



**SANDUSKY CITY COMMISSION
REGULAR SESSION AGENDA
AUGUST 27, 2018 at 5 p.m.
CITY HALL, 222 MEIGS STREET**

INVOCATION	Greg Lockhart
PLEDGE OF ALLEGIANCE	
CALL TO ORDER	
ROLL CALL	D. Brady, N. Lloyd, G. Lockhart, D. Murray, W. Poole, N. Twine & D. Waddington
APPROVAL OF MINUTES	August 13, 2018
AUDIENCE PARTICIPATION	
PRESENTATION	New Justice Center Jeff Meyers & Sean Barbina, DS Architecture
COMMUNICATIONS	Motion to accept all communications submitted below
CURRENT BUSINESS	

CONSENT AGENDA ITEMS

A. Submitted by Matt Lasko, Chief Development Officer

2017 RESIDENTIAL DEMOLITION PROJECT #1 – CHANGE ORDER & FINAL (\$340 DEDUCT)

Budgetary Information: Change Order #1 and final will decrease the contract with Master Renovations, Inc. by \$340. The current contract amount with Master Renovations, Inc. is \$81,050. The revised contract amount including Change Order #1 is \$80,710. This project will be paid for with FY 2017 CDBG funds.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to approve the first and final change order for work performed by Master Renovations, Inc. of Orville, Ohio, for the CDBG FY 2017 residential demolition project #1; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

B. Submitted by Aaron Klein, Director of Public Works

ANNUAL COOPERATIVE PURCHASING AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION

Budgetary Information: This action will not impact the city's general fund.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing the city's participation in the Ohio Department of Transportation's cooperative purchasing program; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

C. Submitted by Hank Solowiej, Finance Director

APPROPRIATION AMENDMENT #3

Budgetary Information: Appropriation amendments are required to update the budget for current and previous actions of the city. Examples include but are not limited to: recreation programs, fleet maintenance supplies and materials, CDBG capital projects, software purchase for rental registration program/code enforcement/building department and for the storm water utility program.

ORDINANCE NO. _____: It is requested an ordinance be passed adopting amendment #3 to Ordinance 18-066 passed by this City Commission on March 26, 2018, making general appropriations for the fiscal year 2018; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

D. Submitted by Jane Cullen, Project Engineer

CEDAR POINT EJECTOR STATION IMPROVEMENTS - CHANGE ORDER & FINAL (\$11,813 DEDUCT)

Budgetary Information: Change Order #1 was for a time extension changing the completion date from May 15, 2018 to June 15, 2018 and did not change the original contract amount. Change Order #1 was passed at the City Commission meeting on May 14, 2018, per Ordinance #18-094. Change Order #2 and final, a deduction of \$11,813.71 will revise the original contract amount of \$338,700 to \$326,886.29 and will be paid with sewer funds.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to approve the second and final change order for work performed by Hank's Plumbing & Heating Co., Inc. of Toledo, Ohio, for the Cedar Point #14 ejector station improvement project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

E. Submitted by Jane Cullen, Project Engineer

LINCOLN STREET – CHANGE ORDER #1 & FINAL (DEDUCTION)

Budgetary Information: Change Order #1, a deduction of \$9,943.87 will revise the original contract amount of \$160,907.70 to \$150,963.83. The final costs are paid by the water fund in the amount of \$107,833.46 and sewer funds in the amount of \$43,130.37.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to approve the first and final change order for work performed by Ed Burdue & Co., LLC, of Sandusky, Ohio, for the Lincoln Street water and sewer replacement project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

F. Submitted by Jeff Keefe, Project Engineer

AUTHORIZATION TO SUBMIT APPLICATION TO OHIO PUBLIC WORKS COMMISSION FOR THE BUCHANAN STREET RECONSTRUCTION PROJECT

Budgetary Information: There is no cost to submit the application. Notification of award would be in December, 2018, giving sufficient time to allocate resurfacing dollars during the city's FY 2019 budget process. If awarded, the project would be constructed during the second half of 2019 since funds would not become available until July. If awarded, any matching funds required would be incorporated into the 2019 budget. The cost of this project is estimated to be \$350,000 and we are requesting a 50/50 split. Therefore, the cost to the city would be \$175,000. The application will be written to maximize the amount of points received, increasing the possibility of being awarded, based on grant money requested versus available capital funds.

RESOLUTION NO. _____: It is requested a resolution be passed authorizing the submission of an application by the City Manager for financial assistance and to enter into a project agreement with the Ohio Public Works Commission in order to participate in the Ohio Public Works Commission's state capital improvement and/or local transportation improvement programs authorized by Chapter 164 (Aid to Local Government Improvements) of the Ohio Revised Code for the Buchanan Street reconstruction project – Hayes Avenue to Campbell Street; and declaring that this resolution take immediate effect in accordance with Section 14 of the city charter.

G. Submitted by Jane Cullen, Project Engineer

AUTHORIZATION TO SUBMIT APPLICATION TO OHIO PUBLIC WORKS COMMISSION FOR THE THORPE DRIVE CULVERT REPLACEMENT PROJECT

Budgetary Information: There is no cost to submit the application. Notification of award would be in December, 2018. If awarded, the project would be constructed during the second half of 2019 since funds would not become available until July. If awarded, any matching funds required would be incorporated into the 2019 budget. The cost of this project is estimated to be \$325,000 and we are requesting a 50/50 split; the cost to the city would be \$162,500 to be paid with sewer funds. If funds are not awarded from the OPWC, the cost of the culvert project (\$233,000) would be paid with the sewer fund and the resurfacing portion excluding the culvert area would not be completed.

RESOLUTION NO. _____: It is requested a resolution be passed authorizing the submission of an application by the City Manager for financial assistance and to enter into a project agreement with the Ohio Public Works Commission in order to participate in the Ohio Public Works Commission's State Capital Improvement and/or local transportation improvement programs authorized by Chapter 164 (Aid to Local Government Improvements) of the Ohio Revised Code for the Thorpe Drive culvert replacement project; and declaring that this resolution take immediate effect in accordance with Section 14 of the city charter.

H. Submitted by Amanda McClain, Housing Manager

SALE OF PROPERTY TO HABITAT FOR HUMANITY THROUGH LAND ACQUISITION PROGRAM

Budgetary Information: The cost associated with this purchase and sale agreement is the total amount of the title search, closing costs, deed preparation and any other customary fees that may be due and payable in the ordinary course of the sale and purchase transaction. The city will recoup the cost of the expenses from the sale. The taxing districts will begin collecting approximately \$1,299.32 per year in real estate taxes which may increase once construction of the residence is completed.

ORDINANCE NO. _____: It is requested an ordinance be passed declaring that certain real property owned by the city as part of the land reutilization program identified as Parcel #57-03707.000, located at 1201 East Parish Street is no longer needed for any municipal purpose and authorizing the execution of a purchase and sale agreement with respect to that real property; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

REGULAR AGENDA ITEMS

FIRST READING

ITEM #1 - Submitted by Hank Solowiej, Finance Director

CONTRACT WITH THE ASHLEY GROUP FOR CONSULTING & BROKERAGE SERVICES FOR THE CITY'S HEALTH INSURANCE PROGRAM

Budgetary Information: The cost will be \$4,000 per month for 2019, 2020 and 2021 and will be paid from the health insurance fund.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and approving a consulting and brokerage agreement with The Ashley Group of Sandusky, Ohio, for the administration of the city's health insurance program for the period of November 1, 2018 through October 31, 2021.

ITEM #2 - Submitted by Stuart Hamilton, Matt Lasko & Angela Byington

PURCHASE OF SOFTWARE WITH BELLEFEUIL, SZUR & ASSOCIATES, INC. (BSA)

Budgetary Information: The cost to purchase, implement and migrate is not to exceed \$111,145. The cost will be paid from the rental registration fund (\$83,358.75) and the general fund by revenues collected by the Building Department (\$27,786.25). There will be an ongoing yearly maintenance cost of \$9,460 to be paid out of the departmental operating and maintenance budget.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a software license and services agreement with Bellefeuil, Szur & Associates, Inc. of Bath, Michigan, for the purchase, installation and data migration for a new software management solution for use by the Planning Department and Divisions of Building and Code Enforcement; and declaring that this ordinance shall immediate effect in effect in accordance with Section 14 of the city charter.

ITEM #3 - Submitted by Matt Lasko, Chief Development Officer

RATIFICATION OF PURCHASE AGREEMENT FOR 1421 FOREST DRIVE

Budgetary Information: The city will be responsible for purchasing property for \$26,000 and covering traditional closing costs in addition. Neighborhood initiative funds will cover \$5,000 of the purchase with the balance being paid through the Community Development Capital Projects account. Upon sale to the Erie County Land Reutilization Corporation, those sales proceeds will be returned to the Community Development capital projects account.

ORDINANCE NO. _____: It is requested an ordinance be passed approving the purchase and sale agreement for the purchase of property located at 1421 Forest Drive, Sandusky, and identified as Parcel #58-02602.000; ratifying the execution of the purchase and sale agreement for the purpose of blight elimination and demolition; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #4 - Submitted by Matt Lasko, Chief Development Officer

AGREEMENT FOR SALE OF 1421 FOREST DRIVE TO ERIE COUNTY LAND REUTILIZATION CORPORATION

Budgetary Information: The city will be due \$5,000 (less closing costs) for the sale of the property. The funds will be returned to the Community Development capital projects account.

ORDINANCE NO. _____: It is requested an ordinance be passed declaring that certain real property owned by the city located at 1421 Forest Drive, Sandusky, and identified as Parcel #58-02602.000 is no longer needed for any municipal purpose and authorizing and directing the City Manager to enter into an agreement to sell the designated real property to the Erie County Land Reutilization Corporation for the purpose of blight elimination and demolition; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #5 - Submitted by Rick Wilcox, Fire Chief

PURCHASE OF PORTABLE RADIOS FROM MOTOROLA SOLUTIONS FOR FIRE DEPARTMENT

Budgetary Information: The total amount for this purchase is \$38,785.90. This purchase will be paid with monies from the EMS fund.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to purchase 20 Motorola APX 900 Model 2 portable radios and accessories from Motorola Solutions of Chicago, Illinois, through the State of Ohio Department of Administrative Services cooperative purchasing program; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #6 - Submitted by Jeff Keefe, Project Engineer

PERMISSION TO ACCEPT BIDS FOR PHASE III FOR CAMPBELL STREET/SCOTT STREET/COLUMBUS AVENUE PROJECT

Budgetary Information: The estimated cost of the project including engineering, inspection, advertising and miscellaneous costs is \$170,471 with \$125,000 from the Ohio Department of Transportation through the Active Transportation project funding and \$45,471 from CDBG funds.

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

ITEM #7 - Submitted by Aaron Klein, Director of Public Works

AGREEMENT FOR PROFESSIONAL DESIGN SERVICES WITH STRAND ASSOCIATES FOR COMBINED SEWER MODEL UPDATE & FLOW MONITORING PROGRAM SUPPORT

Budgetary Information: The amount for the professional services agreement is \$47,000 which will be funded entirely with sewer funds and has been incorporated into the new five-year capital improvement program and annual evaluation of sewer rates.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement for professional services with Strand Associates, Inc., of Cincinnati, Ohio, to provide a combined sewer model update and flow monitoring program support; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #8 - Submitted by Aaron Klein, Director of Public Works

AGREEMENT FOR PROFESSIONAL SERVICES WITH ADS ENVIRONMENTAL SERVICES FOR COMBINED SEWER OVERFLOW MONITORING SYSTEM PROJECT

Budgetary Information: The amount for the professional services agreement is \$111,768 which will be funded entirely with sewer funds and has been incorporated into the updated five-year capital improvements program and annual evaluation of sewer rates.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement for professional services with ADS, LLC dba ADS Environmental Services of Valley View, Ohio, for the 2018 combined sewer flow monitoring system project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #9 - Submitted by Matt Lasko, Chief Development Officer

NEW LISTING AGREEMENT FOR PROPERTY LOCATED AT MILAN ROAD

Budgetary Information: After execution of a City Commission approved purchase and sales agreement with an approved buyer and upon closing of the transaction, the city will be responsible for paying a broker commission equal to six percent of the gross sales price of the property. These funds will be paid to RE/MAX through closing. Upon sale, the difference between the original purchase price of both parcels and the sales price of only the property (if there is a difference) will be expensed against the neighborhood initiative fund (specifically neighborhood improvements) and the housing repair balance will be made whole that was used to bridge the transaction. In the event the sales proceeds for the property exceed the purchase price of both parcels, the net proceeds will be deposited into the real estate development fund.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to execute a listing agreement with RE/MAX Quality Realty for the marketing and sale of property located at 1215 Milan Road and identified as Parcel #57-01857.000; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #10 - Submitted by Hank Solowiej, Finance Director

VARIOUS PURPOSE IMPROVEMENT NOTES

Budgetary Information: This various purpose improvement note sale includes renewal and new issues. \$2,900,000 in notes will mature on October 4, 2018. The new various purpose improvement notes are in an amount of:

- \$1,200,000 - (retire \$1,350,000) for Bayfront urban revitalization;
 - \$ 200,000 - (retire \$300,000) for Venice Road grade separation;
 - \$ 800,000 - (retire \$1,000,000) for the Fire Department ladder truck;
 - \$ 200,000 - (retire \$250,000) for the Street Department salt truck;
 - \$ 546,000 - for the City Hall relocation project;
 - \$2,000,000 - for the design of The Landing project.
- a. **MOTION TO ACCEPT THE FISCAL OFFICER’S CERTIFICATE**
ORDINANCE NO. _____: It is requested an ordinance be passed providing for the issuance and sale of \$2,400,000 notes, in anticipation of the issuance of bonds, for the purpose of: 1) revitalizing the Bayfront urban revitalization area by acquiring, clearing and improving certain properties in that area, undertaking the environmental cleanup and remediation of certain properties in that area, constructing road improvements and related utility and infrastructure improvements in that area, and otherwise improving that area; 2) paying a portion of the cost of eliminating grade crossings by constructing the Venice Road grade separation project in cooperation with the Ohio Department of Transportation; 3) acquiring a ladder truck for the Fire Department; and 4) acquiring salt trucks for the Street Department; and declaring an emergency.
- b. **MOTION TO ACCEPT THE FISCAL OFFICER’S CERTIFICATE**
ORDINANCE NO. _____: It is requested an ordinance be passed providing for the issuance and sale of \$2,000,000 notes in anticipation of the issuance of bonds, for the purpose of paying costs of various improvements for “The Landing” as more further described and approved in Ordinance #18-127, and declaring an emergency.
- c. **MOTION TO ACCEPT THE FISCAL OFFICER’S CERTIFICATE**
ORDINANCE NO. _____: It is requested an ordinance be passed providing for the issuance and sale of \$546,000 notes, in anticipation of the issuance of bonds, for the purpose of paying costs associated with the relocation of City Hall, and declaring an emergency.

CITY MANAGER’S REPORT

OLD BUSINESS

NEW BUSINESS

AUDIENCE PARTICIPATION Open discussion on any item (5 minute limit)

EXECUTIVE SESSION(S)

ADJOURNMENT

Buckeye Broadband broadcasts on Channel 76:

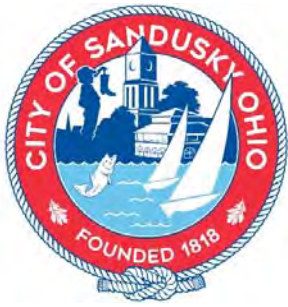
Monday, August 27 at 8:30 p.m.

Tuesday, August 28 at 5 p.m.

Monday, September 3 at 8:30 p.m.

Online:

www.YouTube.com and search for “City of Sandusky Commission



COMMUNITY DEVELOPMENT DEPARTMENT

222 Meigs Street
Sandusky, Ohio 44870
(419) 627-5847
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager
From: Matt Lasko, Chief Development Officer
Date: August 14, 2018
Subject: Commission Agenda Item – CDBG FY17 Residential Demolition Project #1 – Change Order

Item for Consideration: Change Order No. 1 and Final, for the CDBG FY17 Residential Demolition Project #1 (9 Properties). This Change Order includes one (1) item.

1. Driveway apron to remain at 220 Neil Street DEDUCT \$340.00

The neighboring property to the east is purchasing the vacant lot from the owner and has asked that the driveway apron remain on the property.

Budgetary Information: Change Order No. 1 & Final will decrease the contract with Master Renovations, Inc. by \$340.00. The current contract amount with Master Renovations, Inc. is \$81,050.00. The revised contract amount including Change Order No. 1 is \$80,710.00. This project will be paid for with FY2017 Community Development Block Grant (CDBG) Funds.

Action Requested: It is requested that Change Order No. 1 & Final in the amount of \$340.00 for the CDBG FY17 Residential Demolition Project #1 for one (1) item be approved and that it be passed in full accordance with Section 14 of the City Charter in order to make final payment to the contractor and close out the project.

I concur with this recommendation:

Eric Wobser
City Manager

Matt Lasko
Chief Development Officer

cc: Kelly Kresser, Clerk of City Commission
Hank Solowiej, Finance Director
Trevor Hayberger, Acting Law Director
Eric Wobser, City Manager
File

**City of Sandusky
Change Order**

Change Order # 1

Project: CDBG FY17 Residential Demolition Project #1

Contractor: Master Renovations, Inc.

Property Address: 220 Neil Street, Sandusky, Ohio 44870

Original Notice to Commence Dated: 10/13/2017

The following changes are authorized to the above identified Demolition Contract:

Original Cost for total Project: \$81,050.00

Original Cost for 220 Neil Street: \$11,060.00


Total for Change Order: \$340.00

Plus Previously Approved Change Orders: \$ N/A

Minus Change Order Requested: \$10,720.00

Total New Contract Amount: \$80,710.00

Signed:



Contractor

8/8/2018

Date

Matt Lasko
Chief Development Officer

Date

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO APPROVE THE FIRST & FINAL CHANGE ORDER FOR WORK PERFORMED BY MASTER RENOVATIONS, INC. OF ORVILLE, OHIO, FOR THE CDBG FY17 RESIDENTIAL DEMOLITION PROJECT #1; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City Commission declared the necessity for the City to proceed with the proposed CDBG FY17 Residential Demolition Project #1 by Resolution No. 039-17R, passed on July 24, 2017; and

WHEREAS, the CDBG FY17 Residential Demolition Project #1 involves asbestos abatement and demolition of nine (9) residential structures, which are vacant and blighted, of which seven (7) were condemned and ordered for demolition by the City or the Housing Appeals Board and are located at 615 Meigs Street, 1218 Ransom Street, 1015 Hancock Street, 220 Neil Street, 410 Shelby Street, 1209 Third Street, and 1502 Wayne Street, and the other two (2) properties are located at 318 Reese Street, and 613 N. Depot Street and are owned by the City as part of the Land Reutilization Program; and

WHEREAS, this City Commission approved the awarding of the contract to Master Renovations, Inc. of Orville, Ohio, for work to be performed for the CDBG FY17 Residential Demolition Project #1 by Ordinance No. 17-186, passed on September 25, 2017; and

WHEREAS, this First & Final Change Order reflects the cost of a driveway apron which was not removed from the property at 220 Neil Street upon request by a neighbor who is in the process of the purchasing the property; and

WHEREAS, the original contract with Master Renovations, Inc. was \$81,050.00, and with the **deduction** of this First & Final Change Order in the amount of \$340.00, the final contract cost is \$80,710.00 and will be paid with FY17 Community Development Block Grant (CDBG) funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to make final payment to the contractor and close out the completed project; and

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

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

Section 1. The City Manager is hereby authorized and directed to approve this First & Final Change Order for work performed for the CDBG FY17 Residential Demolition Project #1 and to deduct from the contract amount the sum of Three Hundred Forty and 00/100 Dollars (\$340.00) resulting in the final contract cost of Eighty Thousand Seven Hundred Ten 00/100 Dollars (\$80,710.00) with Master Renovations, Inc. of Orville, Ohio.

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

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

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

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

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

Passed: August 27, 2018



DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: August 14, 2018

Subject: **Commission Agenda Item – 2018 Authorization to Participate in the Ohio Department of Transportation's Cooperative Purchasing Program**

ITEM FOR CONSIDERATION: Legislation to authorize the City's participation in the Ohio Department of Transportation's Cooperative Purchase Program.

BACKGROUND INFORMATION: The Director of the Ohio Department of Transportation may permit any political subdivision to participate in selected contracts for the purchase of certain machinery, supplies, materials and other articles. This program allows political subdivisions to forego the competitive bidding process and assures them of the Department's contract pricing. The City is then allowed to participate in a contract that has been awarded pursuant to ODOT's competitive bidding procedures. This program is similar to the Cooperative Purchase Program administered by the State Department of Administrative Services in which the City participates.

BUDGETARY INFORMATION: This action will not impact the City's general fund.

ACTION REQUESTED: It is requested that the proper legislation be prepared to authorize the City to participate in the Ohio Department of Transportation's Cooperative Purchasing Program. It is further requested that this legislation take immediate effect in accordance with Section 14 of the City Charter in order to provide a certified copy of this Ordinance to ODOT which will allow the City to [continue to](#) participate in the [programcontract](#).

I concur with this recommendation:

Eric Wobser
City Manager

cc: K. Kresser, Commission Clerk; H. Solowiej, Finance Director; T. Hayberger, Acting Law Director

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY'S PARTICIPATION IN THE OHIO DEPARTMENT OF TRANSPORTATION'S COOPERATIVE PURCHASING PROGRAM; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Ohio Revised Code, Section 5513.01 (B) provides the opportunity for Counties, Townships, Municipal Corporations, Conservancy Districts, Township Park Districts, Park Districts created under Chapter 1545 of the Revised Code, Port Authorities, Regional Transit Authorities, Regional Airport Authorities, Regional Water and Sewer Districts, County Transit Boards, State Universities or Colleges to participate in contracts of the Ohio Department of Transportation (ODOT) for the purchase of machinery, material, supplies, or other articles; and

WHEREAS, in order for the City to qualify to participate in ODOT's Cooperative Purchasing Program, a certified copy of a resolution or ordinance shall be filed with ODOT every two (2) years and in addition, the City must designate an agent and agree to and be bound by all ODOT contract terms and conditions and to assume all responsibility for placing contract orders and vendor payments, and to release ODOT employees and its director from responsibilities and obligations (other than caused by their own negligence) as a result of the City's participation in the program; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules as contained in Section 14 of the City Charter in order to provide a certified copy of this Ordinance to ODOT to allow the City to continue to participate in the cooperative purchasing program; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, 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, the City Commission of the City of Sandusky, Ohio, find that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW THEREFORE,

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

Section 1. This City Commission designates the City Manager of the City of Sandusky as the City's agent and requests authority in the name of the City of Sandusky to participate in the Ohio Department of Transportation contracts for the purchase of machinery, materials, supplies or other articles which the Department has entered into pursuant to Ohio Revised Code, Section 5513.01 (B).

Section 2. The City Manager is hereby authorized to agree in the name of the City of Sandusky to be bound by all terms and conditions as the Director of Transportation prescribes.

Section 3. The City Manager is hereby authorized to agree in the name of the City of Sandusky to directly pay vendors, under each such contract of the Ohio Department of Transportation in which the City of Sandusky participates, for items it receives pursuant to the contract.

Section 4. The City of Sandusky agrees to be responsible for resolving all claims or disputes arising out of its participation in the Cooperative Purchasing Program under Section 5513.01 (B) of the Ohio Revised Code. The City of Sandusky releases and forever discharges the Director of Transportation and the Ohio Department of Transportation from all such claims, actions, expenses, or other damages arising out of its participation in the Cooperative Purchasing Program which the City of Sandusky may have or claim to have against ODOT or its employees, unless such liability is the result of negligence on the part of ODOT or its employees.

Section 5. 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 6. 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 7. 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



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

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

TO: Eric L. Wobser, City Manager

FROM: Hank S. Solowiej, CPA, Finance Director

DATE: August 16, 2018

RE: Commission Agenda Item

ITEM FOR CONSIDERATION:

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

I am submitting amendment #3 to the 2018 General Appropriations.

BUDGETARY INFORMATION:

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

- Recreation programs
- Fleet maintenance supplies and materials
- CDBG capital projects
- Software purchase for rental registration program/code enforcement/building department
- Storm water utility program

ACTION REQUESTED:

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

CC: Trevor Hayberger, Acting Law Director

ORDINANCE NO. _____

AN ORDINANCE ADOPTING AMENDMENT NO. 3 TO ORDINANCE NO. 18-066 PASSED BY THIS CITY COMMISSION ON MARCH 26, 2018, MAKING GENERAL APPROPRIATIONS FOR THE FISCAL YEAR 2018; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this Ordinance has been prepared to cover deficiencies or needs which exist in the General, Parks & Recreation, Federal Grants, Special Assessment, and Sewer Funds; and

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

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

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

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:
Section 1. Ordinance No. 18-066 passed by this City Commission on the 26th day of March, 2018, be amended as hereinafter set forth:

DEPARTMENT	PERSONAL SERVICES	OTHER	TOTAL
BUILDING DIVISION	-	25,000	25,000
FLEET MAINTENANCE	-	20,000	20,000
TRANSFERS:			
TRANSIT FUND		50,000	50,000
GENERAL FUND	-	95,000	95,000
RECREATION DEPARTMENT	-	6,040	6,040
PARKS & RECREATION FUND	-	6,040	6,040
EMS		(200,000)	(200,000)
HUD CDBG	-	200,000	200,000
FEDERAL GRANTS FUND	-	-	-
RENTAL REGISTRATION FEE	-	80,000	80,000
SPECIAL ASSESSMENT FUND	-	80,000	80,000
ADMINISTRATIVE SUPPORT	-	40,000	40,000

SEWER FUND	-	40,000	40,000
TOTAL ALL FUNDS	-	221,040	221,040

Section 2. The Finance Director is authorized to draw warrants upon the City treasury for funds appropriated in this Ordinance upon presentation of properly approved vouchers and when in conformity with the Charter and general laws of the State of Ohio. In addition, the Finance Director is authorized to make transfers between funds, to cover deficiencies in City funds provided said transfers are included in the general appropriations.

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

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

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

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

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

Passed: August 27, 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: August 15, 2018

Subject: **Commission Agenda Item- (Cedar Point) CP#14 Ejector Station Improvement Project**

ITEM FOR CONSIDERATION: Requesting legislation for approval of Change Order No. 2 & Final, for the (Cedar Point) CP#14 Ejector Station Improvement Project.

BACKGROUND INFORMATION: This project was awarded to Hank's Plumbing & Heating Co., Inc., at the September 25, 2017 city commission meeting per ordinance 17-187 in the amount of \$338,700.00.

This ejector station is located in front of 229 Cedar Point Road at the northwest corner of Lane D and Cedar Point Road. The station receives sanitary flow from a 12" sanitary sewer and discharges through a 6" forcemain downstream to a 12" sanitary sewer. This project moved all control systems to an above ground panel and the below ground structure was converted to a wet well with a new manhole structure and new pumps. This improvement replaced all existing equipment and allow the City's sewer department to provide routine maintenance more safely and effectively. This change order reflects the actual quantities installed in the field by the contractor.

BUDGETARY INFORMATION: Change Order No. 1 was for a time extension changing the completion date from May 15, 2018 to June 15, 2018 and did not change the original contract amount. Change Order No. 1 was passed at the city commission meeting on May 14, 2018 per Ordinance No. 18-094. Change Order No. 2 & Final, a deduction of \$11,813.71, will revise the original contract amount of \$338,700.00 to \$326,886.29 and will be paid with Sewer Funds.

ACTION REQUESTED: It is requested that legislation be prepared to allow for the approval of Change Order No. 2 for final quantities for the (Cedar Point) CP#14 Ejector Station Improvement Project. It is further requested that this be passed in accordance with Section 14 of the City Charter so that the contractor can be paid for work already completed in the field.

I concur with this recommendation:

Eric Wobser
City Manager

Aaron Klein, P.E.
Director of Public Works

cc: K. Kresser, Commission Clerk; H. Solowiej, Finance Director; T. Hayberger, Acting Law Director

Change Order No. 2 & Final

CONTRACT: **2888**

ORDINANCE NO. **17-187**

Contractor: **Hank's Plumbing & Heating**

2000 The Bluffs Toledo, Ohio 43615

STREET OR LOCATON OF WORK: **(Cedar Point)CP-14 Ejector Station Improvement Project**

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

Item No	Plan Quantity	Actual Quantity	Difference In Quantity	Unit	Description	Unit Price	Bid Price	Final Cost	Total ADDITION	Total DEDUCT
	1.00	1.00	0.00	LS	Schedule of Values-CP14		\$288,700.00			
1	1.00	1.00	0.00	LS	Bond & Insurance	\$6,000.00		\$6,000.00		
2	1.00	1.00	0.00	LS	Mobilization & Demobilization	\$14,700.00		\$14,700.00		
3	1.00	1.00	0.00	LS	Preconstruction Video and sign (\$750 deduct for	\$2,000.00		\$1,250.00		-\$750.00
4	1.00	1.00	0.00	LS	Demolition and removals	\$20,000.00		\$20,000.00		
5	1.00	1.00	0.00	LS	New Wet Well and Vault	\$30,000.00		\$30,000.00		
6	1.00	1.00	0.00	LS	Pipe, valves and fittings	\$30,000.00		\$30,000.00		
7	1.00	1.00	0.00	LS	Chopper pumps and controls	\$90,000.00		\$90,000.00		
8	1.00	1.00	0.00	LS	Waterline Relocation	\$27,000.00		\$27,000.00		
9	1.00	1.00	0.00	LS	Maintenance of traffic	\$7,000.00		\$7,000.00		
10	1.00	1.00	0.00	LS	HDD 3" Force Main	\$20,000.00		\$20,000.00		
11	1.00	1.00	0.00	LS	Pavement removal and restoration	\$15,000.00		\$15,000.00		
12	1.00	1.00	0.00	LS	Concrete work	\$6,500.00		\$6,500.00		
13	1.00	1.00	0.00	LS	Restoration	\$3,500.00		\$3,500.00		
14	1.00	1.00	0.00	LS	Electrical	\$17,000.00		\$17,000.00		
15	1.00	0.00	-1.00	LS	Project contingency	\$20,000.00	\$20,000.00	\$0.00		-\$20,000.00
16	CO2	1.00	1.00		Extra-waterline grade issue	\$1,878.00		\$1,878.00	\$1,878.00	
17	CO2	1.00	1.00		Extra-concrete curb & concrete shoulder	\$10,742.02		\$10,742.02	\$10,742.02	
18	CO2	1.00	1.00		Extra-decrease dry well material only	\$105.87		\$105.87	\$105.87	
19	1.00	0.50	-0.50	LS	Allowance for New Power Supply Edison	\$2,500.00	\$5,000.00	\$2,500.00		-\$2,500.00
20	1.00	0.95	-0.05	LS	Allowance for SCADA System	\$23,710.40	\$25,000.00	\$23,710.40		-\$1,289.60
						Totals=	\$338,700.00	\$326,886.29	\$12,725.89	-\$24,539.60
						Total Difference=			-\$11,813.71	

Original Contract Amount= \$338,700.00
 Total Addition Amount= -\$11,813.71
 Revised Contract Amount= \$326,886.29

Explanation: Change order reflects work performed in the field.

Accepted: Catalyn M. Karaszkowski Date: August 16, 2018
 Contractor

Accepted: _____ Date: _____, 2018
 City Engineer

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO APPROVE THE SECOND AND FINAL CHANGE ORDER FOR WORK PERFORMED BY HANK'S PLUMBING & HEATING CO., INC. OF TOLEDO, OHIO, FOR THE (CEDAR POINT) CP#14 EJECTOR STATION IMPROVEMENT PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the (Cedar Point) CP#14 Ejector Station Improvement Project involves converting the current ejector station, located in front of 229 Cedar Point Road at the northwest corner of Lane D and Cedar Point Road, to an above ground wet well mounted pump station; 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 (Cedar Point) CP#14 Ejector Station Improvement Project by Resolution No. 16-212, passed on November 28, 2016; and

WHEREAS, this City Commission declared the necessity to proceed with the proposed (Cedar Point) CP#14 Ejector Station Improvement Project by Resolution No. 038-17R, passed on July 24, 2017; and

WHEREAS, this City Commission approved the awarding of the contract to Hank's Plumbing & Heating Co., Inc. of Toledo, Ohio, for the (Cedar Point) CP#14 Ejector Station Improvement Project by Ordinance No. 17-187, passed on September 25, 2017; and

WHEREAS, this City Commission approved the First Change Order for work being performed by Hank's Plumbing & Heating Co., Inc. of Toledo, Ohio, for the (Cedar Point) CP#14 Ejector Station Improvement Project to extend the final completion date from May 14, 2018, until June 15, 2018, by Ordinance No. 18-094, passed on May 14, 2018; and

WHEREAS, this Second and Final Change Order reflects the actual work performed in the field by the contractor and the actual quantities used; and

WHEREAS, the original contract with Hank's Plumbing & Heating Co., Inc. was \$338,700.00, and with the **deduction** of this Second & Final Change Order in the amount of \$11,813.71, the final contract cost is \$326,886.29 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 make final payment to the contractor and close out the completed project; and

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

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

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

Section 1. The City Manager is hereby authorized and directed to approve this Second & Final Change Order for work performed for the (Cedar Point) CP#14 Ejector Station Improvement Project and to **deduct** from the contract amount the sum of Eleven Thousand Eight Hundred Thirteen and 71/100 Dollars (\$11,813.71) resulting in the final contract cost of Three Hundred Twenty Six Thousand Eight Hundred Eighty Six and 29/100 Dollars (\$326,886.29) with Hank's Plumbing & Heating Co., Inc. of Toledo, Ohio.

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

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

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

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

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

Passed: August 27, 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: August 15, 2018

Subject: Commission Agenda Item – Lincoln Street Water and Sewer Replacement Project

ITEM FOR CONSIDERATION: Requesting legislation for approval of Change Order No. 1 and Final, for the Lincoln Street Water and Sewer Replacement Project.

BACKGROUND INFORMATION: This project was awarded to Ed Burdue & Co., Inc. at the June 12, 2017 city commission meeting per ordinance 17-117 in the amount of \$160,907.70.

The existing 4" waterline on Lincoln Street from Shelby Street to Pearl Street was replaced with a new 8" waterline and new water services to the meter pits. The existing 6" VIT sewer line and brick manholes were in poor condition and replaced with a new 8" PVC sewer line and new precast manhole structures. The sewer lateral services were reconnected to the new sewer line. New concrete sidewalk, drive approaches and ADA compliant curb ramps were installed. Lincoln Street was milled with pavement repairs completed and resurfaced with a new asphalt surface course. The change order is the result of final quantities completed in the field and for a time extension until May 18th, 2018 for the contractor to complete the asphalt resurfacing. The asphalt plants closed in 2017 before the contractor could get the resurfacing completed. The original completion date was September 1, 2017.

BUDGETARY INFORMATION: Change Order No. 1, a deduction of \$9,943.87, will revise the original contract amount of \$160,907.70 to \$150,963.83. The final costs are paid by the Water Fund in the amount of \$107,833.46 and Sewer Funds in the amount of \$43,130.37.

ACTION REQUESTED: It is requested that legislation be prepared to allow for the approval of Change Order No. 1 for final quantities for the Lincoln Street Water and Sewer Replacement Project. It is further requested that this be passed in accordance with Section 14 of the City Charter so that the contractor can be paid for work already completed in the field.

I concur with this recommendation:

Eric Wobser
City Manager

Aaron M. Klein
Director of Engineering

cc: K. Kresser, Commission Clerk; H. Solowiej, Finance Director; T. Hayberger, Acting Law Director

Change Order No. 1 & FinalCONTRACT: 2879
ORDINANCE NO. 17-117Contractor: **Ed Burdue & Co.**

3025 Venice Road Sandusky, Ohio 44870

STREET OR LOCATON OF WORK: **Lincoln Street Water & Sewer Replacement Project**

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

Bld Item No.	ODOT Item No.	Plan Quantity	Actual Quantity	Difference In Quantity	Unit	Description	Unit Price	Bid Price	Total ADDITION	Total DEDUCT
1	604	4.00	4.00	0.00	EA	Manhole adjusted to grade & new frame& lid	\$752.50	\$3,010.00		
2	609	27.00	43.50	16.50	LF	Type 2 Curb & Gutter	\$26.00	\$702.00	\$429.00	
3	609	9.00	67.00	58.00	LF	Type 6 Curb	\$23.00	\$207.00	\$1,334.00	
4	608	1798.80	1517.61	-281.19	SF	4" Sidewalk	\$5.50	\$9,893.40		-\$1,546.55
5	608	332.00	938.00	606.00	SF	6" Sidewalk/Drive	\$6.50	\$2,158.00	\$3,939.00	
6	608	197.00	197.00	0.00	SF	Curb Ramp	\$6.25	\$1,231.25		
7	608	32.00	32.00	0.00	SF	Truncated Domes-red	\$26.00	\$832.00	\$0.00	
8	638	2.00	2.00	0.00	EA	3 piece water valve adjust to grade	\$200.00	\$400.00		
9	202	27.00	48.00	21.00	LF	Type 2 Curb & Gutter-removal	\$10.00	\$270.00	\$210.00	
10	202	26.00	84.00	58.00	LF	Type 6 Curb-removal	\$7.00	\$182.00	\$406.00	
11	202	1995.80	1973.15	-22.65	SF	4" Sidewalk-removal includes walk at handicapped ramps	\$1.25	\$2,494.75		-\$28.31
12	202	332.00	444.00	112.00	SF	6" Sidewalk/Drive-removal	\$3.00	\$996.00	\$336.00	
13	411	33.25	24.44	-8.81	CY	Stabilized Crushed Aggregate	\$34.00	\$1,130.50		-\$299.54
14	202	1078.00	1191.60	113.60	SY	Pavement Planing-2.5"	\$7.00	\$7,546.00	\$795.20	
15	251	6.00	25.10	19.10	CY	Partial Depth repair	\$504.00	\$3,024.00	\$9,626.40	
16	407	53.88	60.50	6.62	GAL	Tack Coat for Intermediat Course 0.05 Gal/SY	\$2.10	\$113.15	\$13.90	
17	407	86.20	97.00	10.80	GAL	Tack Coat per 702.13 0.08 Gal/SY	\$2.10	\$181.02	\$22.68	
18	441	74.83	75.65	0.82	Ton	Asphalt 1.25" PG64-22 Type 1 Intermediate Course (448)	\$99.75	\$7,464.29	\$81.80	
19	441	74.83	75.16	0.33	Ton	Asphalt 1.25" PG64-22 Type 1 Surface Course (448)	\$126.00	\$9,428.58	\$41.58	
20	611	19.00	19.00	0.00	VLF	Sanitary Manhole	\$625.95	\$11,893.05		
21	611	173.00	176.50	3.50	LF	8" sewer PVC SDR 35 Type B	\$49.35	\$8,537.55	\$172.73	
22	611	1.00	1.00	0.00	LS	Bypass pumping	\$2,000.00	\$2,000.00		
23	MISC	4.00	3.00	-1.00	EA	Sewer lateral investigation-pre and post construction	\$100.00	\$400.00		-\$100.00
24	611	59.00	14.00	-45.00	LF	6" Conduit Type B, new wye , ferro connections	\$33.35	\$1,967.65		-\$1,500.75
25	202	114.00	0.00	-114.00	LF	Abandon & grout in place existing 6" sewer main	\$7.00	\$798.00		-\$798.00
26	611	10.00	17.50	7.50	LF	12" sewer PVC SDR 35 Type B-to reconnect CB, ferro connection	\$40.00	\$400.00	\$300.00	
27	638	1.00	1.00	0.00	EA	8" x 6" Tee (connect proposed hydrants)	\$951.94	\$951.94		
28	638	1.00	1.00	0.00	EA	Hydrant Assembly with 6" WV	\$4,277.43	\$4,277.43		
29	638	410.00	401.00	-9.00	LF	8" DIP Watermain	\$55.75	\$22,857.50		-\$501.75
30	638	36.00	19.53	-16.47	LF	6" DIP watermain-hydrant line & Pearl St	\$52.00	\$1,872.00		-\$856.44
31	638	18.00	0.00	-18.00	LF	12" DIP Watermain-Shelby St	\$100.00	\$1,800.00		-\$1,800.00
32	638	1.00	1.00	0.00	EA	6"x6"x6" Tapping Sleeve & 6" water valve	\$2,583.75	\$2,583.75		
33	638	1.00	1.00	0.00	EA	8"x12"x12" Tapping Sleeve & 8" water valve	\$3,233.30	\$3,233.30		
34	638	1.00	1.00	0.00	EA	22 1/2" Bend (12") with Anchoring Apparatus	\$801.85	\$801.85		
35	638	2.00	2.00	0.00	EA	45" Bend (8") with Anchoring Apparatus	\$801.85	\$1,603.70		
36	638	1.00	1.00	0.00	EA	Water Manhole with Water Valve removal	\$1,000.00	\$1,000.00		
37	638	1.00	1.00	0.00	EA	3 Piece Valve Box & Water Valve removal	\$400.00	\$400.00		
38	638	1.00	1.00	0.00	EA	8"x6" Reducer	\$474.00	\$474.00		
39	638	86.00	103.00	17.00	LF	3/4" Copper Water Service "K" copper & Fittings	\$24.50	\$2,107.00	\$416.50	
40	638	5.00	5.00	0.00	EA	Water meter to be relocated & reset including new water pit	\$500.00	\$2,500.00		
41	638	2.00	2.00	0.00	EA	4" Caps	\$250.00	\$500.00		
42	638	1.00	1.00	0.00	LS	Required taps for testing per ANSI/AWWA C651-14 Disinfecting	\$500.00	\$500.00		
43	653	6.64	4.75	-1.89	CY	4" Topsoil furnished and placed	\$40.00	\$265.60		-\$75.60
44	659	59.72	43.11	-16.61	SY	Seeding and Mulching	\$2.00	\$119.44		-\$33.22
45	832	2000.00	0.00	-2000.00	EA	Erosion Control	\$1.00	\$2,000.00		-\$2,000.00
46	614	1.00	1.00	0.00	LS	Maintaining Traffic	\$1,750.00	\$1,750.00		
47	624	1.00	1.00	0.00	LS	Mobilization	\$3,250.00	\$3,250.00		
48	623	1.00	1.00	0.00	LS	Construction Layout Stakes	\$2,000.00	\$2,000.00		
49	203	50.00	72.24	22.24	CY	Rock Excavation	\$100.00	\$5,000.00	\$2,224.00	
50	MISC	1.00	0.00	-1.00	LS	Contingency-to be used as directed by the Engineer	\$20,000.00	\$20,000.00		-\$20,000.00
51	MISC	1.00	0.00	-1.00	LS	GIS & Asbuilt Information	\$1,800.00	\$1,800.00		-\$1,800.00
Change Orders										
CO1	Item 1	N/A	N/A	N/A	N/A	Time Extension-May 18, 2018	0	\$0.00		
CO1	Item 2	0.00	22.00	22.00	LF	Inlet protection	\$11.25	\$0.00	\$247.50	
CO1	Item 3	0.00	1.00	1.00	EA	Shelby St-sleeve for 12" waterline	\$800.00	\$0.00	\$800.00	

Totals= \$160,907.70 \$21,396.29 -\$31,340.16

Total Difference= -\$9,943.87

Original Contract Amount= \$160,907.70

Total Addition Amount= -\$9,943.87

Revised Contract Amount= \$150,963.83

Explanation: Change order reflects work performed in the field.

Accepted; _____ Date: _____, 2018
ContractorAccepted; _____ Date: _____, 2018
City Engineer

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO APPROVE THE FIRST & FINAL CHANGE ORDER FOR WORK PERFORMED BY ED BURDUE & CO., LLC, OF SANDUSKY, OHIO, FOR THE LINCOLN STREET WATER AND SEWER REPLACEMENT PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City Commission declared the necessity to proceed with the proposed Lincoln Street Water and Sewer Replacement Project by Resolution No. 018-17R, passed on March 13, 2017; and

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

WHEREAS, this City Commission approved the awarding of the contract to Ed Burdue & Co., LLC, of Sandusky, Ohio, for work being performed for the Lincoln Street Water and Sewer Replacement Project by Ordinance No. 17-117, passed on June 12, 2017; and

WHEREAS, this First & Final Change Order reflects the actual work performed in the field by the contractor and the actual quantities used and for the extension of the final completion date from September 1, 2017, to May 18, 2018, as the asphalt plants closed in 2017 before the contractor was able to complete the resurfacing; and

WHEREAS, the original contract with Ed Burdue & Co., LLC, was \$160,907.70, and with the **deduction** of this First & Final Change Order in the amount of \$9,943.87, the final contract cost is \$150,963.83 and will be paid with Water Funds in the amount of \$107,833.46 and Sewer Funds in the amount of \$43,130.37; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to make final payment to the contractor and close out the completed project; and

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

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

Section 1. The City Manager is hereby authorized and directed to approve this First & Final Change Order for work performed for the Lincoln Street Water and Sewer Replacement Project and to **deduct** from the contract amount the sum of Nine Thousand Nine Hundred Forty Three and 87/100 Dollars (\$9,943.87) resulting in the final contract cost of One Hundred Fifty Thousand Nine Hundred Sixty Three and 83/100 Dollars (\$150,963.83) with Ed Burdue & Co., LLC, of Sandusky, Ohio, and to extend the final completion date from September 1, 2017, to May 18, 2018.

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

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

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

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

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

Passed: August 27, 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: Jeff Keefe, P.E., CPESC, CPSWQ

Date: August 15, 2018

**Subject: Commission Agenda Item –OPWC Application, Round 33
Buchanan Street Reconstruction Project – Hayes Avenue to Campbell Street**

ITEM FOR CONSIDERATION: A Resolution approving the submission of one application to participate in the Ohio Public Works Commission (OPWC) Round 33 State Capital Improvement Program (SCIP) and/or Local Transportation Improvement Program (LTIP) and to execute contracts as required. The application is for the Buchanan Street Reconstruction Project, Hayes Avenue to Campbell Street.

BACKGROUND INFORMATION: Buchanan Street is currently in need of replacement. The concrete roadway has extensive broken concrete pavement and has developed an uneven surface. During the 2015 Street Condition Survey, the Hayes to Thomas section was rated at 51 out of 100, with a current anticipated rating of 43. The ride ability index (IRI) in 2015 was 6.13. This roadway section has become a major access point to the high school, middle school and bus traffic during the construction of the new intermediate school. When construction is complete, access will be maintained, with additional bus traffic to the front of the new school directly off of Buchanan.

We feel this is our best opportunity to leverage funds and optimize City capital dollars. The plan for the section between Hayes and Thomas is to remove the concrete pavement, repair subbase material where needed and reconstruct with new asphalt pavement. The existing concrete curb will be sawed where feasible to be used for the concrete curb and gutter. Sidewalks and ADA-accessible ramps will be replaced where needed and determined in the field. For the section between Thomas and Campbell, we are proposing the replacement of isolated joints and panels similar to what was done on the west end of Venice Heights Blvd. This work would be dependent on the final funding and bid costs.

If awarded, the project would be constructed during the second half of 2019 since funds would not become available until July. If funds are not awarded from OPWC, the entire project would be funded with Capital funds in the FY19 budget. This is the same funding source we used for improvements to Campbell Street, Caldwell, Phase II and Fifth Street.

BUDGETARY INFORMATION: There is no cost to submit the application. Notification of award would be in December 2018, giving sufficient time allocate resurfacing dollars during the City's CY2019 budget process. If awarded, the project would be constructed during the second half of 2019 since funds would not become available until July. If awarded, any matching funds required would be incorporated into the 2019 budget. The cost of this project is estimated to be \$350,000.00 and we are requesting a 50/50

split. Therefore, the cost to the city would be \$175,000. The application will be written to maximize the amount of points received, increasing the possibility of being awarded, based on grant money requested versus available capital funds.

ACTION REQUESTED: It is recommended that the authorization for preparation and submittal for OPWC Round 33 applications be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to submit this application package to an OPWC representative by the Sept 7, 2018 deadline.

I concur with this recommendation:

Eric Wobser
City Manager

Aaron M. Klein, P.E.
Director

cc: K. Kresser, Commission Clerk; H. Solowiej, Finance Director; T. Hayberger, Acting Law Director

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION BY THE CITY MANAGER FOR FINANCIAL ASSISTANCE AND TO ENTER INTO A PROJECT AGREEMENT WITH THE OHIO PUBLIC WORKS COMMISSION IN ORDER TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION'S STATE CAPITAL IMPROVEMENT AND/OR LOCAL TRANSPORTATION IMPROVEMENT PROGRAMS AUTHORIZED BY CHAPTER 164 (AID TO LOCAL GOVERNMENT IMPROVEMENTS) OF THE OHIO REVISED CODE FOR THE THORPE DRIVE CULVERT REPLACEMENT PROJECT; AND DECLARING THAT THIS RESOLUTION TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the existing culvert on Thorpe Drive between Venice Road and Venice Heights Boulevard is a corrugated metal multi plate arch structure originally installed in 1956 and in February of 2017 the Ohio Department of Transportation (ODOT) completed a Bridge Load Summary Report for this structure and due to the heavy corrosion noted in the culvert pipe, ODOT recommended installing weight limit signs for the bridge, which was completed in February by the City's Street Department, and in addition recommended replacing the culvert with a new concrete box culvert or slipping a new smaller culvert inside the existing one; and

WHEREAS, the proposed Thorpe Drive Culvert Replacement Project involves the complete replacement of the Thorpe Drive culvert and includes replacing the existing sidewalk on the west side of Thorpe Drive and installing new sidewalk on the east side where currently there is a gap in the sidewalk, resurfacing Thorpe Drive from Venice Road to Venice Heights Boulevard, and complete pavement reconstruction over the new culvert on Thorpe Drive; and

WHEREAS, this City Commission approved an agreement for professional design services with K.E. McCartney & Associates, Inc., of Mansfield, Ohio, for the Thorpe Drive Culvert Replacement Project by Ordinance No. 17-137, pass on July 10, 2017; and

WHEREAS, the estimated cost for the Thorpe Drive Culvert Replacement Project is \$325,000.00 and the City is requesting funds in the amount of \$162,500.00, which is 50% of the estimated project cost; and

WHEREAS, a certified copy of the legislation approving the project is required by the governing body of the applicant; and

WHEREAS, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order for the grant application and Resolution to be submitted to the Ohio Public Works Committee by the deadline of September 7, 2018; and

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

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

Section 1. This City Commission hereby approves the submission of an application for financial assistance with the Ohio Public Work's Commission's State Capital Improvement and/or Local Transportation Improvement Programs as provided in Chapter 164 of the Ohio Revised Code for the Thorpe Drive Culvert Replacement Project, authorizes and directs the City Manager to file the application for assistance and authorizes and directs the City Manager and/or Finance Director to provide any necessary information and assurances and to execute appropriate project agreements if assistance is awarded by the Ohio Public Works Commission.

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

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

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

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

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

Passed: August 27, 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: August 13, 2018
Subject: **Commission Agenda Item –OPWC Application, Round 33**
Thorpe Drive Culvert Replacement and Resurfacing Project

ITEM FOR CONSIDERATION: A Resolution approving the submission of one application to participate in the Ohio Public Works Commission (OPWC) Round 33 State Capital Improvement Program (SCIP) and/or Local Transportation Improvement Program (LTIP) and to execute contracts as required for the Thorpe Drive Culvert Replacement and Resurfacing Project

BACKGROUND INFORMATION: At the City Commission meeting on July 10, 2017, Ordinance No. 17-137, the city entered a design services agreement with K.E. McCartney & Associates, Inc. (KEM) for the Thorpe Drive Culvert Replacement Project. The existing culvert is corrugated metal multi plate arch structure located on Thorpe Drive between Venice Road and Venice Heights Boulevard. It was original installed in 1956 and recently in February 2017 the Ohio Department of Transportation (ODOT) completed a Bridge Load Summary Report for this structure. Due to the heavy corrosion noted in the culvert pipe, ODOT recommended installing weight limit signs for the bridge which was completed in February by the City's street department. They also recommended replacing the culvert with a new concrete box culvert or slipping a new smaller culver inside the existing one. Due to problems with quality control when pumping grout into the annular spaces between the existing culvert and a new one, it was determined to do a complete replacement of the culvert. The proposed work for the culvert replacement project will also involve replacing the existing sidewalk on the west side of Thorpe Drive and installing new sidewalk on the east side where currently there is a gap in the sidewalk. The resurfacing portion of this project will resurface Thorpe Drive from Venice Road to Venice Heights Boulevard. The section of Thorpe Drive over the culvert will have a complete pavement reconstruction over the new culvert.

BUDGETARY INFORMATION: There is no cost to submit the application. Notification of award would be in December 2018. If awarded, the project would be constructed during the second half of 2019 since funds would not become available until July. If awarded, any matching funds required would be incorporated into the 2019 budget. The cost of this project is estimated to be \$325,000.00 and we are requesting a 50/50 split; the cost to the city would be \$162,500.00 to be paid with Sewer Funds. If funds are not awarded from OPWC, the cost of the culvert project \$233,000.00 would be paid with the Sewer Fund and the resurfacing portion excluding the culvert area would not be completed.

ACTION REQUESTED: It is recommended that the authorization for preparation and submittal for OPWC Round 33 applications be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to submit this Application Package to OPWC representative by the Sept 7, 2018 deadline.

I concur with this recommendation:

Eric Wobser

City Manager

Aaron M. Klein, P.E.

Director

cc: K. Kresser, Commission Clerk; H. Solowiej, Finance Director; T. Hayberger, Acting Law Director

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION BY THE CITY MANAGER FOR FINANCIAL ASSISTANCE AND TO ENTER INTO A PROJECT AGREEMENT WITH THE OHIO PUBLIC WORKS COMMISSION IN ORDER TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION'S STATE CAPITAL IMPROVEMENT AND/OR LOCAL TRANSPORTATION IMPROVEMENT PROGRAMS AUTHORIZED BY CHAPTER 164 (AID TO LOCAL GOVERNMENT IMPROVEMENTS) OF THE OHIO REVISED CODE FOR THE BUCHANAN STREET RECONSTRUCTION PROJECT – HAYES AVENUE TO CAMPBELL STREET; AND DECLARING THAT THIS RESOLUTION TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, Buchanan Street has extensive broken concrete pavement and has developed an uneven surface and the section from Hayes Avenue to Thomas Street was rated 51 out of 100 during the 2015 Street Condition Survey, with a current estimated rating of 43; and

WHEREAS, the proposed Buchanan Street Reconstruction Project – Hayes Avenue to Campbell Street involves the removal of concrete pavement, repairing subbase material where needed to the section between Hayes Avenue and Thomas Street, reconstruction with new asphalt pavement along with replacing sidewalks and handicap ramps where needed, and possibly replacement of isolated joints and panels for the section between Thomas Street and Campbell Street; and

WHEREAS, the estimated cost for the Buchanan Street Reconstruction Project – Hayes Avenue to Campbell Street is \$350,000.00 and the City is requesting funds in the amount of \$175,500.00, which is 50% of the estimated project cost; and

WHEREAS, a certified copy of the legislation approving the project is required by the governing body of the applicant; and

WHEREAS, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order for the grant application and Resolution to be submitted to the Ohio Public Works Committee by the deadline of September 7, 2018; and

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

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

Section 1. This City Commission hereby approves the submission of an application for financial assistance with the Ohio Public Work's Commission's State Capital Improvement and/or Local Transportation Improvement Programs as

provided in Chapter 164 of the Ohio Revised Code for the Buchanan Street Reconstruction Project – Hayes Avenue to Campbell Street, authorizes and directs the City Manager to file the application for assistance and authorizes and directs the City Manager and/or Finance Director to provide any necessary information and assurances and to execute appropriate project agreements if assistance is awarded by the Ohio Public Works Commission.

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

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

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

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

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

Passed: August 27, 2018



COMMUNITY DEVELOPMENT

Division of Code Enforcement

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

TO: Eric Wobser, City Manager
FROM: Amanda McClain, Housing Manager
DATE: August 15, 2018
RE: City Commission Agenda Item

ITEM FOR CONSIDERATION: The purpose of this communication is to request approval of legislation allowing the City Manager to execute a 'Purchase & Sale Agreement' for one (1) parcel of land currently in the City of Sandusky's Land Reutilization Program, that is no longer needed for any municipal purpose located at 1201 E. Parish Street and further identified by the Auditor as Erie County Parcel No. 57-03707.000.

BACKGROUND INFORMATION: Pursuant to Ordinance No. 07-026 passed June 11, 2007, the City is conducting a Land Reutilization Program in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. The City Commission approved acquisition of the parcel on January 13, 2014 pursuant to Resolution No. 001-14R and received a Judgment Entry on July 30, 2013, by foreclosure for delinquent real estate taxes. Firelands Habitat for Humanity has requested acquisition of this vacant nonproductive land and the Land Bank Committee approved the acquisition and sale on August 15, 2018.

A condemned residential structure was demolished on this parcel leaving a buildable lot size of approximately 80' x 130'. Firelands Habitat for Humanity will construct a single family residential structure on the parcel that will be owner occupied. Firelands Habitat for Humanity has previously purchased six (6) parcels of vacant nonproductive land from the Land Reutilization Program and have successfully built single-family, owner occupied structures on the lots located at 1722 Pierce Street, 1312 McKinley Street, and 2242 Wilbert Street (built on two combined parcels), 1915 Clay Street and 506 Meigs Street.

The property will be sold for four thousand five hundred dollars (\$4,500.00), which is the fair market value that was determined by a market analysis performed by realtor John Bauer.

The sale of the parcel to Firelands Habitat for Humanity will provide new residential in-fill housing that will protect and enhance surrounding property values. Not only will this vacant non-productive parcel be put back into tax producing status, but the new residential construction will provide increased revenue for the taxing districts.

BUDGET IMPACT: The cost associated with this purchase & sale agreement is the total amount of the title search, closing costs, deed preparation, and any other customary fees that may be due and payable in the ordinary course of the sale and purchase transaction. The City will recoup the cost of the expenses from the sale. The taxing districts will begin collecting approximately one thousand two hundred ninety nine dollars and thirty two cents (\$1299.32) per year in real estate taxes, which may increase once construction of the residence is completed.

ACTION REQUESTED: It is requested legislation be adopted allowing the City Manager to enter into a purchase & sale agreement with Firelands Habitat for Humanity to sell the property no longer needed for any municipal purpose located at 1201 E. Parish Street, and further identified by the Auditor as Erie County Parcel No. 57-03707.000 for a purchase price of four thousand five hundred dollars (\$4,500.00). It is usual and customary to complete the closing of a real estate sale within thirty (30) days, therefore it is further requested that the legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter in order to promptly execute the closing.

Amanda J. McClain, Housing Manager

I concur with this recommendation:

Matthew D. Lasko

Chief Development Officer

Eric L. Wobser, City Manager

ORDINANCE NO. _____

AN ORDINANCE DECLARING THAT CERTAIN REAL PROPERTY OWNED BY THE CITY AS PART OF THE LAND REUTILIZATION PROGRAM IDENTIFIED AS PARCEL NO. 57-03707.000, LOCATED AT 1201 E. PARISH STREET IS NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE AND AUTHORIZING THE EXECUTION OF A PURCHASE AND SALE AGREEMENT WITH RESPECT TO THAT REAL PROPERTY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, pursuant to Ordinance No. 07-026 passed June 11, 2007, the City is conducting a Land Reutilization Program in accordance with the provisions of Chapter 5722 of the Ohio Revised Code; and

WHEREAS, this City Commission previously authorized the acquisition of the property located at 1201 E. Parish Street, Parcel No. 57-03707.000 by Resolution No. 001-14R, passed on January 13, 2014, under said Land Reutilization Program, which property is more specifically described in Exhibit "A" (the "Property") attached to a certain Purchase Agreement, a copy of which is marked Exhibit "1" with respect thereto (the "Purchase Agreement"), which property is no longer needed for any municipal purposes; and

WHEREAS, Firelands Habitat for Humanity has requested to acquire this vacant nonproductive land for the purpose to construct a single-family residential structure that will be owner occupied; and

WHEREAS, a market analysis was performed on the property in which the estimated fair market value was determined to be \$4,500.00; and

WHEREAS, the Land Bank Committee met on August 15 2018, and approved the acquisition and sale of this property to Firelands Habitat for Humanity; and

WHEREAS, the total cost associated with this purchase and sale agreement is the cost of the title search, closing costs, deed preparation, and any other customary fees that may be due and payable in the ordinary course of the sale and purchase transaction and any such costs will be recouped by the City upon sale; 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 promptly execute the closing within (30) days as usual and customary in the sale of real estate; and

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

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

Section 1. This City Commission finds, determines and declares that the Property, Parcel No. 57-03707.000, located at 1201 E. Parish Street, Sandusky, more specifically described in Exhibit "A", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, is no longer needed for any municipal purpose and that the execution of the Purchase Agreement providing for the sale, pursuant to Section 25 of the Charter of this City, to the Purchaser of the Property at the purchase price set forth in the Purchase Agreement, is in the economic interest of the City and in furtherance of the City's Land Reutilization Program referenced in those preambles in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. The City Manager is hereby authorized and directed to execute the Purchase Agreement on behalf of the City, 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 City's public purpose. Upon the exercise by the Purchaser to purchase the Property pursuant to that Purchase Agreement, the City Manager is also hereby authorized and directed on behalf of the City to execute a quit claim deed conveying the Property to the Purchaser, which quit claim deed shall be in a form satisfactory to the Law Director. The City Manager, Law Director, Finance Director, and other City officials, as appropriate, are each hereby authorized to execute and deliver such instruments, certificates and other documents and take such actions as are necessary and in the best interests of the City in order to carry out and consummate the foregoing actions authorized by this Ordinance.

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

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

law.

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

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

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

Passed: August 27, 2018

PURCHASE AND SALE AGREEMENT

This Agreement is made and entered into this ____ day of _____ 2018, by and between the City of Sandusky, Erie County, Ohio, a Municipal Corporation, 222 Meigs Street, Sandusky, Ohio hereinafter referred to as the "Seller" and Firelands Habitat for Humanity, a Non-profit Corporation, 7602 Milan Road, Sandusky, Ohio 44870 hereinafter referred to as the "Purchaser".

WITNESSETH:

In consideration of the premises and the mutual promises and covenants hereinafter contained, the parties do hereby agree as follows:

1. The Seller agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Seller, one unimproved parcel of real property located at 1201 E. Parish Street, Sandusky, Ohio, and identified as Erie County Parcel No. 57-03707.000, and more fully described in the legal description marked Exhibit "A" and attached hereto.
2. The total purchase price for the real property located at 1201 E. Parish Street, Sandusky, Ohio, shall be Four Thousand Five Hundred and 00/100 dollars (\$4,500.00), which is not less than the fair market value.
3. Seller shall furnish to Purchaser a quit claim deed conveying to Purchaser all of the Seller's interest in the Property. The Property shall be free and clear of the liens, taxes, assessments, penalties and interest prior to the date of closing. Purchaser shall pay all of the taxes and assessments due and payable after the date of closing.
4. Purchaser shall construct one (1) single-family residential dwelling on the Property in accordance with the plans attached hereto and incorporated herein as Exhibit "B", which shall be owner occupied. Completion of construction shall occur within twelve (12) months from the date Purchaser acquires title. If the Purchaser fails to complete construction within twelve (12) months from the date Purchaser acquires title, the title to the Property together with all improvements made or erected shall automatically be forfeited and revert to and vest in the City of Sandusky. The City shall have the right to

re-enter and take possession of the property. An extension of twelve (12) additional months may be granted by the Land Bank Committee upon written request from the Purchaser.

5. The closing date of this transaction shall be no later than September 24, 2018 or at such other time as may be mutually agreed upon, in writing, by the parties. The escrow agent herein shall be Fidelity National Title Insurance Company of Sandusky, Ohio, 402 Columbus Avenue, Sandusky, Ohio 44870. All funds and documents required to close this transaction shall be deposited with said escrow agent on or before the closing date. An executed counterpart of this Agreement shall be deposited with the escrow agent by the Seller and this Agreement shall serve as the escrow instructions. The escrow agent may attach its standard conditions of acceptance thereto; provided, however, that in the event such standard conditions are inconsistent or in conflict with the terms of this Agreement, this Agreement shall control.

5. The Seller and the Purchaser represent that no real estate broker or agent was involved in this transaction and that no brokerage fees, commissions, or other compensation is due any real estate broker or agent because of this transaction.

6. On the closing date, the escrow agent shall file for record the deeds, and other instruments, if any, required to be recorded pursuant to this Agreement and thereupon deliver to each of the parties, the funds and documents to which they shall be respectively entitled, together with its escrow statement.

7. The expenses of closing shall be paid in the following manner:

- 1) The cost of securing a title insurance commitment and policy of insurance shall be paid by Purchaser.
- 2) The cost of preparing, executing, and acknowledging any deeds or other instruments required to convey title to Purchaser in the manner described in this Agreement shall be paid by Purchaser.
- 3) Each party hereto shall be responsible for their own attorney fees relating to this Agreement and its implementation.
- 4) The cost of transfer and recording of the deed shall be paid by Purchaser.

- 5) Any tax imposed on the conveyance of title to the property to Purchaser shall be paid by Purchaser.
 - 6) Any fee charged by the escrow agent shall be equally shared between the Seller and the Purchaser.
8. Purchaser shall be entitled to possession of the Property upon the closing of this transaction.
9. The Purchaser has examined the Property, has had the opportunity to fully inspect and ask questions about conditions of the same, and acknowledges that they are accepting the Property "AS IS" subject to no warranties as of the date of the execution of this Agreement and that there have been no representations by the Seller as to the condition of this property.
11. In the event that the Purchaser breaches this Agreement by not closing this transaction on or before September 24, 2018, earnest money deposited, if any, shall be immediately paid to the Seller, which payment may be treated as liquidated damages (the precise amount of damages being difficult or impossible to ascertain).
12. This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof, and no agreements or understandings nor any representations concerning the same shall be binding upon the parties unless specifically set forth herein.
13. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instruments.
14. This Agreement shall be binding upon and inure to the benefit of Seller and Purchaser and their respective heirs, legal representative, and assigns.

SIGNATURE PAGES TO FOLLOW

SELLER:

CITY OF SANDUSKY

Eric L. Wobser
City Manager

STATE OF OHIO)
) ss:
ERIE COUNTY)

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

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

NOTARY PUBLIC

PURCHASER:

FIRELANDS HABITAT FOR HUMANITY

Michael G. McCall
Executive Director

STATE OF OHIO)

) ss:

ERIE COUNTY)

On this _____ day of _____, 2018, before me, a Notary Public in and for said County and State, personally appeared Michael G. McCall, Executive Director of Firelands Habitat for Humanity and acknowledged his execution of the foregoing instrument as said Executive Director of said Firelands Habitat for Humanity on behalf of said Firelands Habitat for Humanity and by its authority and that the same is his voluntary act and deed as said Executive Director on behalf of said Firelands Habitat for Humanity and the voluntary act and deed of said Firelands Habitat for Humanity.

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

NOTARY PUBLIC

Approved as to Form:

Trevor M. Hayberger (#0078252)
Acting Law Director
City of Sandusky

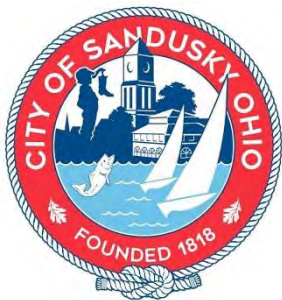
EXHIBIT A

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

Known as being in the Sandusky Business Men's Association Subdivision of Outlot Number 13 east of Sycamore Line and being Lot Numbers 1043 and 1044 Parish St.

Property Address: 1201 Parish Street, Sandusky
Tax ID: 57-03707.000

DRAFT



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

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

TO: Eric L. Wobser, City Manager
FROM: Hank S. Solowiej, CPA, Finance Director
DATE: August 16, 2018
RE: Commission Agenda Item

ITEM FOR CONSIDERATION:

An ordinance approving a new agreement with the Ashley Group of Sandusky, Ohio, for consulting and brokerage services related to the City's health insurance program.

BUDGETARY INFORMATION:

The cost will be \$4,000 per month for 2019, 2020, and 2021 and will be paid from the Health Insurance Fund.

ACTION REQUIRED:

It is requested that the City Commission approve the necessary legislation to avoid any lapse in coverage and planning for the 2019 year can begin.

CC: Trevor Hayberger, Acting Law Director

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND APPROVING A CONSULTING AND BROKERAGE AGREEMENT WITH THE ASHLEY GROUP OF SANDUSKY, OHIO, FOR THE ADMINISTRATION OF THE CITY'S HEALTH INSURANCE PROGRAM FOR THE PERIOD OF NOVEMBER 1, 2018, THROUGH OCTOBER 31, 2021.

WHEREAS, the Finance Committee, utilizing the services of insurance consultants, Crain, Langner & Associates who facilitated the process and reviewed the proposals, and at their meeting on October 23, 2015, unanimously recommended The Ashley Group to administer the City's health insurance program for the calendar year 2016; and

WHEREAS, the City Commission approved a Consulting and Brokerage Agreement with The Ashley Group of Sandusky, Ohio, for the administration of the City's Health Insurance Program for calendar year 2016 by Ordinance No. 15-164, passed on November 23, 2015; and

WHEREAS, the initial term of this agreement is for three (3) years and thereafter will remain in effect until terminated; and

WHEREAS, the cost for the administration services is \$4,000.00 per month for a total amount of \$48,000.00 annually and will be paid with Health Insurance Funds; 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. This City Commission authorizes and approves a Consulting and Brokerage Agreement with The Ashley Group of Sandusky, Ohio, for the administration of the City's Health Insurance Program for the period of November 1, 2018, through October 31, 2021, copy of which is marked Exhibit "1" and is attached to this Ordinance, and is specifically incorporated as if fully rewritten herein, together with such revisions or additions thereto as are approved by the Law Director as not being substantially adverse to the City and as being consistent with the purpose thereof as set forth in the preamble hereto and authorizes the City Manager and/or Finance Director to expend funds in the amount of \$4,000.00 per month for a total annual amount **not to exceed** Forty Eight Thousand and 00/100 Dollars (\$48,000.00) to The Ashley Group of Sandusky, Ohio.

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

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

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

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

Consulting and Brokerage Agreement

This Consulting Agreement (Agreement) is between City of Sandusky (Client) and The Ashley Group (Consultant), effective date to be November 1, 2018.

WHEREAS, Client wishes to obtain the assistance of Consultant with strategic benefit planning, design, funding, administration and communication with respect to its employee benefit programs;

WHEREAS, Consultant has superior knowledge and expertise in assisting employers with designing and servicing employee benefit plans; and

WHEREAS, the parties wish to set forth their respective expectations;

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties hereby agree as follows:

1. Scope of Services to be Provided by Consultant

Consultant will provide Client with the consulting and brokerage services listed below:

- A.** Review and analyze current program including a detailed review of the existing plan design
- B.** Identify and prioritize the Client's objectives for benefit plans
- C.** Develop near and long-term benefit strategy
- D.** Integrate benefit program into the Client's overall employee compensation program
- E.** Analyze historical costs
- F.** Analyze appropriate funding mechanisms including cash-flow, risk transfer and fixed costs
- G.** Compare plan performance to Client objectives on an annual (quarterly) basis
- H.** Analyze vendors and networks to develop potential alternatives
- I.** Provide detailed quarterly claims experience reviews with carrier(s) and Client. Including analysis of trends, quarterly renewal projections and ERISA compliance, as necessary
- J.** Communicate with Client's Human Resources personnel regarding benefits program issues, including employee meetings and communications
- K.** Meet with Client's management or benefits personnel as requested and at regular (quarterly) intervals
- L.** Participate in in-person meetings with Client's employees, administrators, and collective bargaining unit representatives to negotiate and finalize employee benefit plans
- M.** Issue all certificates as of the effective date
- N.** Provide claim problem resolution as requested by the Client
- O.** Provide billing problem resolution
- P.** Provide coverage interpretation
- Q.** Provide on-line claims and enrollment administration access to employee benefits office
- R.** Provide full and complete subrogation action and collection from negligent party for the benefit of the Client

- S. Keep Client informed of current State, Federal and local legislative developments including the Affordable Health Care Act
- T. At renewal, negotiate with current vendors
- U. Coordinate enrollment with Client and employees and dependents
- V. Provide education to Client's benefits personnel regarding changes/new administrative procedures
- W. Provide annually/monthly/quarterly compliance deadlines
- X. Develop and implement a detailed account Stewardship Report plan, which should include, but not be limited to, the following:
 - Specific quantifiable and measurable goals and objectives for Consultant's team relating to Client's programs ("Reports"); and
 - Detailed work plans which lay out the account management plan, work schedules, areas of concentration, timing and information requirements ("Action Plan")
- Y. Provide such other services as reasonably requested by the Client that do not require a material increase in Consultant's time or do not materially deviate from the scope of services described above.

2. Client's Responsibilities

Client will make available such reasonable information as required for Consultant to conduct its services. Such data will be made available as promptly as possible. It is understood by Consultant that the time of Client's personnel is limited, and judicious use of that time is a requirement of this Agreement. Client will make timely payments of the service fees as set forth elsewhere in this Agreement.

3. Term & Termination

A. Term.

The initial term of this Agreement shall be three years, commencement date to be November 1, 2018. Thereafter, this Agreement will remain in effect until terminated as described below.

B. Termination.

This Agreement may be terminated by either party only as follows:

- a) Effective upon thirty (30) days' advance written notice to the other party stating that such other party is in material breach of any of the provisions of this Agreement, provided such breach (if able to be cured) is not cured within fifteen (15) days after the notice is received;
- b) Effective upon six (60) days' advance written notice to the other party given with or without reason; provided such notice is given after the Initial Term; or
- c) By mutual written agreement of the parties.

4. Cost of Services

- A. \$4,000/month for initial term of November 1, 2018, through October 31, 2021. Fees thereafter will be an amount mutually agreed upon in writing by both parties. Such fees should be a base fee for services and should assume Consultant would not be entitled to any commissions,

overrides, bonuses or incentives for any coverage procured on behalf of the Client. Consultant shall indicate any exceptions to this requirement.

- B.** In the event a particular insurance company whose coverage is most advantageous to the Client will not write coverage net of commission, commissions received for coverage procured by the Consultant shall be disclosed and credited against the base fee.

5. Personnel

Consultant will assign its personnel according to the needs of Client and according to the disciplines required to complete the appointed task in a professional manner. Consultant retains the right to substitute personnel with reasonable cause. The Account Management Team consists of the following individuals:

Primary Service Team: Nick Gerber, Partner
 Kelly Belote, Director of Client Services
 Ashley Grisez, Senior Account Manager

Additional Key Resources: Stephanie Oblander, Benefit Analyst
 Timothy Paradiso, President

Consultant will monitor the financial soundness of the insurers that provide the coverages selected by Client, and promptly report to Client in writing changes in the financial rating, or operational conditions of such insurers when and if such changes occur and become known to Consultant.

6. Records and Information

Consultant agrees to keep any information provided by Client confidential and to exercise reasonable and prudent cautions in protecting the confidentiality of such information. If the services provided by Consultant involve the use of protected health information, Client and Consultant agree to enter into an appropriate business associate agreement (see Exhibit A).

7. Independent Contractor.

It is understood and agreed that Consultant is engaged by Client to perform services under this Agreement as an independent contractor. Consultant shall use its best efforts to follow written, oral or electronically transmitted (i.e., sent via facsimile or email) instructions from Client as to policy and procedure.

8. Fiduciary Responsibility.

Client acknowledges that: (i) Consultant shall have no discretionary authority or discretionary control respecting the management of any of the employee benefit plans; (ii) Consultant shall exercise no authority or control with respect to management or disposition of the assets of Client's employee benefit plans; and (iii) Consultant shall exercise good faith and reasonable diligence and perform services in accordance with the highest ethical and professional standards applicable to insurance brokers and agents providing services such as those to be performed under this Agreement. It is expressly understood and agreed that Consultant shall be a fiduciary of Client and that the relationship between Client and Consultant shall be deemed a special relationship based on the confidence, trust and reliance reposed in Consultant by Client, and Consultant's providing Client with various consultative services relating to the Client's insurance program, operations, facilities,

activities, and exposures, and its overall insurance and risk management program. Consultant shall perform services under this Agreement in the sole best interest of Client.

Client agrees to notify Consultant as soon as possible of any proposed amendments to the plans' legal documents to the extent that the amendments would affect Consultant in the performance of its obligations under this Agreement. Client agrees to submit (or cause its agent, consultants or vendors to submit) all information in its (or their) control reasonably necessary for Consultant to perform the services covered by this Agreement.

9. Indemnification

Consultant agrees to indemnify, defend, and hold Client harmless from and against any and all suits, claims, actions, losses, damages, liabilities, and expenses, including attorney fees, arising from, relating to, or incurred by reason of (a) any failure of Consultant to perform any covenant or agreement of Consultant set forth herein; (b) the injury to or death of any person or entity, or any damage to or loss of property, arising from, relating to, or incurred by reason of the act, error, omission, or misrepresentation of Consultant; and (c) any breach by Consultant of any representation, warranty, covenant, or agreement under this Agreement. The foregoing shall apply to Consultant and to all of its employees, agents, and servants. The obligations of this section shall survive the term of this Agreement.

10. Entire Agreement

This constitutes the entire Agreement between the parties, and any other warranties or agreements are hereby superseded.

Subsequent amendments to this Agreement shall only be in writing signed by both parties.

City of Sandusky

Signature

Date

Title

The Ashley Group

Signature

Date

Title

Approved as to Form and Correctness:

Trevor M. Hayberger
Acting Law Director, City of Sandusky

CERTIFICATE OF DIRECTOR OF FINANCE

The undersigned, fiscal officer of the City of Sandusky, Ohio, hereby certifies that the money required to meet the obligations of the City during the year 2019 under the foregoing Agreement has been lawfully appropriated by the Council of the City for such purposes and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Director of Finance

EXHIBIT A: BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the “Agreement”) is made and entered into by and between the City of Sandusky, (“Covered Entity”) and The Ashley Group (“Business Associate”) as of the day of November 1, 2018 (the “Effective Date”). The services provided by Business Associate to Covered Entity may involve the use and disclosure of health information that is protected by federal law as defined below (“Protected Health Information”). Therefore, the parties desire to enter into this Agreement so that the Business Associate complies with HIPAA Rules as amended by the Health Information Technology for Economic and Clinical Health provisions (“HITECH”) of the American Recovery and Reinvestment Act of 2009 and the final regulations that became effective March 26, 2015. Covered Entity and Business Associate are each a “Party” and collectively the “Parties”.

The Parties have an agreement or agreements (the “Underlying Agreement”) under which Business Associate provides services for Covered Entity that involve the use and/or disclosure of Protected Health Information. The term “Underlying Agreement” specifically includes any and all written and oral agreements between the Parties, whether in existence as of the Effective Date or entered into at some future date, and all such agreements shall be collectively referred to as the “Underlying Agreement,” provided that the singular shall mean the plural as the context so requires.

A. DEFINITIONS.

1. **Breach** shall mean the acquisition, access, use or disclosure of PHI in a manner not permitted by the Privacy Rule that compromises the security or privacy of the PHI as defined, and subject to the exceptions set forth, in 45 CFR § 164.402.

2. **Breach Notification Rule** means the Breach Notification for Unsecured Protected Health Information issued by the United States Department of Health and Human Services, 45 CFR Parts 160 and 164 (Subparts A and B).

3. **Business Associate** means The Ashley Group to the extent The Ashley Group qualifies as a Business Associate of Covered Entity as defined in 45 CFR § 160.103.

4. **Covered Entity** shall generally have the same meaning as the term “covered entity” at 45 CFR § 160.103, and in reference to the party to this agreement, shall mean the City of Sandusky.

5. **HIPAA Rules** shall mean the Privacy, Security, Breach, Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

6. **Individual** shall have the same meaning as the term “individual” in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

7. **Privacy Rule** shall mean the Standards for Privacy of Individually Identifiable

Health Information at 45 CFR part 160 and part 164, subparts A and E.

8. **Protected Health Information or "PHI"** shall have the same meaning as the term "protected health information" in 45 CFR § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

9. **Required by Law** shall have the same meaning as given in 45 CFR § 164.501.

10. **Secretary** shall mean the Secretary of the Department of Health and Human Services or his designee.

11. **Security Rule** shall mean the Security Standards for the Protection of Electronic PHI at 45 CFR Part 160 and Part 164, Subparts A and C.

All other capitalized terms not defined herein shall have the meanings assigned in the HIPAA Rules.

B. BUSINESS ASSOCIATE'S OBLIGATIONS.

1. **Use and Disclosure of PHI.** Business Associate agrees not to use or disclose PHI other than as permitted or required by this Agreement or as Required by Law. Business Associate may:

(a) use or disclose PHI to perform the services for, or on behalf of, Covered Entity, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity;

(b) use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate and disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;

(c) use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 CFR § 164.504(e)(2)(i)(B); and

(d) use PHI to report violations of law or certain other conduct to appropriate federal and state authorities or other designated officials in a manner consistent with 45 CFR § 164.502(j)(1).

2. **Compliance While Carrying Out Obligations of Covered Entity.** Where applicable, and to the extent the Business Associate carries out one or more of Covered Entity's obligation(s) under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to the Covered Entity in the performance of such obligation(s).

3. **De-Identified PHI.** PHI that has been de-identified within the meaning of 45 CFR § 164.514(b) is no longer PHI and may be used or disclosed by Business Associate for any lawful purpose.

4. **Safeguards to Protect PHI.** Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164, to prevent use or disclosure of PHI other than as provided for by this Agreement.

5. **Mitigation.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

6. **Report Violation.** Business Associate agrees to report to Covered Entity any use or disclosure of PHI not permitted by this Agreement of which it becomes aware, including any such use or disclosure by any Subcontractor of Business Associate.

7. **Apply Same Restrictions to Subcontractors.** In accordance with 45 CFR § 164.502(e)(1)(ii) and § 164.308(b)(2), if applicable, Business Associate agrees to ensure that any Subcontractor that creates, receives, maintains, or transmits PHI on behalf of the Business Associate agrees to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such PHI.

8. **Provide Access to PHI in a Designated Record Set.** To the extent that Business Associate has PHI in a Designated Record Set and Covered Entity does not maintain the original, Business Associate agrees to provide access to such PHI as Covered Entity may require to fulfill its obligations under 45 CFR § 164.524. If Business Associate receives a request for access directly from Covered Entity's patient, Business Associate will promptly notify Covered Entity of such request. In addition, to the extent that such PHI is contained in an Electronic Health Record, Business Associate will provide access in accordance with HIPAA Rules, provided that Business Associate has retained the information.

9. **Amend PHI in a Designated Record Set.** To the extent that Business Associate has PHI in a Designated Record Set, Business Associate agrees to amend such PHI as directed by Covered Entity and in accordance with 45 CFR § 164.526. If Business Associate receives a request for amendment directly from Covered Entity's patient, Business Associate will promptly notify Covered Entity of such request.

10. **Make Practices, Books and Records Available to Secretary of HHS.** Business Associate agrees to make internal practices, books, and records, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity, available to the Secretary for purposes of determining Covered Entity's and Business Associate's compliance with HIPAA Rules, subject to attorney-client and other legal privileges.

11. **Document Disclosures of PHI for Accounting of Disclosures.** Business Associate agrees to document disclosures of PHI as required for Covered Entity to comply with 45 CFR § 164.528. Business Associate agrees to promptly provide such information to Covered Entity to permit Covered Entity to respond to a patient request for an accounting of disclosures. If Business

Associate receives a request for an accounting of disclosures directly from Covered Entity's patient, Business Associate will promptly notify Covered Entity of such request.

12. Meet Minimum Necessary Use and Disclosure Requirements. Business Associate will make reasonable efforts to use, disclose, or request only the minimum PHI necessary to accomplish the purpose of the use, disclosure or request in accordance with 45 CFR § 164.502(b), including using a Limited Data Set when practicable as described under HITECH.

13. Restrict Use or Disclosure of PHI for Sale, Marketing or Fundraising. Business Associate will not use or disclose PHI for sale, marketing or fundraising in violation of the HIPAA Rules.

C. BREACH NOTIFICATION RESPONSIBILITIES.

1. Business Associate's Notice of Breach to Covered Entity. When Business Associate or its Subcontractor discovers a Breach of Unsecured PHI, Business Associate will notify Covered Entity in writing without unreasonable delay but no later than sixty (60) calendar days following the date of discovery of the Breach. To the extent information is available to Business Associate, the notice to Covered Entity will include the identification of each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach and a brief description of what happened, including the date of the Breach, the date of discovery, a general description of the Unsecured PHI or other sensitive data (such as Social Security or account numbers) involved in the Breach, and any other information required to be disclosed under 45 CFR § 164.410.

2. Covered Entity's Notice of Breach. Covered Entity will be responsible for providing notice of the Breach to the United States Department of Health and Human Services or the media as required by the Breach Notification Rule. Covered Entity will also be responsible for providing any additional notice of a breach required of Covered Entity by applicable state law. Covered Entity may request Business Associate to assist with its notice obligations. Business Associate will promptly notify Covered Entity of the assistance it will provide in this regard.

D. OBLIGATIONS OF COVERED ENTITY.

1. Covered Entity shall be responsible for using appropriate safeguards, including encryption of PHI, to maintain and ensure the confidentiality, integrity, and security of PHI transmitted pursuant to the Underlying Agreement, in accordance with the standards and requirements of the HIPAA Rules.

2. Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR § 164.520, as well as any changes to such notice.

3. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

4. Covered Entity shall provide Business Associate with any changes, in or revocation

of, permission by Individual to use or disclosure PHI, if such changes affect Business Associate's permitted or required uses and disclosures.

5. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522.

6. Permissible Requests by Covered Entity: Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity, except if the Business Associate will use or disclose PHI for data aggregation or management and administration and legal responsibilities of the Business Associate.

E. TERM AND TERMINATION.

1. Term. The Term of this Agreement shall be effective as of the date first written above, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section. Termination of this Agreement shall automatically terminate the Underlying Agreement.

2. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall provide an opportunity for Business Associate to cure the breach or end the violation, and Covered Entity shall:

- 2(a) Terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, or
- 2(b) Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible.
- 2(c) If neither termination nor cure is feasible, Covered Entity will report the violation to the Secretary.

3. Effect of Termination.

- 3(a) Except as provided in the following paragraph, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity in accordance with State and Federal retention guidelines. This provision shall apply to PHI that is in the possession of Subcontractors or agents of Business Associate. Business Associate and its Subcontractors, if any, shall retain no copies of the PHI.
- 3(b) In the event that Business Associate determines that returning or

destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

3(c) In the event Covered Entity and Business Associate agree that Business Associate shall retain PHI after the termination of this Agreement, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, Business Associate shall:

- 3(c)(i) Retain only that PHI which is necessary for Business Associate to continue its proper management and administration to carry out its legal responsibilities;
- 3(c)(ii) Return to Covered Entity, if requested in writing, the remaining PHI that Business Associate still maintains in any form;
- 3(c)(iii) Continue to use appropriate safeguards and comply with subpart C of 45 CFR part 164 with respect to electronic PHI to prevent use or disclosure of the PHI, other than as provided for in this Section for as long as Business Associate retains the PHI;
- 3(c)(iv) Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out at which applied prior to termination; and
- 3(c)(v) Return to Covered Entity or, if agreed to by Covered Entity, destroy the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

F. MISCELLANEOUS.

1. Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended, and for which compliance is required.

2. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the HIPAA Rules and any other applicable law.

3. Survival. The respective rights and obligations of Business Associate under Section E. 3 of this Agreement shall survive the termination of this Agreement.

4. Interpretation. Any ambiguity in this Agreement shall be interpreted to permit

compliance with the HIPAA Rules.

5. Governing Law. To the extent not preempted by federal law, this Agreement will be governed by the laws of Ohio, without regard to principles of conflicts of law.

6. No Third Party Beneficiaries. Nothing in this Agreement will create any right in any third party as against Covered Entity or Business Associate or be construed for the benefit of any third party.

7. Notices. Any notices required to be given hereunder shall be in writing and made by personal delivery, registered or certified mail, postage prepaid, or sent by nationally recognized express courier to such Party's address given below:

If to Covered Entity, to:

City of Sandusky
222 Meigs Street
Sandusky, OH 44870

If to Business Associate, mail to:

The Ashley Group
165 Jackson Street
Sandusky, OH 44870

Each Party named above may change its address and that of its representative for notices by the giving of notice thereof in the manner provided above.

IN WITNESS THEREOF, each Party has caused this Agreement to be executed by its duly authorized representative.

Date Agreement Effective:

Covered Entity Authorized By:

Business Associate Authorized By:

Name (Please Print)

Name (Please Print)

Authorized Signature

Authorized Signature

Title

Title

Date

Date



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

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

TO: Eric L. Wobser, City Manager
FROM: Hank S. Solowiej, CPA, Finance Director
DATE: August 15, 2018
RE: Commission Agenda Item

ITEM FOR CONSIDERATION:

City Commission approval of an Ordinance and Fiscal Officer's Certificate for the issuance and sale of \$4,946,000 in Various Purpose Improvement Notes.

BUDGETARY INFORMATION:

This various purpose improvement note sale includes renewal and new issues. \$2,900,000 in notes will mature on October 4, 2018. The new various purpose improvement notes are in an amount of:

- **\$1,200,000** (retire \$1,350,000) for Bay Front Urban Revitalization,
- **\$200,000** (retire \$300,000) for Venice Road Grade Separation,
- **\$800,000** (retire \$1,000,000) for the Fire Department Ladder Truck,
- **\$200,000** (retire \$250,000) for the Street Department Salt Trucks,
- **\$546,000** for the City Hall Relocation Project,
- **\$2,000,000** for the design of The Landing Project.

ACTION REQUESTED:

It is requested that the City Commission accept the Fiscal Officer's Certificate and approve the ordinance in accordance with Section 14 of the City Charter under suspension of the rules. The need for immediate action is to allow the City adequate time to find a buyer of the new notes prior to the maturity of the current notes on October 4, 2018.

The City's Bond Counsel, Squire Patton Boggs (US) LLP, prepared the attachments.

CC: Trevor Hayberger, Acting Law Director

FISCAL OFFICER'S CERTIFICATE
(Refunding)

To the City Commission of the
City of Sandusky, Ohio:

As fiscal officer of the City of Sandusky, I certify in connection with your proposed issue of \$2,400,000 notes (the Notes) to be issued in anticipation of the issuance of bonds (the Bonds) for the purpose of: revitalizing the Bayfront Urban Revitalization Area by acquiring, clearing and improving certain properties in that Area, undertaking the environmental clean-up and remediation of certain properties in that Area, constructing road improvements and related utility and infrastructure improvements in that Area, and otherwise improving that Area (Project No. 1); paying a portion of the cost of eliminating grade crossings by constructing the Venice Road Grade Separation Project in cooperation with the Ohio Department of Transportation (Project No. 2); acquiring a ladder truck for the Fire Department (Project 3); and acquiring salt trucks for the Street Department (Project 4) (collectively, the improvement), that:

1. The estimated life or period of usefulness of each improvement is at least five years. For internal accounting purposes of the City, the allocation of that principal amount among those Projects is as set forth in the attached table.

2. The estimated maximum maturity of the Bonds, calculated in accordance with Section 133.20 of the Revised Code and based on the fiscal officer's certificates previously signed with respect to each of these Projects, is as set forth in the attached table. To the extent that notes in anticipation of the Bonds will have been outstanding later than the last day of December of the fifth year following the year of issuance of the original issue of notes, the period in excess of those five years has been deducted and taken into account in setting forth the estimated maximum maturities of the Bonds with respect to each of those Projects as set forth in the attached table.

3. The maximum maturity of the Notes with respect to each of these Projects is as set forth in the attached table, which maximum maturity in each instance is based on the date of the original note issued for such Project.

Dated: August 27, 2018



Hank S. Solowiej, CPA
Finance Director
City of Sandusky, Ohio

City of Sandusky, Ohio
Various Purpose Improvement Notes, Series 2018

Project No.	Date of Original Issue	Purpose	Amount of Original Issue	2017 Principal Amount	Maximum Bond Maturity	Original Maximum Bond Maturity	Maximum Note Maturity
1	06/28/2004	Bayfront Urban Revitalization	\$2,700,000	\$1,200,000	15 years	25 years	June 28, 2024
2	06/23/2011	Venice Road Grade Separation	\$ 600,000	\$ 200,000	17 years	20 years	June 23, 2031
3	10/05/2016	Ladder Truck	\$1,200,000	\$800,000	10 years	10 years	October 5, 2031
4	10/05/2016	Salt Truck	\$ 300,000	\$ 200,000	10 years	10 years	October 5, 2031

FISCAL OFFICER'S CERTIFICATE
(City Hall Relocation)

To the City Commission of the
City of Sandusky, Ohio:

As fiscal officer of the City of Sandusky, I certify in connection with your proposed issue of \$546,000 notes (the Notes) to be issued in anticipation of the issuance of bonds (the Bonds) for the purpose of paying costs associated with the relocation of City Hall, including, but not limited to, those projects approved by Ordinance numbers 18-119, 18-128 and 18-129 and Resolution Number 025-18R (the improvement), that:

1. The estimated life or period of usefulness of the improvement is at least five years.
2. The estimated maximum maturity of the Bonds, calculated in accordance with Section 133.20 of the Revised Code, is ten years. If notes in anticipation of the Bonds are outstanding later than the last day of December of the fifth year following the year of issuance of the original issue of notes, the period in excess of those five years shall be deducted from that maximum maturity of the Bonds.
3. The maximum maturity of the Notes is fifteen years from the date of issuance of the original securities issued for the improvement.

Dated: August 27, 2018



Hank S. Solowiej, CPA
Finance Director
City of Sandusky, Ohio

FISCAL OFFICER'S CERTIFICATE
(The Landing)

To the City Commission of the
City of Sandusky, Ohio:

As fiscal officer of the City of Sandusky, I certify in connection with your proposed issue of \$2,000,000 notes (the Notes) to be issued in anticipation of the issuance of bonds (the Bonds) for the purpose of paying costs of various improvements for "the Landing" as more further described and approved in Ordinance No. 18-127 (the improvement), that:

1. The estimated life or period of usefulness of the improvement is at least five years.
2. The estimated maximum maturity of the Bonds, calculated in accordance with Section 133.20 of the Revised Code, is twenty years. If notes in anticipation of the Bonds are outstanding later than the last day of December of the fifth year following the year of issuance of the original issue of notes, the period in excess of those five years shall be deducted from that maximum maturity of the Bonds.
3. The maximum maturity of the Notes is twenty years from the date of issuance of the original securities issued for the improvement.

Dated: August 27, 2018



Hank S. Solowiej, CPA
Finance Director
City of Sandusky, Ohio

FISCAL OFFICER'S CERTIFICATE
(Refunding)

To the City Commission of the
City of Sandusky, Ohio:

As fiscal officer of the City of Sandusky, I certify in connection with your proposed issue of \$2,400,000 notes (the Notes) to be issued in anticipation of the issuance of bonds (the Bonds) for the purpose of: revitalizing the Bayfront Urban Revitalization Area by acquiring, clearing and improving certain properties in that Area, undertaking the environmental clean-up and remediation of certain properties in that Area, constructing road improvements and related utility and infrastructure improvements in that Area, and otherwise improving that Area (Project No. 1); paying a portion of the cost of eliminating grade crossings by constructing the Venice Road Grade Separation Project in cooperation with the Ohio Department of Transportation (Project No. 2); acquiring a ladder truck for the Fire Department (Project 3); and acquiring salt trucks for the Street Department (Project 4) (collectively, the improvement), that:

1. The estimated life or period of usefulness of each improvement is at least five years. For internal accounting purposes of the City, the allocation of that principal amount among those Projects is as set forth in the attached table.

2. The estimated maximum maturity of the Bonds, calculated in accordance with Section 133.20 of the Revised Code and based on the fiscal officer's certificates previously signed with respect to each of these Projects, is as set forth in the attached table. To the extent that notes in anticipation of the Bonds will have been outstanding later than the last day of December of the fifth year following the year of issuance of the original issue of notes, the period in excess of those five years has been deducted and taken into account in setting forth the estimated maximum maturities of the Bonds with respect to each of those Projects as set forth in the attached table.

3. The maximum maturity of the Notes with respect to each of these Projects is as set forth in the attached table, which maximum maturity in each instance is based on the date of the original note issued for such Project.

Dated: August 27, 2018

Hank S. Solowiej, CPA
Finance Director
City of Sandusky, Ohio

City of Sandusky, Ohio
Various Purpose Improvement Notes, Series 2018

Project No.	Date of Original Issue	Purpose	Amount of Original Issue	2017 Principal Amount	Maximum Bond Maturity	Original Maximum Bond Maturity	Maximum Note Maturity
1	06/28/2004	Bayfront Urban Revitalization	\$2,700,000	\$1,200,000	15 years	25 years	June 28, 2024
2	06/23/2011	Venice Road Grade Separation	\$ 600,000	\$ 200,000	17 years	20 years	June 23, 2031
3	10/05/2016	Ladder Truck	\$1,200,000	\$800,000	10 years	10 years	October 5, 2031
4	10/05/2016	Salt Truck	\$ 300,000	\$ 200,000	10 years	10 years	October 5, 2031

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF \$2,400,000 NOTES, IN ANTICIPATION OF THE ISSUANCE OF BONDS, FOR THE PURPOSE OF: (1) REVITALIZING THE BAYFRONT URBAN REVITALIZATION AREA BY ACQUIRING, CLEARING AND IMPROVING CERTAIN PROPERTIES IN THAT AREA, UNDERTAKING THE ENVIRONMENTAL CLEAN-UP AND REMEDIATION OF CERTAIN PROPERTIES IN THAT AREA, CONSTRUCTING ROAD IMPROVEMENTS AND RELATED UTILITY AND INFRASTRUCTURE IMPROVEMENTS IN THAT AREA, AND OTHERWISE IMPROVING THAT AREA; (2) PAYING A PORTION OF THE COST OF ELIMINATING GRADE CROSSINGS BY CONSTRUCTING THE VENICE ROAD GRADE SEPARATION PROJECT IN COOPERATION WITH THE OHIO DEPARTMENT OF TRANSPORTATION; (3) ACQUIRING A LADDER TRUCK FOR THE FIRE DEPARTMENT; AND (4) ACQUIRING SALT TRUCKS FOR THE STREET DEPARTMENT; AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Ordinance No. 17-162, passed August 28, 2017, notes in anticipation of the issuance of bonds, dated October 4, 2017 and maturing October 4, 2018, in the aggregate principal amount of \$1,950,000 were issued to pay costs of the following improvements, as part of a consolidated issue in the aggregate principal amount of \$3,450,000 pursuant to Section 133.30(B) of the Revised Code (that consolidated issue hereinafter referred to as the “Outstanding Notes”):

(i) \$1,350,000 principal amount of notes were issued for the purpose of revitalizing the Bayfront Urban Revitalization Area by acquiring, clearing and improving certain properties in that Area, undertaking the environmental clean-up and remediation of certain properties in that Area, constructing road improvements and related utility and infrastructure improvements in that Area, and otherwise improving that Area (Project No. 1), in accordance with the Urban Renewal Plan, the Act, the Grant (as such terms are defined in Ordinance No. 09-073 passed on September 14, 2009) and Section 2o of Article VIII of the Ohio Constitution; and

(ii) \$300,000 principal amount of notes were issued for the purpose of paying a portion of the cost of eliminating grade crossings by constructing the Venice Road Grade Separation Project in cooperation with the Ohio Department of Transportation (Project No. 2); and

(iii) \$1,000,000 principal amount of notes were issued for the purpose of acquiring a ladder truck for the Fire Department (Project No. 3); and

(iv) \$250,000 principal amount of notes were issued for the purpose of acquiring salt trucks for the Street Department (Project No. 4); and

WHEREAS, this City Commission finds and determines that the City should retire \$500,000 aggregate principal amount of the Outstanding Notes with funds available to the City, for internal accounting purposes attributed to each project as follows: Project No. 1, \$150,000; Project No. 2, \$100,000; Project No. 3, \$200,000; and Project No. 4, \$50,000; and

WHEREAS, this City Commission finds and determines that the City should retire the remaining outstanding principal amount of the Outstanding Notes with the proceeds of the Notes described in Section 3 and that for internal accounting purposes the principal amount of each Project to be funded as part of the Notes described in Section 3 is allocated as follows; and

<u>Project No.</u>	<u>Principal Amount</u>
1 (Bayfront Urban Revitalization)	\$1,200,000
2 (Venice Road Grade Separation)	200,000
3 (Ladder Truck)	800,000
4 (Salt Trucks)	200,000

WHEREAS, the Director of Finance, as fiscal officer of this City, has certified to this City Commission that the estimated life or period of usefulness of each of Projects 1 through 4 is at least five years, and that the estimated maximum maturity of the bonds for each Project and the

maximum maturity of the notes for each Project, to be issued in anticipation of the bonds, are as follows; and

<u>Project No.</u>	<u>Maximum Maturity of Bonds - years</u>	<u>Maximum Maturity of Notes</u>
1 (Bayfront Urban Revitalization)	15	June 28, 2024
2 (Venice Road Grade Separation)	17	June 23, 2031
3 (Ladder Truck)	10	October 5, 2031
4 (Salt Trucks)	10	October 5, 2031

WHEREAS, an emergency exists in that, for the immediate preservation of the public peace, property, health and safety, it is necessary that this ordinance be immediately effective in order to issue and sell the Notes in order to enable the City to timely retire the Outstanding Notes and thereby preserve its credit, and by reason thereof, this ordinance shall take effect forthwith upon its passage, NOW, THEREFORE,

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

Section 1. It is necessary to issue bonds of this City in the aggregate principal amount of \$2,400,000 (the Bonds) for the purpose of Project No. 1, Project No. 2, Project No. 3 and Project No. 4.

Section 2. The Bonds shall be dated approximately October 1, 2019, shall bear interest at the now estimated rate of 6.0% per year, payable on June 1 and December 1 of each year, commencing December 1, 2019, until the principal amount is paid, and are estimated to mature in twenty annual principal installments each of which installment represents the aggregate of all principal payments for that year as if a separate issue of bonds were issued for each Project with the following number of principal installments for each Project, with principal installments on each separate issue being in such amounts that the total principal and interest payments on that issue in any fiscal year in which principal is payable is not more than three times the amount of those payments in any other fiscal year:

<u>Project No.</u>	<u>Number of Principal Installments</u>
1 (Bayfront Urban Revitalization)	15
2 (Venice Road Grade Separation)	17
3 (Ladder Truck)	10
4 (Salt Trucks)	10

The first principal installment is estimated to be made on December 1, 2019.

Section 3. It is necessary to issue and this City Commission determines that notes in the aggregate principal amount of \$2,400,000 (the Notes) shall be issued in anticipation of the issuance of the Bonds and to retire, together with other funds available to the City, the Outstanding Notes (as defined in the preambles hereto). The Notes shall bear interest at a rate not exceeding 5.5% per year (computed on the basis of a 360-day year consisting of twelve 30-day months), payable at maturity and until the principal amount is paid or payment is provided for. The rate of interest on the Notes shall be determined by the Finance Director in the certificate awarding the Notes in accordance with Section 6 (the Certificate of Award). The Notes shall be dated the date of issuance and shall mature not earlier than five months from the date of issuance nor later than one year from the date of issuance, as determined by the Finance Director in the Certificate of Award.

Section 4. The debt charges on the Notes shall be payable in lawful money of the United States of America, or in Federal Reserve funds of the United States of America as determined by the Finance Director in the Certificate of Award, and shall be payable, without deduction for services of the City's paying agent, at the St. Paul, Minnesota corporate trust office or other designated office of U.S. Bank National Association, or at the office of a bank or trust company designated by the Finance Director in the Certificate of Award after determining that the payment at that bank or trust company will not endanger the funds or securities of the City and that proper procedures and safeguards are available for that purpose, or at the office of the Finance Director if agreed to by the Finance Director and the original purchaser.

Section 5. The Notes shall be signed by the Ex-Officio Mayor and the Finance Director, in the name of the City and in their official capacities, provided that one of those signatures may be a facsimile. The Notes shall be issued in the denominations and numbers as requested by the original purchaser and approved by the Finance Director, provided that no such denomination shall be less than \$100,000. The entire principal amount may be represented by a single note and may be issued as fully registered securities (for which the Finance Director will serve as note registrar) and in book entry or other uncertificated form in accordance with Section 9.96 and Chapter 133 of the Revised Code if it is determined by the Finance Director that issuance of fully registered securities in that form will facilitate the sale and delivery of the Notes. The Notes shall not have coupons attached, shall be numbered as determined by the Finance Director and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to this ordinance. As used in this section and this ordinance:

“Book entry form” or “book entry system” means a form or system under which (i) the ownership of beneficial interests in the Notes and the principal of, and interest on, the Notes may be transferred only through a book entry, and (ii) a single physical Note certificate is issued by the City and payable only to a Depository or its nominee, with such Notes “immobilized” in the custody of the Depository or its agent for that purpose. The book entry maintained by others than the City is the record that identifies the owners of beneficial interests in the Notes and that principal and interest.

“Depository” means any securities depository that is a clearing agency under federal law operating and maintaining, with its Participants or otherwise, a book entry system to record ownership of beneficial interests in the Notes or the principal of, and interest on, the Notes and to effect transfers of the Notes, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

“Participant” means any participant contracting with a Depository under a book entry system and includes security brokers and dealers, banks and trust companies, and clearing corporations.

The Notes may be issued to a Depository for use in a book entry system and, if and as long as a book entry system is utilized, (i) the Notes may be issued in the form of a single Note made payable to the Depository or its nominee and immobilized in the custody of the Depository or its agent for that purpose; (ii) the beneficial owners in book entry form shall have no right to receive the Notes in the form of physical securities or certificates; (iii) ownership of beneficial interests in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry by the Depository and its Participants; and (iv) the Notes as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the City.

If any Depository determines not to continue to act as a Depository for the Notes for use in a book entry system, the Finance Director may attempt to establish a securities depository/book entry relationship with another qualified Depository. If the Finance Director does not or is unable to do so, the Finance Director, after making provision for notification of the beneficial owners by the then Depository and any other arrangements deemed necessary, shall permit withdrawal of the Notes from the Depository, and shall cause the Notes in bearer or payable form to be signed by the officers authorized to sign the Notes and delivered to the assigns of the Depository or its nominee, all at the cost and expense (including any costs of printing), if the event is not the result of City action or inaction, of those persons requesting such issuance.

The Finance Director is also hereby authorized and directed, to the extent necessary or required, to enter into any agreements determined necessary in connection with the book entry system for the Notes, after determining that the signing thereof will not endanger the funds or securities of the City.

Section 6. The Notes shall be sold at not less than 97% of par plus accrued interest at private sale by the Finance Director in accordance with law and the provisions of this ordinance. The Finance Director shall, in accordance with that officer's determination of the best interests of and financial advantages to the City and its taxpayers and based on conditions then existing in the financial markets, consistently with the provisions of Section 3, establish the interest rate or rates to be borne by the Notes and their maturity, sign the Certificate of Award referred to in Section 3 evidencing that sale, cause the Notes to be prepared, and have the Notes signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Notes if requested by the original purchaser, to the original purchaser upon payment of the purchase price. The Ex-Officio Mayor, the City Manager, the Finance Director, the Law Director, the Clerk of the City Commission (including within the meaning of each such office for purposes of this ordinance any person serving in an interim or acting capacity with respect to such office) and other City officials, as appropriate, are each authorized and directed to sign any transcript certificates, financial statements, paying agent agreement, note purchase agreement and other documents and instruments

and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this ordinance. The Finance Director is authorized, if it is determined to be in the best interest of the City, to combine the issue of Notes with one or more other note issues of the City into a consolidated note issue pursuant to Section 133.30(B) of the Revised Code.

Section 7. The proceeds from the sale of the Notes, except any premium and accrued interest, shall be paid into the special fund established for those proceeds, and those proceeds are appropriated thereto and shall be used for the purpose for which the Notes are being issued. Any portion of the proceeds from the sale of the Notes representing premium and accrued interest shall be paid into the Bond Retirement Fund.

Section 8. The par value to be received from the sale of the Bonds or of any renewal notes and any excess funds resulting from the issuance of the Notes shall, to the extent necessary, be used to pay the debt charges on the Notes at maturity and are pledged for that purpose.

Section 9. During the year or years in which the Notes are outstanding, there shall be levied on all the taxable property in the City, in addition to all other taxes, the same tax that would have been levied if the Bonds had been issued in the indicated installments without the prior issuance of the Notes. The tax shall be within the ten-mill limitation imposed by law, shall be and is ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner, and at the same time that taxes for general purposes for each of those years are certified, levied, extended and collected, and shall be placed before and in preference to all other items and for the full amount thereof. The proceeds of the tax levy shall be placed in the Bond Retirement Fund, which is irrevocably pledged for the payment of the debt charges on the Notes or the Bonds when and as the same fall due.

Section 10. The City covenants that it will use, and will restrict the use and investment of, the proceeds of the Notes in such manner and to such extent as may be necessary so that (a) the Notes will not (i) constitute private activity bonds, arbitrage bonds or hedge bonds under Sections 141, 148 or 149 of the Internal Revenue Code of 1986, as amended (the Code) or (ii) be treated other than as bonds to which Section 103(a) of the Code applies, and (b) the interest on the Notes will not be an item of tax preference under Section 57 of the Code.

The City further covenants that (a) it will take or cause to be taken such actions that may be required of it for the interest on the Notes to be and remain excluded from gross income for federal income tax purposes, and (b) it will not take or authorize to be taken any actions that would adversely affect that exclusion, and (c) it, or persons acting for it, will among other acts of compliance, (i) apply the proceeds of the Notes to the governmental purpose of the borrowing, (ii) restrict the yield on investment property, (iii) make timely and adequate payments to the federal government, (iv) maintain books and records and make calculations and reports, and (v) refrain from certain uses of those proceeds, and, as applicable, of property financed with such proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code.

The City hereby represents that the Outstanding Notes (the Refunded Obligation) were designated or deemed designated, and qualified, as a “qualified tax-exempt obligation” under Section 265(b)(3) of the Code. The City hereby covenants that it will redeem the Refunded Obligation from proceeds of, and within 90 days after issuance of, the Notes, and represents that all other conditions are met for treating the amount of the Notes not in excess of the principal amount of the Refunded Obligation outstanding immediately prior to the redemption of the Refunded Obligation as “qualified tax-exempt obligations” without necessity for further designation and as not to be taken into account under subparagraph (D) of Section 265(b)(3) of the Code pursuant to subparagraph (D)(ii) of Section 265(b)(3) of the Code.

The amount of the Notes (such amount being the issue price of the Notes less accrued interest, if any, as determined under the Code) in excess of the principal amount of the Refunded Obligation that is outstanding immediately prior to the redemption of the Refunded Obligation, if any, is hereby designated as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code. In that connection, the City hereby represents and covenants that it, together with all its subordinate entities or entities that issue obligations on its behalf, or on behalf of which it issues obligations, in or during the calendar year in which the Notes are issued, (i) have not issued and will not issue tax-exempt obligations designated as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code, including the aforesaid amount of the Notes, in an aggregate amount in excess of \$10,000,000, and (ii) have not issued, do not reasonably anticipate issuing, and will not issue, tax-exempt obligations (including the aforesaid amount of the Notes, but excluding obligations, other than qualified 501(c)(3) bonds as defined in Section 145 of the Code, that are private activity bonds as defined in Section 141 of the Code and excluding refunding obligations that are not advance refunding obligations as defined in Section 149(d)(5) of the Code to the extent that the amount of the refunding obligations does not exceed the outstanding principal amount of the refunded obligations) in an aggregate amount exceeding \$10,000,000, unless the City first obtains a written opinion of nationally recognized bond counsel that such designation or issuance, as applicable, will not adversely affect the status of the Notes as “qualified tax-exempt obligations.”

Further, the City represents and covenants that, during any time or in any manner as might affect the status of the Notes as “qualified tax-exempt obligations,” it has not formed or participated in the formation of, or benefitted from or availed itself of, any entity in order to avoid the purposes of subparagraph (C) or (D) of Section 265(b)(3) of the Code, and will not form, participate in the formation of, or benefit from or avail itself of, any such entity. The City further represents that the Notes are not being issued as part of a direct or indirect composite issue that combines issues or lots of tax-exempt obligations of different issuers.

The Finance Director as the fiscal officer, or any other officer of the City having responsibility for issuance of the Notes is hereby authorized (a) to make or effect any election, selection, designation, choice, consent, approval, or waiver on behalf of the City with respect to the

Notes as the City is permitted to or required to make or give under the federal income tax laws, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Notes or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments or penalties, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments, as determined by that officer, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the City, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Notes, and (c) to give one or more appropriate certificate of the City, for inclusion in the transcript of proceedings for the Notes, setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Notes, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Notes.

Each covenant made in this Section with respect to the Notes is also made with respect to all issues any portion of the debt service on which is paid from proceeds of the Notes (and, if different, the original issue and any refunding issues in a series of refundings), to the extent such compliance is necessary to assure exclusion of interest on the Notes from gross income for federal income tax purposes, and the officers identified above are authorized to take actions with respect to those issues as they are authorized in this Section to take with respect to the Notes.

Section 11. This City Commission hereby retains the firm of Squire Patton Boggs (US) LLP pursuant to an engagement letter which has been delivered to the City by that firm in order to furnish legal services in connection with the issuance of the Notes and other matters related thereto and hereby authorizes the Finance Director to pay such fees and out-of-pocket expenses of such law firm in rendering such services as are approved by the Finance Director and the Law Director. That engagement letter, and the execution thereof by the Finance Director, the Law Director, or any one of them, is hereby authorized, ratified and approved. That engagement letter, and the execution thereof by the Finance Director, the Law Director, or any one of them, is hereby authorized, ratified and approved. In rendering those legal services, as an independent contractor and in an attorney-client relationship, that firm shall not exercise any administrative discretion on behalf of this City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, any county, municipality or other political subdivision, or of this City, or the execution of public trusts.

Section 12. This City Commission hereby retains the firm of Sudsina & Associates, LLC in order to furnish financial advisory services in connection with the issuance and sale of the Notes and other matters related thereto and hereby authorizes the Finance Director to pay such fees and out-of-pocket expenses of such financial advisory firm in rendering such services as are

approved by the Finance Director and the Law Director. In rendering those financial advisory services, as an independent contractor and in a financial advisory relationship with the City, that firm shall not exercise any administrative discretion on behalf of this City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, any county, municipality or other political subdivision, or of this City, or the execution of public trusts.

Section 13. The Clerk of the City Commission is directed to deliver a certified copy of this ordinance to the County Auditor.

Section 14. This City Commission determines that all acts and conditions necessary to be done or performed by the City or to have been met precedent to and in the issuing of the Notes in order to make them legal, valid and binding general obligations of the City have been performed and have been met, or will at the time of delivery of the Notes have been performed and have been met, in regular and due form as required by law; that the full faith and credit and general property taxing power (as described in Section 9) of the City are pledged for the timely payment of the debt charges on the Notes; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Notes.

Section 15. 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 committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 16. That, for the reasons set forth in the last preamble hereto, this ordinance is hereby declared to be an emergency measure and shall take effect immediately upon its passage and due authentication by the President and the Clerk of the City Commission.

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

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

Passed: August 27, 2018

FISCAL OFFICER'S CERTIFICATE
(The Landing)

To the City Commission of the
City of Sandusky, Ohio:

As fiscal officer of the City of Sandusky, I certify in connection with your proposed issue of \$2,000,000 notes (the Notes) to be issued in anticipation of the issuance of bonds (the Bonds) for the purpose of paying costs of various improvements for "the Landing" as more further described and approved in Ordinance No. 18-127 (the improvement), that:

1. The estimated life or period of usefulness of the improvement is at least five years.
2. The estimated maximum maturity of the Bonds, calculated in accordance with Section 133.20 of the Revised Code, is twenty years. If notes in anticipation of the Bonds are outstanding later than the last day of December of the fifth year following the year of issuance of the original issue of notes, the period in excess of those five years shall be deducted from that maximum maturity of the Bonds.
3. The maximum maturity of the Notes is twenty years from the date of issuance of the original securities issued for the improvement.

Dated: August 27, 2018

Hank S. Solowiej, CPA
Finance Director
City of Sandusky, Ohio

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF \$2,000,000 NOTES, IN ANTICIPATION OF THE ISSUANCE OF BONDS, FOR THE PURPOSE OF PAYING COSTS OF VARIOUS IMPROVEMENTS FOR “THE LANDING” AS MORE FURTHER DESCRIBED AND APPROVED IN ORDINANCE NO. 18-127, AND DECLARING AN EMERGENCY.

WHEREAS, this City Commission has requested that the Finance Director, as fiscal officer, certify the estimated life or period of usefulness of the improvement described in Section 1 and the estimated maximum maturity of the Bonds described in Section 1 and the Notes described in Section 3, to be issued in anticipation of the Bonds; and

WHEREAS, the Finance Director has certified that the estimated life or period of usefulness of that improvement is at least five years and that the maximum maturity of the Bonds is twenty years and the maximum maturity of the Notes is twenty years; and

WHEREAS, an emergency exists in that, for the immediate preservation of the public peace, property, health and safety, it is necessary that this ordinance be immediately effective in order to issue and sell the Notes, which is necessary to enable the City to provide funds to meet its obligations in connection with the improvements for the Landing, which is urgently required for the welfare of the City and its citizens, and by reason thereof, this ordinance shall take effect forthwith upon its passage, NOW, THEREFORE,

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

Section 1. It is necessary to issue bonds of this City in the aggregate principal amount of \$2,000,000 (the Bonds) for the purpose of paying costs of various improvements for “the Landing” as more further described and approved in Ordinance No. 18-127.

Section 2. The Bonds shall be dated approximately October 1, 2019, shall bear interest at the now estimated rate of 6.0% per year, payable on June 1 and December 1 of each year, commencing December 1, 2019, until the principal amount is paid, and are estimated to mature in ten annual principal installments such that the total principal and interest payments in any fiscal year in which principal is payable is not more than three times the amount of those payments in any other fiscal year. The first principal installment is estimated to be made on December 1, 2019.

Section 3. It is necessary to issue and this City Commission determines that notes in the aggregate principal amount of \$2,000,000 (the Notes) shall be issued in anticipation of the issuance of the Bonds. The Notes shall bear interest at a rate not exceeding 5.5% per year (computed on the basis of a 360-day year consisting of twelve 30-day months), payable at maturity and until the principal amount is paid or payment is provided for. The rate of interest on the Notes shall be determined by the Finance Director in the certificate awarding the Notes in accordance with Section 6 (the Certificate of Award). The Notes shall be dated the date of issuance and shall mature not earlier than five months from the date of issuance nor later than one year from the date of issuance, as determined by the Finance Director in the Certificate of Award.

Section 4. The debt charges on the Notes shall be payable in lawful money of the United States of America, or in Federal Reserve funds of the United States of America as determined by the Finance Director in the Certificate of Award, and shall be payable, without deduction for services of the City’s paying agent, at the St. Paul, Minnesota corporate trust office or other designated office of U.S. Bank National Association, or at the office of a bank or trust

company designated by the Finance Director in the Certificate of Award after determining that the payment at that bank or trust company will not endanger the funds or securities of the City and that proper procedures and safeguards are available for that purpose, or at the office of the Finance Director if agreed to by the Finance Director and the original purchaser.

Section 5. The Notes shall be signed by the Ex-Officio Mayor and the Finance Director, in the name of the City and in their official capacities, provided that one of those signatures may be a facsimile. The Notes shall be issued in the denominations and numbers as requested by the original purchaser and approved by the Finance Director, provided that no such denomination shall be less than \$100,000. The entire principal amount may be represented by a single note and may be issued as fully registered securities (for which the Finance Director will serve as note registrar) and in book entry or other uncertificated form in accordance with Section 9.96 and Chapter 133 of the Revised Code if it is determined by the Finance Director that issuance of fully registered securities in that form will facilitate the sale and delivery of the Notes. The Notes shall not have coupons attached, shall be numbered as determined by the Finance Director and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to this ordinance. As used in this section and this ordinance:

“Book entry form” or “book entry system” means a form or system under which (i) the ownership of beneficial interests in the Notes and the principal of, and interest on, the Notes may be transferred only through a book entry, and (ii) a single physical Note certificate is issued by the City and payable only to a Depository or its nominee, with such Notes “immobilized” in the custody of the Depository or its agent for that purpose. The book entry maintained by others than the City is the record that identifies the owners of beneficial interests in the Notes and that principal and interest.

“Depository” means any securities depository that is a clearing agency under federal law operating and maintaining, with its Participants or otherwise, a book entry system to record ownership of beneficial interests in the Notes or the principal of, and interest on, the Notes and to effect transfers of the Notes, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

“Participant” means any participant contracting with a Depository under a book entry system and includes security brokers and dealers, banks and trust companies, and clearing corporations.

The Notes may be issued to a Depository for use in a book entry system and, if and as long as a book entry system is utilized, (i) the Notes may be issued in the form of a single Note made payable to the Depository or its nominee and immobilized in the custody of the Depository or its agent for that purpose; (ii) the beneficial owners in book entry form shall have no right to receive the Notes in the form of physical securities or certificates; (iii) ownership of beneficial interests in book entry form shall be shown by book entry on the system maintained and operated by the

Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry by the Depository and its Participants; and (iv) the Notes as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the City.

If any Depository determines not to continue to act as a Depository for the Notes for use in a book entry system, the Finance Director may attempt to establish a securities depository/book entry relationship with another qualified Depository. If the Finance Director does not or is unable to do so, the Finance Director, after making provision for notification of the beneficial owners by the then Depository and any other arrangements deemed necessary, shall permit withdrawal of the Notes from the Depository, and shall cause the Notes in bearer or payable form to be signed by the officers authorized to sign the Notes and delivered to the assigns of the Depository or its nominee, all at the cost and expense (including any costs of printing), if the event is not the result of City action or inaction, of those persons requesting such issuance.

The Finance Director is also hereby authorized and directed, to the extent necessary or required, to enter into any agreements determined necessary in connection with the book entry system for the Notes, after determining that the signing thereof will not endanger the funds or securities of the City.

Section 6. The Notes shall be sold at not less than 97% of par plus accrued interest at private sale by the Finance Director in accordance with law and the provisions of this ordinance. The Finance Director shall, in accordance with that officer's determination of the best interests of and financial advantages to the City and its taxpayers and based on conditions then existing in the financial markets, consistently with the provisions of Section 3, establish the interest rate or rates to be borne by the Notes and their maturity, sign the Certificate of Award referred to in Section 3 evidencing that sale, cause the Notes to be prepared, and have the Notes signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Notes if requested by the original purchaser, to the original purchaser upon payment of the purchase price. The Ex-Officio Mayor, the City Manager, the Finance Director, the Law Director, the Clerk of the City Commission (including within the meaning of each such office for purposes of this ordinance any person serving in an interim or acting capacity with respect to such office) and other City officials, as appropriate, are each authorized and directed to sign any transcript certificates, financial statements and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this ordinance. The Finance Director is authorized, if it is determined to be in the best interest of the City, to combine the issue of Notes with one or more other note issues of the City into a consolidated note issue pursuant to Section 133.30(B) of the Revised Code.

Section 7. The proceeds from the sale of the Notes, except any premium and accrued interest, shall be paid into the special fund established for those proceeds, and those proceeds are

appropriated thereto and shall be used for the purpose for which the Notes are being issued. Any portion of the proceeds from the sale of the Notes representing premium and accrued interest shall be paid into the Bond Retirement Fund.

Section 8. The par value to be received from the sale of the Bonds or of any renewal notes and any excess funds resulting from the issuance of the Notes shall, to the extent necessary, be used to pay the debt charges on the Notes at maturity and are pledged for that purpose.

Section 9. During the year or years in which the Notes are outstanding, there shall be levied on all the taxable property in the City, in addition to all other taxes, the same tax that would have been levied if the Bonds had been issued in the indicated installments without the prior issuance of the Notes. The tax shall be within the ten-mill limitation imposed by law, shall be and is ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner, and at the same time that taxes for general purposes for each of those years are certified, levied, extended and collected, and shall be placed before and in preference to all other items and for the full amount thereof. The proceeds of the tax levy shall be placed in the Bond Retirement Fund, which is irrevocably pledged for the payment of the debt charges on the Notes or the Bonds when and as the same fall due.

Section 10. The City covenants that it will use, and will restrict the use and investment of, the proceeds of the Notes in such manner and to such extent as may be necessary so that (a) the Notes will not (i) constitute private activity bonds, arbitrage bonds or hedge bonds under Sections 141, 148 or 149 of the Internal Revenue Code of 1986, as amended (the Code) or (ii) be treated other than as bonds to which Section 103(a) of the Code applies, and (b) the interest on the Notes will not be an item of tax preference under Section 57 of the Code.

The City further covenants that (a) it will take or cause to be taken such actions that may be required of it for the interest on the Notes to be and remain excluded from gross income for federal income tax purposes, and (b) it will not take or authorize to be taken any actions that would adversely affect that exclusion, and (c) it, or persons acting for it, will among other acts of compliance, (i) apply the proceeds of the Notes to the governmental purpose of the borrowing, (ii) restrict the yield on investment property, (iii) make timely and adequate payments to the federal government, (iv) maintain books and records and make calculations and reports, and (v) refrain from certain uses of those proceeds, and, as applicable, of property financed with such proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code.

The Notes are hereby designated as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code. In that connection, the City hereby represents and covenants that it, together with all its subordinate entities or entities that issue obligations on its behalf, or on behalf of which it issues obligations, in or during the calendar year in which the Notes are issued, (i) have not issued and will not issue tax-exempt obligations designated as “qualified tax-exempt obligations”

for purposes of Section 265(b)(3) of the Code, including the Notes, in an aggregate amount in excess of \$10,000,000, and (ii) have not issued, do not reasonably anticipate issuing, and will not issue, tax-exempt obligations (including the Notes, but excluding obligations, other than qualified 501(c)(3) bonds as defined in Section 145 of the Code, that are private activity bonds as defined in Section 141 of the Code and excluding refunding obligations that are not advance refunding obligations as defined in Section 149(d)(5) of the Code) in an aggregate amount exceeding \$10,000,000, unless the City first obtains a written opinion of nationally recognized bond counsel that such designation or issuance, as applicable, will not adversely affect the status of the Notes as “qualified tax-exempt obligations”. Further, the City represents and covenants that, during any time or in any manner as might affect the status of the Notes as “qualified tax-exempt obligations”, it has not formed or participated in the formation of, or benefited from or availed itself of, any entity in order to avoid the purposes of subparagraph (C) or (D) of Section 265(b)(3) of the Code, and will not form, participate in the formation of, or benefit from or avail itself of, any such entity. The City further represents that the Notes are not being issued as part of a direct or indirect composite issue that combines issues or lots of tax-exempt obligations of different issuers.

The Finance Director as the fiscal officer, or any other officer of the City having responsibility for issuance of the Notes is hereby authorized (a) to make or effect any election, selection, designation, choice, consent, approval, or waiver on behalf of the City with respect to the Notes as the City is permitted to or required to make or give under the federal income tax laws, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Notes or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments or penalties, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments, as determined by that officer, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the City, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Notes, and (c) to give one or more appropriate certificate of the City, for inclusion in the transcript of proceedings for the Notes, setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Notes, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Notes.

Section 11. This City Commission hereby retains the firm of Squire Patton Boggs (US) LLP pursuant to an engagement letter which has been delivered to the City by that firm in order to furnish legal services in connection with the issuance of the Notes and other matters related thereto and hereby authorizes the Finance Director to pay such fees and out-of-pocket expenses of such law

firm in rendering such services as are approved by the Finance Director and the Law Director. That engagement letter, and the execution thereof by the Finance Director, the Law Director, or any one of them, is hereby authorized, ratified and approved. That engagement letter, and the execution thereof by the Finance Director, the Law Director, or any one of them, is hereby authorized, ratified and approved. In rendering those legal services, as an independent contractor and in an attorney-client relationship, that firm shall not exercise any administrative discretion on behalf of this City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, any county, municipality or other political subdivision, or of this City, or the execution of public trusts.

Section 12. This City Commission hereby retains the firm of Sudsina & Associates, LLC in order to furnish financial advisory services in connection with the issuance and sale of the Notes and other matters related thereto and hereby authorizes the Finance Director to pay such fees and out-of-pocket expenses of such financial advisory firm in rendering such services as are approved by the Finance Director and the Law Director. In rendering those financial advisory services, as an independent contractor and in a financial advisory relationship with the City, that firm shall not exercise any administrative discretion on behalf of this City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, any county, municipality or other political subdivision, or of this City, or the execution of public trusts.

Section 13. The Clerk of the City Commission is directed to deliver a certified copy of this ordinance to the County Auditor.

Section 14. This City Commission determines that all acts and conditions necessary to be done or performed by the City or to have been met precedent to and in the issuing of the Notes in order to make them legal, valid and binding general obligations of the City have been performed and have been met, or will at the time of delivery of the Notes have been performed and have been met, in regular and due form as required by law; that the full faith and credit and general property taxing power (as described in Section 9) of the City are pledged for the timely payment of the debt charges on the Notes; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Notes.

Section 15. 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 committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 16. That, for the reasons set forth in the last preamble hereto, this ordinance is hereby declared to be an emergency measure and shall take effect immediately upon its passage and due authentication by the President and the Clerk of the City Commission.

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

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

Passed: August 27, 2018

FISCAL OFFICER'S CERTIFICATE
(City Hall Relocation)

To the City Commission of the
City of Sandusky, Ohio:

As fiscal officer of the City of Sandusky, I certify in connection with your proposed issue of \$546,000 notes (the Notes) to be issued in anticipation of the issuance of bonds (the Bonds) for the purpose of paying costs associated with the relocation of City Hall, including, but not limited to, those projects approved by Ordinance numbers 18-119, 18-128 and 18-129 and Resolution Number 025-18R (the improvement), that:

1. The estimated life or period of usefulness of the improvement is at least five years.
2. The estimated maximum maturity of the Bonds, calculated in accordance with Section 133.20 of the Revised Code, is ten years. If notes in anticipation of the Bonds are outstanding later than the last day of December of the fifth year following the year of issuance of the original issue of notes, the period in excess of those five years shall be deducted from that maximum maturity of the Bonds.
3. The maximum maturity of the Notes is fifteen years from the date of issuance of the original securities issued for the improvement.

Dated: August 27, 2018

Hank S. Solowiej, CPA
Finance Director
City of Sandusky, Ohio

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF \$546,000 NOTES, IN ANTICIPATION OF THE ISSUANCE OF BONDS, FOR THE PURPOSE OF PAYING COSTS ASSOCIATED WITH THE RELOCATION OF CITY HALL, AND DECLARING AN EMERGENCY.

WHEREAS, this City Commission has requested that the Finance Director, as fiscal officer, certify the estimated life or period of usefulness of the improvement described in Section 1 and the estimated maximum maturity of the Bonds described in Section 1 and the Notes described in Section 3, to be issued in anticipation of the Bonds; and

WHEREAS, the Finance Director has certified that the estimated life or period of usefulness of that improvement is at least five years and that the maximum maturity of the Bonds is ten years and the maximum maturity of the Notes is fifteen years; and

WHEREAS, an emergency exists in that, for the immediate preservation of the public peace, property, health and safety, it is necessary that this ordinance be immediately effective in order to issue and sell the Notes, which is necessary to enable the City to provide funds to meet its obligations in connection with the relocation of City Hall, which is urgently required for the continuation of effective City services for the health, safety and welfare of its citizens, and by reason thereof, this ordinance shall take effect forthwith upon its passage, NOW, THEREFORE,

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

Section 1. It is necessary to issue bonds of this City in the aggregate principal amount of \$546,000 (the Bonds) for the purpose of paying costs associated with the relocation of City Hall, including, but not limited to, those projects approved by Ordinance numbers 18-119, 18-128 and 18-129 and Resolution Number 025-18R.

Section 2. The Bonds shall be dated approximately October 1, 2019, shall bear interest at the now estimated rate of 6.0% per year, payable on June 1 and December 1 of each year, commencing December 1, 2019, until the principal amount is paid, and are estimated to mature in ten annual principal installments such that the total principal and interest payments in any fiscal year in which principal is payable is not more than three times the amount of those payments in any other fiscal year. The first principal installment is estimated to be made on December 1, 2019.

Section 3. It is necessary to issue and this City Commission determines that notes in the aggregate principal amount of \$546,000 (the Notes) shall be issued in anticipation of the issuance of the Bonds. The Notes shall bear interest at a rate not exceeding 5.5% per year (computed on the basis of a 360-day year consisting of twelve 30-day months), payable at maturity and until the principal amount is paid or payment is provided for. The rate of interest on the Notes shall be determined by the Finance Director in the certificate awarding the Notes in accordance with Section 6 (the Certificate of Award). The Notes shall be dated the date of issuance and shall mature not earlier than five months from the date of issuance nor later than one year from the date of issuance, as determined by the Finance Director in the Certificate of Award.

Section 4. The debt charges on the Notes shall be payable in lawful money of the United States of America, or in Federal Reserve funds of the United States of America as determined by the Finance Director in the Certificate of Award, and shall be payable, without deduction for services of the City's paying agent, at the St. Paul, Minnesota corporate trust office or

other designated office of U.S. Bank National Association, or at the office of a bank or trust company designated by the Finance Director in the Certificate of Award after determining that the payment at that bank or trust company will not endanger the funds or securities of the City and that proper procedures and safeguards are available for that purpose, or at the office of the Finance Director if agreed to by the Finance Director and the original purchaser.

Section 5. The Notes shall be signed by the Ex-Officio Mayor and the Finance Director, in the name of the City and in their official capacities, provided that one of those signatures may be a facsimile. The Notes shall be issued in the denominations and numbers as requested by the original purchaser and approved by the Finance Director, provided that no such denomination shall be less than \$100,000. The entire principal amount may be represented by a single note and may be issued as fully registered securities (for which the Finance Director will serve as note registrar) and in book entry or other uncertificated form in accordance with Section 9.96 and Chapter 133 of the Revised Code if it is determined by the Finance Director that issuance of fully registered securities in that form will facilitate the sale and delivery of the Notes. The Notes shall not have coupons attached, shall be numbered as determined by the Finance Director and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to this ordinance. As used in this section and this ordinance:

“Book entry form” or “book entry system” means a form or system under which (i) the ownership of beneficial interests in the Notes and the principal of, and interest on, the Notes may be transferred only through a book entry, and (ii) a single physical Note certificate is issued by the City and payable only to a Depository or its nominee, with such Notes “immobilized” in the custody of the Depository or its agent for that purpose. The book entry maintained by others than the City is the record that identifies the owners of beneficial interests in the Notes and that principal and interest.

“Depository” means any securities depository that is a clearing agency under federal law operating and maintaining, with its Participants or otherwise, a book entry system to record ownership of beneficial interests in the Notes or the principal of, and interest on, the Notes and to effect transfers of the Notes, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

“Participant” means any participant contracting with a Depository under a book entry system and includes security brokers and dealers, banks and trust companies, and clearing corporations.

The Notes may be issued to a Depository for use in a book entry system and, if and as long as a book entry system is utilized, (i) the Notes may be issued in the form of a single Note made payable to the Depository or its nominee and immobilized in the custody of the Depository or its agent for that purpose; (ii) the beneficial owners in book entry form shall have no right to receive the Notes in the form of physical securities or certificates; (iii) ownership of beneficial interests in

book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry by the Depository and its Participants; and (iv) the Notes as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the City.

If any Depository determines not to continue to act as a Depository for the Notes for use in a book entry system, the Finance Director may attempt to establish a securities depository/book entry relationship with another qualified Depository. If the Finance Director does not or is unable to do so, the Finance Director, after making provision for notification of the beneficial owners by the then Depository and any other arrangements deemed necessary, shall permit withdrawal of the Notes from the Depository, and shall cause the Notes in bearer or payable form to be signed by the officers authorized to sign the Notes and delivered to the assigns of the Depository or its nominee, all at the cost and expense (including any costs of printing), if the event is not the result of City action or inaction, of those persons requesting such issuance.

The Finance Director is also hereby authorized and directed, to the extent necessary or required, to enter into any agreements determined necessary in connection with the book entry system for the Notes, after determining that the signing thereof will not endanger the funds or securities of the City.

Section 6. The Notes shall be sold at not less than 97% of par plus accrued interest at private sale by the Finance Director in accordance with law and the provisions of this ordinance. The Finance Director shall, in accordance with that officer's determination of the best interests of and financial advantages to the City and its taxpayers and based on conditions then existing in the financial markets, consistently with the provisions of Section 3, establish the interest rate or rates to be borne by the Notes and their maturity, sign the Certificate of Award referred to in Section 3 evidencing that sale, cause the Notes to be prepared, and have the Notes signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Notes if requested by the original purchaser, to the original purchaser upon payment of the purchase price. The Ex-Officio Mayor, the City Manager, the Finance Director, the Law Director, the Clerk of the City Commission (including within the meaning of each such office for purposes of this ordinance any person serving in an interim or acting capacity with respect to such office) and other City officials, as appropriate, are each authorized and directed to sign any transcript certificates, financial statements and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this ordinance. The Finance Director is authorized, if it is determined to be in the best interest of the City, to combine the issue of Notes with one or more other note issues of the City into a consolidated note issue pursuant to Section 133.30(B) of the Revised Code.

Section 7. The proceeds from the sale of the Notes, except any premium and accrued interest, shall be paid into the special fund established for those proceeds, and those proceeds are appropriated thereto and shall be used for the purpose for which the Notes are being issued. Any portion of the proceeds from the sale of the Notes representing premium and accrued interest shall be paid into the Bond Retirement Fund.

Section 8. The par value to be received from the sale of the Bonds or of any renewal notes and any excess funds resulting from the issuance of the Notes shall, to the extent necessary, be used to pay the debt charges on the Notes at maturity and are pledged for that purpose.

Section 9. During the year or years in which the Notes are outstanding, there shall be levied on all the taxable property in the City, in addition to all other taxes, the same tax that would have been levied if the Bonds had been issued in the indicated installments without the prior issuance of the Notes. The tax shall be within the ten-mill limitation imposed by law, shall be and is ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner, and at the same time that taxes for general purposes for each of those years are certified, levied, extended and collected, and shall be placed before and in preference to all other items and for the full amount thereof. The proceeds of the tax levy shall be placed in the Bond Retirement Fund, which is irrevocably pledged for the payment of the debt charges on the Notes or the Bonds when and as the same fall due.

Section 10. The City covenants that it will use, and will restrict the use and investment of, the proceeds of the Notes in such manner and to such extent as may be necessary so that (a) the Notes will not (i) constitute private activity bonds, arbitrage bonds or hedge bonds under Sections 141, 148 or 149 of the Internal Revenue Code of 1986, as amended (the Code) or (ii) be treated other than as bonds to which Section 103(a) of the Code applies, and (b) the interest on the Notes will not be an item of tax preference under Section 57 of the Code.

The City further covenants that (a) it will take or cause to be taken such actions that may be required of it for the interest on the Notes to be and remain excluded from gross income for federal income tax purposes, and (b) it will not take or authorize to be taken any actions that would adversely affect that exclusion, and (c) it, or persons acting for it, will among other acts of compliance, (i) apply the proceeds of the Notes to the governmental purpose of the borrowing, (ii) restrict the yield on investment property, (iii) make timely and adequate payments to the federal government, (iv) maintain books and records and make calculations and reports, and (v) refrain from certain uses of those proceeds, and, as applicable, of property financed with such proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code.

The Notes are hereby designated as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code. In that connection, the City hereby represents and covenants that it, together with all its subordinate entities or entities that issue obligations on its behalf, or on behalf of

which it issues obligations, in or during the calendar year in which the Notes are issued, (i) have not issued and will not issue tax-exempt obligations designated as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code, including the Notes, in an aggregate amount in excess of \$10,000,000, and (ii) have not issued, do not reasonably anticipate issuing, and will not issue, tax-exempt obligations (including the Notes, but excluding obligations, other than qualified 501(c)(3) bonds as defined in Section 145 of the Code, that are private activity bonds as defined in Section 141 of the Code and excluding refunding obligations that are not advance refunding obligations as defined in Section 149(d)(5) of the Code) in an aggregate amount exceeding \$10,000,000, unless the City first obtains a written opinion of nationally recognized bond counsel that such designation or issuance, as applicable, will not adversely affect the status of the Notes as “qualified tax-exempt obligations”. Further, the City represents and covenants that, during any time or in any manner as might affect the status of the Notes as “qualified tax-exempt obligations”, it has not formed or participated in the formation of, or benefited from or availed itself of, any entity in order to avoid the purposes of subparagraph (C) or (D) of Section 265(b)(3) of the Code, and will not form, participate in the formation of, or benefit from or avail itself of, any such entity. The City further represents that the Notes are not being issued as part of a direct or indirect composite issue that combines issues or lots of tax-exempt obligations of different issuers.

The Finance Director as the fiscal officer, or any other officer of the City having responsibility for issuance of the Notes is hereby authorized (a) to make or effect any election, selection, designation, choice, consent, approval, or waiver on behalf of the City with respect to the Notes as the City is permitted to or required to make or give under the federal income tax laws, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Notes or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments or penalties, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments, as determined by that officer, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the City, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Notes, and (c) to give one or more appropriate certificate of the City, for inclusion in the transcript of proceedings for the Notes, setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Notes, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Notes.

Section 11. This City Commission hereby retains the firm of Squire Patton Boggs (US) LLP pursuant to an engagement letter which has been delivered to the City by that firm in order to furnish legal services in connection with the issuance of the Notes and other matters related thereto and hereby authorizes the Finance Director to pay such fees and out-of-pocket expenses of such law firm in rendering such services as are approved by the Finance Director and the Law Director. That engagement letter, and the execution thereof by the Finance Director, the Law Director, or any one of them, is hereby authorized, ratified and approved. That engagement letter, and the execution thereof by the Finance Director, the Law Director, or any one of them, is hereby authorized, ratified and approved. In rendering those legal services, as an independent contractor and in an attorney-client relationship, that firm shall not exercise any administrative discretion on behalf of this City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, any county, municipality or other political subdivision, or of this City, or the execution of public trusts.

Section 12. This City Commission hereby retains the firm of Sudsina & Associates, LLC in order to furnish financial advisory services in connection with the issuance and sale of the Notes and other matters related thereto and hereby authorizes the Finance Director to pay such fees and out-of-pocket expenses of such financial advisory firm in rendering such services as are approved by the Finance Director and the Law Director. In rendering those financial advisory services, as an independent contractor and in a financial advisory relationship with the City, that firm shall not exercise any administrative discretion on behalf of this City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, any county, municipality or other political subdivision, or of this City, or the execution of public trusts.

Section 13. The Clerk of the City Commission is directed to deliver a certified copy of this ordinance to the County Auditor.

Section 14. This City Commission determines that all acts and conditions necessary to be done or performed by the City or to have been met precedent to and in the issuing of the Notes in order to make them legal, valid and binding general obligations of the City have been performed and have been met, or will at the time of delivery of the Notes have been performed and have been met, in regular and due form as required by law; that the full faith and credit and general property taxing power (as described in Section 9) of the City are pledged for the timely payment of the debt charges on the Notes; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Notes.

Section 15. 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

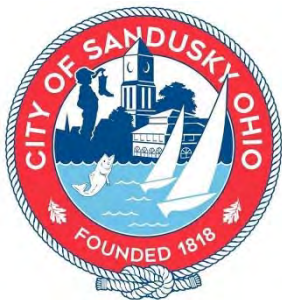
committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 16. That, for the reasons set forth in the last preamble hereto, this ordinance is hereby declared to be an emergency measure and shall take effect immediately upon its passage and due authentication by the President and the Clerk of the City Commission.

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

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

Passed: August 27, 2018



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

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

TO: Eric L. Wobser, City Manager
FROM: Hank S. Solowiej, CPA, Finance Director
DATE: August 16, 2018
RE: Commission Agenda Item

ITEM FOR CONSIDERATION:

An ordinance approving a new agreement with the Ashley Group of Sandusky, Ohio, for consulting and brokerage services related to the City's health insurance program.

BUDGETARY INFORMATION:

The cost will be \$4,000 per month for 2019, 2020, and 2021 and will be paid from the Health Insurance Fund.

ACTION REQUIRED:

It is requested that the City Commission approve the necessary legislation to avoid any lapse in coverage and planning for the 2019 year can begin.

CC: Trevor Hayberger, Acting Law Director

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND APPROVING A CONSULTING AND BROKERAGE AGREEMENT WITH THE ASHLEY GROUP OF SANDUSKY, OHIO, FOR THE ADMINISTRATION OF THE CITY'S HEALTH INSURANCE PROGRAM FOR THE PERIOD OF NOVEMBER 1, 2018, THROUGH OCTOBER 31, 2021.

WHEREAS, the Finance Committee, utilizing the services of insurance consultants, Crain, Langner & Associates who facilitated the process and reviewed the proposals, and at their meeting on October 23, 2015, unanimously recommended The Ashley Group to administer the City's health insurance program for the calendar year 2016; and

WHEREAS, the City Commission approved a Consulting and Brokerage Agreement with The Ashley Group of Sandusky, Ohio, for the administration of the City's Health Insurance Program for calendar year 2016 by Ordinance No. 15-164, passed on November 23, 2015; and

WHEREAS, the initial term of this agreement is for three (3) years and thereafter will remain in effect until terminated; and

WHEREAS, the cost for the administration services is \$4,000.00 per month for a total amount of \$48,000.00 annually and will be paid with Health Insurance Funds; 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. This City Commission authorizes and approves a Consulting and Brokerage Agreement with The Ashley Group of Sandusky, Ohio, for the administration of the City's Health Insurance Program for the period of November 1, 2018, through October 31, 2021, copy of which is marked Exhibit "1" and is attached to this Ordinance, and is specifically incorporated as if fully rewritten herein, together with such revisions or additions thereto as are approved by the Law Director as not being substantially adverse to the City and as being consistent with the purpose thereof as set forth in the preamble hereto and authorizes the City Manager and/or Finance Director to expend funds in the amount of \$4,000.00 per month for a total annual amount **not to exceed** Forty Eight Thousand and 00/100 Dollars (\$48,000.00) to The Ashley Group of Sandusky, Ohio.

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

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

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

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

Consulting and Brokerage Agreement

This Consulting Agreement (Agreement) is between City of Sandusky (Client) and The Ashley Group (Consultant), effective date to be November 1, 2018.

WHEREAS, Client wishes to obtain the assistance of Consultant with strategic benefit planning, design, funding, administration and communication with respect to its employee benefit programs;

WHEREAS, Consultant has superior knowledge and expertise in assisting employers with designing and servicing employee benefit plans; and

WHEREAS, the parties wish to set forth their respective expectations;

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties hereby agree as follows:

1. Scope of Services to be Provided by Consultant

Consultant will provide Client with the consulting and brokerage services listed below:

- A.** Review and analyze current program including a detailed review of the existing plan design
- B.** Identify and prioritize the Client's objectives for benefit plans
- C.** Develop near and long-term benefit strategy
- D.** Integrate benefit program into the Client's overall employee compensation program
- E.** Analyze historical costs
- F.** Analyze appropriate funding mechanisms including cash-flow, risk transfer and fixed costs
- G.** Compare plan performance to Client objectives on an annual (quarterly) basis
- H.** Analyze vendors and networks to develop potential alternatives
- I.** Provide detailed quarterly claims experience reviews with carrier(s) and Client. Including analysis of trends, quarterly renewal projections and ERISA compliance, as necessary
- J.** Communicate with Client's Human Resources personnel regarding benefits program issues, including employee meetings and communications
- K.** Meet with Client's management or benefits personnel as requested and at regular (quarterly) intervals
- L.** Participate in in-person meetings with Client's employees, administrators, and collective bargaining unit representatives to negotiate and finalize employee benefit plans
- M.** Issue all certificates as of the effective date
- N.** Provide claim problem resolution as requested by the Client
- O.** Provide billing problem resolution
- P.** Provide coverage interpretation
- Q.** Provide on-line claims and enrollment administration access to employee benefits office
- R.** Provide full and complete subrogation action and collection from negligent party for the benefit of the Client

- S. Keep Client informed of current State, Federal and local legislative developments including the Affordable Health Care Act
- T. At renewal, negotiate with current vendors
- U. Coordinate enrollment with Client and employees and dependents
- V. Provide education to Client's benefits personnel regarding changes/new administrative procedures
- W. Provide annually/monthly/quarterly compliance deadlines
- X. Develop and implement a detailed account Stewardship Report plan, which should include, but not be limited to, the following:
 - Specific quantifiable and measurable goals and objectives for Consultant's team relating to Client's programs ("Reports"); and
 - Detailed work plans which lay out the account management plan, work schedules, areas of concentration, timing and information requirements ("Action Plan")
- Y. Provide such other services as reasonably requested by the Client that do not require a material increase in Consultant's time or do not materially deviate from the scope of services described above.

2. Client's Responsibilities

Client will make available such reasonable information as required for Consultant to conduct its services. Such data will be made available as promptly as possible. It is understood by Consultant that the time of Client's personnel is limited, and judicious use of that time is a requirement of this Agreement. Client will make timely payments of the service fees as set forth elsewhere in this Agreement.

3. Term & Termination

A. Term.

The initial term of this Agreement shall be three years, commencement date to be November 1, 2018. Thereafter, this Agreement will remain in effect until terminated as described below.

B. Termination.

This Agreement may be terminated by either party only as follows:

- a) Effective upon thirty (30) days' advance written notice to the other party stating that such other party is in material breach of any of the provisions of this Agreement, provided such breach (if able to be cured) is not cured within fifteen (15) days after the notice is received;
- b) Effective upon six (60) days' advance written notice to the other party given with or without reason; provided such notice is given after the Initial Term; or
- c) By mutual written agreement of the parties.

4. Cost of Services

- A. \$4,000/month for initial term of November 1, 2018, through October 31, 2021. Fees thereafter will be an amount mutually agreed upon in writing by both parties. Such fees should be a base fee for services and should assume Consultant would not be entitled to any commissions,

overrides, bonuses or incentives for any coverage procured on behalf of the Client. Consultant shall indicate any exceptions to this requirement.

- B.** In the event a particular insurance company whose coverage is most advantageous to the Client will not write coverage net of commission, commissions received for coverage procured by the Consultant shall be disclosed and credited against the base fee.

5. Personnel

Consultant will assign its personnel according to the needs of Client and according to the disciplines required to complete the appointed task in a professional manner. Consultant retains the right to substitute personnel with reasonable cause. The Account Management Team consists of the following individuals:

Primary Service Team: Nick Gerber, Partner
 Kelly Belote, Director of Client Services
 Ashley Grisez, Senior Account Manager

Additional Key Resources: Stephanie Oblander, Benefit Analyst
 Timothy Paradiso, President

Consultant will monitor the financial soundness of the insurers that provide the coverages selected by Client, and promptly report to Client in writing changes in the financial rating, or operational conditions of such insurers when and if such changes occur and become known to Consultant.

6. Records and Information

Consultant agrees to keep any information provided by Client confidential and to exercise reasonable and prudent cautions in protecting the confidentiality of such information. If the services provided by Consultant involve the use of protected health information, Client and Consultant agree to enter into an appropriate business associate agreement (see Exhibit A).

7. Independent Contractor.

It is understood and agreed that Consultant is engaged by Client to perform services under this Agreement as an independent contractor. Consultant shall use its best efforts to follow written, oral or electronically transmitted (i.e., sent via facsimile or email) instructions from Client as to policy and procedure.

8. Fiduciary Responsibility.

Client acknowledges that: (i) Consultant shall have no discretionary authority or discretionary control respecting the management of any of the employee benefit plans; (ii) Consultant shall exercise no authority or control with respect to management or disposition of the assets of Client's employee benefit plans; and (iii) Consultant shall exercise good faith and reasonable diligence and perform services in accordance with the highest ethical and professional standards applicable to insurance brokers and agents providing services such as those to be performed under this Agreement. It is expressly understood and agreed that Consultant shall be a fiduciary of Client and that the relationship between Client and Consultant shall be deemed a special relationship based on the confidence, trust and reliance reposed in Consultant by Client, and Consultant's providing Client with various consultative services relating to the Client's insurance program, operations, facilities,

activities, and exposures, and its overall insurance and risk management program. Consultant shall perform services under this Agreement in the sole best interest of Client.

Client agrees to notify Consultant as soon as possible of any proposed amendments to the plans' legal documents to the extent that the amendments would affect Consultant in the performance of its obligations under this Agreement. Client agrees to submit (or cause its agent, consultants or vendors to submit) all information in its (or their) control reasonably necessary for Consultant to perform the services covered by this Agreement.

9. Indemnification

Consultant agrees to indemnify, defend, and hold Client harmless from and against any and all suits, claims, actions, losses, damages, liabilities, and expenses, including attorney fees, arising from, relating to, or incurred by reason of (a) any failure of Consultant to perform any covenant or agreement of Consultant set forth herein; (b) the injury to or death of any person or entity, or any damage to or loss of property, arising from, relating to, or incurred by reason of the act, error, omission, or misrepresentation of Consultant; and (c) any breach by Consultant of any representation, warranty, covenant, or agreement under this Agreement. The foregoing shall apply to Consultant and to all of its employees, agents, and servants. The obligations of this section shall survive the term of this Agreement.

10. Entire Agreement

This constitutes the entire Agreement between the parties, and any other warranties or agreements are hereby superseded.

Subsequent amendments to this Agreement shall only be in writing signed by both parties.

City of Sandusky

Signature

Date

Title

The Ashley Group

Signature

Date

Title

Approved as to Form and Correctness:

Trevor M. Hayberger
Acting Law Director, City of Sandusky

CERTIFICATE OF DIRECTOR OF FINANCE

The undersigned, fiscal officer of the City of Sandusky, Ohio, hereby certifies that the money required to meet the obligations of the City during the year 2019 under the foregoing Agreement has been lawfully appropriated by the Council of the City for such purposes and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Director of Finance

EXHIBIT A: BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the “Agreement”) is made and entered into by and between the City of Sandusky, (“Covered Entity”) and The Ashley Group (“Business Associate”) as of the day of November 1, 2018 (the “Effective Date”). The services provided by Business Associate to Covered Entity may involve the use and disclosure of health information that is protected by federal law as defined below (“Protected Health Information”). Therefore, the parties desire to enter into this Agreement so that the Business Associate complies with HIPAA Rules as amended by the Health Information Technology for Economic and Clinical Health provisions (“HITECH”) of the American Recovery and Reinvestment Act of 2009 and the final regulations that became effective March 26, 2015. Covered Entity and Business Associate are each a “Party” and collectively the “Parties”.

The Parties have an agreement or agreements (the “Underlying Agreement”) under which Business Associate provides services for Covered Entity that involve the use and/or disclosure of Protected Health Information. The term “Underlying Agreement” specifically includes any and all written and oral agreements between the Parties, whether in existence as of the Effective Date or entered into at some future date, and all such agreements shall be collectively referred to as the “Underlying Agreement,” provided that the singular shall mean the plural as the context so requires.

A. DEFINITIONS.

1. **Breach** shall mean the acquisition, access, use or disclosure of PHI in a manner not permitted by the Privacy Rule that compromises the security or privacy of the PHI as defined, and subject to the exceptions set forth, in 45 CFR § 164.402.

2. **Breach Notification Rule** means the Breach Notification for Unsecured Protected Health Information issued by the United States Department of Health and Human Services, 45 CFR Parts 160 and 164 (Subparts A and B).

3. **Business Associate** means The Ashley Group to the extent The Ashley Group qualifies as a Business Associate of Covered Entity as defined in 45 CFR § 160.103.

4. **Covered Entity** shall generally have the same meaning as the term “covered entity” at 45 CFR § 160.103, and in reference to the party to this agreement, shall mean the City of Sandusky.

5. **HIPAA Rules** shall mean the Privacy, Security, Breach, Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

6. **Individual** shall have the same meaning as the term “individual” in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

7. **Privacy Rule** shall mean the Standards for Privacy of Individually Identifiable

Health Information at 45 CFR part 160 and part 164, subparts A and E.

8. **Protected Health Information or "PHI"** shall have the same meaning as the term "protected health information" in 45 CFR § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

9. **Required by Law** shall have the same meaning as given in 45 CFR § 164.501.

10. **Secretary** shall mean the Secretary of the Department of Health and Human Services or his designee.

11. **Security Rule** shall mean the Security Standards for the Protection of Electronic PHI at 45 CFR Part 160 and Part 164, Subparts A and C.

All other capitalized terms not defined herein shall have the meanings assigned in the HIPAA Rules.

B. BUSINESS ASSOCIATE'S OBLIGATIONS.

1. **Use and Disclosure of PHI.** Business Associate agrees not to use or disclose PHI other than as permitted or required by this Agreement or as Required by Law. Business Associate may:

(a) use or disclose PHI to perform the services for, or on behalf of, Covered Entity, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity;

(b) use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate and disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;

(c) use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 CFR § 164.504(e)(2)(i)(B); and

(d) use PHI to report violations of law or certain other conduct to appropriate federal and state authorities or other designated officials in a manner consistent with 45 CFR § 164.502(j)(1).

2. **Compliance While Carrying Out Obligations of Covered Entity.** Where applicable, and to the extent the Business Associate carries out one or more of Covered Entity's obligation(s) under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to the Covered Entity in the performance of such obligation(s).

3. **De-Identified PHI.** PHI that has been de-identified within the meaning of 45 CFR § 164.514(b) is no longer PHI and may be used or disclosed by Business Associate for any lawful purpose.

4. **Safeguards to Protect PHI.** Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164, to prevent use or disclosure of PHI other than as provided for by this Agreement.

5. **Mitigation.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

6. **Report Violation.** Business Associate agrees to report to Covered Entity any use or disclosure of PHI not permitted by this Agreement of which it becomes aware, including any such use or disclosure by any Subcontractor of Business Associate.

7. **Apply Same Restrictions to Subcontractors.** In accordance with 45 CFR § 164.502(e)(1)(ii) and § 164.308(b)(2), if applicable, Business Associate agrees to ensure that any Subcontractor that creates, receives, maintains, or transmits PHI on behalf of the Business Associate agrees to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such PHI.

8. **Provide Access to PHI in a Designated Record Set.** To the extent that Business Associate has PHI in a Designated Record Set and Covered Entity does not maintain the original, Business Associate agrees to provide access to such PHI as Covered Entity may require to fulfill its obligations under 45 CFR § 164.524. If Business Associate receives a request for access directly from Covered Entity's patient, Business Associate will promptly notify Covered Entity of such request. In addition, to the extent that such PHI is contained in an Electronic Health Record, Business Associate will provide access in accordance with HIPAA Rules, provided that Business Associate has retained the information.

9. **Amend PHI in a Designated Record Set.** To the extent that Business Associate has PHI in a Designated Record Set, Business Associate agrees to amend such PHI as directed by Covered Entity and in accordance with 45 CFR § 164.526. If Business Associate receives a request for amendment directly from Covered Entity's patient, Business Associate will promptly notify Covered Entity of such request.

10. **Make Practices, Books and Records Available to Secretary of HHS.** Business Associate agrees to make internal practices, books, and records, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity, available to the Secretary for purposes of determining Covered Entity's and Business Associate's compliance with HIPAA Rules, subject to attorney-client and other legal privileges.

11. **Document Disclosures of PHI for Accounting of Disclosures.** Business Associate agrees to document disclosures of PHI as required for Covered Entity to comply with 45 CFR § 164.528. Business Associate agrees to promptly provide such information to Covered Entity to permit Covered Entity to respond to a patient request for an accounting of disclosures. If Business

Associate receives a request for an accounting of disclosures directly from Covered Entity's patient, Business Associate will promptly notify Covered Entity of such request.

12. Meet Minimum Necessary Use and Disclosure Requirements. Business Associate will make reasonable efforts to use, disclose, or request only the minimum PHI necessary to accomplish the purpose of the use, disclosure or request in accordance with 45 CFR § 164.502(b), including using a Limited Data Set when practicable as described under HITECH.

13. Restrict Use or Disclosure of PHI for Sale, Marketing or Fundraising. Business Associate will not use or disclose PHI for sale, marketing or fundraising in violation of the HIPAA Rules.

C. BREACH NOTIFICATION RESPONSIBILITIES.

1. Business Associate's Notice of Breach to Covered Entity. When Business Associate or its Subcontractor discovers a Breach of Unsecured PHI, Business Associate will notify Covered Entity in writing without unreasonable delay but no later than sixty (60) calendar days following the date of discovery of the Breach. To the extent information is available to Business Associate, the notice to Covered Entity will include the identification of each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach and a brief description of what happened, including the date of the Breach, the date of discovery, a general description of the Unsecured PHI or other sensitive data (such as Social Security or account numbers) involved in the Breach, and any other information required to be disclosed under 45 CFR § 164.410.

2. Covered Entity's Notice of Breach. Covered Entity will be responsible for providing notice of the Breach to the United States Department of Health and Human Services or the media as required by the Breach Notification Rule. Covered Entity will also be responsible for providing any additional notice of a breach required of Covered Entity by applicable state law. Covered Entity may request Business Associate to assist with its notice obligations. Business Associate will promptly notify Covered Entity of the assistance it will provide in this regard.

D. OBLIGATIONS OF COVERED ENTITY.

1. Covered Entity shall be responsible for using appropriate safeguards, including encryption of PHI, to maintain and ensure the confidentiality, integrity, and security of PHI transmitted pursuant to the Underlying Agreement, in accordance with the standards and requirements of the HIPAA Rules.

2. Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR § 164.520, as well as any changes to such notice.

3. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

4. Covered Entity shall provide Business Associate with any changes, in or revocation

of, permission by Individual to use or disclosure PHI, if such changes affect Business Associate's permitted or required uses and disclosures.

5. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522.

6. Permissible Requests by Covered Entity: Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity, except if the Business Associate will use or disclose PHI for data aggregation or management and administration and legal responsibilities of the Business Associate.

E. TERM AND TERMINATION.

1. Term. The Term of this Agreement shall be effective as of the date first written above, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section. Termination of this Agreement shall automatically terminate the Underlying Agreement.

2. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall provide an opportunity for Business Associate to cure the breach or end the violation, and Covered Entity shall:

- 2(a) Terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, or
- 2(b) Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible.
- 2(c) If neither termination nor cure is feasible, Covered Entity will report the violation to the Secretary.

3. Effect of Termination.

- 3(a) Except as provided in the following paragraph, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity in accordance with State and Federal retention guidelines. This provision shall apply to PHI that is in the possession of Subcontractors or agents of Business Associate. Business Associate and its Subcontractors, if any, shall retain no copies of the PHI.
- 3(b) In the event that Business Associate determines that returning or

destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

3(c) In the event Covered Entity and Business Associate agree that Business Associate shall retain PHI after the termination of this Agreement, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, Business Associate shall:

- 3(c)(i) Retain only that PHI which is necessary for Business Associate to continue its proper management and administration to carry out its legal responsibilities;
- 3(c)(ii) Return to Covered Entity, if requested in writing, the remaining PHI that Business Associate still maintains in any form;
- 3(c)(iii) Continue to use appropriate safeguards and comply with subpart C of 45 CFR part 164 with respect to electronic PHI to prevent use or disclosure of the PHI, other than as provided for in this Section for as long as Business Associate retains the PHI;
- 3(c)(iv) Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out at which applied prior to termination; and
- 3(c)(v) Return to Covered Entity or, if agreed to by Covered Entity, destroy the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

F. MISCELLANEOUS.

1. Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended, and for which compliance is required.

2. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the HIPAA Rules and any other applicable law.

3. Survival. The respective rights and obligations of Business Associate under Section E. 3 of this Agreement shall survive the termination of this Agreement.

4. Interpretation. Any ambiguity in this Agreement shall be interpreted to permit

compliance with the HIPAA Rules.

5. Governing Law. To the extent not preempted by federal law, this Agreement will be governed by the laws of Ohio, without regard to principles of conflicts of law.

6. No Third Party Beneficiaries. Nothing in this Agreement will create any right in any third party as against Covered Entity or Business Associate or be construed for the benefit of any third party.

7. Notices. Any notices required to be given hereunder shall be in writing and made by personal delivery, registered or certified mail, postage prepaid, or sent by nationally recognized express courier to such Party's address given below:

If to Covered Entity, to:

City of Sandusky
222 Meigs Street
Sandusky, OH 44870

If to Business Associate, mail to:

The Ashley Group
165 Jackson Street
Sandusky, OH 44870

Each Party named above may change its address and that of its representative for notices by the giving of notice thereof in the manner provided above.

IN WITNESS THEREOF, each Party has caused this Agreement to be executed by its duly authorized representative.

Date Agreement Effective:

Covered Entity Authorized By:

Business Associate Authorized By:

Name (Please Print)

Name (Please Print)

Authorized Signature

Authorized Signature

Title

Title

Date

Date



ADMINISTRATIVE SERVICES

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

To: Eric Wobser, City Manager

From: Stuart Hamilton, Matt Lasko, Angela Byington

Date: August 14th, 2018

Subject: **Commission Agenda Item – Code/Building/Planning software replacement solution**

ITEM FOR CONSIDERATION: Requesting legislation authorizing the City Manager to enter into a Software License and Services Agreement for the purchase, installation and data migration to a replacement Code/Building and Planning management solution with Bellefeuil, Szur & Associates, Inc. ("BSA") of Bath, MI.

BACKGROUND INFORMATION: Currently we are running Zone Pro which we have run for many years. This product is very non-user intuitive, prone to corruption, limited in functionality and extremely slow. Zone Pro also runs on a very old version of SQL server (2005) which has many known security issues and they also have issues with stability.

The City relies on this software for tracking all our Property records (Zoning, Planning, Code Enforcement, Rental information, Building and contractor permits etc.).

In December of 2017, the City issued a request for proposal to partner with a firm to provide a solution to assist in the management of (but not limited to) permitting, inspections, zoning, building and housing. Proposals were due to the City on or before January 3rd, 2018. Seven (7) submittals were received, evaluated and ranked by a selection committee. Presentations were given by the top three (3) ranked proposers. Based on the company's overall experience, management skills, past performances, and evaluation of the proposal, BSA was selected as the lowest and best proposer.

Proposed Solution:

Migrate our data from Zone Pro to BSA's solution which will be a modern and stable environment in which to manage our property records. This will provide the City with an up to date management solution that not only enables increased productivity of staff, but also makes interactions with the public on property issues more streamlined and more transparent.

BUDGETARY INFORMATION: The cost to purchase, implement and migrate is not to exceed \$111,145.00. The cost will be paid from the Rental Registration fund (\$83,358.75), and the General Fund by revenues collected by the Building Department (\$27,786.25). There will be an ongoing yearly maintenance cost of \$9,460.00 to be paid out of the departmental O&M budget.



ADMINISTRATIVE SERVICES

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

ACTION REQUESTED: It is recommended that the proper legislation be prepared authorizing the City Manager to enter into an agreement with BSA and to expend funds to purchase, install and migrate data to a replacement Code/Building and Planning management solution from Bellefeuil, Szur & Associates, Inc. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter to immediately execute the agreement and expedite the project, so the new software can be operational by years end.

Stuart Hamilton
I.T. Manager

I concur with this recommendation:

Eric Wobser
City Manager

cc: K. Kresser, Commission Clerk; H. Solowiej, Finance Director; T Hayberger, Acting Law Director

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A SOFTWARE LICENSE AND SERVICES AGREEMENT WITH BELLEFEUIL, SZUR & ASSOCIATES, INC. (BSA) OF BATH, MICHIGAN, FOR THE PURCHASE, INSTALLATION, AND DATA MIGRATION FOR A NEW SOFTWARE MANAGEMENT SOLUTION FOR USE BY THE PLANNING DEPARTMENT AND DIVISIONS OF BUILDING AND CODE ENFORCEMENT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City has used Zone Pro software for many years to track property records (Zoning, Planning, Code Enforcement, Rental information, Building and contractor permits, etc.) and this software has become non-user intuitive, prone to corruption, limited in functionality, and extremely slow, along with having security issues and issues with stability; and

WHEREAS, the City issued a Request for Proposals (RFP) in December of 2017, for a management solution to assist in the management of permitting, inspections, zoning, building, and housing records with the primary goal to replace the existing solution with one that is responsive and accessible across multiple devices (particular mobile and tablet), easier for users to navigate, more efficient for Staff to manage, and provide a wide variety of services to the community; and

WHEREAS, seven (7) proposals were received, evaluated and ranked by a selection committee and then presentations were given by the top three (3) proposers and based upon their overall experience, management skills, past performances, and evaluation of the proposal, Bellefeuil, Szur & Associates, Inc. of Bath, Michigan, was selected as the lowest and best proposer; and

WHEREAS, the total cost for the purchase, installation, and data migration for the replacement of software, including implementation and training, is \$111,145.00 of which \$83,358.75 will be paid with Rental Registration Funds and the balance of \$27,786.25 will be paid with General Funds from revenues collected by the Building Department and the annual maintenance cost of \$9,460.00 will be paid with funds from the Information Technology Department's operational budget; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately execute the agreement and expedite the project so that the new software can be operational by the end of year; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Department of Information Technology, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and

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

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

Section 1. The City Manager is hereby authorized and directed to execute a Software License and Services Agreement with Bellefeuil, Szur & Associates, Inc. of Bath, Michigan, for the purchase, installation, and data migration for a new software management solution for use by the Planning Department and Divisions of Building and Code Enforcement, substantially in the same form as reflected in Exhibit "1", a copy of which is attached to this Ordinance and specifically incorporated as if fully rewritten herein together with such revisions or additions as are approved by the Law Director as not being substantially adverse to the City and being consistent with the objectives and requirements of this Ordinance and with carrying out the City's public purposes.

Section 2. The City Manager and/or Finance Director is authorized and directed to expend funds to Bellefeuil, Szur & Associates, Inc. of Bath, Michigan, for the purchase, installation, and data migration for a new software management solution for use by the Planning Department and Divisions of Building and Code Enforcement in an amount **not to exceed** One Hundred Eleven Thousand One Hundred Forty Five and 00/100 Dollars (\$111,145.00) pursuant to and in accordance with the Software License and Services Agreement.

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

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

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

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

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

Passed: August 27, 2018

SOFTWARE LICENSE AND SERVICES AGREEMENT

This Software License and Services Agreement that includes attached Exhibits ("Agreement") is between Bellefeuil, Szur & Associates, Inc. ("BSA"), a Michigan corporation and the City of Sandusky, Erie County, OH ("Customer"), effective the date of the signature of the last Party to sign the Agreement ("Effective Date"). Each party to the Agreement is referred to as a "Party" and the parties, collectively, are referred to as "Parties."

This Agreement sets the terms and conditions under which BSA will furnish certain licensed software and certain services described herein to Customer.

SECTION A – SOFTWARE LICENSE

1. License Grant.

- 1.1. Upon the Effective Date, subject to the terms of this Agreement and Customer's ongoing compliance therewith, BSA hereby grants to Customer a perpetual, non-exclusive, non-transferable, and non-assignable license to install and use the BSA Software Products for Customer's internal business purposes only (and not, for example, as a data center, reseller, or service bureau for third parties), only on servers owned by Customer and located at Customer's facilities, and otherwise in accordance with this Agreement. "BSA Software Product(s)" means, the: (i) BSA software products set forth in **Schedule 1 to Exhibit A**; (ii) related interfaces and customizations; (iii) BSA manuals, BSA official specifications, and BSA user guides provided in or with BSA software products set forth in **Schedule 1 to Exhibit A** ("Documentation"); and (iv) all modifications to the BSA software products set forth in **Schedule 1 to Exhibit A**, including, but not limited to, fixes, new versions, new releases, updates, upgrades, corrections, patches, work-arounds (collectively, "Modifications"). For the avoidance of doubt, Documentation does not include advertising, other general statements about products, or statements by sales or other staff members. Customer may make and keep (securely) one archival copy of each BSA Software Product solely for use as backup.
- 1.2. Customer will not sublicense, modify, adapt, translate, or otherwise transfer, reverse compile, disassemble or otherwise reverse engineer BSA Software Products or any portion thereof without prior written consent of the BSA. Without limiting the foregoing, the BSA Software Products may not be modified by anyone other than BSA. If Customer modifies the BSA Software Products without BSA's prior written consent, any BSA obligation to provide support services on, and the warranty for, the BSA Software Products will be void. All rights not expressly granted are reserved.

2. License Fees. Customer agrees to pay BSA, and BSA agrees to accept from Customer as payment in full for the license granted herein, the software fees set forth in **Schedule 1 to Exhibit A**.

3. Limited Software Warranty.

- 3.1. BSA warrants and represents for a period of one (1) year from the installation of BSA Software Product that: (i) such BSA Software Product will perform substantially in the same manner as official demonstration versions and in accordance with BSA's authorized online tutorials and videos that may have been made available as part of the sales and negotiation process leading up to this Agreement; and (ii) the BSA Software Product shall conform to the Documentation and be free of material defects in workmanship and materials. Any claim under this Limited Software Warranty must be made within one (1) year from the installation of the applicable BSA Software Product. Customer's exclusive remedy in the event of a breach of this warranty shall be to have BSA use reasonable efforts to repair or replace the non-conforming BSA Software Product so as to render it conforming to the warranty, or in the event that is not possible to render it conforming with reasonable efforts, to receive a refund of the amount paid for the BSA Software Product.
- 3.2. THE FOREGOING LIMITED SOFTWARE WARRANTY IS IN LIEU OF ALL OTHER REPRESENTATIONS OR WARRANTIES RELATING IN ANY WAY TO THE BSA SOFTWARE PRODUCTS, INCLUDING, *BUT NOT LIMITED TO*, THEIR FEATURES, ATTRIBUTES, FUNCTIONALITY, AND PERFORMANCE. THE FOREGOING LIMITED SOFTWARE WARRANTY IS IN LIEU OF ALL SUCH REPRESENTATIONS OR WARRANTIES WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR REPRESENTATIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM THE COURSE OF DEALING OR USAGE OF TRADE. BSA DOES NOT REPRESENT OR WARRANT THAT THE BSA SOFTWARE PRODUCTS WILL MEET ANY OR ALL OF CUSTOMER'S PARTICULAR REQUIREMENTS, THAT THE OPERATION OF THE BSA SOFTWARE PRODUCTS WILL OPERATE ERROR-FREE OR UNINTERRUPTED, OR THAT ALL PROGRAMMING ERRORS IN THE BSA SOFTWARE PRODUCT(S) CAN BE FOUND IN ORDER TO BE CORRECTED.

4. Ownership of BSA Software Products/Proprietary Information.

- 4.1. BSA shall retain ownership of, including all intellectual property rights in and to, the BSA Software Products. Customer agrees not to challenge such rights and hereby assigns any and all copyrights and other intellectual property rights in and to the BSA Software Products to BSA and agrees to execute any and all documents necessary to effect the purposes of this paragraph. "Intellectual property rights" means all trademarks, copyrights, patents, trade secrets, moral rights, know-how, and all other proprietary rights.

SECTION B – PROFESSIONAL SERVICES

5. **Professional Services.** BSA shall provide the services ("Professional Services") set forth in **Schedule 2 to Exhibit A** and **Exhibit D** (Statement of Work, if included), for the prices indicated, provided Customer fulfills its obligations set forth in this Agreement. The Parties may enter into future Statements of Work, which shall become part of this Agreement.
6. **Change Orders.** If Customer requires the performance of professional services not covered by the existing Agreement, or requires a change to the existing Professional Services, Customer shall deliver to BSA's Project Manager a written change order and specify in such change order the proposed work with sufficient detail to enable BSA to evaluate it ("Change Order"). BSA may, at its discretion, prescribe the format of the Change Order. BSA shall provide the Customer with an evaluation of the Change Order, which may include a written proposal containing the following: (i) implementation plans; (ii) the timeframe for performance; and (iii) the estimated price for such performance. Upon execution, all Change Orders shall be governed by the terms and conditions of this Agreement, unless mutually agreed upon otherwise in writing. Customer acknowledges that such Change Orders may affect the implementation schedule and Go-Live Dates.
7. **License and Ownership.**
- 7.1. All rights, including all intellectual property rights, in and to work product delivered as a result of Professional Services under this Agreement shall be owned by BSA. For the avoidance of doubt, work product that constitutes a BSA Software Product or portion thereof shall be governed by Section A including Section 1.1 thereof.
- 7.2. Subject to Section 7.1 and Customer's compliance with this Agreement (including payment in full), BSA grants to Customer a perpetual, non-exclusive, non-transferable, and non-assignable license to use the work product and the intellectual property rights therein for Customer's internal business purposes only.
8. **Cancellation.** In the event Customer cancels or reschedules Professional Services, and without prejudice to BSA's other rights and remedies, Customer is liable to BSA for: (i) all expenses incurred by BSA on Customer's behalf; and (ii) daily fees associated with the canceled Professional Services (in accordance with the daily fee rate), if less than thirty (30) days advance notice is given regarding the need to cancel or reschedule and BSA cannot reasonably reassign its affected human resources to other projects where comparable skills are required.
9. **Limited Professional Services Warranty.**
- 9.1. BSA warrants that its Professional Services will be performed in a professional and workmanlike manner, materially in accordance with the Statement of Work attached as Exhibit D. In the event of a breach of the foregoing warranty and a claim in accordance with the next sentence, BSA's sole obligation and Customer's exclusive remedy with respect to such claim will be to have BSA re-perform the portion of the Professional Services with respect to which the warranty has been breached, to bring it into compliance with such warranty. Any claim for breach of the foregoing warranty must be made by notice to BSA within thirty (30) days of performance of the portion of the Professional Services with respect to which the claim is made, or said claim shall be deemed waived.
- 9.2. THE FOREGOING LIMITED PROFESSIONAL SERVICES WARRANTY IS IN LIEU OF ALL OTHER REPRESENTATIONS OR WARRANTIES RELATING TO THE PROFESSIONAL SERVICES, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR REPRESENTATIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW, OR FROM THE COURSE OF DEALING OR USAGE OF TRADE.

SECTION C – MAINTENANCE AND SUPPORT

10. **Maintenance and Support Generally.**
- 10.1. For a one-year period, commencing on the installation of the BSA Software Products, and subject to Customer's compliance with the Agreement, BSA will provide, at no charge to Customer, "Maintenance and Support," meaning the following: (i) Modifications (such as patches, corrections, and updates) as are generally provided at no additional charge (beyond the cost of annual Maintenance and Support) by BSA to BSA customers; and (ii) technical support, as further described in Section 11, during BSA's normal business hours.
- 10.2. Commencing one (1) year from the installation of the BSA Software Products, Maintenance and Support will be provided on an annual basis, subject to compliance with the terms of the Agreement and payment of the annual Maintenance and Support fees outlined in **Exhibit B**. Maintenance and Support will be renewed annually unless either Party notifies the other at least sixty (60) days prior to the anniversary of installation of its intent to terminate.

- 10.3. BSA guarantees that the Maintenance and Support annual fee set forth in **Exhibit B** will not change for two (2) years from the date of the installation of the BSA Software Products. After that date, BSA reserves the right each year to increase the fee over the previous year by no more than an amount that is proportionate to the increase (measured from the beginning of such previous year) in the Consumer Price Index as set forth by the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index – All Urban Consumers – U.S. City Average (the “Annual Renewal Fee”).

11. Support.

- 11.1. With respect to Errors following expiration of the Limited Software Warranty, BSA’s sole obligation and Customer’s sole remedy are set forth in this section 11. Subject to Customer’s compliance with the terms of the Agreement and purchase of Maintenance and Support, BSA shall use commercially reasonable efforts, commensurate with the severity level, to achieve its support response and resolution targets with respect to Errors as set forth in **Exhibit C**. An “Error” means a verifiable and reproducible failure of a BSA Software Product to operate in accordance with the Documentation) under conditions of normal use and where the Error is directly attributable to the BSA Software Product as updated with current Modifications. If the customer modifies the BSA Software Products without BSA’s written consent, BSA’s obligation to provide support services on the BSA Software Products will be void.
- 11.2. Support does not include the following: (i) installation or implementation of the BSA Software Products; (ii) onsite training/support, remote training, application design, and other consulting services; (iii) support of an operating system, hardware, or support outside of BSA’s normal business hours; (iv) support or support time due to a cause external to the BSA Software Products adversely affecting their operability or serviceability, which shall include but not be limited to water, fire, wind, lightning, other natural calamities, transportation, misuse, abuse, or neglect; (v) repair of the BSA Software Products modified in any way other than modifications made by BSA or its agents; (vi) support of any other third-party vendors’ software, such as operating system software, network software, database managers, word processors, etc.; and (vii) support of the BSA Software Products that have not incorporated current Modifications. All such excluded Maintenance and Support Services performed by BSA at Customer’s request shall be invoiced to Customer on a time and materials basis, plus reasonable expenses associated therewith.
- 11.3. Notwithstanding anything to the contrary, in order to maintain the integrity and proper operation of the Software, Customer agrees to use commercially reasonable efforts to implement, in the manner instructed by BSA, all Modifications in a timely manner. Customer’s failure to implement any Modifications may limit or restrict the ability of Customer to implement future Modifications. Customer shall provide prompt notice of any Errors discovered by Customer, or otherwise brought to the attention of Customer. Proper notice may include, without limitation, prompt telephonic and written (either via e-mail or postal mail) notice to BSA of any purported Error. If requested by BSA, Customer agrees to provide written documentation of Errors to substantiate those Errors and to otherwise assist BSA in the detection and correction of said Errors. BSA will use its commercial reasonable judgment to determine if an Error exists.
- 11.4. Customer acknowledges and agrees that BSA and product vendors may require online access to the BSA’s system in order for BSA to provide Maintenance and Support Services hereunder. Accordingly, Customer shall provide a connection to the Internet to facilitate BSA’s remote access to BSA’s system. BSA shall provide remote connection software, which may require installation of a software component on a workstation or server computer.

SECTION D – GENERAL TERMS AND CONDITIONS

12. **Customer Assistance.** Customer acknowledges that the implementation of the BSA Software Products is a cooperative process requiring time and resources of Customer personnel. Customer shall, and shall cause Customer personnel to, use all reasonable efforts to cooperate with and assist BSA as may be reasonably required to meet the project deadlines and other milestones agreed to by the Parties for implementation. BSA shall not be liable for failure to meet such deadlines and milestones when such failure is due to force majeure (as defined in Paragraph 1. above) or to the failure by Customer personnel to provide such cooperation and assistance (either through action or omission).
13. **BSA Proprietary Information.**
- 13.1. Customer acknowledges that the information associated with or contained in the BSA Software Products and information used in the performance of Professional Services include trade secrets and other confidential and proprietary information of BSA (the “Proprietary Information”).
- 13.2. The Customer shall maintain in confidence and not disclose Proprietary Information, directly or indirectly, to any third party without BSA’s prior written consent. Customer shall safeguard the Proprietary Information to the same extent that it safeguards its own most confidential materials or data, but in no event shall the standard implemented be less than industry standard. Proprietary Information shall be used by Customer solely to fulfill its obligations under this Agreement. Customer shall limit its dissemination of such Proprietary Information to employees within the Customer’s business organization who are directly involved with the performance of this Agreement and have a need to use such

Proprietary Information. Customer shall be responsible for all disclosures by any person receiving Proprietary Information, by or through it, as if Customer itself disseminated such information.

- 13.3.** Proprietary Information shall not include any information that: (a) is or becomes publicly known through no wrongful act or breach of any obligation of confidentiality by Customer; (b) was lawfully known to Customer prior to the time it was disclosed to or learned by Customer in connection with this Agreement, provided that such information is not known to Customer solely because of its prior business relationship with BSA; (c) was received by Customer from a third party that is not under an obligation of confidentiality to BSA; or (d) is independently developed by Customer for a party other than BSA without the use of any Proprietary Information. The following circumstances shall not cause Proprietary Information to fall within any of exceptions (a) through (d) above: (i) a portion of such Proprietary Information is embraced by more general information said to be in the public domain or previously known to, or subsequently disclosed to, the Customer; or (ii) it is a combination derivable from separate sources of public information, none of which discloses the combination itself.
- 13.4.** If Customer is required, or anticipates that it will be required, to disclose any Confidential Information pursuant to a court order or to a government authority, Customer shall, at its earliest opportunity, provide written notice to BSA so as to give BSA a reasonable opportunity to secure a protective order or take other actions as appropriate. Customer shall at all times, cooperate with BSA so as to minimize any disclosure to the extent allowed by applicable law. BSA agrees to indemnify Customer for any expense related to a request by BSA to protect the Proprietary Information.
- 14. Limitation on Liability and Damages.** BSA'S ENTIRE LIABILITY AND RESPONSIBILITY FOR ANY AND ALL CLAIMS, DAMAGES, OR LOSSES ARISING FROM THE BSA SOFTWARE PRODUCTS (INCLUDING BUT NOT LIMITED TO THEIR USE, OPERATION, AND/OR FAILURE TO OPERATE), PROFESSIONAL SERVICES, MAINTENANCE AND SUPPORT, ANY THIRD-PARTY PERFORMANCE OR LACK THEREOF, OR OTHERWISE ARISING OUT OF OR RELATING TO THIS AGREEMENT, SHALL BE ABSOLUTELY LIMITED TO DIRECT DAMAGES NOT IN EXCESS OF THE PURCHASE PRICE OF BSA SOFTWARE PRODUCTS PLUS, TO THE EXTENT APPLICABLE, THE PURCHASE PRICE OF ANY PROFESSIONAL SERVICE SET FORTH IN THIS AGREEMENT THAT GIVES RISE TO THE CLAIM. NOTWITHSTANDING ANY PROVISION CONTAINED HEREIN, BSA SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR CONTINGENT DAMAGES OR EXPENSES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING IN ANY WAY OUT OF THIS AGREEMENT, BSA SOFTWARE PRODUCTS, ANY THIRD-PARTY PERFORMANCE, OR LACK THEREOF, OR BSA'S PERFORMANCE, OR LACK THEREOF, UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LOSS OF REVENUE, PROFIT, OR USE. TO THE EXTENT THAT APPLICABLE LAW DOES NOT PERMIT THE LIMITATIONS SET FORTH HEREIN, THE LIABILITY AND DAMAGES SHALL BE LIMITED AND RESTRICTED TO THE EXTENT PERMITTED BY LAW.
- 15.** Customer is solely responsible for its data, its database, and for maintaining suitable back-ups of the data and database to prevent data loss in the event of any hardware or software malfunction. Customer covenants and agrees to undertake all necessary measures to protect and secure its data, including implementation of technical, administrative and physical protections. BSA SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR DATA LOSS REGARDLESS OF THE REASONS FOR SAID LOSS. To the maximum extent authorized by law, Customer agrees to defend, indemnify and hold BSA harmless for any claim by any person or entity arising out of any loss or compromise of data or data security or arising out of Customer's breach of this Agreement.
- 16. Additional Disclaimer.** SUPPLIER PROVIDES NO WARRANTY FOR ANY THIRD-PARTY SOFTWARE AND/OR HARDWARE. EXCEPT AS SET FORTH IN THIS AGREEMENT, SUPPLIER WILL NOT BE RESPONSIBLE FOR ANY THIRD-PARTY SOFTWARE, THIRD-PARTY SERVICES AND/OR HARDWARE.
- 17. Indemnification for Intellectual Property Infringement.** If a claim is made or an action is brought alleging that a BSA Software Product infringes on a U.S. patent, or any copyright, trademark, trade secret or other proprietary right, BSA will defend Customer against such claim and will pay resulting costs and damages finally awarded, provided that: (a) Customer promptly notifies BSA in writing of the claim; (b) BSA has sole control of the defense and all related settlement negotiations; (c) Customer reasonably cooperates in such defense at no expense to BSA; and (d) Customer remains in compliance with the Agreement and has continued to purchase Maintenance and Support Services. The obligations of BSA under this Section are conditioned on Customer's agreement that if the applicable BSA Software Product, in whole or in part, or the use or operation thereof, becomes, or in the opinion of BSA is likely to become, the subject of such a claim, BSA may at its expense either procure the right for Customer to continue using the BSA Software Product or, at the option of BSA, replace or modify the same so that it becomes non-infringing (provided such replacement or modification maintains the same material functionality and does not adversely affect Customer's use of the Update as contemplated hereunder).
- 18. No Intended Third-Party Beneficiaries.** This Agreement is entered into solely for the benefit of BSA and Customer. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement.
- 19. Termination.** Without prejudice to other rights and remedies, and except as otherwise provided in this Agreement, either Party may terminate this Agreement for the other Party's material breach upon failure to cure such breach after thirty (30) days' written notice identifying with specificity the nature of the breach. Upon termination of this Agreement: (a) Customer shall promptly pay all amounts payable to BSA for Services rendered up to the date of termination; and (b) Customer shall

return or destroy, at the direction of the BSA, BSA's Proprietary Information in its possession. The termination of this Agreement will not discharge or otherwise affect any pre-termination obligations of either Party existing under this Agreement at the time of termination. Sections 1.2, 4.1, 7.1, 13 through 16, 18, 20 through 29, and the provisions of this Agreement, which by their nature extend beyond the termination of this Agreement, will survive termination of the Agreement. No action arising out of this Agreement, regardless of the form of action, may be brought by Customer more than one (1) year after the date the action occurred.

20. **Payment Terms.** Customer shall pay BSA for all amounts in accordance with this Agreement and **Exhibit A**.
21. **Governing Law and Venue.** This Agreement shall be governed by, and construed in accordance with, the laws of the state of Ohio, without regard to its choice of law rules. BSA and the Customer agree that the exclusive venue for any legal or equitable action shall be the Courts of the County of Erie, State of Ohio, or in any court of the United States of America lying in the Northern District of Ohio.
22. **Entire Agreement.** This Agreement represents the entire agreement of Customer and BSA with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Customer hereby acknowledges that in entering into this Agreement, it did not rely on any information not explicitly set forth in this Agreement.
23. **Export.** Customer will comply with all applicable laws, including applicable export control laws that prohibit export or diversion of certain products and technology to certain countries or individuals, including foreign nationals in the United States. Customer undertakes to determine any export licensing requirements and to comply with such obligations. The BSA Software Products are deemed to be commercial computer software as defined in FAR 12.212 and subject to restricted rights as defined in FAR Section 52.227-19 "Commercial Computer Software-Restricted Rights" and DFARS 227.7202, "Rights in Commercial Computer Software or Commercial Computer Software Documentation", as applicable, and any successor regulations. Any use, modification, reproduction release, performance, display, or disclosure of BSA's Software Products by the U.S. Government shall be solely in accordance with the terms of this Agreement.
24. **Severability.** If any term or provision of this Agreement, or the application thereof, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances, other than those as to which it is held invalid or unenforceable, will not be affected thereby, and each term and provision of this Agreement will be valid and enforced to the fullest extent permitted by law.
25. **Successors and Assigns.** This Agreement shall be binding upon the successors, permitted assigns, representatives, and heirs of the Parties hereto. For avoidance of doubt, any expanded use by Customer of the Program, for example, in the event of annexation or desired shared services, shall require the consent of BSA.
26. **Force Majeure.** "Force Majeure" is defined as an event beyond the reasonable control of a Party, including governmental action, war, riot or civil commotion, fire, natural disaster, problematic weather, lack of availability of Customer provided technology, labor disputes, restraints affecting shipping or credit, delay of carriers or any other cause that could not, with reasonable diligence, be foreseen, controlled or prevented by the Party. Neither Party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure.
27. **Notice.** All notices, requests, demands, and determinations under the Agreement (other than routine operational communications), shall be in writing and shall be deemed duly given: (i) when delivered by hand; (ii) one (1) business day after being given to a nationally recognized overnight delivery service for next-business-day delivery, all fees prepaid; (iii) when sent by confirmed facsimile with a copy sent by another means specified in this provision; or (iv) six (6) calendar days after the day of mailing, when mailed by United States mail, *via* registered or certified mail, return receipt requested, postage prepaid, and in each case addressed as shall be set forth below. A Party may from time-to-time change its address or designee for notification purposes by giving the other prior written notice of the new address or designee and the date upon which it will become effective.

If to BSA:

BSA Software
14965 Abbey Lane
Bath, MI 48808
Attn: Contracts Manager
Telephone: 517-641-8900

If to Customer:

City of Sandusky

222 Meigs Street
Sandusky, OH 44870
Telephone: (419) 627-5844

- 28. Independent Contractor.** This is not an agreement of partnership or employment of BSA or any of BSA's employees by Customer. BSA is an independent contractor for all purposes under this Agreement.
- 29.** The text of the Agreement without any Exhibits and Schedules shall control over any inconsistent text in any of the Exhibits or Schedules.
- 30. Contract Documents and Order of Precedence.** The text of the Agreement without any Exhibits and Schedules shall control over any inconsistent text in any of the Exhibits or Schedules. This Agreement includes the following Exhibits and Schedules:

Exhibit A – *Payment Terms Generally*

Schedule 1 to Exhibit A - *License/Interface/Customization Fees*

Schedule 2 to Exhibit A – *Professional Services Fees*

Exhibit B – *Maintenance and Support Fees*

IN WITNESS THEREOF, the Parties hereto have executed this Agreement as of the dates set forth below.

BSA SOFTWARE, INC.

By: _____

Name: _____

Title: _____

Date: _____

CUSTOMER

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

Payment Terms

1. Customer shall pay BSA within thirty (30) days of invoice. Payments not received within fifteen (15) days of the due date shall be subject to a one and one-half percent (1.5%) per month interest charge (or, if lower, the highest amount chargeable at law) assessed against the unpaid balance from the date due until the date payment is received
2. Any amount not subject to good faith dispute and not paid within thirty (30) days of the date of each invoice shall, without prejudice to other rights and remedies, be subject to an interest charge equal to the lesser of 1.5% monthly or the maximum interest charge permissible under applicable law, payable on demand. Any charges not disputed by Customer in good faith will be deemed approved and accepted by Customer. For purposes of this Agreement, a good faith dispute regarding amounts owed exists only if Customer provides in writing at least ten (10) days prior to due date of payment on the invoice, notification of such dispute, the specific portion of the invoice in dispute, and the specific grounds of the dispute (which must be asserted in good faith), and Customer pays in timely fashion such portions that are not subject to such dispute.
3. BSA shall invoice Customer \$28,050 upon Effective Date for BSA's Project Management/Implementation Planning Fees and Data Conversion fees as set forth in Schedule 2.
4. BSA shall invoice Customer \$47,290 at start of On-Site Implementation and Training. Such amount equals BSA's software license fees as set forth in Schedule 1.
5. BSA shall invoice Customer \$35,805 at completion of On-Site Implementation and Training. Such amount equals On-Site Implementation and Training costs, Customization and Interface costs, and travel expenses, as set forth in Schedule 2.
6. Customer shall be responsible for all taxes (including sales taxes) imposed as a result of any transaction associated with this Agreement, exclusive of taxes on BSA's net income.

Schedule 1 to Exhibit A

License Fees

Applications

Building Department .NET **\$18,120**

Field Inspection .NET **\$7,610**

Citizen Request for Action .NET **\$10,145**

- ☐ Yes, please include the use of AccessMyGov On-Line Services for CRA.
 - ☐ Create New Request. Allows any user to create a request based on categories defined by the municipality.
 - ☒ View My Requests. (always enabled) Allows users to view the requests they have submitted.

AccessMyGov/Building Department **\$11,415**

Please select the features you would like to use. All of the features can be included without impacting the Annual Service Fee or Project Management and Implementation Planning Fee.

- ☒ View My Activity (always enabled): Enables contractors and the general public to easily access inspections and permits they have requested.
- ☐ Inspection Scheduling: Enables contractors and the general public to submit requests for inspections online.
- ☐ Building Department Search: Performs a search by any record number, including addresses, permits, and certificates.
- ☐ Rental Property Search: Enables users to search for addresses that are flagged as rental properties.
- ☐ Permit Applications: Enables contractors and the general public to submit permit applications online (see "Application Fee," below). This feature requires the Payment of Fees feature.
- ☐ Payment of Fees: Enables contractors and the general public to pay for permit and other fees online (see "Payment Processing Requirements," below).

Application Fee (\$2/application): This fee is for permit application submission only. Fees are accumulated and billed to the municipality.

Subtotal **\$47,290**

Schedule 2 to Exhibit A
Professional Services Fees

Data Conversions

Convert existing ZonePro data to BS&A format:

Building Department (per database) **\$15,400**

No data conversion to be performed for:

Field Inspection
Citizen Request for Action

Custom Import

Custom import from third-party software to populate Building Department database with parcels, properties, and current owners. **\$1,500**

Project Management and Implementation Planning

Services include:

- *Analyzing customer processes to ensure all critical components are addressed.*
- *Creating and managing the project schedule in accordance with the customer's existing processes and needs.*
- *Planning and scheduling training around any planned process changes included in the project plan.*
- *Modifying the project schedule as needed to accommodate any changes to the scope and requirements of the project that are discovered.*
- *Providing a central contact between the customer's project leaders, developers, trainers, IT staff, conversion staff, and other resources required throughout the transition period.*
- *Installing the software and providing IT consultation for network, server, and workstation configuration and requirements.*
- *Reviewing and addressing the specifications for needed customizations to meet customer needs (when applicable).*

\$12,650

Implementation and Training

- \$1,100/day
- Days quoted are estimates; you are billed for actual days used

Services include:

- Setting up users and user security rights for each application
- Performing final process and procedure review
- Configuring custom settings in each application to fit the needs of the customer
- Setting up application integration and workflow methods
- Onsite verification of converted data for balancing and auditing purposes
- Training and Go-Live

Software Setup	Days: 1	\$1,100
Building Department .NET	Days: 13	\$14,300
Field Inspection .NET	Days: 2	\$2,200
Citizen Request for Action .NET	Days: 4	\$4,400
AccessMyGov/Building Department	Days: 2	\$2,200
	Total: 22	Subtotal \$24,200

Post-Go Live Assistance

- Review and consult on streamlining day-to-day activities as they relate to the processes within the BS&A applications
- Assist customers with more detailed and advanced report options available within the BS&A applications
- Revisit commonly-used procedures discussed during training
- As needs arise, provide assistance with bank reconciliations
- \$1,100/day
- Days quoted are estimates; you are billed for actual days used

Post-Go Live for all Building Department apps for which training was performed	Days: 2	\$2,200
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Cost Totals

Not including Annual Service Fees

Applications	\$47,290
Data Conversions	\$15,400
Custom Import	\$1,500
Project Management & Implementation Planning	\$12,650
Implementation and Training	\$24,200
Post Go-Live Assistance	\$2,200

Total Proposed	\$103,240
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Travel Expenses	\$7,905
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Grand Total (with Travel Expenses)	\$111,145
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EXHIBIT B

Maintenance and Support Fees

Building Department .NET	\$3,625
Field Inspection .NET	\$1,520
Citizen Request for Action .NET	\$2,030
AccessMyGov/Building Department	\$2,285
Total Annual Service	\$9,460

EXHIBIT C

Support Call Process

BSA's standard hours for telephone support are from 8:30 a.m. to 5:00 p.m. (EST), Monday through Friday, excluding holidays.

You can lodge a support request in three ways: (i) **Contact Customer Support** option located within the Help menu of all of our applications (ii) our toll-free support line (1-855-BSA-SOFT) or via email.

BSA targets less than thirty (30) minutes for initial response ("Initial Response Target").

Customer service requests fall into four main categories:

- A. Technical.** Questions or usage issues relating to I.T. functionality, future hardware purchases, and configuration. BSA tries to resolve these issues within BSA's Initial Response Target or as soon thereafter as reasonably possible.
- B. Questions/Support.** General questions regarding functionality, use, and set-up of the applications. BSA tries to resolve these issues within BSA's Initial Response Target or as soon thereafter as reasonably possible.
- C. Requests.** Customer requests for future enhancements to the applications. Key product management personnel meet with development staff on a regular basis to discuss the desirability and priority of such requests. BSA tries to resolve these issues within BSA's Initial Response Target or as soon thereafter as reasonably possible.
- D. Issues/Bugs.** Errors fall into three (3) subcategories:
 - i. Critical.** Cases where an Error has rendered the application or a material component unusable or not usable without substantial inconvenience causing material and detrimental consequences to business -- with no viable Customer workaround or alternative. The targeted resolution time for critical issues is less than one (1) day.
 - ii. Moderate.** Cases where an Error causes inconvenience and added burden, but the application is still usable by Customer. The targeted resolution time for all moderate issues is within two (2) weeks, which is within our standard update cycle.
 - iii. Minimal.** Cases that are mostly cosmetic in nature, and do not impede functionality in any significant way. These issues are assigned a priority level at our regular meetings, and resolution times are based on the specified priority.

Remote Support Process

Some support calls may require further analysis of Customer's database or set-up to diagnose a problem or to assist Customer with a question. BSA's remote support tools share Customer's desktop via the Internet to provide Customer with virtual on-site support. BSA's support team is able to quickly connect remotely to Customer's desktop and view its setup, diagnose problems, or assist Customer with screen navigation.



COMMUNITY DEVELOPMENT

Matthew D. Lasko
Chief Development Officer
mlasko@ci.sandusky.oh.us

222 Meigs Street
Sandusky, Ohio 44870
419-627-5707
www.ci.sandusky.oh.us

To: Eric L. Wobser, City Manager
From: Matthew D. Lasko, Chief Development Officer
Date: August 14, 2018
Subject: Commission Agenda Item – Sale of Property

Items for Consideration: Legislation approving a Purchase and Sale Agreement (the “Agreement”) for the sale of 1421 Forest Drive.

Background Information: As part of the Neighborhood Initiative, each of the six (6) selected neighborhoods were reviewed for housing conditions and related housing redevelopment strategies. For the Southside neighborhood, it was suggested that near term blight elimination, particularly in the area surrounding Churchwell Park, was needed. The City and Erie County Land Reutilization Corporation have been aggressive in purchasing and demolishing real estate in that area.

1421 Forest was recently listed for sale by Andrew Schlotterer who has owned the 4-unit property since 2007. Three of the four units are currently occupied with tenants on month to month leases with the 4th unit being completely vacant. The property, is one of, if not the largest property in the Churchwell Park area, totaling .58 acres in size. To ensure the property was not sold to another party, the City executed, contingent on City Commission approval, the Agreement on August 16th, 2018.

Per the Agreement, the City will purchase the property for \$26,000 (no earnest money required), with traditional splits of closing costs. The property will be delivered free and clear of all liens and encumbrances to the City and must be delivered fully vacant. Closing is anticipated to occur on or before September 18th, 2018.

Simultaneously with the City’s purchase or shortly thereafter, the City desires to immediately sell the property to Erie County Land Reutilization Corporation for \$5,000 – the maximum acquisition reimbursement permitted through the Ohio Housing Finance Agency’s Neighborhood Initiative Program. Erie County Land Reutilization Corporation will immediately move forward with commencing demolition of the property.

Budgetary Information: The City will be due \$5,000 (less closing costs) for the sale of the property. The funds will be returned to the Community Development Capital Projects account.

Action Requested: It is requested that the proper legislation be prepared to approve the Purchase and Sale Agreement between the City of Sandusky and Erie County Land Reutilization Corporation. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter to allow the City to transfer the property so as to immediately move forward with asbestos abatement and demolition.

I concur with this recommendation:

Eric L. Wobser
City Manager

Matthew D. Lasko, MUPDD, MSSA
Chief Development Officer

cc: Kelly Kresser, Clerk of the City Commission
Trevor Hayberger, Acting Law Director
Hank Solowiej, Finance Director
Angela Byington, Planning Director

ORDINANCE NO. _____

AN ORDINANCE DECLARING THAT CERTAIN REAL PROPERTY OWNED BY THE CITY LOCATED AT 1421 FOREST DRIVE, SANDUSKY, AND IDENTIFIED AS PARCEL NO. 58-02602.000, IS NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE AND AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT TO SELL THE DESIGNATED REAL PROPERTY TO THE ERIE COUNTY LAND REUTILIZATION CORPORATION FOR THE PURPOSE OF BLIGHT ELIMINATION AND DEMOLITION; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, as part of the Sandusky Neighborhood Initiative, the Southside neighborhood was reviewed for housing conditions and related housing redevelopment strategies and it was determined that blight elimination was needed, particularly in the area surrounding Churchwell Park area; and

WHEREAS, the property located at 1421 Forest Drive, and identified as Parcel No. 58-02602.000, is owned by Andrew Schlotterer and City and the Erie County Land Reutilization Corporation have been aggressive in purchasing and demolishing real estate in this area and the City desires to purchase the property and afterwards sell the property to the Erie County Land Reutilization Corporation for \$5,000.00, who will immediately move forward with asbestos abatement and demolition of the property; and

WHEREAS, approval of the Purchase and Sale Agreement for the purchase of 1421 Forest Drive from Andrew Schlotterer and ratifying the execution of the Purchase and Agreement is being requested in companion legislation; and

WHEREAS, the City desires to sell the property to Erie County Land Reutilization Corporation at the purchase price of \$5,000.00, which is the maximum acquisition reimbursement permitted through the Ohio Housing Finance Agency's Neighborhood Initiative Program, and the proceeds received will be returned to the Community Development Capital Projects Fund; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately transfer the property and allow the Erie County Land Reutilization Corporation to move forward with asbestos abatement and demolition; and

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

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

Section 1. This City Commission finds, determines and declares that the Parcel No. 58-02602.000, located at 1421 Forest Drive, Sandusky, more specifically

described in Exhibit “A”, a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, is no longer needed for any municipal purpose pursuant to Section 25 of the Charter of this City.

Section 2. The City Manager is hereby authorized and directed to enter into a Purchase Agreement with the Erie County Land Reutilization Corporation for the sale of Parcel No. 58-02602.000, located at 1421 Forest Drive, for the purpose of blight elimination and demolition, 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 City’s public purpose.

Section 3. The City Manager, Finance Director and Law Director are authorized and directed to take such other actions and measures as are incident to and reasonably necessary to effect the purchase of Parcel No. 58-02602.000, located at 1421 Forest Street in Sandusky.

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 of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 6. That for the reasons set forth in the preamble hereto, this 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: August 27, 2018

**ERIE COUNTY LAND REUTILIZATION CORPORATION
PURCHASE AGREEMENT**

1. In this purchase agreement ("Agreement"), the **Erie County Land Reutilization Corporation** ("Purchaser") agrees to purchase from **The City of Sandusky** ("Seller") the following property described in Exhibit A attached hereto:

Address: **1421 N. Forest Drive, Sandusky, OH 44870** Permanent Parcel No. **58-02602.000** (the "Premises")

2. The Seller agrees to sell the Premises at the price and terms set forth herein, and in Addendum 1 (attached hereto) and to deliver a deed conveying marketable title, free and clear of any taxes, assessments, liens, or other encumbrances. **Premises must be vacant before closing can occur.** Any and all claims arising from actions prior to the date of transfer shall be the responsibility of the seller. Purchaser shall have (30) days to inspect the Premises and deliver in writing any claimed defects in title. Failure to do so within such time shall serve as a waiver of any such defects. Sellers shall have thirty (30) days to remove, or agree to remove, by the closing date such defects. If Sellers fail or refuse to remove such defects within thirty (30) days, either party may terminate this Agreement without recourse to the other by written notice to the other party. Failing such notice this Agreement will be deemed terminated within five (5) business days thereafter. The deed will be taken in the following name(s):

Erie County Land Reutilization Corporation

3. The agreed purchase price of the Premises is **Five-Thousand Dollars (\$5,000.00)**. Purchaser agrees to pay the purchase price, plus or minus prorations, at the time of closing, in cash to Seller. Transfer to take place via Quit Claim Deed. This sale, ☒ is **is not** contingent on financing.
4. The costs of this transaction shall be paid as follows:
- | | | | | |
|-----------------------------------|------------|---|--|---------------------|
| a. Escrow | N/A | <input checked="" type="checkbox"/> Seller - 0% | <input checked="" type="checkbox"/> Purchaser - 0% | Percentage (if any) |
| b. Title Examination | N/A | <input checked="" type="checkbox"/> Seller - 0% | <input checked="" type="checkbox"/> Purchaser - 0% | Percentage (if any) |
| c. Title guaranty/Owners Policy: | N/A | <input checked="" type="checkbox"/> Seller - 0% | <input checked="" type="checkbox"/> Purchaser - 0% | Percentage (if any) |
| d. Applicable transfer/conveyance | | <input checked="" type="checkbox"/> Seller - 0% | <input checked="" type="checkbox"/> Purchaser - 100% | Percentage (if any) |
| e. Broker's Commission | N/A | <input type="checkbox"/> Seller | <input type="checkbox"/> Purchaser - % | Percentage (if any) |

The net amount due Seller is purchase price [Item 3] less seller cost in Item 4.

5. Purchaser is: ☐ owner-occupant (will occupy Premises as primary residence) ☐ adjacent property owner
☐ non-profit organization ☐ public housing agency ☒ **other: Government Agency.**
6. The sale shall close **a.)** ☒ **30** days from execution of this Agreement; or, b.) ☐ upon the completion of the work specified in Addendum 2 attached hereto (the "Work") in a time not to exceed **120** days from execution of this Agreement. If (b) is checked herein, then the parties acknowledge that Seller and Purchaser have agreed that this transaction and delivery of the deed to Purchaser is conditioned upon Purchaser completing the Work in full. In furtherance thereof and as an assurance to Seller that Purchaser completes the Work, the parties agree that the deed to the Premises shall be held by Seller until the completion of the Work at which time Seller shall deliver the deed to Purchaser on the terms set forth herein. If for any reason Purchaser does not complete the

Work as specified in Addendum 2 and within the time prescribed herein, then this Agreement shall be deemed terminated at Seller's option, Seller shall retain any and all earnest money as well as any improvements made to the Premises up to that point. In such case, Purchaser waives any claims in quantum meruit or any other right to compensation or set off, and the parties shall be thereafter fully released from any liability to one another. Closing shall be held at the office of the Escrow Agent.

7. Lead based paint addendum ☐ is ☒ **is not** attached; other addendum ☒ **is** ☐ is not attached hereto and made part hereof.
8. If Purchaser defaults, then in addition to any rights under Paragraph 6, Sellers may pursue all remedies available at law. If Sellers default, Purchaser may seek a refund of any earnest money and a return of actual direct improvement expenses to the Premises. Purchaser shall in no way be entitled to remedies in equity, expectancy damages, lost profits or consequential damages.
9. Purchaser is purchasing the Premises **"AS IS"** and **"WHERE IS"** without reliance on any warranties or representations of Sellers.
10. This Agreement is not assignable by either party without the written consent of the other. This Agreement is governed under Ohio law. Risk of loss shall remain on Sellers until the earlier of closing or Purchaser's possession.
11. Purchaser(s)' intended use is: ☐ owner-occupancy/**property expansion** ☒ **resale upon demolition**
☐ rental

Purchaser: _____
Patrick J. Shenigo, ECLRC Board President

Seller: _____
Eric L. Wobser, City Manager

Date: _____

Date: _____

CERTIFICATION OF BROKER: The undersigned certifies that: (1) neither he/she nor their agents has declined to sell the Premises to or to make it available for inspection or consideration by a prospective purchaser due to race, color, religion, sex, familial status, national origin, or disability; (2) he/she has both provided and explained to Purchaser the notice regarding use of Seller's closing agent; (3) he/she has explained to Purchaser the terms of this Agreement; and (4) he/she is authorized/licensed according to law to act on one or both parties' behalf.

Broker's Business Name and Address: _____

N/A

Broker's EIN or SSN _____

Broker's Signature: _____

Broker's Phone No. _____

ADDENDUM 1

This Addendum ("Addendum") to the Purchase Agreement ("Agreement") dated the _____ day of _____, 2018 for the sale of the property at **1421 N. Forest Drive, Sandusky, OH 44870, Erie County, Auditor Parcel # 58-02602.000**, ("Premises") by and between the **Erie County Land Reutilization Corporation** its related or affiliated or co-owned companies ("Purchaser") and **The City of Sandusky** ("Seller"). The Agreement is subject to the following additional terms and conditions, which Purchaser acknowledges and agrees to:

- 1.) **MULTIPLE OFFER NOTIFICATION:** Purchaser accepts that multiple offers for Seller owned property is common and expected. Sellers retain the sole and absolute discretion to accept or reject any offer received.
- 2.) Purchaser has inspected the Premises and is aware of its present physical condition. Seller, its agents and employees, have made no representation to Purchaser concerning the Premises, verbally or in writing,
- 3.) The Premises is being sold in its present "AS IS, WHERE IS" physical condition. Purchaser accepts the Premises "as is", as of the date of title transfer. Purchaser acknowledges that the Premises' "as is" condition may include both patent and latent defects, including, but not limited to, structural instability, major systems defects (electrical, heating, plumbing), basement moisture, leaks or flooding, etc. Items of personal property are not included in the sale. If personal property is left on or about the Premises, Sellers make no warranty, expressed or implied, as to the condition thereof or title thereto.
- 4.) Purchaser was advised that he/she is entitled to fully inspect the Premises whether part of the Agreement or an Addendum thereto, all at Purchaser's sole cost. Unless called for in the Agreement, Purchaser hereby waives the right to such inspections.
- 5.) Sellers and their agents make no representations whatsoever, regarding the existence of any potential environmental hazards in the Premises, and Purchaser waives any claims or liability against Sellers for any harmful effects there from. These potential environmental hazards include, but are not limited to: Lead Based Paint, Asbestos, Urea-Formaldehyde Foam Insulation, Radon Gas, Mold or Black Mold, or any other potentially toxic substances.
- 6.) Should the Premises be subject to any Municipal, State, or Federal violations, Purchaser will be fully responsible for assuming and correcting all violations after title transfer and no later than 120 days after title transfer. Purchaser shall remain responsible for any applicable repair escrow funds required by any political subdivision associated with the assumption of such violations. Purchaser shall refund to Seller, through escrow and prior to title transfer, any amount(s) deposited with any municipality pursuant to applicable law and/or regulation.

- 7.) It is agreed that no Sellers funds shall be held or retained for final water and sewer bills. Sellers will be responsible for payment of all utilities, including water, electric, gas and sewer, to the date of title transfer. Purchaser agrees to refund Sellers for all expenses and all utility charges incurred by Sellers due to Purchaser's failure to transfer all utility services as indicated above. All damages, risks, and liabilities of all kind related to the termination of utility services at the Premises, shall be the Purchaser's sole responsibility.
- 8.) Purchaser shall close by the Agreement closing date. No extension thereof will be given without Sellers' prior written approval. If Purchaser fails to close by the closing date or Seller-authorized extension thereof, through no fault of Sellers, then at the option of Sellers and by written notice from Sellers to the Purchaser, all remedies in Paragraph 6 of the Agreement shall apply. Time is of the essence.
- 9.) Purchaser understands that Purchaser shall not take possession or begin work, in any form, to the Premises or its grounds, prior to the closing date in the Agreement, without prior approval of the Sellers.
- 10.) Purchaser acknowledges, and understands, that acceptance of the offer by the Sellers does not constitute loan approval on any loan that may be applied for in conjunction with the Agreement.
- 11.) Purchaser warrants and agrees to the following:
- a. Purchaser does not own any real property that is in material violation of state and/or local building, housing and health codes or have a history of code violations.
 - b. Purchaser owns no real property with a history of being a site of criminal activity during Purchaser's ownership thereof.
 - c. Purchaser does not own any real property that is tax delinquent, nor has lost title to any property due to non-payment of taxes within the past three (3) years.
 - d. The proposed use of the Premises is consistent with current zoning requirements unless a waiver for nonconforming use has been secured prior to the transfer
- 12.) The Purchaser hereby indemnifies, holds harmless and will defend Sellers for any claims, losses, actions or liabilities arising out of or associated with Purchaser's presence or work on the Premises. Purchaser will at all times maintain general liability insurance covering against bodily and/or property injury to any person including Purchaser's agents, employees, independent contractors, trespassers, guests and/or invitees. Purchaser shall also maintain the Premises free from weeds and debris, and keep the Premises secured as needed, according to code.

13.) Should any terms and conditions of this Addendum 1 be in conflict with the applicable Purchase Agreement, then the terms and conditions of this Addendum 1 shall prevail.

Purchaser: _____
Patrick J. Shenigo, *ECLRC Board President*

Seller: _____
Eric L. Wobser, *City Manager*

Date: _____

Date: _____

DRAFT

Exhibit "A"

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

DRAFT

all County Little Inc
Mail. 145 Akron Rd.
Wadsworth, OH 44281

GENERAL WARRANTY DEED

Mark S. Claes an unmarried man, for one dollar and other valuable consideration paid, grant(s), with general warranty covenants, to

Andrew Schlotterer a single man

whose tax-mailing address is: 1421 North Forest, Sandusky, OH 44857

the following **REAL PROPERTY**:

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

Being Sublot No. 43 in MacArthur Park Subdivision as per plat recorded in Plat Volume 15, Pages 6 and 7, Recorder's Office, Erie County, Ohio.

PARCEL No.: 58-02602-000

PROPERTY ADDRESS: 1421 North Forest, Sandusky, OH 44857

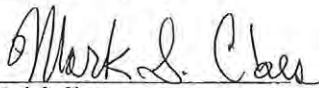
Subject to taxes and assessments which are not yet due and payable and which are now or may hereafter become liens on said premises and except conditions and restrictions and easements, if any, contained in former deeds of record for said premises, subject to all of which this conveyance is made.

Prior Instrument Reference: Volume 364 Page 551 Recorder's Office of Erie County, OH.

Grantor(s) release(s) all rights of dower therein.

WITNESS MY hand(s) this 3rd day of April 2007.

Signed and acknowledged in the presence of:

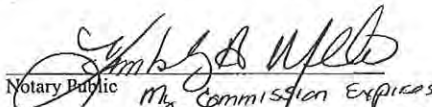

Mark S. Claes

STATE OF OHIO } SS.
COUNTY OF ~~Erie~~ Okla } SS.

BE IT REMEMBERED, That on this 3rd day of April 2007, before me, a Notary Public, in and for said State, personally came Mark S. Claes an unmarried man, the Grantor(s) in the foregoing deed, and acknowledged the signing thereof to be their voluntary act and deed.

IN TESTIMONY THEREOF, I Have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

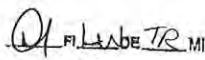
SEAL


Notary Public

My Commission Expires
May 20, 2012

RN 200703865 Page 1 of 2
ERIE COUNTY OHIO RECORDER
Barbara A. Sessler 2P
RECORDING FEE: 28.00
CTR Date 04/13/2007 Time 13:58:55

This Instrument was prepared by: Attorney David C. Jack
145 Akron Road Wadsworth, OH 44281


David C. Jack
Attorney at Law

MICROFILMED/
SCANNED

Transferred	
In Compliance with sections 319.222 and 322.02 of the Ohio Revised Code.	
FEE \$	14.00
EXEMPT	
R/E TRANSFER	
\$	222.00
Thomas - John	
Erie County Auditor	
Trans. Fees \$.50
Date	4/13/07 By: <i>[Signature]</i>

APPROVED as per Erie County Requirements
And Sections 4733-37 and 4733-37-07 of the
Ohio Administrative Code only. No Field
Verifications for Accuracy Made.

[Signature]
Erie County Engineer

4/13/07

August 15, 2018

MEMORANDUM

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

ITEM FOR CONSIDERATION: Requesting legislation authorizing the City Manager to purchase twenty (20) APX 900 Model 2 Portable Radios and accessories from Motorola Solutions, Inc., of Chicago, IL, through the State of Ohio's Cooperative Purchasing Program #573077-0 in an amount not to exceed **\$38,785.90**.

BACKGROUND INFORMATION: The purchase of twenty (20) portable radios is the first of a two phase upgrade. The proposed purchase of the Motorola APX 900 radios with digital and analog capabilities will include, 20 spare batteries, 10 radio microphones and 3 multi-port chargers.

The upgrade of the radios has been determined by the Fire Chief as the existing radios are 16 years old and the new radios will allow the transition from antiquated analog to digital capability for future digital integration with the Erie County Sheriff's Office and the Erie County mutual aid partners. The old radios will be retained and used for spares.

BUDGETARY INFORMATION: The total amount for this purchase is **\$38,785.90**. This purchase will be paid with monies from the EMS Fund.

ACTION REQUESTED: It is requested that the proper legislation be prepared to purchase twenty (20) APX 900 Model 2 Portable Radios and accessories at a total cost of **\$38,785.90** from Motorola Solutions, Inc. of Chicago, IL, through the State of Ohio's Cooperative Purchasing Program #573077-0. It is further requested that this legislation take immediate effect in full accordance with section 14 of the City Charter to allow the radios to be ordered prior to the expiration of the quote on September 21, 2018, and to avoid potential price increases.

Approved:

I concur with this recommendation:

Rick Wilcox, Fire Chief

Eric Wobser, City Manager

Cc: Eric Wobser, City Manager
Hank Solowiej, Finance Director
Trevor Hayberger, Acting Law Director
John Orzech, Acting Safety Services Director
Stuart Hamilton, IT Manager
Kelly Kresser, Commission Clerk

**MOTOROLA SOLUTIONS**

Quote Number: QU0000447126

Effective: 23 JUL 2018

Effective To: 21 SEP 2018

Bill-To:

SANDUSKY FIRE DEPT, CITY OF
222 MEIGS ST
SANDUSKY, OH 44870
United States

Ultimate Destination:

SANDUSKY FIRE DEPT, CITY OF
222 MEIGS ST
SANDUSKY, OH 44870
United States

State Bid #

Attention:

Name: Captain Jim Green
Email: jgreen@ci.sandusky.oh.us
Phone: 419-627-5822

Sales Contact:

Name: Christopher Eager MR
Email: ceager@bendercomm.com
Phone: 7403820000

Tidedo
419.531.2844
800.878.2844

Contract Number: OHIO STATE
Freight terms: FOB Destination
Payment terms: Net 30 Due

Item	Quantity	Nomenclature	Description	Your price	Extended Price
1	20	H92SDF9PW6AN	APX 900 UHFR2 MODEL 2 PORTABLE	\$1,659.96	\$33,199.20
1a	20	QA04097AA	ENH: P25 CONVENTIONAL		
1b	20	Q887AT	ADD: 5Y ESSENTIAL SERVICE		
1c	20	QA06766AA	ALT: IMPRESS LI-ION TIA 2900MAH		
1d	20	QA01648AA	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY		
2	5	PMPN4175A	CHGR DESKTOP SINGLE UNIT IMPRES 2, US/NA	\$136.13	\$680.65
3	10	PMMN4065A	MICROPHONE,IMPRES RSM, IP57	\$80.03	\$800.30
4	3	WPLN4108AR	IMPRES MULTI UNIT CHARGER - 110V US PLUG NON-DISPLAY	\$650.25	\$1,950.75
5	20	PMNN4493A	BATT IMPRES LIION HE DENS IP68 3000T	\$95.25	\$1,905.00

Estimated Freight Amount
Total Quote in USD

\$250.00
\$38,785.90

THIS QUOTE DOES NOT INCLUDE programming. This will be billed to the customer in addition to this quote directly from Bender Communications.

THIS QUOTE IS BASED ON THE FOLLOWING:

1 This quotation is provided to you for information purposes only and is not intended to be an offer or a binding proposal.

If you wish to purchase the quoted products, Motorola Solutions, Inc. ("Motorola") will be pleased to provide you with our standard terms and conditions of sale (which will include the capitalized provisions below), or alternatively, receive your purchase order which will be acknowledged.

Thank you for your consideration of Motorola products.

2 Quotes are exclusive of all installation and programming charges (unless expressly stated) and all applicable taxes.

3 Purchaser will be responsible for shipping costs, which will be added to the invoice.

4 Prices quoted are valid for thirty(30) days from the date of this quote.

5 Unless otherwise stated, payment will be due within thirty days after invoice. Invoicing will occur concurrently with shipping.

MOTOROLA DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE ORDERED PRODUCTS, EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

MOTOROLA'S TOTAL LIABILITY ARISING FROM THE ORDERED PRODUCTS WILL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCTS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. IN NO EVENT WILL MOTOROLA BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE TWENTY (20) MOTOROLA APX 900 MODEL 2 PORTABLE RADIOS AND ACCESSORIES OF MOTOROLA SOLUTIONS, OF CHICAGO, ILLINOIS, THROUGH THE STATE OF OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES COOPERATIVE PURCHASING PROGRAM; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Sandusky Fire Department currently uses radios that are sixteen (16) years old and antiquated and the Fire Chief has determined the need to purchase new radios to transition from analog to digital capability for future digital integration with the Erie County Sheriff's Office and other Erie County mutual aid agencies and the old radios will be retained for spares; and

WHEREAS, the Motorola portable radios are available through the State of Ohio Department of Administrative Services Cooperative Purchasing Program from Motorola Solutions, Inc., of Chicago, Illinois, thereby allowing local political subdivisions to purchase items that have been competitively bid from the successful state vendor giving the City the benefit of the State's negotiated price and eliminating the necessity of formal bidding; and

WHEREAS, the total cost of twenty (20) Motorola APX 900 Model 2 Portable Radios is \$38,785.90, and will be paid with EMS Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to allow the portable radios to be ordered prior to the expiration of the quote on September 21, 2018, and to avoid potential price increases; and

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

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

Section 1. The City Manager be and hereby is authorized and directed to purchase twenty (20) Motorola APX 900 Model 2 Portable Radios and accessories from Motorola Solutions, Inc. of Chicago, Illinois, through the State of Ohio Department of Administrative Services Cooperative Purchasing Program, Contract #573077-0, at an amount **not to exceed** Thirty Eight Thousand Seven Hundred Eighty Five and 90/100 Dollars (\$38,785.90).

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

Section 3. This 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: August 27, 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: Jeff Keefe, P.E., CPESC, CPSWQ

Date: August 15, 2018

Subject: **Commission Agenda Item – Permission to Bid 2018 Columbus – Scott – Campbell Intersection Project Phase 3**

ITEM FOR CONSIDERATION: Legislation authorizing the City to accept bids for the 2018 Columbus – Scott – Campbell Intersection Project Phase 3, to complete the intersection improvements started under the 2017 Campbell Street Resurfacing and Columbus – Scott – Campbell Intersection Project Phase 1 & 2.

BACKGROUND INFORMATION: The 2017 Campbell Street Resurfacing and Columbus – Scott – Campbell Intersection Project Phase 1 & 2 is currently being finalized which will allow for this project to proceed. This project will complete Phase 3 improvements which include signals, poles, and final improvements to complete the pedestrian safety project. This intersection will have preemption equipment for Fire Department use.

This project will be partially funded by the National Transportation Act that has made available certain Federal funding for use by Local Public Agencies through the Federal Highway Administration (FHWA) which has designated ODOT as the agency to administer FHWA's Federal Funding Programs through the Active Transportation (AT) project fund. Ordinance No. 18-018 was passed on January 22, 2018 to enter into an agreement with ODOT for this project.

BUDGETARY INFORMATION: The estimated cost of the project, including engineering, inspection, advertising and miscellaneous costs, is \$170,471.00 with \$125,000.00 from the Ohio Department of Transportation through the Active Transportation Project Funding and \$45,471.00 from CDBG funds.

ACTION REQUESTED: It is recommended that the proposed 2018 Columbus – Scott – Campbell Intersection Project Phase 3 be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to bid the project, receive competitive prices and to complete the signalization project and meet the timeline and requirements set forth by ODOT.

I concur with this recommendation:

Eric Wobser
City Manager

Aaron Klein, P.E.
Director

cc: K. Kresser, Commission Clerk; H. Solowiej, Finance Director; T. Hayberger, Acting Law Director

RESOLUTION NO. _____

A RESOLUTION DECLARING THE NECESSITY FOR THE CITY TO PROCEED WITH THE PROPOSED COLUMBUS-SCOTT-CAMPBELL INTERSECTION PROJECT PHASE 3; APPROVING THE SPECIFICATIONS AND ENGINEER'S ESTIMATE OF COST THEREOF; AND DIRECTING THE CITY MANAGER TO ADVERTISE FOR AND RECEIVE BIDS IN RELATION THERETO; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

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

WHEREAS, this City Commission declared the necessity for the City to proceed with the proposed Campbell Street Resurfacing and Columbus-Scott-Campbell Intersection Project Phase 1 & 2 by Resolution No. 055-17R, passed on November 13, 2017, and these phases of the project are currently being finalized;

WHEREAS, Phase 3 of the project involves the improvements to the signals and poles, and completion of the pedestrian safety improvements; and

WHEREAS, this City Commission authorized and directed the City Manager to enter into the LPA Federal Local-Let Project Agreement with the Ohio Department of Transportation (ODOT) for awarded funds in the amount of \$125,000.00 through the Active Transportation (AT) Project program for a portion of the Columbus-Scott-Campbell Intersection Improvements Project by Ordinance No. 18-018, passed on January 22, 2018; and

WHEREAS, the total estimated cost of this project including engineering, inspection, advertising, and miscellaneous expenses is \$170,471.00 of which \$125,000.00 will be paid with ODOT funds through the Active Transportation Project and the remaining balance of \$45,471.00 will be paid with Community Development Block Grant (CDBG) funds; and

WHEREAS, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to bid the project, receive competitive prices and complete the project to meet the timeline and requirements set forth by ODOT; and

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

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

Section 1. The specifications and estimates of cost as prepared by the Director of Public Works and submitted to this City Commission, and which are now on file in the offices of the Director of Public Works and the Clerk of the City Commission, for the proposed Columbus-Scott-Campbell Intersection Project Phase 3, be and the same hereby are approved by this City Commission.

Section 2. This City Commission hereby declares it necessary to proceed with the proposed Columbus-Scott-Campbell Intersection Project Phase 3 at the earliest possible time.

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

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

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

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

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

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

Passed: August 27, 2018



DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: August 16, 2018

Subject: Commission Agenda Item – Combined Sewer Model Update and Flow Monitoring Program Support

ITEM FOR CONSIDERATION: Ordinance to enter into agreement for professional services with Strand Associates, Inc. (Strand) of Cincinnati, Ohio to provide Combined Sewer Model Update and Flow Monitoring Program Support.

BACKGROUND INFORMATION: As part of the NPDES modification that resulted from recent negotiations with Ohio Environmental Protection Agency (EPA) regarding updates to the Combined Sewer Overflow (CSO) General Plan (Plan), the City agreed to proceed with five construction projects and perform an evaluation of potential green infrastructure (GI) opportunities. Two projects (East End Sewer Improvements and Grit Tank Expansion) are complete and functioning very well. Two other projects (Farwell & Pier Track Pump Station Upgrades) are currently being designed. Staff anticipates initiating design of the fifth project (Mills Street High Rate Treatment) in 2020. Finally, the City entered into an agreement with Strand in 2016 to evaluate green infrastructure opportunities in the CSO area.

This GI evaluation included updating the existing sewer model to ensure proper site selection. However, Strand quickly noticed that the existing model did not accurately reflect existing conditions. It was based on field data collected in 2001 and only incorporated some of the completed sewer improvement projects since the original modeling. Another issue was that the end goal from Ohio EPA changed from the 1999 requirement of 80% capture to the 2015 requirement of 95% to 99% capture. This modification requires the model to be much more refined and accurate than the original version.

Since the Mills Street HRT project, the fifth project on the list, is estimated at \$10,500,000 in 2020, it is imperative that the existing sewer model accurately reflect existing conditions, especially with construction costs dramatically increasing over the past year. Any inaccuracies within the model may result in a design that does not adequately address the project's intended purpose. An inaccurate flow could cause the project to be 1) overdesigned – meaning the City paid too much, or 2) under-designed – meaning additional projects would be required in the future.

To attain an accurate model, existing conditions and equipment must be reevaluated. Strand will be evaluating all of the existing flow meters, providing technical support to ADS (under separate contract) to ensure new, accurate information throughout various CSO catchment areas, performing infrastructure evaluations, processing flow metering information, evaluating data from outside flow metering sources (i.e. Erie County), evaluating lake level effects on the sewer system, assessing rain gauge information, incorporating recent projects into the model based on as-built drawings and provide some baseline data correction within the model.

Since the level of actual modeling, which involves calibration of the model while performing and analyzing various model runs based on typical year storm events, this would be included under separate contract after the model updates are complete in 2019.

Typically for a project like this, Strand would hire a subconsultant (like a surveyor or geotechnical contractor) to perform the flow metering work. However, Strand proposed two separate contracts since they would simply mark up the work that would be performed by ADS (see separate legislation).

Since the flow metering is scheduled to begin the first week of September 2018 to get as many wet weather events as possible. The goal is to obtain a final report from ADS and update the model no later than summer of 2019, which would provide enough time to meet Ohio EPA's deadline for the Mills Street HRT project.

BUDGETARY INFORMATION: The amount for the professional services agreement is \$47,000 which will be funded entirely with Sewer Funds and has incorporated into the new Five-Year CIP and annual evaluation of sewer rates.

ACTION REQUESTED: It is recommended that an ordinance for a professional services agreement for the Combined Sewer Model Update and Flow Monitoring Program Support project in the amount of \$47,000.00 be approved under suspension of the rules and in accordance with Section 14 of the City Charter in order to install the flow meters prior to September 1, which is the onset of the desired rainy season.

I concur with this recommendation:

Eric Wobser
City Manager

cc: K. Kresser, Commission Clerk; H. Solowiej, Finance Director; T. Hayberger, Acting Law Director

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL SERVICES WITH STRAND ASSOCIATES, INC., OF CINCINNATI, OHIO, TO PROVIDE A COMBINED SEWER MODEL UPDATE AND FLOW MONITORING PROGRAM SUPPORT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, as part of the NPDES modification that resulted from recent negotiations with the Ohio Environmental Protection Agency (EPA) regarding updates to the Combined Sewer Overflow (CSO) General Plan, the City agreed to proceed with five (5) construction projects and perform an evaluation of potential green infrastructure (GI) opportunities of which two (2) projects (East End Sewer Improvements and Grit Tank Expansion) are complete, two (2) projects (Farwell & Pier Track Pump Station Upgrades) are currently being designed, the last project (Mills Street High Rate Treatment) is anticipated to be initiated in 2020, and the green infrastructure evaluation was completed by Strand Associates, Inc.; and

WHEREAS, this City Commission approved an agreement for Professional Services with Strand Associates, Inc., of Cincinnati, Ohio, to perform a Coarse-Level Green Infrastructure Evaluation of the City's General Plan for Combined Sewers by Ordinance No. 15-138, passed September 28, 2015, and subsequently approved an agreement for Professional Services to perform Phase II of the Green Infrastructure Evaluation by Ordinance No. 17-008, passed on January 23, 2017; and

WHEREAS, the Green Infrastructure evaluation included updating the existing sewer model to ensure proper site selection, however, Strand Associates discovered the existing model did not accurately reflect existing conditions as it was based on field data collected in 2001 and only incorporated some of the completed sewer improvement projects since the original modeling and furthermore, the Ohio EPA updated their requirement from 80% capture to 95% - 99% capture, which requires the model to be more refined and accurate than the original version; and

WHEREAS, the professional services to be provided by Strand Associates, Inc. include evaluating all of the existing flow meters, providing technical support to ADS Environmental Services to ensure new, accurate information throughout various CSO catchment areas, performing infrastructure evaluations, processing flow metering information, evaluating data from outside flow metering sources (i.e. Erie County), evaluating lake level effects on the sewer system, assessing rain gauge information, incorporating recent projects into the model based on as-built drawings and provide some baseline data correction within the model.; and

WHEREAS, approval to enter into a Professional Services Agreement with ADS Environmental Services of Valley View, Ohio, for services related to the 2018 Combined Sewer Flow Monitoring System Project is being requested in companion legislation; and

WHEREAS, Strand Associates, Inc. will be providing professional services exempt from the requirement of competitive bidding as they have developed the necessary knowledge, professional expertise and technical ability necessary to

complete the required tasks and have successfully provided services for the Phase I and Phase II Green Infrastructure Evaluation of the City's General Plan for Combined Sewers resulting in a knowledge and understanding of the project providing a benefit to the City; and

WHEREAS, the cost of the Professional Services is \$47,000.00 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 so the flow meters can be installed prior to September 1, 2018, which is the onset of the desired rainy season; and

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

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

Section 1. The City Manager is authorized and directed to enter into an agreement with Strand Associates, Inc., of Cincinnati, Ohio, for professional services to provide a Combined Sewer Model Update and Flow Monitoring Program Support, 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** Forty Seven Thousand and 00/100 Dollars (\$47,000.00).

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

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

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

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

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

Passed: August 27, 2018

AGREEMENT
FOR
PROFESSIONAL SERVICES

This Agreement for Professional Design 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 Strand Associates, Inc. (the “Engineer”), whose contact person and address are set forth below.

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

Project Name:	Combined Sewer Model Update and Flow Monitoring Program Support
Director of Public Works:	Aaron Klein, P.E.
Address:	Department of Public Works City of Sandusky 222 Meigs Street Sandusky, Ohio 44870
Engineer:	Strand Associates, Inc.
Contact:	Kelly Kuhbander, P.E., LEED AP
Address:	615 Elsinore Place Suite 320 Cincinnati, Ohio 45202

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

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

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

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

ARTICLE 1. RESPONSIBILITIES OF ENGINEER

1.1. Engineer’s Services

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

1.1.2. Timeliness; Standard of Care. The Project Schedule shall be established by mutual agreement between the City and the Engineer within thirty (30) days after the execution hereof. The Engineer shall perform the Engineer's services in accordance with professional standards of skill, care, and diligence in a timely manner in accordance with the Project Schedule and so that the Project shall be completed as expeditiously and economically as possible within the Construction Budget and in the best interests of the City.

1.1.3. Non-Discrimination. The Engineer represents that the 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 Engineer may provide services through one or more consultants employed by the Engineer (the "Consultants"); provided, however, the Engineer shall remain responsible to the City for all duties and obligations of the Engineer under this Agreement. Unless waived or otherwise modified in writing by the City upon written request of the Engineer, no Consultant shall be retained upon terms inconsistent with this Agreement. The 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 Engineer's services shall not be altered without the written consent of the City Engineer. Upon the request of the City, the Engineer shall terminate the employment of any Consultant. The City may communicate with any Consultant through the Engineer or directly to the Consultant with notice to the Engineer.

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

1.1.6. Limitation of Authority. The 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 Engineer shall have authority to act on behalf of the City only to the extent provided herein. The 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 ENGINEER'S BASIC SERVICES

2.1. General

2.1.1. Basic Services to be provided by the 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 Engineer shall not be compensated for services made necessary by the negligent act or omission of the Engineer or any Consultant. Unless waived by the City in writing,

authorization to provide Additional Services must be obtained prior to providing the Additional Services.

ARTICLE 4. RESPONSIBILITIES OF THE CITY

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

4.2. Instructions to Contractors. All instructions of the City to Contractors shall be through, or in consultation with, the 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 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 Engineer may not rely upon, information from third parties.

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

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

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

ARTICLE 5. COMPENSATION

5.1. Direct Personnel Expense

5.1.1. Definition. Direct Personnel Expense shall mean the portion of direct salaries and wages of all personnel of the 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 Engineer's performance on, or profit from, the Project.

5.1.2. Records. Direct Personnel Expense for the 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 Engineer.

5.1.3. Limit. The Engineer shall use all reasonable means to provide Direct Personnel Expenses that are within the limits of the project scope and fees as agreed to with the City.

5.2. Reimbursable Expenses

5.2.1. Definition. Reimbursable Expenses means actual expenditures incurred by the 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 Engineer and the Project, long-distance telephone, facsimile communications, reproduction, mailing, computer time, supplies and materials and Consultants. No other expenditures shall be Reimbursable Expenses unless so provided in an amendment in accordance with Subparagraph 9.5.2.

5.2.2. Limits. The Engineer shall use all reasonable means to provide Reimbursable Expenses that are within the limits of the project scope and fee as agreed to with the City.

5.3. Basis of Compensation

5.3.1. Basic Fee. For Basic Services provided by the Engineer and all Consultants, the City shall pay the Engineer a Basic Fee in accordance with Paragraph 5.4 hereof in the amount of \$47,000.00 (forty-seven thousand dollars). A change in the Basic Fee may be made only by an amendment in accordance with Subparagraph 9.5.2.

5.3.2. Additional Fees. For Additional Services provided by the Engineer and any Consultants in accordance with Article III, the City shall pay the Engineer Additional Fees in an amount negotiated to the mutual reasonable satisfaction of the City and the 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 Engineer's Basic Fee includes all compensation for Basic Services, including without limitation, for salaries or other compensation of the Engineer's employees at the principal office, branch offices and the field office, general operating expenses of the Engineer's principal office, branch offices and the field office, any part of the Engineer's capital expenses, including interest on the 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 Engineer, the Engineer's general advertising, federal, state or local income, sales or other taxes, state franchise taxes and qualification fees, and membership in trade, business or professional organizations.

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

5.4. Method and Terms of Payment

5.4.1. Basic Fee. Payment of the Basic Fee shall be made monthly upon invoice of actual services performed. The Basic Fee shall be subject to all setoffs directly related to a revision in the scope of services associated with this agreement.

5.4.2. Additional Fees, Reimbursable Expenses. Payments of Additional Fees for Additional Services in accordance with Article III and Subparagraph 5.3.2 and for Reimbursable Expenses as set forth in Paragraph 5.2 shall be made monthly based upon services performed or expenses incurred, as applicable, and as shown by a properly completed and supported invoice of the 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. Non-payment 60 days after receipt of invoice may, at Engineers option, result in suspension of services upon 5 days written notice to the City. Engineer shall not be liable to City for suspension. Upon receipt of payment in full for all reasonably undisputed amounts due, the Engineer will resume services.

5.4.3. Payments by Engineer. Within ten (10) business days of receipt of payment made pursuant to this Agreement, the 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 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 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 Engineer. If, as a result of such negotiation, the City agrees that the Engineer shall be paid additional compensation, an amendment to that effect shall be executed in accordance with Subparagraph 9.5.2 before the Engineer renders any services made necessary by such extension of the time of completion, unless otherwise agreed in writing by the City.

ARTICLE 6. INSURANCE AND INDEMNIFICATION

6.1. Insurance

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

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

6.1.2. Professional Liability Insurance. Subject to the City's waiver or modification of Professional Liability Insurance upon written request of the Engineer, the Engineer shall maintain insurance to protect against claims arising from the performance of the Engineer's services caused by any negligent acts, errors, or omissions for which the Engineer is legally liable ("Professional Liability Insurance"). Except when a waiver is approved by the City upon written request of the Engineer, such Professional Liability Insurance shall be in an amount not less than \$1,000,000 per claim and in the annual aggregate. The Engineer shall endeavor to keep such insurance in effect for so long as the 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 Engineer commenced to perform services relating to the Project. The insurance company issuing the Professional Liability Insurance policy must be authorized to do business in Ohio and have a rating of at least A status as noted in the most recent edition of the Best's Insurance Reports.

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

6.2. Indemnification

6.2.1. Indemnification by Engineer Generally. To the fullest extent permitted by law, the 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 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 Engineer, anyone directly or indirectly employed by the Engineer or anyone for whose acts the Engineer is legally liable. This Subparagraph is intended to be, and shall be construed as consistent with, and not in conflict with, Section 2305.31 of the Ohio Revised Code, to the fullest extent permitted.

6.2.2. Intellectual Property Indemnification. To the fullest extent permitted by law, the 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 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 Engineer, anyone directly or indirectly employed by the Engineer or anyone for whose acts the Engineer is legally liable. The Engineer shall not be required to indemnify and hold harmless such persons for such matters when the claimed infringement occurs in materials provided by the City.

ARTICLE 7. DISPUTE RESOLUTION PROVISIONS

7.1. Mediation. Instead of, or in addition to, the procedures set forth below, the City and the 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 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 Engineer to timely make such a request shall constitute a waiver by the Engineer of any request for such fees and expenses.

7.3. Request Information. In every written request filed pursuant to Paragraph 7.2, the 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 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 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 Engineer may appeal to the City's Commission by written notice to the Authorized Representative who shall provide the Engineer an opportunity to present the claim at the Commission's next meeting, the Engineer shall be provided the opportunity to present the claim at the next succeeding meeting of the Commission. The Commission shall render a decision on the request within thirty (30) days of the meeting unless a mutual agreement is made to extend the time for decision. The decision of the Commission shall be final and conclusive, subject to litigation in a court of competent jurisdiction.

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

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

ARTICLE 8. TERMINATION AND REMEDIES

8.1. Termination of Agreement

8.1.1. Means of Termination. This Agreement may be terminated by either party upon seven (7) days written notice should the other party fail to perform in accordance with the terms of this Agreement; provided, however, the 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 Engineer within ten (10) days of receipt of the 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 Engineer. This Agreement may be terminated in whole or in part, at any time upon the mutual consent of the City and the Engineer.

8.1.2. Engineer's Remedies Upon Termination by City Without Cause or Upon Termination by Engineer. In the event of a termination which is not due to the failure of the Engineer to perform in accordance with the terms of this Agreement, the Engineer shall be compensated for all Basic

Services performed prior to the termination date in accordance with 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 for Additional Services, the Engineer shall receive compensation or those Additional Services, as applicable, and performed prior to the termination date.

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

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

8.2. Remedies

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

8.2.2. Remedies Not Waived. No delay, omission, or forbearance to exercise any right, power, or remedy accruing to the City or the 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 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

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 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 additional services and compensation to the Engineer or Consultant, as applicable. Any reuse by City for any purpose other than that originally intended shall be at the City's sole risk and without liability to the Engineer. If an event occurs for which the Engineer or Consultant may be liable, the City shall notify the Engineer or Consultant of such event as soon as practical after such event and shall provide access to the Project to the Engineer or Consultant and their representatives. This Subparagraph shall survive termination of this Agreement.

9.1.2. **Engineer's Intellectual Property.** All inventions, patents, design patents, and computer programs acquired or developed by the Engineer in connection with or relation to the Project shall remain the property of the 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 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 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 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 Engineer related to the Project shall be available to the City at all times and shall be maintained for six (6) years after final acceptance of the Project by the City. Records related to any claim or dispute shall be retained for any longer period necessary to finally resolve the claim or dispute.

9.4. **Successors and Assigns.** The City and the 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 Engineer shall not assign, or transfer any right, title or interest in this Agreement without the prior written consent of the City.

9.5. **Extent of Agreement**

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

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

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

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

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

9.6. Governing Law

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

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

9.7. Notices

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

9.7.2. Facsimiles. For convenience of communication only, notices, certificates, requests, or other communications hereunder of fewer than ten (10) pages, except requests for payment, may be sent by facsimile transmission to the City at (419) 627-5933 and to the Engineer at 513-861-5601. Notices, certificates, requests, or other communications sent by facsimile transmission shall not be deemed to be given unless a counterpart is received or mailed in accordance with Subparagraph 9.7.1. Requests for payment may be sent to the City by facsimile transmission only upon specific direction from the City.

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

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

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

9.9. Independent Contractor. The Engineer and any Consultant is an independent contractor with respect to any services performed hereunder. Neither the 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.

Strand Associates, Inc.

By: _____

By: _____

CITY OF SANDUSKY, OHIO

By: _____
Eric L. Wobser
City Manager

CERTIFICATE OF FUNDS

In the matter of: Combined Sewer Model Update and Flow Monitoring Program Support Proposal

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. This certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code (ORC)

Dated: _____, 2018

CITY OF SANDUSKY, OHIO

By: _____
Hank Solowiej, CPA
Finance Director

Account Number

Amount



Strand Associates, Inc.[®]
615 Elsinore Place, Suite 320
Cincinnati, OH 45202
(P) 513-861-5600
(F) 513-861-5601

April 17, 2018

Mr. Aaron Klein, City Engineer
City of Sandusky
222 Meigs Street
Sandusky, Ohio 44870

Re: Flow Data Review and Flow Monitoring Considerations

Dear Aaron,

Strand Associates, Inc.[®] (Strand) has previously assisted the City of Sandusky (City) with identifying opportunities for green infrastructure alternatives such as strategic sewer separation, stormwater detention, water quality features and site Best Management Practices (BMPs), green streets, and gateway features. To better assess the benefits of green infrastructure alternatives, the City requested that Strand conduct a review of the City's existing combined sewer system model and provide feedback on the feasibility of incorporating proposed green infrastructure opportunities at locations previously identified.

Strand completed an initial review of the existing combined sewer system model and summarized review comments within a technical memorandum dated May 1, 2017. The initial review of the model determined that assumptions made by previous model development consultants and current limitations of the model precluded Strand from using the model to confidently simulate the potential benefits of proposed green infrastructure projects. Because of these concerns and model limitations, Strand was unable to comment on the validity of the current version of the City's combined sewer system model as it relates to calibration to previous and/or recent field data information. Specific concerns and limitations described in the technical memorandum included:

- A lack of information or maps of the delineation of catchment boundaries included in the model.
- Significantly low percent impervious values of catchments in the model not representative of existing conditions, which will under-estimate stormwater runoff volume.
- Uncertainty regarding the development of dry weather flows in the model, including seemingly high continuous point loads from Erie County that are based on contractual maximum flow rates.
- Lack of original field data that was collected and apparently used to calibrate the model during its initial development in 2001.

In addition to the consideration of green infrastructure projects, the City is also considering improvements in excess of \$100 million in future "gray infrastructure" projects to fulfill the requirements of the Consent Order, including upgrades at the City's wastewater treatment plant (WWTP) and additional CSO controls throughout the combined sewer system service area. It is our understanding that the proposed sizing (and corresponding costs) of the planned projects described in the City's *General Plan Update* and *General Plan Update Addendum* documents is based on the current version of the City's combined sewer system model. The sizing of these planned projects, such as high-rate treatment facilities and storage basins, is driven by the projected peak flow rates and flow volume generated in the combined sewer system during design conditions. It is extremely important to have a high degree of certainty in the tools used to size proposed controls in order to avoid unnecessary expenditures of significant capital dollars and/or nonattainment of anticipated regulatory performance targets.

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City of Sandusky
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In an effort to clarify some of the issues observed during the model review, the City has provided Strand with all available rain gauge and flow metering data over approximately the past ten years to review in the context of the model input and output files.

Review of Existing City Flow and Rainfall Data

Flow data has been collected at the City's 14 combined sewer overflow (CSO) outfall pipes, as well as at 7 locations where flow from Erie County enters the City's combined sewer system. The City also collects flow data at the two main influent interceptors at the WWTP. Rainfall data is also collected by the City at 4 locations throughout the service area. Based on an initial cursory review of this information, the flow data and rainfall data appears to be summarized and were provided as daily totals in spreadsheet-based format. It is our understanding that the flow data is collected at the CSO outfall pipes by permanent flow meters installed by the City, and that the flow data is collected at entry points from Erie County by permanent flow meters installed by the County. Files associated with continuous raw flow meter and rainfall data have not been provided to Strand, so the initial review was based entirely on the spreadsheet-based summary information.

Strand has reviewed this data in an effort to better understand the flow allocation within the system to compare modeled flows during the typical year to actual measured flows that have occurred over the past ten years. One noteworthy observation from this effort is that the model predicts approximately 312 million gallons of total CSO discharge volume during the 2007 typical year rainfall, but the average annual measured CSO discharge volume has only been approximately 148 million gallons over the past five years (i.e. between 2012 and 2016). This is a relatively significant difference that warrants further evaluation. Possible explanations for the difference between modeled and measured flow include:

- The existing combined sewer system model could be over-predicting overflow volumes.
- All recently completed projects have not been fully incorporated into the model.
- There could potentially be inaccuracies in the flow meter data.
- The model has not been re-calibrated to measured flow data and rainfall data in recent years.

The review of the existing flow data as described above did not alleviate any of the concerns raised in this initial model review. In fact, the metered data seems to contradict some of the base assumptions and model output data. For example, the model includes significantly higher fixed sanitary loads from Erie County than is represented in the metered flow at these points. Therefore, in an effort to provide the City with a combined sewer system model that accurately represents the current system configuration, appropriately allocates flows within the system, predicts annual overflow volumes with reasonable certainty, and is capable of simulating the impact of offloading relatively small areas of runoff (e.g., 30 to 50 acres) from the system through green infrastructure projects, Strand is recommending a two-phased approach to refining the existing model.

Flow Metering and Model Upgrade Recommendations

The first step toward improving the system model is to perform additional flow metering at strategic locations within the combined sewer system. Currently, the flow metering network is focused on the "edges" of the system. While this information is valuable, it needs to be augmented with information collected within the combined sewer system. The installation of additional flow meters at strategic locations in the combined system would allow for a more detailed understanding of the rainfall to runoff response for smaller catchment areas within the combined sewer system. This more detailed assessment would allow more confidence in evaluating the decrease in runoff and the associated CSO reduction that could be achieved through stormwater offloading and the implementation of green infrastructure projects.

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Additionally, Strand recommends installing additional flow meters at locations near planned CSO control projects in an effort to refine the information used in the selection and sizing of controls. The installation of flow meters should also be considered at two remaining locations of significant fixed sanitary loads in the model that have not been previously monitored to confirm the values used in the model.

Based on a review of potential gray and green infrastructure projects, it is anticipated that this monitoring effort would include the installation of approximately 10 to 15 flow meters at strategic locations within the combined sewer system area over a six-month period. This data should be downloaded and reviewed for quality on a regular basis. Based on our current understanding of the sewer system, as well as general locations for planned gray infrastructure projects and green infrastructure opportunities, Strand can provide initial general areas of flow meter installation recommendations. We recommend conducting site visits to identify specific locations within the sewer system that may be most appropriate for flow meter installation. We also recommend that the City select a qualified consultant to install, maintain, and remove the flow meters after a data collection period of six months. To provide the City with a starting point for a Request for Proposals (RFP), we have included a draft RFP with this letter for the City to review and update as needed. In addition to the installation of additional flow meters, a more detailed assessment of the data collected over the past five years by the City and County at both the CSOs and the direct entry points from Erie County should be reviewed for overall quality. This is potentially valuable data that should be used and incorporated into the collection system model if possible.

The next step in this effort involves a comprehensive upgrade to the existing model. It is assumed that the physical representation of the collection system (i.e., size, type, location, and slope) is accurately portrayed in the existing model and minimal effort will be involved in verifying and revising this information. However, the existing model is relatively limited in terms of the extent of the system that is actually included in the model. The current model includes 162,795 linear feet (approximately 31 miles) of the combined system and is primarily focused on the main interceptors. It is anticipated that the amount of collection system represented in the model will need to be expanded to include additional sewers further up into the collection system in order to achieve the desired performance of the model, including near locations of proposed green infrastructure opportunities.

In general, this effort will focus on providing more detailed information in the vicinity of proposed projects. Once the extent of the model has been defined and the necessary infrastructure data added to the model, the focus of the modeling effort will turn to refining the hydrologic and hydraulic parameters of the model. Flow metering data will be used to define the based dry weather flows in the sewers and to determine the rainfall to runoff response that occurs in the system. The most significant effort will be in the calibration and validation of the model to accurately represent the hydrologic and hydraulic performance of the system. This calibration effort will also need to consider the fluctuation of water elevations in Sandusky Bay and associated tailwater conditions, which could periodically impact the functionality of flap gates at several of the CSO outfall pipes. Publicly available data from NOAA and other sources will be utilized to simulate these conditions during wet weather events.

Scope of Services

To support the City during the flow metering phase described above, prior to updating the existing combined sewer system model, Strand proposes the following Scope of Services.

1. Support the City during its review of proposals and selection of a flow monitoring consultant, including answering questions from potential flow monitoring consultants during the proposal phase. Meet with the City and the flow monitoring consultant selected by the City to discuss

Mr. Aaron Klein
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flow monitoring goals and objectives needed for updating the City's existing combined sewer system model.

2. Conduct site visits within the City's combined sewer system area to identify up to 15 specific locations for flow meter installation. The locations are anticipated to be within the vicinity of proposed large-scale gray infrastructure projects and within the drainage areas of the largest green infrastructure opportunity areas.
3. Assist the City with post-processing the flow monitoring data collected by the flow monitoring consultant selected by the City. Although the flow monitoring consultant will be responsible for collecting data from the flow meters on a routine basis and identifying issues with the data during the data collection phase, Strand will review the data to verify it can be used for the purposes of combined sewer model calibration. Strand will assist in the review of flow level, flow velocity, and flow rate data from each of the flow meters on a routine basis to identify potential concerns with the data.
4. Conduct a more detailed assessment of the data collected over the past five years by the City and County at both the CSOs and the direct entry points from Erie County. This task requires access be provided to Strand for the City and County flow metering websites. This task does not include a detailed assessment of data during individual rainfall events over several years, but rather a review of overall quality to confirm the data can be used and incorporated into the combined sewer system model.
5. Review City-provided as-built drawings and mapping of interceptor diversions upstream of the City's CSOs. Review historical data of Sandusky Bay water surface elevations, as well as information provided by the City related to existing flap gates on several of the CSO discharge outfalls.

Strand can complete these Services for a total estimated fee of \$47,000. Services can begin upon authorization from the City and will be completed by June 30, 2019, following the six-month flow monitoring period. Strand appreciates the opportunity to assist the City with this project. If you have any questions, please feel free to contact me at (513) 861-5600.

Sincerely,

STRAND ASSOCIATES, INC.®



Kelly M. Kuhbander, P.E.



Chris Rust, P.E.



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: August 16, 2018

Subject: Commission Agenda Item – Professional Service Agreement with ADS for the 2018 Combined Sewer Flow Monitoring System

ITEM FOR CONSIDERATION: Legislation for approval to enter into a Professional Services Agreement for the 2018 Combined Sewer Flow Monitoring System project with ADS Environmental Services from Valley View, Ohio.

BACKGROUND INFORMATION: As part of the NPDES modification that resulted from recent negotiations with Ohio Environmental Protection Agency (EPA) regarding updates to the Combined Sewer Overflow (CSO) General Plan (Plan), the City agreed to proceed with five construction projects and perform an evaluation of potential green infrastructure (GI) opportunities. Two projects (East End Sewer Improvements and Grit Tank Expansion) are complete and functioning very well. Two other projects (Farwell & Pier Track Pump Station Upgrades) are currently being designed. Staff anticipates initiating design of the fifth project (Mills Street High Rate Treatment) in 2020. Finally, the City entered into an agreement with Strand in 2016 to evaluate green infrastructure opportunities in the CSO area.

This GI evaluation included updating the existing sewer model to ensure proper site selection. However, Strand quickly noticed that the existing model did not accurately reflect existing conditions. It was based on field data collected in 2001 and only incorporated some of the completed sewer improvement projects since the original modeling. Another issue was that the end goal from Ohio EPA changed from the 1999 requirement of 80% capture to the 2015 requirement of 95% to 99% capture. This modification requires the model to be much more refined and accurate than the original version.

Since the Mills Street HRT project, the fifth project on the list, is estimated at \$10,500,000 in 2020, it is imperative that the existing sewer model accurately reflect existing conditions, especially with construction costs dramatically increasing over the past year. Any inaccuracies within the model may result in a design that does not adequately address the project's intended purpose. An inaccurate flow could cause the project to be 1) overdesigned – meaning the City paid too much, or 2) under-designed – meaning additional projects would be required in the future.

On Monday, July 23, 2018 six (6) proposals were received for the combined sewer flow monitoring. A review committee comprised of Engineering Staff and a representative from Strand & Associates reviewed all proposals and determined ADS Environmental Services proposal to be the lowest and best proposal based on price and project implementation. Typically for a project like this, Strand would hire a subconsultant (like a surveyor or geotechnical contractor) to perform the flow metering work. However, Strand (see separate legislation) proposed two separate contracts since they would simply mark up the work that would be performed by ADS. This results in a cost savings around \$7,000.

ADS will be installing 15 flow meters/loggers and collecting data for three months during the fall and three months during the spring. Since it is important to obtain information for the worst storm events, the goal is to collect data from September through November and from April through June. Staff has also incorporated three 'if authorized' contingencies into the ADS contract. The first is 4 extra weeks of meter rental and data collection in case optimal events are not obtained during the first two 3-month periods. The second contingency is for possible relocation of meters since normally about one-third of the meters need relocated to other manholes based on lack of real-time data. The third contingency is for installation of one additional rain gauge and logger, which may be required for additional rainfall coverage as part of this study.

Flow metering is scheduled to begin the first week of September 2018 to get as many wet weather events as possible. The goal is to obtain a final report from ADS and update the model no later than summer of 2019, which would provide enough time to meet Ohio EPA's deadline for the Mills Street HRT project.

BUDGETARY INFORMATION: The amount for the professional services agreement is \$111,768 which will be funded entirely with Sewer Funds and has been incorporated into the updated Five-Year Capital Improvements Plan and annual evaluation of sewer rates.

ACTION REQUESTED: It is recommended that an ordinance for a professional services agreement for the 2018 Combined Sewer Flow Monitoring System project with ADS Environmental Services in the amount of \$111,768 be approved under suspension of the rules and in accordance with Section 14 of the City Charter in order to install the flow meters prior to September 1, which is the onset of the desired rainy season.

I concur with this recommendation:

Eric Wobser
City Manager

cc: K. Kresser, Commission Clerk; H. Solowiej, Finance Director; T. Hayberger, Acting Law Director

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL SERVICES WITH ADS, LLC, D.B.A. ADS ENVIRONMENTAL SERVICES OF VALLEY VIEW, OHIO, FOR THE 2018 COMBINED SEWER FLOW MONITORING SYSTEM PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, as part of the NPDES modification that resulted from recent negotiations with the Ohio Environmental Protection Agency (EPA) regarding updates to the Combined Sewer Overflow (CSO) General Plan, the City agreed to proceed with five (5) construction projects and perform an evaluation of potential green infrastructure (GI) opportunities of which two (2) projects (East End Sewer Improvements and Grit Tank Expansion) are complete, two (2) projects (Farwell & Pier Track Pump Station Upgrades) are currently being designed, the last project (Mills Street High Rate Treatment) is anticipated to be initiated in 2020, and the green infrastructure evaluation was completed by Strand Associates, Inc.; and

WHEREAS, the Green Infrastructure evaluation included updating the existing sewer model to ensure proper site selection, however, Strand Associates discovered the existing model did not accurately reflect existing conditions as it was based on field data collected in 2001 and only incorporated some of the completed sewer improvement projects since the original modeling and furthermore, the Ohio EPA updated their requirement from 80% capture to 95% - 99% capture, which requires the model to be more refined and accurate than the original version; and

WHEREAS, the professional services to be provided by ADS Environmental Services involves installing 15 flow meters/loggers and collecting data for three (3) months during the fall and three (3) months during the spring and other optional work that may be completed if needed and authorized by the City which includes extended monitoring and data collection, relocation of meters, and installation of an additional rain gauge and logger that may be required for additional rainfall coverage as part of the study; and

WHEREAS, approval to enter into a Professional Services Agreement with Strand Associates, Inc. of Cincinnati, Ohio, to provide a Combined Sewer Model Update and technical support for the Flow Monitoring Program is being requested in companion legislation; and

WHEREAS, the City issued a Request for Proposals (RFP) for flow monitoring services for the updating of the City's existing combined sewer system model in which six (6) proposals were received and evaluated by a selection committee and based upon price, and project implementation, the proposal from ADS Environmental Services of Valley View, Ohio, was determined to be the lowest and best; and

WHEREAS, the cost of the professional services is \$111,768.00 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 so the flow meters can be installed prior to September 1, 2018, which is the onset of the desired rainy season; and

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

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

Section 1. The City Manager is authorized and directed to enter into an agreement with ADS, LLC, d.b.a. ADS Environmental Services of Valley View, Ohio, for professional services for the 2018 Combined Sewer Flow Monitoring System 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** One Hundred Eleven Thousand Seven Hundred Sixty Eight and 00/100 Dollars (\$111,768.00).

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: August 27, 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 ADS Environmental Services (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:	Combined Sewer Flow Monitoring System
Director of Public Works:	Aaron Klein, P.E.
Address:	Department of Public Works City of Sandusky 222 Meigs Street Sandusky, Ohio 44870
Architect/Engineer:	ADS, LLC dba ADS Environmental Services
Contact:	Chris Skehan
Address:	340 The Bridge Street, Suite 204 Huntsville, AL 35806

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

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

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

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

ARTICLE 1. RESPONSIBILITIES OF ARCHITECT/ENGINEER

1.1. Architect/Engineer’s Services

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

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

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

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

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

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

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

2.1. General

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

ARTICLE 3. ADDITIONAL SERVICES

3.1. General

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

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

ARTICLE 4. RESPONSIBILITIES OF THE CITY

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

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

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

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

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

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

ARTICLE 5. COMPENSATION

5.1. Direct Personnel Expense

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

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

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

5.2. Reimbursable Expenses

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

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

5.3. Basis of Compensation

5.3.1. Basic Fee. For Basic Services provided by the Architect/Engineer and all Consultants, the City shall pay the Architect/Engineer a Basic Fee in accordance with Paragraph 5.4 hereof in the amount of \$111,768.00 (one hundred eleven thousand seven hundred sixty-eight dollars) A change in the Basic Fee may be made only by an amendment in accordance with Subparagraph 9.5.2.

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

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

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

5.4. Method and Terms of Payment

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

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

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

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

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

ARTICLE 6. INSURANCE AND INDEMNIFICATION

6.1. Insurance

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

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

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

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

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

6.2. Indemnification

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

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

ARTICLE 7. DISPUTE RESOLUTION PROVISIONS

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

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

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

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

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

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

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

ARTICLE 8. TERMINATION AND REMEDIES

8.1. Termination of Agreement

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

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

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

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

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

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

8.2. Remedies

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

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1. Ownership and Use of Documents

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

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

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

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

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

9.5. Extent of Agreement

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

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

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

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

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

9.6. Governing Law

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

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

9.7. Notices

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

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

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

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

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

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

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

ADS Environmental Services

By: _____

By: _____

CITY OF SANDUSKY, OHIO

By: _____
Eric L. Wobser
City Manager

CERTIFICATE OF FUNDS

In the matter of: **Combined Sewer Flow Monitoring System**

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. This certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code (ORC).

Dated: _____, 2018

CITY OF SANDUSKY, OHIO

By: _____
Hank Solowiej, CPA
Finance Director

Account Number

Not to Exceed Amount

Proposed Scope of Services - City of Sandusky – Combined Sewer Flow Monitoring System

ADS is in complete agreement with the City's Section B of the RFP. The proposed scope outlined is nearly identical to our standard scope of work. This scope of work is further described as follows:

Phase I – Mobilization

- 1) Preliminary Meeting: Phase I should begin with a preliminary meeting or conference call with the project team. The purpose of the kick-off meeting is to discuss project scope, establish lines of communication, set milestones, and set the project schedule.
- 2) Site Locations: The City in cooperation with ADS will identify/verify location of monitor locations and rain gauges. Alternative locations will be discussed if one of the candidate locations is not suitable for a flow monitor. ADS will assist the City if alternative sites need to be determined.
- 3) Site Investigations: Once the sites are identified, ADS field crews will begin site investigations. The proposed flow monitoring locations will be located and descended and verified for hydraulic suitability. ADS will also check for debris in the manhole that could impact data quality; ADS will notify CLIENT of any cleaning requirements. ADS field crews will look for evidence and signs of erratic flow patterns. Rain Gauge locations should be on top of buildings, away from trees. Detailed safety and traffic plan information will be collected during this phase.
- 4) Site Reports: Upon completion of the investigations, the ADS field crew will complete a site report for each location. The site reports will include a sketch of the general location, physical characteristics and diameters of the proposed monitoring locations, manhole depths, flow measurements, and other comments pertinent to the location such as any special traffic or safety issues.
- 5) Installation: ADS will begin the installation work after an investigation. ADS will conduct our work in accordance with local traffic laws and in a manner to minimize traffic disruptions. Our team will follow all State and National requirements for confined space entry work. ADS field crews install flow meters EVERYDAY and we pride ourselves on getting the installation done correctly and in a timely fashion and to meet the primary objectives of the project.
- 6) Equipment: ADS will utilize the most advanced and current ADS Model flow monitors (Triton+) and sensor configuration during the course of this project at each location. A typical monitor installation will include an ultrasonic depth sensor that will be mounted at the crown of the pipe; a redundant combination pressure depth, up looking ultrasonic depth sensor, and a Peak Doppler velocity sensor also mounted at or near the invert. Smaller pipes may utilize a single combination sensor (CS4) or specialty "Surface Velocity" sensor (CS5) to capture depth and velocity data. **ADS will also deploy one (1) wireless rain gauge system (Rain Alert III & Tipping Bucket) to compliment the flow monitoring data. We will provide this rain gauge at NO COST to the City as part of the study.**
- 7) Monitor Activation: Once installed, the monitors will be activated and set to take readings at 5-minute intervals. Field crews will take manual depth readings with a ruler and velocity readings with a portable, instantaneous velocity meter to confirm the monitor is collecting accurate data based on the actual existing hydraulic conditions at each location. Rain gauges will be calibrated on site during the installation phase to ensure accuracy of data.

Phase II – Flow Monitoring Period

- 1) Flow Monitoring Period: Once the flow monitors, and rain gauges are installed and confirmed, ADS will monitor the flows for an initial period of 90 days in the Fall of 2018 and 90 days in the Spring of 2019. (“monitoring period”). If needed, this initial period monitoring can extend beyond the original duration cost effectively since ADS has a local office in the area. As required in the RFP, weekly extension prices have been outlined in our Project Costs section.
- 2) Preventative Maintenance: ADS is an ISO 9001 certified company and has proprietary internal quality procedures for all fieldwork. During the course of the monitoring period and as part of ADS’ quality control program, the field manager will visit each location and reconfirm that the monitor is in proper working condition. This includes cleaning depth and velocity sensors, confirmations as needed, and checking an installation to make sure that the ring is secure in the pipe. A trained ADS data analyst will also review the data twice weekly throughout the monitoring period.
- 3) Maintenance Services: Service for the flow monitors involves troubleshooting the common faults that are repairable in the field. More complex problems are left to trained electronic technicians, and off-site technicians. Common service problems are sensor scrubs to clear any debris, sensor replacements, battery changes, and internal board replacements.
 - a. Schedule: The field service maintenance shall accommodate normal operating hours of 8:00 a.m. to 5:00 p.m. Monday through Friday
 - b. Troubleshooting: ADS will investigate, troubleshoot, and attempt to repair any perceived malfunction of a monitor, its communication equipment, or deployed rain gauge within two to three (2-3) business days of discovery of the malfunction. Depending on the condition of the problem or access to the location, this response time may vary. However, given that we are currently working in Erie County, we expect our response time to be very quick if any issues arise.
 - i. If the equipment cannot be repaired on site, ADS will issue a replacement device the same day of the service. ADS crews typically have spare monitors, sensors, and common accessories available on their production vehicles for all of our projects. Complex issues or non-common parts may require some off-site diagnostics, but the customer need not worry since ADS will be handling all the maintenance items of the project.
 - c. Traffic Control Assistance: ADS may require local traffic control for some of the required sites. We have made note from Addendum No. 1 that the City may be able to help upon further discussion. However, our team will make every effort to utilize only ADS team members for traffic control.
- 4) Data Collection: Once activated and confirmed to be working properly, field crews will visit the monitored locations on a routine basis or as scheduled by an analyst who will be reviewing the data. Each monitor will be collected twice weekly by the analyst, using the equipment’s wireless modem. Depth and velocity data will be collected and reviewed and flow will be calculated by the data analyst. If a meter or rain gauge experiences issues from the wireless communications carrier that are out of our control, manual data collects can be utilized and the data will be uploaded to the FlowView website, usually within 24-48 hours after the data has been manually collected.

- 5) Demobilization: Field crews will continue data collections and confirmations (as necessary) until the end of the monitoring period. Once authorized by the City, crews will immediately begin removing the equipment and provide any final data to the ADS data analyst for review and report preparation.

Phase III – Data Analysis and Reporting

- 1) Data Analysis: Upon completion of the flow monitoring period, a trained ADS Data Analyst will analyze and finalize all of the data. The data analyst will calculate flow using the continuity equation from the recorded depth and average velocity data. The analyst will utilize scatter plots (depths vs. velocity readings) to verify the data accuracy and repeatability. Data will be handed off to the City to be used for Hydraulic modelling. ADS can accommodate different data formats such as a CSV or XLS file.
- 2) Data Delivery and Final Report: ADS will prepare a final electronic report to include:
 - An Introduction and Background of the Sewer System and Project
 - Scope of the Study
 - Comprehensive Flow Monitoring Descriptions including:
 - i. Monitoring locations
 - ii. Equipment Used
 - iii. Monitoring Parameters
 - iv. Equipment Operation and Maintenance Techniques
 - v. Service History
 - Data Analysis including all tables and figures detailing the separation of dry and wet weather flows
 - Observations, conclusions, and recommendations

ADS will also interact with City staff throughout the entire duration of the monitoring period. We anticipate this to be in the form of monthly meetings, scheduled calls, and emails.

Owner Activities: Certain activities must be acknowledged prior to ADS having an obligation to perform services enumerated herein.

- The Owner will be responsible for coordinating the required site locations for this project, using maps, atlas pages, or GIS mapping files.
- The Owner will be responsible for coordinating any necessary cleaning in required locations, where debris may be present.
- Owner will designate a primary point of contact to coordinate ADS's work and to act as the Owner's representative with respect to the work performed under this Agreement.
- Owner will provide access to and assist ADS to enter upon public and private lands as required for ADS to perform work under this Agreement; this excludes any regards to traffic control, which will be handled by ADS
- Owner will not make repairs or perform maintenance or attempt to do so on the equipment covered under this Agreement unless authorized by ADS. This shall include removal, repair, relocation or installation of monitoring equipment.
- Owner will assist ADS in obtaining any specialized City permits to perform this work (if applicable).

Project Approach using ADS Hardware and Software

Hardware: ADS is proposing to use our latest flow metering technology on this project, the ADS Triton+ Wireless Flow Meters, this flow meter is a multiple technology monitor that is flexible enough to collect data from almost every available sensor technology that is used in wastewater applications today. The Triton+ Flow Meter is adaptable to a wide range of applications and hydraulic situations. It can be configured as an economical single sensor monitor or a dual sensor monitor for redundancy or monitoring two pipes in the same manhole.



Although Intrinsic Safety is not a requirement of the RFP, the ADS Triton+ Wireless Flow Meter has been certified under IECEx (International Electrotechnical Commission Explosion Proof) Intrinsic Safety (IS) standards for use in Zone 0/Class I, Div. 1, Groups C&D rated hazardous areas.

ADS is proposing using The Peak Combo Sensor installed at the bottom of the pipe includes three types of data acquisition technologies. The up looking ultrasonic depth uses sound waves from two independent transceivers to measure the distance from the sensor upward toward the flow surface; applying the speed of sound in the water and **the temperature measured by sensor** to calculate depth. The pressure depth is calculated by using a piezo-resistive crystal to determine the difference between hydrostatic and atmospheric pressure. The pressure sensor is temperature compensated and vented to the atmosphere through a desiccant filled breather tube.

ADS technology offers a drift-free ultrasonic technology as the primary depth measurement while the pressure depth technology is used for redundancy and for measuring surcharge depth. Because both depths are measured in the same cross section of flow, ADS meters can automatically calibrate the pressure sensor to the zero-drift ultrasonic depth sensor and this calibration is automatically performed daily.

To obtain peak velocity, the sensor sends an ultrasonic signal at an angle upward through the widest cross-section of the oncoming flow. The signal is reflected by suspended particles, air bubbles, or organic matter with a frequency shift proportional to the velocity of the reflecting objects. The reflected signal is received by the sensor and processed using digital spectrum analysis to determine the peak flow velocity.

The continuous wave Peak Doppler algorithms (used in the ADS Triton+ meters) offers better accuracy, repeatability and precision. This is because peak Doppler technology registers the highest velocity particles regardless of signal strength (nearness to sensor). This allows the sensor to find the same peak flow (typically near the upper centerline of the flow cross section) regardless of size or distribution of particles in the flow at any given time; resulting in a very precise (repeatable) and verifiable velocity value.

ADS also has a specialty sensor known as the *CS5 Surface Velocity* combination sensor that can be utilized in small pipe and micro-basin monitoring applications, which we can discuss if needed.

Wireless Rain Gauge Systems: Rainfall measurement is a critical, but often overlooked, factor needed to successfully evaluate sewer system performance, and is very critical in evaluating RDII or for capacity analysis. ADS has developed and deployed industry-leading best management practices to deliver high quality rainfall data using a technically based, flexible, and cost-conscious approach. ADS uses various rain gauge technologies to measure rainfall and matches the most appropriate technology to local rainfall characteristics and project requirements.



The standard tipping bucket rain gauge (TBRG) is the most common technology available and operates by funneling rainfall to a bucket assembly that is divided into two equal compartments. When one compartment has collected a known amount of rainfall, the bucket tips and drains its contents. As the first compartment tips, the second compartment is positioned under the funnel, and the time that the tip occurs is recorded. Each tip of the bucket generates an electronic pulse that is recorded by an ADS RainAlert III data logger.

ADS is offering to include one (1) rain gauge as part of the study, and at no cost to the City. We believe this will help supplement the flow monitoring data and analysis and provide a back to the City's gauges.

ADS FlowView.com – Web Service



ADS FlowView will allow the City and any current or future consultants to access the ADS flow monitoring network data through a PC connected to the internet with an up-to-date Web-Browser.

The system can deliver near real-time operational intelligence on the status of flow activity throughout the wastewater collection system. FlowView is a dynamic tool for the management and oversight of collection system operation in the form of an Online Data Platform. This state-of-the-art system provides knowledge and early detection of potential problems with access to the monitoring data as needed. It offers dynamic analytical functions for fueling discoveries that can lead to enhanced management of the sewer collection system.



FlowView allows our customers the flexibility to customize the way in which they share data with others. The system is password protected, with a unique login for each user. Permission-based security allows clients to specify which users have authorization to acknowledge alarms, access data, and access other system

settings. Administrators can control data views through location restrictions on a per-user basis. FlowView provides functionality to customize exactly what kind of data each user can access. Individual documents can be available to all users or restricted, allowing selective sharing of information.

Each monitoring site's information, data and attachments are accessible via the Web, using a rich set of features.

The Web interface also provides versatile graphs and reports for easy access to current monitor data. FlowView allows clients to view monitor data in hydrograph and scattergraph format as well as run tabular reports which summarize data in daily, weekly or monthly formats.

A data vault can be utilized to store any ancillary documents that pertain to a flow monitoring or rain gauge site, including installation reports, service history, calibrations, and pictures.

Project Costs

If selected, ADS will utilize the following projects costs to perform this work:

Task	Units	Cost	TOTAL
Sewer Flow Monitoring – Sandusky Ohio 15 Flow Monitoring Units for 3 Months in 2018 and 3 Months in 2019. Includes all site investigations, installations, maintenance and troubleshooting, data analysis, wireless telemetry, Online Data Access via FlowView.com, meter removal, data QAQC, and Final Data Delivery and Report.	Lump Sum	\$88,668.00 (Lump Sum)	\$88,668.00
Weekly Extensions of Flow Monitoring Program as described in RFP (assumes 15 FM units) IF AUTHORIZED BY THE CITY	4 week	\$3,225.00 (per week)	\$12,900.00
Flow Monitoring Relocations IF AUTHORIZED BY THE CITY	5 meters	\$1,500.00 (each)	\$7,500.00
Additional Rain Gauge and Data Logger – includes installation and maintenance for duration of project IF AUTHORIZED BY THE CITY	1 meter	\$450.00 (per month)	\$2,700.00
NOT TO EXCEED TOTAL PROJECT COST			\$111,768.00

Pricing Assumptions:

- No Prevailing Wages, MBE, or WBE Requirements.
- Assume work is Tax Exempt (tax exemption paperwork to be submitted to ADS).
- All work invoiced Monthly by ADS D.U.R.



COMMUNITY DEVELOPMENT

Matthew D. Lasko
Chief Development Officer
mlasko@ci.sandusky.oh.us

222 Meigs Street
Sandusky, Ohio 44870
419-627-5707
www.ci.sandusky.oh.us

To: Eric L. Wobser, City Manager
From: Matthew D. Lasko, Chief Development Officer
Date: August 16, 2018
Subject: Commission Agenda Item – Listing Agreement

Items for Consideration: Legislation approving a Listing Agreement (the “Agreement”) with RE/MAX Quality Realty for the marketing and sale of 1215 Milan Road, further identified as permanent parcel number 57-01857.000 (the “Property”).

Background Information: As part of the Neighborhood Initiative, the anchor project for the South of Kilbourne neighborhood called for upgrades to Jaycee Park – specifically “enhanced entrances off Milan Road” and the intersection of Milan Road and Baltimore Street was targeted for gateway and identity signage. Therefore, the area north of the current Jaycee Park entrance is critical to obtain and is also necessary in order to construct a multi-modal pathway connecting Jaycee Park to Huron Park.

The needed, approximate .5-acre parcel referenced above (PPN: 57-05985.002) and an adjacent single-family home located at 1215 Milan Road (PPN: 57-01857.000) were listed jointly for sale. Both properties were jointly listed for sale for \$115,000. The City, on August 10, 2018, purchased both parcels for \$87,500. As mentioned prior, the City undertook a re-platting of both parcels to provide additional green space and rear yard for the Property to increase its attractiveness and utility upon resale. With that completed, the City staff is recommending entering into the Agreement with RE/MAX Quality Realty for the marketing and sale of the Property.

Per the terms of the Agreement, the initial term of listing will be for six (6) months and only subject to extensions if mutually agreed upon by both parties. The listing price will be set at \$89,900. Broker commission is set at six percent (6%) of the gross sales price. The City retains sole authority to accept or reject any offer.

Budgetary Information: After execution of a City Commission approved purchase and sales agreement with an approved buyer and upon closing of the transaction, the City will be responsible for paying a broker commission equal to six percent (6%) of the gross sales price of the Property. These funds will be paid to RE/MAX through closing. Upon sale, the difference between the original purchase price of both parcels and the sales price of only the Property (if there is a difference) will be expensed against the Neighborhood Initiative fund (specifically, neighborhood improvements) and the housing repair balance will be made whole that was used to bridge the

transaction. In the event the sales proceeds for the Property exceed the purchase price of both parcels, the net proceeds will be deposited into the Real Estate Development Fund.

Action Requested: It is requested that the proper legislation be prepared to permit the City Manager to enter into the Agreement with RE/MAX. it is further requested that this legislation take immediate effect in full accordance of Section 14 of the City Charter in order to immediately commence the marketing and listing of this property in order to expedite occupancy and reuse.

I concur with this recommendation:

Eric L. Wobser
City Manager

Matthew D. Lasko, MUPDD, MSSA
Chief Development Officer

cc: Kelly Kresser, Clerk of the City Commission
Trevor Hayberger, Acting Law Director
Hank Solowiej, Finance Director
Angela Byington, Planning Director

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE A LISTING AGREEMENT WITH RE/MAX QUALITY REALTY FOR THE MARKETING AND SALE OF PROPERTY LOCATED AT 1215 MILAN ROAD AND IDENTIFIED AS PARCEL NO. 57-01857.000; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, as part of the Sandusky Neighborhood Initiative, the anchor project for the South of Kilbourne neighborhood involves upgrades to Jaycee Park – specifically “enhanced entrances off Milan Road” and the intersection of Milan Road and Baltimore Street was targeted for gateway and identity signage; and

WHEREAS, recently, the .5-acre parcel, located on Milan Road north of the current Jaycee Park entrance, which is critical to obtain in order to construct a multi-modal pathway connecting Jaycee Park to Huron Park, was listed for sale, as well as an adjacent single-family home located at 1215 Milan Road; and

WHEREAS, the City Commission authorized the City Manager to enter into a Residential Purchase Agreement for the purchase of this property located on Milan Road and identified as Parcel Nos. 57-05985.002 and 57-01857.000 by Ordinance No. 18-152, passed on July 23, 2018, and on August 10, 2018, the City purchased both properties for \$87,500.00; and

WHEREAS, upon acquisition, the City re-platted both parcels to provide additional green space and rear yard for the single-family home to increase its attractiveness and utility upon resale; and

WHEREAS, pursuant to the Listing Agreement, the initial term of listing is six (6) months and the listing price will be set at \$89,900.00 with a broker commission of six percent (6%) of the gross sales price; 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 commence marketing and listing of this property to expedite occupancy and reuse; and

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

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

Section 1. The City Manager is hereby authorized and directed to execute the Exclusive Right to Sell Listing Agreement on behalf of the City for the marketing and sale of property located at 1215 Milan Road and identified as Parcel No. 57-01857.000, substantially in the same form as contained in Exhibit "1", which is

attached to this Ordinance and is specifically incorporated as if fully rewritten herein together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Ordinance.

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

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

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

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

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

Passed: August 27, 2018



RE/MAX Quality Realty

Exclusive Right to Sell Listing Agreement

The Undersigned Owner hereby grants to RE/MAX Quality Realty the exclusive right to sell the following property described as (use street location and/or legal description):

1215 Milan Rd. Sandusky OH 44870

At a price of (\$ 89,900) Eighty-nine thousand nine hundred dollars

Said listing agreement shall be for a 6 month period. Owner hereby agrees to pay to RE/MAX Quality Realty a fee of \$ _____ or 6 % of the selling price of said property. Owner authorizes RE/MAX Quality Realty to compensate other Buyer-Brokerages 40% from the fee paid or _____ (special instructions). The commission shall be deemed earned when a binding contract for sale has been executed and/or when the Realtor has produced a ready, willing and able purchaser to buy the real estate pursuant to the terms of this contract.

Document Protection Service Fee. Owner shall be charged a fee of \$170.00 for document electronic imaging and storage. (See Brochure) Fee shall be taken out of closing funds by the escrow agent and paid to RQR Imaging, LTD. Owner acknowledges that Dale & Ellen Coffinan are principal stockholders in Coffinan Group, Inc., dba RE/MAX Quality Realty and are principals members of RQR Imaging, LTD.

This contract is an exclusive right to sell contract. If a contract for sale has been executed by owner prior to the expiration of this listing contract (or any extensions thereof) to anyone, even if the undersigned Realtor has had no contact with such buyer, the real estate commission as stated herein is owed to RE/MAX Quality Realty. Owner agrees to refer to the Realtor all real estate licensees, customers, or prospects who may come to the owner directly during the exclusive period or any extensions thereof.

Termination Clause. Such fee shall be paid if said property is sold or exchanged within 365 days after the expiration of this listing contract (or any extensions thereof) to anyone with whom Realtor has had negotiations prior to expiration, provided Owner has received notice, in writing, of the names of the prospective purchasers, before or upon expiration of this listing contract (or any extension thereof). However, Owner shall *not* be obligated to pay such a fee if Owner enters into a valid listing contract during the term of said protection period with another licensed real estate brokerage.

Owner hereby authorizes Realtor to place a "FOR SALE" sign on said property to actively market the property and immediately submit this listing to the Multiple Listing Service of the Firelands Association of Realtors Inc., and to be disseminated to the participants therein. Owner authorizes listing to appear on websites authorized by RE/MAX Quality Realty including but not limited to FirelandsMLS.com, Realtor.com, REMAX.com, reforsale.org (homes guide), and Quality-Realty.com. Broker IDX _____ No ☒ Yes, Exceptions _____ See Attached

The undersigned Owner acknowledges receipt of a copy of this agreement and certifies that the undersigned is the owner of said property or duly authorized agent of owner, and controls said property. Property shall be made available for showing at all reasonable times upon appointment arranged by listing office.

It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing Law, 42 U.S.C.A. 3601, to refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin; or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

Ohio's Sex Offender Registration and Notification Law. Ohio's Sex Offender Registration and Notification Law requires the local sheriff to provide written notice to certain members of the community if a sex offender resides in the area. If you have or do receive notice from the sheriff's office pursuant to this law, you agree to disclose this fact to the Purchaser in the Purchase Contract.

Appointment of Licensees. Owner shall receive RE/MAX Quality Realty's office policy brochure on Agency. Forms of agency relationships are outlined within the office brochure. Other licensees may be appointed to represent the Owner's interest during the term of the listing contract, with the Owner's permission. The undersigned Realtor hereby accepts the agency for the exclusive right to sell said property on the terms stated above and notifies owners that at some time during the term of this agreement, Realtor may act as a **disclosed dual agent**.

IT IS FURTHER AGREED AND UNDERSTOOD, THAT THE COMMISSION SO STATED ABOVE, SHALL BE TAKEN OUT OF CLOSING FUNDS BY THE ESCROW AGENT AND PAID AS AGREED.

Signed this _____ day of _____ 20 18 and expires _____ / _____ / 20 19
Month Day Year

Owner _____ Street Address 222 Meigs St.
 Owner _____ City/State Sandusky OH 44870

NOTE: Husband and Wife must both sign.

Brokerage RE/MAX Quality Realty Realtor Linda Armstrong/Katey Eirons

1919 Sandusky Mall Blvd., Sandusky, OH 44870 Phone: 419-627-1996 and 419-433-5154 - Fax: 419-627-1998
 226 Republic Street, Norwalk, OH 44857 - Phone: 419-663-3536 - Fax: 419-663-2723