this docking system will accommodate the 50-foot skulls and shorter boats used by the SBRA while also aligning with the needs of the lower-profile public kayaks and paddleboards that can also be launched at this site. With remaining funds, staff plans to purchase large rocks and signage to keep motorized boats from utilizing this dock. Stone and mulch may also be placed at the project site to allow for ease of access through the lower-lying muddy areas.

The preliminary design proposal was approved in January 2018. In anticipation of this project, the City had previously included this area in the submerged land lease for the entire Big Island property prior to

performing projects within the water treatment plant a couple years ago. The contractor will be responsible for working with the Army Corps of Engineers to meet all of their requirements. Future maintenance, including seasonal removals and installations, will be the responsibility of the City.

<u>BUDGETARY INFORMATION</u>: The preliminary design and permitting was performed under a purchase order With Cornerstone Landscaping for \$1,850. Construction will be performed by Cornerstone Landscaping for \$40,890.72. Other materials like stone, rocks, signage and mulch that are purchased under separate purchase orders would be installed by City staff. All funds will be split between CDBG (\$25,000) and private donations (\$20,000). Total project costs will not exceed \$45,000.

<u>ACTION REQUESTED:</u> It is requested that an Ordinance be awarded for the design-build contract to Cornerstone Landscaping of Kent, Ohio in the amount of \$40,890.72 and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City to allow the contractor to be able to complete the project and expend funds prior to the end of the current CDBG fiscal season and to ensure the access is available at the onset of the rowing and paddling season.

I concur with this recommendation:		
Eric Wobser		
City Manager		

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















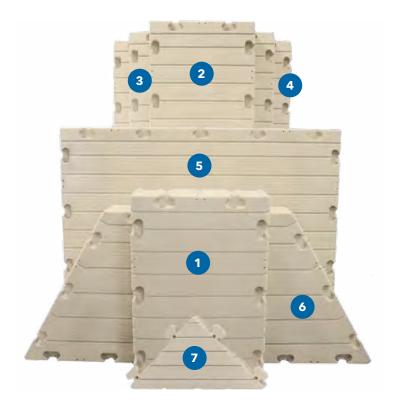




STANDARD DOCK SECTIONS

Get the look and features that are right for you

Our floating, modular, composite dock sections can be formed into a wide variety of custom configurations to perfectly suit your shoreline and your lifestyle. EZ Dock offers features and benefits that no other dock can match: unbeatable adaptability, exceptional performance in rough water, superior strength and durability, virtually no upkeep, universal accessibility, and easy installation. From simple straight-dock designs to complex configurations featuring multiple ports and platforms, EZ Dock makes it easy to create just what your family needs.







	DOCK SECTIONS	SIZE (W x L x H)	AREA	WEIGHT	FLOTATION CAPACITY	PART #
1.	40" x 5' Dock	40" x 60" x 15" 1 m x 1.5 m x 38 cm	16 sq ft 1.5 m²	88 lbs 39.9 kg	1,000 lbs 453.6 kg	204060
2.	40" Dock	40" x 120" x 15" 1 m x 3 m x 38 cm	32 sq ft 3 m²	167 lbs 75.7 kg	2,000 lbs 907.2 kg	204010
3.	60" Dock	60" x 120" x 15" 1.5 m x 3 m x 38 cm	49 sq ft 4.5 m²	257 lbs 116.5 kg	3,000 lbs 1,360.8 kg	206010
4.	80" Dock	80" x 120" x 15" 2 m x 3 m x 38 cm	64 sq ft 6 m²	338 lbs 153.3 kg	4,000 lbs 1,814.4 kg	208010
5.	100" Dock	100" x 80" x 15" 2.3 m x 2 m x 38 cm	49 sq ft 4.6 m²	287 lbs 130.1 kg	3,100 lbs 1,406 kg	208008
6.	Half Hex Dock	60" x 120" x 15" 1.5 m x 3 m x 38 cm	49 sq ft 4.5 m²	189 lbs 85.7 kg	2,000 lbs 907.2 kg	260120
7.	Corner Gusset	34" x 34" x 47" 86 cm x 86 cm x 119 cm	31 sq ft 2.8 m²	22 lbs 9.9 kg	221 lbs 10 kg	300501

NOTE: Because of the rotational molding process, weights and dimensions may vary. Supplemental flotation available to increase capacity for specific applications.



MILITARY & LAW ENFORCEMENT

Whether your military or law enforcement department needs two slips or 2,000, a small dock or a complex marina with boat lifts, water, and shore power, EZ Dock has dedicated and experienced distributors and dealers to help you navigate the process. We'll help you with new dock development or existing dock replacement.











KAYAK LAUNCHES



All New EZ Kayak Launch

With EZ Dock's all new EZ Kayak Launch, docking and launching your kayak or canoe has never been easier. The innovative new one-piece design, complete with built-in launch-assist paddle notches make this the smartest way to stay dry while entering and exiting your watercraft. And with ability to connect with our standard and low profile dock sections (as well as any other traditional docks) the new EZ Kayak Launch can be installed virtually anywhere! Whether you are an experienced kayaker or just getting started, you will feel confident and stable using our new launch.

MODEL	SIZE $(W \times L \times H)$	WEIGHT	PART #
EZ Kayak Launch	58.5" x 168" x 25" 1.5 m x 4.3 m x .6 m	325 lbs (147 kg)	200900

EZ Launch - Commercial

Universal Accessibility

A first in the industry, the EZ Launch Accessible Transfer System for kayaks and canoes provides individuals with disabilities accessibility that exceeds the minimum requirements of the Americans with Disabilities Act (ADA). The easy-to-use transfer bench and transfer slide boards allow users to simply sit, slide over, and drop down, then use the side rails to pull off or back on. The customizable system is ideal for people of ALL abilities, providing extra stability launching and docking a kayak or canoe. Contact your local dealer for more information.

FEATURES/BENEFITS:

EZ Kayak Launch

- Comfort Allows users a stable and dry entry to water
- Ease of Use Launch-assist paddle notches for support in kayak entry and exit
- Flexibility in design Ability to connect to virtually any dock (EZ Dock, traditional wood docks, and more)

EZ Launch - Commercial

- Guide rails for easy access in and out of the water
- Launch rollers for easy movement of the watercraft
- Transfer bench with two heights for easy transfer from wheelchairs
- Transfer slide boards with two heights for differing watercraft sizes
- Perfect for high traffic, public use









ANCHORS

Once you've created your EZ Dock, you'll need to select an anchoring system to work with your existing piling or your new installation. Our wide variety of anchoring components can accommodate most water conditions and bottoms (deep, shallow, rough, muddy, or sandy) and are simple to install. EZ Dock anchoring products are made from long-lasting, durable materials that can accommodate standard or heavy-duty use. Your local dealer can help you select the anchoring system that's right for your location. Call us at 1-800-654-8168.



1. Pipe Augers

100255 or 100355

Nut and bolt auger for drilling and setting pipe in lakes, rivers, or ocean bottoms. Pipe sold separately.

2. Adapter Hinge

100750 or 100750SS

Reversible hinge for bolting EZ Port PWC lifts or EZ Dock sections to other types of floating docks. Set of 2.

3. Stiff-Arm (Heavy-Duty)

800099

Anchor to shoreline abutment or shoreline post with our heavy-duty stiff-arm. Light-duty stiff-arm bracket also available.

4. Pipe Bracket (Heavy-Duty)

215250 or 215350

Heavy-duty polyethylene pipe bracket allows docks to adjust to changing water levels.

5. Pipe Bracket (Standard-Duty)

135250 or 135350

Standard-duty polyethylene bracket provides ample anchoring for EZ Port PWC lifts or for smaller docks in moderate conditions.

6. Pipe Stand-Off Bracket

1051000

Polyurethane bracket attaches top of pipe to stationary docks. Fits pipe from 2.5" to 3.5" O.D.

7. Deadweight Bracket (Heavy-Duty)

210350 with 100725P Insert Add a deadweight insert to our heavy-duty polyethylene pipe bracket to anchor docks in deep water or over rocky bottoms.

8. Deadweight Winch Insert

210350 with 100730 Winch Insert Deadweight insert and cable winch added to our polyethylene pipe bracket allow easy dock adjustment for water fluctuations. Cable sold separately.

9. Deadweight Bracket (Standard-Duty)

100740 or 100740SS

For light-duty anchoring with chain and/or to attach 4" x 4" railing or mooring posts. Chain sold separately. Set of 2.

10. Deadweight Stiff Arm Combo Bracket

100700 or 800095-15

Combination bracket can be used with both EZ Dock's deadweight or stiff-arm anchoring system.

11. Adjustable Piling Bracket

300800

Heavy-duty polyethylene bracket allows lateral position adjustment to attach to piles up to 18" in diameter.

12. Piling Bracket and Hoop

100800 or 100812 (shown)

Mainframe piling bracket is pre-drilled for hoops from 4" to 24" wide. Includes connectors with nuts. Hoops sold separately.

GANGWAYS

Easy Access

Engineered with the same technology and quality as our dock sections, EZ Dock gangways offer uncompromised durability and modular versatility. Gangways are manufactured from aluminum, wood, or polyethylene.



1. Gangway (Aluminum)

G300308 to G300532

Features welded construction with an available ThruFlow[™] decking walkway. Available in 3' and 5' widths and lengths from 8' to 32'.

2. Gangway (Polyethylene)

400406 (6' section)

Shown with two 6' sections installed with the 12' Aluminum Tube Support Kit (401412) and optional 12' Hand Rail (400912).

3. Gangway Roller Kit

300300, 300400

Gangway Roller Kit allows end of gangway to adjust to changing water levels. PVC and galvanized steel roller available for 3' and 5' widths.

4. Transition Plate

G200350 or G200550

Gangway transition plate with ThruFlow™ decking creates a sturdy transition between shore grade and aluminum gangway, or gangway to dock.

5. Hinge-To-Float

G200360, G200460, G200560

Hinged bracket with hardware attaches gangway to dock.

6. Transition Kit (Polyethylene)

100717 (15") or 100718 (30")

Hinged polyethylene plate creates a smooth transition between EZ Dock or EZ Port and another floating dock.

7. Gangplank Mounting Kit

100240, 100340 or 100600

Galvanized steel hinge bracket and hardware for wood walkways 24", 34", or 60" wide. Lumber not included.

8. Plank Gangway (Polyethylene)

200200

Hinged polyethylene panel creates a smooth transition between shore grade and deck surface.

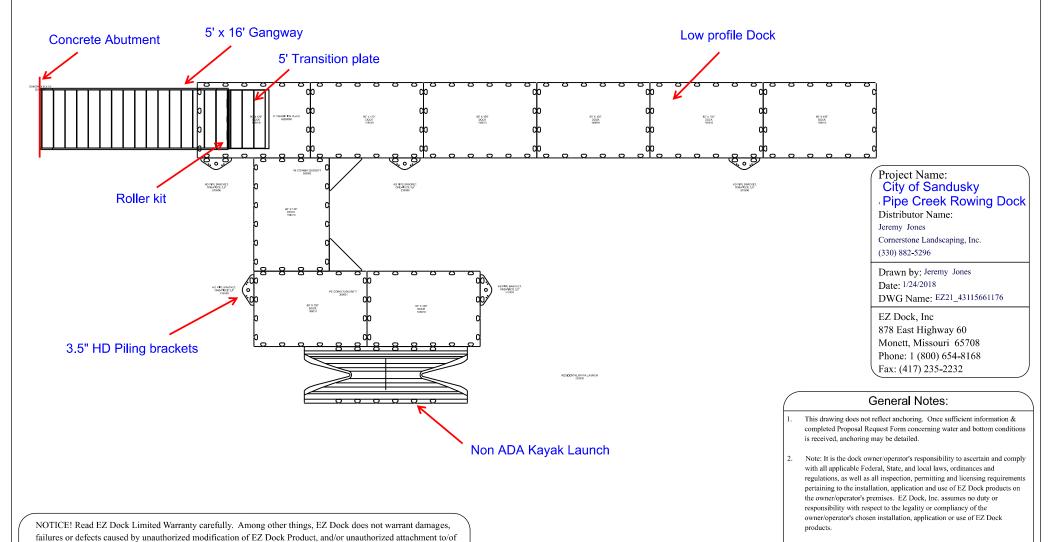


EZ Dock Product.





Reference EZ Dock Owner Manual for additional details.



ORDINANCE NO

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A DESIGN-BUILD CONTRACT WITH CORNERSTONE LANDSCAPING, INC., OF KENT, OHIO, FOR THE PIPE CREEK WILDLIFE AREA FLOATING DOCK PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City entered into a Lease Agreement with the Sandusky Bay Rowing Association (SBRA) in July of 2013 for a portion of Parcel No. 57-60001.000 located at the end of River Avenue and F Street within the Pipe Creek Wildlife Area for purposes of a boating launch area and permitted SBRA to install the existing pole barn at their sole expense to be used for storage by their organization and members; and

WHEREAS, the Sandusky Bay Rowing Association approached the City a couple years ago about the possibility of installing a floating dock to alleviate the unsafe and difficult launching conditions and has pledged \$10,000.00 from their budget and an additional \$10,000.00 from a private donor for this project; and

WHEREAS, the Pipe Creek Wildlife Area Floating Dock Project involves the design and installation of a public floating docking system that will accommodate SBRA's 50-foot skulls and shorter boats and also provide a launching site for kayaks and paddleboards as well as the purchase of large rocks and signage and possibly stone and mulch may be placed at the site to allow for ease of access through the lower-lying muddy areas; and

WHEREAS, the City issued a Request for Qualifications (RFQ) for the project and received one (1) qualification package from Cornerstone Landscaping, Inc. of Kent, Ohio, and subsequent to a review by a selection committee, a proposal for scope of work was requested and upon further review, Cornerstone Landscaping, Inc. was selected at the most qualified and the preliminary design was ultimately approved; and

WHEREAS, the total cost of this project is not to exceed \$45,000.00, including \$1,850.00 already paid to Cornerstone Landscaping for the preliminary design and permitting, and will be paid with Community Development Block Grant (CDBG) Funds in the amount of \$25,000.00, donated funds from SBRA in the amount of \$10,000.00, and private donated funds in the amount of \$10,000.00; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to allow the contractor to complete the project and ensure access is available at the beginning of the rowing and paddling season; and

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

PAGE 2 - ORDINANCE NO. _____

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 design-

build contract with Cornerstone Landscaping, Inc., of Kent, Ohio, for the Pipe Creek

Wildlife Area Floating Dock Project at an amount not to exceed Forty Thousand Eight

Hundred Ninety and 72/100 Dollars (\$40,890.72) consistent with the proposal

submitted by Cornerstone Landscaping, Inc., of Kent, Ohio, currently on file in the

office of the Director of Public Works, a copy of which is marked Exhibit "A" and

attached to 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: March 12, 2018



3958 St. Rt. 43 Kent, Oh 44240

www.cornerstonelandscaping.us

Office: 330.882.5296 - Fax: 330.294.0140

11 OCT 2017

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

Re: RFQ - Pipe Creek Wildlife Area Floating Dock

Aaron,

In response to your RFQ we have outlined requested items. Also attached are specifications and photos.

- Existing conditions: We have completed a survey of site from land. We have reviewed historic water levels.
- Recommended infrastructure: For this project we strongly recommend EZ-DOCK. EZ-DOCK manufacturers a line of dock we refer to as "low profile dock". Low profile dock is available in 80" x 10" sections and has an in-water freeboard of about 5.5". Dock sections are 8" thick in total. EZ-DOCK low profile docking systems are used around the world for similar situations and are proven an easy to use, very durable solution. EZ-DOCK can also be built to accommodate ADA requirements as well.
- **Design:** We have attached a preliminary design that should work very well.
- Schedule: This project (contingent on final design) will take approximately 3 days to build. Completed by 30 May 2018.
- Specifications: Attached
- **Drawings:** Rough sketch attached. Final design TBD.
- Permits: We will obtain permits upon execution of contract with City.
- **Experience:** We have over 18 years' experience in business working in waterfront and marine construction working on and around commercial projects. EZ-DOCK has years of experience accommodation sailing and rowing centers around the world. Our team works all throughout Northern Ohio and is often in Sandusky area.
- **Understanding of project:** We are very familiar with site and needs of Rowing Center. As we have walked site with Rowing Director and City Engineer.
- **Proposed material:** Mentioned above. EZ-DOCK meets international rowing dock standards (FISA). Most competitors do not. Also EZ-DOCK has a patented coupling system that is far superior to any product on market.
- **References:** The Cleveland Foundry: Contact Sam Patterson 757.506.1428 We completed multiple projects over a two month period for The Foundry.

Sincerely,			
Jeremy Jones			

EZ Dock Product Specifications



EZ Dock Low Profile

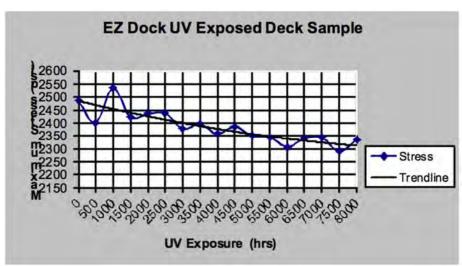
Rowing Dock Specifications

1. Float and Deck Design Standard

- 1.0 The individual dock section shall consist of decking surface and the float structure, which are to be constructed as a single, integrated component. Each section shall provide for the support of the dead load plus a specified live load of 30 pounds per square foot (lb/ft²). This shall be accomplished without the use of foam for either structural integrity or floatation. The dock sections shall be manufactured by a rotational molding process and each dock section shall be subject to the specific parameters of the particular model.
- 1.1 The individual dock section shall consist of a specified number of interior, air filler pylons. These pylons shall provide for flotation in the event of a breach of an exterior wall of the dock section; as well as the structural support for the deck portion of the float. Each pylon shall support the dead load plus a live load of 25 pounds (lb). The volume of each pylon shall be no less that 1000 cubic inches (in³).
- 1.2 The individual dock sections shall be constructed of the following materials with the following general properties:
- a. Virgin Polymer, Thermoplastic, Rotational Molding Grade Compounded Linear Low Density Polyethylene-(LLDPE)

b. An ultraviolet inhibitor system (UV-16) or better spectrometer specification. Laboratory testing conducted

for 8000 hours yielded a 6.5% decrease in mechanical properties. The chart to the right shows the UV degradation trend line in relation- ship to mechanical property decrease over time. After the first 8000 hours the rate of decay is reduced significantly. Theoretical data indicated that the period of time between 8000 and 16000 hours yields an additional 0.7% decrease in



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EZ Dock Product Specifications

mechanical properties. (Real life scenario- 8000 hours of UV exposure can be related to approximately 9 years and 16000 hours related to 18 years of outdoor usage in southern Florida. These results show that a life expectancy in excess of 30-40 years is attainable.

- c. A standard color of beige (or optional other) colorant in accordance with rot molding standards.
- d. The **density** of the section shall be approximately .932 grams per cubic centimeter (g/cm^3) or .0338 pounds per cubic inch (lbs/in^3), per ASTM 792-00.
- e. The dock section shall have a cold **brittleness** temperature equal to, or less than, -130° Fahrenheit (F), per ASTM D-746.
- 1.3 The properties of the exterior wall thickness of the dock sections shall be as follows:
- a. The mean exterior material thickness shall be no less that .30 inches (in).
- b. The corners shall be no less than .60 inches (in). c. The exterior edge thickness shall be no less than 0.50 inches (in) at any particular point.
- d. The walls of the dock sections shall resist a **shear** of no less that 1900 pounds per square inch (lb/ in²), per ASTM D-732, as well as having the capability of resisting a mean minimum **impact** of no less than 207 foot pounds (ft-lb), per ASTM D5420.
- e. The **tensile strength** at average failure shall be no less than 2550 pounds per square inch (lb/in²) with 14% **elongation** at yield, per ASTM D-638-03.
- 1.4 The decking surface shall be composed of a textured or "orange peel" surface with a grid pattern for added adhesion during dry conditions. Drainage of the decking surface shall be accomplished through the use of troughs, which shall have a width of no more than 0.5 inches (in) and a depth of no more than 0.5 inches (in). The drainage troughs shall extend over the width of the dock and shall be positioned at intervals of no less that 4.5 inches (in) and no greater than 6.5 inches (in) over the entire length of the deck
 - a. The deck shall have an approximate **coefficient of friction** equal to 0.35 during dry conditions and 0.61 during wet conditions. Simply put, the decking surface is 37% less slick when wet than when dry per ASTM D2394.
 - b. The properties of the decking surface shall be as follows:

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EZ Dock Product Specifications



- c. The mean deck thickness shall be no less that 0.3 inches (in).
- d. The deck thickness shall be no less than 0.290 inches (in) at any particular point.
 - e. The deck shall resist a punching shear which is no less that 1900 pounds per square inch (lb/in²), per ASTM D-732.
 - f. The deck shall resist a minimum impact of no less that 120 foot pounds (ft-lb) near the center, or at the point where the deck is thinnest, per ASTM D-3029.
 - g. The deck shall resist a minimum impact of no less that 150 foot pounds (ft-lb) within 16 inches (in) of the outside of the dock, per ASTM D-3029.

2. Floating Dock Structure

- 2.0 The dock structure, as a whole, shall consist of the individual sections, which are to be coupled together in the specific configuration desired by the purchaser. Any material used in the dock structure shall provide for resistance to rust, corrosion, and the effects of any fuel or gasoline. All material designed and selected for marine environment and the conditions there of.
- . 2.1 A 2-D or 3-D layout drawing of the final configuration, including any accessories, shall be supplied for the purchaser if desired. Recommendations for anchorage can also be provided.
- . 2.2 The dock structure shall act as one unit when assembled, so that wave and/or wind action shall produce a minimum amount of motion. The structure shall be secured with either piles, spuds, bottom anchors, or stiff arms. The securing shall allow the structure to rise and fall freely with any water level changes and allow the structure to span waves from crest to crest, while providing a stable walking surface.

3. Connections of Dock Sections

- 3.0 Each dock section shall have molded-in female-type pockets spaced symmetrically along the top and bottom edges, around the entire perimeter of the dock section. These pockets shall be spaced at 19.5 inch (in) intervals, center line to center line, from each other. *All un-used pockets are to be filled with supplied EZ Dock pocket filler (PN # 201030)*.
- 3.1 The molded-in female-type pockets shall accept a male-type coupler which shall be secured into the female pocket with the use of a 0.5 inch (in) X 7.4 inch (in) coupler bolt and nut.
- . 3.2 The purpose of such connections is to provide for simple assembly and disassembly, as well as providing for the securing of one section to another. The connection will also provide for the ability to attach EZ

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Dock accessories to the dock sections.

- . 3.3 Each connection point shall allow for some slippage in the event that an extreme stress is applied. This slippage will allow for disconnection without causing damage either to the male-type couplers or the female-type pockets.
- . 3.4 The dock sections shall be connected at increments of 19.5 inches (in), in relation to each other. These connections may be made from any one side of any dock section to any other side of another dock section. These connections may also be used to connect dock sections of differing dimensions and shall provide for ease of assembly, whether the sections are to be assembled on land or in the water.
- 3.5 The male-type coupler shall be constructed of recycled post/pre-consumer recycled tire rubber.
- 3.6 Each male-type coupler shall withstand a pullout force of no less than 2500 pounds (lb) before failure of coupler occurs.
- 3.7 Each of the molded in female connection pockets shall provide for a pullout strength of no less than 3500 pounds (lb), before damage is caused to the dock section.
- 3.8 The accessories shall be connected to the dock system through the use of molded in coupler pockets around the perimeter of the dock sections by the use of either male or female type half-couplers. The male-type half-coupler (hardware connector, PN # S21140SS) shall have a 3.625 inch "T"-bolt embedded within it. The female type half-coupler (hardware connector, PN # S21141SS) shall have a 3.625 inch "T"-nut embedded within it Both types of half-coupler shall withstand a pullout force of no less that 2600 pounds (lb) before failure occurs.

4. Cleats

- 4.0 The tie up cleats shall be constructed of nylon 6,6 and shall have a length of 8-1/16 inches (in) and a height of 1-1/2 inches (in). The cleats shall be connected to the dock sections by two 5/16 inch (in) stainless steel bolts that are threaded into two stainless steel "T" nuts which are molded directly into the dock section. Each of the "T" nuts shall provide for a pull out force of no less that 2000 pounds (lb), so that the cleat may withstand a force of no less that 4000 pounds (lb).
- 4.1 T-nuts shall be molded in the dock sections in sets of two, with the distance between the two "T" nuts being 2-1/4 inches (in).
- 4.2 There shall be three sets of "T" nuts placed along the length of each side of the dock section. The sets of "T" nuts shall be placed at equal distances between the first and second pockets, between the third and fourth pockets, and between the fifth and sixth pockets, along both sides of the dock section.

















- . 4.3 There shall be one set of "T" nuts at one end of the 40 inch (in) wide dock section placed at equal distances between the two pockets.
- . 4.4 There shall be two sets of "T" nuts at one end of the 60 inch (in) wide dock section placed at equal distances between the three pockets.
- 4.5 There shall be two sets of "T" nuts at both ends of the 80 inch (in) wide dock section. These "T" nuts shall be places at equal distance between the first and second pockets, and between the third and fourth pockets.

5. Anchorage

5.0 The dock system shall be designed to allow for the use of piling of various sizes, spud pipes, cables, or chains attached to a bottom anchor, or stiff-arm attachments for anchorage. Calculations can be sup- plied at purchaser's request to support designed anchorage with the assumption that all collected data is accurate. Calculations, permitting, and licensed engineering design available at customers expense.

6. Hand Railing Attachment

6.0 The dock structure shall have the ability to accept railing which is constructed to meet the standards established by the Americans with Disabilities Act (ADA), States Organization for Boating Access (SOBA) and the National Uniform Building Code (NUBC). The railing shall be constructed of 1.5 inch (in) O. D., 14 gauge steel tubing. The steel tubing shall be finished either by a 0.003 inch (in) Hot-Dip Galvanizing or by powder coating painting process.

7. Gangways and Access

7.0 All construction is to be accordance with the minimum provisions of States Organizations for Boating Access (SOBA) and the guidelines stated by, "Marinas and Small Craft Harbors". Gangways will be offered in several different material options but the offerings for loads, handrails, guardrails, transition plates, float mounts, shore mounts, and general designs will remain constant. Environmental conditions will influence the accessibility. Design layouts and advice can be supplied at request.

- 7.1 Gangways and Access Ramps shall be designed to support 90 pounds per linear foot (lbs/ftln). The deck and structural components shall be designed to support a concentrated load of 400 applied to any 12 inch X 12inch square. Lateral designed wind loads shall not exceed 77MPH.
- 7.2 Handrails shall be continuous along both sides of the of the walking surface and shall extend 12 inch past the walking surface on both ends. The top rail portion shall not be less than 34 inches nor more than 38 inches above the walking surface. The ends of the handrails shall be returned into the handrail body or terminate with no sharp or catching edges. The mounting and components of the handrails shall be capable of withstanding a lateral load of 50 pounds per linear foot.

















7.3 Decking shall be per project specification and be skid resistant and made from marine grade appropriate materials.

10. Wind Exposure

10.0 Boat Profile Height – According to the American Society of Civil Engineers (ASCE) manual published in 1969, for the average height profile compared to the length of the boat, the following will apply.

- For a 10 foot (ft) long boat: ASCE average height is 3 feet (ft). For future considerations, will assume average heights up to 6 feet (ft).
- For a 20 foot (ft) long boat: ASCE average height is 3.5 feet (ft). For future considerations, will assume average heights up to 7 feet (ft).
- For a 25 foot (ft) long boat: ASCE average height is 3.6 feet (ft). For future considerations: will assume average heights up to 7.2 feet (ft).
- . For all calculations done using the average boat profile heights, it will be considered that 100% of the boats using the dock will be twice the ASCE average profile.
- . 10.1 Maximum Wind Exposure From studies it has shown that forces caused by the maximum wind exposure comes from an angle to the boat, instead of directly to the side or to the front of the boat. Due to the non-feasibility of designing a dock system to handle a maximum tornado wind gust, it is suggested that a reasonable wind speed should be chosen. According to the design standards set up by the Army Corps of Engineers, the dock system should be designed to withstand wind speeds of up to 77 miles per hour (mph) or 15 pounds per square foot (lb/ft²).
- . 10.2 Hidden Boats It is a common practice to use load factors of 10% to 15% for each hidden boat affected by wind force. That is, every boat that is shielded by another boat, either in front of, or on the side of, will have a decrease in the amount of force which is applied to that boat due to the affect of the shielding boat. The use of a force factor of 15% per hidden boat shall be used in any calculations.
- . 10.3 Load From Various Directions In the designing of the boat dock system, if piles are to be used as the means of support, it is necessary to take into account the force being applied in the direction of the maximum wind exposure only. However; if chains, cables, or deadweights are to be used as the means of support, it would be necessary to take into account the wind exposure from all directions, when designing the dock system.
- 11. Load Design 11.0 Dead Load















- P_{DOCK}®
- a. The dead load shall consist of the entire dock system plus any additional attachments to the dock system.
- b. Each dock section, without additional attachments, shall provide a **freeboard** of approximately 5.5" inches (in).
- c. The surfaces of adjacent deck surfaces shall have an elevation difference of no more than 0.125 inches (in).
- d. The ends of the fingers shall have an elevation of no more that 1 inch (in) above that of the main dock.
- e. The deck surface of each dock section shall not slope more than 0.5 inches (in) over

the 10 foot (ft) length of the dock section.

- f. The deck surface of each 80 inch (in) X 10 foot (ft) dock section shall not slope more that 0.35 inches (in) over the width of the dock section.
- g. The deck surface of each 60 inch (in) X 10 foot (ft) dock section shall not slope more than 0.25 inches (in) over the width of the dock.
- h. The deck surface of each 40 inch (in) X 10 foot (ft) dock section shall not slope more than 0.15 inches (in) over the width of the dock section.

. 11.1 Live Load Due To Vertical Loads

- a. Under dead load conditions plus an additional 15 pounds per square foot (lb/ft²) of uniform live load, flotation shall provide for a minimum of 2 inches (in) of freeboard.
- b. The dock structure shall support a concentrated vertical load of up to 150 pounds (lb) at any particular point on the surface of the deck. The structure shall accomplish this while maintaining flotation.

11.2 Live Load Due To Horizontal Loads

- a. The dock system shall sustain the stated design loads applied by normal current and/or debris which are normal to a particular location. (In extreme conditions other procedures such as additional anchorage, anchorage release, and/or dock system removal may be necessary.)
- b. The dock system shall be capable of sustaining continuous wave action of up to 1 foot and















occasion- al wave action not in excess of 3 feet during storm conditions.

- c. The dock sections shall sustain any loads applied by non-moving ice without damage.
- d. The dock system shall be compatible for the use of any boat or vessel size with a properly designed anchorage/mooring system. Boats or vessels over 35ft should be moored directly to the anchorage system.
- e. The dock system and anchorage shall be capable of withstanding sustained wind loads of 77 miles per hour (mph), or 15 pounds per square foot (lb/ft²), at 100% boat occupancy, unless otherwise specified.
- f. The dock system shall be capable of withstanding the impact force caused by a 35 foot boat striking the end of a finger at a speed of 2 miles per hour (mph) and at an angle of 10 off center.

12. Designing for Layout

The dock system, anchorage, and connections shall be designed according to the recommendations of the American Society of Civil Engineers Manual and Report on Engineering Practice Number 50, "Planning and Design Guidelines for Small Craft Harbors", the revised edition.

Cambridge Materials Testing Limited: Laboratory #: 476905-08, June 5, 2008, Cambridge, Ontario Toboasspm, P.E, Bruce O, and Kollmeyer, Ph.D., Ronald C. *Marinas and Small Craft Harbors*.

New York: Van Nostrand Reinhold, 1991. Print. Terry Boyd, John McPherson, Jill Murphey, Tim Bazley, Bobby Edwards, Mike Hough, Kent Skarr.

Design Handbook for Recreational Boating and Fishing Facilities: Second Edition, 2006. Print Revised 09-03-09















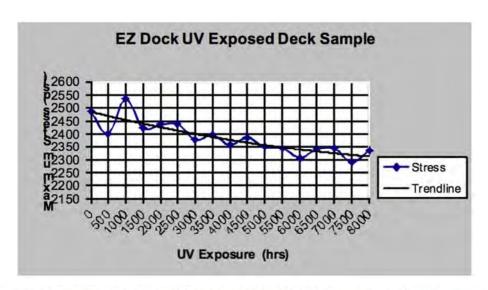
EZ Dock General Specifications

1. Float and Deck Design Standard

- 1.0 The individual dock section shall consist of decking surface and the float structure, which are to be constructed as a single, integrated component. Each section shall provide for the support of the dead load plus a specified live load of 62.5 pounds per square foot (lb/ft²). This shall be accomplished without the use of foam for either structural integrity or floatation. The dock sections shall be manufactured by a rotational molding process and each dock section shall be subject to the specific parameters of the particular model.
- 1.1 The individual dock section shall consist of a specified number of interior, air filler pylons. These pylons shall provide for flotation in the event of a breach of an exterior wall of the dock section; as well as the structural support for the deck portion of the float. Each pylon shall support the dead load plus a live load of 55 pounds (lb). The volume of each pylon shall be no less that 1540 cubic inches (in³).
- 1.2 The individual dock sections shall be constructed of the following materials with the following general properties:
- a. Virgin Polymer, Thermoplastic, Rotational Molding Grade Compounded Linear Low Density Polyethylene-(LLDPE)

b. An ultraviolet inhibitor system (UV-16) or better spectrometer specification. Laboratory testing conducted for 8000 hours yielded a 6.5% decrease in mechanical properties.

The chart to the right shows the UV degradation trend line in relationship to mechanical property decrease over time. After the first

















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8000 hours the rate of decay is reduced significantly. Theoretical data indicated that the period of time between 8000 and 16000 hours yields an additional 0.7% decrease in mechanical properties. (Real life scenario- 8000 hours of UV exposure can be related to approximately 9 years and 16000 hours related to 18 years of outdoor usage in southern Florida. These results show that a life expectancy in excess of 30-40 years is attainable.

- c. A standard color of beige (or optional other) colorant in accordance with rot molding standards.
- d. The **density** of the section shall be approximately .932 grams per cubic centimeter (g/cm³) or .0338 pounds per cubic inch (lbs/in³), per ASTM 792-00.
- e. The dock section shall have a cold **brittleness** temperature equal to, or less than, -130^o Fahrenheit (F), per ASTM D-746.
- 1.3 The properties of the exterior **wall thickness** of the dock sections shall be as follows: a. The mean exterior material thickness shall be no less that .30 inches (in). b. The corners shall be no less than .60 inches (in). c. The exterior edge thickness shall be no less than 0.50 inches (in) at any particular point.
- d. The walls of the dock sections shall resist a **shear** of no less that 1900 pounds per square inch (lb/ in²), per ASTM D-732, as well as having the capability of resisting a mean minimum **impact** of no less than 207 foot pounds (ft-lb), per ASTM D5420.
- e. The **tensile strength** at average failure shall be no less than 2550 pounds per square inch (lb/in²) with 14% **elongation** at yield, per ASTM D-638-03.
- 1.4 The decking surface shall be composed of a textured or "orange peel" surface with a grid pattern for added adhesion during dry conditions. Drainage of the decking surface shall be accomplished through the use of troughs, which shall have a width of no more than 0.5 inches (in) and a depth of no more than 0.5 inches (in). The drainage troughs shall extend over the width of the dock and shall be positioned at intervals of no less that 4.5 inches (in) and no greater than 6.5 inches (in) over the entire length of the deck
- a. The deck shall have an approximate **coefficient of friction** equal to 0.35 during dry conditions and 0.61 during wet conditions. Simply put, the decking surface is 37% less slick when wet than when dry per ASTM















D2394.

- b. The properties of the decking surface shall be as follows: c. The mean deck thickness shall be no less that 0.3 inches (in). d. The deck thickness shall be no less than 0.290 inches (in) at any particular point.
- e. The deck shall resist a punching shear which is no less that 1900 pounds per square inch (lb/in²), per ASTM D-732.
- f. The deck shall resist a minimum impact of no less that 120 foot pounds (ft-lb) near the center, or at the point where the deck is thinnest, per ASTM D-3029.
- g. The deck shall resist a minimum impact of no less that 150 foot pounds (ft-lb) within 16 inches (in) of the outside of the dock, per ASTM D-3029.

2. Floating Dock Structure

- . 2.0 The dock structure, as a whole, shall consist of the individual sections, which are to be coupled together in the specific configuration desired by the purchaser. Any material used in the dock structure shall provide for resistance to rust, corrosion, and the effects of any fuel or gasoline. All material designed and selected for marine environment and the conditions there of.
- . 2.1 A 2-D or 3-D layout drawing of the final configuration, including any accessories, shall be supplied for the purchaser if desired. Recommendations for anchorage can also be provided.
- . 2.2 The dock structure shall act as one unit when assembled, so that wave and/or wind action shall produce a minimum amount of motion. The structure shall be secured with either piles, spuds, bottom anchors, or stiff arms. The securing shall allow the structure to rise and fall freely with any water level changes and allow the structure to span waves from crest to crest, while providing a stable walking surface.

3. Connections of Dock Sections

3.0 Each dock section shall have molded-in female-type pockets spaced symmetrically along the top and bottom edges, around the entire perimeter of the dock section. These pockets shall be spaced at 19.5 inch (in) intervals,

















center line to center line, from each other. *All un-used pockets are to be filled with supplied EZ Dock pocket filler (PN # 201030).*

- 3.1 The molded-in female-type pockets shall accept a male-type coupler which shall be secured into the female pocket with the use of a 0.5 inch (in) X 13 inch (in) coupler bolt and nut.
- . 3.2 The purpose of such connections is to provide for simple assembly and disassembly, as well as providing for the securing of one section to another. The connection will also provide for the ability to attach EZ Dock accessories to the dock sections.
- . 3.3 Each connection point shall allow for some slippage in the event that an extreme stress is applied. This slippage will allow for disconnection without causing damage either to the male-type couplers or the female-type pockets.
- . 3.4 The dock sections shall be connected at increments of 19.5 inches (in), in relation to each other. These connections may be made from any one side of any dock section to any other side of another dock section. These connections may also be used to connect dock sections of differing dimensions and shall provide for ease of assembly, whether the sections are to be assembled on land or in the water.
 - . 3.5 The male-type coupler shall be constructed of recycled post/pre-consumer recycled tire rubber.
 - . 3.6 Each male-type coupler shall withstand a pullout force of no less than 2500 pounds (lb) before failure of coupler occurs.
 - . 3.7 Each of the molded in female connection pockets shall provide for a pullout strength of no less than 3500 pounds (lb), before damage is caused to the dock section.
 - . 3.8 The accessories shall be connected to the dock system through the use of molded in coupler pockets around the perimeter of the dock sections by the use of either male or female type half-couplers. The male-type half-coupler (hardware connector, PN # S21140SS) shall have a 3.625 inch "T"-bolt embedded within it. The female type half-coupler (hardware connector, PN # S21141SS) shall have a 3.625 inch "T"-nut embedded within it Both types of half-coupler shall withstand a pullout force of no less that 2600 pounds (lb) before failure occurs.

















4. Cleats

- 4.0 The tie up cleats shall be constructed of nylon 6,6 and shall have a length of 8-1/16 inches (in) and a height of 1-1/2 inches (in). The cleats shall be connected to the dock sections by two 5/16 inch (in) stainless steel bolts that are threaded into two stainless steel "T" nuts which are molded directly into the dock section. Each of the "T" nuts shall provide for a pull out force of no less that 2000 pounds (lb), so that the cleat may withstand a force of no less that 4000 pounds (lb).
- . 4.1 T-nuts shall be molded in the dock sections in sets of two, with the distance between the two "T" nuts being 2-1/4 inches (in).
- 4.2 There shall be three sets of "T" nuts placed along the length of each side of the dock section. The sets of "T" nuts shall be placed at equal distances between the first and second pockets, between the third and fourth pockets, and between the fifth and sixth pockets, along both sides of the dock section.
- . 4.3 There shall be one set of "T" nuts at one end of the 40 inch (in) wide dock section placed at equal distances between the two pockets.
- . 4.4 There shall be two sets of "T" nuts at one end of the 60 inch (in) wide dock section placed at equal distances between the three pockets.
- 4.5 There shall be two sets of "T" nuts at both ends of the 80 inch (in) wide dock section. These "T" nuts shall be places at equal distance between the first and second pockets, and between the third and fourth pockets.

5. Anchorage

5.0 The dock system shall be designed to allow for the use of piling of various sizes, spud pipes, cables, or chains attached to a bottom anchor, or stiff-arm attachments for anchorage. Calculations can be supplied at purchaser's request to support designed anchorage with the assumption that all collected data is accurate. Calculations, permitting, and licensed engineering design available at customers expense.

6. Hand Railing Attachment

6.0 The dock structure shall have the ability to accept railing which is constructed to meet the standards established by the Americans with Disabilities Act (ADA), States Organization for Boating Access (SOBA) and the National Uniform Building Code (NUBC). The railing shall be constructed of 1.5 inch (in) O. D., 14 gauge steel tubing. The steel tubing shall be finished either by a 0.003 inch (in) Hot-Dip

















Galvanizing or by powder coating painting process.

7. Gangways and Access

- . 7.0 All construction is to be accordance with the minimum provisions of States Organizations for Boating Access (SOBA) and the guidelines stated by, "Marinas and Small Craft Harbors". Gangways will be offered in several different material options but the offerings for loads, handrails, guardrails, transition plates, float mounts, shore mounts, and general designs will remain constant. Environmental conditions will influence the accessibility. Design layouts and advice can be supplied at request.
- . 7.1 Gangways and Access Ramps shall be designed to support 90 pounds per linear foot (lbs/ftln). The deck and structural components shall be designed to support a concentrated load of 400 applied to any 12 inch X 12inch square. Lateral designed wind loads shall not exceed 77MPH.
- . 7.2 Handrails shall be continuous along both sides of the of the walking surface and shall extend 12 inch past the walking surface on both ends. The top rail portion shall not be less than 34 inches nor more than 38 inches above the walking surface. The ends of the handrails shall be returned into the handrail body or terminate with no sharp or catching edges. The mounting and components of the handrails shall be capable of withstanding a lateral load of 50 pounds per linear foot.
- . 7.3 Decking shall be per project specification and be skid resistant and made from marine grade appropriate materials.

. 8. Main Docks

8.0 The main docks are the walkways which are subjected to the most amount of traffic. These should be designed to provide for comfortable and easy walking widths. Design of the dock system for such things as pumps, power supplies, storage boxes, etc. to be attached to them, the overall width of the dock sections should have a minimum width of 60 inch (in) wide This will provide ample width for pedestrian traffic.

9. Finger Docks

. 9.0 The finger widths should be designed to allow for safe and comfortable walking widths. For boat or vessel mooring, a 40 inch (in) wide dock is sufficient to provide for finger stability as well as pedestrian safety for finger lengths up to 20 feet (ft) long. If the length of the finger exceeds 20 feet (ft) long, the 60 inch (in) or 80 inch (in) wide docks should be strongly considered.

















10. Wind Exposure

10.0 Boat Profile Height – According to the American Society of Civil Engineers (ASCE) manual published in 1969, for the average height profile compared to the length of the boat, the following will apply.

- . For a 10 foot (ft) long boat: ASCE average height is 3 feet (ft). For future considerations, will assume average heights up to 6 feet (ft).
- For a 20 foot (ft) long boat: ASCE average height is 3.5 feet (ft). For future considerations, will assume average heights up to 7 feet (ft).
- For a 25 foot (ft) long boat: ASCE average height is 3.6 feet (ft). For future considerations: will assume average heights up to 7.2 feet (ft).
- For all calculations done using the average boat profile heights, it will be considered that 100% of the boats using the dock will be twice the ASCE average profile. 10.1 Maximum Wind Exposure – From studies it has shown that forces caused by the maximum wind exposure comes from an angle to the boat, instead of directly to the side or to the front of the boat. Due to the non-feasibility of designing a dock system to handle a maximum tornado wind gust, it is suggested that a reasonable wind speed should be chosen. According to the design standards set up by the Army Corps of Engineers, the dock system should be designed to withstand wind speeds of up to 77 miles per hour (mph) or 15 pounds per square foot (lb/ft²). 10.2 Hidden Boats – It is a common practice to use load factors of 10% to 15% for each hidden boat affect- ed by wind force. That is, every boat that is shielded by another boat, either in front of, or on the side of, will have a decrease in the amount of force which is applied to that boat due to the affect of the shielding boat. The use of a force factor of 15% per hidden boat shall be used in any calculations. 10.3 Load From Various Directions – In the designing of the boat dock system, if piles are to be used as the means of support, it is necessary to take into account the force being applied in the direction of the maximum wind exposure only. However, if chains, cables, or deadweights are to be used as the means of support, it would be necessary to take into account the wind exposure from all directions, when de- signing the dock system.
- . 11. Load Design 11.0 Dead Load a. The dead load shall consist of the entire dock system plus any additional attachments to the dock system. b. Each dock section, without additional attachments, shall provide a **freeboard** of approximately 12.75" inches (in). c. The surfaces of adjacent deck surfaces shall have an elevation difference of no more than 0.125 inches (in). d. The ends of the fingers shall have an elevation of no more than 1 inch (in) above that of the main dock. e. The deck surface of each















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dock section shall not slope more than 0.5 inches (in) over the 10 foot (ft) length of the dock section. f. The deck surface of each 80 inch (in) X

10 foot (ft) dock section shall not slope more that 0.35 inches (in) over the width of the dock section. g. The deck surface of each 60 inch (in) X 10 foot (ft) dock section shall not slope more than 0.25 inches (in) over the width of the dock. h. The deck surface of each 40 inch (in) X 10 foot (ft) dock section shall not slope more than 0.15 inches (in) over the width of the dock section. 11.1 Live Load Due To Vertical Loads

- a. Under dead load conditions plus an additional 30 pounds per square foot (lb/ft²) of uniform live load, flotation shall provide for a minimum of 7 inches (in) of freeboard.
 - . b. The dock structure shall support a concentrated vertical load of up to 400 pounds (lb) at any particular point on the surface of the deck. The structure shall accomplish this
 - . while maintaining flotation. 11.2 Live Load Due To Horizontal Loads
 - a. The dock system shall sustain the stated design loads applied by normal current and/or debris which are normal to a particular location. (In extreme conditions other procedures such as additional anchorage, anchorage release, and/or dock system removal may be necessary.)
 - b. The dock system shall be capable of sustaining continuous wave action of up to 1 foot and occasional wave action not in excess of 3 feet during storm conditions.
 - . c. The dock sections shall sustain any loads applied by non-moving ice without damage.
 - d. The dock system shall be compatible for the use of any boat or vessel size with a properly designed anchorage/mooring system. Boats or vessels over 35ft should be moored directly to the anchorage system.
 - . e. The dock system and anchorage shall be capable of withstanding sustained wind loads of 77 miles per hour (mph), or 15 pounds per square foot (lb/ft²), at 100% boat occupancy, unless otherwise specified.
 - f. The dock system shall be capable of withstanding the impact force caused by a 35 foot boat striking the end of a finger at a speed of 2 miles per hour (mph) and at an angle of 10^O off center.

12. Designing for Layout

. The dock system, anchorage, and connections shall be designed according to the recommendations of the American Society of Civil Engineers Manual and Report on Engineering Practice Number 50,















"Planning and Design Guidelines for Small Craft Harbors", the revised edition.

- ******************************
 - Works Cited:
- . Cambridge Materials Testing Limited: Laboratory #: 476905-08, June 5, 2008, Cambridge, Ontario Toboasspm, P.E, Bruce O, and Kollmeyer, Ph.D., Ronald C. *Marinas and Small Craft Harbors*.
- . New York: Van Nostrand Reinhold, 1991. Print. Terry Boyd, John McPherson, Jill Murphey, Tim Bazley, Bobby Edwards, Mike Hough, Kent Skarr.
- . Design Handbook for Recreational Boating and Fishing Facilities: Second Edition, 2006. Print Revised 09-03-09















Department of Planning and Development



222 Meigs St. Sandusky, OH 44870 Phone: 419.627.5873 Fax: 419.627.5933 www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Greg Voltz, Assistant Planner

Date: February 27, 2018

Subject: March 12, 2018 Commission Agenda Item – Request authorization for City Manager to

execute, on behalf of the City, a Petition to Create the Downtown Sandusky Special

Improvement District, Inc. (the "District").

<u>Item for Consideration:</u> Approval to execute a Petition to Create the Downtown Sandusky Special Improvement District, Inc. (the "District").

<u>Purpose:</u> A special improvement district (SID) is an economic development tool that allows private property owners in a self-defined area to establish a program for services or improvements and pay for the program with assessments on all properties in a defined area.

During the planning process for the Sandusky 2018 Strategic Plan there was a call to increase Sandusky's status as a Destination City. The Strategic Plan states, "Support Sandusky Main Street in passing a special improvement district to create a revenue stream to support ongoing maintenance and programming of Downtown Sandusky."

In order to create a SID, private property owners must petition their City Commission to create a SID. The petition must be signed by owners representing 60% or more of the front feet along public streets, alleys, and other rights of way, OR owners representing 75% of the land area. The City of Sandusky, a municipal corporation, owning property within downtown may participate as a "private property owner" in the creation of a SID.

The purpose of this legislation is to request authorization allowing the City Manager to sign the Petition to Create the Downtown Sandusky Special Improvement District, Inc. to include City owned property identified in the attached Petition as Exhibit "A", as part of the total threshold of "private property" needed to establish a SID.

If the signature threshold is met, a Master Petition will be submitted to the City Commission for approval, thereby allowing the City of Sandusky to levy assessments on parcels in the District beginning with the tax bill each property receives in January 2019 and continuing for a five-year period of time to terminate with the final tax bill received in 2023. If the City Commission approves the Master Petition, services will be provided beginning May 1, 2019, for a five-year period of time and terminate on April 30, 2024.

At this time, the boundaries of the District are unknown. When circulation of this petition has been concluded, each property owner who has executed the Petition will be advised of the actual boundaries of the District and the petition will be presented to the Ex Officio Mayor and City Commission. A property owner may withdraw their signature from the petition at any time prior to its presentation to the City.

<u>Budgetary Impact:</u> There is no budgetary impact in authorizing the City Manager to sign the Petition on behalf of the City of Sandusky.

<u>Action Requested:</u> It is requested that proper legislation be prepared to execute the petition presented.

I concur with this recommendation:	
Eric Wobser	Angela Byington, AICP
City Manager	Department of Community Development

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

Ohio Special Improvement Districts

What is a special improvement district (SID)?

A SID is an economic development tool that allows private property owners in a self-defined area to establish a program for services or improvements and pay for the program with assessments on all properties in the defined area. This area can be any size, as long as properties are contiguous. SIDs are governed by a private, non-profit corporation created by private property owners and run by a board of private property owners. Government-owned properties and churches are exempt from SID assessments. They may, however, voluntarily contribute. A SID can exist for up to ten years, after which it automatically terminates.

How is a SID created?

Private property owners must petition their city council to create a SID. The petition must be signed by owners representing 60% or more of the front feet along public streets, alleys, and other rights of way, OR owners representing 75% of the land area. If the signature thresholds are met, then all private property owners will be assessed and provided services, provided that city council passes legislation to approve the SID.

Is a SID part of city government?

A SID is not a part of city government. It is a private enterprise run by a private-sector board comprised of at least four private property owners. State law requires the city where a SID is proposed to approve its creation to appoint two representatives to serve on a SID board. SIDs may invoice property owners directly or ask the county auditor's office to collect assessments by placing them on property tax invoices.

How does a SID operate?

SID decisions are made by its board of trustees, whom hire staff and contractors, set and approve budgets, and ensure that funds are used wisely. Funds collected through assessments are placed in a private bank account of the SID's choosing.

What can a SID do?

Under Ohio law, private property owners may fund any services or improvements they want to fund. The one caveat is that SID services may not replace city services. Property owners must agree to these services and associated assessments before a SID is created. Services or improvements approved by property owners by petition may not change during the life of the plan for services.

How is a SID accountable to property owners?

A SID is required to hold annual meetings and provide written reports to member property owners each year. SIDs must automatically terminate after a maximum of ten years. At that point the SID can only continue if the property owners circulate and sign another petition.



IMPORTANT INFORMATION ABOUT THIS PETITION

You are being asked to execute a Petition to Create the Downtown Sandusky Special Improvement District, Inc. (the "District") and approve a levy and Plan for Services (the "Plan"), pursuant to Chapter 1710 of the Ohio Revised Code. The services to be provided are described and shown in the attached Plan, labeled Exhibit "A."

The attached Plan asks the City of Sandusky to levy assessments on parcels in the District beginning with the tax bill each property receives in January 2019 and continuing for a five-year period of time to terminate with the final tax bill received in 2023. Services will be provided beginning May 1, 2019, for a five-year period of time and terminate on April 30, 2024.

One petition will be used to create the District and approve the Plan. If a sufficient number of property owners approve it, this petition will result in a levy of assessments against properties in the District using an assessment formula described in the Plan (the "Formula").

District boundaries will include all parcels of property in an area where the following number of property owners execute the Petition meeting at least one of the following two thresholds:

- Those representing at least 60% of the front feet along public rights of way, OR
- Those representing 75% of the square footage of real property.

At this time, the boundaries of the District are unknown. Ideally, they will include properties in the "Preliminary Boundary". A map and list of parcels within the Preliminary Boundary are attached as Exhibit "B" and Exhibit "C", respectively.

When circulation of this petition has been concluded, each property owner who has executed the Petition will be advised of the actual boundaries of the District and the petition will be presented to the Mayor and City Commission. You may withdraw your signature from the petition at any time prior to its presentation to the City.

If and after the Mayor and City Commission approve this petition, you should expect the following:

- 1. A new, nonprofit corporation will be formed.
- 2. All of the property owners in the District will be members of the nonprofit corporation and will elect a Board of Trustees comprised of property owners and at least two representatives of the City.
- 3. An assessment will be levied against all of the properties in the District. The assessments will be collected, beginning in 2019, in the same manner as real estate taxes and forwarded to the nonprofit corporation to pay the costs of providing the improvements and/or services set forth in the Plan. Property owners in the District remain in control of the use of the assessment monies.

PETITION FOR CREATION OF THE DOWNTOWN SANDUSKY SPECIAL IMPROVEMENT DISTRICT

To: Mayor of the City of Sandusky

Dennis E. Murray, Jr.

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

Richard R. Brady, Vice President

and Nikki Lloyd

Greg Lockhart C. Wesley Poole Naomi R. Twine Dave Waddington

The undersigned do hereby respectfully petition to create the Downtown Sandusky Special Improvement District (the "District") and to approve a levy and Plan for Services (the "Plan") pursuant to Chapter 1710 of the Ohio Revised Code. The boundaries of the District, services under the Plan, and area within which the Plan will be executed are described and shown in the attached Exhibits "A" and "B." Each of the undersigned is the owner, or the authorized signatory of the owner, of the property or properties set forth below, which comprise 60% or more of the front footage of property abutting upon the streets, alleys, public roads, places, boulevards, parkways, park entrances, easements and other public improvements situated in the District or 75% or more of the square footage of real property situated in the District.

The undersigned acknowledge that the District shall be managed and administered by Downtown Sandusky Special Improvement District, Inc., an Ohio nonprofit corporation to be formed for such purpose. The undersigned further acknowledge that the approval of the Petition will permit the following:

- (1) the undersigned to incorporate the District;
- (2) the property owners in the District to elect a Board of Trustees;
- the levy of an annual assessment on parcels within the District calculated by using the Formula described in the Plan that will, on parcels shown within the Preliminary Boundaries, resulting in total annual assessments of \$124,723.21-\$128,227.31;
- (4) total annual assessments will be proportionately greater or smaller than \$124,723.21-\$128,227.31 if the District includes parcels other than those shown within the Preliminary Boundary; and
- (5) the exercise of discretion by trustees of the District on how to allocate funds among the services set forth in the Plan.

EXHIBIT A | SERVICES PLAN DOWNTOWN SANDUSKY SPECIAL IMPROVEMENT DISTRICT

Background

Due to a desire to improve the appearance of the District and increase promotion and marketing, several property owners in Downtown Sandusky asked Downtown Sandusky, Inc. (DSI) to circulate a petition to create a SID that will provide services to help with these issues. Beginning in the Spring of 2017, DSI began interviewing property owners and holding/attending public meetings to gauge the interest of other property owners within the district. Based on that work, this petition was created.

A SID is a self-help tool, governed by Chapter 1710 of the Ohio Revised Code, allowing property owners within a self-defined district to organize and assess themselves the cost of providing area-wide services. If owners representing 60% of the front feet along public streets and alleys within a district agree to create a SID and provide services, then all owners within the district are required to contribute their fair share of the cost.

Summary of Base Services Plan

The Downtown Sandusky Special Improvement District, Inc. ("District") proposes a Plan for Services ("Services Plan"), to commence May 1, 2019, and expire after April 30, 2024. The Base Services Plan will provide for environmental maintenance, supplemental security, and member services.

The Services Plan will be funded by an annual assessment on property within the District of \$124,723.21, plus unrestricted contributions from exempt property owners and businesses. The annual assessment of the annual assessment will be distributed according to the market value of each tax parcel as determined by the Erie County Auditor, subject to additional provisions described in this Services Plan.

Plan for Base Services

The District intends to deliver the following services, as determined from time to time by the District's board of trustees:

Environmental Maintenance

Services that make the District cleaner and control litter on publicly-owned sidewalks and publicly-owned connecting pedestrian spaces, for example:

- Washing and power washing of sidewalks and other pedestrian rights of way;
- Washing and power washing of public telephones, benches, trash containers, and other fixtures in pedestrian rights of way;
- · Removal of weeds and litter;
- Sidewalk sweeping;
- Sweeping and washing of pedestrian rights of way, as needed, to remove vomit, urine, beverage spills, and other organic materials;

- Graffiti removal from fixtures in pedestrian rights of way;
- Graffiti removal from the pedestrian level of building facades that front public streets and alleys;
- Limited snow and ice removal in areas that are not the responsibility of property owners
 or the City of Sandusky, for example, crosswalks at street curbs and storm sewer
 openings and grates; and
- Systems to report and correct the failure of public and private entities to deliver services
 or maintain property, including the City of Sandusky, private property owners, private
 trash collectors, and other service providers.

Supplemental Security

Services that make the District safer and improve perceptions of safety, for example:

- Radio-equipped and uniformed foot and bicycle patrols;
- Community "ambassador" services for the general public, including directions, assistance, general information, and hospitality;
- Surveillance to assist in the intervention and prevention of crime;
- Efforts to reduce panhandling, public consumption of alcohol, inebriates, and intimidating behavior;
- Deployment of a uniformed presence to improve perception of safety;
- Crime advisories:
- · Crime prevention advice, literature, and programs; and
- Communication services among street-level commercial tenants.

Member Services

Services and information management designed to increase appreciation for downtown, strengthen the cohesiveness of the District, and improve communication among members of the District and governmental or quasi-governmental agencies; for example:

- Access to data and information collected by the District;
- Aggregate purchasing of common-area services not furnished by the District;
- Advocacy of property owner interests to governmental and quasi-public entities;
- Membership lists; and
- Assistance as needed in response to requests by members.

Budget

A final budget will be established by a Board of Trustees elected by property owners within the SID. The budget will be determined when the District's boundaries are finalized. The petition identifies a preliminary budget of \$124,723.21 per year on parcels within the Preliminary Boundaries. Trustees will be given discretion on how to allocate funds among the services to be provided. Trustees will produce an annual report for members of the District, describing how funds are allocated. Trustees will survey members annually to secure broad input about how to allocate funds.

Area to Be Served

Unless otherwise directed by the District's board of trustees, services for properties that are exempt from District assessments under Chapter 1710 of the Ohio Revised Code will be provided only if such properties have requested inclusion in the District or have committed to voluntary payments, in lieu of being included in the District, for each service to be provided. Properties outside the District may contract with the District to provide services, provided that the contract price covers the full cost of providing such services.

The Services Plan will be executed within the Preliminary Boundary shown in the map in the attached Exhibit B and include the parcels in the attached Exhibit C.

Method of Assessment

Pursuant to Ohio Revised Code Section 1710.06, each member's special assessment will be in proportion to the benefits which may result from the Services Plan.

The determination of each member's special assessment for each calendar year of the Services Plan shall be made as of May 1 of the preceding calendar year, as described in the following paragraph. The value of real property and improvements of each tax parcel shall be the total market value as shown on the records of the Erie County Auditor. The front feet of each tax parcel shown on the records of the Erie County Auditor shall be presumed to be accurate, unless and until rebutted by more accurate information.

The following formula will be used to levy an assessment on individual parcels that is in proportion to the benefits which may result from the Services Plan:

Commercial Properties, as identified by each parcel's Land Use Classification

Years 1-5: .001925% of the parcel's Total Market Value

Residential Properties, as defined by each parcel's Land Use Classification:

Year 1: .001575% of the parcel's Total Market Value

Year 2: .00159862% of the parcel's Total Market Value

Year 3: .00162225% of the parcel's Total Market Value

Year 4: .00164588% of the parcel's Total Market Value

Year 5: .0016695% of the parcel's Total Market Value

Term of Assessment and Base Services Plan

Assessments on parcels in the District will begin with the tax bill each property receives in January 2019 and will continue for a five-year period of time and terminate with the final tax bill received in 2023. Services will be provided beginning May 1, 2019, for a five-year period of time and terminate on April 30, 2024.

EXHIBIT B | MAP DOWNTOWN SANDUSKY SPECIAL IMPROVEMENT DISTRICT

The Services Plan will be executed within the area shown in the map below:

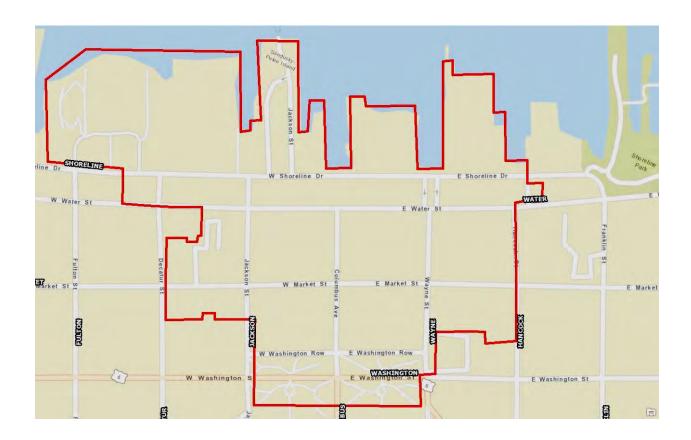


EXHIBIT C | PARCELS DOWNTOWN SANDUSKY SPECIAL IMPROVEMENT DISTRICT

The parcels within the Preliminary Boundary include:

56-00051.000	56-00353.004	56-00711.000	56-01026.000	56-01174.029	56-01174.067
56-00077.000	56-00353.005	56-00713.000	56-01067.000	56-01174.030	56-01174.068
56-00078.000	56-00353.006	56-00772.000	56-01068.000	56-01174.031	56-01174.069
56-00079.000	56-00353.007	56-00801.000	56-01071.000	56-01174.032	56-01174.070
56-00080.000	56-00353.008	56-00802.000	56-01098.000	56-01174.033	56-01174.071
56-00082.000	56-00353.009	56-00813.000	56-01112.000	56-01174.034	56-01174.072
56-00103.000	56-00353.010	56-00816.000	56-01115.000	56-01174.035	56-01174.073
56-00105.000	56-00353.011	56-00817.000	56-01126.000	56-01174.036	56-01174.074
56-00108.000	56-00353.012	56-00845.000	56-01142.000	56-01174.037	56-01174.075
56-00119.000	56-00354.000	56-00846.000	56-01147.000	56-01174.038	56-01174.076
56-00126.000	56-00367.000	56-00856.000	56-01167.000	56-01174.039	56-01174.077
56-00126.001	56-00369.000	56-00891.000	56-01169.000	56-01174.040	56-01174.078
56-00128.000	56-00370.000	56-00895.000	56-01174.000	56-01174.041	56-01174.079
56-00131.000	56-00387.000	56-00896.000	56-01174.003	56-01174.042	56-01174.080
56-00146.000	56-00399.000	56-00913.000	56-01174.004	56-01174.043	56-01174.081
56-00147.000	56-00400.000	56-00915.000	56-01174.005	56-01174.044	56-01174.082
56-00148.000	56-00434.000	56-00920.000	56-01174.006	56-01174.045	56-01174.159
56-00152.000	56-00435.000	56-00921.000	56-01174.007	56-01174.046	56-01174.160
56-00152.001	56-00437.000	56-00932.000	56-01174.008	56-01174.047	56-01174.161
56-00153.000	56-00438.000	56-00933.000	56-01174.010	56-01174.048	56-01174.162
56-00170.000	56-00439.000	56-00947.000	56-01174.011	56-01174.049	56-01174.163
56-00170.001	56-00477.000	56-00965.000	56-01174.012	56-01174.050	56-01174.164
56-00174.000	56-00490.000	56-00970.000	56-01174.013	56-01174.051	56-01174.165
56-00175.000	56-00499.000	56-00971.000	56-01174.014	56-01174.052	56-01174.166
56-00183.000	56-00505.000	56-00980.000	56-01174.015	56-01174.053	56-01174.167
56-00184.000	56-00519.000	56-00981.000	56-01174.016	56-01174.054	56-01174.168
56-00260.000	56-00520.000	56-00987.000	56-01174.017	56-01174.055	56-01174.169
56-00274.000	56-00521.000	56-00988.000	56-01174.018	56-01174.056	56-01174.170
56-00275.000	56-00523.000	56-00989.000	56-01174.019	56-01174.057	56-01174.171
56-00276.000	56-00526.000	56-00990.000	56-01174.020	56-01174.058	56-01174.172
56-00283.000	56-00527.000	56-00991.000	56-01174.021	56-01174.059	56-01174.173
56-00330.000	56-00528.000	56-00992.000	56-01174.022	56-01174.060	56-01174.174
56-00341.000	56-00528.001	56-00993.000	56-01174.023	56-01174.061	56-01174.175
56-00343.000	56-00577.000	56-00994.000	56-01174.024	56-01174.062	56-01174.176
56-00351.000	56-00603.000	56-00998.000	56-01174.025	56-01174.063	56-01174.177
56-00353.001	56-00615.000	56-00999.000	56-01174.026	56-01174.064	56-01174.178
56-00353.002	56-00679.000	56-01000.000	56-01174.027	56-01174.065	56-01174.179
56-00353.003	56-00710.000	56-01024.000	56-01174.028	56-01174.066	56-01174.180

56-01174.181	56-01174.209	56-01174.237	56-01174.265	56-01315.001	56-64038.000
56-01174.182	56-01174.210	56-01174.238	56-01174.266	56-01319.000	56-64039.000
56-01174.183	56-01174.211	56-01174.239	56-01174.267	56-01322.000	56-64040.000
56-01174.184	56-01174.212	56-01174.240	56-01174.268	56-01387.000	56-64043.000
56-01174.185	56-01174.213	56-01174.241	56-01174.269	56-01389.000	56-64045.000
56-01174.186	56-01174.214	56-01174.242	56-01174.270	56-60083.000	56-64051.000
56-01174.187	56-01174.215	56-01174.243	56-01174.271	56-60104.000	56-64052.000
56-01174.188	56-01174.216	56-01174.244	56-01174.272	56-60807.000	56-68023.000
56-01174.189	56-01174.217	56-01174.245	56-01174.273	56-60818.000	56-68041.000
56-01174.190	56-01174.218	56-01174.246	56-01174.274	56-60819.000	56-68042.000
56-01174.191	56-01174.219	56-01174.247	56-01190.000	56-60823.000	56-68043.000
56-01174.192	56-01174.220	56-01174.248	56-01202.000	56-61007.000	56-68058.000
56-01174.193	56-01174.221	56-01174.249	56-01204.000	56-61045.000	56-68066.000
56-01174.194	56-01174.222	56-01174.250	56-01217.000	56-61357.000	56-70353.004
56-01174.195	56-01174.223	56-01174.251	56-01218.000	56-64001.000	56-70353.005
56-01174.196	56-01174.224	56-01174.252	56-01219.000	56-64002.000	56-70353.010
56-01174.197	56-01174.225	56-01174.253	56-01226.000	56-64003.000	56-70353.011
56-01174.198	56-01174.226	56-01174.254	56-01234.000	56-64004.000	56-90076.000
56-01174.199	56-01174.227	56-01174.255	56-01235.000	56-64005.000	56-90077.000
56-01174.200	56-01174.228	56-01174.256	56-01246.000	56-64014.000	59-01023.001
56-01174.201	56-01174.229	56-01174.257	56-01247.000	56-64017.000	59-01066.001
56-01174.202	56-01174.230	56-01174.258	56-01248.000	56-64020.000	59-01066.002
56-01174.203	56-01174.231	56-01174.259	56-01249.000	56-64022.000	59-01066.003
56-01174.204	56-01174.232	56-01174.260	56-01253.000	56-64023.000	59-61065.001
56-01174.205	56-01174.233	56-01174.261	56-01254.000	56-64024.000	59-61390.000
56-01174.206	56-01174.234	56-01174.262	56-01255.000	56-64032.000	
56-01174.207	56-01174.235	56-01174.263	56-01285.000	56-64036.000	
56-01174.208	56-01174.236	56-01174.264	56-01314.000	56-64037.000	

RESOL	UTION	NO.	

A RESOLUTION APPROVING THE PETITION AND AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE THE PETITION FOR CREATION OF THE DOWNTOWN SANDUSKY SPECIAL IMPROVEMENT DISTRICT UNDER OHIO REVISED CODE CHAPTER 1710.

WHEREAS, pursuant to Ohio Revised Code Chapter 1710, a Special Improvement District (SID) may be created within the boundaries of a municipal corporation for the purpose of developing and implementing plans for public improvements and public services; and

WHEREAS, a Special Improvement District is created upon the petition of private property owners to the municipal corporation with the petition being signed by owners representing 60% or more of the front feet along public streets, alleys, and other rights-of-way, or owners representing 75% of the land area, and the City, being a municipal corporation owning property within the downtown, may participate as a "private property owner" in the creation of the Special Improvement District; and

WHEREAS, during the process for the Sandusky 2018 Strategic Plan there was a desire to increase Sandusky's status as a Destination City and the Plan states to support Sandusky Main Street in passing a Special Improvement District to create a revenue stream to support ongoing maintenance and programming of Downtown Sandusky; and

WHEREAS, the purpose of this legislation is to authorize the City Manager to sign the Petition to Create the Downtown Sandusky Special Improvement District to include City owned property identified in the Petition, a copy of which is attached to this Resolution, as part of the total threshold of "private property" necessary to establish a Special Improvement District; and

WHEREAS, if the threshold of signatures is met, a Master Petition will be submitted to this City Commission for approval thereby allowing the City to levy assessments on parcels in the District; and

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

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

Section 1. This City Commission approves the Petition for Creation of the Downtown Sandusky Special Improvement District and authorizes and directs the City Manager to execute the Petition for Creation of the Downtown Sandusky Special Improvement District on behalf of the City, a copy of which is attached to this Resolution and marked Exhibit "1" and is specifically incorporated as if fully rewritten herein.

PAGE 2 - RESOLUTION NO._____

Section 2. If any section, phrase, sentence, or portion of this Resolution is

for any reason held invalid or unconstitutional by any Court of competent

jurisdiction, such portion shall be deemed a separate, distinct, and independent

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

thereof.

Section 3. This City Commission finds and determines that all formal

actions of this City Commission concerning and relating to the passage of this

Resolution were taken in an open meeting of this City Commission and that all

deliberations of this City Commission and of any of its committees that resulted in

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

law.

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

Resolution shall take effect at the earliest time allowed by Law.

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

ATTEST:

KELLY L. KRESSER CLERK OF THE CITY COMMISSION

Passed:

PETITION FOR CREATION OF THE DOWNTOWN SANDUSKY SPECIAL IMPROVEMENT DISTRICT

Continued

This petition may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Date:	
Property Owner:	CITY OF SANDUSKY
Authorized Signatory:	
	(printed name of signatory)
	Support for <u>Services Plan</u>
	X
	(signature)
Address for notices to Property Owner:	
Email for notices to Property Owner:	

Tax Parcel Number	Parcel Address	Fronts on	Front Footage
56-00103.000	JACKSON ST	JACKSON	22
56-00146.000	409 W WATER ST	WATER	200
56-01314.000	JACKSON ST	JACKSON	0
56-01315.001	W SHORELINE DR	SHORELINE	10
56-60104.000	JACKSON ST	JACKSON	35
56-60823.000	134 JACKSON ST	JACKSON	20
56-64001.000	W WATER ST	WATER	33
56-64002.000	W WATER ST	WATER	35
56-64003.000	W WATER ST	WATER	3
56-64004.000	W WATER ST	WATER	33
56-64014.000	E WASHINGTON ROW	WASHINGTON	398
56-64017.000	W WASHINGTON ROW	WASHINGTON	398
56-64020.000	E WASHINGTON ROW	WASHINGTON	398
56-64022.000	E WATER ST	WATER	200
56-64023.000	E WASHINGTON ROW	WASHINGTON	398
56-64024.000	COLUMBUS ST	COLUMBUS	20
56-64032.000	W WATER ST	WATER	37

		TOTAL:	4106.50
59-61390.000	W WATER ST	WATER	133
59-61065.001	W SHORELINE DR	SHORELINE	132
59-01066.003	W SHORELINE DR	SHORELINE	551
59-01066.002	W SHORELINE DR	SHORELINE	0
59-01066.001	W SHORELINE DR	SHORELINE	0
59-01023.001	W WATER	WATER	0
56-68066.000	E MARKET ST	MARKET	400
56-64052.000	W MARKET ST	MARKET	44
56-64051.000	HANCOCK ST	HANCOCK	264
56-64045.000	WAYNE ST	WAYNE	132
56-64043.000	W WATER ST	WATER	20
56-64040.000	W WATER ST	JACKSON	17.5
56-64039.000	W WATER ST	JACKSON	23
56-64038.000	W WATER ST	WATER	20
56-64037.000	W WATER ST	WATER	20
56-64036.000	JACKSON ST	JACKSON	110

PLANNING DEPARTMENT



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

To: Eric Wobser, City Manager

From: Greg Voltz, Assistant Planner

Date: February 27, 2018

Subject: March 12, 2018 Commission Agenda Item – Agreement for Professional Services with

Designing Local for implementation of the Sandusky Public Art Master Plan – Planning

Project.

<u>Item for Consideration:</u> Legislation for approval to enter into an Agreement for Professional Services with Designing Local for implementation of the Sandusky Public Art Master Plan – Planning Project.

Background Information: The City issued a Request for Qualifications (RFQ) for a Public and Cultural Art Planning Firm to assist in the creation of a Public Art Master Plan for the City of Sandusky on December 22, 2017. The City issued a RFQ directly to three (3) firms, posted the RFQ on the City website, and advertised in the local newspaper.

The Sandusky Public Art Master Plan will include: assisting in the formation of the Public Arts and Culture Commission, identify opportunities throughout the city for art in the public realm as a way to improve the community, provide maps identifying locations of potential public art opportunities, set public art policies, identify potential funding sources beyond the "Public and Cultural Art and Acquisition Fund", develop actions steps for public art and performing art that are achievable within 1-5 years as well as long-term initiatives, and more.

A general summary of the scope of work is as follows:

- 1. <u>Discovery:</u> The firm will research and document existing art and cultural assets as well as review the Comprehensive Plan, geographic distribution of cultural attributes and assets, Sandusky history, locations for future development projects in the city and assess trends in Arts and Culture Planning and Placemaking paying special attention to cities of similar size and character. Designing Local will also meet with city staff for a day of orientation and tour of the city, design a detailed schedule of the timeline for the Public Art Master Plan and design a project website.
- 2. Community Input Gathering: The firm will determine existing attitudes and perceptions, opportunities and challenges to creating the Public Art Master Plan for the City of Sandusky through stakeholder and small group meetings. Designing Local will then determine the optimal method and process for community engagement that will be highly interactive and inclusive, and will lead to a minimum of three public meetings. Designing Local will assist in creation, marketing, and facilitating of the meetings, as well as assist in collaborating with staff during these meetings.

- 3. <u>Synthesize Ideas and Define Strategy:</u> The firm will articulate a common vision for Sandusky based upon the public workshops and stakeholder meetings. The plan will contain goals and actions steps for Public Art that are achievable within 3-5 years, as well as long term initiatives.
- 4. <u>Initial Recommendations:</u> The firms will present outlines and graphic elements of the plan, present the draft master plan to the advisory committee, community stakeholders and City Staff. The firm will finalize the recommendations and create the final Public Art Master Plan and develop outreach materials to communicate the process and outcomes of the Public Art Master Plan.
- 5. <u>Final Review and Recommendation:</u> The firm will present the final draft of the Public Art Master Plan to City Commission and the Sandusky Public in a minimum of one public meeting.

<u>Firm Selection:</u> Request for Qualifications were requested directly from three (3) firms that were qualified to perform the work, as well as posted the RFQ on the City website, and advertised in the local newspaper. A selection committee was formed to score the only two (2) submittals received. Both firms were scored, and interviewed. Based upon the firm's experience, professional expertise, past performances, and overall understanding of the project, the committee selected Designing Local as the most qualified to perform the work.

Budgetary Impact: The proposed agreement with Designing Local for professional services is to be \$39,925.00 and will be paid from The Public and Cultural Art and Acquisition Fund ("PCAAF") referenced in Chapter 187.

<u>Action Requested:</u> It is requested that the City of Sandusky enter into an agreement with Designing Local for the Sandusky Public Art Master Plan – Planning Project.

I concur with this recommendation:	
Eric Wobser	Angela Byington, AICP
City Manager	Department of Community Development

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

ORDINANCE NO.	ORDINANCE NO.	
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AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL SERVICES WITH DESIGNING LOCAL, LTD., OF COLUMBUS, OHIO, FOR THE PUBLIC ART MASTER PLAN.

WHEREAS, this City Commission adopted new Chapter 187 (Public Arts and Culture Commission) of the Codified Ordinances by Ordinance No. 18-004, passed on January 8, 2018, for the purpose to administer, promote, facilitate, and oversee the creation of public art projects that will promote the cultural heritage and artistic development of the City, enhance the City's character and identity, contribute to economic development and tourism, add warmth, dignity, beauty and accessibility to public spaces, and expand the experience and participation of citizens with visual arts, and in addition, created a Public and Cultural Art and Acquisition Fund (PCAAF) for authorized expenditures which will be funded on an annual basis with general funds based on a formula for establishing the budget of the PCAAF; and

WHEREAS, one of the duties of the Public Arts and Cultural Commission is to prepare, maintain, and update a Public Art Master Plan which identifies locations for public art in the City and identifies specific performing arts venues or locations for development; and

WHEREAS, the City issued a Request for Qualifications for a public and cultural art planning firm to assist in the creation of a Public Art Master Plan in which two (2) submittals were received, evaluated and ranked by a selection committee and then the committee interviewed each firm and based upon the firm's experience, professional expertise, past performances, and overall understanding of the project, it was determined Designing Local, Ltd., was the most qualified; and

WHEREAS, the cost of the professional services is \$39,925.00 and will be paid with Public and Cultural Art and Acquisition Funds (PCAAF); and

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

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

Section 1. The City Manager is authorized and directed to enter into an agreement with Designing Local, Ltd., of Columbus, Ohio, for Professional Services for the creation of the Public Art Mater Plan, substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being adverse to the City and consistent with carrying out the terms of this Ordinance, at an amount **not to exceed** Thirty nine Thousand Nine Hundred Twenty Five and 00/100 Dollars (\$39,925.00).

PAGE 2 - ORDINANCE NO. _____

Section 2. If any section, phrase, sentence, or portion of this Ordinance is for

any reason held invalid or unconstitutional by any Court of competent jurisdiction,

such portion shall be deemed a separate, distinct, and independent provision, and

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

Section 3. This City Commission finds and determines that all formal

actions of this City Commission concerning and relating to the passage of this

Ordinance were taken in an open meeting of this City Commission and that all

deliberations of this City Commission and of any of its committees that resulted in

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

law.

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

Ordinance shall take effect at the earliest time allowed by Law.

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

ATTEST:

KELLY L. KRESSER CLERK OF THE CITY COMMISSION

Passed:

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF SANDUSKY, OHIO AND DESIGNING LOCAL, LTD. FOR CONSULTING SERVICES FOR DEVELOPMENT OF A PUBLIC ART MASTER PLAN

THIS AGREEMENT is made and entered into as of theday of,
2016, by and between the CITY OF SANDUSKY, a municipal corporation, hereinafter referred
to as "CITY," and Designing Local, LTD., a professional planning firm, hereinafter referred to
as "CONSULTANT."

RECITALS

WHEREAS, CITY desires to retain a qualified consulting firm to assist the City with the development of the Sandusky Public Art Master Plan; and

WHEREAS, CITY has determined that CONSULTANT possesses the skills, experience and certifications required to provide the services required by the CITY; and

WHEREAS, CONSULTANT is an independent consultant providing similar professional services to numerous other cities; and

WHEREAS, CITY desires to retain CONSULTANT to provide professional services under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises identified herein, the parties mutually agree as follow:

1. SCOPE OF SERVICES.

- **A. CONSULTANT.** CONSULTANT shall assist the CITY by executing the following scope of services in a satisfactory and proper manner in accordance with requirements provided by the City Manager, or her designee. Services will include, but not be limited to, the items noted in CONSULTANT'S proposal Exhibit A
- **2. SCHEDULE.** Services of CONSULTANT are to commence upon the execution of this Agreement and shall continue in full force and effect until it is terminated. CONSULTANT shall meet the completion date as indicated on Exhibit A.
- **3. TERM.** The term of this Agreement shall continue in full force and effect for a period of 12 months. The term of this Agreement may be extended as agreed upon, in writing, by CONSULTANT and CITY.
- **4. COMPENSATION.** CONSULTANT will perform the work outlined above and will invoice CITY upon completion of the project. CONSULTANT's total compensation, including reimbursed expenses, for the services set forth for the Contract shall not exceed \$50,000 as outlined in Exhibit A.
- A. **Compensation.** The compensation shall be paid to CONSULTANT based on the following hourly rates guide:

Amanda Golden \$125/hour Joshup Lapp \$100/hour Support Staff \$75/hour The total contract value is anticipated not to exceed \$40,000.

- B. **Method of Payment**. As a condition precedent to any payment to CONSULTANT under this Agreement, CONSULTANT shall submit monthly to the CITY a statement of account which clearly sets forth the designated items of work for which the billing is submitted.
- CITY shall review CONSULTANT's monthly statement and pay CONSULTANT for services rendered hereunder at the rates if acceptable and in the amounts provided hereunder on a monthly basis in accordance with the approved monthly statements. Payment will be made according to the CITY's standard Payment Schedule and Terms.
- **5. OWNERSHIP OF WORK.** All documents furnished to CONSULTANT by CITY and all reports and supportive data prepared by CONSULTANT by this Agreement are CITY's property, for the exclusive use of the CITY, shall be given to CITY at the completion of CONSULTANT services.
- **6. COMPLIANCE WITH LAW**. CONSULTANT shall use due professional care to comply with all applicable federal, state and local laws, codes, ordinances and regulations. CONSULTANT represents to CITY that it has, and will maintain through the term of the Agreement, all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required for CONSULTANT to practice its profession. CONSULTANT shall maintain a City of Sandusky Business License.
- **7. INSURANCE.** CONSULTANT shall procure and maintain for the duration of the contract insurance as described in Exhibit B against claims for injuries to persons or damages to property with may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, his agent, representatives, employees or subcontractors.
- **8. RELATIONSHIP BETWEEN THE PARTIES.** CONSULTANT is, and at all times shall remain, an independent contractor, not an agent or employee of the CITY. CONSULTANT shall be solely responsible for all acts of its employees, agents or sub-consultants, including any negligent acts or omissions. CONSULTANT shall have no authority to act on behalf of the CITY or to bind the CITY to any obligation whatsoever, unless the CITY provides prior written authorization to CONSULTANT. As an independent contractor, CONSULTANT shall not be entitled to any benefit, right or compensation from the CITY other than those provided for in this Agreement.
- **9. INDEMNIFICATION.** To the fullest extent permitted by law, CONSULTANT shall defend at its own defense through counsel approved by CITY, indemnify and hold harmless CITY, its officers, representatives, agents and employees, volunteers against any and all suits, damages, costs, fees, claims, demands, causes of action, liabilities, losses and expenses, including without limitation, reasonable attorneys' fees, to the extent arising or resulting directly or indirectly from all acts or omissions to act of CONSULTANT or CONSULTANT'S officers, assistants, subcontractors, employees or agents rendering services under this agreement, including all claims relating to the injury or death of any person or damage to any property, excluding, however, such liability, claims, losses, damages, or expenses arising from CITY'S gross negligence or willful misconduct.

- **10. TERMINATION OF AGREEMENT**. Notwithstanding any other provision of this Agreement, the CITY may terminate this Agreement without cause at any time upon giving ten days written notice to CONSULTANT. In the event of such a termination, CONSULTANT shall be entitled to any compensation owed for services rendered up to the effective date of termination.
- 11. WRITTEN NOTIFICATION. Any notice, demand, request, consent, approval, or communications that either party desires or is required to give to the other party shall be in writing and either served personally or sent by prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other part at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing it mailed as provided in this section.

CITY: City of Sandusky

CONSULTANT: Designing Local Amanda Golden 87 N 20th Street Columbus, OH 43203

- **12. PARTIAL INVALIDITY.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- **13. WAIVER**. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision of the Agreement.
- **14. NO IMPLIED WAIVERS.** The failure of either party at any time to require performance by the other party of any provisions hereof shall not affect in any way the full right to require such performance at any time thereafter. Nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.
- **15. ASSIGNMENT.** The parties recognize that a substantial inducement to CITY for entering into this Agreement is the professional reputation, experience and competence of CONSULTANT. CONSULTANT, therefore, shall not assign, delegate, nor transfer any rights or obligations pursuant to this Agreement, except as specified in this Agreement, without the prior written consent of CITY. Any assignment of any right or obligation or subcontracting of any work without CITY consent shall be void and of no effect.
- 16. TAXES. CONSULTANT agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement, and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. CONSULTANT agrees to indemnify and hold CITY harmless from any liability which it may incur to the United States of America or the State of Ohio as a consequence of CONSULTANT'S failure to pay, when due, all such taxes and obligations. In the event CITY is audited for compliance regarding withholding or other applicable taxes, CONSULTANT agrees to furnish CITY with proof of payment of taxes on these earnings.
- 17. NONDISCRIMINATION. CONSULTANT shall not discriminate against any person related to the performance under this Agreement (including any employee or applicant) or the basis of race, color, religious creed, national origin, gender, physical or mental disability, marital

status, or sexual orientation.

- **18. DEFAULT.** In the event CONSULTANT fails to provide the services set forth in this Agreement due to the fault of CONSULTANT, CITY shall have the right to either do the work itself or hire an outside contractor to perform those services.
- **19. VENUE**. In the event that suit shall be brought by either party hereunder, the parties agree that trial of such action shall be held exclusively in a state court in the County of Erie, Ohio.
- **20. CONSTRUCTION**. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in the manner that avoids any violation of statute, ordinance, regulation or law.
- **21. AMENDMENT**. This Agreement constitutes the complete and exclusive statement of the Agreement to CITY and CONSULTANT. It may be amended or extended from time-to-time by written agreement of the parties hereto.
- **22. INTEGRATION.** This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by CONSULTANT for CITY, and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement shall be effective only if it is in writing, signed by the party to be charged.
- **23. EXECUTION.** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement it shall not be necessary to produce or account for more than one such counterpart.
- **24. IN WITNESS WHEREOF**, the CITY and CONSULTANT have executed this Agreement as of the date first above written.

APPROVED AS TO CONTENT:

City Manager

APPROVED AS TO FORM:

City Attorney

AGREED:

Name 1

Name 2

CONSULTANT:

Amanda Golden Managing Principal

EXHIBIT B INSURANCE

CONSULTANT shall provide his insurance broker(s)/agent(s) with a copy of these requirements and request that they provide Certificates of Insurance complete with copies of all required endorsements to: **NAME**

Minimum Scope of Insurance Coverage shall be at least as broad as:

- 1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 0001 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than **\$1,000,000** (or **\$2,000,000**) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- 2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- 3. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy, with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, part or equipment furnished in connection with such work or operations.

Primary Coverage. For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation. Each insurance policy required above shall be endorsed to state that coverage shall not be canceled except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the City.

Waiver of Subrogation. Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Claims Made Policies. If any of the required policies provide claims-made coverage: The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

Insurance must be maintained and evidence of insurance must be provided for at least one (1) year after completion of the contract work.

If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of three (3) years after completion of contract work.

Verification of Coverage. Consultant shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

EXHIBIT A

PROPOSED WORK PLAN

This section outlines the team's proposed approach. It is fully expected that refined additions will be discussed with staff and, ultimately, become the final scope of services.

Task 1: DISCOVERY (ASSESSMENT OF EXISTING PROGRAMS AND FACILITIES)

- 1.1 Research and document an inventory of existing art and cultural assets. The team will work with staff to determine what current cultural destinations and attributes are revered and valued. The team will be familiar with the following:
 - Sandusky Comprehensive Plan
 - Geographic distribution of cultural attributes and assets
 - Sandusky history
 - Locations for future development projects in the City
 - National assessment of conditions and trends in Arts and Culture Planning and Placemaking, paying special attention to cities of similar size and character both locally and nationally.
- **1.2 Discover the City of Sandusky** The Team will meet with the staff for an intense orientation. This is anticipated to be a full day session and include a tour of the city, highlighting existing art, cultural, and historic destinations throughout the city. A staff person will be expected to lead this tour.
- **1.3 Design a work plan and detailed schedule of the overall timeline for the creation of the Public Art Master Plan.** This will address the work of the staff and consultants and timing of any meetings. This will be refined and monitored by both the staff and the team project manager.
- **1.4 Design a project website.** The team will create a project website or a webpage on an existing site that will allow the public to be engaged throughout the Public Art Master Planning process. The website or webpage will include information on events, images from public engagement events, images for inspiration, an online survey, and any other relevant information to the planning process.

TASK 1 DELIVERABLES

- · Work plan and overall timeline of the project
- Project website/webpage
- Stakeholder List

Task 2: COMMUNITY INPUT GATHERING (PUBLIC OUTREACH AND PARTICIPATION)

2.1 Determine existing attitudes and perceptions, opportunities and challenges to creating the Public Art Master Plan for the City of Sandusky. Upon completion of Task 1, the team will meet with stakeholders to listen and learn about the City. Stakeholder meetings may take place in one on one or group sessions. During this series of meetings, the team will determine an internal vision and will discuss the plan for fulfilling the vision.

Please note that references to "staff" mean the city-designated project manager and personnel and the "team" means Designing Local team members.

ASSUMPTIONS OF STAFF

- This approach will be converted to a detailed scope of work finalized in collaboration with the staff that will address coordination among the City of Sandusky staff and advisory committee.
- Staff will assist in obtaining any documents and data.
- Staff will act as a liaison with the appropriate legislative bodies.
- Staff will coordinate document review and supply edits or approvals in a timely manner.
- Staff will assist with securing locations for meetings, events, and workshops.
- Staff will assist in marketing public workshops to the public through city channels and other local opportunities.

ASSUMPTIONS OF THE TEAM

- The team will be prepared to have work sessions and project updates at minimum, every two weeks with staff via telephone or in person.
- The team will attend all meetings as needed and required and will prepare meeting summaries for staff, including a monthly progress report for the City Manager as requested.
- The team will prepare presentation materials in suitable formats for all public meetings.
- The team will take the lead on facilitating all public meetings.
- The team will respond in a timely manner to any and all questions from the public and staff.
- The team will serve as a liaison between the City, Departments within the city, and community stakeholders.
- The team will brief city leadership on plan recommendations, as requested.
- The team will provide all tools for data collection including but not limited to questionnaires, surveys, etc.

- **2.2 Determine optimal method and process for community engagement opportunities.** The team will work with the staff and advisory committee to design and facilitate a series of workshops. These events will be highly interactive and inclusive and yield essential insight to craft a narrative about Sandusky and the values of the community. A minimum of three public meetings will be facilitated.
 - **a: Create.** The team will work with staff to design the specific details for each workshop, including specific engagement activities, necessary background research, and essential products.
 - **b: Market.** The team will assist with promoting the workshops, including developing the design of all marketing materials. The team will utilize the Arts Community, neighborhood organizations, and the city to promote the workshops within their networks.
 - c: Facilitate. The team will lead and facilitate an informative and engaging program.
 - **d: Collaborate.** Staff will play an active role in the workshops and the team anticipates consulting them at key parts of the program.

TASK 2 DELIVERABLES

- · Public workshop series and materials
- Public engagement summary report

TASK 3: SYNTHESIZE IDEAS AND DEFINE STRATEGY

3.1 Articulation of a common vision for Sandusky. Based on the public workshops and stakeholder meetings, the team will extract the story Sandusky wants to tell to the outside world. This narrative, the "essence framework", in addition to any existing plans, will become the foundation on which the Public Art Master Plan is built. The plan will contain goals and action steps for Public Art that are achievable within 3-5 years, as well as long-term, 10 and 20 year initiatives. It is understood that the objectives of the plan may be subject to change during the planning process.

The Public Art Master Plan will cover the following topics (in no particular order):

- A vision for Public Art that captures Sandusky's desired sense of place and incorporates implementable objectives;
- Unified goals, themes, and arts elements;
- Assist in the formation of the Public Arts and Culture Commission;
- Opportunities throughout the whole city for art in the public realm as a way to improve the community;
- Opportunities throughout the whole city for performing arts, including live music in the community;
- Specific locations of potential public art opportunities;
- Recommended public art policies;
- Funding Opportunities for all recommendations;
- Summary of research, findings, and community outreach results;

3.2 Develop a strategy to gain community consensus for the Plan. The team will work to determine the tools and information needed to create the basis for community-wide consensus building.

TASK 3 DELIVERABLES

- Draft Public Art Master Plan elements
- Community outreach strategy and execution

TASK 4: INITIAL RECOMMENDATIONS

- **4.1 Present outline and graphic elements of the plan.** The team will present the structure and components of the Public Art Master Plan, including design concepts and format to staff. Staff will play an integral role in selecting graphic elements of the final plan. A list of proposed education and PR materials for public consumption will be included.
- **4.2 Present draft master plan to the advisory committee, community stakeholders and City Staff.** The team will provide the advisory committee, community stakeholders and City Staff with recommendations and will solicit final comments to gauge the level of support and feedback for any plan changes. The team will also educate the newly formed Public Arts and Culture commission, staff, and project stakeholders about the process of implementing recommendations in the respected departments.
- **4.3 Creation of the final Public Art Master Plan.** The team will finalize the plan based on feedback from the advisory committee, community stakeholders, staff, and elected officials.
- **4.4 Outreach Materials.** The team will develop education and PR materials that will communicate the process and outcomes of the Public Art Master Plan for consumption.

TASK 4 DELIVERABLES

- Presentation of initial recommendations to community stakeholders and City Staff
- · Outreach materials
- Draft and Final Public Art Master Plan

*All deliverables from all phases will be compatible with the City of Sandusky's software and all materials will become property of the City.

TASK 5: FINAL REVIEW AND RECOMMENDATION

5.1 Presentation to City Council and Sandusky public. The team will present the final draft of the Public Art Master Plan in a minimum of one public meeting as requested by city administration and Council Representatives.

TASK 5 DELIVERABLES

• Final Public Art Master Presentation to City Council and public

SAMPLING OF CREATIVE PUBLIC ENGAGEMENT TOOL OPTIONS

- Pop-up Public Engagement meetings throughout the city
- Data collection through the use of hashtags on instagram and twitter
- Cocktails for Creativity, Brews for Blues, and Wine and Chat evenings are low key evenings with a loose agenda for public art discussion.
- Creativity over Coffee is a more intimate way to discuss community topics, this captures those who prefer the local coffee shop to the local bar.
- 2-3 day Charrettes that include a SWOT Analysis of possible art programming space
- Artist-led workshops that create a community piece
- Surveys distributed through mail, online and through social media.

PROPOSED SCHEDULE AND STAFFING

The following outlines a proposed schedule for the approach to the Public Art Master Plan described in the proposed work plan.

The proposed schedule, like the work plan, should be refined with input from staff.

TASK 1 DELIVERABLES

- Work plan and overall timeline of the project
- Project website/webpage
- Stakeholder List
- Staffing: Amanda Golden, Support Staff
- Timeline: February 2018-March 2018

TASK 2 DELIVERABLES

- Public Workshop Series
- Public Engagement Summary Report
- Staffing: Amanda Golden, Josh Lapp, Support Staff
- Timeline: March 2018 June 2018

TASK 3 DELIVERABLES

- Draft Public Art Master Plan elements
- Community outreach strategy and execution
- Staffing: Amanda Golden, Support Staff
- Timeline: May 2018- July 2018

TASK 4 DELIVERABLES

- Presentation of initial recommendations to community stakeholders and City Staff
- Outreach materials
- Draft and Final Public Art Master Plan
- Staffing: Amanda Golden, Support Staff
- Timeline: July 2018 August 2018

TASK 5 DELIVERABLES

- Final Public Art Plan Presentation to City Council and public
- Staffing: Amanda Golden, Josh Lapp, Support Staff
- Timeline: August 2018

^{*}Note: All dates corresponding to tasks are general in nature and should be reviewed and finalized with Staff in contract negotiations.

Sandusky Public Art Master Plan Proposed Budget						
	Amanda Golden	Joshua Lapp	Support Staf		Associated Cost	Total Cost by Task
HOURLY RATE:	\$125	\$100	\$75			
TASK HOURS				CO	eT .	
IASK	HOURS		<u> </u>	51		
TASK 1: Discovery						\$ 6,850.00
1.1 Research and document existing inventory	5	5	10	\$	1,875.00	
1.2 Discover the City of Sandusky	30			\$	3,750.00	
1.3 Work plan and schedule	5			\$	625.00	
1.4 Design project website			8	\$	600.00	
TASK 2: Community Input Gathering						\$13,375.00
2.1 Determine existing attitudes	25	10		\$	4,125.00	
2.2 Determine optimal method for engagement						
a. Create	5	5	10	\$	1,875.00	
b. Market			10	\$	750.00	
c. Facilitate	20	20		\$	4,500.00	
d. Collaborate	10	5	5	\$	2,125.00	
TASK 3: Synthesize Ideas and Define Strategy						\$ 4,075.00
3.1 Articulation of common vision	10	10	6	\$	2,700.00	
3.3 Develop strategy to gain consensus		10	5	\$	1,375.00	
TASK 4: Initial Recommendations						\$13,125.00
4.1 Present outline and graphic elements of the plan	15	5	10	\$	3,125.00	
4.2 Present draft plan	15	5	\Box	\$	2,375.00	
4.3 Creation of final plan	25	25	15	\$	6,750.00	
4.3 Outreach materials	4		5	\$	875.00	
TASK 5: Final Review and Approval						\$ 2,500.00
5.1 Presentation to City Council, stakeholders, and public	20			\$	2,500.00	
TOTAL PERSONNEL CATEGORY HOURS	189	100	84	\$	39,925.00	
TOTAL COST						\$39,925.00
	•					

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: February 26, 2018

Subject: Commission Agenda Item- West Market Street Sewer Replacement Project

<u>ITEM FOR CONSIDERATION:</u> Ordinance awarding a contract to Rising Son Company, LLC Mansfield, Ohio for the West Market Street Sewer Replacement Project

BACKGROUND INFORMATION: The City of Sandusky sewer distribution system has an existing 24" vitrified (VIT) clay combined sewer located in West Market Street between the Shelby and Pearl Street intersections. Approximately 290 feet of this sewer is in need of replacement due to extensive cracking of the sewer pipe. This project isn't being completed by the City's sewer maintenance department due to the fact that contractors have larger equipment necessary for the depth of excavation and the amount of pipe that needs to be replaced.

The following four bids were received on February 12, 2018:

Rising Son Company, LLC Buckeye Excavating & Construction Inc.

Mansfield, Ohio Norwalk, Ohio \$65,391.00 \$67,585.00

Herk Excavating, Inc. Geddis Paving & Excavating, Inc.

 Vermilion, Ohio
 Toledo, Ohio

 \$68,260.00
 \$71,180.00

The engineer's estimate was \$74,125.00. Rising Son Company, LLC Mansfield, Ohio has been determined to be the lowest and best bidder. The Local Preference ordinance was used to evaluate bids.

<u>BUDGETARY INFORMATION</u>: The estimated cost of the project based on bids, including engineering, inspection, advertising, and miscellaneous costs is \$71,930.10 will be paid with Sewer Funds.

<u>ACTION REQUESTED:</u> It is requested that an Ordinance be awarded for the construction contract to Rising Son Company, LLC Mansfield, Ohio in the amount of \$65,391.00 and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter for the contractor to complete the construction activities and pavement restoration by the contract completion date of July 27th, 2018.

I concur with this recommendation:		
Eric Wobser	Aaron Klein, P.E.	
City Manager	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 RISING SON COMPANY, LLC, OF MANSFIELD, OHIO, FOR THE WEST MARKET STREET SEWER REPLACEMENT PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the West Market Street Sewer Replacement Project involves the replacement of approximately 290 feet of an existing 24" vitrified (VIT) clay combined sewer located in West Market Street between the Shelby Street and Pearl Street intersections; and

WHEREAS, this City Commission declared the necessity to proceed with the proposed West Market Street Sewer Replacement Project by Resolution No. 057-17R, passed on December 11, 2017; and

WHEREAS, upon public competitive bidding as required by law, four (4) appropriate bids were received and the bid from Rising Son Company, LLC, of Mansfield, Ohio, was determined to be the lowest and best bid; and

WHEREAS, the total estimated cost of this project based on bids, including engineering, inspection, advertising and miscellaneous costs is \$71,930.10 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 construction activities and pavement restoration by the contract completion date of July 27, 2018; and

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

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

Section 1. The City Manager is authorized and directed to enter into a contract with Rising Son Company, LLC, of Mansfield, Ohio, for the West Market Street Sewer Replacement Project in an amount **not to exceed** Sixty Five Thousand Three Hundred Ninety One and 00/100 Dollars (\$65,391.00) consistent with the bid submitted by Rising Son Company, LLC, of Mansfield, 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

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for any reason held invalid or unconstitutional by any Court of competent

jurisdiction, such portion shall be deemed a separate, distinct, and independent

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

thereof.

Section 3. This City Commission finds and determines that all formal

actions of this City Commission concerning and relating to the passage of this

Ordinance were taken in an open meeting of this City Commission and that all

deliberations of this City Commission and of any of its committees that resulted in

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

law.

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

Ordinance is hereby declared to be an emergency measure which shall take

immediate effect in accordance with Section 14 of the City Charter after its

adoption and due authentication by the President and the Clerk of the City

Commission of the City of Sandusky, Ohio.

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

ATTEST:

KELLY L. KRESSER CLERK OF THE CITY COMMISSION

Passed: March 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: February 28, 2018

Subject: Commission Agenda Item- Contract Administration and Inspection Services for Venice

Road Pump Station Improvements Project

<u>ITEM FOR CONSIDERATION:</u> Legislation for approval to enter into an agreement for contract administration and inspection services with K.E. McCartney & Associates, Inc. of Mansfield, Ohio for the Venice Road Pump Station Improvements Project.

BACKGROUND INFORMATION: ABC Piping Co. of Brooklyn Heights, Ohio was recently awarded the construction contract for the Venice Road Pump Station Improvements Project at the February 12th City Commission meeting per Ordinance No. 18-027. The construction project will involve replacing the existing pumping system, a new generator, electrical and mechanical system upgrades. Work on the construction project is estimated to begin this spring.

The City of Sandusky accepted Statements of Qualifications to obtain contract administration and inspection services for the Venice Road Pump Station Improvements Project on February 7th, 2018. K.E. McCartney & Associates, Inc. was selected using a qualifications based selection process as described in Chapter 141 of the City's Codified Ordinances. Six engineering firms submitted qualifications and based on the firm's experience, ability to perform, personnel experience, and overall project scope K.E. McCartney & Associates, Inc., was determined to be the most qualified firm.

BUDGETARY INFORMATION: The estimated amount of the Consultant fee for contract administration and inspection services is not to exceed \$95,036.00 and will be paid with Sewer Funds.

ACTION REQUESTED: It is recommended that an agreement with K.E. McCartney & Associates, Inc. for contract administration and inspection services for the Contract Administration and Inspection Services for Venice Road Pump Station Improvements Project be executed and that the necessary legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter in order for the agreement to be executed so that the consultant can get started with the contract administration and inspection services for the construction project that is to begin in early spring.

I concur with this recommendation:	
	
Eric Wobser	Aaron Klein, P.E.
City Manager	Director

ORDINANCE	NO.		

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL SERVICES WITH K.E. MCCARTNEY & ASSOCIATES, INC., OF MANSFIELD, OHIO, FOR CONTRACT ADMINISTRATION AND INSPECTION SERVICES 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, this City Commission authorized and directed the City Manager to enter into a contract with ABC Piping Co., of Brooklyn Heights, Ohio, for the Venice Raod Pump Station Improvements Project by Ordinance No. 18-027, passed on February 12, 2018; and

WHEREAS, K.E. McCartney & Associates, Inc. will be providing project contract administration and inspection services for the Venice Road Pump Station Improvements Project and these services are more fully described in the Scope of Services, which is attached to this Ordinance and marked Exhibit "A" and specifically incorporated herein; and

WHEREAS, pursuant to Chapter 141, Professional Design Services Selection, of the Codified Ordinances of the City, six (6) engineering firms submitted statements of qualifications and based on the firm's experience, ability to perform, personnel experience, and overall project scope, K.E. McCartney & Associates, Inc. was determined to be the most qualified; and

WHEREAS, the cost for contract administration and inspection services is \$95,036.00 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 consultant to begin services for the construction project that is scheduled to begin in the early Spring; 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,

PAGE 2 - ORDINANCE NO. _____

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

THAT:

Section 1. The City Manager is authorized and directed to enter into an

Agreement for Professional Services with K.E. McCartney & Associates, Inc., of

Mansfield, Ohio, for contract administration and inspection services for the Venice

Road Pump Station Improvements Project, substantially in the same form as

attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if

fully rewritten herein, together with any revisions or additions as are approved by

the Law Director as not being substantially adverse to the City and consistent with

carrying out the terms of this Ordinance, at an amount not to exceed Ninety Five

Thousand Thirty Six and 00/100 Dollars (\$95,036.00).

Section 2. If any section, phrase, sentence, or portion of this Ordinance is for

any reason held invalid or unconstitutional by any Court of competent jurisdiction,

such portion shall be deemed a separate, distinct, and independent provision, and

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

Section 3. This City Commission finds and determines that all formal

actions of this City Commission concerning and relating to the passage of this

Ordinance were taken in an open meeting of this City Commission and that all

deliberations of this City Commission and of any of its committees that resulted in

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

law.

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

Ordinance is hereby declared to be an emergency measure which shall take

immediate effect in accordance with Section 14 of the City Charter after its

adoption and due authentication by the President and the Clerk of the City

Commission of the City of Sandusky, Ohio.

DENNIS E. MURRAY, JR.

PRESIDENT OF THE CITY COMMISSION

ATTEST:

KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: March 12, 2018

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Professional Services (this "Agreement"), made as of ________, 2018, by and between the City of Sandusky (the "City"), whose contact person shall be the Director of Public Services designated below or successor (the "City Engineer"), and K.E. McCartney & Associates, Inc. (the "Architect/Engineer"), whose contact person and address are set forth below.

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

Project Name: Contract Administration & Inspection Services
Venice Rd Pump Station Improvements Project

Director of Public Works: Aaron Klein, P.E.

Address: Department of Public Works

City of Sandusky 222 Meigs Street Sandusky, Ohio 44870

Architect/Engineer: James D. Mawhorr, P.E., P.S.
Contact: K.E. McCartney & Associates, Inc.

Address: 52 N Diamond St

Mansfield, OH 44035

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

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

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

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

ARTICLE 1. RESPONSIBILITIES OF ARCHITECT/ENGINEER

1.1. Architect/Engineer's Services

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

- 1.1.2. <u>Timeliness; Standard of Care</u>. The Project Schedule shall be established by mutual agreement between the City and the Architect/Engineer within thirty (30) days after the execution hereof. The Architect/Engineer shall perform the Architect/Engineer's services in accordance with professional standards of skill, care, and diligence in a timely manner in accordance with the Project Schedule so as to cause no delay, interference, disruption, or hindrance in the Work, and so that the Project shall be completed as expeditiously and economically as possible within the Construction Budget and in the best interests of the City.
- 1.1.3. <u>Non-Discrimination</u>. The Architect/Engineer represents that the Architect/Engineer is in compliance with all applicable equal employment opportunity requirements under law, if required by Section 153.59 of the Ohio Revised Code or any other applicable state or federal law.
- 1.1.4. Consultants. The Architect/Engineer may provide services through one or more consultants employed by the Architect/Engineer (the "Consultants"); provided, however, the Architect/Engineer shall remain responsible to the City for all duties and obligations of the Architect/Engineer under this Agreement. Unless waived or otherwise modified in writing by the City upon written request of the Architect/Engineer, no Consultant shall be retained upon terms inconsistent with this Agreement. The Architect/Engineer shall provide the City Engineer with the names and qualifications of any other proposed Consultant, together with a description of the services to be provided by such Consultant for approval. Once approved by the City Engineer, the identity of any Consultant and the extent of such Consultant's participation in performing the Architect/Engineer's services shall not be altered without the written consent of the City Engineer. Upon the request of the City, the Architect/Engineer shall terminate the employment of any Consultant. The City may communicate with any Consultant either through the Architect/Engineer or directly to the Consultant with notice to the Architect/Engineer.
- 1.1.5. <u>Ethics Laws</u>. The Architect/Engineer represents that it is familiar with all applicable ethics law requirements, including without limitation Sections 102.04 and 3517.13 of the Ohio Revised Code, and certifies that it is in compliance with such requirements.
- 1.1.6. <u>Limitation of Authority</u>. The Architect/Engineer shall not have any authority to bind the City for the payment of any costs or expenses without the express written approval of the City. The Architect/Engineer shall have authority to act on behalf of the City only to the extent provided herein. The Architect/Engineer's authority to act on behalf of the City shall be modified only by an amendment in accordance with Subparagraph 9.5.2.

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

2.1. General

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

ARTICLE 3. ADDITIONAL SERVICES

3.1. General

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

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

ARTICLE 4. RESPONSIBILITIES OF THE CITY

- **4.1.** Required Actions. The City shall review, approve, or take such actions as are required of the City by this Agreement and applicable law in a reasonable and timely manner.
- **4.2.** <u>Instructions to Contractors.</u> All instructions of the City to Contractors shall be through, or in consultation with, the Architect/Engineer.
- **4.3.** City's Requirements. The City shall provide full information regarding its requirements for the Project, any agreements related to the Project, and any design and construction standards and work rules which set forth the City's use, design, time and financial objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability, time constraints imposed by fiscal and budgetary considerations, special equipment, systems and site requirements. The Architect/Engineer shall be entitled to rely upon the accuracy and completeness of information provided by the City under this paragraph which the City represents in writing is complete and accurate; provided, however, the City makes no representation for, and the Architect/Engineer may not rely upon, information from third parties.
- **4.4.** Authorized Representative. The City has designated the City Engineer or successor to be the City's Authorized Representative, i.e., a person authorized to act on the City's behalf with respect to the Project to the extent provided in the Contract Documents. If the City Engineer is absent or unavailable, the City's Project Engineer shall serve as the City's Authorized Representative.
- **4.5.** <u>Notice to Architect/Engineer.</u> If the City observes or otherwise becomes aware of any Defective Work or other fault or defect in the Project, prompt notice thereof shall be given to the Architect/Engineer.
- **4.6.** <u>Legal Representation.</u> The City shall not be responsible to provide, or pay for, any legal representation of the Architect/Engineer.

ARTICLE 5. COMPENSATION

5.1. <u>Direct Personnel Expense</u>

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

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

5.2. Reimbursable Expenses

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

5.3. Basis of Compensation

- 5.3.1. <u>Basic Fee</u>. For Basic Services provided by the Architect/Engineer and all Consultants, the City shall pay the Architect/Engineer a Basic Fee in accordance with Paragraph 5.4 hereof in the amount of ninety-five thousand thirty-six dollars (\$95,036.00) A change in the Basic Fee may be made only by an amendment in accordance with Subparagraph 9.5.2.
- 5.3.2. <u>Additional Fees</u>. For Additional Services provided by the Architect/Engineer and any Consultants in accordance with Article III, the City shall pay the Architect/Engineer Additional Fees in an amount negotiated to the mutual reasonable satisfaction of the City and the Architect/Engineer, but in all events, such Additional Fees shall not exceed two and half (2.5) times the Direct Personnel Expense and any applicable Consultant in providing those Additional Services. Additional Fees may be approved only by an amendment in accordance with Subparagraph 9.5.2.
- 5.3.3. Extent of Basic Fee. The Architect/Engineer's Basic Fee includes all compensation for Basic Services, including without limitation, for salaries or other compensation of the Architect/Engineer's employees at the principal office, branch offices and the field office, general operating expenses of the Architect/Engineer's principal office, branch offices and the field office, any part of the Architect/Engineer's capital expenses, including interest on the Architect/Engineer's capital employed for the Project, overhead or expenses of any kind, except Reimbursable Expenses, any costs incurred due to the negligence of the Architect/Engineer, the Architect/Engineer's general advertising, federal, state or local income, sales or other taxes, state franchise taxes and qualification fees, and membership in trade, business or professional organizations.
- 5.3.4. <u>Total Compensation</u>. The total compensation of the Architect/Engineer and all Consultants shall consist of the Basic Fee, any Additional Fees, and Reimbursable Expenses.

5.4. Method and Terms of Payment

- 5.4.1. <u>Basic Fee</u>. Payment of the Basic Fee shall be made monthly upon invoice of actual services performed. The Basic Fee shall be subject to all setoffs in favor of the City for claims against the Architect/Engineer.
- 5.4.2. <u>Additional Fees, Reimbursable Expenses</u>. Payments of Additional Fees for Additional Services in accordance with Article III and Subparagraph 5.3.2 and for Reimbursable Expenses as set

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

- 5.4.3. <u>Payments by Architect/Engineer</u>. Within ten (10) business days of receipt of payment made pursuant to this Agreement, the Architect/Engineer shall pay all portions thereof due to Consultants and to persons who provided items the expenses of which are Reimbursable Expenses.
- 5.4.4. Compensation for Extension of Project Time. If the Architect/Engineer notifies the City not less than thirty (30) days prior to the time for completion of the Project set by the Project Schedule established pursuant to Subparagraph 1.1.2, that such time for completion is reasonably expected to be exceeded by more than ten percent (10%) through no fault of the Architect/Engineer, the compensation, if any, for Basic Services to be rendered during such extended period shall be negotiated to the mutual reasonable satisfaction of the City and the Architect/Engineer. If, as a result of such negotiation, the City agrees that the Architect/Engineer shall be paid additional compensation, an amendment to that effect shall be executed in accordance with Subparagraph 9.5.2 before the Architect/Engineer renders any services made necessary by such extension of the time of completion, unless otherwise agreed in writing by the City.

ARTICLE 6. INSURANCE AND INDEMNIFICATION

6.1. Insurance

- 6.1.1. <u>Casualty Insurance</u>. Except when a modification is requested in writing by the Architect/Engineer and approved in writing by the City, the Architect/Engineer shall carry and maintain at the Architect/Engineer's cost, with companies authorized to do business in Ohio, all necessary liability insurance (which shall include as a minimum the requirements set forth below) during the term of this Agreement:
 - a. Workers' Compensation and employer's liability insurance to the full extent as required by applicable law;
 - b. Commercial general liability coverage for bodily injury and property damage, including limited contractual liability coverage, in not less than the following amounts:
 - i. General Aggregate Limit: \$2,000,000
 - ii. Each Occurrence Limit: \$1,000,000 each occurrence;
 - c. Commercial automobile liability coverage, including non-owned and hired, in an amount not less than \$1,000,000.
- 6.1.2. <u>Professional Liability Insurance</u>. Subject to the City's waiver or modification of Professional Liability Insurance upon written request of the Architect/Engineer, the Architect/Engineer shall maintain insurance to protect against claims arising from the performance of the Architect/Engineer's services caused by any negligent acts, errors, or omissions for which the Architect/Engineer is legally liable ("Professional Liability Insurance"). Except when a waiver is approved by the City upon written request of the Architect/Engineer, such Professional Liability Insurance shall be in an amount not less than \$1,000,000 per claim and in the annual aggregate. The Architect/Engineer shall

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

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

6.2. Indemnification

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

ARTICLE 7. DISPUTE RESOLUTION PROVISIONS

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

- **7.2.** Notice and Filing of Requests. Any request by the Architect/Engineer for additional fees or expenses shall be made in writing to the Authorized Representative and filed prior to the final payment of the Basic Fee. Failure of the Architect/Engineer to timely make such a request shall constitute a waiver by the Architect/Engineer of any request for such fees and expenses.
- **7.3.** Request Information. In every written request filed pursuant to Paragraph 7.2, the Architect/Engineer shall provide the nature and amount of the request; identification of persons, entities and events responsible for the request; activities on the Project Schedule affected by the request or new activities created by any delay and the relationship with existing activities; anticipated duration of any delay; and recommended action to avoid or minimize any future delay.
- **7.4.** Meeting with Authorized Representative. If the Architect/Engineer files a written request with the Authorized Representative pursuant to Paragraph 7.2, the Authorized Representative shall, within thirty (30) days of receipt of the request, schedule a meeting in an effort to resolve the request and render a decision on the request promptly thereafter or render a decision on the request without a meeting, unless a mutual agreement is made to extend such time limit. The meeting scheduled by the Authorized Representative shall be attended by Persons expressly and fully authorized to resolve the request on behalf of the Architect/Engineer. The Authorized Representative shall render a decision on the request within thirty (30) days of the meeting unless a mutual agreement is made to extend the time for decision.
- **7.5.** Appeal to Commission. If the efforts of the Authorized Representative do not lead to resolution of the request within sixty (60) days of receipt of the request provided pursuant to Paragraph 7.2 the Architect/Engineer may appeal to the City's Commission by written notice to the Authorized Representative who shall provide the Architect/Engineer an opportunity to present the claim at the Commission's next meeting, the Architect/Engineer shall be provided the opportunity to present the claim at the next succeeding meeting of the Commission. The Commission shall render a decision on the request within thirty (30) days of the meeting unless a mutual agreement is made to extend the time for decision. The decision of the Commission shall be final and conclusive, subject to litigation in a court of competent jurisdiction.
- **7.6.** <u>Delegation</u>. No provision of this Paragraph shall prevent the Authorized Representative or the Commission from delegating the duties or authorities of the Authorized Representative or the City to any other Person selected at the discretion of the Authorized Representative.
- **7.7.** Performance. The Architect/Engineer shall proceed with the Architect/Engineer's performance of this Agreement during any dispute resolution process, unless otherwise agreed by the Architect/Engineer and the City in writing. The City shall continue to make payment, in accordance with this Agreement, of any amounts not in dispute pending final resolution of any dispute in accordance with this Paragraph.

ARTICLE 8. TERMINATION AND REMEDIES

8.1. Termination of Agreement

8.1.1. <u>Means of Termination</u>. This Agreement may be terminated by either party upon seven (7) days written notice should the other party fail to perform in accordance with the terms of this Agreement; provided, however, the Architect/Engineer shall not terminate this Agreement for non-

payment if the City initiates the payment process by preparing, executing, and submitting a voucher for all reasonably undisputed amounts due to the Architect/Engineer within ten (10) days of receipt of the Architect/Engineer's written notice to terminate. This Agreement may be terminated by the City in whole or in part, without cause upon fifteen (15) days written notice to the Architect/Engineer. This Agreement may be terminated in whole or in part, at any time upon the mutual consent of the City and the Architect/Engineer.

- 8.1.2. Architect/Engineer's Remedies Upon Termination by City Without Cause or Upon Termination by Architect/Engineer. In the event of a termination which is not due to the failure of the Architect/Engineer to perform in accordance with the terms of this Agreement, the Architect/Engineer shall be compensated for all Basic Services of a completed Part performed prior to the termination date in accordance with the percentages set forth in Subparagraph 5.4.1, together with Reimbursable Expenses incurred prior to the termination date. In such event, for services rendered prior to the termination date in an uncompleted Part and for Additional Services, the Architect/Engineer shall receive compensation based on the percentages of completion of that Part or those Additional Services, as applicable, and as reasonably determined by the City, together with Reimbursable Expenses incurred prior to the termination date.
- 8.1.3. Architect/Engineer's Remedies Upon Termination by City for Cause. In the event of a termination which is due to the failure of the Architect/Engineer to perform in accordance with the terms of this Agreement, the Architect/Engineer shall be compensated only for Basic Services performed and paid for prior to the termination date in accordance with the actual time at billing rates as set forth in 5.3.1., together with Additional Services completely performed prior to the termination date. In such event, the Architect/Engineer shall be reimbursed only for Reimbursable Expenses incurred prior to the date of the notice of termination, unless the City consents in writing to the payment of Reimbursable Expenses incurred after that date.
- 8.1.4. <u>Architect/Engineer's Remedies Upon Termination by Mutual Consent</u>. In the event of a termination upon the mutual consent of the City and the Architect/Engineer, any compensation for Basic Services or for Additional Services or payment of Reimbursable Expenses shall be negotiated and set forth in an amendment to this Agreement in accordance with Subparagraph 9.5.2 prior to such termination.
- 8.1.5. <u>Post-Termination Matters</u>. If the City and the Architect/Engineer agree that any services are to be performed for the Project by the Architect/Engineer after any termination date, the amount of any compensation and the method and terms of payment of such compensation or any Reimbursable Expenses related to such services shall be negotiated and set forth in an amendment to this Agreement in accordance with Subparagraph 9.5.2 prior to the commencement of such services. Such amendment and any relevant provisions of this Agreement shall survive termination of this Agreement.

8.2. Remedies

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

upon the Architect/Engineer by the terms of this Agreement is intended to be exclusive of any other remedy provided at law or in equity. Except as otherwise provided in this Agreement, each and every remedy of the Architect/Engineer shall be cumulative and shall be in addition to any other remedy given to the Architect/Engineer hereunder or now or hereafter existing.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1. Ownership and Use of Documents

- 9.1.1. Property of City. Drawings and other documents prepared by, or with the cooperation of, the Architect/Engineer or any Consultant pursuant to this Agreement, including all copyrights, are the property of the City whether or not the Project for which they are prepared is commenced or completed. The Architect/Engineer or Consultant, as applicable, may retain copies, including reproducible copies of such drawings and other documents for information and reference. Such drawings or other documents may be used by the City or others employed by the City for reference in any completion, construction, correction, remodeling, renovation, reconstruction, alteration, modification of or addition to the Project, without compensation to the Architect/Engineer or Consultant. Such drawings or other documents shall not be used by the City, or be given or sold by the City to be used by others, on other projects except by agreement in writing and with agreed upon appropriate compensation to the Architect/Engineer or Consultant, as applicable. If an event occurs for which the Architect/Engineer or Consultant may be liable, the City shall notify the Architect/Engineer or Consultant of such event as soon as practical after such event and shall provide access to the Project to the Architect/Engineer or Consultant and their representatives. This Subparagraph shall survive termination of this Agreement.
- 9.1.2. <u>Architect/Engineer's Intellectual Property</u>. All inventions, patents, design patents, and computer programs acquired or developed by the Architect/Engineer in connection with or relation to the Project shall remain the property of the Architect/Engineer and shall be protected by the City from use by others except by agreement in writing with appropriate and agreed upon compensation to the Architect/Engineer.
- **9.2.** Public Relations. Prior to completion of the Project, any public relations or publicity about the Project shall be solely within the control and with the consent of the City. The Architect/Engineer shall not use the City's name or seal, nor any adaptation thereof, for any advertising or trade purposes, including without limitation press releases, without the express written consent of the City.
- **9.3.** Records. The records of all of the Architect/Engineer's Direct Personnel Costs, Reimbursable Expenses and payments to Consultants pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to the City at all times and shall be maintained for seven (7) years after final acceptance of the Project by the City. All other records kept by the Architect/Engineer related to the Project shall be available to the City at all times and shall be maintained for six (6) years after final acceptance of the Project by the City. Records related to any claim or dispute shall be retained for any longer period necessary to finally resolve the claim or dispute.

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

9.5. Extent of Agreement

- 9.5.1. <u>Entire Agreement</u>. This Agreement represents the entire and integrated agreement between the City and the Architect/Engineer and supersede all prior negotiations, representations or agreements, either written or oral.
- 9.5.2. <u>Amendments</u>. This Agreement may be amended only by an amendment prepared by the City and signed by both the Architect/Engineer and the City.
- 9.5.3. <u>Multiple Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.
- 9.5.4. <u>Captions</u>. The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections hereof.
- 9.5.5. <u>Conditions to Validity</u>. None of the rights, duties, and obligations contained in this Agreement shall be binding on any party until all legal requirements have been complied with.

9.6. Governing Law

- 9.6.1. <u>Law of Ohio</u>. This Agreement shall be governed by the law of the State of Ohio to the exclusion of the law of any other jurisdiction and the Erie County, Ohio Court of Common Pleas shall have jurisdiction over any action hereunder or related to the Project to the exclusion of any other forum.
- 9.6.2. <u>Capitalized Terms.</u> Capitalized terms in this Agreement shall have the same meaning as those in the Standard Conditions, unless otherwise defined herein or unless another meaning is indicated by the context.

9.7. Notices

- 9.7.1. <u>Addresses</u>. All notices, certificates, requests, or other communications hereunder shall be in writing and shall be deemed to be given if delivered in person to the individual or to a member of the company or organization for whom the notice is intended, or if delivered at or mailed by registered or certified mail, postage prepaid, to the appropriate address listed on the first page hereof.
- 9.7.2. <u>Facsimiles</u>. For convenience of communication only, notices, certificates, requests, or other communications hereunder of fewer then ten (10) pages, except requests for payment, may be sent by facsimile transmission to the City at (419) 627-5933 and to the Architect/Engineer at (419)-525-0635. Notices, certificates, requests, or other communications sent by facsimile transmission shall not be deemed to be given unless a counterpart is received or mailed in accordance with Subparagraph 9.7.1. Requests for payment may be sent to the City by facsimile transmission only upon specific direction from the City.

- 9.7.3. <u>Emergencies</u>. In the event of an emergency involving the Project, including, without limitation, a fatality, serious injury, fire, collapse, flood, utility or power loss to occupied facilities, explosion, or environmental damage, the Architect/Engineer shall immediately notify the City by telephone.
- 9.7.4. <u>Change of Address</u>. The City or the Architect/Engineer may, by notice given hereunder, designate any further or different addresses telephone numbers or facsimile numbers to which subsequent notices, certificates, requests, or communications shall be sent.
- **9.8.** Severability. If any provision of this Agreement, or any covenant, obligation or agreement contained herein is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if such invalid or unenforceable provision were not contained herein. Such invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement, shall be deemed to be effective, operative, made, entered into, or taken in the manner and to the full extent permitted by law.
- **9.9.** <u>Independent Contractor</u>. The Architect/Engineer and any Consultant is an independent contractor with respect to any services performed hereunder. Neither the Architect/Engineer, nor any Consultant, shall be deemed to be servants, employees, or agents of the City.

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

K.E. McCartney & Associates, Inc.
Ву:
Ву:
CITY OF SANDUSKY, OHIO
By:Eric L. Wobser
City Manager

CERTIFICATE OF FUNDS

In the matter of:

Contract Administration and Inspection Services Venice Road Pump Station Improvements Project

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

Dated:	, 2018
	CITY OF SANDUSKY, OHIO
	By: Hank Solowiej, CPA Finance Director
Account Number	Amount



ENGINEERS - PLANNERS - SURVEYORS

February 27, 2018

Jane Cullen, P.E. Project Engineer Department of Public Works 222 Meigs Street Sandusky, Ohio 44870

> RE: Proposal for Construction Inspection and Construction Management Services Venice Road Pump Station Improvements

Dear Ms. Cullen:

Enclosed, please find the proposal to provide Construction Inspection and Construction Management Services for the referenced project.

KEM proposes to provide Construction Engineering Services per the attached "Exhibit A", invoiced on an hourly rate basis as required. The specific needs for this project, on a daily basis, will vary depending on the contractor's schedule, critical items of work and weather conditions.

K.E. McCartney & Associates, Inc. appreciates the opportunity to be considered for providing construction services to the City of Sandusky, and we look forward to working with you and your staff on this project. If there are any questions, or further information is required, please give me a call.

Sincerely,

K.E. McCARTNEY & ASSOCIATES, INC.

James D. Mawhorr, P.E., P.S.

James J. Marlo

Senior Vice President



Brian P. McCartney, P.E., P.S. • Kenneth A. McCartney, P.S. • James D. Mawhorr, P.E., P.S.

"EXHIBIT "A"

Scope of Services and Compensation Venice Road Pump Station Improvement Project City of Sandusky

A. Duties and Responsibilities

K.E. McCartney & Associates, Inc. (ENGINEER) shall provide project coordination, construction administration and inspection services and shall serve as the City of Sandusky's liaison with the Contractors, and assist them in understanding the detailed scope and intent of the Contract Documents. The ENGINEER shall provide an experienced licensed professional engineer to oversee all construction activities for the Project. The ENGINEER shall comply with all the requirements related to construction contract administration activities.

B. Construction Administration Phase

The ENGINEER will coordinate and conduct the Pre-Construction meeting.

The ENGINEER will respond to all Requests for Information submitted by the Contractor or City of Sandusky during construction.

The ENGINEER will schedule and conduct regular progress meetings.

The ENGINEER will be responsible for tracking the work schedule and updates.

The ENGINEER shall act as a liaison between the City of Sandusky and the Contractor.

The ENGINEER will assist the City of Sandusky in the review and negotiation of Contractor change order requests.

The ENGINEER will provide administrative support for the resident project engineer and field personnel. Clerical support is also to be provided for the field staff for the preparation of reports and other project documentation.

The ENGINEER shall supply experienced technicians to perform site inspection. These technicians shall work under the direct supervision of the registered professional engineer described above.

The ENGINEER shall perform all functions of Prevailing Wage, EEO and DBE Compliance for the City of Sandusky. The ENGINEER shall perform and record prevailing wage interviews as required. Violations and/or discrepancies to be resolved prior to project closeout.

The ENGINEER shall transmit to the Contractor all clarifications and modifications to the Contract Documents as directed by the City of Sandusky.

The ENGINEER shall transmit to the City of Sandusky all reasonable requests for modifications to the Contract Documents from the Contractor.

The ENGINEER shall provide assistance to the City of Sandusky in coordinating and communicating the work with affected property owners.

C. Resident Inspector Phase

Construction Inspection

The ENGINEER'S Inspector(s) shall be present during all critical on-site activities by the Contractor and conduct observations of the work in progress to determine compliance with contract requirements.

The ENGINEER'S Inspector shall be present during and shall verify results for all field quality control tests required by the Contract. The ENGINEER'S Inspector will verify that the Contractor is maintaining adequate records.

The ENGINEER'S Inspector shall attend all pre-construction, construction progress, post construction and other meetings between the City of Sandusky and the Contractor.

Reports

The ENGINEER shall furnish the City of Sandusky detailed and legible written and verbal daily reports detailing the progress of the work, tabulated quantity expenditures, commentary on quality control events, progress on the construction schedule, contacts with members of the public, all test data and any other comments relative to the project.

The ENGINEER shall notify the City of Sandusky of non-routine test results, inspections, or major phases of work.

The ENGINEER'S Inspectors shall submit all reports on standard forms approved by the City of Sandusky.

The ENGINEER shall call to the attention of the Contractor any and all deviations from the Contract Documents, any shortcomings in maintenance of traffic or any unnecessary inconveniences imposed on access to private properties. Any lack of corrective action or lack of cooperation shall immediately be referred to the City of Sandusky for further action.

The ENGINEER shall reject non-specified materials, either during the submittal phase, or as they arrive at the project site.

The ENGINEER shall determine the accuracy of Contractor pay requests and resolve discrepancies with the Contractor as an agent of the City of Sandusky. Pay requests shall then be forwarded to the City of Sandusky with recommendations, resulting tabulated item balances, work completed and materials and equipment delivered to the site but not incorporated in the work. All pay requests will be reviewed by the City of Sandusky, in

correlation with the daily reports, prior to processing. All pay requests disputes between the ENGINEER and the Contractor will be resolved by the City of Sandusky.

Testing

The ENGINEER shall provide field quality control construction testing services of Contractorplaced materials in compliance with Contract Plans and Specifications.

Project Completion

The ENGINEER shall submit to the Contractor and the City of Sandusky a list of observed deficiency items that require correction.

The ENGINEER shall conduct inspections with the City of Sandusky and Contractor after the Contractor has addressed the deficiency list and prepares a new list of deficiencies, if needed.

The ENGINEER shall verify all contract items have been completed and make acceptance recommendations to the City of Sandusky.

The ENGINEER shall provide all required Contract Administration and supervision of the performance of its on-site personnel and shall insure that the requirements of the contract are fulfilled. The ENGINEER'S Project Manger shall be the point of contact for the City of Sandusky in regard to Contract performance and administration and shall act in a general consulting capacity to the City of Sandusky with regard to constructability issues.

The ENGINEER shall prepare all closeout documentation and files required by the contract, including review of those files with City of Sandusky representatives. The ENGINEER shall review the accuracy of the Contractor's as-built drawings and coordinate the submission of these drawings to the City of Sandusky upon completion of the project.

The authority of the ENGINEER shall have the following limitations, except as duly authorized in writing by the Engineer and agreed upon by the ENGINEER:

- Deviations from the Contract Documents and any changes in materials or equipment shall not be authorized.
- The ENGINEER will not perform any function that is the responsibility of the Contractor or any of the Contractor's suppliers or sub contractors.
- No directives shall be expressed to the Contractor as to the means, methods, techniques, sequences, or procedures of construction outside of those detailed in the contract documents or as directed by the City of Sandusky.
- No directives shall be expressed as the Contractor's safety programs or procedures.
- The ENGINEER shall not be liable for defective work, acts of omission or operating procedures of the Contractor.

D. Compensation

- Professional services will be provided on an hourly rate basis, per the attached Hourly Rate Calculation Schedule.
- Vehicle reimbursement will be at the daily rate of \$49.00 for company owned vehicles and at 0.545 per mile for employee owned vehicles.
- 3. Concrete Control Kit reimbursement will be at the daily rate of \$25.00.
- Subconsultant costs will be invoiced at actual costs.
- KEM anticipates utilizing PSI, for material testing services related to concrete and compaction testing.
- KEM can provide necessary services immediately upon authorization to proceed.
- 7. The maximum prime compensation shall not exceed \$95,000.00. All costs shall be included in the prime compensation.

SUBMITTED BY:

K.E. MCCARTNEY & ASSOCIATES, INC.

James D. Mawhorr, P.E., P.S.

Senior Vice President

APPROVED BY: City of Sandusky



ENGINEERS - PLANNERS - SURVEYORS

Cost Proposal Breakdown

Construction Management and Inspection Services Contract Duration = 13 Months Est. Start Date: March 2018 Completion: April 2019

Venice Road Pump Station Improvements City of Sandusky

Laborat						
Labor			Est	timated Hou	rs	
Task		Proj. Mgr.		Proj. Eng.		<u>R.F.R.</u>
Pre Construction Meeting Scheduling		4.0		>4.		2,0
Project Updates for City		4.0 6.0				***
Shop Drawing & Materials Review Const. Progress Meetings		16.0 10.0		12.0		2.0
Progress Payments On Site Inspection \ Coordination		12.0		8.0		8.0
On Site Testing		40.0				800.0
Certified Payrolls\ DBE \ EEO (Wage Interviews) Reports & Records		16.0				8.0
Project Closeout \ Internal Audit Post Construction Finalization		12.0		4.0 12.0		4
Post Construction Finalization		8.0		-		
	Total Hours	136.0		36.0		826.0
	Hourly Rate	\$ 139.00	\$	92.00	\$	81.00
	Sub Total - Labor	\$ 18,904.00	\$	3,312.00	\$	66,906.00
			T	otal - Labor	\$	89,122.00

Remarks: Labor Rotes include allowable overhead and net fee per attached breakdown.

Reimbursables

Testing \ Subconsultants:

Total - Reimbursables \$ 5,914.00

Grand Total \$ 95,036.00

KEM Quality

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: February 28, 2018

Subject: Commission Agenda Item

<u>ITEM FOR CONSIDERATION:</u> Requesting legislation for an amendment to the professional design services agreement with Richland Engineering Limited (REL) of Mansfield, Ohio for the Gartland Avenue Reconstruction Project.

BACKGROUND INFORMATION: The original contract for Richland Engineering Limited (REL) included development of reconstruction plans for the entire length of Gartland Avenue from Monroe Street north to Jefferson Street. The agreement was passed at the City Commission meeting held March 13, 2017, Ordinance no. 17-059. These plans included replacement of the existing 6" waterline with a new 8" waterline. The design services also included replacing the existing 8" sanitary and 10" storm over/under sewer system with a new separated sanitary and storm sewer system. An over/under sewer system is one in which both utilities run parallel to each other in the same trench and tie into the same sewer manholes. This area has experienced basement flooding during rain events.

The design services included replacing the existing concrete curbs, sidewalks, and curb ramps so that they are updated to ADA compliance. Included in the construction plans is the complete excavation of the roadway and replacement with a new stone base and asphalt driving surface.

During the design process, it was brought to the attention of the Public Works Department that there was excessive flooding and ponding of water at the intersection of Huron Street and Jefferson Street. Since there wasn't any existing drainage in this area, Richland Engineering Limited (REL) was asked to explore drainage options which were successfully incorporated into the construction plans to be completed later this year. Since there was additional survey work required along Jefferson Street to analyze the drainage options, it was requested of Richland to also design a waterline along Jefferson Street from Huron Street to Gartland Avenue. There currently is no existing waterline along Jefferson Street and the waterlines along Huron street and Gartland Avenue are dead-end waterlines. The new 8" waterline along Jefferson Street will loop the two waterlines together and eliminate the dead-end lines which is a long term goal of the Water Distribution Department and Ohio EPA.

BUDGETARY INFORMATION: The current cost of the professional design services for the Gartland Avenue Reconstruction Project is \$86,845.00 with \$55,845.00 to be paid from Sewer Funds and \$31,000.00 to be paid with Water Funds. The additional work required an additional fee of \$8,420.00 which would be paid from sewer funds in the amount of \$5,919.00 and water funds in the amount of \$2,501.00. The revised professional design agreement not to exceed amount would then be \$95,265.00

<u>ACTION REQUESTED:</u> It is recommended that an ordinance for an Amendment to the existing professional design agreement with Richland Engineering Limited (REL) of Mansfield, Ohio for the Gartland Avenue Reconstruction Project be approved for an additional cost of \$8,420.00 and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order for the consultant to be paid for services already provided.

I concur with this recommendatio	n:	
Eric Wobser	Aaron Klein, P.E.	
City Manager	Director	

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

ORDINA	NCE NO.	,		

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

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

WHEREAS, this City Commission declared the necessity for the City to proceed with the proposed Gartland Avenue Reconstruction Project by Resolution No. 054-17R, passed on November 13, 2017; and

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

WHEREAS, Richland Engineering Limited provided services for the detailed design and construction contract plan preparation for the Gartland Avenue Reconstruction Project which includes two (2) phases, Field Survey and Base Mapping, and Final Design Contract Plans; and

WHEREAS, during the design process, it was brought to the attention of the Public Works Department that there was excessive flooding and ponding of water at the intersection of Huron Street and Jefferson Street and since there was not any existing drainage in this area, Richland Engineering Limited was asked to explore drainage options and design a waterline along Jefferson Street from Huron Street to Gartland Avenue; and

WHEREAS, the original cost of the professional design services was \$86,845.00 and this Amendment will increase the cost by \$8,420.00 for a revised total cost of \$95,265.00 of which \$61,764.00 will be paid with Sewer Funds and \$33,501.00 will be paid with Water Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately approve the amendment to allow the consultant to be paid for services already provided; and

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

PAGE 2 - ORDINANCE NO. _____

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

with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

THAT:

Section 1. The City Manager is authorized and directed to enter into an

Amendment to the Agreement with Richland Engineering Limited of Mansfield,

Ohio, for Professional Design Services for the Gartland Avenue Reconstruction

Project, substantially in the same form as attached to this Ordinance, marked

Exhibit "1", and specifically incorporated as if fully rewritten herein, together with

any revisions or additions as are approved by the Law Director as not being

substantially adverse to the City and consistent with carrying out the terms of this

Ordinance, at a revised amount **not to exceed** Ninety Five Thousand Two Hundred

Sixty Five and 00/100 Dollars (\$95,265.00).

Section 2. If any section, phrase, sentence, or portion of this Ordinance is for

any reason held invalid or unconstitutional by any Court of competent jurisdiction,

such portion shall be deemed a separate, distinct, and independent provision, and

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

Section 3. This City Commission finds and determines that all formal

actions of this City Commission concerning and relating to the passage of this

Ordinance were taken in an open meeting of this City Commission and that all

deliberations of this City Commission and of any of its committees that resulted in

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

law.

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

Ordinance is hereby declared to be an emergency measure which shall take

immediate effect in accordance with Section 14 of the City Charter after its

adoption and due authentication by the President and the Clerk of the City

Commission of the City of Sandusky, Ohio.

DENNIS E. MURRAY, JR.

PRESIDENT OF THE CITY COMMISSION

ATTEST:

KELLY L. KRESSER

CLERK OF THE CITY COMMISSION

Passed: March 12, 2018

AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL DESIGN SERVICES

This Amendment to the Agreement for Primade as of, 2018, by and be contact person shall be the Director of Engineeri "City Engineeri"), and Richland Engineering Lin person and address are set forth below.	ing Services designated below or successor (the
WHEREAS, the City is operating under the intention of the City, in the exercise of its poservices for the following project (the "Project"):	
Project Name:	Gartland Avenue Reconstruction Project
City Engineer: Address:	Aaron Klein, P.E. Department of Public Works City of Sandusky 222 Meigs Street Sandusky, Ohio 44870
Architect/Engineer: Contact: Address:	Richland Engineering Limited Patrick R. Schwan, P.E. 29 North Park Street Mansfield, Ohio 44902-1769
NOW, THEREFORE, in consideration Professional Design Services Agreement exec Architect/Engineer agree as follows:	of the mutual promises contained in the cuted on March 21, 2017, the City and the
The Architect/Engineer shall perform additional therein, in accordance with the Profess between the City and Ric to exceed \$95,265.00.	

Signature Page to Follow

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

("Architect/Engineer")
By:
CITY OF SANDUSKY
D
By:Eric Wobser
City Manager
City Manager

CERTIFICATE OF FUNDS

In the matter of: Gartland Avenue Reconstruction Project

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

, 2018					
CITY OF SANDUSKY					
Bv·					
Hank Solowiej Finance Director					
Amount	_				
	CITY OF SANDUSKY By: Hank Solowiej				



RICHLAND ENGINEERING LIMITED

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

P116-115 117029

February 1, 2018

City of Sandusky 222 Meigs Street Sandusky, Ohio 44870

Attn: Aaron Klein, P.E.

Re: Proposal for Engineering Services

ERI-Gartland Avenue

Roadway Improvements - Additional work

for Final Development

Dear Aaron:

In accordance with our recent discussion, we are submitting the following proposal for the additional work to prepare the detailed design and construction contract plans for the Gartland Avenue roadway improvement.

This work for the drainage and waterline work on Jefferson Street was not originally planned and was not included in our original fee proposal.

We appreciate the opportunity to work with you on this important project. We can discuss this further at your convenience.

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

Very truly yours,

RICHLAND ENGINEERING LIMITED

Patrick R. Schwan, P.E.

Enc.

PROPOSAL FOR CONSULTING SERVICES

CITY OF SANDUSKY

ERI-GARTLAND AVENUE ROADWAY IMPROVEMENTS FINAL DEVELOPMENT – ADDITIONAL WORK February 1, 2018

RICHLAND ENGINEERING LIMITED

Table of Contents

Description	Sheet No.
Letter of Transmittal	
Table of Contents	
Proposal Cost Summary	1
Proposed Labor Rates	2
Project Narrative	3

	A	В	C	D	E	F	G	н	1. [J
1	PROPOSAL COST S									
2	I KOI OSAL COSI S	OMMAKI								
3										
4	C/R/S:	ERI-Gartland	Avenue Roadway I	mprovemen	ts					
5						0	verhead Per	centage =		158.00%
6	PID NO.:									
7						N	et Fee Perce	entage =		11.00%
8	CONSULTANT:	Richland Eng	ineering Limited							
9										
10	DATE:	February 1, 2	018							
11										
12					Direct					
13	Task		Hourly	Total	Labor	Overhead	Direct	Subcon.	Net	Total
14	Description		Rate	Hours	Costs	Costs	Costs	Costs	Fee	Cost
15	Phase 2 - Final Design Co	ntract Plans - Additio	onal Work							
16	Roadway Plans									
17	Plan (2 sheets)		\$31.00	12	\$372	\$588	\$0	\$0	\$106	\$1,066
18	` ´									
19	Limited Storm Sewer H	lydraulics	\$38.77	13	\$504	\$796	\$0	\$0	\$143	\$1,443
20	Storm Sewer Layouts as	nd Details	\$36.23	26	\$942	\$1,488	\$0	\$0	\$267	\$2,697
21	Utility Coordination		\$50.00	3	\$150	\$237	\$0	\$0	\$43	\$430
22	Waterwork		\$36.00	7	\$252	\$398	\$0	\$0	\$72	\$722
23	General Summary, Calo	culations	\$33.75	4	\$135	\$213	\$0	\$0	\$38	\$386
24	Construction Cost Estir		\$42.00	2	\$84	\$133	\$0	\$0	\$24	\$241
25	Coordination with City		\$44.50	6	\$267	\$422	\$0	\$0	\$76	\$765
26	Field Survey		\$23.40	10	\$234	\$370	\$0	\$0	\$66	\$670
27	· ·									
28	Roadway Plans	Subtotal	\$35.42	83	\$2,940	\$4,645	\$0	\$0	\$835	\$8,420
29	·		Avg. Rate							
30			_							
31										
	Phase 2 - Final Design Co	ontract Plans - Additio	onal Work							
33		Total	\$35.42	83	\$2,940	\$4,645	\$0	\$0	\$835	\$8,420
34			Avg. Rate		•	•				
35			•							
36										

	Α	В	C	D	E	F	G	Н
1	DETAILED BREAKDOWN OF	PROPOSED T	OTAL HOU	IRS,				
2	PERSONNEL CATEGORIES,	AND LABOR R	ATES					
3	,							
4	C/R/S:	ERI-Gartland Av	venue Roadway	Improveme H	OURLY R	ATES	2016	
5				P	ersonnel C	ategory	Salary Rate	
6	PID NO.:			P	rincipal		\$66.10	
7				E	ngineer		\$42.00	
8	CONSULTANT;	Richland Engine	ering Limited	D	raft/Tech		\$25.50	
9				St	urveyor		\$20.80	
10	DATE:	February 1, 2018	3					
1								
2			HOURS BY	PERSONNE		ORY		
13	Task				Draft/		Total	Labo
4	Description		Principal	Engineer	Tech	Surveyor	Hours	Cost
15	Phase 2 - Final Design Contract Plans	- Additional Worl	k					
16	Roadway Plans							
7	Plan (2 sheets)		0	4	8	0	12	\$372
8								
9	Limited Storm Sewer Hydraulics		1	8	4	0	13	\$504
20	Storm Sewer Layouts and Details		2	12	12	0	26	\$942
21	Utility Coordination		1	2	0	0	3	\$150
22	Waterwork		1	2	4	0	7	\$252
23	General Summary, Calculations		0	2	2	0	4	\$135
24	Construction Cost Estimate		0	2	0	0	2	\$84
25	Coordination with City		2	2	2	0	6	\$267
26	Field Survey		0	1	1	8	10	\$234
27								
28	Roadway Plans	Subtotal	7	35	33	8	83	\$2,940
29								
30								
31								
_	Phase 2 - Final Design Contract Plans	- Additional Worl	k					
33		Total	7	35	33	8	83	\$2,940
34								
35								

PROJECT NARRATIVE

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

Project Description

The project includes development and preparation of construction contract plans for Gartland Avenue roadway improvements from West Monroe Street to Huron Street/Jefferson Street to return the roadway to a serviceable condition in the City of Sandusky. The proposed work furnished engineering and surveying services to prepare construction contract plans for the improvements. During detailed design it was determined that a waterline would be installed on Jefferson Street and a drainage evaluation was needed to identify an outlet for drainage on Jefferson Street at Huron Street. A proposed storm sewer was incorporated into the plans for this work. This work was not included in the original scope of work.

Scope of Work

<u>Phase 2 - Final Design Contract Plans additional work</u> consisted of coordination with the City; field survey, design, contract plans, and specifications for a waterline on Jefferson Street and a drainage outlet for Jefferson Street at Huron Street

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

A final set of plans depicting the proposed work and an opinion of probable construction cost for the additional work was provided to the City for review.

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

Final construction contract plans (hard copy and electronic adobe acrobat files) and a final opinion of probable construction cost incorporating the additional work was submitted to the City to advertise and receive construction bids. No construction services or construction surveying is included in the proposal.

Engineering Fee

Phase 2 - Final Design Contract Plans additional work - A Total Lump Sum Fee of \$8,420.00.

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: February 26, 2018

Subject: Commission Agenda Item – Agreement with Garner Sanitation Service Inc. for Portable

Restrooms

<u>ITEM FOR CONSIDERATION:</u> Legislation to enter into an agreement with Garner Sanitation Service Inc., of Sandusky, Ohio for the rental and service of the portable restrooms in City parks.

BACKGROUND INFORMATION: On February 8th and 15th, 2018 the City issued a request for proposals (RFP) for the service and rental of portable restrooms. The City received one (1) responsive proposal by the February 22, 2018 deadline from Garner Sanitation Service Inc., which was determined to be the lowest and best proposal. Previously, procurement was possible via purchase order because it was under \$10,000. However, due to inflation, increased cost of service and increased quantities, costs now exceed the \$10,000 maximum threshold established by the City many years ago.

The cost for year 2018 is \$15,727.50, year 2019 is \$15,727.50 and year 2020 is \$15,995.00. All restrooms are ADA accessible and are serviced twice a week on Monday and Thursday of each week. This price includes delivery, removal and setup.

In addition to normal placement, the City also requested a unit cost for special events because of all the planned activities for the bicentennial in 2018. Private event promoters will be charged the unit price as part of their events space rental for costs associated with exclusive use of restroom facilities for particular events.

Special event pricing for 2018 and 2019 is \$75.00 for a regular unit, \$125.00 for an ADA unit, and extra service is \$25.00 per occurrence. Special event pricing for 2020 is \$85.00 for a regular unit, \$140.00 for an ADA unit and extra service is \$33.00 per occurrence. Rental of these units could be done under a purchase order at the time of need.

BUDGET IMPACT: The total cost of this contract for years 2018-2020 is \$47,450.00. The cost of the rental and service of the portable restrooms will be paid with General Funds and Recreation Funds based on the usage (number of service times and the restroom size) and location. All costs have been included in Contractual Services portions of the Operations and Maintenance budgets for the respective departments. This agreement may be amended if additional units are needed in the future.

<u>ACTION REQUESTED:</u> It is requested that legislation be approved authorizing the City Manager to enter into an agreement with Garner Sanitation Services Inc., of Sandusky, Ohio for \$47,450.00 for the rental and service of the portable restrooms in City parks for three years, 2018-2020. It is further requested that the legislation be passed under suspension of the rules in full accordance with Section 14 of the City Charter in order to execute the agreement immediately as service is to begin March 15, 2018.

I concur with this recommenda	tion:
Eric Wobser	 Aaron Klein, PE
City Manager	Director
cc: K. Kresser, Commission	Clerk; H. Solowiej, Finance Director; J. Harris, Law Director

ORDINANCE	NO.
	1101

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR AGREEMENT WITH GARNER SANITATION SERVICE INC. OF SANDUSKY, OHIO, FOR THE RENTAL AND SERVICE OF PORTABLE RESTROOMS IN CITY PARKS; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City issued a Request for Proposals (RFP) on February 8, 2018, to provide and service ADA accessible portable restrooms at specific park locations and the only proposal received was from Garner Sanitation Service Inc., of Sandusky, Ohio, and it was determined to be the lowest and best proposal; and

WHEREAS, the cost of services for 2018 is \$15,727.50, for 2019 is \$15,727.50, and for 2020 is \$15,995.00 for a total cost of \$47,450.00 and will be paid with General Funds and Recreation Funds which have been proportionately budgeted for and available in the respective departments; and

WHEREAS, the proposal includes Special Event portable restroom rental pricing and these costs would be paid separately and as needed; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to execute the agreement immediately as service is to begin on March 15, 2018; and

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

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

Section 1. The City Manager is authorized and directed to enter into a three (3) year agreement with Garner Sanitation Service Inc., for the rental and service of portable restrooms in City parks in the amount of \$15,727.50 for CY 2018, in the amount of \$15,727.50 for CY 2019, and in the amount of \$15,995.00 for CY 2019, for a total amount **not to exceed** Forty Seven Thousand Four Hundred Fifty and 00/100 Dollars (\$47,450.00), consistent with the proposal submitted by Garner Sanitation Service Inc., a copy of which is marked Exhibit "A" and attached to 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 PAGE 2 - ORDINANCE NO. _____

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

thereof.

Section 3. This City Commission finds and determines that all formal

actions of this City Commission concerning and relating to the passage of this

Ordinance were taken in an open meeting of this City Commission and that all

deliberations of this City Commission and of any of its committees that resulted in

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

law.

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

Ordinance is hereby declared to be an emergency measure which shall take

immediate effect in accordance with Section 14 of the City Charter after its

adoption and due authentication by the President and the Clerk of the City

Commission of the City of Sandusky, Ohio.

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

ATTEST:

KELLY L. KRESSER CLERK OF THE CITY COMMISSION

Passed: March 12, 2018

City of Sandusky 2018 Portable Restroom Bid

		weekly	weeks	Co	ntract
Parks	Qty	rate		inv	oice
Kiwanis	1 ADA	49.25	33	\$	1,625.25
Wightman/Wieber	1 ADA	49.25	25	\$	1,231.25
JC South	1 ADA	49.25	29	\$	1,428.25
Sprau	1R&1ADA	70.21	17	\$	1,193.57
Huron Park/Splash Pad	1 ADA	49.25	18	\$	886.50
Washington St. Pier	1 ADA	49.25	21	\$	1,034.25
Amvets	1 ADA	49.25	18	\$	886.50
Washington Park	1 ADA	49.25	14	\$	689.50
Mills	1R&1ADA	70.21	33	\$	2,316.93
Cemetary	2 ADA	100	2	\$	200.00
Sandusky Bay Pavilion	1 ADA	49.25	25	\$	1,231.25
Big Island Canoe Launch	1 ADA	49.25	33	\$	1,625.25
Jackson St Pier	1 ADA	49.25	22	\$	1,083.50
Shelby StBoat	1 ADA	49.25	6	\$	295.50
*Free delivery and se	etup for all ye	ars of contr	act		
** Units serviced Mond	lay and Thurs	day			15,727.50
Total bid for 2018	City Parks				15,727.50
2018 Special Event pricing	ADA Handica	ap \$125			
Reg unit \$75	Extra servi	ce special e	vent \$25 per occur	ance	
** City park rate for 20	19			\$	15,727.50
2019 Special Event pricing	ADA Handica	p \$125			an your
Reg unit \$75	Extra servi	ce special e	vent \$25 per occur	ance	
** City Park rate for 20	20			\$	15,995.00
2020 Special Event pricing		p \$140			

Extra service special event \$33 per occurance

Hills I Myre

Reg unit \$85



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 01214934

GARNER SANITATION SERVICE INC PO BOX 1234 SANDUSKY, OH 44871-1234

www.bwc.ohio.gov Issued by: WC Period Specified Below 07/01/2017 to 07/01/2018

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.

To: 4196256240@fax. tc

From: Insurance Partners

Page: 1 of 1

<i>NCORb CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/22/2017

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(les) 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). CONTACT Lynne McMurray PRODUCER PHONE (A/C, No, Ext): E-MAIL (866)620-2007 (800)229-5266 FAX Insurance Partners Agency Imcmurray@inspartners.com 26865 Center Ridge Road ADDRESS: INSURER(S) AFFORDING COVERAGE OH 44145 Westfield Insurance Company 24112 Westlake INSURER A : INSURED INSURER B: Garner Sanitation Services Inc INSURER C: Po Box 1234 INSURER D : INSURER E : OH 44871 Sandusky INSURER F CL1792233324 CERTIFICATE NUMBER: **REVISION NUMBER:** COVERAGES 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. ADDLIBUBR POLICY EFF POLICY EXP (MM/DD/YYYY) (MM/DD/YYYY) TYPE OF INSURANCE **POLICY NUMBER** INSD WVD 1,000,000 COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) 100,000 CLAIMS-MADE X OCCUR 5,000 MED EXP (Any one parson) 1,000,000 Υ CWP3440472 10/01/2017 10/01/2018 PERSONAL & ADV INJURY 2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE 2,000,000 PRO-JECT PRODUCTS - COMPIOP AGG \$ POLICY OTHER: \$ 1,000,000 COMBINED SINGLE LIMIT (Es accident) AUTOMOBILE LIABILITY MY AUTO 80DILY INJURY (Per person) OWNED AUTOS ONLY AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY CWP3440472 10/01/2017 10/01/2018 BODILY INJURY (Per accident) \$ Α PROPERTY DAMAGE (Per accident) \$ s 1,000,000 Uninsured motorist UMBRELLATIAN EACH OCCURRENCE OCCUR **EXCESS LIAB** AGGREGATE 8 CLAIMS-MADE RETENTION \$ DED KERS COMPENSATION PER STATUTÉ AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE E.L. EACH ACCIDENT N/A ICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. DISEASE - EA EMPLOYEE If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Certificate Holder is added as additional insured CANCELLATION **CERTIFICATE HOLDER** 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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Lynn McMaury

Waiver and Release Form

In consideration of the review by the City of Sandusky, Ohio, of a contract proposal and bid submitted by the undersigned, and as a condition precedent thereto, the undersigned does hereby authorize and direct the release to administrative officers of the City of any and all information related to the current obligations of the undersigned to the City, including, but not by way of limitation, obligations under the City's income tax, hereby waiving any privilege, statutory or otherwise, as to the same, and releasing the City of Sandusky, Ohio, its officers, agents, and employees from any liability in relation thereto.

Garner Sanitation Services Inc. BY: Pullp D. Myen Pres.

SIGNED IN THE PRESENCE OF:

Organization History

Has Respondent, or any office Yes		failed to complete a contract? Is on separate sheet.
Is any litigation pending aga organization? Yes	ninst Respondent or any off No If yes, give d	icer or partner of Respondent's letails on separate sheet.
	Experience History	·
List three similar contracts w under. Indicate current or re so state. Attach extra page(s	cent, along with a contact pe	zation has provided service erson and phone number. If no,
Municipality	Current or Recent	Contact Person/Phone No.
City Sandusky	2000 To Present	Kelly Kromer Victoria Schaefer
Village Marblehead	2005 To Present	Rhonda Fiscal Officer 419-798-4074
		Bill Lagrou
Ballville Township	1999 To Present	Trustee 419-680-404
ş		Jill Bapista
anottat Herner	1999 To Present	Jill Bapista Office Mgr 419-465-4611

Proposal Form

No alternatives, deletions or additions shall be made of this form as it may render the bid invalid. Alternative proposals can be submitted, where so designated within the bid proposal for review by the City, but of the understanding that the City of Sandusky has sole authority to consider or reject any alternative proposals.

Name of Organization: Garner Sanitation Sc	ervices Inc	e Tarangan	
Business Address: 2525 W. Monroe ST			44870
Telephone Number Other Phone 419-625-8764 Other Phone Fax 419-625-6240 Email garner & LRBC G. Com			Ф
Name and Title of Contact Individual for Further Information Phillip G. Myers Pres	÷		
Legal Status of Organization: (Check one)			
For-profit corporation or joint venture corporation For-profit partnership or sole proprietorship Non-profit corporation Public agency Other (identify Non-profit corporation Private agency Other (identify)			

Attach your proposal with any additional information that you feel necessary to help in the City's evaluation of your qualifications and proposed operation of the facilities.

DEPARTMENT OF PUBLIC WORKS



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

To: Eric Wobser, City Manager

From: Stuart Hamilton, IT Manager

Aaron Klein, P.E., Director of Public Works

Date: February 28, 2018

Subject: Commission Agenda Item –Wonderware Software Upgrade at the Wastewater

Treatment Plant (WWTP)

<u>ITEM FOR CONSIDERATION:</u> Requesting legislation authorizing the City Manager to enter into a Professional Services Agreement for the upgrade of our Wonderware Supervisory Control and Data Acquisition (SCADA) software at the WWTP and Sewer Maintenance building from Rovisys of Aurora, OH.

BACKGROUND INFORMATION: The Wastewater Treatment Plant is currently running Wonderware 2006 (released in 2004) to control its SCADA system, which is the monitoring and control system that allows operators to effectively run the facility. This digital package shows real-time information, including flows, chemicals, alarms, and many other parameters. While the current version is functional, it reached the end of its useful life in 2010. This means that mainstream support will not be received in the event of any failures, routine software updates will not be supported, and hotfixes, bug fixes or security fixes will not be incorporated. Staff is extremely concerned about the integrity of the system since the application is so critical to daily operations. This issue and potential options have been rigorously investigated the Information Technology (IT) Department, which has provided much needed knowledge on these types of technologies throughout all of the departments within Public Works.

Since this is a professional service, staff reviewed qualification packets for this project and Rovisys was selected as the most qualified company. The requested scope of work will include upgrades for the existing licensing, additional licensing for Historian (logging) and licensing to enable Sewer Maintenance to run the same software solution as the plant. Staff will also bring all current licensing back under an annual support and maintenance contract, which has not been done for quite some time, to ensure this situation is avoided in the future. This will bring efficiencies and allow ease of support.

IT will carry out all the prep work for this project, then hand it over to the Rovisys to complete. Rovisys will upgrade the existing software, configurations, HMI and all relevant tags. They will also convert the current Sewer Maintenance control systems over to the Wonderware platform for uniformity and internal coordination which will certainly improve the City's response time to issues. IT will then run in parallel to ensure correct functionality and testing before switching over with zero downtime.

This project will also be a precursor to future plans to standardize on one solution, enabling simpler support and support vendor choices when Big Island Water Works (BIWW) is brought over to the same system after all bugs are worked out. BIWW is currently operating on a completely different system meaning that staff must learn two complicated software packages if an issue arises.

BUDGETARY INFORMATION: The cost for this purchase will not exceed \$65,856 and will be paid by the Sewer Fund. If approved, this expenditure will be included in the 2018 Capital Improvements Plan.

<u>ACTION REQUESTED:</u> It is recommended that the proper legislation be prepared authorizing the City Manager to enter into a Professional Services Agreement for the upgrade of our Wonderware SCADA software at the WWTP and Sewer Maintenance building from Rovisys of Aurora, OH. It is requested that this legislation take effect in full accordance with Section 14 of the City Charter in order to immediately execute the agreement and complete this project during the summer dry season.

I concur	with this recommendation:
Eric Wo	
City Mai	nager K. Kresser. Commission Clerk: H. Solowiei. Finance Director: J. Harris. Law Directo

ORDINA	NCE NO.	,		

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL SERVICES WITH ROVISYS, OF AURORA, OHIO, FOR THE WONDERWARE SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) SOFTWARE AT THE WASTEWATER TREATMENT PLANT (WWTP); AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Wastewater Treatment Plant currently runs Wonderware 2006 (released in 2004) to control its SCADA system, which is the monitoring and control system that allows operators to effectively run the facility and shows real-time information, including flows, chemicals, alarms, and many other parameters; and

WHEREAS, while the current version is functional, it reached the end of its useful life in 2010 which means mainstream support will not be received in the event of any failures, routine software updates will not be supported, and hotfixes, bug fixes or security fixes will not be incorporated and Staff is concerned about the integrity of the system as the application is so critical to daily operations; and

WHEREAS, Rovisys of Aurora, Ohio, was selected as the top-ranked firm from the Statements of Qualifications (SOQ) currently on file with the Department of Public Works by a selection committee and based on the firm's experience, professional expertise and technical ability to perform and complete the required tasks was determined to be the most qualified firm; and

WHEREAS, Rovisys, will be providing professional services, involving the upgrade of the existing Wonderware system, including upgrades for the existing licensing, additional licensing for Historian (logging) and licensing to enable the Sewer Maintenance Division to run the same software solution as the plant; and

WHEREAS, the cost of the professional services is \$65,856.00 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 immediately execute the agreement and allow the project to be completed during the Summer dry season; and

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

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

Section 1. The City Manager is authorized and directed to enter into an

PAGE 2 - ORDINANCE NO. _____

agreement with Rovisys of Aurora, Ohio, for Professional Services for the

Wonderware Supervisory Control and Data Acquisition (SCADA) Software at the

Wastewater Treatment Plant (WWTP) in the same form as attached to this

Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten

herein, together with any revisions or additions as are approved by the Law Director

as not being substantially adverse to the City and consistent with carrying out the

terms of this Ordinance, at an amount not to exceed Sixty Five Thousand Eight

Hundred Fifty Six and 00/100 Dollars (\$65,856.00).

Section 2. If any section, phrase, sentence, or portion of this Ordinance is for

any reason held invalid or unconstitutional by any Court of competent jurisdiction,

such portion shall be deemed a separate, distinct, and independent provision, and

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

Section 3. This City Commission finds and determines that all formal

actions of this City Commission concerning and relating to the passage of this

Ordinance were taken in an open meeting of this City Commission and that all

deliberations of this City Commission and of any of its committees that resulted in

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

law.

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

Ordinance is hereby declared to be an emergency measure which shall take

immediate effect in accordance with Section 14 of the City Charter after its

adoption and due authentication by the President and the Clerk of the City

Commission of the City of Sandusky, Ohio.

DENNIS E. MURRAY, JR.

PRESIDENT OF THE CITY COMMISSION

ATTEST:

KELLY L. KRESSER

CLERK OF THE CITY COMMISSION

Passed: March 12, 2018

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Professional Services (this "Agreement"), made as of _______, 2018, by and between the City of Sandusky (the "City"), whose contact person shall be the Director of Public Works designated below or successor (the "City Engineer"), and RoviSys (the "Service Provider"), whose contact person and address are set forth below.

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

Project Name: Wonderware Software Upgrade
Wastewater Treatment Plant

Director of Public Works: Aaron Klein, P.E.

Address: Department of Public Works

City of Sandusky 222 Meigs Street Sandusky, Ohio 44870

Service Provider:

Contact:

Address:

RoviSys

Brad Zimmers

1455 Danner Drive

Aurora, OH 44202

WHEREAS, the compensation of the Service Provider set forth herein is determined to be fair and reasonable to the City and the Service Provider; and

WHEREAS, the Service Provider desires, and is licensed and capable, to provide professional services for the Project;

WHEREAS, the Service Provider has previously provided certain professional services for the Project;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the City and the Service Provider agree as follows:

ARTICLE 1. RESPONSIBILITIES OF SERVICE PROVIDER

1.1. <u>Service Provider's Services</u>

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

- 1.1.2. <u>Timeliness; Standard of Care</u>. The Project Schedule shall be established by mutual agreement between the City and the Service Provider within thirty (30) days after the execution hereof. The Service Provider shall perform the Service Provider's services in accordance with professional standards of skill, care, and diligence in a timely manner in accordance with the Project Schedule so as to cause no delay, interference, disruption, or hindrance in the Work, and so that the Project shall be completed as expeditiously and economically as possible within the Construction Budget and in the best interests of the City.
- 1.1.3. <u>Non-Discrimination</u>. The Service Provider represents that the Service Provider is in compliance with all applicable equal employment opportunity requirements under law, if required by Section 153.59 of the Ohio Revised Code or any other applicable state or federal law.
- 1.1.4. Consultants. The Service Provider may provide services through one or more consultants employed by the Service Provider (the "Consultants"); provided, however, the Service Provider shall remain responsible to the City for all duties and obligations of the Service Provider under this Agreement. Unless waived or otherwise modified in writing by the City upon written request of the Service Provider, no Consultant shall be retained upon terms inconsistent with this Agreement. The Service Provider shall provide the City Engineer with the names and qualifications of any other proposed Consultant, together with a description of the services to be provided by such Consultant for approval. Once approved by the City Engineer, the identity of any Consultant and the extent of such Consultant's participation in performing the Service Provider's services shall not be altered without the written consent of the City Engineer. Upon the request of the City, the Service Provider shall terminate the employment of any Consultant. The City may communicate with any Consultant either through the Service Provider or directly to the Consultant with notice to the Service Provider.
- 1.1.5. <u>Ethics Laws</u>. The Service Provider represents that it is familiar with all applicable ethics law requirements, including without limitation Sections 102.04 and 3517.13 of the Ohio Revised Code, and certifies that it is in compliance with such requirements.
- 1.1.6. <u>Limitation of Authority</u>. The Service Provider shall not have any authority to bind the City for the payment of any costs or expenses without the express written approval of the City. The Service Provider shall have authority to act on behalf of the City only to the extent provided herein. The Service Provider's authority to act on behalf of the City shall be modified only by an amendment in accordance with Subparagraph 9.5.2.

ARTICLE 2. SCOPE OF SERVICE PROVIDER'S BASIC SERVICES

2.1. General

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

ARTICLE 3. ADDITIONAL SERVICES

3.1. General

3.1.1. Any services related to the Project not included in Basic Services are Additional Services. Additional Services shall be provided only if requested by the City in writing. Additional Services shall be paid for as provided in this Agreement in addition to the compensation for Basic Services; provided, however, the Service Provider shall not be compensated for any of the following services made necessary by the act or omission of the Service Provider or any Consultant. Unless waived by

the City in writing, authorization to provide Additional Services must be obtained prior to providing the Additional Services.

ARTICLE 4. RESPONSIBILITIES OF THE CITY

- **4.1. Required Actions**. The City shall review, approve, or take such actions as are required of the City by this Agreement and applicable law in a reasonable and timely manner.
- **4.2.** <u>Instructions to Contractors.</u> All instructions of the City to Contractors shall be through, or in consultation with, the Service Provider.
- **4.3.** City's Requirements. The City shall provide full information regarding its requirements for the Project, any agreements related to the Project, and any design and construction standards and work rules which set forth the City's use, design, time and financial objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability, time constraints imposed by fiscal and budgetary considerations, special equipment, systems and site requirements. The Service Provider shall be entitled to rely upon the accuracy and completeness of information provided by the City under this paragraph which the City represents in writing is complete and accurate; provided, however, the City makes no representation for, and the Service Provider may not rely upon, information from third parties.
- **4.4.** Authorized Representative. The City has designated the City Engineer or successor to be the City's Authorized Representative, i.e., a person authorized to act on the City's behalf with respect to the Project to the extent provided in the Contract Documents. If the City Engineer is absent or unavailable, the City's Project Engineer shall serve as the City's Authorized Representative.
- **4.5.** <u>Notice to Service Provider.</u> If the City observes or otherwise becomes aware of any Defective Work or other fault or defect in the Project, prompt notice thereof shall be given to the Service Provider.
- **4.6.** <u>Legal Representation.</u> The City shall not be responsible to provide, or pay for, any legal representation of the Service Provider.

ARTICLE 5. COMPENSATION

5.1. <u>Direct Personnel Expense</u>

- 5.1.1. <u>Definition</u>. Direct Personnel Expense shall mean the portion of direct salaries and wages of all personnel of the Service Provider or any Consultants, as applicable, including professional, technical, management, administrative and clerical employees, and principals engaged on the Project related to their time devoted to the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto such as employment taxes and other statutory employee benefits, social security contributions, insurance, sick leave, holidays, vacations, pension and profit sharing pursuant to plans qualified under federal law and similar benefits related to their time devoted to the Project. Direct Personnel Expense shall not include any bonus or similar plan or arrangement related to the Service Provider's performance on, or profit from, the Project.
- 5.1.2. <u>Records</u>. Direct Personnel Expense for the Service Provider's employees for such hours of their time as are devoted to performing services to the Project shall be evidenced by time records certified by the Service Provider.

5.1.3. <u>Limit</u>. The Service Provider shall use all reasonable means to minimize Direct Personnel Expense.

5.2. Reimbursable Expenses

- 5.2.1. <u>Definition</u>. Reimbursable Expenses means actual expenditures incurred by the Service Provider or its Consultants in the interest of the Project approved by the City for travel (if approved in advance) in accordance with City policies, transportation between the office of the Service Provider and the Project, long-distance telephone, facsimile communications, reproduction, mailing, computer time, supplies and materials and Consultants. No other expenditures shall be Reimbursable Expenses unless so provided in an amendment in accordance with Subparagraph 9.5.2.
- 5.2.2. <u>Limits</u>. The Service Provider shall use all reasonable means to minimize Reimbursable Expenses.

5.3. Basis of Compensation

- 5.3.1. <u>Basic Fee</u>. For Basic Services provided by the Service Provider and all Consultants, the City shall pay the Service Provider a Basic Fee in accordance with Paragraph 5.4 hereof in the amount of sixty-five thousand eight-hundred fifty-six dollars and zero cents (\$65,856.00). A change in the Basic Fee may be made only by an amendment in accordance with Subparagraph 9.5.2.
- 5.3.2. <u>Additional Fees</u>. For Additional Services provided by the Service Provider and any Consultants in accordance with Article III, the City shall pay the Service Provider Additional Fees in an amount negotiated to the mutual reasonable satisfaction of the City and the Service Provider, but in all events, such Additional Fees shall not exceed two and half (2.5) times the Direct Personnel Expense and any applicable Consultant in providing those Additional Services. Additional Fees may be approved only by an amendment in accordance with Subparagraph 9.5.2.
- 5.3.3. Extent of Basic Fee. The Service Provider's Basic Fee includes all compensation for Basic Services, including without limitation, for salaries or other compensation of the Service Provider's employees at the principal office, branch offices and the field office, general operating expenses of the Service Provider's principal office, branch offices and the field office, any part of the Service Provider's capital expenses, including interest on the Service Provider's capital employed for the Project, overhead or expenses of any kind, except Reimbursable Expenses, any costs incurred due to the negligence of the Service Provider, the Service Provider's general advertising, federal, state or local income, sales or other taxes, state franchise taxes and qualification fees, and membership in trade, business or professional organizations.
- 5.3.4. <u>Total Compensation</u>. The total compensation of the Service Provider and all Consultants shall consist of the Basic Fee, any Additional Fees, and Reimbursable Expenses.

5.4. Method and Terms of Payment

- 5.4.1. <u>Basic Fee</u>. Payment of the Basic Fee shall be made monthly upon invoice of actual services performed. The Basic Fee shall be subject to all setoffs in favor of the City for claims against the Service Provider.
- 5.4.2. <u>Additional Fees, Reimbursable Expenses</u>. Payments of Additional Fees for Additional Services in accordance with Article III and Subparagraph 5.3.2 and for Reimbursable Expenses as set forth in Paragraph 5.2 shall be made monthly based upon services performed or expenses incurred, as

applicable, and as shown by a properly completed and supported invoice of the Service Provider. Invoices shall be sufficiently detailed and supported to permit review by the City for approval or disapproval of any amounts set forth in the invoice.

- 5.4.3. <u>Payments by Service Provider</u>. Within ten (10) business days of receipt of payment made pursuant to this Agreement, the Service Provider shall pay all portions thereof due to Consultants and to persons who provided items the expenses of which are Reimbursable Expenses.
- 5.4.4. Compensation for Extension of Project Time. If the Service Provider notifies the City not less than thirty (30) days prior to the time for completion of the Project set by the Project Schedule established pursuant to Subparagraph 1.1.2, that such time for completion is reasonably expected to be exceeded by more than ten percent (10%) through no fault of the Service Provider, the compensation, if any, for Basic Services to be rendered during such extended period shall be negotiated to the mutual reasonable satisfaction of the City and the Service Provider. If, as a result of such negotiation, the City agrees that the Service Provider shall be paid additional compensation, an amendment to that effect shall be executed in accordance with Subparagraph 9.5.2 before the Service Provider renders any services made necessary by such extension of the time of completion, unless otherwise agreed in writing by the City.

ARTICLE 6. INSURANCE AND INDEMNIFICATION

6.1. Insurance

- 6.1.1. <u>Casualty Insurance</u>. Except when a modification is requested in writing by the Service Provider and approved in writing by the City, the Service Provider shall carry and maintain at the Service Provider's cost, with companies authorized to do business in Ohio, all necessary liability insurance (which shall include as a minimum the requirements set forth below) during the term of this Agreement:
 - a. Workers' Compensation and employer's liability insurance to the full extent as required by applicable law;
 - b. Commercial general liability coverage for bodily injury and property damage, including limited contractual liability coverage, in not less than the following amounts:
 - i. General Aggregate Limit: \$2,000,000
 - ii. Each Occurrence Limit: \$1,000,000 each occurrence;
 - c. Commercial automobile liability coverage, including non-owned and hired, in an amount not less than \$1,000,000.
- 6.1.2. <u>Professional Liability Insurance</u>. Subject to the City's waiver or modification of Professional Liability Insurance upon written request of the Service Provider, the Service Provider shall maintain insurance to protect against claims arising from the performance of the Service Provider's services caused by any negligent acts, errors, or omissions for which the Service Provider is legally liable ("Professional Liability Insurance"). Except when a waiver is approved by the City upon written request of the Service Provider, such Professional Liability Insurance shall be in an amount not less than \$1,000,000 per claim and in the annual aggregate. The Service Provider shall endeavor to keep such insurance in effect for so long as the Service Provider may be held liable for its performance of

services for the Project. If the Professional Liability Insurance is written on a claims-made basis, such insurance shall have a retroactive date no later than the date on which the Service Provider commenced to perform services relating to the Project. The insurance company issuing the Professional Liability Insurance policy must be authorized to do business in Ohio and have a rating of at least A status as noted in the most recent edition of the Best's Insurance Reports.

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

6.2. Indemnification

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

ARTICLE 7. DISPUTE RESOLUTION PROVISIONS

- **7.1.** <u>Mediation</u>. Instead of, or in addition to, the procedures set forth below, the City and the Service Provider may, by written agreement, submit any claims, requests, disputes, or matters in question between or among them to mediation upon such terms as shall be mutually reasonably agreeable.
- **7.2.** Notice and Filing of Requests. Any request by the Service Provider for additional fees or expenses shall be made in writing to the Authorized Representative and filed prior to the final

payment of the Basic Fee. Failure of the Service Provider to timely make such a request shall constitute a waiver by the Service Provider of any request for such fees and expenses.

- **7.3.** Request Information. In every written request filed pursuant to Paragraph 7.2, the Service Provider shall provide the nature and amount of the request; identification of persons, entities and events responsible for the request; activities on the Project Schedule affected by the request or new activities created by any delay and the relationship with existing activities; anticipated duration of any delay; and recommended action to avoid or minimize any future delay.
- **7.4.** Meeting with Authorized Representative. If the Service Provider files a written request with the Authorized Representative pursuant to Paragraph 7.2, the Authorized Representative shall, within thirty (30) days of receipt of the request, schedule a meeting in an effort to resolve the request and render a decision on the request promptly thereafter or render a decision on the request without a meeting, unless a mutual agreement is made to extend such time limit. The meeting scheduled by the Authorized Representative shall be attended by Persons expressly and fully authorized to resolve the request on behalf of the Service Provider. The Authorized Representative shall render a decision on the request within thirty (30) days of the meeting unless a mutual agreement is made to extend the time for decision.
- **7.5.** Appeal to Commission. If the efforts of the Authorized Representative do not lead to resolution of the request within sixty (60) days of receipt of the request provided pursuant to Paragraph 7.2 the Service Provider may appeal to the City's Commission by written notice to the Authorized Representative who shall provide the Service Provider an opportunity to present the claim at the Commission's next meeting, the Service Provider shall be provided the opportunity to present the claim at the next succeeding meeting of the Commission. The Commission shall render a decision on the request within thirty (30) days of the meeting unless a mutual agreement is made to extend the time for decision. The decision of the Commission shall be final and conclusive, subject to litigation in a court of competent jurisdiction.
- **7.6.** <u>Delegation</u>. No provision of this Paragraph shall prevent the Authorized Representative or the Commission from delegating the duties or authorities of the Authorized Representative or the City to any other Person selected at the discretion of the Authorized Representative.
- **7.7.** Performance. The Service Provider shall proceed with the Service Provider's performance of this Agreement during any dispute resolution process, unless otherwise agreed by the Service Provider and the City in writing. The City shall continue to make payment, in accordance with this Agreement, of any amounts not in dispute pending final resolution of any dispute in accordance with this Paragraph.

ARTICLE 8. TERMINATION AND REMEDIES

8.1. Termination of Agreement

8.1.1. <u>Means of Termination</u>. This Agreement may be terminated by either party upon seven (7) days written notice should the other party fail to perform in accordance with the terms of this Agreement; provided, however, the Service Provider shall not terminate this Agreement for non-payment if the City initiates the payment process by preparing, executing, and submitting a voucher for all reasonably undisputed amounts due to the Service Provider within ten (10) days of receipt of

the Service Provider's written notice to terminate. This Agreement may be terminated by the City in whole or in part, without cause upon fifteen (15) days written notice to the Service Provider. This Agreement may be terminated in whole or in part, at any time upon the mutual consent of the City and the Service Provider.

- 8.1.2. Service Provider's Remedies Upon Termination by City Without Cause or Upon Termination by Service Provider. In the event of a termination which is not due to the failure of the Service Provider to perform in accordance with the terms of this Agreement, the Service Provider shall be compensated for all Basic Services of a completed Part performed prior to the termination date in accordance with the percentages set forth in Subparagraph 5.4.1, together with Reimbursable Expenses incurred prior to the termination date. In such event, for services rendered prior to the termination date in an uncompleted Part and for Additional Services, the Service Provider shall receive compensation based on the percentages of completion of that Part or those Additional Services, as applicable, and as reasonably determined by the City, together with Reimbursable Expenses incurred prior to the termination date.
- 8.1.3. <u>Service Provider's Remedies Upon Termination by City for Cause</u>. In the event of a termination which is due to the failure of the Service Provider to perform in accordance with the terms of this Agreement, the Service Provider shall be compensated only for Basic Services performed and paid for prior to the termination date in accordance with the actual time at billing rates as set forth in 5.3.1., together with Additional Services completely performed prior to the termination date. In such event, the Service Provider shall be reimbursed only for Reimbursable Expenses incurred prior to the date of the notice of termination, unless the City consents in writing to the payment of Reimbursable Expenses incurred after that date.
- 8.1.4. <u>Service Provider's Remedies Upon Termination by Mutual Consent.</u> In the event of a termination upon the mutual consent of the City and the Service Provider, any compensation for Basic Services or for Additional Services or payment of Reimbursable Expenses shall be negotiated and set forth in an amendment to this Agreement in accordance with Subparagraph 9.5.2 prior to such termination.
- 8.1.5. <u>Post-Termination Matters</u>. If the City and the Service Provider agree that any services are to be performed for the Project by the Service Provider after any termination date, the amount of any compensation and the method and terms of payment of such compensation or any Reimbursable Expenses related to such services shall be negotiated and set forth in an amendment to this Agreement in accordance with Subparagraph 9.5.2 prior to the commencement of such services. Such amendment and any relevant provisions of this Agreement shall survive termination of this Agreement.

8.2. Remedies

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

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

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1. Ownership and Use of Documents

- 9.1.1. Property of City. Drawings and other documents prepared by, or with the cooperation of, the Service Provider or any Consultant pursuant to this Agreement, including all copyrights, are the property of the City whether or not the Project for which they are prepared is commenced or completed. The Service Provider or Consultant, as applicable, may retain copies, including reproducible copies of such drawings and other documents for information and reference. Such drawings or other documents may be used by the City or others employed by the City for reference in any completion, construction, correction, remodeling, renovation, reconstruction, alteration, modification of or addition to the Project, without compensation to the Service Provider or Consultant. Such drawings or other documents shall not be used by the City, or be given or sold by the City to be used by others, on other projects except by agreement in writing and with agreed upon appropriate compensation to the Service Provider or Consultant, as applicable. If an event occurs for which the Service Provider or Consultant may be liable, the City shall notify the Service Provider or Consultant of such event as soon as practical after such event and shall provide access to the Project to the Service Provider or Consultant and their representatives. This Subparagraph shall survive termination of this Agreement.
- 9.1.2. <u>Service Provider's Intellectual Property</u>. All inventions, patents, design patents, and computer programs acquired or developed by the Service Provider in connection with or relation to the Project shall remain the property of the Service Provider and shall be protected by the City from use by others except by agreement in writing with appropriate and agreed upon compensation to the Service Provider.
- **9.2.** Public Relations. Prior to completion of the Project, any public relations or publicity about the Project shall be solely within the control and with the consent of the City. The Service Provider shall not use the City's name or seal, nor any adaptation thereof, for any advertising or trade purposes, including without limitation press releases, without the express written consent of the City.
- **9.3.** Records. The records of all of the Service Provider's Direct Personnel Costs, Reimbursable Expenses and payments to Consultants pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to the City at all times and shall be maintained for seven (7) years after final acceptance of the Project by the City. All other records kept by the Service Provider related to the Project shall be available to the City at all times and shall be maintained for six (6) years after final acceptance of the Project by the City. Records related to any claim or dispute shall be retained for any longer period necessary to finally resolve the claim or dispute.
- **9.4.** Successors and Assigns. The City and the Service Provider, each bind themselves, their successors, assigns and legal representatives, to the other party to this Agreement and to the successors, assigns and legal representatives of the other party with respect to all terms of this

Agreement. The Service Provider shall not assign, or transfer any right, title or interest in this Agreement without the prior written consent of the City.

9.5. Extent of Agreement

- 9.5.1. <u>Entire Agreement</u>. This Agreement represents the entire and integrated agreement between the City and the Service Provider and supersede all prior negotiations, representations or agreements, either written or oral.
- 9.5.2. <u>Amendments</u>. This Agreement may be amended only by an amendment prepared by the City and signed by both the Service Provider and the City.
- 9.5.3. <u>Multiple Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.
- 9.5.4. <u>Captions</u>. The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections hereof.
- 9.5.5. <u>Conditions to Validity</u>. None of the rights, duties, and obligations contained in this Agreement shall be binding on any party until all legal requirements have been complied with.

9.6. Governing Law

- 9.6.1. <u>Law of Ohio</u>. This Agreement shall be governed by the law of the State of Ohio to the exclusion of the law of any other jurisdiction and the Erie County, Ohio Court of Common Pleas shall have jurisdiction over any action hereunder or related to the Project to the exclusion of any other forum.
- 9.6.2. <u>Capitalized Terms.</u> Capitalized terms in this Agreement shall have the same meaning as those in the Standard Conditions, unless otherwise defined herein or unless another meaning is indicated by the context.

9.7. Notices

- 9.7.1. <u>Addresses</u>. All notices, certificates, requests, or other communications hereunder shall be in writing and shall be deemed to be given if delivered in person to the individual or to a member of the company or organization for whom the notice is intended, or if delivered at or mailed by registered or certified mail, postage prepaid, to the appropriate address listed on the first page hereof.
- 9.7.2. <u>Facsimiles</u>. For convenience of communication only, notices, certificates, requests, or other communications hereunder of fewer then ten (10) pages, except requests for payment, may be sent by facsimile transmission to the City at (419) 627-5933 and to the Service Provider at (330) 562-8688. Notices, certificates, requests, or other communications sent by facsimile transmission shall not be deemed to be given unless a counterpart is received or mailed in accordance with Subparagraph 9.7.1. Requests for payment may be sent to the City by facsimile transmission only upon specific direction from the City.
- 9.7.3. <u>Emergencies</u>. In the event of an emergency involving the Project, including, without limitation, a fatality, serious injury, fire, collapse, flood, utility or power loss to occupied facilities,

explosion, or environmental damage, the Service Provider shall immediately notify the City by telephone.

- 9.7.4. <u>Change of Address</u>. The City or the Service Provider may, by notice given hereunder, designate any further or different addresses telephone numbers or facsimile numbers to which subsequent notices, certificates, requests, or communications shall be sent.
- **9.8.** Severability. If any provision of this Agreement, or any covenant, obligation or agreement contained herein is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if such invalid or unenforceable provision were not contained herein. Such invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement, shall be deemed to be effective, operative, made, entered into, or taken in the manner and to the full extent permitted by law.
- **9.9.** <u>Independent Contractor.</u> The Service Provider and any Consultant is an independent contractor with respect to any services performed hereunder. Neither the Service Provider, nor any Consultant, shall be deemed to be servants, employees, or agents of the City.

IN WITNESS V	WHEREOF,	the parties	hereto	have	executed	this	Agreement	as	of 1	the	date
and year first above wri	tten.										

RoviSys
By:
By:
CITY OF SANDUSKY, OHIO
Ву:
Eric L. Wobser
City Manager

CERTIFICATE OF FUNDS

In the matter of: Wonderware Software Upgrade at the Wastewater Treatment Plant

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

Dated:	, 2018
	CITY OF SANDUSKY, OHIO
	By: Hank Solowiej, CPA Finance Director
Account Number	Amount



Wonderware Upgrade

For Jeff Meinert Wastewater Treatment Superintendent Sandusky WWTP 304 Harrison St, Sandusky, OH 44870

arrison St, Sandusky, OH 44870 jmeinert@ci.sandusky.oh.us

Prepared by

Manners, Chris Sr. Application Engineer 330-603-0343 chris.manners@rovisys.com

Proposal Number P17COSY03B February 1, 2018

Proposal Revision History

Rev	Date	Author	Description
A	10/24/2017	Manners, Chris	Initial Revision
В	1/29/18	Manners, Chris	Added option for creating telemetry graphics

NOTICE

This document contains RoviSys proprietary information and has been provided for the sole purpose of evaluation. Acceptance of the document constitutes agreement that the recipient shall not disclose RoviSys proprietary information to any third party in whole or in part or transmit any documents or copies thereof in whole or in part to any third party without the expressed written consent of The RoviSys Company.

All copyrights and trademarks remain the property of their respective owners.



1 RoviSys

1.1 Mission

The RoviSys mission is to: Provide you, our clients, with process controls and information integration using the best available technologies and platforms, regardless of who makes them, giving our clients choices. We provide uncompromising focus on customer satisfaction by providing the best engineered process control solutions to meet your needs.



1.2 Background

RoviSys was formed in April 1989 to provide timely,

cost effective, reliable, and modern solutions to a wide range of systems applications using the best technology. This basic philosophy and our focus on customer satisfaction drives and enables our continuous growth. This growth has taken RoviSys to over 500 engineers at five locations: Aurora Ohio, Holly Springs North Carolina, Southborough Massachusetts, Houston Texas and Singapore.

RoviSys is a process automation integrator, MES integrator, and software development company grounded in the old and new worlds of proprietary control systems and technologies. Our engineers and developers know proprietary systems. Before joining RoviSys, many of them developed and engineered many successful large-scale control systems.

As an organization, we recognize that companies investing in the most proprietary of systems want something more: Freedom to choose the best available technologies and solutions with alternatives for support and upgrades. In short, they want open systems. RoviSys was founded to fulfill those needs. RoviSys is an independent integrator because we believe systems owners want the freedom to be enabled, not restrained.

RoviSys has developed an in-depth knowledge of control and information systems in a variety of vertical markets including Life Sciences, Glass, Chemicals, Consumer Packaged Goods, Paper & Wood Products, Water Resources, Power & Energy, Oil & Gas and Metals.

Across all RoviSys groups, we have sought and developed mutually beneficial relationships with our clients where RoviSys provides their control system integration, MES integration, and software development needs.



1.3 Staffing

The most valuable asset at RoviSys is our staff. Each of our employees has developed application experience in many of the industries we serve. Considerable effort is committed to hiring, developing, and retaining personnel with the following results:



- 90% of our staff are degreed.
- Fourteen Registered Professional Engineers in Electrical and Controls Engineering.
- Only 5% of our staff is dedicated to overhead, keeping our rates and costs low.
- A structure for maximim flexibility that can quickly adapt to and accommodate economic changes and large projects.
- Low turnover which benefits our customers by maintaining project team continuity.
- Many of our technical staff are cross-trained on multiple platforms.

One of the greatest strengths of RoviSys is a diverse employee knowledge base. RoviSys draws across all functions and employee skill sets in order to properly execute complex projects. Customers continue to come back to RoviSys because our dedicated employees execute projects following the RoviSys core principles. RoviSys is committed to providing a training program that develops a highly skilled workforce.

RoviSys believes in hiring the best engineers and in training them to execute quality projects using stringent design practices. This philosophy differentiates RoviSys from the traditional system integrator.

RoviSys has an internal training program for the advancement and development of our technical and commercial staff. The program covers many topics including project execution methodologies, technical subject matter, administrative functions, and knowledge specific to vertical markets.

1.4 Summary

As an independent automation organization and an approved system integrator for a wide range of control systems and MES platforms, RoviSys is well suited to meet the diverse needs of Sandusky WWTP. Our independence combined with our experience on multi-level projects results in efficiency and quality in the creation of functional specifications, instrument specifications, process documentation, electrical design, and system configuration.

When clients are asked why they return to RoviSys for project after project, they indicate that it is RoviSys' ability to manage, deliver, and complete projects. Additionally, the integrity with which RoviSys executes their projects and the ongoing focus on customer satisfaction convinces them to look no further for their system integration and support needs whatever the industry.



2 Technical Proposal

2.1 Project Overview

The City of Sandusky WWTP has requested that RoviSys provide upgrade services for the existing Wonderware system. The existing system was installed in 2004 and runs on PCs with legacy operating systems. The upgraded Wonderware system will consist of updated software which complies with Sandusky IT policies.

The new Wonderware server (PC) will be configured and setup in parallel with the existing server which alleviates cutover risks and system downtime. An additional benefit of this approach is that Sandusky personnel will have an opportunity to ensure existing functionality is available on the upgraded system.

Option A - Scope includes creating (35) new Wonderware graphics to replace the Citect HMI which is used for visualizing the remote lift stations. Sandusky will simplify their SCADA system by combining two disparate system's functionalities into one system.

2.2 Existing System

The existing Wonderware system contains (3) PCs running Windows 7, (1) PC running Windows XP, and (2) servers running Windows Server 2003. The server operating systems and Windows XP are no longer supported and replacement hardware/software is required. The HMI software running on these PCs are as follows:

Part Number	Part Description	Software License Number
01-2336	InTouch Runtime 60000 Tag with I/O	1106662-0
01-2336	InTouch Runtime 60000 Tag with I/O	1106663-0
01-2336	InTouch Runtime 60000 Tag with I/O	1106664-0
01-2336	InTouch Runtime 60000 Tag with I/O	1106665-0
01-2336	InTouch Runtime 60000 Tag with I/O	1106666-0
01-2336	InTouch Runtime 60000 Tag with I/O	1106667-0
17-1087	ActiveFactory Per Device	1106670-0
17-0209	WW Basic CAL-Single w/MSSQL Srvr CAL	1106671-0
97-1187	Development Studio Unlimited Unlim / 60000 / 500	1106672-0
56-00015	HMI Reports 3 Reports	1106673-0
17-0470	WW Historian - Standard, 500 Tag	1106668-0
09-0070	Information Server Portal	1106669-0(part of 1106668)

Option A - The existing telemetry system HMI consists of a Dell Optiplex 9020 running Windows 7 and CitectSCADA v 7.4. A second HMI station is located at a remote site and is running Citect software/application. The Citect application has (35) simple graphics consisting of (17) lift station screens, (17) trend screens, and (1) alarm screen. The HMI communicates with the SCADAPack MTU via Modbus TCP/IP.



2.3 Proposed Upgrade

The upgraded system will consist of (3) new PCs and (3) existing PCs running Windows 7 64-bit operating system. The Wonderware licensing will be upgraded from version 10.1 to the current version 2014R2 SP1 for compatibility with Windows 7. In addition to upgraded licensing, this proposal includes pricing for one year of the Wonderware First Program. The benefits are shown in the table below,

Feature	Standard*
Software Maintenance and Enhancements Software Upgrades and Updates Patches, Service Packs Hot Fixes	√ √ √
Automated Communications WonderUpdate via E-mail Tech Alerts via E-mail Automated Email of Support Usage & Summary Reports	√ √
Online Support Wonderware Developer Network Incident Submission & Tracking via WebSupport Expert System Knowledge Base (Online and CD format) Wonderware Security Central TechNotes Incident Submission via E-mail	\ \ \ \
Enhanced Technical Support Immediate Telephone Support via Wonderware North Remote Support Wonderware Lake Forest Level 2 Direct/Advanced Support 24/7/365 - Emergency Technical Support via Telephone Critical Incident Response Access	√ √
Online Training with Access to Over 60 Online Courses Discounts on Training Classes held at Wonderware North	٧ ٧

The upgraded application will be installed on a Virtual Machine. The VM will be deployed to all clients using VMWare Player. The upgraded application will be modified by adding 500 existing system tags to the Historian. The historical trend screens will be modified by pointing the trend pens at the historian.



2.4 Proposed Project Scope

RoviSys will provide the following engineering services for the Wonderware upgrade project:

- Onsite engineering services to review the current systems operation and backup the Intouch and InSQL applications
- Procure InTouch upgrade licenses and InSQL upgrade license
- Convert/Upgrade InTouch application
 - o Backup/remove historical data from the application directory
 - o Convert the Intouch 9.1 application to 2014 R2
 - o Configure the AB TCP/IP driver based on the existing configuration
 - o Modify trend screens to point at Historian (500 tags)
- Setup (2) InTouch Server nodes:
 - o Create a VM to load the following software
 - o Install VMWare Player (free version)
 - o Install Wonderware Application Server 2014 R2
 - o Install Wonderware InTouch 2014 R2
 - o Install Wonderware Historian Client 2014 R2
 - o Configure IP address
- Setup (4) InTouch Runtime nodes:
 - o Install VMWare Player (free version)
 - o Install Intouch VM
 - o Configure IP address
- Setup Wonderware Historian 500 tags on InTouch Server:
 - o Install Microsoft SQL Server Express 2014 R2
 - o Install Wonderware Information Server 2014 R2
 - o Install Wonderware License Server 2014 R2
- Onsite engineering services to setup and test the new system

Option A - RoviSys will provide the following engineering services for creating the telemetry system graphics in Wonderware:

- Onsite engineering services to review the current systems operation and backup the Citect HMI application and Modbus driver configuration.
- Procure (1) 60k tag InTouch runtime client license to replace the maintenance HMI
- Create the following graphics:
 - o System overview screen
 - o Lift station screens (17 total)
 - O Lift station trend screens (17 total)
 - o Alarm summary screen
- Configure the Wonderware Modbus driver to communicate with the existing Scadapack MTU
- Setup security so that maintenance department can access only lift station screens
- Load Wonderware and configuration files on new maintenance PC
- Setup communications between maintenance PC and plant Wonderware server. (this will require the Sandusky IT department creating a tunnel from the maintenance department to the WWTP in the city intranet.)
- Onsite testing of the new graphics



2.5 Assumptions

RoviSys assumes the following:

- Sandusky will provide all hardware including new PCs
- Sandusky will load preconfigured VMs on the new PCs
- RoviSys will provide the upgraded Wonderware licenses at list price
- Sandusky will assist with the Historical tag selection
- The existing application does not utilize the Wonderware Historian or reports
- RoviSys will provide VM backups to Sandusky
- This proposal does not include VMWare costs including additional OS licenses if required



3 Pricing

RoviSys has estimated, in good faith, the effort and cost of this project. The cost estimate is based on the information provided to RoviSys by Sandusky WWTP and on our experience in defining and implementing system projects of similar scope and complexity. This project will be invoiced in a fixed price fashion, with onsite services invoiced on a time and materials basis. Travel and Living (T&L) expenses are billed at actual cost and include mileage, meals, and lodging when required.

3.1 Pricing Summary

Pricing Summary Table

Scope Item	Price
Engineering Services - Fixed	\$13,871
Wonderware Licensing & 1 Year Support	\$32,185
Travel and Living Expenses (estimated)	\$373
Proposal Total	\$46,049

Option A Pricing	Price
Option A Engineering Services - Fixed	\$12,652
Wonderware Licensing & 1 Year Support	\$7,155
Travel and Living Expenses (estimated)	\$373
Option A Total	\$19,807



4 Commercial

4.1 Delivery

FOB: RoviSys.

Freight will be prepaid and added.

4.2 Proposal Validity

This proposal is valid for 90 days.

Payment Terms

- Invoicing, NET 30 days, of services as expended.
- Invoicing, NET 30 days, outside purchased equipment and software, as ordered.
- Invoicing will occur on a monthly basis until project completion.
- Travel and living will be invoiced at RoviSys cost as incurred.

All prices quoted are subject to applicable state and local sales taxes, which are the responsibility of Sandusky WWTP.

4.3 Safety

Sandusky WWTP is to supply MSDS (Material Safety Data Sheets) for any materials that RoviSys employees may be exposed to when onsite.

4.4 Terms and Conditions

See attached standard RoviSys Terms and Conditions, dated June 2016.

If RoviSys is selected for this work please send the purchase order to orders@rovisys.com



RoviSys Terms and Conditions

Revision June 2016

These Standard Terms and Conditions ("Terms") apply to the foregoing RoviSys Proposal ("Proposal") (together referred to as the "Agreement"). The Agreement is made between The RoviSys Company ("RoviSys") and the purchaser named in the Proposal ("Purchaser").

- 1. <u>The Work.</u> The Proposal may include delivery of goods, including hardware, software, and equipment ("Products") and the provision services performed by RoviSys ("Services") (Products and Services together are referred to as the "Work").
- 2. Payment Terms. All payments are due in U.S. Dollars. Terms are thirty (30) days net from date of invoice unless otherwise indicated in this Agreement. Overdue amounts will be assessed a late charge of 1.5% per month on the unpaid balance (18% per annum). Accounts more than sixty (60) days overdue may be assigned to outside collection agencies, and Purchaser agrees to pay all charges associated with such collection procedures.
- 3. <u>Delivery of Goods.</u> Delivery of goods are quoted FCA RoviSys. Delivery dates set forth in the Proposal are estimated as accurately as conditions will permit based on RoviSys' current knowledge. RoviSys shall not be responsible for damages associated with delivery delays.
- 4. <u>Taxes.</u> RoviSys prices do not include sales, use, VAT, or similar taxes. All applicable taxes must be paid by Purchaser, unless Purchaser has provided RoviSys with a taxexempt certificate acceptable to the appropriate taxing authorities.
- 5. <u>Cancellation</u>. Purchaser may cancel this Agreement by notice to RoviSys. As a condition of cancellation, if RoviSys has not breached this Agreement, RoviSys will be entitled to payment (including profit) for all Work performed through the effective date of cancellation and all reasonable costs and expenses incurred by RoviSys in performing or cancelling the Work.
- 6. Acceptance of the Work. Purchaser's acceptance of the Work will be in accordance with the acceptance procedures set forth in the Proposal. If the Proposal does not contain express acceptance procedures, Purchaser will be deemed to have inspected and accepted the Work thirty (30) days after delivery of the Work, unless RoviSys receives earlier written notice that the Work fails to conform to the specification set forth in this Agreement.
- 7. <u>Force Majeure.</u> Neither party will be responsible for delay or damages caused by conditions arising outside the control of the parties, including terrorism, war, and natural disasters ("Force Majeure Events"). Failure to make payments and financial hardship are not considered Force Majeure Events.
- 8. <u>Limited Warranty.</u> RoviSys warrants that the Services will comply with the final specifications established under the Agreement for a period of one year after acceptance by the Purchaser. RoviSys will pass along to the Purchaser any manufacturer's warranty covering Products manufactured by third-parties (including software and hardware). Modifications, repairs, or misuse of the Work by the Purchaser cancel all of RoviSys' warranty obligations. THE WARRANTIES SET FORTH IN THESE TERMS ARE THE SOLE WARRANTIES PROVIDED FOR THE WORK. ROVISYS DISCLAIMS ANY OTHER IMPLIED OR STATUTORY WARRANTY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 9. <u>Limitation of Liability.</u> In no event shall any party to this Agreement be liable to any other party for incidental, consequential, or punitive damages, including lost profits or lost business opportunities. In no event shall any party's liability to the other exceed the lesser of (i) the price of this Agreement or (ii) One Million Dollars (\$1,000,000). The limitations set forth in this paragraph shall apply regardless of the cause of action, whether in contract, tort, warranty, indemnity, or otherwise.



- 10. <u>Indemnification.</u> Each party to this Agreement agrees to defend and indemnify the other parties named in this Agreement from losses resulting from third-party claims, to the extent such losses are caused by the negligent act or omission of the indemnifying party.
- 11. RoviSys Tools and Templates. RoviSys has developed, improved, or licensed various proprietary materials, including (1) software development tools, know-how, methodologies, processes, technologies, and algorithms, which RoviSys uses in performing RoviSys' obligations pursuant to this Agreement, but which are not delivered with the deliverables ("RoviSys Tools"); and (2) generic products or formats which constitute the basis of the templates, modules, forms, and graphics, which are delivered with the deliverables ("RoviSys Templates"). Notwithstanding any other provision in any other agreement between the parties, RoviSys retains its ownership and rights in the RoviSys Tools, RoviSys Templates, and all improvements thereto, including any improvements that may be developed in the course of performing RoviSys' obligations under this Agreement. In no case shall the RoviSys Tools, RoviSys Templates, or any improvements thereto contain or be construed to contain any information specific to the Purchaser, including the Purchaser's marks, specifications, or confidential or proprietary information. RoviSys grants the Purchaser a nonexclusive, perpetual, worldwide, royalty-free license to reproduce, modify, and use the RoviSys Templates, as delivered with the Work.
- 12. <u>Client List.</u> Upon acceptance of this Agreement, Purchaser agrees that RoviSys may include Purchaser's corporate name on RoviSys client lists for the purpose of marketing and promotion, including on RoviSys' website and proposals.
- 13. <u>No Solicitation of Employees.</u> During the term of this Agreement and for three (3) years following the completion or termination of this Agreement, neither party shall hire, or otherwise contract, directly or indirectly, any of the current employees of the other party without the prior written consent of other party.
- 14. <u>Arbitration</u>. Except for disputes seeking injunctive relief or involving claims exceeding one million dollars (\$1,000,000), any dispute arising out of or related to this Agreement shall be resolved by binding arbitration, conducted by the American Arbitration Association using its Commercial Arbitration Rules, in Cleveland, Ohio. Purchaser and RoviSys agree to each pay half of the arbitration fees, including the arbitrator fees. Any decision rendered by the arbitrators shall be binding upon the parties and may be filed in any court of competent jurisdiction.
- 15. <u>Choice of Law; Venue.</u> This transaction shall be deemed to have been made and entered into in the State of Ohio, and shall be construed and enforced in accordance with Ohio law, without regard to its conflict of laws rules. Subject to the arbitration provision set forth in these Terms, any disputes or claims related to this Agreement shall be heard in state court or federal court in Cuyahoga County, Ohio.
- 16. <u>Acceptance of Terms.</u> Acceptance of the Proposal is expressly limited to and conditioned upon exclusive acceptance of these Terms. RoviSys objects to any modification or alteration of these Terms in any subsequent document, and no such addition or modification will be binding upon RoviSys unless agreed in writing by RoviSys.
- 17. <u>Entire Agreement.</u> These Terms express the entire and final agreement between RoviSys and Purchaser regarding the subject matter addressed herein, and supersede any prior written or verbal agreement. These Terms are binding upon RoviSys and Purchaser and their respective successors and assigns.





SANDUSKY POLICE DEPARTMENT

JOHN ORZECH, POLICE CHIEF

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

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

To: Eric Wobser, City Manager

From: John Orzech, Police Chief

Date: February 28, 2018

Subject: Commission Agenda Item

<u>ITEM FOR CONSIDERATION:</u> Requesting legislation authorizing the City Manager to purchase one (1) 2018 Chevy Traverse through the National Joint Powers Alliance Contract Purchasing Program (Contract 120716-NAF) from National Auto Fleet Group of Watsonville, California, at an amount not to exceed \$32,455.48.

BACKGROUND INFORMATION: It has been determined by the Police Chief and Fleet Maintenance Foreman, Troy Vaccaro that the 2006 Chrysler 300, Vin No. 2C3KA53G26H192929, that is as an unmarked vehicle used by the Detective Bureau, has exceeded its useful life expectancy and is no longer of any use to the city. This new vehicle will be used by the detective bureau as a narcotics surveillance vehicle that the narcotics detectives will use to enforce narcotics laws and ordinances. The existing vehicle being replaced will be sold through the on-line process and the proceeds from the sale will be deposited into the Law Enforcement Trust Fund.

The above listed vehicle is available through the National Joint Powers Alliance Contract Purchasing Program from National Auto Fleet Group Watsonville, California. The quoted price is valid until March 22, 2018 at which time the organization reserved the right to raise the price of the vehicle.

The National Joint Powers Alliance Contract Purchasing Program allows local political subdivisions to purchase items that have been competitively bid from the successful State or National vendor thereby giving the City the benefit of the State's competitively bid price and eliminating the necessity of formal bidding by the City.

<u>BUDGETARY INFORMATION:</u> The cost for the vehicles is \$32,455.48 which will be paid for with federal forfeiture funds.

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

<u>ACTION REQUESTED</u>: It is requested that the proper legislation be prepared to purchase one (1) 2018 Chevy Traverse vehicle from National Auto Fleet Group Watsonville, California in an amount not to exceed \$32,455.48 through the National Joint Powers Alliance Contract Purchasing Program (Contract 120716-NAF). It is further requested that this legislation be passed in accordance with Section 14 of the City Charter in order to expedite the ordering of the vehicle and place in service at the earliest opportunity.

Approved:		I concur with this recommendation
John (Orzech, Police Chief	Eric Wobser, City Manager
CC:	Hank Solowiej, Finance [Director

Justin Harris, Law Director



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

[855] BUY-NJPA • [626] 457-5590 [855] 289-6572 • [831] 480-8497 Fax

2/16/2018

QuoteID: 13005

Order Cut Off Date: 3/22/2018

Troy Vaccaro City of Sandusky Ohio Fleet Maintenance

222 Meigs St 1024 Cement Ave

Sandusky, Ohio, 44870

Dear Troy Vaccaro,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

One (1) New/Unused (2018 Chevrolet Traverse (1NC56) FWD 4dr LT Cloth w/1LT,) and delivered to your specified location, each for

	One Unit
Contract Price	\$32,455.48
Tax (0.0000 %)	\$0.00
Tire fee	\$0.00
Total	\$32,455.48

⁻ per the attached specifications. Price includes 2 additional key(s).

This vehicle(s) is available under the **National Joint Powers Alliance Contract 120716-NAF**. Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 30 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper

Account Manager

Email: Fleet@NationalAutoFleetGroup.com

Office: (855) 289-6572 Fax: (831) 480-8497













GMC

In order to Finalize your Quote, please submit this purchase packet to your governing body for Purchase Order Approval.

Once you issue a Purchase Order please send by:

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive Watsonville, CA 95076

Email: Fleet@nationalautofleetgroup.com

We will then send a W-9 if you need one

Please contact our main office with any questions: 1-855-289-6572

Vehicle Configuration Options

EMISSIO	NS
Code	Description
FE9	EMISSIONS, FEDERAL REQUIREMENTS
ENGINE	
Code	Description
LFY	ENGINE, 3.6L V6, SIDI, VVT, (310 hp [232.0 kW] @ 6800 rpm, 266 lb-ft of torque [361 N-m] @ 2800 rpm) (STD)
TRANSM	ISSION
Code	Description
M3V	TRANSMISSION, 9-SPEED AUTOMATIC, (STD)
PREFER	RED EQUIPMENT GROUP
Code	Description
1LT	LT CLOTH PREFERRED EQUIPMENT GROUP, Includes Standard Equipment
WHEELS	
Code	Description
RT1	WHEELS, 18" (45.7 CM) BRIGHT SILVER MACHINED FACE PAINTED ALUMINUM
TIRES	
Code	Description
Q05	TIRES, P255/65R18 ALL-SEASON BLACKWALL
PAINT	
Code	Description
G9K	SATIN STEEL METALLIC
PAINT S	CHEME
Code	Description
	STANDARD PAINT
SEAT TY	PE
Code	Description
AR9	SEATS, FRONT BUCKET, (STD)
SEAT TR	
Code	Description
HOU	JET BLACK, PREMIUM CLOTH SEAT TRIM
RADIO	
Code	Description
105	AUDIO SYSTEM, CHEVROLET MYLINK RADIO, with 8" diagonal color touch-screen and AM/FM stereo, includes Bluetooth streaming audio for music and most phones; featuring Android Auto and Apple CarPlay capability for compatible phones
ADDITIO	NAL EQUIPMENT
Code	Description

23/2010	Sell, selvice, and deliver letter
ZL3	CONVENIENCE AND DRIVER CONFIDENCE PACKAGE, includes (IO5) Chevrolet MyLink Radio with 8" diagonal color touch-screen, (UDD) multi-color Driver Information Center display, (KA1) heated front seats, (UG1) Universal Home Remote, (BTV) Remote Start, (TB5) rear power liftgate, (UKC) Lane Change Alert with Side Blind Zone Alert, (UFG) Rear Cross-Traffic Alert and (UD7) Rear Park Assist
PDF	LPO, FLOOR LINER PACKAGE, includes (RIA) front and second row all-weather floor liner, LPO and (RIB) third row all-weather floor liner, LPO
VK3	LICENSE PLATE FRONT MOUNTING PACKAGE, (will be forced on orders with ship-to states that require a front license plate)
TB5	LIFTGATE, REAR POWER
KA1	SEATS, HEATED DRIVER AND FRONT PASSENGER
RIA	LPO, ALL-WEATHER FLOOR LINER, FIRST AND SECOND ROW
RIB	LPO, ALL-WEATHER FLOOR LINER, 3RD ROW
UDD	DISPLAY, 4.2" DRIVER INSTRUMENT INFORMATION, ENHANCED, MULTI-COLOR
BTV	REMOTE START
UG1	UNIVERSAL HOME REMOTE, INCLUDES GARAGE DOOR OPENER, PROGRAMMABLE
UD7	REAR PARK ASSIST WITH AUDIBLE WARNING
UKC	LANE CHANGE ALERT, with Side Blind Zone Alert
UFG	REAR CROSS-TRAFFIC ALERT
PRF	ONSTAR ADDITIONAL 42 MONTHS OF ONSTAR FLEET GUIDANCE SERVICE., Provides 42 months of Guidance service in addition to the 6 months of standard Guidance plan trial service (12 months for Cadillac) that is included in the price of the vehicle (trial and plan excludes Hands-Free Calling minutes). Total service duration is 48 months (54 months for Cadillac).

Code	Description
ABE	SEATING, 7-PASSENGER (2-2-3 SEATING CONFIGURATION), (STD)

2018 Fleet/Non-Retail Chevrolet Traverse FWD 4dr LT Cloth w/1LT

WINDOW STICKER

2018 Che	vrolet Traverse FWD 4dr LT Cloth w/1LT	
CODE	MODEL	MSRF
1NC56	2018 Chevrolet Traverse FWD 4dr LT Cloth w/1LT	\$35,100.00
	OPTIONS	
FE9	EMISSIONS, FEDERAL REQUIREMENTS	\$0.00
LFY	ENGINE, 3.6L V6, SIDI, VVT, (310 hp [232.0 kW] @ 6800 rpm, 266 lb-ft of torque [361 N-m] @ 2800 rpm) (STD)	\$0.0
M3V	TRANSMISSION, 9-SPEED AUTOMATIC, (STD)	\$0.0
1LT	LT CLOTH PREFERRED EQUIPMENT GROUP, Includes Standard Equipment	\$0.0
RT1	WHEELS, 18" (45.7 CM) BRIGHT SILVER MACHINED FACE PAINTED ALUMINUM	\$0.0
QO5	TIRES, P255/65R18 ALL-SEASON BLACKWALL	\$0.0
G9K	SATIN STEEL METALLIC	\$0.00
	STANDARD PAINT	\$0.0
AR9	SEATS, FRONT BUCKET, (STD)	\$0.0
HOU	JET BLACK, PREMIUM CLOTH SEAT TRIM	\$0.0
105	AUDIO SYSTEM, CHEVROLET MYLINK RADIO, with 8" diagonal color touch-screen and AM/FM stereo, includes Bluetooth streaming audio for music and most phones; featuring Android Auto and Apple CarPlay capability for compatible phones	INC
ZL3	CONVENIENCE AND DRIVER CONFIDENCE PACKAGE, includes (IO5) Chevrolet MyLink Radio with 8" diagonal color touch-screen, (UDD) multi-color Driver Information Center display, (KA1) heated front seats, (UG1) Universal Home Remote, (BTV) Remote Start, (TB5) rear power liftgate, (UKC) Lane Change Alert with Side Blind Zone Alert, (UFG) Rear Cross-Traffic Alert and (UD7) Rear Park Assist	\$1,795.0
PDF	LPO, FLOOR LINER PACKAGE, includes (RIA) front and second row all-weather floor liner, LPO and (RIB) third row all-weather floor liner, LPO	\$260.0
VK3	LICENSE PLATE FRONT MOUNTING PACKAGE, (will be forced on orders with ship-to states that require a front license plate)	\$40.0
TB5	LIFTGATE, REAR POWER	INC
KA1	SEATS, HEATED DRIVER AND FRONT PASSENGER	INC
RIA	LPO, ALL-WEATHER FLOOR LINER, FIRST AND SECOND ROW	INC
RIB	LPO, ALL-WEATHER FLOOR LINER, 3RD ROW	INC
UDD	DISPLAY, 4.2" DRIVER INSTRUMENT INFORMATION, ENHANCED, MULTI-COLOR	INC
BTV	REMOTE START	INC
UG1	UNIVERSAL HOME REMOTE, INCLUDES GARAGE DOOR OPENER, PROGRAMMABLE	INC
UD7	REAR PARK ASSIST WITH AUDIBLE WARNING	INC
UKC	LANE CHANGE ALERT, with Side Blind Zone Alert	INC
UFG	REAR CROSS-TRAFFIC ALERT	IN
PRF	ONSTAR ADDITIONAL 42 MONTHS OF ONSTAR FLEET GUIDANCE SERVICE., Provides 42 months of Guidance service in addition to the 6 months of standard Guidance plan trial service (12 months for Cadillac) that is included in the price of the vehicle (trial and plan excludes Hands-Free Calling minutes). Total service duration is 48 months (54 months for Cadillac).	\$0.0
ABE	SEATING, 7-PASSENGER (2-2-3 SEATING CONFIGURATION), (STD)	\$0.0

SUBTOTAL	\$37,195.00
Advert/ Adjustments	\$0.00
Manufacturer Destination Charge	\$995.00
TOTAL PRICE	\$38,190.00
Est City: 18 MPG Est Highway: 27 MPG Est Highway Cruising Range: 523.80 mi	

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Standard Equipment

MECHANICAL

Engine, 3.6L V6, SIDI, VVT (310 hp [232.0 kW] @ 6800 rpm, 266 lb-ft of torque [361 N-m] @ 2800 rpm)

Transmission, 9-speed automatic

E10 Fuel capable

Engine control, stop-start system

Traction Mode Select

Axle, 3.49 final drive ratio

Front wheel drive

Battery, heavy-duty 600 cold-cranking amps

Alternator, 170 amps

GVWR, 6160 lbs. (2800 kg)

Suspension, Ride and Handling

Brakes, 4-wheel antilock, 4-wheel disc, 17" front and rear

Tool kit, road emergency

EXTERIOR

Wheels, 18" (45.7 cm) Bright Silver machined face painted aluminum

Tires, P255/65R18 all-season blackwall

Wheel, spare, 18" (45.7 cm) steel

Tire, compact spare, T135/70R18, blackwall

Roof rails, Black

Active aero shutters, upper and lower

Moldings, Black bodyside

Moldings, rocker, Black

Headlamps, high intensity discharge

Fog lamps, front

Mirror caps, body-color

Mirrors, outside heated power-adjustable manual-folding, body-color, with turn signal indicators

Glass, deep-tinted

Wipers, front intermittent with washers

Wiper, rear intermittent with washer

Door handles, body-color

Liftgate, rear manual (FWD model only.)

ENTERTAINMENT

Audio system, Chevrolet MyLink Radio with 7" diagonal color touch-screen and AM/FM stereo, includes Bluetooth streaming audio for music and most phones; featuring Android Auto and Apple CarPlay capability for compatible phones

SiriusXM Satellite Radio is standard on nearly all 2018 GM models. Enjoy a 3-month All Access trial subscription with over 150 channels including commercial-free music, plus sports, news and entertainment. Plus listening on the app and online is included, so you'll hear the best SiriusXM has to offer, anywhere life takes you. Welcome to the world of SiriusXM. (If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call us at 1-866-635-2349. See our Customer Agreement for complete terms at www.siriusxm.com. All fees and programming subject to change.)

USB ports

OnStar 4G LTE and available built-in Wi-Fi hotspot offers a fast and reliable Internet connection for up to 7 devices; includes data trial for 3 months or 3GB (whichever comes first) (Available Wi-Fi requires compatible mobile device, active OnStar service and data plan. Data plans provided by AT&T. Visit onstar.com for details and system limitations.)

INTERIOR

Seats, front bucket

Seating, 7-passenger (2-2-3 seating configuration)

Seat trim, Premium Cloth

Seat adjuster, driver 8-way power

Seat adjuster, power driver lumbar control

Console, front center with 2 cup holders, covered storage bin with storage and removable tray

Floor covering, color-keyed carpeting

Floor mats, color-keyed all rows

Steering wheel, leather-wrapped, 3-spoke

Steering column, tilt

Steering wheel controls, mounted controls for audio, phone and cruise

Display, 3.5" driver instrument information, monochromatic (FWD model only.)

Compass display, digital

Windows, power with driver Express Up/Down and front passenger Express-Down

Door locks, power programmable with lockout protection

Keyless Open, includes extended range Remote Keyless Entry

Cruise control, electronic with set and resume speed

Air conditioning, tri-zone automatic climate control with individual climate settings for driver, right front passenger and rear seat occupants

Sensor, humidity and windshield temperature

Defogger, rear-window electric

Mirror, inside rearview manual day/night

Umbrella holders, driver and front passenger doors

Visors, driver and passenger illuminated vanity mirrors, covered

Lighting, interior with theater dimming, cargo compartment, reading lights for front seats, second row reading lamps integrated into dome light, door-and tailgate activated switches and illuminated entry and exit feature

Cup holders, 10 total

SAFETY

StabiliTrak, stability control system with traction control

Daytime Running Lamps, LED

Air bags, frontal and side-impact for driver and front passenger, driver inboard seat-mounted side-impact and head curtain side-impact for all rows in outboard seating positions (Always use safety belts and the correct child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

OnStar Basic Plan for 5 years includes select vehicle mobile app features, Advanced Diagnostics and Dealer Maintenance Notification (Does not include Emergency, Security or Navigation services. Visit onstar.com for coverage map, details and system limitations.)

OnStar Guidance Plan Limited Trial Service including Automatic Crash Response, Stolen Vehicle Assistance, Roadside Assistance, Turn-by-Turn Navigation, Advanced Diagnostics and more (trial excludes Hands-Free Calling minutes) (Fleet orders receive a 6-month trial. Visit www.onstar.com for coverage map, details and system limitations. Services vary by model. OnStar acts as a link to existing emergency service providers. Not all vehicles may transmit all crash data.)

Rear Vision Camera

Door locks, rear child security

Passenger Sensing System sensor indicator inflatable restraint, front passenger/child/presence detector (Always use

safety belts and the correct child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Rear seat reminder

LATCH system (Lower Anchors and Top tethers for CHildren), for child safety seats

Teen Driver mode a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to encourage safe driving behavior. It can limit certain vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report gives you information on your teen's driving habits and helps you to continue to coach your new driver

Tire Pressure Monitor, includes Tire Fill Alert (Does not monitor spare.)

Horn, dual-note

ORDINANCE	NO.

AN ORDINANCE DECLARING A 2006 CHRYSLER 300, AS UNNECESSARY AND UNFIT FOR CITY USE PURSUANT TO SECTION 25 OF THE CITY CHARTER; AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE A 2018 CHEVY TRAVERSE FROM NATIONAL AUTO FLEET GROUP OF WATSONVILLE, CALIFORNIA, FOR THE POLICE DEPARTMENT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, it has been determined by the Police Chief and Fleet Maintenance Chief Foreman that the 2006 Chrysler 300, VIN No. 2C3KA53G26H192929, that is used by the Detective Bureau has exceeded its useful life expectancy and is no longer of any use to the City and is recommending this vehicle be declared obsolete, unnecessary and unfit for City use and be auctioned on the internet with the proceeds from the sale being deposited in the Law Enforcement Trust Fund; and

WHEREAS, it is recommended to replace the 2006 Chrysler 300 with a new 2018 Chevy Traverse to be used by the Detective Bureau and narcotics detectives as a narcotics surveillance vehicle to enforce narcotics laws and ordinances; and

WHEREAS, National Joint Powers Alliance's (NJPA) cooperative contract purchasing leverages the national purchasing power of more than 50,000 member agencies while also streamlining the required purchasing process and as a municipal national contracting agency, NJPA establishes and provides nationally leveraged and competitively solicited purchasing contracts under the guidance of the Uniform Municipal Contracting Law; and

WHEREAS, the City of Sandusky as a member of the National Joint Powers Alliance (Member ID 68351) desires to purchase a 2018 Chevy Traverse that has been competitively bid and made available through the membership from National Auto Fleet Group of Watsonville, California; and

WHEREAS, the total cost the 2018 Chevy Traverse is \$32,455.48 and will be paid with Federal Forfeiture 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 expedite ordering the vehicle and place in service at the earliest opportunity and prior to possible price increases on March 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 Police Department, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this Ordinance be declared an emergency measure which will take immediate effect

PAGE 2 - ORDINANCE NO. _____

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 2006 Chrysler 300, VIN No. 2C3KA53G26H192929, is 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 this personal property no longer needed for City purposes through public auction, sale process or internet auction with the proceeds from sale to be deposited into the Law Enforcement Trust Fund.

Section 2. The City Manager is authorized and directed to expend funds for the purchase a 2018 Chevy Traverse through the National Joint Powers Alliance Cooperative Purchasing Program (Contract 120716-NAF) from National Auto Fleet Group of Watsonville, California, for the Police Department at an amount **not to exceed** Thirty Two Thousand Four Hundred Fifty Five and 48/100 Dollars (\$32,455.48).

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

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

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

PAGE 3 - ORDINANCE NO.	
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adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

DENNIS E. MURRAY, JR.

PRESIDENT OF THE CITY COMMISSION

ATTEST:

KELLY L. KRESSER CLERK OF THE CITY COMMISSION

Passed: March 12, 2018