



**SANDUSKY CITY COMMISSION
REGULAR SESSION AGENDA
JANUARY 27, 2020 AT 5 P.M.
CITY HALL, 240 COLUMBUS AVENUE**

INVOCATION	Blake Harris
PLEDGE OF ALLEGIANCE	
CALL TO ORDER	
ROLL CALL	W. Poole, B. Harris, D. Murray, D. Brady, N. Twine, M. Meinzer & D. Waddington
PRESENTATION	
APPROVAL OF MINUTES	January 13, 2020
AUDIENCE PARTICIPATION	
PRESENTATION	Debi Eversole, Housing Development Specialist 2019 Year-In-Review/2020 Housing Development & Beautification Program
COMMUNICATIONS	Motion to accept all communications submitted below
CURRENT BUSINESS	

CONSENT AGENDA ITEMS

A. Submitted by Nicole DeFreitas, Transit Administrator

DISPOSAL OF VEHICLES WITH SANDUSKY TRANSIT SYSTEM

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

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

B. Submitted by Nicole DeFreitas, Transit Administrator

DISPOSAL OF TRUCK LIFT WITH SANDUSKY TRANSIT SYSTEM

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

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

C. Submitted by Todd Gibson, Facilities & Properties Supervisor

DISPOSAL OF UNNEEDED FILING CABINETS

Budgetary Information: Proceeds from the sale of the items will be placed into the city's general fund account.

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

FIRST READING

D. Submitted by John Orzech, Police Chief

ANNUAL SUBSCRIPTION COST FOR LEXIPOL FOR SANDUSKY POLICE DEPARTMENT

Budgetary Information: The total cost for the annual subscription costs with Lexipol is \$13,923. The cost of the annual subscription will be paid from the Police Department's operating budget.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing payment to Lexipol, LLC of Frisco, Texas, for the annual subscription fee for policy manual updates and daily training bulletin services for the period of April 1, 2020 through March 31, 2021.

E. Submitted by Aaron Klein, Director of Public Works

ANNUAL SLUDGE HAULING FOR WASTE WATER TREATMENT PLANT

Budgetary Information: The estimated cost of disposal by the Waste Water Treatment Plant at the Erie County Sanitary Landfill for 2020 shall not exceed \$140,000 and will be paid out of the contractual services portion of the operation and maintenance budget through the sewer fund.

ORDINANCE NO. _____: It is requested an ordinance be passed appropriating funds for the dumping of Class B biosolids (aka sludge cake) and other dewatered and compressed solids from the Waste Water Treatment Plant at the Erie County Sanitary Landfill for CY 2020; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

F. Submitted by Todd Gibson, Facilities & Properties Supervisor

VEHICLE MAINTENANCE AGREEMENTS WITH HURON AND MARGARETTA

Budgetary Information: No general fund money will be required for this agreement. The City of Sandusky will charge the City of Huron and Margaretta Township \$80 per hour for labor in quarterly increments. Huron and Margaretta shall be charged a fourteen percent administration fee for all parts purchased and/or used by Sandusky in the repair of vehicles. This is a four percent increase from 2019 to cover inflation costs.

1. **ORDINANCE NO. _____**: It is requested an ordinance be passed approving and authorizing the execution of an intergovernmental agreement with the City of Huron to provide routine maintenance service and repairs for the City of Huron's Fire Department vehicles beginning January 1, 2020, through December 31, 2020; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.
 2. **ORDINANCE NO. _____**: It is requested an ordinance be passed approving and authorizing the execution of an intergovernmental agreement with Margaretta Township to provide routine maintenance service and repairs for Margaretta Township's Fire Department vehicles beginning January 1, 2020, through December 31, 2020; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.
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G. Submitted by Jason Werling, Recreation Superintendent

AGREEMENT WITH GREAT WHITE NORTH COMMUNICATIONS FOR DRAGON BOAT RACES

Budgetary Information: The amount payable by the City of Sandusky Recreation Division to GWN Communications, Ltd. under the agreement for the 2020 Dragons & Bacon Fest is \$16,268. A twenty five percent deposit totaling \$4,067 is due upon signing the agreement, on or before January 31, 2020. The City of Sandusky shall have the right to terminate the agreement due to the cancellation of the event or lack of team registrations, if written notice of cancellation is received before August 15, 2020, at which the 25% deposit will be refunded. If paid, the city will recoup these costs from the registration fees paid by the participants.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a services agreement with Great White North Communications, Ltd., of Toronto, Ontario, for services related to the fourth annual Dragons & Bacon Festival for the Recreation Department; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

REGULAR AGENDA ITEMS

ITEM #1 – DISCUSSED 1.13.20

ADOPTION OF RULES OF ORDER

RESOLUTION NO. _____: It is requested a resolution be passed adopting the amended Rules of Order for the Sandusky City Commission; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #2 - Submitted by Josh Snyder, Assistant City Engineer

PERMISSION TO BID 2020 STREET RESURFACING PROGRAM

Budgetary Information: The estimated cost of the project including engineering, inspection, advertising, construction and miscellaneous costs is \$1,050,000 paid with street funds in an amount of \$300,000 and the remaining \$750,000 will come from capital projects funds.

RESOLUTION NO. _____: It is requested a resolution be passed declaring the necessity for the city to proceed with the proposed 2020 local street resurfacing project; approving the specifications and engineer's estimate of cost thereof; and directing the City Manager to advertise for and receive bids in relation thereto; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the city charter.

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

CONTRACT WITH CINTAS CORPORATION FOR SUPPLY & CLEANING OF UNIFORMS

Budgetary Information: The cost per year is \$13,991.64 for a total cost of \$27,983.28. Funds for the payment of this service are routinely included in the operating budgets of the city departments.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a two year contract with Cintas Corporation of Sandusky, Ohio, for the supply and service of uniforms for city personnel for the period of February 1, 2020, through January 31, 2022; 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

PERMISSION TO BID ASBESTOS ABATEMENT AND DEMOLITION OF 2139 PARKVIEW BOULEVARD

Budgetary Information: The total estimated cost for this project, including advertising and miscellaneous expenses is likely to exceed \$10,000. After receipt and review of the bids, staff will present a recommendation to the City Commission to enter into a contract with the firm that provided the lowest and best bid for the demolition. The source to cover the expense of the demolition and asbestos abatement will be community development block grant dollars.

RESOLUTION NO. _____: It is requested a resolution be passed declaring the necessity for the city to proceed with the proposed asbestos abatement and demolition of 2139 Parkview Boulevard project; and directing the City Manager to advertise for and receive bids in relation thereto; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #5 – Submitted by Aaron Klein, Director of Public Works

PURCHASES FROM CORE & MAIN, LP FOR MATERIALS TO REPAIR WATER SERVICE INFRASTRUCTURE

Budgetary Information: The budgeted cost for Core & Main LP, as presented in the operating and maintenance and capital budgets is based on historic annual repairs in the field totaling \$650,000. This year’s allocations are for hydrants and valves (\$100,000), miscellaneous materials (\$100,000), intake improvements (\$50,000) and meters (\$400,000 – split evenly with sewer maintenance) and will be paid with water funds in the amount of \$450,000 and sewer funds in the amount of \$200,000. A portion has already been spent for recent water main repairs via the temporary appropriations. Purchases exceeding this amount from Core & Main LP would require approval from the City Commission.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to expend funds to Core & Main, LP of Ashland, Ohio, for the purchase of materials and parts for improvements and repairs to water service infrastructure in calendar year 2020; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #6 - Submitted by Jane Cullen, Assistant City Engineer

UTILITY EASEMENTS FOR WEST SIDE UTILITY & CONNECTIVITY IMPROVEMENTS PROJECT

Budgetary Information: The city will pay an amount not to exceed \$300, to each of the property owners, which will be paid through the sewer fund for a total amount of \$900. This amount was negotiated and agreed upon with the property owners through the city’s real estate appraisers and negotiator, O.R. Colan.

A. ORDINANCE NO. _____: It is requested an ordinance be passed approving a perpetual easement granted to the city for a storm sewer on Parcel No. 60-00110.000, located at 1514 Edgewater Avenue, for the west side utility and connectivity improvements project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

B. ORDINANCE NO. _____: It is requested an ordinance be passed approving a perpetual easement granted for a storm sewer on Parcel No. 60-00429.002, located at 3608 Venice Road, for the west side utility and connectivity improvements project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

C. ORDINANCE NO. _____: It is requested an ordinance be passed approving a perpetual easement granted to the city for a storm sewer on Parcel No. 60-00429.001, located at 1508 Edgewater Avenue, for the west side utility and connectivity improvements project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

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

SECOND AMENDMENT TO AGREEMENT WITH MANNIK & SMITH GROUP FOR BROWNFIELDS ASSESSMENT GRANTS

Budgetary Information: The brownfields grant will fund 100% of this contract, of which will be split between petroleum and hazardous funding as site restrictions apply.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a second amendment to the agreement with Mannik & Smith Group, Inc., of Maumee, Ohio, for professional environmental services in conjunction with the US EPA Brownfields grant received from the U.S. Environmental Protection Agency; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #8 - Submitted by Trevor Hayberger, Law Director

AMENDMENT TO SECTION 145.05 – INCREASE IN SALARY RANGES FOR ADMINISTRATIVE EMPLOYEES

Budgetary Information: There will be no impact on the city’s general fund.

ORDINANCE NO. _____: It is requested an ordinance be passed amending Part One (Administrative Code), Title Five (Officers and Departments), Chapter 145 (Employment Provisions) of the Codified Ordinances of the City of Sandusky, in the manner and way specifically set forth hereinbelow; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #9 - Submitted by Trevor Hayberger, Law Director

REPEALING OF PENSION PICK-UP FOR ADMINISTRATIVE EMPLOYEES

Budgetary Information: There will be no impact on the city’s general fund.

ORDINANCE NO. _____: It is requested an ordinance be passed repealing Ordinance No. 08-108 which provided for the city to pick up the statutorily required contribution to the Ohio Public Employees Retirement System for certain employees of the City of Sandusky; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #10 - Submitted by Aaron Klein, Director of Public Works

AMENDMENT #1 TO PROFESSIONAL DESIGN SERVICES AGREEMENT WITH OSBORN ENGINEERING FOR SHORELINE DRIVE REHABILITATION PROJECT

Budgetary Information: The amendment to the scope of work will increase the professional design services agreement by \$110,000, making the not to exceed amount for the agreement \$546,320. Because of savings on the Shoreline Drive and Jackson Street Pier projects and donations from outside entities, the new funds are proposed to be financed with notes or bond proceeds from the Chesapeake TIF to pay for the debt service and from the original amount that was allocated in whole to both projects. No increased funding will be set aside from the general fund or the utility accounts. Upon approval, this will be the new split:

	ORIGINAL	ADDITIONAL	TOTAL
Capital fund (Street)	\$50,000.00		\$50,000.00
Sewer fund	74,013.00		74,013.00
Water fund	22,403.00		22,403.00
Capital fund (TIF proceeds)	<u>289,904.00</u>	<u>110,000.00</u>	<u>399,904.00</u>
TOTAL	\$436,320.00	\$110,000.00	\$546,320.00

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an amendment to the agreement with Osborn Engineering of Cleveland, Ohio, for professional design services for the Shoreline Drive rehabilitation project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #11 - Submitted by Aaron Klein, Director of Public Works

AMENDMENT TO PROFESSIONAL DESIGN SERVICES AGREEMENT WITH OSBORN ENGINEERING FOR JACKSON STREET PIER REHABILITATION PROJECT

Budgetary Information: The amendment to the scope of work will increase the professional design services agreement amount by \$78,000, making the not to exceed amount for the agreement \$411,800. Because of savings on some of the individual items for the Shoreline Drive and Jackson Street Pier projects and donations from outside entities, the new funds are proposed to be financed with notes or bond proceeds from the Chesapeake TIF to pay for the debt services and from the original amount that was allocated in whole to both projects. No increased funding will be needed from the general fund or from what was originally allocated from the Chesapeake TIF. Upon approval, this will be the new split:

	ORIGINAL	ADDITIONAL	TOTAL
CDBG FY 2017	\$153,800.00		\$153,800.00
Sewer fund	21,924.00		21,924.00
Water fund	1,428.00		1,428.00
Capital fund (TIF proceeds)	<u>156,648.00</u>	<u>78,000.00</u>	<u>234,648.00</u>
TOTAL	\$333,800.00	\$78,000.00	\$411,800.00

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an amendment to the agreement with Osborn Engineering of Cleveland, Ohio, for professional design services for the Jackson Street Pier rehabilitation project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

CITY MANAGER’S REPORT

OLD BUSINESS

NEW BUSINESS

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

EXECUTIVE SESSION(S)

ADJOURNMENT

Buckeye Broadband broadcasts on Channel 76:

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

Tuesday, January 28 at 5 p.m.

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

Online:

www.ci.sandusky.oh.us – Click “Play” 



PLANNING DEPARTMENT

Division of Transit

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

TO: Eric Wobser, City Manager

FROM: Nicole DeFreitas, Transit Administrator

DATE: January 14, 2020

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

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

BACKGROUND INFORMATION: The vehicles and items listed below have been determined by the ODOT Guidelines and the Transit Administrator to be beyond their useful life or of no use to the City and is recommending that the vehicles be declared obsolete, unnecessary and unfit for City use. These buses were listed on GovDeals but were not purchased. It is requested the items be scrapped and the proceeds be deposited in the Transit Non-Transportation Revenue account.

2010 Ford Light-Duty Bus, 161,716 miles, VIN - 1F1E4FSXADA65732. This vehicle was purchased used and went into service in June of 2010 for the operation of the public transportation.

2010 Ford Light-Duty Bus, 308,957 miles, VIN - 1F1E4FS1ADA65747. This vehicle was purchased used and went into service in June of 2010 for the operation of the public transportation.

2010 Ford Light-Duty Bus, 179,172 miles, VIN - 1FTDS3EL3ADA65497. This vehicle was purchased used and went into service in September of 2010 for the operation of the public transportation.

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

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

Eric Wobser
City Manager

Angela Byington
Director of Planning

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO DISPOSE OF THREE (3) TRANSIT VEHICLES AS HAVING BECOME UNNECESSARY AND UNFIT FOR CITY USE PURSUANT TO SECTION 25 OF THE CITY CHARTER; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

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

WHEREAS, the City Commission authorized the disposal of ten (10) transit vehicles via www.Govdeals.com by Ordinance No. 18-198, passed on October 28, 2018, of which three (3) vehicles were not purchased; and

WHEREAS, the following vehicles were used by the Sandusky Transit System and have been determined by the Transit Administrator, based upon guidelines from the Ohio Department of Transportation, to be beyond their useful life and/or of no use to the City and it is being recommended that these vehicles be declared obsolete, unnecessary and unfit for City use and it is requested the items be sold for scrap:

<u>Year / Make / Model</u>	<u>Vehicle ID Number</u>	<u>Mileage</u>
2010 Ford Light-Duty Bus	1F1E4FSXADA65732	161,716
2010 Ford Light-Duty Bus	1F1E4FS1ADA65747	308,957
2010 Ford Light-Duty Bus	1FTDS3EL3ADA65497	179,172

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

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

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

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

Section 1. This City Commission finds and determines that the three (3) transit vehicles described in the preamble above have become obsolete and are unnecessary and unfit for City use pursuant to Section 25 of the City Charter and the City Manager is authorized and directed to dispose of the three (3) transit vehicles no longer needed for City purposes by selling for scrap with the proceeds from the sale to be placed into the Rural Transit Fund.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: January 27, 2020



DEPARTMENT of PLANNING

Division of Transit

240 Columbus Ave.

Sandusky, Ohio 44870

419.627.8462

www.cityofsandusky.com

TO: Eric Wobser, City Manager

FROM: Nicole DeFreitas, Transit Administrator

DATE: January 14, 2020

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

ITEM FOR CONSIDERATION: It is requested that the City Commission authorize legislation to dispose of a Forward brand Truck Lift, pursuant to Section 25 of the City Charter.

BACKGROUND INFORMATION: The item listed below has been determined to be beyond its useful life and unfit for City use. It is requested the item below be scrapped and the proceeds be deposited in the Transit Non-Transportation Revenue account.

- Forward 4-Post Truck Lift: model number 27100TL

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

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

Eric Wobser

City Manager

Angela Byington

Director of Planning

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO DISPOSE OF A FORWARD 4-POST TRUCK LIFT AS HAVING BECOME UNNECESSARY AND UNFIT FOR CITY USE PURSUANT TO SECTION 25 OF THE CITY CHARTER; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

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

WHEREAS, the Sandusky Transit System has a Forward 4-Post Truck Lift, Model Number 27100TL, that has been determined by the Transit Administrator to be beyond its useful life and/or of no use to the City and it is being recommended that this truck lift be declared obsolete, unnecessary and unfit for City use and it is requested the truck lift be sold for scrap; and

WHEREAS, the proceeds from scrapping the Forward 4-Post Truck Lift will be placed into the Rural Transit Fund as non-transportation revenue and used as matching funds for the Rural Transit Grant; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to allow the truck lift to be scrapped at the at the earliest opportunity and continue with good housekeeping practices; and

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

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

Section 1. This City Commission finds and determines that the Forward 4-Post Truck Lift, Model Number 27100TL, described in the preamble above has become obsolete and is unnecessary and unfit for City use pursuant to Section 25 of the City Charter and the City Manager is authorized and directed to dispose of the Forward 4-Post Truck Lift no longer needed for City purposes by selling for scrap with the proceeds from the sale to be placed into the Rural Transit Fund.

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

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: January 27, 2020



DEPARTMENT OF PUBLIC WORKS

Division of Facilities & Properties

1024 Cement Avenue

Sandusky, Ohio 44870

419.627.5884

www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Todd Gibson, Facilities & Properties Supervisor

Date: January 15, 2020

Subject: **Commission Agenda Item – Permission to dispose of unneeded filing cabinets**

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

BACKGROUND INFORMATION: It has been determined by the Facilities and Properties Supervisor that the filing cabinets are of no use to the City and that the cabinets should be declared obsolete, unnecessary and unfit for City use. It is requested that the filing cabinets be sold on GovDeals, an internet auction site for government entities. A list of the filing cabinets is attached.

BUDGETARY INFORMATION: Proceeds from the sale of the items will be placed into the City's General Fund account.

ACTION REQUESTED: It is requested that legislation be approved authorizing the disposal of unneeded filing cabinets. It is further requested this legislation take immediate effect in full accordance with Section 14 of the City Charter in order to allow the filing cabinets to be placed on the internet and sold at the earliest opportunity to continue with good housekeeping practices.

I concur with this recommendation:

Eric Wobser
City Manager

Aaron Klein, P.E.
Director

cc: K. Kresser, Commission Clerk; M. Reeder, Finance Director; T. Hayberger, Law Director

Letter Size filing cabinets:

2 drawer – 7

4 drawer – 3

Legal Size filing cabinets:

2 drawer – 4

3 drawer – 4

4 drawer – 14

2 – 2 drawer laterals

2 – (4 drawer total) 2 card drawers; 2 letter size drawers

ORDINANCE NO. _____

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

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

WHEREAS, the Facilities and Properties Supervisor has determined the following filing cabinets to be of no use to the City and is recommending that these items be declared obsolete, unnecessary and unfit for City use and is requesting the items be disposed of via www.Govdeals.com, which is an internet auction site for governmental entities:

<u>Quantity</u>	<u>Item</u>
7	2-Drawer Letter Size
3	4-Drawer Letter Size
4	2-Drawer Legal Size
4	3-Drawer Legal Size
14	4-Drawer Legal Size
2	2-Drawer Lateral
2	4-Drawer (2 card drawers & 2 letter size drawers)

WHEREAS, the proceeds from the sale of these filing cabinets will be placed into the City’s General Fund; and

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

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

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

Section 1. This City Commission finds and determines that the filing cabinets described in the preamble above have become obsolete and are unnecessary and unfit for City use pursuant to Section 25 of the City Charter and the City Manager is authorized and directed to dispose of the filing cabinets no longer needed for City purposes through internet auction, sale process, or by public auction with the proceeds to be placed in the City's General Fund.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: January 27, 2020



CITY OF SANDUSKY POLICE DEPARTMENT

222 Meigs Street
Sandusky, Ohio 44870
419.627.5863
www.ci.sandusky.oh.us

TO: Eric Wobser, City Manager

FROM: John Orzech, Police Chief

DATE: January 15, 2020

RE: Commission Agenda Item

ITEM FOR CONSIDERATION: Requesting legislation authorizing the City Manager to make payment for the annual subscription costs to Lexipol: Lexipol, LLC 2801 Network Blvd., suite 500 Frisco TX., 75034 in the amount of \$13,923.

BACKGROUND INFORMATION: The Sandusky Police Department had worked in the past on updating policies to CALEA (The Commission on Accreditation for Law Enforcement Agencies) Standards. This process was taking place back in 1997 and 1998. Policies need continuous monitoring and updating due to Case Law and best practices.

Lexipol policies and software have been implemented in police departments throughout the country. Lexipol has provided proven defensible policies since being founded in 2003. Additionally, within the software, officers will be required to complete Daily Training Bulletins on policies in place that total about thirty a month. Documentation will be available to depict that officers have acknowledged the policies and each time the policy is updated the officers must acknowledge the changes. The Sandusky Police Department will also be able to provide documentation that the Daily Training Bulletins were completed by each officer of the department. The Daily Training Bulletins can be used as continuing education credits through the State of Ohio and the policies are reflective of the Ohio Collaborative Initiative.

In 2018, the City Commission under Ordinance #18-073 approved the expenditure of funds for full implementation of the policy and procedures and annual subscription costs for the project with Lexipol. Full implementation of the policy and procedure manual has been accomplished.

BUDGETARY INFORMATION: The total cost for the annual subscription costs with Lexipol is \$13,923. The costs of the annual subscription will be paid from the police departments operating budget.

ACTION REQUESTED: It is requested that the proper legislation be prepared to make payment to Lexipol: Lexipol, LLC 2801 Network Blvd., suite 500 Frisco TX., 75034 in the amount of \$13,923. **Approved:**

I concur with this recommendation:

John Orzech, Police Chief

Eric Wobser, City Manager

cc: Michelle Reeder, Finance Director

Trevor Hayberger, Law Director



Lexipol, LLC
2801 Network Blvd. Suite 500
Frisco, TX 75034

Invoice

Date	Invoice #
3/1/20	32552

Bill To
Sandusky Police Department Attn: Accounts Payable 222 Meigs St Sandusky, OH 44870

Terms	Due Date
Net 30	3/31/20

Description	
The one year law enforcement policy manual update subscription includes 24/7 access to Knowledge Management System for updates and editing. The DTB subscription service includes 365 Unique Scenario Daily Training Bulletins and Testing Data Base. Law Enforcement Procedure Manual Online Annual Subscription 04/01/2020 - 03/31/2021 \$13,923	
Pricing Includes 5% Discount	Total \$13,923.00
Phone #	844-312-9500
Email	receivables@lexipol.com
NOTICE: LEXIPOL HAS A NEW MAILING ADDRESS AS OF JUNE 18, 2018. Please change the address and remit payment to: Lexipol LLC, 2801 Network Blvd. Suite 500, Frisco, TX 75034	

CERTIFICATE OF FUNDS

In the Matter of:

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the City of Sandusky under the foregoing Contract 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 an appropriate fund, free from any previous encumbrances. This certificate is given compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Dated: 1/21/2020

By:

Michelle Reeder

Finance Director

Account #:

[illegible]

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING PAYMENT TO LEXIPOL, LLC OF FRISCO, TEXAS, FOR THE ANNUAL SUBSCRIPTION FEE FOR POLICY MANUAL UPDATES AND DAILY TRAINING BULLETIN SERVICES FOR THE PERIOD OF APRIL 1, 2020, THROUGH MARCH 31, 2021.

WHEREAS, since 1997, the Police Department has worked on updating policies to CALEA (the Commission on Accreditation for Law Enforcement Agencies) Standards and due to continual new case law and best practices, needs constant monitoring and updating; and

WHEREAS, Lexipol, LLC is a provider of defensible policies and training for public safety organizations, delivering services through a unique, web-based development system with state-specific policy manuals, regular policy updates and daily scenario based training against policy; and

WHEREAS, Lexipol's Policy Management Software provides more than 150 policies based on federal and state statutes, case law, regulations, and best practices and the policy manual is written by legal and public safety professionals who constantly monitor major court decisions, legislation and emerging trends affecting the industry and provides regular updates in response to legislative mandates, case law and the evolution of best practices; and

WHEREAS, this City Commission approved an agreement with Lexipol, LLC for the implementation and annual subscription for Policy Management Software to be used by the Police Department by Ordinance No. 18-073, passed on March 26, 2018; and

WHEREAS, the annual subscription fee includes policy manual updates, 24/7 access to Knowledge Management System for updates and editing, and unique scenario daily training bulletins and testing data base; and

WHEREAS, the total cost for the annual subscription is \$13,923.00 and will be paid with funds from the Police Department's operating budget; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of Municipal Departments, including the Police Department, 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 hereby authorizes and directs the City Manager and/or Finance Director to make payment to Lexipol, LLC, of Frisco, Texas, in an amount **not to exceed** Thirteen Thousand Nine Hundred twenty Three and 00/100 Dollars (\$13,923.00) for the annual subscription fee for policy

manual updates and daily training bulletin services for the period of April 1, 2020, through March 31, 2021.

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.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed:



DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5829
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: January 15, 2020

Subject: **Commission Agenda Item – WWTP Sludge Hauling for CY 2020**

ITEM FOR CONSIDERATION: Legislation appropriating funds for the dumping of Class B Biosolids (a.k.a. sludge cake) and dewatered combined material from the Wastewater Treatment Plant (WWTP) at the Erie County Sanitary Landfill in an amount not to exceed \$120,600.00 for CY 2020.

BACKGROUND INFORMATION: Typical daily treatment operations at the Wastewater Treatment Plant generate solids, called sludge cake, as a byproduct. In 2019, the WWTP disposed of 2,762.18 tons of material at the Erie County Sanitary Landfill.

In addition, vacuum trucks used to clean storm, sanitary and combined sewers empty their contents in a basin that allows the water to drain back into the plant for treatment while the debris, grease and solids remain. Materials from the WWTP grit removal process and grease from the scum concentrator are also allowed to separate in this same manner. In 2019, this process, called dewatering, generated approximately 240 tons of solid byproducts that were disposed of at the Erie County Sanitary Landfill.

An additional 21.65 tons of miscellaneous waste and dewatered and compressed solids from the WWTP bar screens or other daily operations at the plant or within the sewer maintenance department were generated.

Combined disposal costs for these materials in 2019 were approximately \$95,718.66. Materials are removed from the WWTP and transported to the Erie County Sanitary Landfill by CDL-licensed city staff, using city vehicles. This process is approved by the Ohio EPA. Sludge is considered Municipal Solid Waste (MSW). Erie County Sanitary Landfill has flow control for all MSW, meaning that the material must be hauled to and disposed of at that location. Public bidding will not be used.

The city is estimating 3,500 tons of Class B Biosolids (Sludge Cake) at \$30.00 per ton and 300 tons of dewater combined material at \$52.00 per ton will be taken to the Erie County Sanitary Landfill for disposal in 2020.

BUDGETARY INFORMATION: The estimated cost of disposal by the Wastewater Treatment Plant at the Erie County Sanitary Landfill for 2020 shall not exceed \$140,000.00, which will be paid out of the Contractual Services portion of the Operation and Maintenance budget through the Sewer Fund.

ACTION REQUESTED: It is recommended that legislation be approved appropriating funds to continue dumping at the Erie County Sanitary Landfill for an amount not to exceed \$140,000 for CY 2020. It is requested that legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to continue uninterrupted disposal.

I concur with this recommendation:

Eric Wobser
City Manager

cc: K. Kresser, Commission Clerk; T. Hayberger, Law Director; M. Reeder, Finance Director;

CERTIFICATE OF FUNDS

In the Matter of: Sludge Hauling

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the City of Sandusky under the foregoing Contract 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 an appropriate fund, free from any previous encumbrances. This certificate is given compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Dated: 1/21/2020

By: Michelle Reeder

Michelle Reeder

Finance Director

Account #: 613-5420

ORDINANCE NO. _____

AN ORDINANCE APPROPRIATING FUNDS FOR THE DUMPING OF CLASS B BIOSOLIDS (A.K.A. SLUDGE CAKE) AND OTHER DEWATERED AND COMPRESSED SOLIDS FROM THE WASTEWATER TREATMENT PLANT (WWTP) AT THE ERIE COUNTY SANITARY LANDFILL FOR CY 2020; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Wastewater Treatment Plant generates biosolids called sludge cake along with other dewatered and compressed solid byproducts during daily operations that are disposed of at the Erie County Sanitary Landfill; and

WHEREAS, the Erie County Sanitary Landfill has flow control for all Municipal Solid Waste (MSW), which sludge is considered, and therefore must be hauled to and disposed of at the Erie County Sanitary Landfill; and

WHEREAS, the sludge and other dewatered and compressed solid byproducts are removed from the Wastewater Treatment Plant and transported to the Erie County Sanitary Landfill by CDL-licensed City staff using City vehicles which is an approved process by the Ohio EPA and the combined disposal costs for these materials in 2019 was approximately \$95,718.66; and

WHEREAS, the estimated cost of disposal by the Wastewater Treatment Plant at the Erie County Sanitary Landfill for CY 2020 is \$140,000.00 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 appropriate funds and continue uninterrupted disposal of sludge from the Wastewater Treatment Plant; and

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

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

Section 1. This City Commission authorizes and directs the City Manager and/or Finance Director to appropriate funds in an amount **not to exceed** One Hundred Forty Thousand and 00/100 Dollars (\$140,000.00) to make timely payments for the dumping of Class B Biosolids (a.k.a. sludge cake) and other

dewatered and compressed solids from the Wastewater Treatment Plant at the Erie County Sanitary Landfill for the CY 2020.

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.

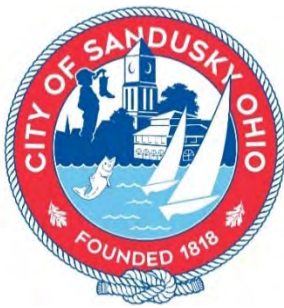
Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: January 27, 2020



DEPARTMENT OF PUBLIC WORKS

Division of Facilities & Properties

1024 Cement Avenue

Sandusky, Ohio 44870

419.627.5884

www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Todd Gibson, Facilities & Properties Supervisor

Date: January 15, 2020

Subject: **Commission Agenda Items**

1. **Maintenance Agreement with City of Huron**
2. **Maintenance Agreement with Margaretta Township**

ITEM FOR CONSIDERATION: Ordinances authorizing the City Manager to enter into intergovernmental agreements with the City of Huron and Margaretta Township for the City of Sandusky to perform routine maintenance and repairs for their vehicles.

BACKGROUND INFORMATION: The City of Huron and Margaretta Township have requested the City of Sandusky continue to provide the level of services their citizens expect. The City of Sandusky, Division of Fleet Maintenance has been providing routine maintenance and repairs to the extent of its available excess capacity, and subject to the City of Sandusky priorities required to maintain the City's own fleet. Each agreement would be for January 1, 2020 through December 31, 2020, with a mutually agreeable one-year option for 2021. Equipment lists are attached to each proposed agreement.

The City of Sandusky first entered into an agreement with the City of Huron in March of 2010, and with Margaretta Township in July of 2012 to perform routine maintenance and repairs on their Fire Department's vehicles. The agreements have proven to be successful by allowing their vehicles to be well maintained and for the City of Sandusky to generate revenue to supplement the General Fund.

BUDGETARY INFORMATION: No general fund money will be required for this agreement. The City of Sandusky will charge the City of Huron and Margaretta Township \$80.00 per hour for labor in quarterly increments. Huron and Margaretta shall be charged a fourteen percent (14%) administration fee for all parts purchased and/or used by Sandusky in the repair of vehicles. This is a four percent (4%) increase from 2019 to cover inflation costs.

ACTION REQUESTED: Separate legislation approving two intergovernmental agreements between 1) the City of Sandusky and the City of Huron and 2) the City of Sandusky and Margaretta Township for the City of Sandusky to perform routine maintenance and repairs on vehicles and equipment owned by each entity. It is also requested that this legislation to be passed under the suspension of the rules in accordance with section 14 of the City Charter in order to execute the agreement as soon as possible as the commencing date is retroactive to January 1, 2020.

I concur with this recommendation:

Eric Wobser
City Manager

Aaron Klein, P.E.
Director

cc: K. Kresser, Commission Clerk; M. Reeder, Finance Director; T. Hayberger, Law Director

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF HURON TO PROVIDE ROUTINE MAINTENANCE SERVICE & REPAIRS FOR THE CITY OF HURON'S FIRE DEPARTMENT VEHICLES BEGINNING JANUARY 1, 2020, THROUGH DECEMBER 31, 2020; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City of Sandusky's Fleet Maintenance Department has a limited amount of excess capacity to provide routine maintenance service and repairs for the City of Huron's Fire Department vehicles and has been providing these services to the City of Huron since 2010; and

WHEREAS, the City of Huron desires to continue this arrangement and has requested the City continue to provide these services; and

WHEREAS, the City will provide the routine maintenance service and repairs to the extent of its available excess capacity and subject to the City's priorities as required to maintain the City's own vehicles for the term of January 1, 2020, through December 31, 2020, with the option to extend for one (1) year upon written agreement; and

WHEREAS, the City will receive \$80.00 per hour for labor and a fourteen percent (14%) administration fee for all parts purchased and/or used by the City in the repair of vehicles; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to execute the agreement as soon as possible as the commencing date is retroactive to January 1, 2020; and

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

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

Section 1. This City Commission hereby approves and authorizes the execution of an Intergovernmental Agreement with the City of Huron to provide routine maintenance service & repairs for the City Of Huron's Fire Department vehicles for the period of January 1, 2020, through December 31, 2020, 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.

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.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: January 27, 2020

INTERGOVERNMENTAL AGREEMENT FOR MAINTENANCE

This Agreement is made and entered into by and between the City of Sandusky, an Ohio Charter Municipality 240 Columbus Avenue, Sandusky, Erie County, Ohio 44870, [Sandusky] and the City of Huron an Ohio Charter Municipality, 417 Main Street, Huron, Erie County, Ohio 44839, [Huron] this ____ day of _____, 2020.

WHEREAS, Sandusky operates a Fleet Maintenance Department whose operations include, among other matters, the provision of routine maintenance service and repairs for Sandusky vehicles; and

WHEREAS, Sandusky Fleet Maintenance Department currently has a limited amount of excess capacity to provide routine maintenance service and repairs for Huron's vehicles and anticipates such excess capacity to continue for at least the term of this agreement; and

WHEREAS, Huron has a need to contract for routine maintenance service and repairs for its fire department vehicles, a current list of which is attached hereto and incorporated herein as "Exhibit A";

WHEREAS, Huron desires to contract with Sandusky, on the terms and conditions hereinafter set forth, for routine maintenance service and repairs of Huron's Fire Department vehicles in accordance with Sandusky's capacity and internal service priorities; and

WHEREAS, this agreement is authorized by R.C. §715.02 **NOW, THEREFORE**, the parties agree as follows:

1. Routine Maintenance Service and Repairs. Sandusky agrees to provide routine maintenance service and repairs to Huron's fire department vehicles listed on "Exhibit A". All maintenance and repairs shall be

conducted by certified technicians employed by Sandusky. Huron shall have the sole and exclusive responsibility for determining the need for and frequency of routine maintenance service and repairs for its fire department vehicles. Both parties recognize that this Agreement is non-exclusive and that Huron is under no obligation to utilize Sandusky for maintenance and Sandusky is under no obligation to perform maintenance for Huron if Sandusky's limited amount of excess capacity becomes unavailable.

2. Warranty Sandusky warrants that its repairs and maintenance of Huron's Fire Department vehicles shall be in a workman like manner and in accord with the customary standards in the industry of vehicle repair and maintenance.
3. Service Availability and Scheduling. Sandusky will provide the routine maintenance service and repairs to the extent of its available excess capacity and subject to Sandusky's priorities as required to maintain its own vehicles. Huron will provide Sandusky with a written list of the Fire Department employees having authority to schedule vehicle service work pursuant to this Agreement, which list shall be verified by Huron's Fire Chief. Sandusky will make a reasonable effort to complete scheduled work; or, other agreed upon completion schedule established to account for the complexity of the anticipated work. In the event Sandusky determines that it is not reasonably able to timely complete the requested work, due to workload, capacity and/or complexity of the anticipated work, Sandusky will notify Huron's Fire

Chief or designee, accordingly, and make reasonable efforts to minimize the impact on Huron's operations.

4. Rates, Charges and Payment. Sandusky shall charge the Huron and Huron shall pay Sandusky for the services rendered pursuant to this Agreement on a time basis, as follows:

(a) Labor. Labor will be charged at the rate of eighty dollars (\$80.00) per hour in quarterly hour increments; and

(b) Parts. Parts purchased in the repair of vehicles sent to Sandusky by Huron shall be purchased through the vendor used jointly by Sandusky and Huron and shall be billed to Huron's account in lieu of Sandusky charging Huron for the purchased parts. Huron shall be charged a fourteen percent (14%) administration fee for all parts purchased and/or used by Sandusky in the repair of vehicles sent to Sandusky by Huron; and

(c) Sandusky shall invoice Huron each month with the charges for labor provided during the preceding month. Huron agrees to pay the invoice within thirty (30) days of receipt.

5. Term. Sandusky shall provide routine maintenance service and repairs to Huron's Fire Department vehicles, beginning January 1, 2020, through December 31, 2020, for a maximum of one hundred eighty (180) regular hours during this term. If additional hours are required to meet Huron's requirements for repair and/or maintenance, the Parties will meet to adjust the number of hours in this Paragraph and determine if Sandusky has the excess capacity to accommodate

Huron's requirements. This Agreement may be extended for a one (1) year term beginning on January 1, 2021, through December 31, 2021, upon written agreement executed by both parties.

6. Amendment and Termination. This Agreement may be amended by written consent of all Parties. Any modification of this Agreement shall be binding only if evidenced in writing, signed by the authorized representative of each party. This Agreement may be terminated by either party by giving 30 days written notice of termination to the other party's authorized representative:

For the City of Sandusky: For the City of Huron:

City of Sandusky
c/o City Manager
240 Columbus Avenue
Sandusky, OH 44870

City of Huron
c/o City Manager
417 Main Street
Huron, OH 44839

7. Responsibility for Claims. Each party to this Agreement recognizes that the other is self-insured. Nothing in this Agreement shall be construed as an indemnification by one party of the other for liabilities of the other party or third parties for property loss or damage or personal injury or death arising out of and/or during the use described in this Agreement. Any liability for claim for property loss or damage or personal injury or death by a party, its employees, agents, invitees, or contractors, or by third persons, arising out of and during the activities

associated with the Agreement shall be determined in accordance with the laws of the State of Ohio.

8. In the event this agreement is terminated pursuant to Paragraph 6 for any reason, Huron shall have no further obligation to make payment to Sandusky, except for payment for services rendered and owed at the time of termination and Sandusky shall have no further obligation to provide the services contemplated by this Agreement.
9. This Agreement supersedes all other oral and written agreements between the Parties with respect to the services that are the subject of this Agreement and contains all of the covenants and agreements between the Parties.
10. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.
11. This Agreement shall be passed as a resolution by both Parties and such resolution or action of the respective Councils of Sandusky and Huron shall be herein attached and incorporated by reference as Exhibits B and C.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have signed this
Intergovernmental Agreement on the date indicated above.

CITY OF SANDUSKY, OHIO

By: _____
Eric L. Wobser, City Manager

Date: _____

APPROVED AS TO FORM:

Trevor M. Hayberger (#0075112)
Law Director
City of Sandusky

CITY OF HURON, OHIO

By: _____
Andrew D. White, City Manager

Date: _____

Benjamin G. Chojnacki (#0087401)
Law Director
City of Huron

City of Huron Fiscal Officer's Certification Regarding Availability of Funds

DATE: _____

ATTEST:

I, Cory Swaisgood, hereby certify that the money to meet this contract has been lawfully appropriated for the purpose of the contract and is in the treasury of the City of Huron, Ohio, or is in the process of collection to the credit of the appropriate fund free from prior encumbrance.

Signature

SEAL:

EXHIBIT A

City of Huron Fire Department Vehicles

YEAR	VEHICLE	TYPE
1993	422	ENGINE
2009	421	ENGINE
2012	411	AMBULANCE
2013	412	AMBULANCE
1997	451	LADDER
2011	409	PICKUP
2011	401	SUV
2014	444	RESCUE
2012	431	TANKER
2006	461	BOAT
2015	441	BRUSH
1999	410	DIVE TRAILER
2020	413	FREIGHTLINER

EXHIBIT B

City of Sandusky's Ordinance

DRAFT

EXHIBIT C

City of Huron's Resolution

DRAFT

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH MARGARETTA TOWNSHIP TO PROVIDE ROUTINE MAINTENANCE SERVICE & REPAIRS FOR MARGARETTA TOWNSHIP'S FIRE DEPARTMENT VEHICLES BEGINNING JANUARY 1, 2020, THROUGH DECEMBER 31, 2020; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City of Sandusky's Fleet Maintenance Department has a limited amount of excess capacity to provide routine maintenance service and repairs for Margaretta Township's Fire Department vehicles and has been providing these services to Margaretta Township since 2012; and

WHEREAS, Margaretta Township desires to continue this arrangement and has requested the City continue to provide these services; and

WHEREAS, the City will provide the routine maintenance service and repairs to the extent of its available excess capacity and subject to the City's priorities as required to maintain the City's own vehicles for the term of January 1, 2020, through December 31, 2020, with the option to extend for one (1) year upon written agreement; and

WHEREAS, the City will receive \$80.00 per hour for labor and a fourteen percent (14%) administration fee for all parts purchased and/or used by the City in the repair of vehicles; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to execute the agreement as soon as possible as the commencing date is retroactive to January 1, 2020; and

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

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

Section 1. This City Commission hereby approves and authorizes the execution of an Intergovernmental Agreement with Margaretta Township to provide routine maintenance service & repairs for Margaretta Township's Fire Department vehicles for the period of January 1, 2020, through December 31, 2020, 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.

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.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: January 27, 2020

INTERGOVERNMENTAL AGREEMENT FOR MAINTENANCE

This Agreement is made and entered into by and between the City of Sandusky, an Ohio Charter Municipality, 240 Columbus Avenue, Sandusky, Erie County, Ohio, 44870, [Sandusky] and Margaretta Township, a political subdivision of the State of Ohio, 114 Main Street, Castalia, Erie County, Ohio, 44825, [Margaretta] this ___ day of _____, 2020.

WHEREAS, Sandusky operates a Fleet Maintenance Department whose operations include, among other matters, the provision of routine maintenance service and repairs for Sandusky vehicles; and

WHEREAS, Sandusky Fleet Maintenance Department currently has a limited amount of excess capacity to provide routine maintenance service and repairs for Margaretta's vehicles and anticipates such excess capacity to continue for at least the term of this agreement; and

WHEREAS, Margaretta has a need to contract for routine maintenance service and repairs for its fire department vehicles, a current list of which is attached hereto and incorporated herein as "Exhibit A";

WHEREAS, Margaretta desires to contract with Sandusky, on the terms and conditions hereinafter set forth, for routine maintenance service and repairs of Margaretta's Fire Department vehicles in accordance with Sandusky's capacity and internal service priorities; and

WHEREAS, this agreement is authorized by R.C. §715.02 **NOW, THEREFORE**, the parties agree as follows:

1. Routine Maintenance Service and Repairs. Sandusky agrees to provide routine maintenance service and repairs to Margaretta's fire department vehicles listed on "Exhibit A". All maintenance and

repairs shall be conducted by certified technicians employed by Sandusky. Margaretta shall have the sole and exclusive responsibility for determining the need for and frequency of routine maintenance service and repairs for its fire department vehicles. Both parties recognize that this Agreement is non-exclusive and that Margaretta is under no obligation to utilize Sandusky for maintenance and Sandusky is under no obligation to perform maintenance for Margaretta if Sandusky's limited amount of excess capacity becomes unavailable.

2. Warranty Sandusky warrants that its repairs and maintenance of Margaretta's Fire Department vehicles shall be in a workman like manner and in accord with the customary standards in the industry of vehicle repair and maintenance.
3. Service Availability and Scheduling. Sandusky will provide the routine maintenance service and repairs to the extent of its available excess capacity and subject to Sandusky's priorities as required to maintain its own vehicles. Margaretta will provide Sandusky with a written list of the Fire Department employees having authority to schedule vehicle service work pursuant to this Agreement, which list shall be verified by Margaretta's Fire Chief. Sandusky will make a reasonable effort to complete scheduled work; or, other agreed upon completion schedule established to account for the complexity of the anticipated work. In the event Sandusky determines that it is not reasonably able to timely complete the requested work, due to workload, capacity and/or complexity of the anticipated work, Sandusky will notify Margaretta's

Fire Chief or designee, accordingly, and make reasonable efforts to minimize the impact on Margaretta's operations.

4. Rates, Charges and Payment. Sandusky shall charge Margaretta and Margaretta shall pay Sandusky for the services rendered pursuant to this Agreement on a time basis, as follows:

(a) Labor. Labor will be charged at the rate of eighty dollars (\$80.00) per hour in quarterly hour increments; and

(b) Parts. Parts purchased in the repair of vehicles sent to Sandusky by Margaretta shall be purchased through the vendor used jointly by Sandusky and Margaretta and shall be billed to Margaretta's account in lieu of Sandusky charging Margaretta for the purchased parts. Margaretta shall be charged a fourteen percent (14%) administration fee for all parts purchased and/or used by Sandusky in the repair of vehicles sent to Sandusky by Margaretta; and

(c) Sandusky shall invoice Margaretta each month with the charges for labor provided during the preceding month. Margaretta agrees to pay the invoice within thirty (30) days of receipt.

5. Term. Sandusky shall provide routine maintenance service and repairs to Margaretta's Fire Department vehicles, beginning January 1, 2020, through December 31, 2020, for a maximum of two hundred (200) regular hours during this term. If additional hours are required to meet Margaretta's requirements for repair and/or maintenance, the Parties will meet to adjust the number of hours in this Paragraph and

determine if Sandusky has the excess capacity to accommodate Margaretta's requirements. This Agreement may be extended for a one (1) year term beginning on January 1, 2021, through December 31, 2021, upon written agreement executed by both parties.

6. Amendment and Termination. This Agreement may be amended by written consent of all Parties. Any modification of this Agreement shall be binding only if evidenced in writing, signed by the authorized representative of each party. This Agreement may be terminated by either party by giving 30 days written notice of termination to the other party's authorized representative:

For the City of Sandusky:

City of Sandusky
c/o City Manager
240 Columbus Avenue
Sandusky, OH 44870

For Margaretta Township:

Margaretta Township
c/o Trustee Chairman
114 Main Street
Castalia, OH 44825

7. Responsibility for Claims. Each party to this Agreement recognizes that the other is self-insured. Nothing in this Agreement shall be construed as an indemnification by one party of the other for liabilities of the other party or third parties for property loss or damage or personal injury or death arising out of and/or during the use described in this Agreement. Any liability for claim for property loss or damage or personal injury or death by a party, its employees, agents, invitees, or contractors, or by third persons, arising out of and during the activities

associated with the Agreement shall be determined in accordance with the laws of the State of Ohio.

8. In the event this agreement is terminated pursuant to Paragraph 6 for any reason, Margareta shall have no further obligation to make payment to Sandusky, except for payment for services rendered and owed at the time of termination and Sandusky shall have no further obligation to provide the services contemplated by this Agreement.
9. This Agreement supersedes all other oral and written agreements between the Parties with respect to the services that are the subject of this Agreement and contains all of the covenants and agreements between the Parties.
10. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.
11. This Agreement shall be passed as a resolution by both Parties and such resolution or action of the respective Councils of Sandusky and Margareta shall be herein attached and incorporated by reference as Exhibits B and C.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have signed this
Intergovernmental Agreement on the date indicated above.

CITY OF SANDUSKY, OHIO

By: _____
Eric L. Wobser, City Manager

Date: _____

MARGARETTA TOWNSHIP, OHIO

By: _____
Timothy Riesterer, Trustee Chairman

Date: _____

APPROVED AS TO FORM:

Trevor M. Hayberger (#0075112)
Law Director,
City of Sandusky

EXHIBIT A

Margaretta Township Fire Department Vehicles

Unit 100	2017 Ford Expedition
Unit 142	2012 4X4 Chevy GMC Pickup
Squad 111	2012 International Navistar 4300 LP / Horton Ambulance
Squad 112	2007 International Navistar 4300 LP / Horton Ambulance
Engine 121	2002 Spartan/Hale 1500 GPM Rescue Pumper
Engine 122	2015 Sutphen Shield Pump / 1500 GPM Fire Apparatus
Engine 124	1988 Sutphen 1500 GPM Hale
Tanker 131	1998 International Navistar 4900
Unit 141	2003 Ford F250 4X4 Crew Cab Grass Fire Truck

EXHIBIT B

City of Sandusky's Ordinance

DRAFT

EXHIBIT C

Margaretta Township's Resolution

DRAFT



RECREATION

222 Meigs Street
Sandusky, Ohio 44870
419.627.5886
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager
From: Jason Werling, Recreation Superintendent
Date: January 17, 2020
Subject: Commission Agenda Item

ITEMS FOR CONSIDERATION: Requesting legislation for approval to enter into a services agreement with Great White North (GWN) Communications, LTD. for the operation of Dragon Boat Races for the 4th annual event; Dragons & Bacon Fest, hosted by City of Sandusky Recreation Division and presenting sponsor Lake Erie Shores and Islands.

BACKGROUND INFORMATION:

- GWN Dragon Boat supplies and supports the sport of dragon boat racing. The City of Sandusky is requesting approval to hire the supplier to perform certain services and to lease dragon boats and accessories for the Dragons & Bacon Fest that is proposed to be held Saturday, September 19, 2020, at the Paper District Marina.
- The Supplier will operate the full dragon boat race procedure and provide 4 dragon boats (40' length) that can hold up to 22 paddlers, 22 dragon boat paddles, 1 steering oar, 22 personal flotation devices (PFDs) and 3 boat fenders per dragon boat.
- City of Sandusky Recreation Division and Dragons & Bacon Fest Committee will be responsible for obtaining the Dragon Boat race team fees to meet or exceed the \$16,268.00 owed to GWN Communications, LTD. A 25% deposit (\$4,067.00) is required by January 31st upon entering the service agreement. Dragons & Bacon Fest Committee will be able to obtain a maximum of 21 teams of 22 paddlers for the event.
- City of Sandusky shall have the right to terminate the service agreement due to the cancellation of the event or lack of team registrations, if written notice of cancellation is received before August 15, 2020, at which the 25% deposit will be refunded.

BUDGETARY INFORMATION: The amount payable by the City of Sandusky Recreation Division to GWN Communications, LTD. under the agreement for the 2020 Dragons & Bacon Fest is US \$16,268.00. A 25% deposit totaling \$4,067.00 is due upon signing the agreement, on or before January 31, 2020. City of Sandusky shall have the right to terminate the agreement due to the cancellation of the event or lack of team registrations, if written notice of cancellation is received before August 15, 2020, at which the 25% deposit will be refunded. If paid, the City will recoup these costs from the registration fees paid by the participants.

ACTION REQUESTED: It is requested that the proper legislation be prepared to allow for the approval to enter a services agreement with Great White North (GWN) Communications, LTD. It is further requested that this be passed to take immediate effect in accordance with Section 14 of the City Charter in order to enter the agreement so the funds can be deposited pursuant to the January 31, 2020 deadline.

I concur with this recommendation:

Approved:

Jason Werling
Recreation Superintendent

Eric Wobser
City Manager

CERTIFICATE OF FUNDS

In the Matter of: Great White North Communications - Dragon Boat Rental

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the City of Sandusky under the foregoing Contract 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 an appropriate fund, free from any previous encumbrances. This certificate is given compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Dated: 1/21/2020

By: Michelle Reeder
Michelle Reeder
Finance Director

Account #: 227-3700

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A SERVICES AGREEMENT WITH GREAT WHITE NORTH COMMUNICATIONS, LTD., OF TORONTO, ONTARIO, FOR SERVICES RELATED TO THE FOURTH ANNUAL DRAGONS AND BACON FESTIVAL FOR THE RECREATION DEPARTMENT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City is hosting and organizing the Fourth Annual dragon boat event in Sandusky known as the Dragons and Bacon Festival which will be held on Saturday, September 19, 2020, at the Paper District Marina; and

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

WHEREAS, the cost of these services is \$16,268.00, which includes a 25% deposit of \$4,067.00 that is due upon execution of agreement, however, the City has the right to terminate the agreement due to cancellation of the event provided written notice is received prior to August 15, 2020, at which time the 25% deposit will be refunded, and these costs, if paid, will be recouped from the registration fees paid by the event participants; and

WHEREAS, 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 pay the refundable deposit on or before January 31, 2020, pursuant to the agreement; 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 Recreation 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 to execute a Services Agreement with Great White North Communications, LTD, for services related to the Fourth Annual Dragons and Bacon Festival for the Sandusky Recreation Department, substantially in the same form as reflected in Exhibit "1" which is attached to this Ordinance and specifically incorporated as if fully rewritten herein together with such revisions or additions as are approved by the

Law Director as not being substantially adverse to the City and being consistent with the objectives and requirements of this Ordinance and with carrying out the City's public purposes.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: January 27, 2020

SERVICES AGREEMENT

THIS AGREEMENT made as of the day of ,
2020. (the "Effective Date")

B E T W E E N:

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

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

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

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

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

ARTICLE 1 DEFINITIONS

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

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

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

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

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

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

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

Schedule A- Services and Customer Responsibilities

Schedule B – Lease of Equipment

Schedule C – Fees, Billing and Payment Terms

Schedule D – Customer Insurance requirements

Schedule E – Sample Equipment/Logistics Manifest

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

ARTICLE 2 – GENERAL

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

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

ARTICLE 3 FEES AND BILLING

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

ARTICLE 4 REPRESENTATIONS, WARRANTIES AND COVENANTS

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

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

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

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

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

ARTICLE 5 TERMINATION

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

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

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

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

The Customer shall have the right to terminate this Agreement due to the cancellation of the Customer Event, if written notice of cancellation is received before August 15, 2020, at which the 25% deposit will be refunded.

ARTICLE 6

INTERPRETATION AND ENFORCEMENT

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

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

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

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

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

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

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

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

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

GREAT WHITE NORTH COMMUNICATIONS, LTD.

Per: _____

Aaron Soroka, Chief Operating Officer
I have authority to bind the company.

CITY OF SANDUSKY

Per: _____

Per: _____

WE HAVE AUTHORITY TO BIND THE CITY OF SANDUSKY.

SCHEDULE A

Supplier Services and Customer Responsibilities

GWN shall provide the following services to the Customer for the Customer Event on September 19th, 2020:

Pre-Event Coaches

- a. Provision of 3 coaches (Thursday September 17th to Friday September 18th, 2020)

Equipment Lease

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

Race Production

- a. Set and Manage the Official Race Course (number of lanes to be mutually agreed upon);
- b. Devise and Manage Race Schedule, including timing and communication equipment, finish line video replay, and race results board;
- c. Secure and Oversee Race Officials, including start and finish line officials and course referee;
- d. Manage Volunteers as they apply to Race Production; and
- e. Supervision of Team Marshall Coordinator and Dock Marshall
- f. Provision of Practice Coordinator
- g. Provision of four (4) Steerspeople

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

- a. Accommodations for up to four (4) nights for up to five (5) GWN Staff (Wednesday September 16th to Sunday September 20th); two (2) nights for up to six (6) GWN Staff (Friday September 18th to Sunday September 20th), based on double occupancy and gender.
- b. 2 - 10' x 10' tents with side and back panels or other suitable enclosure for finish line and starting officials, a platform or vessel to be used for the start and finish line officials (including 2 tables and 4 chairs);
- c. A small motor boat, minimum 14 ft. aluminum or fiberglass, minimum 9.9 hp. dedicated to assist in setting and maintaining the race course on Friday September 18th and Saturday September 19th from approximately 7:00AM to 7:00PM, or a mutually agreed upon time between both parties.
- d. If attendance by GWN is requested for committee meetings, travel costs and time will be billed as extra.
- e. Power supply at the finish line officials' tent.
- f. A suitable number of volunteers or other persons to be determined by GWN to assist GWN in race management.
- g. A small motorboat, minimum 14ft aluminum, minimum 9.9 hp, and dedicated driver for use by on-water Referee official on Saturday September 19th (approximate times: 7:00am – 6:00pm).
- h. Customer shall provide local tow truck/crane services (with a boom extension arm) for the off-load and load of the leased Equipment at the Customer event in Sandusky.
- i. Transportation for GWN staff to be billed post-event based on actuals; one rental vehicle for five (5) days (Wednesday September 16th to Sunday September 20th) and two rental vehicles for three (3) days (Friday September 18th to Sunday September 20th).
- j. Provide GWN with Customer's event day safety plan a minimum of 3 weeks prior to event day.

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

SCHEDULE B

LEASE OF EQUIPMENT

- 1) Customer agrees to lease the following for the 2020 Customer Event on September 19th, 2020:

4 Dragon Boats

8 Accessories

4 Race Accessories

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

- 2) Delivery and Return of Equipment.

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

- 4 Dragon Boats, 8 Accessories and 4 Race Accessories on Wednesday September 16th

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

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

- 3) Customer Responsible for Equipment

- a) The Customer shall be responsible for the handling, use, security and maintenance of the Equipment from the time it is delivered to the Customer to the time it is picked up by Supplier.

- b) The Equipment/Logistics Coordinator must do a full inspection of the Equipment and sign the Equipment/Logistics Manifest on the quantity and condition of the Equipment at the time of delivery and after the conclusion of the Event. If the ELC is not present at these times, it is understood that the Customer accepts the state of the Equipment and shall be responsible for any damage or loss of Equipment noted on the Equipment/Logistics Manifest by the GWN Equipment Technician.
- c) The Customer shall be solely responsible for any damage to, or loss of, any Equipment incurred between the time of delivery to the Customer to the time the Equipment is picked up by Supplier. The Customer shall be responsible for such damage or loss regardless of how the damage or loss occurred, including without limitation theft, vandalism, and inclement weather.
- d) In the event of damage or loss by the Customer or their participants, suppliers, and/or vendors, Supplier shall, at its option, repair or replace the damaged or lost item, and the Customer will pay for the cost of materials, labor (including that of Supplier employees), transportation and administration costs necessary to effect the replacement or repair. The cost shall be added to the lease price as follows:

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

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

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

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

Docking for each dragon boat is defined as follows:

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

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

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

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

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

SCHEDULE C
FEES, BILLING and PAYMENT

The amount payable by the Customer to Supplier under this Agreement for the 2020 Customer Event is US \$16,268.00 not including repair and replacement costs, which is broken down as follows:

Lease of Equipment	\$ 4,250.00
Delivery of Equipment	\$ 3,218.00
Race Production	\$ 5,500.00
Pre-Event Coaches	\$ 1,500.00
Steerspeople (4)	<u>\$ 1,800.00</u>
TOTAL	\$ 16,268.00

- 1) The Customer shall be responsible for all logistics and fees associated with tow truck/crane service used for off-loading and loading of the equipment at the Customer Event in Sandusky. GWN driver to confirm with Customer timing of such service.
- 2) Sales and Use Taxes: The Customer hereby acknowledges that the Supplier does not qualify as an agent for the collection and remittance of sales tax in the state of Ohio. As a result of this, the Customer agrees to be responsible for the self-assessment of any applicable use taxes, which may be due on the Services or Equipment Lease subject to this Agreement.
- 3) The Customer shall pay a surcharge of either:
 - a) \$125.00 / 15 minutes to the Supplier if the Customer Event exceeds 10 hours in duration, commencing at the scheduled start time of the first race and shall terminate upon the Customer's sign-off on the GWN Equipment manifest form. This surcharge is applicable if the Customer is using GWN race production services; or
 - b) \$75.00 / hour / GWN Technician to the Supplier if the Customer Event exceeds 10 hours in duration, commencing at the scheduled start time of the first race and terminating upon the Customer's sign-off on the GWN Equipment manifest form. This surcharge is applicable if the Customer is only leasing Equipment.
- 4) Fuel Surcharge on Dragon Boat and Accessory Deliveries if applicable.
- 5) The Customer shall have the right to terminate this Agreement due to the cancellation of the Customer Event, if written notice of cancellation is received before August 15, 2020, at which the 25% deposit will be refunded.

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

- a) a refundable deposit of 25% of the total fees (\$4,067.00) upon the Customer signing this Agreement, on or before January 31st, 2020
- b) 50% of the total fees (\$8,134.00) on or before August 17th, 2020
- c) 25% of the total fees (\$4,067.00) on or before August 31st, 2020
- d) All other payments owing, including for extras, Event overtime surcharge (if applicable), customs and brokerage, tolls, GWN staff transportation, travel time, transfers, parking and local transportation expenses (if applicable), fuel surcharge fee (if applicable), and for repair and replacement of lost or damaged Dragon Boats, Accessories, or Race Accessories, within 15 days of the date of Supplier's invoice

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

SCHEDULE D

CUSTOMER INSURANCE REQUIREMENTS

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

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

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

Please Note:

GWN does require a specific certificate issued only to GWN.

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

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

SCHEDULE E

EQUIPMENT / LOGISTICS MANIFEST (**SAMPLE**)

Practice Race Delivery Date:
Delivery Date:
Address:

E/LC Contact Cell #:

Practice Equipment: Date/Time:

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

Driver Signature: E/LC Signature:

Event Equipment: Date/Time:

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

Driver Signature: E/LC Signature:

Extra Equipment: Date/Time:

To be filled in by GWN Tech

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

Total Equipment Delivered:

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

Damaged/Missing Equipment Summary:

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

E/LC Sig: GWN Sig:

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

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

Comments/Feedback:

RESOLUTION NO. _____

A RESOLUTION ADOPTING THE AMENDED RULES OF ORDER FOR THE SANDUSKY CITY COMMISSION; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, pursuant to Section 10 of the City Charter, the City Commission shall determine its own rules and order of business; and

WHEREAS, the City Commission's Rules of Order were previously amended and adopted at their regularly scheduled meeting on October 24, 2016; and

WHEREAS, the currently proposed amendments to the City Commission Rules of Order were read and discussed at the regularly scheduled City Commission meeting on January 13, 2020; and

WHEREAS, the City now desires to adopt the proposed amendments to the City Commission Rules of Order as presented; 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 formally adopt the amended Rules of Order and begin their utilization as soon as possible; 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 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 ORDAINED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. This City Commission hereby amends and adopts the Rules of Order for the City Commission, a copy of which is marked Exhibit "A" and is attached to this Resolution and is specifically incorporated as if fully rewritten herein.

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

Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Resolution were taken in an open meeting of this City Commission and that all

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: January 27, 2020

CITY COMMISSION RULES OF ORDER

1. DEFINITION OF TERMS

- 1.01 Charter - the Charter of Sandusky, Ohio effective July 28, 1914, and its amendments;
- 1.02 Member - a member of the City Commission;
- 1.03 President - the President of the City Commission and Presiding Officer or Chair of the City Commission who is the Ex-officio Mayor under the Charter;
- 1.04 Clerk - the Clerk of the City Commission;
- 1.05 Meeting - any regular or special meeting of the City Commission;
- 1.06 Quorum - a majority of the members elected to the City Commission;
- 1.07 Ad Hoc Committee - a temporary committee created by the City Commission through motion, usually composed of two members.

2. APPLICATION OF RULES

- 2.01 Except as otherwise provided by the Charter or laws of the State of Ohio, the functioning and proceedings of the City Commission shall be governed by these City Commission Rules of Order.
- 2.02 On matters involving parliamentary procedure not provided for in these City Commission Rules of Order, the Clerk's latest revised edition of "Robert's Rules of Order" shall be referenced by the President as persuasive, rather than binding, and the President's determination shall be final.
- 2.03 The Law Director shall act as parliamentarian and, when applicable, shall interpret "Robert's Rules of Order" for the City Commission.
- 2.04 These Rules of Order shall not be altered except by a vote of a majority of all members of the City Commission, and at a regular or special meeting. The proposition to make an amendment shall be in the form of a resolution, and shall be submitted and read to the City Commission at a meeting preceding the one at which it is acted upon. These Rules of Order may be suspended, when appropriate, by a majority vote of all City Commission members.

3. CITY COMMISSION COMMITTEES

- 3.01 Ad hoc committees may be created by the City Commission to review, study and make recommendations on specific matters. The President shall appoint with the consent of the City Commission each ad hoc committee, give it a charge, and establish the time frame within which the committee is to report to the City Commission. When an ad hoc committee has completed its charge, the existence of the committee shall terminate.

3.02 The Clerk shall provide for the electronic recordings of all ad hoc committee meetings and will maintain these recordings as the permanent record of these meetings.

3.03 Liaison Appointments -- At the beginning of each term of Commission, and as necessary thereafter, the President shall appoint members to serve as representatives or liaisons to be made for designated city boards and/or commissioners as well as for City departments. The Clerk shall maintain a list of the same.

4. CITY COMMISSION MEETINGS

4.01 Regular meetings shall be held on the second and fourth Mondays of each month. Meetings shall be convened in the City Commission Chamber of the City of Sandusky at 5:00 p.m., or in an alternate public place within the City of Sandusky corporate limits, provided that a public notice shall be posted on the entrance doors of the Municipal Building and the City's website 24 hours prior to the meeting time. In the event that a regular meeting date of the City Commission coincides with a legal holiday, or presents a conflict for a majority of members, the City Commission may establish an alternate date, or cancel the regular meeting. The Clerk shall ensure that any cancellation, alternate date or alternate location is published in a local newspaper of general circulation within the City of Sandusky.

4.02 The President and City Manager shall confer regularly regarding the agenda for City Commission meetings, after which the President shall determine the agenda. Upon concurrence that a meeting may become unduly lengthy due to the content and/or number of items on an agenda, the President may divide the agenda and defer items to the following regular meeting, or call a special meeting as provided for in Section 10 of the City Charter.

4.03 Special meetings are governed by Section 10 of the City Charter and Section 121.22 of the Ohio Revised Code.

4.04 Members shall be present during all regular and special meetings. Excused absences shall be granted by the City Commission by a majority vote of the City Commission pursuant to Section 11 of the City Charter.

4.05 The President may, if it is deemed it advisable, arrange the seating of the members of Commission in the Commission Chamber, and all members shall occupy said seats so designated during the time of their term of office.

4.06 The roll call on each vote shall be rotated so that the members whose name was called first on the last preceding roll call vote shall be called last; the members whose name was called second on preceding roll call vote shall be called first, etc., and each member shall cast a vote when their name is called.

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4.07 The Commission shall be a continuing body, but shall meet in the Commission Chambers at its first meeting in January of each even numbered year for the purpose of organization and electing its President and Vice-President by open vote or ballot.

5. CITY COMMISSION MEETING AGENDA

5.01 Except for emergency matters or other special matters requiring the immediate attention of the City Commission, a listing of business to be considered by the City Commission shall be prepared and made available to each member at least 96 hours prior to each regular City Commission meeting.

5.02 Prior to the scheduled meeting, the City Commission President, the Clerk, and the City Manager or his/her designee, may place items to be considered by the City Commission on the Consent Agenda or Regular Agenda.

5.03 It is the responsibility of the Clerk to prepare and deliver the agenda and all supporting documentation under the general supervision and direction of the President and the City Manager. All members of the City Administration and members of the public are encouraged to cooperate with the Clerk in making the Consent Agenda and Regular Agenda complete and accurate. While nothing herein will prevent the introduction of new business not listed under either the Consent Agenda or Regular Agenda, the City Commission may require additional time to study any item not included on the Consent Agenda or Regular Agenda.

5.04 The City Commission may, upon majority vote of its members, modify the order or contents of the Regular Agenda at a City Commission meeting.

5.05 Any City Commissioner may request, as the first item of business during the City Commission meeting, that any item placed on the Consent Agenda, be removed and placed on the Regular Agenda.

5.06 City Commission members recognize that the City Manager shall direct and coordinate the day-to-day activities of the employees of the City, including the management of time for such employees. No City Commission member shall reprimand, give orders to, or otherwise direct the activities of any City employee. A complaint made directly to a member of City Commission by a citizen shall be forwarded to the City Manager for investigation by an appropriate letter or memorandum from that City Commission member.

6. NOTICE OF MEETINGS

6.01 Public Notice

The Clerk shall cause to be published one time in at least one newspaper of general circulation in the City a statement of the dates, times, and places of the City Commission meetings regularly scheduled for the calendar year. Said publication shall

occur no later than the day preceding the day of the first such regular meeting for the calendar year. The Clerk may use any other medium appropriate for notice of public meetings including the City's website.

6.02 Public Posting

The Clerk shall also post a statement of the dates, times, and places of each regular City Commission meeting for the calendar year at least one week prior to the first regular meeting of the calendar year. Said posting shall be done at three (3) locations; the City Building, the Central Fire Station and the Sandusky Public Library.

7. PUBLICATION OF MEETING AGENDAS

7.01 Agenda Packets for Press / Media

The Clerk shall make available a copy of the agenda for any regular or special meeting to any news organization requesting same. The agenda will include copies of new Adopted ordinances and resolutions and other materials shall be made available at the discretion of the Clerk. These agenda packets will be made available to news organizations by 5:00 p.m. on Thursday prior to regular meetings, and as soon as practicable prior to special meetings. It is the responsibility of the news organization to make arrangements for pick-up or receipt of its agenda packet.

8. ORDER OF BUSINESS

The President shall take the chair at the hour appointed for the meeting of the City Commission and shall call the meeting to order and direct the Clerk to call roll. If a quorum is present, the meeting shall continue.

The order of any regular or special meeting shall be as follows:

1. Invocation
2. Pledge of Allegiance
3. Call to Order
4. Roll Call
5. Action of Minutes of previous meeting(s)
6. City Commission President shall ask if any Commissioner wishes to remove an item from the Consent Agenda and have it placed on the Regular Agenda
7. Audience Participation, agenda items only (3 minute limit)
8. Proclamations / Special Recognitions
9. Public Hearings
10. Legislation a. Tabled legislation
- b. Consent Agenda
- c. Regular Agenda i. Second reading of ordinances / resolutions
- ii. First reading of ordinances / resolutions
11. City Manager's Report
12. Committee & Department Heads / Commission Liaison Reports
13. Old Business
14. New Business

15. Audience Participation – Open discussion on matters of City business (5 minute limit). Members, other officials and administrative representatives shall not respond to or debate public speakers, and shall only answer questions as directed by the President of Commission.

16. Executive Session(s) if any

17. Adjournment

9. REQUEST TO SPEAK

9.01 Members' Right to Speak

a. While each member has the right to speak, the member must request this right by addressing the chair. Upon being recognized, the member may proceed.

b. No member may filibuster. No member may speak for more than five (5) minutes continuously, except by leave of the President. The decision by the President in this matter is final. Reference to personalities and personal attacks shall be avoided by all speakers.

c. A member may speak a second time on any one question only after all members have been given an opportunity to speak.

d. The President shall regulate debate in any other manner that she/he deems necessary, provided that the rights of all persons to express their views are respected.

e. By a motion duly made, seconded, and passed by a majority of members present, the City Commission may overrule any limitation of debate by the President and allow a member to speak for an additional five (5) minutes.

f. City Commissioners-Elect, being those individuals who have been presumptively elected to a term of office beginning in January following such regular municipal election, shall be granted the courtesy and privilege to participate in the discussions and deliberations during the City Commission meetings that take place subsequent to their election and prior to January when their respective term begins but shall have no voting rights and shall be subject to the City Commission Rules of Order including this Section 9.

9.02 Residents / Interested Parties' Duties

Any resident or interested party desiring to address the City Commission shall be first recognized by the chair. She/he shall then step to the floor microphone and state her/his name and address in an audible tone for the Clerk's record. Remarks shall be limited as provided in Section 8 and reference to personalities and personal attacks shall be avoided by all speakers.

9.03 City Employees

The City Manager and any other appointed, administrative level official shall be entitled at all times to any privilege of the floor for the purpose of speaking upon any questions that pertain to their duties, responsibilities and authority. All provisions of 9.01 apply. City Employees will not make presentations on items included on the Consent Agenda.

10. VOTING PROCEDURES

10.01 Every member present, when a question is put, shall vote unless the member has an ethical conflict of interest. Any member requesting permission to abstain may make a brief statement of the reason for making such a request. The question shall then be immediately taken without further debate.

10.02 Voting on all legislation shall be oral and in open. No proxy votes are permitted. When the Clerk calls roll, each member shall respond "yes", "no", "present", or "abstain". No other comment is permitted during voting. The order of voting shall rotate in a random manner.

10.03 The Clerk shall announce the results of the voting, and state whether the matter voted upon passed or failed.

10.04 No vote of a member shall be questioned. Any member so desiring may briefly comment upon the vote personally cast after the roll call and announcement of the result. The President shall decide upon the propriety of the comments and monitor the length of same.

11. LEGISLATING PROCEDURE

11.01 As the first item of business during the legislative process, the City Commissioner President shall ask for a motion to accept the Consent Agenda in its entirety, with the exception of any items removed from the Consent Agenda. The motion will be to "accept the Consent Agenda and declaring that all ordinances and/or resolutions as drafted and presented to the City Commission under the Consent Agenda shall take effect in accordance with the section reflected in the ordinances and/or resolutions, whether it be in accordance with Section 13 and/or Section 14 of the City Charter."

11.02 Once the motion has been received, the City Commissioner President should open the floor for any brief questions, discussions or comments on items remaining on the Consent Agenda.

11.03 Any Commissioner, following any brief question, discussion or comment, may request that an item be removed from the Consent Agenda and placed on the Regular Agenda.

11.04 If any items were removed from the Consent Agenda during the consent portion of the agenda, the City Commission President may determine where on the Regular Agenda those items will be discussed, e.g., immediately after the Consent Agenda has been accepted or later on the Regular Agenda.

11.05 Following any brief questions, discussions or comments on items remaining the Consent Agenda, or removal of additional items from the Consent Agenda, the City

Commission President shall ask for a second to the motion to approve the remaining items on the Consent Agenda.

11.06 Following a second to the motion to approve the remaining items, the Clerk shall conduct a roll call vote on the motion, followed by a roll call vote on the ordinances/resolutions.

11.07 Ordinances/resolutions that require a second reading will be automatically placed on the next meetings Consent Agenda.

11.08 Following the Consent Agenda, the City Commission shall legislate the items contained on the Regular Agenda.

11.09 During the Regular Agenda, a member may speak on any legislation; call for questions; ask for a statement of the question (which the President shall render); call for a division of the questions (the President shall render a decision regarding the divisibility of any question and said decision shall be subject to appeal as is a question of order); and question the City Manager. Any two members may demand the previous question.

11.10 Any member may request the preparation of such legislation as the member deems appropriate. Legislation is prepared and recommended by the Administration.

11.11 Every motion shall be reduced to writing if the chair or a member so requests.

11.12 When a motion is offered and seconded, it shall be transcribed and read back by the Clerk before debate. When written, it shall be read by the Clerk before debate.

11.13 After a motion has been read by the Clerk, it shall be deemed to be in the City Commission's possession and may be withdrawn only by leave of the City Commission.

11.14 Ordinances and resolutions shall be read by title only unless there is an objection from one of the Commission members.

11.15 Form of Ordinances / Resolutions

a. All ordinances and resolutions shall continue to be written in the same format and style as was in use at the time these rules were enacted by the Commission. All such legislation shall be assigned a number by the Clerk.

b. Each ordinance / resolution shall contain not more than one subject, which shall be fully described in the caption in easily understood terms.

11.16 Second Reading / Public Hearings – No motion is required on second readings. After debate has closed, the President shall direct the Clerk to call the roll.

11.17 Order of Consideration of Questions – All questions shall be considered in the order in which they are made.

11.18 Motion Made – Additional Proper Motions – When a question is before the Commission or under debate, or a motion has been made, no other motion shall be proper, except the following and these take precedence according to the order listed:

1. to adjourn
2. to table until future stated time
3. request cessation of debate and vote be taken
4. to refer to an ad hoc committee
5. to amend the matter under discussion
6. to postpone action for an indefinite time or to a date certain.

11.19 Question Without Debate - the following questions shall be considered without debate:

1. to adjourn
2. to lie on the table
3. to take from the table
4. all questions relating to priority.

11.20 Motion to Postpone - Adjourn

- a. A motion to postpone (to a day certain or indefinitely) shall not again be allowed at the same reading of the ordinance or resolution under consideration.
- b. A motion to adjourn shall always be in order, but if decided in the negative, it shall not be entertained again until some motion, order, or decision has taken place.

11.21 Motion to Take From the Table - A motion to remove any matter from the table shall be in order after consideration of one question succeeding the tabling. This is not debatable. Any matter removed from the table shall not be considered or acted upon until the next or a subsequent meeting.

11.22 Motion to Strike Out - A motion to strike out and insert shall be deemed divisible and a refusal to strike out equivalent to agreeing to the matter in the form, but shall not preclude further amendment by way of addition.

11.23 Appeal Decision of the Chair - On appeal from the decision of the chair, no member shall speak more than once, and the chair shall have preference.

11.24 Call to Order - If any member, in speaking or otherwise, violates the rules of the Commission, the chair or any member may call her/him to order and the member so called shall cease speaking until the question of order is decided.

12. MISCELLANEOUS

12.01 Council Courtesies

No member shall privately confer while the Commission is in session with anyone other than a fellow member, the City Manager, the Clerk, or Law Director. Such discussions as are permitted shall be brief and shall be conducted in a tone and manner so as not to disturb the proceedings. No member may use a cell phone or texting device during the meeting.

12.02 Confidentiality

a. a- On matters where public knowledge of same could be detrimental to the City's position on legal, fiscal, property acquisition, personnel or other matters as provided in Section 10 of the City Charter and O.R.C. Section 121.22 (G), all members shall limit and/or restrict discussion and/or dissemination of the confidential information unless and until the Commission or the City Manager decides such matters may be discussed publicly.

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b. Members shall each regard all information disclosed or discussed at or during any Executive Session to be absolutely privileged and confidential. It shall be the personal duty of each Commission Member to refrain from disclosing directly or indirectly to any third parties and any and all information disclosed or discussed at or during any Executive Session."

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c. No member may speak for the City Commission as a body unless specifically authorized to do so by the City Commission.

12.03 Enforcement of Rules

The President shall conduct all City Commission meetings in accordance with these rules and shall preserve order at all meetings, and shall enforce the rules of the Commission either by private or public reprimand.

12.04 Violation of Rules

If any member, in speaking or otherwise, shall violate any rule of the City Commission, the President shall call the member to order. If such member is speaking when called to order, the member immediately cease speaking unless permitted to explain. The question or order shall be decided without debate, at the President's discretion.



DEPARTMENT OF PUBLIC WORKS

240 Columbus Ave.
Sandusky, Ohio 44870
419.627.5829
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Joshua R. Snyder, P.E.

Date: January 14, 2020

Subject: Commission Agenda Item – Permission to Bid the 2020 Local Street Resurfacing Project

ITEM FOR CONSIDERATION: Requesting legislation authorizing the City to accept bids for the 2020 Local Street Resurfacing Project

BACKGROUND INFORMATION: Most of the complaints received by the Public Works Department are in regards to the condition of the streets. This project addresses the 75 worst asphalt street sections in the City, based on the independent TransMap survey data compiled in 2015. Staff has extrapolated this data to late 2019, only removing street segments that are planned for paving work in our Capital Plan and those which have already been paved since the completion of the study in late 2015. These 75 sections total over 6 miles of road.

Because of the poor condition of these segments, varying degrees of pavement work is necessary. In general, a thin asphalt overlay is to be utilized in the replacement of the surface of these segments. In particular, segments needing more than just surface work will receive additional “milling” and possibly excavation to address structural problem areas in the pavement. Most of these streets have not seen new pavement in over 20 years, with some reportedly in the range of 30-40 years. The complete list of roadway segments is attached herein (exhibit “A”).

Again, the priority list is not from City staff, but rather from an independent consultant’s analysis and reflects the “worst-first” methodology in which streets to address.

BUDGETARY INFORMATION: The estimated cost of the project including engineering, inspection, advertising, construction and miscellaneous costs, is \$1,050,000 paid with Street Funds in an amount of \$300,000 and the remaining \$750,000 of will come from Capital Projects Funds.

ACTION REQUESTED: It is recommended that the proper legislation be approved accepting bids for the 2020 Local Street Resurfacing Project under suspension of the rules and in accordance with Section 14 of the City Charter in order to bid the project early in the 2020 calendar year. Bidding the project early in the year will ensure aggressive bidding providing a savings to the City and allowing enough time for all work to be complete in the 2020 calendar year.

I concur with this recommendation:

Eric Wobser
City Manager

Aaron Klein, P.E.
Director

cc: K. Kresser, Commission Clerk; M. Reeder, Finance Director; T. Hayberger, Law Director

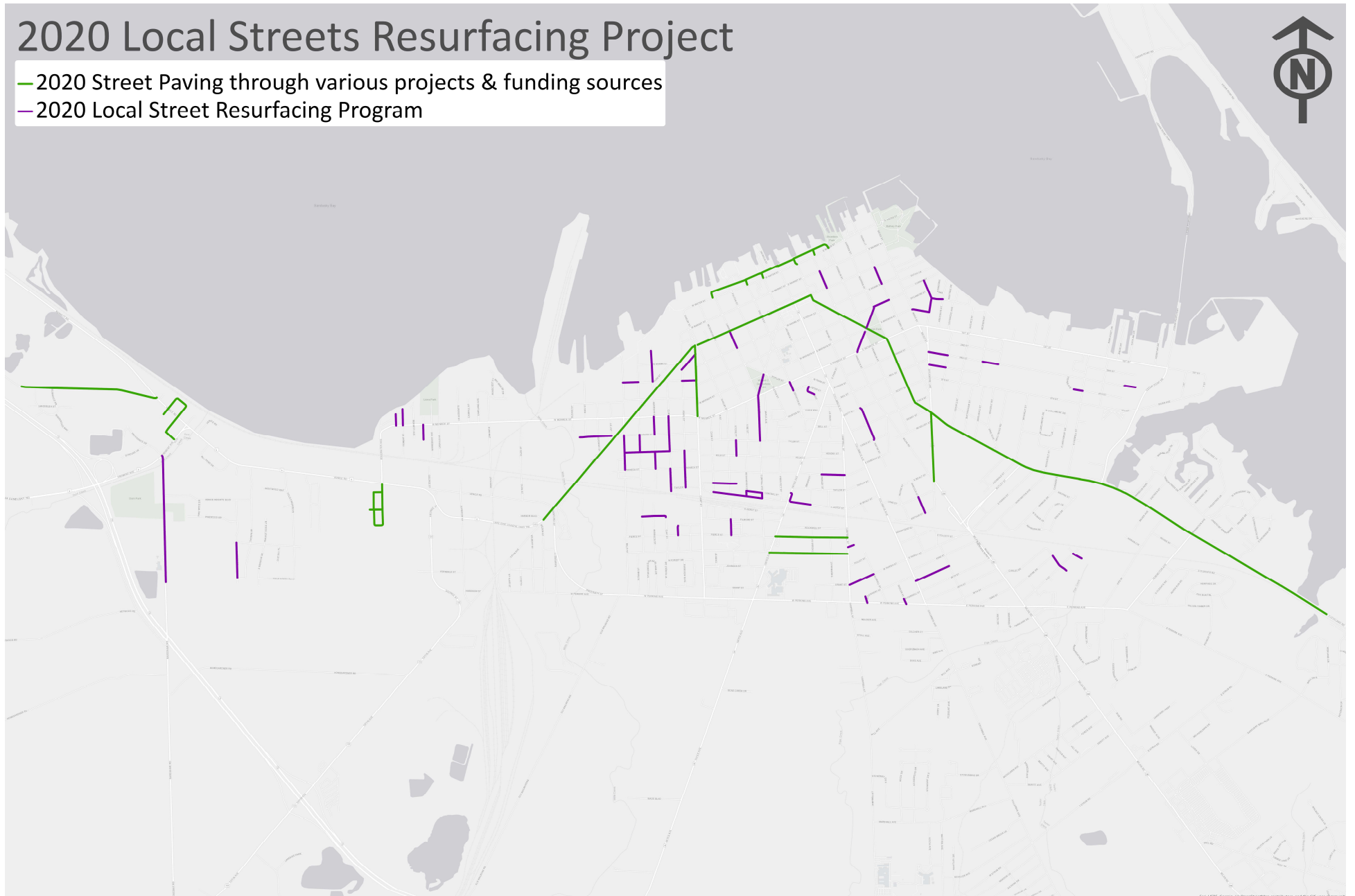
Exhibit "A"

Name	From	To
BARKER ST	EOP	KING ST
CENTRAL ST	MC DONOUGH ST	CENTRAL AVE
HANCOCK ST	E ARTHUR ST	LANE ST
N DEPOT ST	HAYES AVE	THOMAS ST
SHELBY ST	PIERCE ST	FILMORE ST
THIRD ST	ONTARIO ST	LANE ST
THIRD ST	WILDMAN ST	EOP (E)
THIRTEENTH ST	C ST	ALPINE DR
W JEFFERSON ST	MILLS ST	PUTNAM ST
CLINTON ST	BARKER ST	W MONROE ST
CLINTON ST	TAYLOR ST	SENECA ST
FILMORE ST	PUTNAM ST	HARRISON ST
FOURTH ST	FISHER AVE	E FARWELL ST
PEARL ST	TAYLOR ST	SENECA ST
CLINTON ST	EOP	TAYLOR ST
HARRISON ST	BARKER ST	W MONROE ST
HARRISON ST	W JEFFERSON ST	W ADAMS ST
HARRISON ST	W ADAMS ST	EOP
N DEPOT ST	CARR ST	SHELBY ST
RANSOM ST	CARR ST	SHELBY ST
WAYNE ST	CABLE ST	FINCH ST
CENTRAL AVE	W MONROE ST	POPLAR ST
COVE ST	COVE PARK BLVD	SYCAMORE ST
PEARL ST	SENECA ST	SANDUSKY ST
SANDUSKY ST	PUTNAM ST	HARRISON ST
SYCAMORE LINE	GARFIELD AVE	COVE PARK BLVD
W PARISH ST	GRANT ST	CALDWELL ST
44 ST	COLUMBUS AVE	HANCOCK ST
CEMENT AVE	W MONROE ST	PLEASANTVIEW PL
CLINTON ST	SANDUSKY ST	BARKER ST
FILMORE ST	HARRISON ST	CLAY ST
BARKER ST	BROADWAY ST	JAY ST
BARKER ST	KING ST	BROADWAY ST
HARRISON ST	SENECA ST	SANDUSKY ST
MILLS ST	SANDUSKY ST	BARKER ST
PUTNAM ST	SANDUSKY ST	BARKER ST
SANDUSKY ST	HARRISON ST	CLINTON ST
SANDUSKY ST	MILLS ST	PUTNAM ST
COVE PARK BLVD	COVE ST	ANDERSON ST
ELM ST	E MONROE ST	FRANKLIN ST
SADLER ST	W PERKINS AVE	W FARWELL ST

THIRD ST	SYCAMORE LINE	ERIE ST
W JEFFERSON ST	PEARL ST	CAMP ST
GARFIELD AVE	MEIGS ST	SYCAMORE LINE
LAWRENCE ST	W ADAMS ST	W WASHINGTON ST
MARQUETTE ST	EOP (S)	W MONROE ST
MC DONOUGH ST	N DEPOT ST	CENTRAL ST
MILLS ST	SENECA ST	SANDUSKY ST
PERRY ST	E ADAMS ST	E WASHINGTON ST
SMITH ST	W PERKINS AVE	EOP
CEMENT AVE	PLEASANTVIEW PL	EOP
E JEFFERSON ST	WARREN ST	PERRY ST
HORSESHOE AVE	W MONROE ST	PLEASANTVIEW PL
RANSOM ST	SHELBY ST	EOP
SOUTH ST	WEST ST	JACKSON ST EXT
THIRTEENTH ST	EOP (S)	C ST
WEST ST	SOUTH ST	CENTER ST
BARDSHAR RD	S. CORP LIMITS	VENICE HEIGHTS BLVD
CENTRAL AVE	TYLER ST	W MONROE ST
CLINTON ST	PIERCE ST	FRANTZ ST
DORN DR	THORPE DR	FERNDAL DR
FOURTH ST	SYCAMORE LINE	ERIE ST
N DEPOT ST	MC DONOUGH ST	CENTRAL AVE
STONE ST	POLK ST	TYLER ST
TWELFTH ST	C ST	EOP (S)
W OSBORNE ST	LINDSLEY ST	CAMPBELL ST
COVE ST	SYCAMORE ST	CURRAN ST
MELVILLE ST	PEARL ST	CAMP ST
ELM ST	HURON AVE	WARREN ST
N DEPOT ST	SHELBY ST	MC DONOUGH ST
W ARTHUR ST	CAMPBELL ST	EOP
WAYNE ST	FINCH ST	SCOTT ST
CENTRAL AVE	N DEPOT ST	CENTRAL ST
DECATUR ST	CENTER ST	W MONROE ST
HANCOCK ST	E WASHINGTON ST	E MARKET ST

2020 Local Streets Resurfacing Project

- 2020 Street Paving through various projects & funding sources
- 2020 Local Street Resurfacing Program



RESOLUTION NO. _____

A RESOLUTION DECLARING THE NECESSITY FOR THE CITY TO PROCEED WITH THE PROPOSED 2020 LOCAL STREET RESURFACING PROJECT; APPROVING THE SPECIFICATIONS AND ENGINEER'S ESTIMATE OF COST THEREOF; AND DIRECTING THE CITY MANAGER TO ADVERTISE FOR AND RECEIVE BIDS IN RELATION THERETO; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, TransMap performed a citywide pavement survey in 2015, which was updated through late 2019, and the updated survey indicated there is a great need for asphalt pavement repair throughout the City; and

WHEREAS, the proposed 2020 Citywide Resurfacing Project involves the resurfacing of seventy-five (75) of the worst asphalt street segments in the City and depending on the condition of the street, the work may include milling and possibly excavation to address structural problems in the pavement and the sections encompass over six (6) miles of road; and

WHEREAS, the total estimated cost for this project including engineering, inspection, advertising and miscellaneous expenses is \$1,050,000.00 of which \$300,000.00 will be paid with Street Funds and the remaining balance of \$750,000.00 will be paid with Capital Projects 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 early in the year to ensure aggressive bidding providing a savings to the City and to allow sufficient time for all the work to be completed in the 2020 calendar year; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Department of Public Works, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio, finds that an emergency exists regarding the aforesaid, and that it is advisable that this **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 2020 Local Street Resurfacing Project, be and the same hereby are approved by this City Commission.

Section 2. This City Commission hereby declares it necessary to proceed with the proposed 2020 Local Street Resurfacing Project at the earliest possible time.

Section 3. The City Manager is authorized and directed to advertise for and

to receive bids in relation to the proposed 2020 Local Street Resurfacing Project as required by law.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: January 27, 2020



DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5829
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: January 15, 2020

Subject: **Commission Agenda Item – Uniform Rental & Cleaning Contract for 2/1/20 – 1/31/22**

ITEM FOR CONSIDERATION: Legislation to enter into a contract with Cintas Corporation of Sandusky, Ohio for the supply and cleaning of uniforms for the period of February 1, 2020 through January 31, 2022.

BACKGROUND INFORMATION: On Monday, January 13, 2020, bids were opened for the above-slated service. One (1) bid was received as follows:

	Vendor	Per Employee	Annual Cost	Less Local Preference
1.	Cintas Corporation Sandusky, OH	\$3.32	\$175.96	N/A - Only Bidder

Vendors were requested to supply bid pricing on full uniform supply and cleaning as well as just uniform supply (i.e. some employees prefer to launder their own uniforms as opposed to having the supplier clean them). Vendors were also requested to supply bid pricing on rental and cleaning of shop towels and mats.

The City's current uniform supplier for those persons not employed by either the Police or Fire Departments is Cintas Corporation of Sandusky, Ohio.

The current base rate in effect is \$3.32 per person per week; their proposed bid price of \$3.32 per person per week. Staff reviewed a variety of new uniform options and decided to continue with the same style, but offering additional pant options.

Based upon criteria in the bid documents and prior positive experience with Cintas Corporation, it has been determined that Cintas Corporation is the lowest and best bidder.

BUDGETARY INFORMATION: The cost per year is \$13,991.64 for a total cost of \$27,983.28. Funds for the payment of this service are routinely included in the operating budgets of City departments.

ACTION REQUESTED: It is recommended that proper legislation be prepared to enter into a contract with Cintas Corporation of Sandusky, Ohio for the supply and service of uniforms for City personnel for the period of February 1, 2020 through January 31, 2022, in an amount not to exceed \$27,983.28 for a two year period be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City to allow for measuring and delivery of new uniforms as soon as possible since the contract begins February 1, 2020.

I concur with this recommendation:

Eric Wobser
City Manager

cc: K. Kresser, Commission Clerk; M. Reeder, Finance Director; T. Hayberger, Law Director

CERTIFICATE OF FUNDS

In the Matter of: Cintas Uniform Rental + Cleaning

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the City of Sandusky under the foregoing Contract 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 an appropriate fund, free from any previous encumbrances. This certificate is given compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Dated: 1/21/2020

By: Michelle Reeder
Michelle Reeder
Finance Director

Account #: _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A TWO (2) YEAR CONTRACT WITH CINTAS CORPORATION OF SANDUSKY, OHIO, FOR THE SUPPLY AND SERVICE OF UNIFORMS FOR CITY PERSONNEL FOR THE PERIOD OF FEBRUARY 1, 2020, THROUGH JANUARY 31, 2022; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, in accordance with the current AFSCME labor agreement, the City is required to provide uniforms to certain employees; and

WHEREAS, upon public competitive bidding as required by law, one (1) appropriate bid was received and the bid from Cintas Corporation of Sandusky, Ohio, was determined to be the lowest and best bid; and

WHEREAS, Cintas Corporation is the current uniform supplier for AFSCME employees and their proposed bid price of \$3.32 per person is same price as their current contract and funds for the payment of this supply and service are routinely included in the operating budgets of the appropriate City departments; 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 for measuring employees and delivery of new uniforms as soon as possible since the contract begins on February 1, 2020; 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 enter into a contract with Cintas Corporation of Sandusky, Ohio, for the supply and service of uniforms for City personnel for the period of February 1, 2020, through January 31, 2022, at an amount not to exceed Thirteen Thousand Nine Hundred Ninety One and 64/100 Dollars (\$13,991.64) per year and a total amount **not to exceed** Twenty Seven Thousand Nine Hundred Eighty Three and 28/100 Dollars (\$27,983.28), consistent with the bid submitted by Cintas Corporation of Sandusky, Ohio, currently on file in the office of the Director of Public Works.

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

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

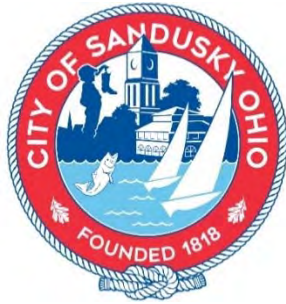
Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: January 27, 2020



COMMUNITY DEVELOPMENT

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5715
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager
From: Matthew D. Lasko, Chief Development Officer
Date: January 15, 2020
Subject: Commission Agenda Item – Permission to Bid Asbestos Abatement and Demolition of 2139 Parkview Boulevard

Item for Consideration: Resolution of necessity for permission to bid the asbestos abatement and demolition of the property located at 2139 Parkview Boulevard and further identified as permanent parcel no. 58-01526.000 (herein referred to as the “Property”).

Background Information: On January 16th, 2020, the City acquired the Property for \$25,000 from Mr. Jeff Burlovich. The Property currently consists of a 4-unit, vacant former rental building sitting on approximately .34 acres and immediately abutting Churchwell Park to the east.

The City now desires to immediately move forward with the process to abate and demolish the Property so as to minimize the length of time the Property will sit vacant and be subjected to illegal entry and vandalism.

Therefore, City staff is requesting permission to bid out the asbestos abatement and demolition of the Property. If approved, the City will first complete the environmental review process through the State Historic Preservation Office and then subsequently seek proposals from firms to complete an asbestos survey to be used as part of the demolition bidding process.

Budgetary Information: The total estimated cost for this project including advertising and miscellaneous expenses is likely to exceed \$10,000. After receipt and review of bids, staff will present to City Commission a recommendation to enter into a contract with the firm that provided the lowest and best bid for the demolition. The source to cover the expense of the demolition and asbestos abatement will be Community Development Block Grant dollars.

Action Requested: It is requested that the proposed bidding for the asbestos abatement and demolition of 2139 Parkview Boulevard be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to continue to implement the City’s efforts towards blight elimination in the interest of the health and safety and general welfare of the citizens of Sandusky.

I concur with this recommendation:

Eric L. Wobser
City Manager

Matthew D. Lasko
Chief Development Officer

cc: Kelly Kresser, Clerk of City Commission
Michelle Reeder, Finance Director
Trevor Hayberger, Law Director
Angela Byington, Planning Director

RESOLUTION NO. _____

A RESOLUTION DECLARING THE NECESSITY FOR THE CITY TO PROCEED WITH THE PROPOSED ASBESTOS ABATEMENT AND DEMOLITION OF 2139 PARKVIEW BOULEVARD PROJECT; AND DIRECTING THE CITY MANAGER TO ADVERTISE FOR AND RECEIVE BIDS IN RELATION THERETO; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City Commission approved the purchase of real property abutting Churchwell Park and located at 2139 Parkview Boulevard by Ordinance No. 20-001, passed on January 13, 2020; and

WHEREAS, the proposed Asbestos Abatement and Demolition of 2139 Parkview Boulevard Project involves the asbestos abatement and demolition of a vacant 4-unit structure, formally used as rental property, and located at 2139 Parkview Boulevard and identified as Parcel No. 58-01526.000; and

WHEREAS, the total estimated cost for this project including advertising and miscellaneous expenses is anticipated to be over \$10,000.00 and will be paid with Community Development Block Grant Funds: and

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

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

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

Section 1. This City Commission approves of the proposed Asbestos Abatement and Demolition of 2139 Parkview Boulevard Project.

Section 2. This City Commission hereby declares it necessary to proceed with the proposed Asbestos Abatement and Demolition of 2139 Parkview Boulevard Project at the earliest possible time.

Section 3. The City Manager is authorized and directed to advertise for and to receive bids in relation to the proposed Asbestos Abatement and Demolition of 2139 Parkview Boulevard Project as required by law.

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

any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: January 27, 2020



DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5829
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: January 15, 2020

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

ITEM FOR CONSIDERATION: Requesting legislation authorizing purchases of miscellaneous materials from Core & Main, LP, of Ashland, Ohio, for improvements and repairs to water service infrastructure.

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

Prior to 2017, when City Commission first passed an ordinance for expending funds for the purchase of water service materials, crews purchased materials weekly based on their current need. Occasionally, purchases approached, but never exceeded \$10,000. If a necessary weekly purchase was due to exceed this limit, crews would have to make additional trips or wait for materials to perform necessary improvements and repairs. Commission approval for items budgeted in the draft General Appropriations for Fiscal year 2020 could help expedite improvements and repairs, while providing an additional layer of accountability during the annual audit.

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

Water Meter update: In 2013, the City had budgeted \$1,000,000 annually over three years for water meter replacements because nearly all were approaching their useful life. Instead, staff embarked on a pilot project with these new meters to determine the potential return on investment. It didn't make sense to take out a long-term loan for equipment that had a useful life shorter than the term of the loan. After many bumps in the road at the onset of the pilot project, the new meters have been running very well. However, staff did not see the desired return on investment for residential meters that would justify huge capital expenditures but did see a good return on investment for many of the commercial meters. The reason is that all water meters slow down and continually read lower and lower as they age. Therefore, the higher the consumption, the more revenue is lost to the City. These inaccurate readings increase water loss calculations and a need to reevaluate rates. Accurate readings mean that we will be billing consumers for exactly what they are using.

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

Currently, it takes twelve (12) total hours to read the route selected for 2020. The route consists of an area with boundaries of the eastside of Sycamore Line and McKinley Street, including all properties north of Cleveland Road West between Cedar Point Drive, extending to the eastern corporate limit on Cleveland Road West and the southside of portions of Cleveland Road West and McKinley Street to the northside of the railroad tracks. (See attached map.) Driving would free up at least nine (9) hours per month that could be used for other projects directly related to infrastructure improvements. The total cost to completely replace this route of 885 meters, is approximately \$400,000.

The goal is to eventually get to a time when field crews can read the entire City in a few hours per month rather than taking almost the entire month to do so. All labor will be performed in-house and supplemented with seasonal staff. All meters are being spatially located within the GIS system. Water distribution crews will select specific routes each year that are the most time consuming to walk, contain the oldest meters and/or are the most difficult to find. They will replace that entire route in addition to specific older commercial meters throughout the City that are suspected to be reading lower. Full replacement is expected to take 10-15 years.

Additionally, in order to continue working on making Sheldon's Marsh a secondary intake, a necessary step is to improve and expand the existing connection at the Big Island Water Works (BIWW). In 2020, the City will be working with the County to have fittings and valves installed in the old NASA building at BIWW. Purchase of these materials through Core and Main will bring the City and County one step closer to an operational intake.

BUDGETARY INFORMATION: The budgeted cost for Core & Main, LP, as presented in the O&M and capital budgets is based on historic annual repairs in the field totaling \$650,000. This year's allocations are for hydrants and valves (\$100,000), miscellaneous materials (\$100,000), Intake Improvements (\$50,000) and meters (\$400,000 – split evenly with sewer maintenance) and will be paid with Water Funds in the amount of \$450,000 and Sewer Funds in the amount of \$200,000. A portion has already been spent for recent water main repairs via the temporary appropriations. Purchases exceeding this amount from Core & Main, LP would require approval from City Commission.

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

I concur with this recommendation:

Eric Wobser
City Manager

cc: K. Kresser, Commission Clerk; M. Reeder, Finance Director; T. Hayberger, Law Director

CERTIFICATE OF FUNDS

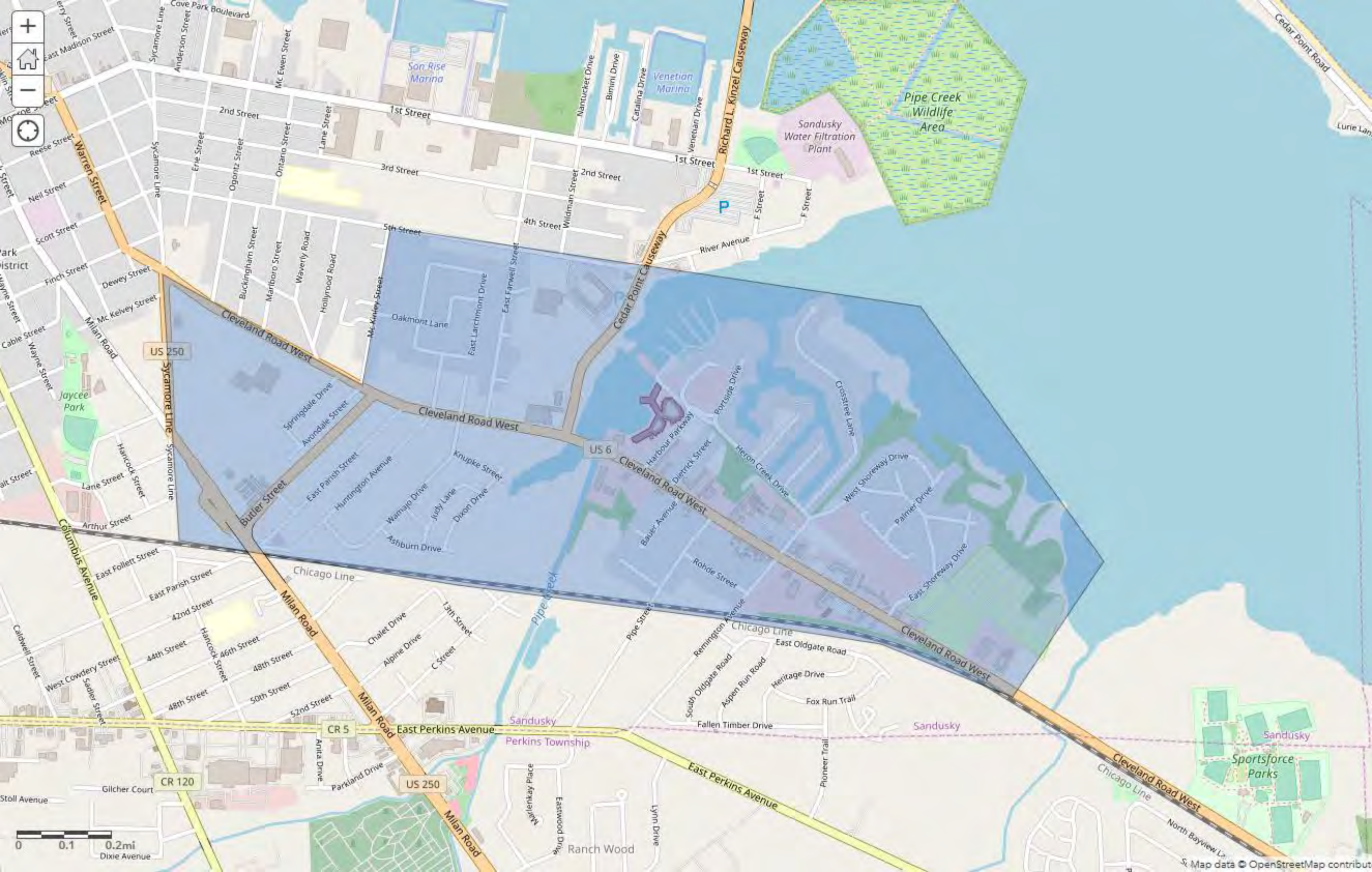
In the Matter of: Core + Main - Water infrastructure materials

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the City of Sandusky under the foregoing Contract 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 an appropriate fund, free from any previous encumbrances. This certificate is given compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Dated: 1/21/2020

By: Michelle Reeder
Michelle Reeder
Finance Director

Account #: 612-5260-55513
613-5450-55513



0 0.1 0.2mi
Dixie Avenue

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXPEND FUNDS TO CORE & MAIN, LP, OF ASHLAND, OHIO, FOR THE PURCHASE OF MATERIALS AND PARTS FOR IMPROVEMENTS AND REPAIRS TO WATER SERVICE INFRASTRUCTURE IN CALENDAR YEAR 2020; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

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

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

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

WHEREAS, Staff developed a plan to systematically replace all the meters in the City over a period of time and last year selected the Cove District and another portion of properties within the First through Fifth Streets District for meter replacement; and

WHEREAS, this year Staff selected the an area with boundaries of the eastside of Sycamore Line and McKinley Street, including all properties north of Cleveland Road West between Cedar Point Drive, extending to the eastern corporate limit on Cleveland Road West and the southside of portions of Cleveland Road West and McKinley Street to the northside of the railroad tracks and the cost to completely replace the 885 meters in this area is approximately \$400,000.00; and

WHEREAS, the allocation for 2020 is based on historic annual repairs in the field and funds will be allocated as follows: hydrants and valves (\$100,000.00), miscellaneous materials (\$100,000.00), intake improvements (\$50,000.00), and meters (\$400,000.00 - split with sewer maintenance); and

WHEREAS, the total estimated cost for materials and parts for water main repairs in 2020 is \$650,000.00 of which \$450,000.00 will be paid with Water Funds and \$200,000.00 will be paid with Sewer Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to allow City crews to purchase materials and parts as needed for repairs and replacement; and

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

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

Section 1. The City Manager and/or Finance Director is authorized and directed to expend funds for materials and parts to be used for improvements and repairs to water service infrastructure in CY 2020 at an amount **not to exceed** Six Hundred Fifty Thousand and 00/100 Dollars (\$650,000.00) to be paid to Core & Main, LP, of Ashland, Ohio.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: January 27, 2020



DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5829
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Jane E. Cullen, P.E.

Date: January 15, 2020

Subject: Commission Agenda Item – Storm Sewer Easements for West Side Utility and Connectivity Improvements Project

ITEM FOR CONSIDERATION: Requesting legislation for approval of easements to install new storm sewers and catch basins along Edgewater Avenue.

BACKGROUND INFORMATION: As part of the West Side Utility and Connectivity Improvements Project, the City will be replacing the existing storm sewer system along with replacing and installing new catch basins along Edgewater Avenue.

The property owners listed below have agreed to grant a permanent Storm Sewer Easement allowing the City to install, inspect, maintain, repair and/or replace the catch basin structures and related storm sewer conduit.

The city entered into agreement an agreement with O.R. Colan Associates of Fairview Park, Ohio for professional property and easement acquisition services per ordinance 19-101 at the May 28, 2019 city commission.

Parcel No.	Owner	Property Address	Offer
60-00110.000	Micah Board	1514 Edgewater Ave	\$300.00
60-00429.002	DC Land Development, LLC	3608 Venice Rd	\$300.00
60-00429.001	Beth-Ann Pitsenbarger	1508 Edgewater Ave	\$300.00

Attached to the legislation are the easements document fully executed by the property owners and the legal description for the storm sewer easements.

BUDGETARY INFORMATION: The City will pay to each of the property owners listed above an amount not to exceed \$300.00, which will be paid through the Sewer Fund for a total amount of \$900.00. This amount was negotiated and agreed upon with the property owners through the City's real estate appraisers and negotiator, OR Colan.

ACTION REQUESTED: It is recommended that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter so the easements can be recorded immediately, as the easements are required to move forward with the storm sewer work on the West Side Utility and Connectivity Improvements Project.

I concur with this recommendation:

Eric Wobser
City Manager

Aaron M. Klein, P.E.
Director

cc: K. Kresser, Commission Clerk; Michelle Reeder, Finance Director; T. Hayberger, Law Director

ORDINANCE NO. _____

AN ORDINANCE APPROVING A PERPETUAL EASEMENT GRANTED TO THE CITY FOR A STORM SEWER ON PARCEL NO. 60-00110.000, LOCATED AT 1514 EDGEWATER AVENUE, FOR THE WEST SIDE UTILITY & CONNECTIVITY IMPROVEMENTS PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, as part of the West Side Utility & Connectivity Improvements Project, the City will be replacing the existing storm sewer system along with replacing and installing new catch basins along Edgewater Avenue; and

WHEREAS, the City Commission authorized an agreement for professional property & easement acquisition services with O.R. Colan Associates of Fairview Park, Ohio, for the West Side Utility & Connectivity Improvements Project by Ordinance No. 19-101, passed on May 28, 2019; and

WHEREAS, permanent easements are necessary for the project and the property owner, Micah Board, of Parcel No. 60-00110.000, located at 1514 Edgewater Avenue, has agreed to grant to the City a permanent storm sewer easement to install, inspect, maintain, repair and/or replace the catch basin structures and related storm sewer conduit and for access to clear and grade the mixed ditch including the right of ingress to and egress from and over the property; and

WHEREAS, approval is being requested in companion legislation to approve Perpetual Easements for storm sewers with two (2) other property owners in conjunction with the West Side Utility & Connectivity Improvements Projects; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order for the easement to be recorded immediately and allow the City to proceed with installing the storm sewer for the West Side Utility & Connectivity Improvements Project; and

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

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

Section 1. This City Commission approves the Perpetual Easement granted to the City for a Storm Sewer on Parcel No. 60-00110.000, located at 1514 Edgewater Avenue, for the West Side Utility & Connectivity Improvements Project, a copy of which is attached, marked Exhibit "1" and is specifically incorporated if fully rewritten herein.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: January 27, 2020

PERPETUAL EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That, **Micah Board**, married, herein referred to as the Grantor, whose tax mailing address is 3360 Oberlin Avenue, Lorain, OH 44053 for and in consideration of the sum of three hundred dollars (\$300.00) and other good and valuable consideration paid by the City of Sandusky (herein referred to as the Grantee), a Municipal Corporation organized under the Laws of Ohio, whose tax mailing address is 240 Columbus Avenue, Sandusky, Ohio, the receipt and sufficiency of said consideration is hereby acknowledged, does hereby **GRANT, BARGAIN, SELL, CONVEY, AND RELEASE** to the Grantee, its successors and assigns forever, a perpetual alienable Easement to have access for the installation, inspection, maintenance, repair, and/or replacement of the storm sewer conduit and related structures and for access to clear and grade the mixed ditch including the right of ingress to and egress from and over said premises (real estate) situated in the County of Erie and State of Ohio, and described as:

SEE ATTACHED "LEGAL DESCRIPTION," INCORPORATED HERETO.

The Grantor claims title to the above described property by virtue of an instrument recorded with the Erie County Recorder in RN 201900825 and the current Permanent Parcel Number is 60-00110.000

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

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

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

IN TESTIMONY WHEREOF, Micah Board, the Grantor, have executed this Perpetual Easement this 25th day of October, 2019.


Micah Board

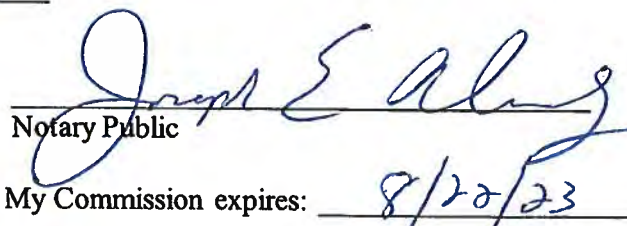
STATE OF OHIO }
 }
COUNTY OF ERIE } ss:

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 25th day of October, 2019.



JOSEPH E ALMADY
Notary Public
In and for the State of Ohio
My Commission Expires
August 22, 2023


Notary Public
My Commission expires: 8/22/23

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

DESCRIPTION OF A 0.007 ACRE PERMANENT EASEMENT

Situated in the City of Sandusky, County of Erie, State of Ohio, and being part of Original Lot Number 32 in the Annexation north of Section 2 in Margarett Township, Erie County, Ohio, and being 0.007 acres out of a 1.159 acre parcel known as Erie County Auditor's Parcel number 60-00110.000 as conveyed to Micah Board "Grantor" by deed of record in RN 201900825, (all document references are to the records of Erie County unless otherwise stated), and being more particularly described as follows:

COMMENCING FOR REFERENCE at a one inch iron pin found in a monument box at the intersection of the centerline of Venice Road with the centerline of Edgewater Avenue;

Thence along the centerline of Edgewater Avenue becoming the easterly right-of-way line of Edgewater Avenue, South 01 degrees 42 minutes 48 seconds East for a distance of 977.71 feet to the TRUE POINT OF BEGINNING of the parcel herein described;

Thence crossing through the lands of the Grantor the following three (3) courses:

1. North 88 degrees 17 minutes 12 seconds East for a distance of 15.00 feet to a point;
2. South 01 degrees 42 minutes 48 seconds East for a distance of 20.00 feet to a point;
3. South 88 degrees 17 minutes 12 seconds West for a distance of 15.00 feet to a point;

Thence along the easterly right-of-way line of Edgewater Avenue, North 01 degrees 42 minutes 48 seconds West for a distance of 20.00 feet to the TRUE POINT OF BEGINNING, containing 0.007 acres, more or less, of which 0.000 acres are within the present road occupied, resulting in a net take of 0.007 acres out of Erie County Auditor's Parcel number 60-00110.000.

This description was prepared by Michael J. Hudik, Ohio Registered Professional Surveyor number 6788, and is based on an actual field survey conducted by DLZ Ohio, Inc. in 2019 under his direct supervision.

The bearings for this description are based on Ohio State Plane Coordinate system, South Zone, and the North American Datum of 1983 with the 2011 adjustment (NAD 83(2011)).

Michael J. Hudik P.S.
Michael J. Hudik, S-6788

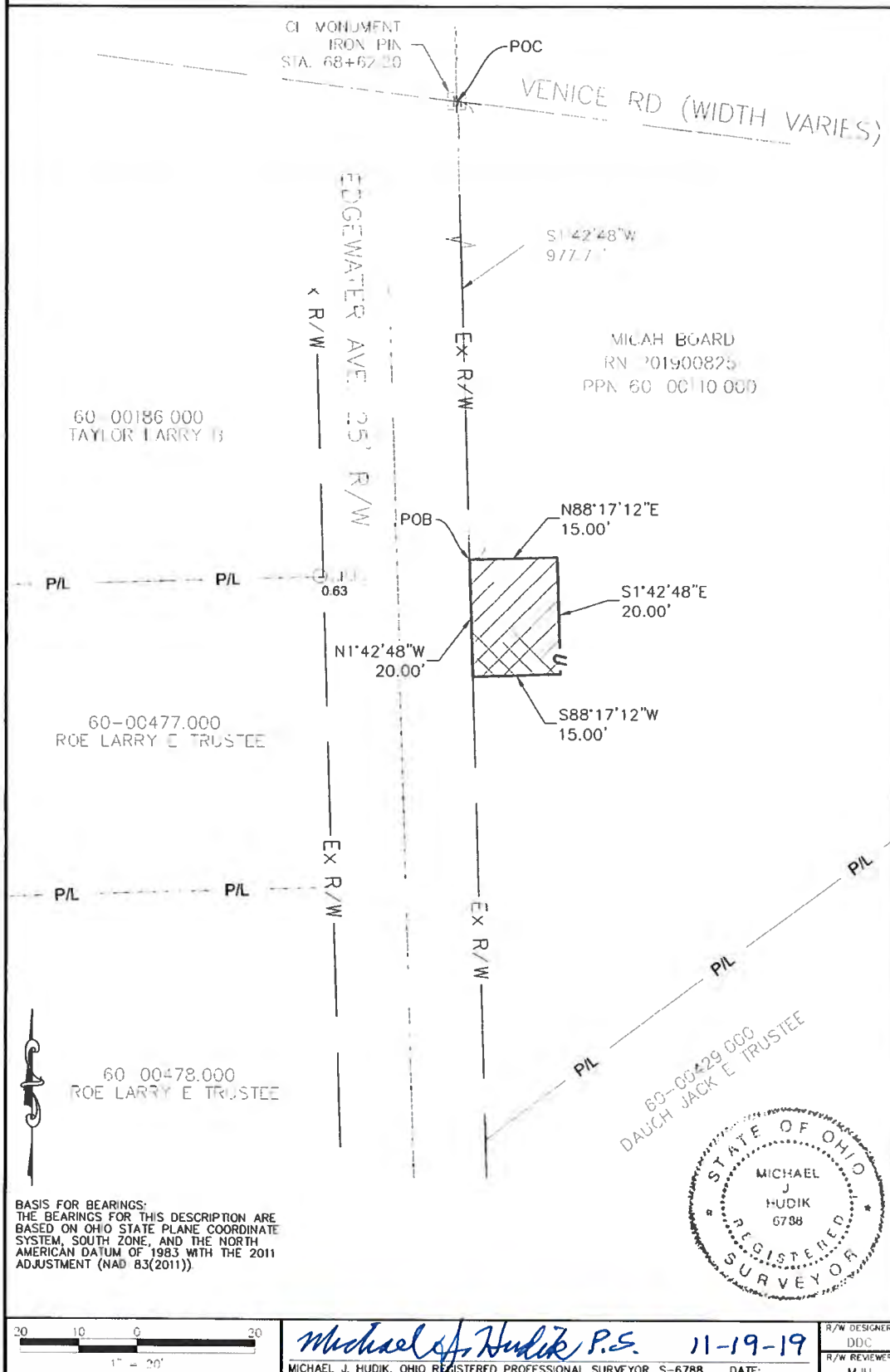
11-19-19
Date



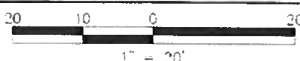


6121 Huntley Road - Columbus, Ohio 43229-1003
Ph.: (614) 888-0040 Fax: (614) 848-6712

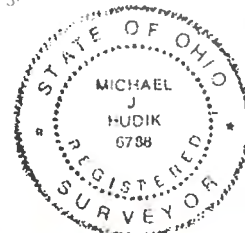
WEST SIDE UTILITIES
STATE OF OHIO, ERIE COUNTY,
CITY OF SANDUSKY
0.007 ACRE
UTILITY EASEMENT



BASIS FOR BEARINGS:
THE BEARINGS FOR THIS DESCRIPTION ARE
BASED ON OHIO STATE PLANE COORDINATE
SYSTEM, SOUTH ZONE, AND THE NORTH
AMERICAN DATUM OF 1983 WITH THE 2011
ADJUSTMENT (NAD 83(2011)).



Michael J. Hudik P.E. 11-19-19
MICHAEL J. HUDIK, OHIO REGISTERED PROFESSIONAL SURVEYOR, S-6788 DATE:



R/W DESIGNER
DDC
R/W REVIEWER
MJI

ORDINANCE NO. _____

AN ORDINANCE APPROVING A PERPETUAL EASEMENT GRANTED TO THE CITY FOR A STORM SEWER ON PARCEL NO. 60-00429.002, LOCATED AT 3608 VENICE ROAD, FOR THE WEST SIDE UTILITY & CONNECTIVITY IMPROVEMENTS PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, as part of the West Side Utility & Connectivity Improvements Project, the City will be replacing the existing storm sewer system along with replacing and installing new catch basins along Edgewater Avenue; and

WHEREAS, the City Commission authorized an agreement for professional property & easement acquisition services with O.R. Colan Associates of Fairview Park, Ohio, for the West Side Utility & Connectivity Improvements Project by Ordinance No. 19-101, passed on May 28, 2019; and

WHEREAS, permanent easements are necessary for the project and the property owner, DC Land Development, LLC, of Parcel No. 60-00429.002, located at 3608 Venice Road, has agreed to grant to the City a permanent storm sewer easement to install, inspect, maintain, repair and/or replace the catch basin structures and related storm sewer conduit and for access to clear and grade the mixed ditch including the right of ingress to and egress from and over the property; and

WHEREAS, approval is being requested in companion legislation to approve Perpetual Easements for storm sewers with two (2) other property owners in conjunction with the West Side Utility & Connectivity Improvements Projects; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order for the easement to be recorded immediately and allow the City to proceed with installing the storm sewer for the West Side Utility & Connectivity Improvements Project; and

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

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

Section 1. This City Commission approves the Perpetual Easement granted to the City for a Storm Sewer on Parcel No. 60-00429.002, located at 3608 Venice Road, for the West Side Utility & Connectivity Improvements Project, a copy of which is attached, marked Exhibit "1" and is specifically incorporated if fully rewritten herein.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: January 27, 2020

PERPETUAL EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That, **DC Land Development, LLC, an Ohio limited liability company**, herein referred to as the Grantor, whose tax mailing address is PO Box 449, Milan, OH 44846 for and in consideration of the sum of three hundred dollars (\$300.00) and other good and valuable consideration paid by the City of Sandusky (herein referred to as the Grantee), a Municipal Corporation organized under the Laws of Ohio, whose tax mailing address is 240 Columbus Avenue, Sandusky, Ohio, the receipt and sufficiency of said consideration is hereby acknowledged, does hereby **GRANT, BARGAIN, SELL, CONVEY, AND RELEASE** to the Grantee, its successors and assigns forever, a perpetual alienable Easement to have access for the installation, inspection, maintenance, repair, and/or replacement of the storm sewer conduit and related structures and for access to clear and grade the mixed ditch including the right of ingress to and egress from and over said premises (real estate) situated in the County of Erie and State of Ohio, and described as:

SEE ATTACHED "LEGAL DESCRIPTION," INCORPORATED HERETO.

The Grantor claims title to the above described property by virtue of an instrument recorded with the Erie County Recorder in RN 201406869 and the current Permanent Parcel Number is 60-00429.002.

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

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

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

IN TESTIMONY WHEREOF, Daniel M Cole, the Grantor, have
executed this Perpetual Easement this 16 day of November, ~~2020~~ 2019

DC Land Development, LLC, an
Ohio limited liability company

Signature: _____

Print: _____

Title: _____

Date: _____

STATE OF OHIO }
 }
COUNTY OF ERIE } SS:

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 11 day of November, ~~2020~~ 2019.



Notary Public

My Commission expires: 02/23/22

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

DESCRIPTION OF A 0.007 ACRE PERMANENT EASEMENT

ja

Situated in the City of Sandusky, County of Erie, State of Ohio, and being part of Original Lot Number 32 in the Annexation north of Section 2 in Margareta Township, Erie County, Ohio, and being 0.007 acres out of a 1.4947 acre per Deed (1.4676 acre per Auditor) parcel known as Erie County Auditor's Parcel number 60-00429.002 as conveyed to DC Land Development, LLC "Grantor" by deed of record in RN 201406869, (all document references are to the records of Erie County unless otherwise stated), and being more particularly described as follows:

COMMENCING FOR REFERENCE at a one inch iron pin found in a monument box at the intersection of the centerline of Venice Road with the centerline of Edgewater Avenue;

Thence along the centerline of Edgewater Avenue becoming the easterly right-of-way line of Edgewater Avenue, South 01 degrees 42 minutes 48 seconds East for a distance of 242.63 feet to the TRUE POINT OF BEGINNING of the parcel herein described;

Thence crossing through the lands of the Grantor the following three (3) courses:

1. North 88 degrees 17 minutes 12 seconds East for a distance of 15.00 feet to a point;
2. South 01 degrees 42 minutes 48 seconds East for a distance of 20.00 feet to a point;
3. South 88 degrees 17 minutes 12 seconds West for a distance of 15.00 feet to a point;

Thence along the easterly right-of-way line of Edgewater Avenue, North 01 degrees 42 minutes 48 seconds West for a distance of 20.00 feet to the TRUE POINT OF BEGINNING, containing 0.007 acres, more or less, of which 0.000 acres are within the present road occupied, resulting in a net take of 0.007 acres out of Erie County Auditor's Parcel number 60-00429.002.

This description was prepared by Michael J. Hudik, Ohio Registered Professional Surveyor number 6788, and is based on an actual field survey conducted by DLZ Ohio, Inc. in 2019 under his direct supervision.

The bearings for this description are based on Ohio State Plane Coordinate system, South Zone, and the North American Datum of 1983 with the 2011 adjustment (NAD 83(2011)).

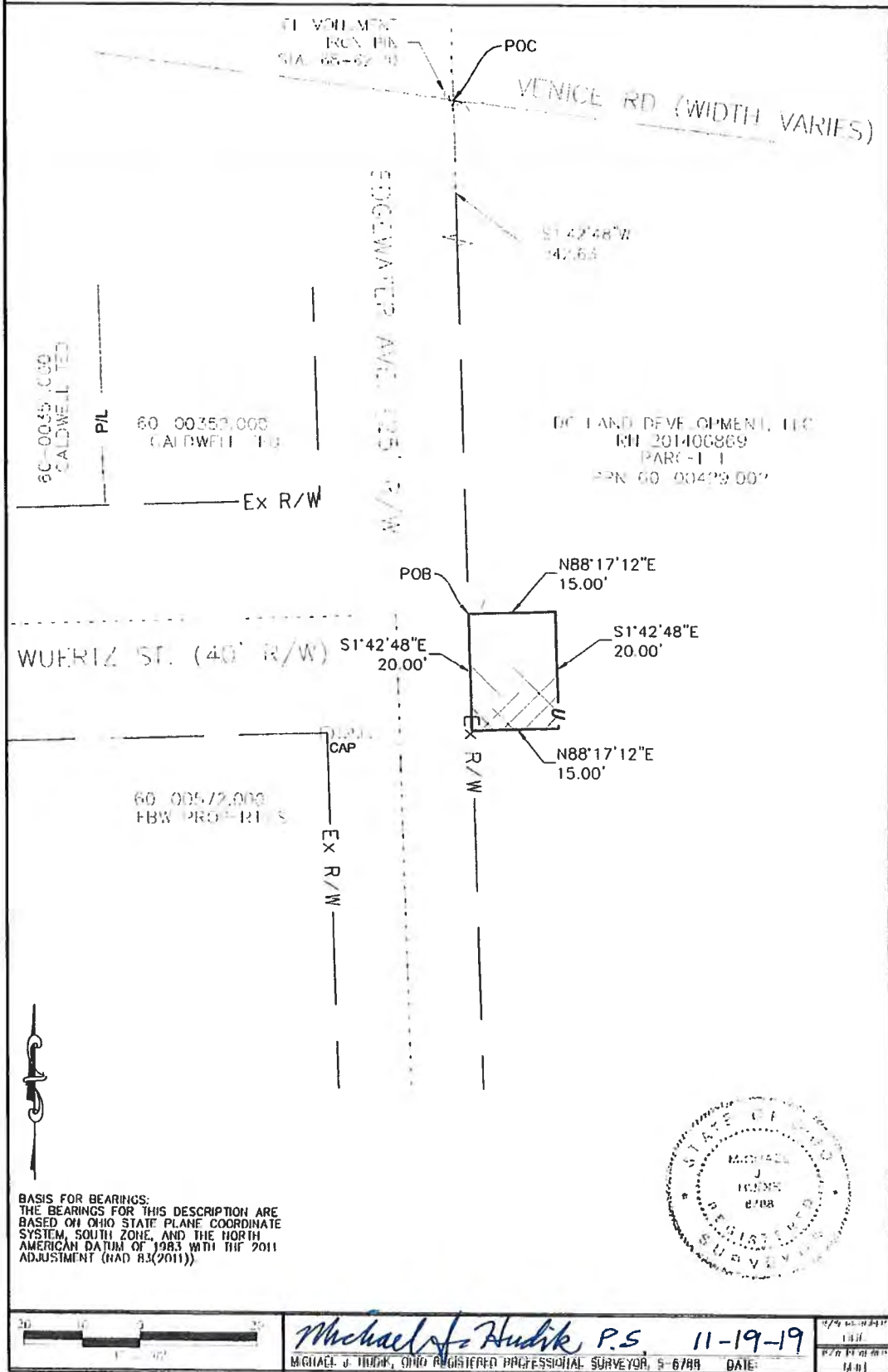
Michael J. Hudik P.S.
Michael J. Hudik, S-6788

11-19-19
Date





WEST SIDE UTILITIES
STATE OF OHIO, ERIE COUNTY,
CITY OF SANDUSKY
0.007 ACRE
UTILITY EASEMENT



BASIS FOR BEARINGS:
THE BEARINGS FOR THIS DESCRIPTION ARE
BASED ON OHIO STATE PLANE COORDINATE
SYSTEM, SOUTH ZONE, AND THE NORTH
AMERICAN DATUM OF 1983 WITH THE 2011
ADJUSTMENT (NAD 83(2011)).



Michael J. Hudik P.S. 11-19-10

2/4 12 13 41	141
2/4 12 13 41	141

ORDINANCE NO. _____

AN ORDINANCE APPROVING A PERPETUAL EASEMENT GRANTED TO THE CITY FOR A STORM SEWER ON PARCEL NO. 60-00429.001, LOCATED AT 1508 EDGEWATER AVENUE, FOR THE WEST SIDE UTILITY & CONNECTIVITY IMPROVEMENTS PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, as part of the West Side Utility & Connectivity Improvements Project, the City will be replacing the existing storm sewer system along with replacing and installing new catch basins along Edgewater Avenue; and

WHEREAS, the City Commission authorized an agreement for professional property & easement acquisition services with O.R. Colan Associates of Fairview Park, Ohio, for the West Side Utility & Connectivity Improvements Project by Ordinance No. 19-101, passed on May 28, 2019; and

WHEREAS, permanent easements are necessary for the project and the property owner, Beth-Ann Pitsenbarger, of Parcel No. 60-00429.001, located at 1508 Edgewater Avenue, has agreed to grant to the City a permanent storm sewer easement to install, inspect, maintain, repair and/or replace the catch basin structures and related storm sewer conduit and for access to clear and grade the mixed ditch including the right of ingress to and egress from and over the property; and

WHEREAS, approval is being requested in companion legislation to approve Perpetual Easements for storm sewers with two (2) other property owners in conjunction with the West Side Utility & Connectivity Improvements Projects; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order for the easement to be recorded immediately and allow the City to proceed with installing the storm sewer for the West Side Utility & Connectivity Improvements Project; and

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

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

Section 1. This City Commission approves the Perpetual Easement granted to the City for a Storm Sewer on Parcel No. 60-00429.001, located at 1508 Edgewater Avenue, for the West Side Utility & Connectivity Improvements Project, a copy of which is attached, marked Exhibit "1" and is specifically incorporated if fully rewritten herein.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: January 27, 2020

PERPETUAL EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That, **Beth-Ann Pitsenbarger**, unmarried, herein referred to as the Grantor, whose tax mailing address is 1312 Columbus Avenue, Sandusky, OH 44870 for and in consideration of the sum of three hundred dollars (\$300.00) and other good and valuable consideration paid by the City of Sandusky (herein referred to as the Grantee), a Municipal Corporation organized under the Laws of Ohio, whose tax mailing address is 240 Columbus Avenue, Sandusky, Ohio, the receipt and sufficiency of said consideration is hereby acknowledged, does hereby **GRANT, BARGAIN, SELL, CONVEY, AND RELEASE** to the Grantee, its successors and assigns forever, a perpetual alienable Easement to have access for the installation, inspection, maintenance, repair, and/or replacement of the storm sewer conduit and related structures and for access to clear and grade the mixed ditch including the right of ingress to and egress from and over said premises (real estate) situated in the County of Erie and State of Ohio, and described as:

SEE ATTACHED "LEGAL DESCRIPTION," INCORPORATED HERETO.

The Grantor claims title to the above described property by virtue of a instruments recorded with the Erie County Recorder in RN 201808841 and Book 79, Page 914 and the current Permanent Parcel Number is 60-00429.001.

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

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

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

IN TESTIMONY WHEREOF, Beth-Ann Pitsenbarger the Grantor, have
executed this Perpetual Easement this 15th day of November, 2019.

Beth-Ann Pitsenbarger
Beth-Ann Pitsenbarger

STATE OF OHIO }
 }
COUNTY OF ERIE } SS:

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 15th day of
November, 2019.



JOSEPH E ALMADY
Notary Public
In and for the State of Ohio
My Commission Expires
August 22, 2023

Joseph E Almady
Notary Public
My Commission expires: 8/22/23

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

#1

DESCRIPTION OF A 0.007 ACRE PERMANENT EASEMENT

Situated in the City of Sandusky, County of Erie, State of Ohio, and being part of Original Lot Number 32 in the Annexation north of Section 2 in Margaretta Township, Erie County, Ohio, and being 0.007 acres out of a 0.6272 acre parcel known as Erie County Auditor's Parcel number 60-00429.001 as conveyed to Beth-Ann Pitsenbarger "Grantor" by deed of record in RN 201808841, (all document references are to the records of Erie County unless otherwise stated), and being more particularly described as follows:

COMMENCING FOR REFERENCE at a one inch iron pin found in a monument box at the intersection of the centerline of Venice Road with the centerline of Edgewater Avenue;

Thence along the centerline of Edgewater Avenue becoming the easterly right-of-way line of Edgewater Avenue, South 01 degrees 42 minutes 48 seconds East for a distance of 769.40 feet to the TRUE POINT OF BEGINNING of the parcel herein described;

Thence crossing through the lands of the Grantor the following three (3) courses:

1. North 88 degrees 17 minutes 12 seconds East for a distance of 15.00 feet to a point;
2. South 01 degrees 42 minutes 48 seconds East for a distance of 20.00 feet to a point;
3. South 88 degrees 17 minutes 12 seconds West for a distance of 15.00 feet to a point;

Thence along the easterly right-of-way line of Edgewater Avenue, North 01 degrees 42 minutes 48 seconds West for a distance of 20.00 feet to the TRUE POINT OF BEGINNING, containing 0.007 acres, more or less, of which 0.000 acres are within the present road occupied, resulting in a net take of 0.007 acres out of Erie County Auditor's Parcel number 60-00429.001.

This description was prepared by Michael J. Hudik, Ohio Registered Professional Surveyor number 6788, and is based on an actual field survey conducted by DLZ Ohio, Inc. in 2019 under his direct supervision.

The bearings for this description are based on Ohio State Plane Coordinate system, South Zone, and the North American Datum of 1983 with the 2011 adjustment (NAD 83(2011)).

Michael J. Hudik P.S.
Michael J. Hudik, S-6788

11-19-19
Date



DESCRIPTION OF A 0.007 ACRE PERMANENT EASEMENT

Situated in the City of Sandusky, County of Erie, State of Ohio, and being part of Original Lot Number 32 in the Annexation north of Section 2 in Margareta Township, Erie County, Ohio, and being 0.007 acres out of a 0.6272 acre parcel known as Erie County Auditor's Parcel number 60-00429.001 as conveyed to Beth-Ann Pitsenbarger "Grantor" by deed of record in RN 201808841, (all document references are to the records of Erie County unless otherwise stated), and being more particularly described as follows:

COMMENCING FOR REFERENCE at a one inch iron pin found in a monument box at the intersection of the centerline of Venice Road with the centerline of Edgewater Avenue;

Thence along the centerline of Edgewater Avenue becoming the easterly right-of-way line of Edgewater Avenue, South 01 degrees 42 minutes 48 seconds East for a distance of 707.75 feet to the TRUE POINT OF BEGINNING of the parcel herein described;

Thence crossing through the lands of the Grantor the following three (3) courses:

1. North 88 degrees 17 minutes 12 seconds East for a distance of 15.00 feet to a point;
2. South 01 degrees 42 minutes 48 seconds East for a distance of 20.00 feet to a point;
3. South 88 degrees 17 minutes 12 seconds West for a distance of 15.00 feet to a point;

Thence along the easterly right-of-way line of Edgewater Avenue, North 01 degrees 42 minutes 48 seconds West for a distance of 20.00 feet to the TRUE POINT OF BEGINNING, containing 0.007 acres, more or less, of which 0.000 acres are within the present road occupied, resulting in a net take of 0.007 acres out of Erie County Auditor's Parcel number 60-00429.001.

This description was prepared by Michael J. Hudik, Ohio Registered Professional Surveyor number 6788, and is based on an actual field survey conducted by DLZ Ohio, Inc. in 2019 under his direct supervision.

The bearings for this description are based on Ohio State Plane Coordinate system, South Zone, and the North American Datum of 1983 with the 2011 adjustment (NAD 83(2011)).

Michael J. Hudik P.S.
Michael J. Hudik, S-6788

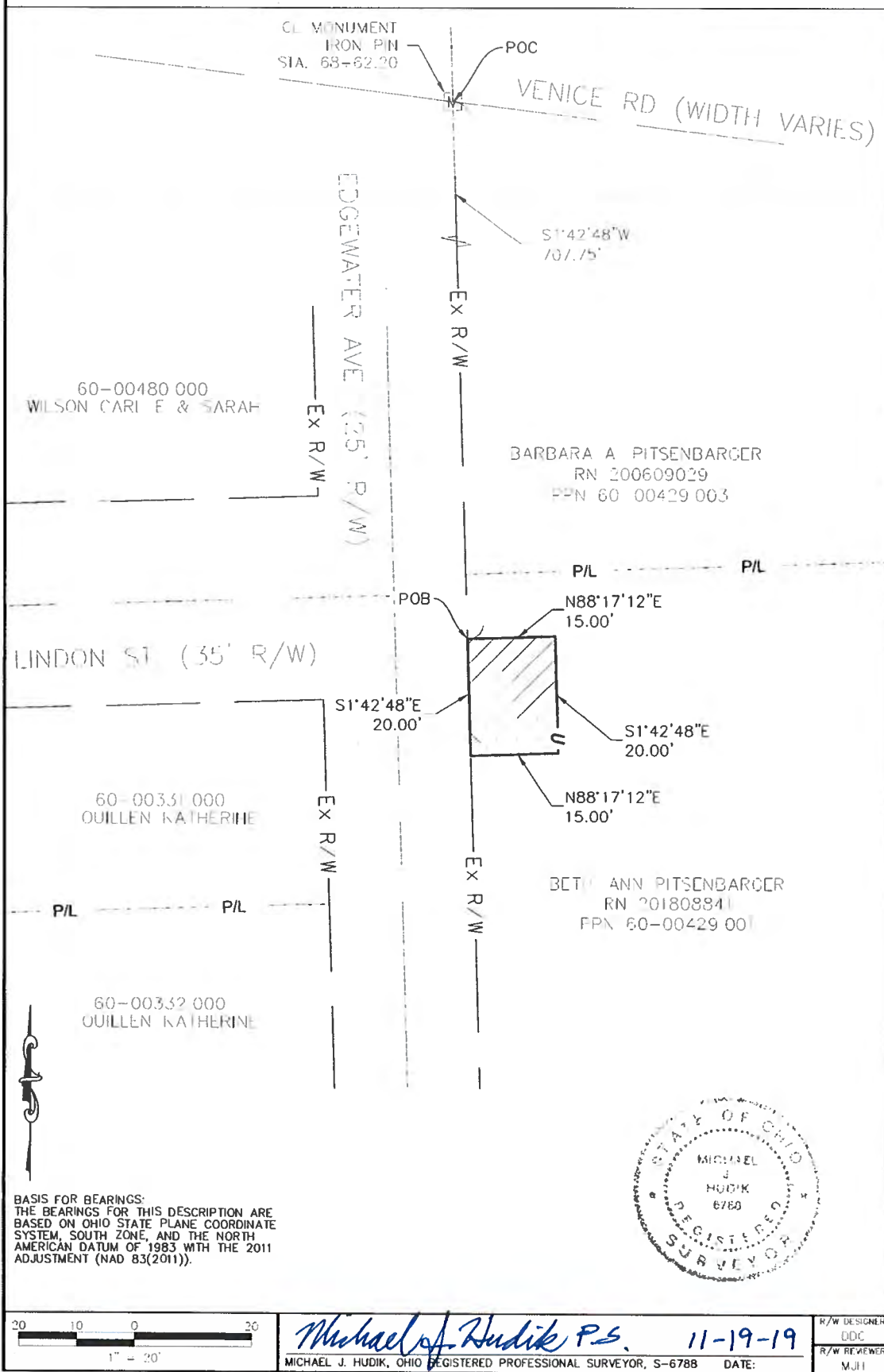
11-19-19
Date





6121 Huntley Road - Columbus, Ohio 43229-1003
Ph.: (614) 888-0040 Fax: (614) 848-6712

WEST SIDE UTILITIES
STATE OF OHIO, ERIE COUNTY,
CITY OF SANDUSKY
0.007 ACRE
UTILITY EASEMENT





DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5829
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: January 8, 2020

Subject: **Commission Agenda Item – Second Amendment to the Agreement with Mannik & Smith Group for Brownfields**

ITEM FOR CONSIDERATION: Requesting legislation authorizing the City Manager to enter into a Second Amendment to the agreement for Professional Services with Mannik & Smith Group, Inc. (MSG) to implement the community-wide Brownfields Assessment Grants received from the United States Environmental Protection Agency (US EPA).

BACKGROUND INFORMATION: The grant agreement between the City of Sandusky and US EPA, dated August 29, 2016, was for a combined award of \$200,000 for Hazardous Substance Assessment and \$200,000 for Petroleum Substance Assessment. The City received a one-year time extension on the grant allowing us to complete various ongoing activities, such as Phase I, Phase II, USD and GIS Updates.

Of the available funds, \$391,000 has been allocated for contractual services, leaving \$9,000 for reimbursable expenditures. Ordinance 16-232, passed on December 27, 2016, approved an agreement with Mannik & Smith Group (MSG) for \$195,000 and ordinance 19-067, passed on April 8, 2019 increased the MSG contract by \$36,000. Ordinance 17-020, passed on February 13, 2017, approved an agreement with T&M for \$60,000 and ordinance 17-129, passed on June 26, 2017 increased the T&M contract by \$100,000.

MSG has performed environmental assessments on 15 sites and is in the process of creating a city-wide Urban Setting Designation. They are finalizing Phase II work on 430 East Market Street but do not have enough funding to perform final hydrocarbon sampling that may be required by outside clean-up funding sources. Since they do not have enough money remaining and we'd like to bring this site to completion, staff is recommending increasing MSG's contract to include by \$11,000, a portion of which would not be used from T&M's contract.

Approval of this will allocate all remaining grant funds, which must be expended by September 30, 2020.

BUDGETARY INFORMATION: The Brownfields Grant will fund 100% of this contract, of which will be split between petroleum and hazardous funding as site restrictions apply.

ACTION REQUESTED: It is recommended that an ordinance to enter into a Second Amendment to the agreement for professional services with Mannik & Smith Group, Inc. for the Brownfields Assessment Grant Projects in the amount of \$11,00.00 be approved and that the necessary legislation be passed

under suspension of the rules and in full accordance with Section 14 of the City Charter in order to continue services and expend the funds prior to the grant completion date of September 30, 2020.

I concur with this recommendation:

Eric Wobser
City Manager

cc: K. Kresser, Commission Clerk; M. Reeder, Finance Director; T. Hayberger, Law Director

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A SECOND AMENDMENT TO THE AGREEMENT WITH MANNIK & SMITH GROUP, INC., OF MAUMEE, OHIO, FOR PROFESSIONAL ENVIRONMENTAL SERVICES IN CONJUNCTION WITH THE USEPA BROWNFIELDS GRANT RECEIVED FROM THE U.S. ENVIRONMENTAL PROTECTION AGENCY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City Commission authorized the filing of an application with the U.S. Environmental Protection Agency for Brownfields Grant funds to complete quality assurance plans, Phase I and Phase II environmental assessments, remedial action plans, training, inventory and city-wide eligibility assessments by Resolution No. 049-16R passed on November 9, 2015; and

WHEREAS, the City of Sandusky was awarded \$200,000.00 for Hazardous Waste Assessments and \$200,000 for Petroleum Assessments on August 29, 2016, of which \$391,000.00 is allocated for contractual services; and

WHEREAS, this City Commission authorized the City Manager to enter into an Agreement with Mannik & Smith Group, Inc., of Maumee, Ohio, in the amount of \$195,000.00 for professional environmental services in conjunction with the USEPA Brownfields Grant by Ordinance No. 16-232, passed on December 27, 2016; and

WHEREAS, this City Commission authorized the City Manager to enter into an Agreement with T & M Associates of Cleveland, Ohio, in the amount of \$60,000.00 by Ordinance 17-020, passed on February 13, 2017, and for an additional \$100,000.00 by Ordinance No. 17-129, passed on June 26, 2017, for professional environmental services in conjunction with the USEPA Brownfields Grants; and

WHEREAS, this City Commission authorized the City Manager to enter into a First amendment to the Agreement with Mannik & Smith Group, Inc., of Maumee, Ohio, in the amount of \$36,000.00 for professional environmental services in conjunction with the USEPA Brownfields Grant by Ordinance No. 19-067, passed on April 8, 2019; and

WHEREAS, Mannik & Smith Group has performed environmental assessments on 14 sites and the additional services to be provided by Mannik & Smith Group include completion of the Phase II Environmental Site Assessment and Remedial Planning for the property located at 430 E. Market Street and is more fully described in the Scope of Services, which is attached to this Ordinance and marked Exhibit "A" and specifically incorporated herein; and

WHEREAS, this Second Amendment will provide for an additional \$11,000.00 in funds, for a total amount of \$242,000.00, which will be paid with funds received through the Brownfields Grant; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately execute the amendment to continue services and expend the funds prior to the grant completion date of September 30, 2020; and

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

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

Section 1. The City Manager is authorized and directed to enter into a Second Amendment to the Agreement with Mannik & Smith Group, Inc., of Maumee, Ohio, for Professional Environmental Services in conjunction with the Brownfields Assessment Grants received from the U.S. Environmental Protection Agency, a copy of which is marked Exhibit "1" and attached to this Ordinance, at an amount **not to exceed** Eleven Thousand and 00/100 Dollars (\$11,000.00).

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.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: January 27, 2020

**SECOND AMENDMENT TO THE AGREEMENT
FOR
PROFESSIONAL SERVICES**

This First Amendment to the Agreement for Professional Services (this "Agreement"), made as of _____, 2020, by and between the City of Sandusky (the "City"), whose contact person shall be the Director of Public Works designated below or successor (the "City Engineer"), and The Mannik & Smith, Inc. Group (the "Architect/Engineer"), whose contact person and address are set forth below.

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

Project Name:	2016 – 2019 US EPA Brownfields Assessment Grant
City Engineer: Address:	Aaron Klein, P.E. Department of Public Works City of Sandusky 240 Columbus Ave Sandusky, Ohio 44870
Architect/Engineer: Contact: Address:	The Mannik & Smith Group, Inc. Sally L. Gladwell, CP, CEM, CEI 1800 Indian Wood Circle Maumee, Ohio 43537

NOW, THEREFORE, in consideration of the mutual promises contained in the Professional Design/Engineering Services Agreement executed on January 30, 2017, the City and the Architect/Engineer agree as follows:

The Architect/Engineer shall perform additional tasks included which were included in the original agreement and as described therein, in accordance with the Professional Services Amendment executed on _____, between the City and The Mannik & Smith Group, Inc. for a revised fee not to exceed **\$11,000.00**.

Signature Page to Follow



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

The Mannik & Smith Group, Inc.
("Architect/Engineer")

By: _____

CITY OF SANDUSKY

By: _____
Eric Wobser
City Manager

EXHIBIT A

Funds previous allocated to T & M Associates for various work will be transferred over to the Mannik & Smith Group, Inc. in an amount not to exceed \$11,000 in order for the firm to complete the Phase II Environmental Site Assessment and Remedial Planning for the property located at 430 E Market St.

Phase II work at this site will consist of SAP & HASP Preparation, Public Utility Notification, Soil Boring Installation and Soil Sampling, Monitoring Well Installation, Groundwater Sampling, Field Quality Control Sampling, Waste Disposal, and Supplemental Phase II ESA Report. As part of this work, Mannik & Smith Group, Inc. will work to prepare Remedial Planning, consisting of pursuing funding for additional assessment and remediation of the site through Ohio's Abandoned Gas Station Cleanup Grant.



LAW DEPARTMENT

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5852
www.ci.sandusky.oh.us

To: Eric L. Wobser, City Manager

From: Trevor Hayberger, Law Director

Date: January 22, 2020

Subject: Commission Agenda Item – Amendment to Section 145.05 of the Codified Ordinances of the City of Sandusky for the increase in salary ranges

Items for Consideration: Legislation amending Section 145.05 of the Codified Ordinances of the City of Sandusky to increase the salary ranges.

Background Information: The City last updated its salary range in January of 2018 and has experienced two years' worth of annual raises. To ensure that all employees still fall within their salary range, it is recommended that the salary ranges be increased as follows:

Salary Range	Class Title	Min	Max
A1	Commission Employees (City Manager & Clerk of the City Commission)	\$3,088.00	\$11,678.70 \$12,950.00
A2	Department Heads / Directors / Chiefs	\$4,138.00	\$10,617.00 \$11,042.00
A3	Assistant Directors / Superintendents / Technical / Municipal Court Clerk	\$3,088.00	\$9,171.00 \$9,538.00
A4	Project Managers / Program Managers / Supervisors / Municipal Court Bailiff & Probation Officers	\$2,802.00	\$6,843.00 \$7,117.00
A5	Administrative Executives / Assistants / Secretaries / Municipal Court Deputy Clerks	\$1,654.00	\$4,863.00 \$5,128.00

Budgetary Information: There will be no impact on the City's general fund.

Action Requested: It is requested that the proper legislation be prepared to amend Section 145.05 as stated above. 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 so that payroll is in compliance with Section 145.05.

I concur with this recommendation:

Trevor Hayberger, Law Director

Eric Wobser, City Manager

cc: Kelly Kresser, Clerk of the City Commission, Michelle Reeder, Finance Director

ORDINANCE NO. _____

AN ORDINANCE AMENDING PART ONE (ADMINISTRATIVE CODE), TITLE FIVE (OFFICERS AND DEPARTMENTS), CHAPTER 145 (EMPLOYMENT PROVISIONS) OF THE CODIFIED ORDINANCES OF THE CITY SANDUSKY, IN THE MANNER AND WAY SPECIFICALLY SET FORTH HEREINBELOW; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the purpose of the amendment is to update the salary ranges to account for two years of raises; 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 so that payroll will be in compliance with Section 145.05 of the Codified Ordinances of the City of Sandusky; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Department of Finance, 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. Part One (Administrative Code), Title Five (Officers and Departments), Chapter 145 (Employment Provisions), Section 145.05 (Monthly Salary Ranges Administrative, Confidential, Management, Supervisory, Judicial and Professional), of the Codified Ordinances of the City is hereby amended as follows:

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

145.05 MONTHLY SALARY RANGES – ADMINISTRATIVE PAY CLASSIFICATIONS.

Salary Range	Class Title	Min	Max
A1	Commission Employees (City Manager & Clerk of the City Commission)	\$3,088.00	\$11,678.70 \$12,950.00
A2	Department Heads / Directors / Chiefs	\$4,138.00	\$10,617.00 \$11,042.00
A3	Assistant Directors / Superintendents / Technical / Municipal Court Clerk	\$3,088.00	\$9,171.00 \$9,538.00

A4	Project Managers / Program Managers / Supervisors / Municipal Court Bailiff & Probation Officers	\$2,802.00	\$6,843.00 \$7,117.00
A5	Administrative Executives / Assistants / Secretaries / Municipal Court Deputy Clerks	\$1,654.00	\$4,863.00 \$5,128.00

~~(Ord. 18-009. Passed 1-22-18)~~

(a) Upon successfully completing their probationary period of employment, all officers and employees may be afforded an adjustment, not to exceed five percent (5%), based upon a written evaluation of their performance. The probationary period shall be one calendar year commencing with the date of employment. Part time employees shall serve the same probationary period.
(Ord. 08-146. Passed 12-22-08)

(b) An Administrative Benefit Review Committee comprised of the Commission President (or designee), a City Commissioner appointed by the City Commission, City Manager, Law Director, Finance Director, and Commission Clerk shall convene at least annually to make recommendations regarding administrative salary adjustments. It is the Commission's intent to maintain a fair compensation package that recognizes inflationary pressures, cost-of-living increases and employee contributions that maintain and improve quality of life for the Citizens of the City of Sandusky, while remaining fiscally responsible stewards of public funds. (Ord. 17-048. Passed 3-13-17)

(c) All City employees not presently covered by a collective bargaining agreement with AFSCME Local No. 1519, IAFF Local No 327 or F.O.P. Lodge No. 17 shall be considered for an annual market adjustment to their salary. The Administrative Benefit Review Committee shall make a recommendation to the Finance Committee. After the Finance Committee and the Administrative Benefit Review Committee agree on the recommendation, it shall then go before the Commission for approval. The process should be completed prior to the first pay period of each fiscal year. All recommendations shall take into consideration the City's ability to fund such an increase. (Ord. 08-146. Passed 12-22-08)

(d) In addition to the annual market adjustment, the Administrative Benefit Review Committee shall make a recommendation for the amount of a special merit bonus allocation pool, if any, which will be awarded to those City employees not presently covered by a collective bargaining agreement with AFSCME Local No. 1519, IAFF Local No. 327, or F.O.P. Lodge No. 17 who have exhibited extraordinary service to the City during the prior fiscal year. The Administrative Benefit Review Committee shall recommend the allocation of the funds based upon an annual written review of employee performance and the recommendation of supervisors. The Administrative Benefit Review Committee shall make a recommendation to the Finance Committee. After the Finance Committee and the Administrative Benefit Review Committee agree on the recommendation, it shall then go before the Commission for approval. The process should be completed prior to the first pay period of each fiscal year. (Ord. 08-146. Passed 12-22-08.)

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.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST:

KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: January 27, 2020



LAW DEPARTMENT

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5852
www.ci.sandusky.oh.us

To: Eric L. Wobser, City Manager

From: Trevor Hayberger, Law Director

Date: January 22, 2020

Subject: Commission Agenda Item – An Ordinance repealing Ordinance No. 08-108

Items for Consideration: Legislation repealing Ordinance No. 08-108 which allowed “pension pick up” for certain City of Sandusky employees.

Background Information: Contributions to the Ohio Public Employees Retirement System are made by both the employer and the employee. In “pension pick up,” the employer pays some or all of the employee’s required contribution. “Pension pick up” was a way that many municipalities tried to give their employees a pay increase during the trying budget crisis of approximately 2008 and 2009. In 2008 the City passed Ordinance No. 08-108 that allowed for the “pension pick up” of the City Manager, Finance Director, Senior Accountant/Auditor, Data Systems Manager, and the Administrative Secretary for the Fire Department. However, once the budgets rebounded the City stopped providing the pension pick up but never repealed Ordinance No. 08-108. Therefore, out of an abundance of caution and to accurately reflect how the City operates, it is requested that Ordinance No. 08-108 be formally repealed.

Budgetary Information: There will be no impact on the City’s general fund.

Action Requested: It is requested that the proper legislation be prepared to repeal Ordinance No. 08-108. 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 so to accurately reflect the City’s practices.

I concur with this recommendation:

Trevor Hayberger, Law Director

Eric Wobser, City Manager

cc: Kelly Kresser, Clerk of the City Commission,
Michelle Reeder, Finance Director

ORDINANCE NO. _____

AN ORDINANCE REPEALING ORDINANCE NO. 08-108, WHICH PROVIDED FOR THE CITY TO PICK UP THE STATUTORILY REQUIRED CONTRIBUTION TO THE OHIO PUBLIC EMPLOYEES RETIREMENT SYSTEM FOR CERTAIN EMPLOYEES OF THE CITY OF SANDUSKY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, pursuant to federal and Ohio laws, the City of Sandusky may offset future salary increases and “pick up” (assume and pay) the contributions statutorily required by such covered employees to the Ohio Public Employees Retirement System (OPERS) and such individuals will not be required to pay federal and state taxes on such contributions, this is commonly known as “pension pick up”; and

WHEREAS, the City Commission authorized the “pension pick up” of contributions to the OPERS for the positions of City Manager, Finance Director, Senior Accountant / Auditor, Data Systems Manager, and the Administrative Secretary for the Fire Department by Ordinance No. 08-108, passed on October 27, 2008; and

WHEREAS, the City had stopped the practice of the pension pick up however Ordinance No. 08-108 was never repealed; and

WHEREAS, out of an abundance of caution, the City now desires to formally repeal Ordinance No. 08-108 to accurately reflect the City’s practices; 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 accurately reflect the City’s practice of not providing for pension pick up as previously stated in Ordinance No. 08-108; 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 of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. This City Commission hereby repeals Ordinance No. 08-108, passed on October 27, 2008.

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.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: January 27, 2020



DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5829
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: January 15, 2020

Subject: Commission Agenda Item – Amendment #1 to the Professional Design Services Agreement with Osborn Engineering for the Shoreline Drive Rehabilitation Project

ITEM FOR CONSIDERATION: Requesting legislation for Amendment #1 to the professional design services agreement with Osborn Engineering of Cleveland, Ohio to perform responsibilities as the City's representative and criteria engineer for the Shoreline Drive Rehabilitation Project.

BACKGROUND INFORMATION: At the December 11, 2017, City Commission meeting legislation was approved (Ordinance 17-224) awarding a professional design services agreement for \$436,320.00 to Osborn Engineering to perform responsibilities as the City's representative and criteria engineer for the Shoreline Drive Rehabilitation project. Services rendered by Osborn under the original contract have consisted of 1) the completion of the preliminary design and specification documents for bidding purposes for \$161,320, and 2) serving as the City's representative throughout construction activities, including detailed design reviews and full-time onsite inspection services for \$275,000.

Although the design phase remained on schedule and within budget, the construction phase is completely dependent on the contractor, their schedule and all other construction activities. The original contract assumed 12 months of construction services, which involves review of plans and then onsite inspection. Although field activities didn't start as early as anticipated, there was quite a bit of time required at the onset during the plan review phase. Hence, the duration of their involvement in the construction progress increased from 12 months to 17 months. This office time proved invaluable to the City since Kokosing redesigned the entire project from scratch, whereas the original assumption was that the contract would simply expand on the original design. This required an increase in level of effort from Osborn, as an extension of City staff, to review calculations, conceptual ideas and final design plans for items like Mile Marker Zero, photometric analysis after eliminating overhead lighting, alternatives for the east end traffic calming, public involvement for private sewer and water connections and the additional utility burial for the remaining two blocks of the project.

Osborn was involved with contract negotiations resulting in significant savings. In addition, there were several items that the contractor viewed as additional work that became very contentious, heading towards legal action. Through frequent involvement, discussions and documentation by Osborn staff, the City was able to resolve these items with the Design Build Team for no additional cost to the design-build contract. All in all, it is estimated that Osborn's involvement has saved the City around \$1M.

Because of this additional work, Osborn will reach their full contract amount by the end of January and has requested a contract time extension through the remainder of construction and project closeout. Office time will be greatly reduced as many of the plans are finalized, but field activities will be ongoing through May. Since they were very diligent with the time last winter and spring by not staffing the project full-time when field activities were minimal, they do not need a full 5-month cost increase as would logically be assumed. Instead, they have requested an increase of \$110,000.

Please review attachments to the legislation for a better understanding of the additional scope of work and project extensions.

BUDGETARY INFORMATION: The amendment to the scope of work outline above will increase the professional design services agreement amount by \$110,000.00, making the not to exceed amount for the agreement \$546,320. Because of savings on the Shoreline Drive and Jackson Street Pier projects and donations from outside entities, the new funds are proposed to be financed with notes or bond proceeds from the Chesapeake TIF to pay for the debt service and from the original amount that was allocated in whole to both projects. No increased funding will be set aside from the general fund or the utility accounts.

Upon approval, this will be the new split;

	Original	Additional	Total
Capital Fund (Street)	\$ 50,000		\$ 50,000
Sewer Fund	\$ 74,013		\$ 74,013
Water Fund	\$ 22,403		\$ 22,403
Capital Fund (TIF proceeds)	\$289,904	\$110,000	\$399,904
Total	\$436,320	\$110,000	\$546,320

ACTION REQUESTED: It is recommended that proper legislation be prepared to approve Amendment #1 for an existing professional design agreement with Osborn Engineering for the Shoreline Drive Rehabilitation project in an amount not to exceed \$546,320.00 be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter to allow services to continue with no delays.

I concur with this recommendation:

Eric Wobser
City Manager

cc: K. Kresser, Commission Clerk; M. Reeder, Finance Director; T. Hayberger, Law Director

CERTIFICATE OF FUNDS

In the Matter of: Osborn Engineering for Shoreline Dr. Rehab Project

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the City of Sandusky under the foregoing Contract 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 an appropriate fund, free from any previous encumbrances. This certificate is given compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Dated: 1/21/2020

By: Michelle Reeder

Michelle Reeder

Finance Director

Account #: 431-6640

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AMENDMENT TO THE AGREEMENT WITH OSBORN ENGINEERING OF CLEVELAND, OHIO, FOR PROFESSIONAL DESIGN SERVICES FOR THE SHORELINE DRIVE REHABILITATION PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, as part of the Bicentennial Vision Comprehensive Plan, the City desires to reconstruct Shoreline Drive in coordination with the rehabilitation of the Jackson Pier; and

WHEREAS, the proposed Shoreline Drive Rehabilitation Project involves the rehabilitation and streetscape improvements of Shoreline Drive including a multipurpose path and upgrading utilities; and

WHEREAS, the City Commission approved an agreement for Professional Design Services with Osborn Engineering of Cleveland, Ohio, for the Shoreline Drive Rehabilitation Project by Ordinance No. 17-224, passed on December 11, 2017; and

WHEREAS, the professional services provided by Osborn Engineering included completion of the preliminary design and specification documents for bidding and serving as the City's representative throughout construction activities including detailed design reviews and full-time onsite inspection services; and

WHEREAS, the additional services to be provided by Osborn Engineering are a result of construction changes and delays and the necessity for continuing services throughout the construction phase and are more fully described in the Scope of Services, which is attached to this Ordinance and marked Exhibit "A" and specifically incorporated herein; and

WHEREAS, the original cost of the professional design services was \$436,320.00 and this Amendment will increase the cost by \$110,000.00 for a revised cost of \$546,320.00 and the additional cost will be financed with notes or bonds from the newly expanded urban renewal area and the notes or bonds will use proceeds from the Chesapeake TIF to pay for the debt service; and

WHEREAS, a request to enter into an Amendment to the Agreement for Professional Design Services with Osborn Engineering for the Jackson Street Pier Rehabilitation Project is being requested in companion legislation; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to allow the services to continue and to not delay the 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 authorized and directed to enter into an Amendment to the Agreement with Osborn Engineering of Cleveland, Ohio, for Professional Design Services for the Shoreline Drive Rehabilitation 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 Ten Thousand and 00/100 Dollars (\$110,000.00).

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.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: January 27, 2020

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

This First Amendment to the Agreement for Professional Design/Engineering Services (this “Agreement”), made as of _____, 2020, by and between the City of Sandusky (the “City”), whose contact person shall be the Director of Public Works designated below or successor (the “City Engineer”), and Osborn Engineering (the “Architect/Engineer”), whose contact person and address are set forth below.

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

Project Name:	Shoreline Drive Rehabilitation Project
---------------	---

City Engineer:	Aaron Klein, P.E.
Address:	Department of Public Works City of Sandusky 240 Columbus Ave Sandusky, Ohio 44870

Architect/Engineer:	Osborn Engineering
Contact:	Bonita G. Teeuwen, P.E.
Address:	110 Superior Ave, Suite 300 Cleveland, OH 44114

NOW, THEREFORE, in consideration of the mutual promises contained in the Professional Design/Engineering Services Agreement executed on January 5, 2018, the City and the Architect/Engineer agree as follows:

The Architect/Engineer shall perform additional tasks included in Attachment A as described therein, in accordance with the Professional Services Amendment executed on _____, between the City and Osborn Engineering for a revised fee not to exceed \$110,000.00.

Signature Page to Follow

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

Osborn Engineering
("Architect/Engineer")

By: _____

CITY OF SANDUSKY

By: _____
Eric Wobser
City Manager

APPROVAL:

The legal form and correctness of the within instrument is hereby approved.

Trevor Hayberger
Law Director



J20160653.500

January 9, 2020

City Manager Eric Wobser
City of Sandusky
240 Columbus Avenue
Sandusky, Ohio 44870
Attention: Aaron Klein, P.E. – Director, Public Works

Sent via email: ewobser@ci.sandusky.oh.us

Re: Contract Modification for Additional Owner's Representative and Engineering Services for the Shoreline Drive Reconstruction Design-Build Project in the City of Sandusky, Ohio

Dear Manager Wobser:

Osborn Engineering is pleased to offer our ongoing professional services for the above referenced project. The proposed Design-Build project involves the rehabilitation and landscape of Shoreline Drive. The scope will include Owner's Representative and Construction Engineering services for hardscape, landscaping, roadway reconstruction, subsurface utility replacement, burial of overhead utilities and lighting.

Osborn and the City held a meeting December 17, 2019 to discuss the current budget and construction oversight for the extended construction schedule. The following is a brief summary of that meeting:

- Additional construction scope and construction delays have caused the project completion date to shift into 2020.
- Discussion of City forces performing construction inspection while having Osborn Engineering complete paperwork and approvals. Decision was made that continued full-time Osborn oversight/presence was needed for consistency on the project and to supplement City staff.
- Various design and construction changes have increased the actual Osborn level of effort compared to the anticipated amount identified in the original scope and fee including East End redesign, additional waterline along Hancock and Wayne, total time of construction, Mile Marker Zero design and coordination, increased public outreach, sewer dye testing, additional water services, Jackson Street bump-outs, additional burial of overhead utilities, review of Design-Build Team additional storm sewers and project coordination between Contractors.

As Owner's Representative, Osborn Engineering has assisted the City in reviews and negotiations with the Design-Build Team with the following cost savings and project betterments:

1. WSP fee reduction resulted in a savings of \$185,000
2. Memo of Understanding lump sum approach to project resulted in a savings of \$436,050
3. Additional storm – project betterment included in No. 2 above



4. Mile Marker Zero design fee reduction resulted in a savings of \$7,955
5. Mile Marker Zero construction cost review – ongoing conversation but potentially \$27,400+ savings
6. Opposition/arguments against approving subgrade treatment pay application – now included in No. 2 above but at the time was a \$465,925 potential savings
7. Sign minimization along Shoreline Drive – product betterment
8. Suggestion to build curb prior to underdrain avoided likely impacts to recently constructed underdrain as originally scheduled by Contractor – project betterment
9. Identified over-winter, one-way detour and work zone concerns during snow. Contractor is on notice to maintain zone – project betterment and City maintenance cost savings
10. Identified lacking downspout connections and reviewed designs – project betterment
11. Comment to show all utilities in cross sections avoided a proposed storm | existing sanitary lateral conflict – project betterment
12. East End drainage questions forced WSP to detail design rather than allowing Contractor to figure it out in field – project betterment

Our anticipated continued scope of work is as follows:

Owner's Representative and Construction Services

1. Full time field construction observer with the following assumptions, including Design-Build Team plan review and project close out, including review of Contractor's pay requests, and review of Contractor's certified payroll for conformance to prevailing wages. This can be combined with services provided on Jackson Street Pier Redevelopment.
 - a. Office Engineering Support will be limited to 10 hours per week in January 2020 and 4 hours for bi-weekly teleconference meetings for February through May
 - b. Construction Engineering Support assumes construction complete by June 1 and one month for close-out
2. Professional engineering oversight

Services that are not a part of our scope of work include the following:

1. Construction materials testing
2. Any as-built field survey or drawings

Our cost for the stated Additional Services as stated above is a not to exceed cost of \$110,000 and will be billed monthly as an actual cost of hours worked including expenses.

Please feel free to call if any revisions or clarifications are required.

Sincerely,

OSBORN ENGINEERING

Brent A. Green PE



Bonita G. Teeuwen, P.E.
Director of Municipal and Transportation Engineering

cc: M. Stookey
S. Vura
S. Kiwala
S. Schmall
M. Philips
OEC-Acctng



DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5829
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: January 15, 2020

Subject: Commission Agenda Item – Amendment #1 to the Professional Design Services Agreement with Osborn Engineering for the Jackson Street Pier Rehabilitation Project

ITEM FOR CONSIDERATION: Requesting legislation for Amendment #1 to the professional design services agreement with Osborn Engineering of Cleveland, Ohio to perform responsibilities as the City's representative and criteria engineer for the Jackson Street Pier Rehabilitation Project.

BACKGROUND INFORMATION: At the December 11, 2017, City Commission meeting legislation was approved (Ordinance 17-225) awarding a professional design services agreement for \$333,800 to Osborn Engineering to perform responsibilities as the City's representative and criteria engineer for the Jackson Street Pier Rehabilitation project. Services rendered by Osborn under the original contract have consisted of 1) the completion of the preliminary design and specification documents for bidding purposes for \$153,800, and 2) serving as the City's representative throughout construction activities, including detailed design reviews and full-time onsite inspection services for \$180,000.

The original contract assumed 6 months of construction services, which involves review of plans and then onsite inspection. Although the design phase remained on schedule and within budget, the construction phase is completely dependent on the contractor, their schedule and all construction activities. The contractor mobilized at the beginning of January to begin demolition, but immediately had to reassess their dewatering practices and underground utility design when they began excavating. When Donley's and their design build team (DBT) decided to proceed with a second set of design plans for all underground work, this required additional reviews by Osborn and extended the project to a total of over 17 months.

Also, historical plans of the existing Pier differed from existing conditions in some respects. For example, the perimeter concrete boardwalk was portrayed as 4-inch, unreinforced concrete on archived plans; whereas, it was actually 8-inch, reinforced concrete on a stone base that had partially washed away. To ensure longevity, it was imperative to get the perimeter boardwalk design accurate, which also required an increased level of effort from Osborn. As an extension of City staff, they were required to review calculations, final design plans for underground utilities, landscape architecture, hardscape design, photometric analysis to make the pier night sky friendly, and engineering/architectural alternatives for the pavilion, the ticket house, the restrooms and the Customs and Border Protection facilities. With the delayed construction schedule, there was also quite a bit of coordination with the Ministry of Ontario,

the onsite ferry operators and the DBT to ensure that all could successfully, and smoothly use the pier throughout 2019.

Osborn was involved with contract negotiations resulting in savings over \$800,000 from the original price proposal from Donley's.

Because of this additional work, Osborn already reached their full contract amount by the middle of January and has requested a contract time extension through the remainder of construction and project closeout. Although most design work is complete, field activities will be ongoing through May and so will analysis of contractor's claims. Since they were very diligent with the time last winter and spring by not staffing the project full-time when field activities were minimal, they do not need a full 11-month cost increase as would logically be assumed. Instead, they have requested an increase of \$78,000.

BUDGETARY INFORMATION: The amendment to the scope of work outline above will increase the professional design services agreement amount by \$78,000.00, making the not to exceed amount for the agreement \$411,800.00. Because of savings on some of the individual items for the Shoreline Drive and Jackson Street Pier projects and donations from outside entities, the new funds are proposed to be financed with notes or bond proceeds from the Chesapeake TIF to pay for the debt services and from the original amount that was allocated in whole to both projects. No increased funding will be needed from the general fund or from what was originally allocated from the Chesapeake TIF.

Upon approval, this will be the new split:

	Original	Additional	Total
CDBG FY2017	\$153,800		\$153,800
Sewer Fund	\$ 21,924		\$ 21,924
Water Fund	\$ 1,428		\$ 1,428
Capital Funds (TIF)	\$156,648	\$78,000	\$234,648
Total	\$333,800	\$78,000	\$411,800

ACTION REQUESTED: It is recommended that proper legislation be prepared to approve Amendment #1 for an existing professional design agreement with Osborn Engineering for the Jackson Street Pier Rehabilitation project in an amount not to exceed \$411,800.00 be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter to allow services to continue with no delays.

I concur with this recommendation:

Eric Wobser
City Manager

cc: K. Kresser, Commission Clerk; M. Reeder, Finance Director; T. Hayberger, Law Director

CERTIFICATE OF FUNDS

In the Matter of: Osborn Engineering - Jackson St. Pier Rehab Project

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the City of Sandusky under the foregoing Contract 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 an appropriate fund, free from any previous encumbrances. This certificate is given compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Dated: 1/21/2020

By: Michelle Reeder
Michelle Reeder
Finance Director

Account #: 431-6860

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AMENDMENT TO THE AGREEMENT WITH OSBORN ENGINEERING OF CLEVELAND, OHIO, FOR PROFESSIONAL DESIGN SERVICES FOR THE JACKSON STREET PIER REHABILITATION PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, as part of the Bicentennial Vision Comprehensive Plan, the City desires to rehabilitate the Jackson Pier in coordination with the rehabilitation of Shoreline Drive; and

WHEREAS, the proposed Jackson Street Pier Project involves the rehabilitation and landscape of the Jackson Street Pier, including the parklet at the Chesapeake lofts; and

WHEREAS, the City Commission approved an agreement for Professional Design Services with Osborn Engineering of Cleveland, Ohio, for the Jackson Street Pier Rehabilitation Project by Ordinance No. 17-225, passed on December 11, 2017; and

WHEREAS, the professional services provided by Osborn Engineering included completion of the preliminary design and specification documents for bidding and serving as the City's representative throughout construction activities including detailed design reviews and full-time onsite inspection services; and

WHEREAS, the additional services to be provided by Osborn Engineering are a result of construction changes and delays and the necessity for continuing services throughout the construction phase and are more fully described in the Scope of Services, which is attached to this Ordinance and marked Exhibit "A" and specifically incorporated herein; and

WHEREAS, the original cost of the professional design services was \$333,800.00 and this Amendment will increase the cost by \$78,000.00 for a revised cost of \$411,800.00 and the additional cost will be financed with notes or bonds from the newly expanded urban renewal area and the notes or bonds will use proceeds from the Chesapeake TIF to pay for the debt service; and

WHEREAS, a request to enter into an agreement for Professional Design Services with Osborn Engineering for the Shoreline Drive Rehabilitation Project is being requested in companion legislation; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to allow the services to continue and to not delay the project; and

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

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

Section 1. The City Manager is authorized and directed to enter into an Amendment to the Agreement with Osborne Engineering of Cleveland, Ohio, for Professional Design Services for the Jackson Street Pier Rehabilitation 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** Seventy Eight Thousand and 00/100 Dollars (\$78,000.00).

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.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: January 27, 2020

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

This First Amendment to the Agreement for Professional Design/Engineering Services (this “Agreement”), made as of _____, 2020, by and between the City of Sandusky (the “City”), whose contact person shall be the Director of Public Works designated below or successor (the “City Engineer”), and Osborn Engineering (the “Architect/Engineer”), whose contact person and address are set forth below.

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

Project Name:	Jackson Street Pier Rehabilitation Project
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City Engineer:	Aaron Klein, P.E.
Address:	Department of Public Works City of Sandusky 240 Columbus Ave Sandusky, Ohio 44870

Architect/Engineer:	Osborn Engineering
Contact:	Bonita G. Teeuwen, P.E.
Address:	110 Superior Ave, Suite 300 Cleveland, OH 44114

NOW, THEREFORE, in consideration of the mutual promises contained in the Professional Design/Engineering Services Agreement executed on January 5, 2018, the City and the Architect/Engineer agree as follows:

The Architect/Engineer shall perform additional tasks included in Attachment A as described therein, in accordance with the Professional Services Amendment executed on _____, between the City and Osborn Engineering for a revised fee not to exceed \$78,000.00.

Signature Page to Follow

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

Osborn Engineering
("Architect/Engineer")

By: _____

CITY OF SANDUSKY

By: _____
Eric Wobser
City Manager

APPROVAL:

The legal form and correctness of the within instrument is hereby approved.

Trevor Hayberger
Law Director



J20160653.400

January 9, 2020

City Manager Eric Wobser
City of Sandusky
240 Columbus Avenue
Sandusky, Ohio 44870
Attention: Aaron Klein, P.E. – Director, Public Works

Sent via email: ewobser@ci.sandusky.oh.us

Re: Contract Modification for Additional Owner's Representative and Engineering Services for the Jackson Street Pier Redevelopment Design-Build Project in the City of Sandusky, Ohio

Dear Manager Wobser:

Osborn Engineering is pleased to offer our ongoing professional services for the above referenced project. The proposed Design-Build project involves the rehabilitation and landscape of Jackson Street Pier. The scope will include Owner's Representative and Construction Engineering services for hardscape, landscaping, U.S. Customs & Border Protection site, the multi-purpose building, restrooms and the ticket house.

Osborn and the City held a meeting December 17, 2019 to discuss the current budget and construction oversight for the extended construction schedule. The following is a brief summary of that meeting:

- Additional construction scope and construction delays have caused the project completion date to shift into 2020.
- Discussion of City forces performing construction inspection while having Osborn Engineering complete paperwork and approvals. Decision was made that continued full-time Osborn oversight/presence was needed for consistency on the project and to supplement City staff.
- Various design and construction changes have increased the actual Osborn level of effort compared to the anticipated amount identified in the original scope and fee including pavilion additions, review of redesign for high water elevation, U.S. Customs & Border Protection coordination, total time of construction, additional tiedown review, perimeter boardwalk revisions and project coordination between Contractors.

As Owner's Representative, Osborn Engineering has assisted the City in reviews and negotiations with the Design-Build Team with the following cost savings and project betterments:

1. Pier reinforced boardwalk estimate review resulted in a savings of \$4,309.
2. Pier reinforced boardwalk review caught possible structural failure – project betterment
3. Identified oversight of surface restoration north of Customs and requested Design-Build Team to address – project betterment



4. Opposition/arguments against approving subgrade treatment pay application – ongoing conversation but potentially \$489,843 savings
5. Opposition/arguments against change conditions claim for high water – ongoing conversation but potentially \$1M savings

Our anticipated continued scope of work is as follows:

Owner's Representative and Construction Services

1. Full time field construction observer with the following assumptions, including Design-Build Team plan review and project close out, including review of Contractor's pay requests, and review of Contractor's certified payroll for conformance to prevailing wages. This can be combined with services provided on Shoreline Drive Reconstruction.
 - a. Office Engineering Support will be limited to 10 hours per week in January 2020 and 4 hours for bi-weekly teleconference meetings for February through May
 - b. Construction Engineering Support assumes construction complete by June 1 and one month for close-out
2. Professional engineering oversight

Services that are not a part of our scope of work include the following:

1. Construction materials testing
2. Any as-built field survey or drawings

Our cost for the stated Additional Services as stated above is a not to exceed cost of \$78,000 and will be billed monthly as an actual cost of hours worked including expenses.

Please feel free to call if any revisions or clarifications are required.

Sincerely,

OSBORN ENGINEERING

Bonita G. Teeuwen, P.E.
Director of Municipal and Transportation Engineering

cc: M. Stookey
S. Vura
S. Kiwala
S. Schmall
M. Philips
OEC-Acctng