



**SANDUSKY CITY COMMISSION
REGULAR SESSION AGENDA
NOVEMBER 12, 2019 at 5 p.m.
CITY HALL, 240 COLUMBUS AVENUE**

INVOCATION	D. Brady
PLEDGE OF ALLEGIANCE	
CALL TO ORDER	
ROLL CALL	N. Lloyd, W. Poole, D. Brady, D. Murray, N. Twine, G. Lockhart & D. Waddington
APPROVAL OF MINUTES	October 28, 2019
AUDIENCE PARTICIPATION	
PROCLAMATION	Zonta International Centennial
COMMUNICATIONS	Motion to accept all communications submitted below
CURRENT BUSINESS	

CONSENT AGENDA ITEMS

A. Submitted by John Orzech, Police Chief

DISPOSAL OF ITEMS

Budgetary Information: There is no budgetary impact stemming from this disposal.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to dispose of personal property and equipment 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 Josh Snyder, Assistant City Engineer

APPROVAL OF CHANGE ORDER #1 AND FINAL FOR LIONS PARK REVETMENT PROJECT (DEDUCTION)

Budgetary Information: Change Order #1 and final is a deduction of \$20,508.60 which will revise the original contract amount of \$74,600 to \$54,091.40 and will be paid with \$50,000 from the city's Parks & Recreation capital projects funds and \$4,091.40 from the Issue 8 Parks & Recreation funds from the capital projects fund.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to approve the first and final change order for work performed by Mark Haynes Construction of Norwalk, Ohio, for the Lions Park shoreline revetment project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

C. Submitted by Matt Lasko, Chief Development Officer

CHANGE ORDER #2 WITH PRO SUPPLY, INC. FOR CDBG FY 2018 DEMOLITION PROJECT #1 (DEDUCTION AND TIME EXTENSION)

Budgetary Information: The total deduction of all items included in this Change Order #2 is \$19,679. These funds will remain within the CDBG funds.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to approve the second change order for work being performed by Pro Supply, Inc., of Cleveland, Ohio, for the CDBG FY 2018 demolition project #1; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

D. Submitted by Aaron Klein, Director of Public Works

ANNUAL DISCHARGE FEE PAYMENT TO THE OHIO EPA FOR THE WWTP FOR CY 2019

Budgetary Information: The total amount of \$15,550 shall be paid with sewer funds and has been appropriated in the operation and maintenance budget for 2019.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the Finance Director to make payment to the State of Ohio Environmental Protection Agency for the annual discharge fee for NPDES permit #2PF000001 for the Waste Water Treatment Plant for the CY 2019; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

E. Submitted by Aaron Klein, Director of Public Works

PURCHASE OF BULK ROCK SALT FOR CY 2020

Budgetary Information: Funds for the purchase of bulk rock salt are routinely included in the Division of Traffic's operating budget each year. The total allocation for 2020 would be \$200,925.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to purchase bulk highway deicing rock salt for the Division of Streets & Traffic to be used in the CY 2020 from Morton Salt, Inc., of Chicago, Illinois; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

F. Submitted by Rick Wilcox, Fire Chief

DISPOSAL OF OLD FIRE HOSE AND PURCHASE OF NEW SECTIONS OF FIRE HOSE

Budgetary Information: The total amount for this purchase is \$15,620 through the State of Ohio purchasing program #800818. This purchase will be paid with funds from the EMS account.

ORDINANCE NO. _____: It is requested an ordinance be passed declaring fire hose as unnecessary and unfit for city use pursuant to Section 25 of the city charter; authorizing and directing the City Manager to purchase Key fire hose through the State of Ohio, Department of Administrative Services, Cooperative purchasing program from Sutphen Corporation of Dublin, Ohio, for the Fire Department; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

REGULAR AGENDA ITEMS

ITEM #1 - Submitted by Debi Eversole, Housing Development Specialist

PURCHASE & SALE OF PARCEL LOCATED AT 1215 CENTRAL AVENUE THROUGH LAND BANK PROGRAM

Budgetary Information: The cost associated with this purchase and sale agreement is the total amount of the title examination, transfer fees, advertisement and any other customary fees that may be due and payable in the ordinary course of the sale and purchase transaction. These expenses shall be recouped from the purchase price. The proceeds of the sale shall be deposited into the land bank account for future acquisitions. The sale and rehabilitation of this property will revitalize the neighborhood by enhancing the surrounding property values and reducing noticeable blight. The taxing districts will begin collecting real estate taxes of approximately \$1,324 on an annual basis if not more.

ORDINANCE NO. _____: It is requested an ordinance be passed declaring that certain real property owned by the city as part of the land reutilization program identified as Parcel #58-00805.000, located at 1215 Central Avenue, Sandusky, is no longer needed for any municipal purpose and authorizing the execution of a purchase and sale agreement with respect to that real property; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #2 – Submitted by Talon Flohr, Neighborhood Outreach Coordinator

RESOLUTION OF SUPPORT FOR CENSUS COMPLETE COUNT INITIATIVE

Budgetary Information: There is no monetary cost to support the Census Complete Count Initiative.

RESOLUTION NO. _____: It is requested a resolution be passed in support of the 2020 Census Complete Count Initiative; 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

PROFESSIONAL SERVICES AGREEMENT WITH STRAND ASSOCIATES, INC. FOR COMBINED SEWER MODEL CALIBRATION

Budgetary Information: The amount for the professional services agreement is \$174,000 which will be funded entirely with sewer funds and will be updated in the 2020 Five-Year Capital Improvement Plan and annual evaluation of sewer rates.

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

FIRST READING

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

AMENDMENT TO CHAPTER 531 – ADDING GRAFFITI AS A PUBLIC NUISANCE

Budgetary Information: There is no budgetary effect of the proposed amendments and additions to Chapter 531 of the city’s Codified Ordinances (nuisances generally).

ORDINANCE NO. _____: It is requested an ordinance be passed amending Part Five (General Offenses Code), Chapter 531 (Nuisances Generally), Sections 531.01 (Definitions) and 531.02 (Public Nuisance) and adopting new Section 531.05 (Graffiti) of the Codified Ordinances of the City of Sandusky, in the manner and way specifically set forth hereinbelow.

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:

Tuesday, November 12 at 8:30 p.m.

Monday, November 18 at 8:30 p.m.

Online:

www.ci.sandusky.oh.us – Click “Play” 

PROCLAMATION

WHEREAS, Zonta International has over 29,000 members in 63 countries around the world with an emphasis on making a difference in the lives of women and girls by working to improve the legal, political, economic, health, educational and professional status of women through service and advocacy; and

WHEREAS, Zonta International was founded in 1919 in Buffalo, New York, by a group of forward-thinking women who were not satisfied with the predominantly social nature of many women's organizations; and

WHEREAS, Zonta's founders envisioned a women's service organization to advocate for laws and policies that ensured gender equality and help every woman and girl realize her full potential; and

Zonta International is a non-governmental organization with consultative status with the Economic and Social Council of the United Nations; and

WHEREAS, the Zonta Club of Greater Sandusky was chartered in 1961 and club membership includes over 20 women who represent executives and professionals from diverse occupations; and,

WHEREAS, the Zonta Club of Greater Sandusky is committed to the values of love, international fellowship and integrity, service and building community;

NOW THEREFORE, I, Dennis E. Murray, Jr., President of the City Commission of Sandusky, Ohio, wish the members of Zonta Club International a joyous 100th anniversary and ask the citizens of Sandusky to join in congratulating members of Zonta for their efforts and success with preventative health, mentoring and leadership, advocacy and essentials for living.

Dated this 12th day of November, 2019.

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



CITY OF SANDUSKY POLICE DEPARTMENT

222 Meigs Street
Sandusky, Ohio 44870
419.627.5863
www.cityofsandusky.com

To: Eric Wobser, City Manager
From: John Orzech, Police Chief
Date: October 29, 2019
Subject: Commission Agenda Item

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

BACKGROUND INFORMATION: The items below have been determined by the Chief of Police to be beyond their useful life or of no use to the City and is recommending the items be declared obsolete, unnecessary and unfit for City use. It is requested the items be disposed of in a safe and proper manner.

Twelve (12) – Gun Cases

Eighteen (18) - outdated/obsolete Ballistic vests

One (1)-Radio Receiver

One (1)-DVD Video Recorder

One (1)-Digital Scale

One (1)-Obsolete printer and power cords

One (1)-Sony Hi-8 Tape

One (1)-obsolete/broken briefcase

Two (2)-Stalker Laser Radar units (serial numbers: LD026810 and LD79237) with Three (3) batteries and One (1) charging unit

Ten (10)-Alco Sensor III Portable Breath Testers, Serial numbers: 1062954, 1017025, B24209, B24153, 1212652, 1064955, 1212651, 1226929, 1226930, B24210

Two (2) - Intoxilyzer S-D5, Serial numbers: 16062-A390, 15862-A390

One (1) - Titan Tiger .38 special gun (serial number: 017409)

BUDGETARY INFORMATION: There is NO budgetary impact stemming from this disposal.

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 items to be disposed of at the earliest opportunity.

Approved:

I concur with this recommendation:

John Orzech, Police Chief

Eric Wobser, City Manager

cc: Sally Martin, Acting Finance Director
Trevor Hayberger, Law Director

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO DISPOSE OF PERSONAL PROPERTY AND EQUIPMENT 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 Chief of Police has determined that the following miscellaneous items are beyond their useful life and of no use to the City and is recommending that these items be declared obsolete, unnecessary and unfit for City use and be disposed of in a safe and proper manner:

<u>Quantity</u>	<u>Item</u>
12	Gun Cases
18	Ballistic vests (obsolete/outdated)
1	Radio Receiver
1	DVD Video Recorder
1	Digital Scale
1	Obsolete printer and power cords
1	Sony Hi-8 Tape
1	Briefcase (obsolete/broken)
2	Stalker Laser Radar units (serial numbers: LD026810 and LD79237) with three (3) batteries and one (1) charging unit
10	Alco Sensor III Portable Breath Testers, Serial numbers: 1062954, 1017025, B24209, B24153, 1212652, 1064955, 1212651, 1226929, 1226930, B24210
2	Intoxilyzer S-D5, Serial numbers: 16062-A390, 15862-A390
1	Titan Tiger .38 special gun (serial number: 017409)

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 items to be declared unnecessary and unfit for City use and disposed of at the earliest opportunity; and

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

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 personal property 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 personal property in a safe and proper manner.

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

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

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

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

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

Passed: November 12, 2019



DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Joshua R. Snyder, P.E.

Date: October 28, 2019

Subject: Commission Agenda Item- Lion's Park Revetment Project

ITEM FOR CONSIDERATION: Requesting legislation for approval of Change Order No. 1 and Final for the Lion's Park Revetment Project.

BACKGROUND INFORMATION: This project was awarded to Mark Haynes Construction, Inc. at the September 23, 2019 city commission meeting per ordinance 19-160 in the amount of \$74,600.00.

This project provided for the shaping of the embankment along Lion's Park and tying large stone into the subgrade, in combination with fabric material and utilizing smaller stone to "lock in" the larger stone. The work will extend about 300 lineal feet Westward from the west end of the previous shoreline revetment project that occurred in early 2019. Said stone material was placed at an angle to dissipate the waves that crash into land. This should provide a long-lasting protection of the shoreline here on the edge of this City park.

Change Order No. 1 and Final, a deduct in the amount of \$20,508.60, represents final quantities installed in the field by the contractor. See attached summary sheet of all quantities.

BUDGETARY INFORMATION:

Change Order No. 1 and Final is a deduction of \$20,508.60, which will revise the original contract amount of \$74,600.00 to \$54,091.40 and will be paid with \$50,000 from the City's Parks and Recreation Capital Projects Funds and \$4,091.40 from the Issue 8 Parks and Recreation Funds from the Capital Projects Fund.

ACTION REQUESTED: It is requested that legislation be prepared to allow for the approval of Change Order No. 1 and Final for a reduction in work quantities for the Lion's Park Revetment Project. It is further requested that this be passed in accordance with Section 14 of the City Charter so that the contractor can be paid for items already installed in the field and to close out the completed project.

I concur with this recommendation:

Eric Wobser
City Manager

Aaron Klein, P.E.
Director

cc: K. Kresser, Commission Clerk; S. Martin, Acting Finance Director; T. Hayberger, Law Director

Project: Lion's Park Revetment Work - Phase 2
Construction Work Order No.: 1 & Final

CONTRACT: 2929
ORDINANCE NO. 19-160

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

[illegible]

Total Difference	\$ 20,508.60
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Original Contract Price =	\$	74,600.00
Contract Price after CO1 =	\$	54,091.40
% Increase =		-27.5%
Original Budget/Estimate =	\$	74,600.00
% Increase =		-27.5%

Accepted: _____ Date: _____, 2019
City Engineer

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO APPROVE THE FIRST & FINAL CHANGE ORDER FOR WORK PERFORMED BY MARK HAYNES CONSTRUCTION OF NORWALK, OHIO, FOR THE LIONS PARK SHORELINE REVETMENT PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, Lions Park was in need of shoreline protection due to years of erosion and wave-action from the bay and the years of exposure to wave action and “shelf ice” damage at the point where the water meets the land had caused erosion and a drop-off in many areas where the land has given way into the water; and

WHEREAS, the Lions Park Shoreline Revetment Project involved shaping the embankment and tying large stone into the subgrade, in combination with fabric material and smaller stone to “lock in” the larger stone, extending about 300 lineal feet Westward from the west end of the previous shoreline revetment project that occurred in early 2019 and the stone material was placed at an angle to dissipate the waves crashing into land and the existing 120 lineal feet of natural beach area will remain and not be disturbed; and

WHEREAS, this City Commission declared the necessity to proceed with the proposed Lions Park Shoreline Revetment Project by Resolution No. 033-19R, passed on August 26, 2019; and

WHEREAS, this City Commission approved the awarding of the contract to Mark Haynes Construction of Norwalk, Ohio, for work to be performed for the Lions Park Shoreline Revetment Project by Ordinance No. 19-160, passed on September 23, 2019; and

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

WHEREAS, the original contract with Mark Haynes Construction of Norwalk, Ohio, was \$74,600.00, and with the deduction of this First & Final Change Order in the amount of \$20,508.60, the final contract cost is \$54,091.40 and will be paid with Parks and Recreation Capital Projects Funds in the amount of \$50,000.00 and the remaining balance of \$4,091.40 will be paid with Issue 8 Parks and Recreation Funds from the Capital Projects Fund; and

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

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

adoption; and NOW, THEREFORE,

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

Section 1. The City Manager is hereby authorized and directed to approve this First & Final Change Order for work performed for the Lions Park Shoreline Revetment Project and to deduct from the contract amount the sum of Twenty Thousand Five Hundred Eight and 60/100 Dollars (\$20,508.60) resulting in the final contract cost of Fifty Four Thousand Ninety One and 40/100 Dollars (\$54,091.40) with Mark Haynes Construction of Norwalk, Ohio.

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

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

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

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

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

Passed: November 12, 2019



COMMUNITY DEVELOPMENT

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

240 Columbus Avenue
Sandusky, Ohio 44870
419-627-5707
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Matthew D. Lasko, Chief Development Officer

Date: October 30, 2019

Subject: Commission Agenda Item – CDBG FY2018 Demolition Project #1 – Change Order #2.

Item for Consideration: Ordinance authorizing and directing the City Manager to approve Change Order #2 for the demolition and asbestos abatement of various properties related to CDBG FY2018 Demolition Project #1.

Background Information: On June 24, 2019, the City Commission authorized the City Manager to enter into a contract with Pro Supply, Inc. (the “Company”) for asbestos abatement and demolition of six (6) properties as part of CDBG FY2018 Demolition Project #1- which included the following properties: 707 Warren, 2014 Wilson, 1830 Second, 1222 Milan, 816 W. Market and 722 Wayne. Shortly thereafter, the City formally entered into contract with the Company for \$89,081 and noted a substantial completion deadline of September 20, 2019. Subsequently, the City Commission approved Change Order which both extended the substantial completion deadline to October 20, 2019 and also increased the contract to \$96,325 (an increase of \$7,244) to remove unforeseen concrete under the asphalt at 707 Warren Street.

The proposed Change Order #2 first requests to extend the substantial completion deadline to December 6, 2019 in response to certain delays experience with both equipment malfunction but also ongoing court proceedings related to two (2) properties under the contract – 722 Wayne and 816 W. Market.

Change Order #2 also includes a monetary decrease to the revised contract amount of \$96,325. The property located at 722 Wayne Street will be removed from the contract due to voluntary compliance through renovation.

The removal of 722 Wayne Street will decrease the revised contract amount by \$19,679.00 – now totaling \$76,646.

Budgetary Information: The total deduction of all items included in this Change Order #2 is \$19,679.00. These funds will remain within the CDBG Funds.

Action Requested: It is requested that the proper legislation be prepared to permit the City Manager to approve Change Order #2 for the asbestos abatement and demolition of various properties as part of CDBG FY2018 Demolition Project #1 with Pro Supply, Inc. 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 immediately approve the change order and to extend the project completion date to December 6, 2019, to allow the contractor additional time to complete the project and avoid being charged for liquidated damages pursuant to the contract documents.

I concur with this recommendation:

Eric Wobser
City Manager

Matthew D. Lasko
Chief Development Officer

cc: Kelly Kresser, Clerk of City Commission
Sally Martin, Acting Finance Director
Trevor Hayberger, Law Director
Angela Byington, Planning Director

CITY OF SANDUSKY, OHIO
DEPARTMENT OF COMMUNITY DEVELOPMENT

Project: CDBG FY2018 - Demolition Project #1

Construction Work Order No.: 2

CONTRACT: 2925

ORDINANCE NO. 19-113

Contractor: Pro Supply, Inc.

STREET OR LOCATON OF WORK: 722 Wayne Street, Sandusky, Ohio 44870

Order is hereby issued and accepted for the following cost adjustments and time extension for substantial completion.

Bid Item No.	ODOT Item No.	Plan Quantity	Actual Quantity	Difference in Quantity	Unit	Description	Unit Price	Bid Price	Actual Price	Total ADD/DED
N/A						Substantial completion now set at 12/6/2019				
N/A		1				Removal of 722 Wayne Street from contract				\$ (19,679.00)

Explanation: removal of wayne due to voluntary compliance. Date extended due t court processes and equipment issues.

Total Difference \$ (19,679.00)

Accepted: Jonathan Varcelli Date: October 30, 2019
Contractor

Accepted: _____ Date: _____, 2019
Chief Development Officer

Current Contract Price = \$ 96,325.00
Contract Price after CO2 = \$ 76,646.00
% Increase = -20.4%
Original Budget/Estimate = \$ 89,081.00
% Increase = -14.0%

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO APPROVE THE SECOND CHANGE ORDER FOR WORK BEING PERFORMED BY PRO SUPPLY, INC., OF CLEVELAND, OHIO, FOR THE CDBG FY18 DEMOLITION PROJECT #1; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City Commission declared the necessity for the City to proceed with the proposed CDBG FY18 Demolition Project #1 by Resolution No. 008-19R, passed on February 25, 2019, which involved the asbestos abatement and demolition of six (6) residential structures located at 2014 Wilson Street, 722 Wayne Street, 1222 Milan Road, 1830 Second Street, 405-407 Tiffin Avenue, and 816 W. Market Street and one (1) commercial structure located at 707 Warren Street owned by the City; and

WHEREAS, subsequently, one of the residential properties, located at 405-407 Tiffin Avenue, was acquired and demolished by the Erie County Land Reutilization Corporation; and

WHEREAS, this City Commission approved the awarding of the contract to Pro Supply, Inc. of Cleveland, Ohio, for work being performed for the CDBG FY18 Demolition Project #1 by Ordinance No. 19-113, passed on June 24, 2019, for the asbestos abatement and demolition of the five (5) remaining residential structures located at 2014 Wilson Street, 722 Wayne Street, 1222 Milan Road, 1830 Second Street, and 816 W. Market Street, and the commercial structure located at 707 Warren Street; and

WHEREAS, this City Commission approved the First Change Order for additional work for the removal of concrete discovered underneath the parking lot at 707 Warren Street in the amount of \$7,244.00 and for the extension of the substantial completion date from September 20, 2019, to October 20, 2019, in response to certain delays experienced with securing full utility abandonment at all properties by Ordinance No. 19-162, passed on September 23, 2019; and

WHEREAS, this Second Change Order provides for a reduction in work in the amount of \$19,679.00 as the property located at 722 Wayne Street is being removed from the list due to voluntary compliance through renovation and for the extension of the substantial completion date from October 20, 2019, to December 6, 2019, in response to certain delays experienced with both equipment malfunction and also ongoing court proceedings related to two (2) of the properties at 722 Wayne Street and 816 W. Market Street; and

WHEREAS, the revised contract with Pro Supply Inc. was \$96,325.00 and with the deduction of this Second Change Order in the amount of \$19,679.00, the newly revised contract cost is \$76,646.00; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in

order to immediately approve the change order and to extend the completion date and allow the contractor to complete the work beyond the extended completion date of October 20, 2019, and avoid being charged for liquidated damages pursuant to the contract documents; and

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

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

Section 1. The City Manager is hereby authorized and directed to approve this Second Change Order for work being performed for the CDBG FY18 Demolition Project #1 and to deduct from the contract amount the sum of Nineteen Thousand Six Hundred Seventy Nine and 00/100 Dollars (\$19,679.00) resulting in a revised contract cost of Seventy Six Thousand Six Hundred Forty Six and 00/100 Dollars (\$76,646.00) with Pro Supply, Inc. of Cleveland, Ohio, and extending the substantial completion date from October 20, 2019, to December 6, 2019.

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

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

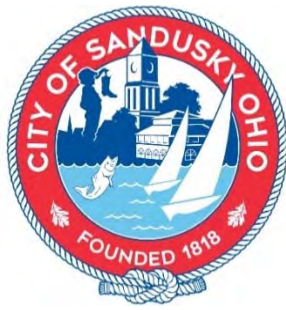
Section 4. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its

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

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

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

Passed: November 12, 2019



DEPARTMENT OF PUBLIC WORKS

Wastewater Treatment Plant

304 Harrison Street
Sandusky, Ohio 44870
419.627.5829
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: October 28, 2019

Subject: **Commission Agenda Item – Ohio EPA Annual Discharge Fee for the WWTP CY2019**

ITEM FOR CONSIDERATION: Legislation authorizing payment to the Treasurer of the State of Ohio, on behalf of the Ohio EPA, for the annual discharge fee for the year 2019, for National Pollutant Discharge Elimination System (NPDES) Permit Number 2PF00001 for the City's Wastewater Treatment Plant.

BACKGROUND INFORMATION: The Ohio EPA, through the NPDES, requires a permit for all Wastewater Treatment facilities discharging pollutants to a body of water within the State of Ohio to pay an annual discharge fee. Fees are determined by an average daily discharge flow of the following year and set by a flow chart from the Ohio EPA.

For the Calendar Year 2019, the City of Sandusky is required to pay a discharge fee for the operation of the Wastewater Treatment Plant of \$15,550.00. The cost, which has remained unchanged for many years, will have a due date of January 31, 2020.

BUDGETARY INFORMATION: The total amount of \$15,550.00 shall be paid with Sewer funds and has been appropriated in the O & M Budget for 2019.

ACTION REQUESTED: It is recommended that proper legislation be prepared for payment of the discharge fee to the Ohio EPA at an amount not to exceed \$15,550.00 and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City so funds can be expended from the O & M Budget for 2019, upon receipt of invoice from the Ohio EPA.

I concur with this recommendation:

Eric Wobser
City Manager

cc: K. Kresser, Commission Clerk; S. Martin, Acting Finance Director; T. Hayberger, Law Director



Mike DeWine, Governor
Jon Husted, Lt. Governor
Laurie A. Stevenson, Director

ENGINEERING

OCT 07 2019

CITY OF SANDUSKY

September 27, 2019

SANDUSKY STP
222 MEIGS ST
SANDUSKY, OH 44870

2019 ANNUAL DISCHARGE FEE
2PF00001 PRELIMINARY NOTICE
DO NOT SEND PAYMENT AT THIS TIME

This is a preliminary notification that your 2019 Annual Discharge Fee (ADF), authorized by Ohio Revised Code (ORC) 3745-11, will be due on January 31, 2020. Do not send payment at this time.

To ensure correct invoices are sent out later this year, and to provide you with adequate time to plan for this expense, the flow and fee due for your facility are listed below. The annual discharge fee for the calendar year 2019 is based upon the average volume of wastewater discharged by your facility during the previous year (2018) between May 1 and October 31. The fee schedule, pursuant to ORC 3745-11, is provided below.

Please review this information carefully. If the flow information is incorrect, you must provide a written explanation and include copies of your electronic Discharge Monitoring Report (DMR) EPA 4500 Forms for May through October 2018 showing the Submission ID at the bottom of the forms. Pursuant to ORC 3745-11(5)(a)(ii), if you are entitled to a pro-rated fee, provide a written explanation. This information must be submitted to ADF e-mail at adf@epa.ohio.gov or hard copies mailed to the address below by October 30, 2019. All communication must include the permit number. Corrections to DMRs must be done in the eDMR system with follow-up notification of changes by email.

ADF Adjustment
Ohio EPA, Division of Surface Water
P.O. Box 1049, Columbus, Ohio 43216-1049

DO NOT SEND PAYMENT AT THIS TIME. THIS IS NOT AN INVOICE

Facility Name: SANDUSKY STP

NPDES Permit No: 2PF00001

Average Daily Flow: 17.9453

(Design flow if new facility)

Base Fee: \$15,550.00

Major Surcharge:

TOTAL FEE DUE: \$15,550.00

INDUSTRIAL FACILITIES	
Flow (MGD)	Fee
>0.005 - 0.05	\$ 250
>0.05 - 0.25	\$ 1,200
>0.25 - 1	\$ 2,950
>1 - 5	\$ 5,850
>5 - 10	\$ 8,800
>10 - 20	\$ 11,700
>20 - 100	\$ 14,050
>100 - 250	\$ 16,400
>250	\$ 18,700
Major Surcharge	\$ 7,500

PUBLIC FACILITIES	
Flow (MGD)	Fee
>0.005 - 0.05	\$ 200
>0.05 - 0.1	\$ 500
>0.1 - 0.25	\$ 1,050
>0.25 - 1	\$ 2,600
>1 - 5	\$ 5,200
>5 - 10	\$ 10,350
>10 - 20	\$ 15,550
>20 - 50	\$ 25,900
>50 - 100	\$ 41,400
>100	\$ 62,100

GENERAL PERMIT HOLDERS	
OHS000004 OHV00003	Public Facilities Fee Schedule
OHN000005 OHB00002	Industrial Facilities Fee Schedule
OHW000004	Fixed Fee \$ 180.00

CERTIFICATE OF FUNDS

In the Matter of: Ohio EPA Annual Discharge Fee

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: 11/4/19

By: 

Sally Martin

Acting Finance Director

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE FINANCE DIRECTOR TO MAKE PAYMENT TO THE STATE OF OHIO ENVIRONMENTAL PROTECTION AGENCY FOR THE ANNUAL DISCHARGE FEE FOR NPDES PERMIT NUMBER 2PF00001 FOR THE WASTEWATER TREATMENT PLANT FOR THE CY 2019; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Ohio Revised Code Section 3745.11(L) requires that an NPDES permit holder that is a public discharger pay a fee as specified in the statute based upon the average daily flow and the City's flow and the corresponding fee is delineated on the invoice received from the Ohio Environmental Protection Agency; and

WHEREAS, the total cost for the annual discharge fee for calendar year 2019 is \$15,550.00 and will be paid with Sewer Funds which have been appropriated in the Operation & Maintenance (O&M) budget for 2019; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to make payment with funds budgeted in 2019 upon receipt of invoice from the Ohio Environmental Protection Agency for the annual discharge fee for the Wastewater Treatment Plant for the CY 2019; and

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

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

Section 1. This City Commission hereby authorizes and directs the Finance Director to make payment to the Treasurer of the State of Ohio as required by the Ohio Environmental Protection Agency in an amount **not to exceed** Fifteen Thousand Five Hundred Fifty and 00/100 Dollars (\$15,550.00) for the annual discharge fee for NPDES Permit Number 2PF00001 for the Wastewater Treatment Plant for the CY 2019.

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

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

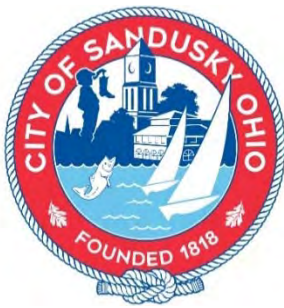
Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted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

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

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

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

Passed: November 12, 2019



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: October 28, 2019

Subject: **Commission Agenda Item – Purchase Bulk Rock Salt for CY 2020**

ITEM FOR CONSIDERATION: Legislation to purchase bulk highway deicing rock salt for calendar year 2020.

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

Bids submitted to County Commissioners included eight (8) townships, three (3) villages, City of Huron, City of Sandusky, and two (2) separate County departments for a total of 10,075 tons, of which the City's allocation is 2,500 tons. Erie County has awarded the salt contract for CY 2020 to Morton Salt, Inc. of Chicago, Illinois, at a rate of \$80.37 per ton for delivery or \$75.00 per ton for pick up. The price for 2019 was \$77.28 per ton for delivery or \$71.50 per ton for pick up.

Should the City use its total allocated quantity of salt, the budget impact would be a maximum of \$200,925.00. In the early stages of inclement weather, City crews pretreat the Milan Road overpass, main corridors and underpasses with brine in an effort to decrease snow and ice accumulation, as well as salt usage. In addition, crews will opt to pick-up salt at a branch location in Sandusky for a reduced cost of \$75.00/ton as frequently as possible. Because of this higher rate for 2020, the City has begun maximizing purchases in 2019 by stockpiling at all storage locations.

BUDGETARY INFORMATION: Funds for the purchase of bulk rock salt are routinely included in the Division of Traffic's operating budget each year. The total allocation for 2020 would be \$200,925.00.

ACTION REQUESTED: It is recommended that proper legislation be prepared to purchase bulk deicing rock salt from Morton Salt Inc. of Chicago, Illinois, at an amount not to exceed \$200,925.00 and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter so the contract can be signed in November which would allow for the purchase of deicing rock salt for calendar year 2020 and allow for salt application as weather dictates.

I concur with this recommendation:

Eric Wobser, City Manager

cc: K. Kresser, Commission Clerk; S. Martin, Acting Finance Director; T. Hayberger, Law Director

Ed

RESOLUTION NO. 19-388

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF
ERIE COUNTY, OHIO, FOR THE PURPOSE OF ENTERING INTO AN
AGREEMENT WITH MORTON SALT, INC.**

The Board of County Commissioners of Erie County, Ohio, met this 24th day of October, 2019, in regular session with the following members present:

Patrick J. Shenigo, Mathew R. Old, and Stephen L. Shoffner.

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

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

THAT, this Board hereby enters into an agreement with Morton Salt, Inc., 444 W. Lake Street, Suite 3000, Chicago, IL 60606, for the purpose of furnishing rock salt for highway ice control during the 2020 calendar year for the Erie County Engineer and various other political subdivisions throughout Erie County, according to the provisions as outlined in the attached document; and

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

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

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


Adopted: October 24, 2019

CERTIFICATE

I, Carolyn L. Hauenstein, Clerk of the Board of County Commissioners of Erie County, Ohio, hereby do certify that the above is a true and correct copy of resolution adopted by said Board under said date, and as same appears in Commissioners' Journal Volume #219.

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

Approved by County Administrator


Peter S. Daniel



LT

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

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

Auditor of State - Unresolved Findings for Recovery Certified Search

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

Contractor's Information:

Name: ,
Organization: **MORTON SALT, INC**
Date: **10/22/2019 10:37:07 AM**

This search produced the following list of **10** possible matches:

Name/Organization	Address
Early Morning Software,	227 N. Holiday Street
Laptops and More, Inc.,	9403 Scottsdale Drive
Moreland, Nellie	
Morell, Tina	
Morgan, Angel	4870 Hunt Road, Suite 1
Morris, Christine	1002 Michele Court
Morris, James	
Travelers Causualty & Surety C.	2193 Frank Road
Morris, Walter	
Morris, Sara	4852 Klondike Road

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

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

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

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

CONTRACT

This contract made and entered into this 24 day of October, 2019, by and between Morton Salt, Inc., 444 West Lake Street, Suite 3000, Chicago, Illinois 60606, hereafter called the "Supplier" and the Board of Commissioners, Erie County, Ohio hereinafter called "Contracting Authority."

WITNESSETH:

The Supplier shall furnish 10,075 tons, more or less, of bulk highway deicing rock salt, treated to prevent caking, for highway ice control during the 2020 calendar year (1/01/20 – 12/31/20). Rock salt delivered to and or picked up by Buyer must be treated with sufficient amounts of anti-caking additives/chemicals so the rock salt will remain in a free flowing, usable condition (without the presence of clumping).

TO BE ALLOCATED AS FOLLOWS:

	Requested Tons	Cost of Pick-Up	Total	Cost for Delivery	Total
Erie County Engineer, Highway Dept.	3,000	\$75.00/ton	\$225,000.00	\$80.37/ton	\$241,110.00
Erie County Facilities Dept.	150	75.00/ton	\$11,250.00	80.37/ton	\$12,055.50
Berlin Township	200	75.00/ton	15,000.00	80.37/ton	16,074.00
Florence Township	50	75.00/ton	3,750.00	80.37/ton	4,018.50
Groton Township	50	75.00/ton	3,750.00	80.37/ton	4,018.50
Huron Township	600	75.00/ton	45,000.00	80.37/ton	48,222.00
Margaretta Township	250	75.00/ton	18,750.00	80.37/ton	20,092.50
Milan Township	600	75.00/ton	45,000.00	80.37/ton	48,222.00
Oxford Township	175	75.00/ton	13,125.00	80.37/ton	14,064.75
Perkins Township	800	75.00/ton	60,000.00	80.37/ton	64,296.00
Village of Berlin Heights	100	75.00/ton	7,500.00	80.37/ton	8,037.00
Village of Castalia	200	75.00/ton	15,000.00	80.37/ton	16,074.00
Village of Milan	400	75.00/ton	30,000.00	80.37/ton	32,148.00
City of Huron	1,000	75.00/ton	75,000.00	80.37/ton	80,370.00
City of Sandusky	2,500	75.00/ton	187,500.00	80.37/ton	200,925.00
Total Estimated Requirements	10,075		\$755,625.00		\$809,727.75

EACH COUNTY AGENCY WILL BE BILLED SEPARATELY. Rock salt to be picked up at a contract price of \$75.00/Ton. Rock salt to be delivered to any bid destination in Erie County Ohio, with no minimum tonnage required at a contract price of \$80.37/Ton, not to exceed **\$253,165.50** (\$241,110.00 – Erie County Engineer, \$12,055.50– Erie County Facilities Department) without prior written authorization. No deliveries will be made without prior written authorization by the Erie County Engineer or Erie County Facilities Department and written concurrence by the Erie County Auditor that the funds are available.

In the event of a conflict between the terms and conditions of this Contract and the terms and conditions of the bid dated SEPTEMBER 20, 2019, the terms and conditions of the Contract shall prevail.

ROCK SALT CALENDAR YEAR 2020

SUPPLIER SERVICE REQUIREMENTS

The Supplier, upon written authorization of the Commissioners, will complete the work as detailed in the attached Request for Bid titled: TREATED ROCK SALT FOR HIGHWAY ICE CONTROL-REBID, along with the bid submitted by Morton Salt, Inc. on September 26, 2019.

SUPPLIER RESPONSIBILITIES

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

TERM

This contract shall remain in effect from January 1, 2020 through December 31, 2020.

INDEMNITY

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

INSURANCE REQUIREMENTS

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

MODIFICATION

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

NOTICE TO PROCEED

The Supplier shall, upon receipt of a copy of the Erie County Commissioners resolution to enter into an agreement with supplier, provide product commencing on January 1st of the term described herein above. A purchase order, in accordance with the bidding documents shall be subsequently issued by Erie County.

NON-DISCRIMINATION

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

FINDINGS FOR RECOVERY

The Supplier affirmatively represents and warrants to the State that it is not subject to a finding for recovery under R.C. 9.24, or that it has taken appropriate remedial steps required under R.C. 9.24 or otherwise qualifies under that section. The Supplier agrees that, if this representation or warranty is deemed to be false, the contract shall be void *ab initio* as between the parties to this contract, and any funds paid by the State hereunder immediately shall be repaid to the State, or an action for recovery immediately may be commenced by the State for recovery of said funds.

COUNTERPARTS

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

COMPONENT PARTS OF THIS CONTRACT

The executed contract documents shall consist of the following:

- a. This Contract
- b. Bid Specifications
- c. Signed copy of Bid
- d. Erie County Commissioner's Resolution to enter into an Agreement

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

SIGNED AND ACKNOWLEDGED IN THE PRESENCE OF:

MORTON SALT, INC.


Signature

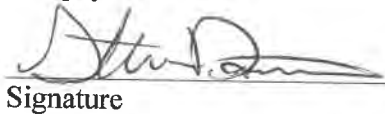
Daniel P. Thompson

V.P., Bulk Deicing Sales & Marketing

Title

27-3146174

Taxpayer I.D. #



Signature

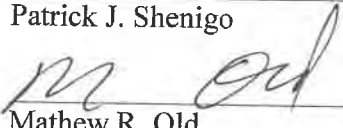
Steve Downie

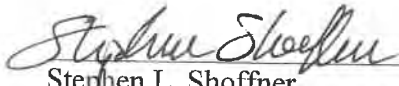
Manager, BDI Innovation & Process Efficiency

Title

**BOARD OF COUNTY
COMMISSIONERS OF ERIE
COUNTY, OHIO**

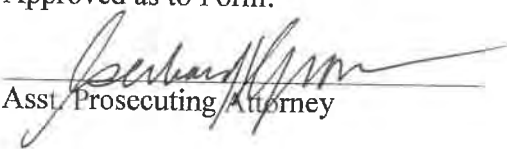

Patrick J. Shenigo


Mathew R. Old

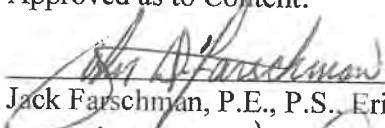

Stephen L. Shoffner


10-24-19

Approved as to Form:


Asst. Prosecuting Attorney

Approved as to Content:


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


Gary Weilnau, Building & Grounds Superintendent

CONTRACT LIMITATION CERTIFICATE

I, Daniel P. Thompson, on behalf of **MORTON SALT, INC.**,
(Name of representative of vendor)

do hereby acknowledge that the maximum amount of monetary obligation of Erie County, Ohio, i.e., Board of County Commissioners of Erie County, Ohio, under the hereinbefore attached contract or agreement is **\$253,165.50** UNLESS the Board of Erie County Commissioners gives **PRIOR APPROVAL** for additional expenditures of money under the contract or agreement and the County Auditor certifies to the availability of such additional funds. Erie County, Ohio, i.e., the Board of County Commissioners of Erie County, Ohio **SHALL NOT BE HELD LIABLE** by **MORTON SALT, INC.** for any monetary obligations under this contract or agreement above the maximum amount of **\$253,165.50**, UNLESS expenditures are approved by the Board.

Daniel P. Thompson

Representative of Vendor Morton Salt, Inc.
Daniel P. Thompson
V.P., Bulk Deicing Sales & Marketing

Sworn to before me and subscribed in my presence this 17 day of October,
2019.

Andrew Lorenzini
(Notary Public)

APPROVED AS TO CONTENT

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

Gary Weilnau
Gary Weilnau, Building & Grounds Superintendent



ATTACHMENT D
NON-COLLUSION AFFIDAVIT

State of Ohio

Erie County

BID Identification: **"TREATED ROCK SALT FOR HIGHWAY ICE CONTROL-REBID"**

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

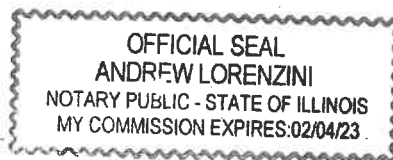
Signed:

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

Subscribed and sworn to before me this 20th day of September, 2019.

Seal of Notary

Andrew Lorenzini



ATTACHMENT C

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

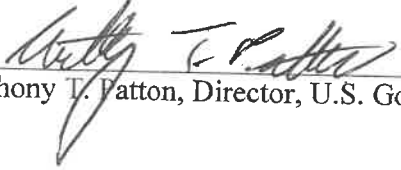
O.R.C. 5719.042

STATE OF Illinois

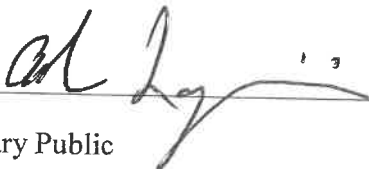
SS:27-3146174

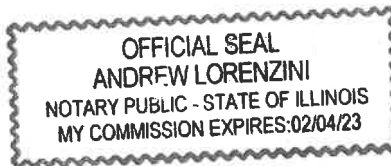
TO: Board of Erie County Commissioners

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


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

Sworn to before me and subscribed in my presence this 20th day of September, 2019.


Notary Public



Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

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

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

Mailing Address for Notices

Same as above

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

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

OWNER:

(Name, legal status and address)

Board of Erie County Commissioners
2900 Columbus Avenue
Sandusky OH 44870

BOND AMOUNT: \$ 10% of total bid amount

PROJECT: Furnishing Salt


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

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

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

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

Signed and sealed this 20th day of September, 2019


(Witness) Jake McConnell, BDI Process Efficiency Lead

Morton Salt, Inc.
(Principal) (Seal)

By: 
(Title) Anthony T. Patton, Director, U.S. Gov't Bulk Deicing Sales & Marketing

Liberty Mutual Insurance Company
(Surety) (Seal)

By: 
(Title) Na-Tia Douglas, Attorney-in-Fact


(Witness) Mariola Garcia, Bid Prep Specialist

STATE OF ILLINOIS
COUNTY OF COOK

On this 20th day of September, 2019, before me personally appeared
Na-Tia Douglas, known to me to be the Attorney-in-Fact
of Liberty Mutual Insurance Company the corporation that executed
the within instrument, and acknowledged to me that such corporation executed the same.

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

AL Lorenzini
(Notary Public)



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

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

Certificate No. 7927203

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

POWER OF ATTORNEY

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

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 26th day of October, 2017



STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 26th day of October, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

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

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

By: Teresa Pastella
Teresa Pastella, Notary Public

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of September, 2019



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

To confirm the validity of this Power of Attorney call
1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

ATTACHMENT B
BID FORM

**ERIE COUNTY ENGINEER
2020 ROCK SALT**

MATERIAL: Bulk Rock Salt (Sodium Chloride)

QUANTITY:

Erie County Engineer, Highway Dept.	3,000	Tons
Berlin Township	200	Tons
Florence Township	50	Tons
Groton Township	50	Tons
Huron Township	600	Tons
Margaretta Township	250	Tons
Milan Township	600	Tons
Oxford Township	175	Tons
Perkins Township	800	Tons
Vermilion Township	-0-	Tons
Village of Berlin Heights	100	Tons
Village of Castalia	200	Tons
Village of Milan	400	Tons
City of Huron	1,000	Tons
City of Sandusky	2,500	Tons
City of Vermilion	-0-	Tons
Erie County Maintenance	150	Tons
Erie County DOES - Landfill	-0-	Tons
Total Tons Estimated	10,075	Tons

CONTRACT DURATION: All bids shall be guaranteed for the 2020 Calendar Year. Contract shall be effective from January 1, 2020 through December 31, 2020

Having carefully read the specifications attached hereto, the undersigned hereby proposes to furnish all material, as specified and described for the project **TREATED ROCK SALT FOR HIGHWAY ICE CONTROL-REBID**, for the following amounts:

BASE BID

ROCK SALT	\$ 75.00 /TON	CUSTOMER PICKUP
	\$ 80.37 /TON	DELIVERED

The undersigned acknowledges the following Addenda to the Drawings and Specifications.

Addendum No. _____ Dated _____	Addendum No. _____ Dated _____
Addendum No. _____ Dated _____	Addendum No. _____ Dated _____

Bidder understands that the Contracting Authority reserves the right to reject any or all bids and to waive any informalities in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

NOTE: Bids must be sealed and addressed to the Erie County Commissioners, and showing the name of the project **"TREATED ROCK SALT FOR HIGHWAY ICE CONTROL-REBID"**


SIGNATURE

9/20/19
DATE

Anthony T. Patton, Director, U.S. Gov't Bulk Deicing Sales & Marketing
NAME & TITLE (TYPE OR PRINT)

For Ordering: 855-665-4540

TELEPHONE

Sandusky Stockpile

931 W. Water St. Sandusky, OH 44870

STOCKPILE LOCATION

(Full street address, city,
state, zip)


SIGNATURE

Leanne Miller, Manager, US BDI Planning & Reporting
NAME & TITLE (TYPE OR PRINT)

Morton Salt, Inc.
NAME OF COMPANY


444 West Lake Street, Suite 3000, Chicago, IL 60606
ADDRESS

CERTIFICATE OF FUNDS

In the Matter of: Purchase Bulk Rock Salt for C/2020

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: 11/4/19

By: 

Sally Martin

Acting Finance Director

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE BULK HIGHWAY DEICING ROCK SALT FOR THE DIVISION OF STREETS & TRAFFIC TO BE USED IN THE CY 2020 FROM MORTON SALT, INC., OF CHICAGO, ILLINOIS; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

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

WHEREAS, Erie County has awarded the salt contract for CY 2020 to Morton Salt, Inc., of Chicago, Illinois, at a rate of \$80.37 per ton for delivery and \$75.00 per ton for pick-up; and

WHEREAS, the bid submitted to the Erie County Commissioners included eight (8) townships, three (3) villages, the City of Sandusky, City of Huron, and two (2) separate Erie County departments for a total of 10,175 tons and the City's allocation is 2,500 tons; and

WHEREAS, should the City use its total estimated quantity (2,500 tons) of highway deicing rock salt the maximum budget impact would be \$200,925.00; and

WHEREAS, funds for the purchase of this item are routinely included in the Division of Traffic's operating budget each year; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to authorize the purchase of highway deicing rock salt for the calendar year 2020 and allow for salt application as the weather dictates; and

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

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

Section 1. The City Manager is authorized and directed to purchase from Morton Salt, Inc., of Chicago, Illinois, Two Thousand Five Hundred (2,500) tons, more or less, of bulk highway deicing rock salt for use by the Division of Streets & Traffic during CY 2020, at a cost **not to exceed** Two Hundred Thousand Nine Hundred Twenty Five and 00/100 Dollars (\$200,925.00). Said highway deicing rock salt shall be provided in accordance with the proposal of the said Morton Salt, Inc., of Chicago, Illinois, on file with the Erie County Purchasing Department,

and the bid specifications in relation thereto.

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

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

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

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

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

Passed: November 12, 2019

October 28, 2019

M E M O R A N D U M

TO: Eric Wobser, City Manager

FROM: Rick Wilcox, Fire Chief

RE: Commission Agenda Item

ITEM FOR CONSIDERATION: Requesting legislation declaring old fire hose as unnecessary and unfit for City use pursuant to Section 25 of the City Charter and authorizing the City Manager to purchase Key Fire Hose from Sutphen Corporation, 6450 Eiterman Rd., Dublin, OH, through the State of Ohio's Department of Administrative Services Cooperative Purchasing Program #800814 in the amount not to exceed **\$15,620.00**.

BACKGROUND INFORMATION: The need to replace numerous sections of Fire Hose that will be placed on our front line engines has been determined by the House Captain. Currently the fire department is still using fire hose that was purchased in the 1960's. Some of the fire hose has already been taken out-of-service due to failure and age. The National Fire Protection Association (NFPA) has required replacement of any fire hose produced prior to July 1987 be removed from service. Fire hose produced prior to that date was manufactured to less stringent standards.

Additionally, Ohio Bureau of Workers Compensation (BWC) has established a set of firefighter occupation safety rules. Within these rules BWC has addressed the pre-July 1987 fire hose issue and also requires its removal from service. BWC rules include a compliance date of 2020.

Over the last couple months the fire department has tested a variety of fire hose and have decided to purchase Key Fire Hose. The new hose will allow us to replace most if not all of the current 2 ½" brass coupling hose from the 1960's. The fire department will also be able with this purchase to replace the high rise hose, which has failed during hose testing due to a poor design on all three of the front line engines. The old fire hose will be disposed of through the City's public auction and any proceeds will be deposited into the Fire Department's Trust Fund.

BUDGETARY INFORMATION: The total amount for this purchase is **\$15,620.00 through the State of Ohio Purchasing Program #800818**. This purchase will be paid with funds from the EMS account, 431-1330.

ACTION REQUESTED: It is requested that the proper legislation be prepared to purchase Key Fire Hose from Sutphen Corporation, 6450 Eiterman Rd., Dublin, OH, through the State of Ohio Department of Administrative Services Cooperative Purchasing program # 800814 in an amount not to exceed **\$15,620.00**. It is further requested that this legislation take immediate effect in full accordance with

section 14 of the City Charter to allow for the hose to be immediately ordered and put into service prior to the compliance date of 2020. The estimated delivery time once ordered is at least 6 weeks. The funds for this purchase were budgeted in 2019 and should be expended this year.

Approved:

I concur with this recommendation:

Rick Wilcox, Fire Chief

Eric Wobser, City Manager

CC: Eric Wobser, City Manager
 Trevor Hayberger, Law Director
 Sally Martin, Acting Finance Director
 John Orzech, Acting Safety Services Director
 Kelly Kresser, Commission Clerk



**FAMILY OWNED
SINCE 1890**

Sandusky Fire Dept
Key Fire Hose Quote
9/23/19
State Bid #: 800814

Twenty-four (24) 50' sections of Key DP17-800 Big-10 1.75" colored hose w/ 1.5" NST fittings*	\$3,192.00
Twelve (12) 50' sections of Key DP20-1000 Combat Ready 2" Green hose w/ 1.5" NST fittings	\$3,528.00
Fifty (50) 50' sections of Key DP25-800 Big-10 2.5" White hose w/ NST fittings	\$8,900.00
Total Delivered Price	\$15,620.00**

*8 sections of blue, 8 sections of red, 8 sections of yellow = 1.75"
**Shipping is included

Submitted By:
Andy J. Herb

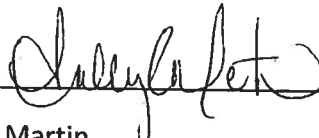
Sutphen Corporation
PO Box 158 • Amlin, OH 43002-0158
6450 Eiterman Road • Dublin, OH 43016-8711
Tel 614 889-1005 • Toll Free 800 848-5860 • Fax 614 889-0874
www.sutphen.com • Sutphen@sutphencorp.com

CERTIFICATE OF FUNDS

In the Matter of: Guthpen Corporation - Purchase Key Fire Hose

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: 11/4/19

By: 
Sally Martin
Acting Finance Director

ORDINANCE NO. _____

AN ORDINANCE DECLARING FIRE HOSE AS UNNECESSARY AND UNFIT FOR CITY USE PURSUANT TO SECTION 25 OF THE CITY CHARTER; AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE KEY FIRE HOSE THROUGH THE STATE OF OHIO, DEPARTMENT OF ADMINISTRATIVE SERVICES, COOPERATIVE PURCHASING PROGRAM FROM SUTPHEN CORPORATION OF DUBLIN, OHIO, FOR THE FIRE DEPARTMENT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Fire Department is currently using fire hose that was purchased in the 1960's, some of which has already been taken out-of-service due to failure, and the National Fire Protection Association (NFPA) is requiring any fire hose produced prior to July 1987 be removed from service and replaced; and

WHEREAS, after testing a variety of fire hose, the Fire Department is recommending to replace the old fire hose with Key fire hose and that the old fire hose be declared obsolete, unnecessary and unfit for City use and disposed of through public auction with the proceeds from sale to be deposited into the Fire Department's Trust Fund; and

WHEREAS, the Key fire hose is available from Sutphen Corporation of Dublin, Ohio, through the State of Ohio Cooperative Purchasing Program thereby allowing local political subdivisions to purchase items that have been competitively bid from the successful state vendor giving the City the benefit of the State's negotiated price and eliminating the necessity of formal bidding; and

WHEREAS, the total cost of the Key fire hose is \$15,620.00 and will be paid with EMS Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to allow the fire hose to be immediately ordered and placed in service prior to the NFPA's compliance date of 2020 and to make payment with funds budgeted in 2019; and

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

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

Section 1. This City Commission finds and determines that the old fire hose from the 1960's is unnecessary and unfit for City use pursuant to Section 25 of the

City Charter and the City Manager is authorized and directed to dispose of this personal property no longer needed for City purposes through public auction, sale process, or internet auction with the proceeds from sale to be deposited into the Fire Department's Trust Fund.

Section 2. The City Manager is authorized and directed to purchase Key fire hose through the State of Ohio, Department of Administrative Services, Cooperative Purchasing Program, Schedule #800814, from Sutphen Corporation of Dublin, Ohio, for use in the Fire Department at an amount **not to exceed** Fifteen Thousand Six Hundred Twenty and 00/100 Dollars (\$15,620.00).

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

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

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

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

ATTEST:

KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: November 12, 2019



COMMUNITY DEVELOPMENT

240 Columbus Avenue, 4th Floor
Sandusky, Ohio 44870
419.627.5832
www.ci.sandusky.oh.us

TO: Eric Wobser, City Manager

FROM: Debi Eversole, Housing Development Specialist

DATE: October 29, 2019

RE: City Commission Agenda Item

ITEM FOR CONSIDERATION: The purpose of this communication is to request approval of legislation allowing the City Manager to execute a 'Purchase & Sale Agreement' for one (1) parcel of non-productive land which is no longer needed for any municipal purpose that the City acquired through the City of Sandusky's Land Reutilization Program. The land is identified as Erie County Permanent Parcel No. 58-00805.000 and is located at 1215 Central Avenue.

BACKGROUND INFORMATION: Pursuant to Ordinance No. 07-026 passed June 11, 2007, the City is conducting a Land Reutilization Program in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. The City Commission authorized the acquisition of the property located at 1215 Central Avenue by Resolution No. 021-17R, passed on April 10, 2017. This non-productive land was transferred to the City by its former owner on June 10, 2019.

The City of Sandusky's Land Reutilization Policies and Procedures facilitate reutilization of non-productive land situated within the City of Sandusky and supports neighborhood revitalization by promoting residential development. This Property is currently in condemned status and consists of one (1) residential single family structure that has three (3) bedrooms and one (1) and one-half (1/2) bathrooms with approximately 2,466 square feet of living space. There is a detached garage located on the property that is not structurally sound and is determined unsafe to enter. The property is zoned "residential two (2) family" (R2F).

On July 8, 2019, the City Commission approved Ordinance No. 19-116 authorizing and directing the City Manager to proceed with a Request for Proposals (RFP) for the sale and rehabilitation of the property located at 1215 Central Avenue. A public Request for Proposals was issued on July 10, 2019, with a deadline for sealed proposals of September 9, 2019. The RFP process was communicated by publishing two (2) legal ads in the Sandusky Register, posting of the RFP on the City of Sandusky website, City of Sandusky social media and individual inquiries. There were four (4) public viewing sessions scheduled in which 25 individuals viewed the property. Unfortunately, there were no proposals submitted during this RFP period.

Within days of the end of the RFP period, several interested individuals requested information on the property, including site visits. On September 16, 2019, the Land Bank Committee voted unanimously to offer Requests for Proposals to anyone that previously visited the property and to all new applicants. On September 19, 2019, notification was sent to all parties that the City was again accepting proposals and four (4) more site visits were scheduled. The deadline for submission was October 14, 2019 and two (2) sealed proposals were received by Scott R. Canfield and MAC Builders and Development, LLC.

The two proposals were scored based on the scope of work and rehabilitation, financial capability, ability to complete the project within a required timeframe, strength and experience to complete the project and the proposed use of the property once complete. The Land Bank Committee met on October 21 and 28, 2019 and voted unanimously to request City Commission approval to enter into a Purchase and Sale agreement with Scott R. Canfield of Sandusky to complete the necessary renovations at the Central Avenue location. Mr. Canfield offered \$5,000.00 to purchase the property and proposed a budget of minimally \$100,000.00 in renovations to the interior and exterior of the home.

The Land Bank Administrator has verified that Scott R. Canfield qualifies pursuant to the requirements of the Land Reutilization Policies and Procedures. The Purchase Agreement shall require Mr. Canfield to obtain all pertinent building permits and to have the improvements property inspected.

Mr. Canfield agreed to the following conditions for the sale and restoration of the 1215 Central Avenue home:

- The property be restored as a Single Family Residential structure
- The garage be demolished within 60 days of closing
- Mechanicals be installed or updated within 90 days of closing
- Interior renovations (based on the proposal checklist) be complete within 12 months of closing
- Exterior renovations (based on the proposal checklist) be complete within 12 months of closing
- The City of Sandusky reserves the right to request progress inspections and or photos

BUDGET IMPACT: The cost associated with this purchase and sale agreement is the total amount of the title examination, transfer fees, advertisement and any other customary fees that may be due and payable in the ordinary course of the sale and purchase transaction. These expenses shall be recouped from the purchase price. The proceeds of the sale shall be deposited into the Land Bank account for future acquisitions.

The sale and rehabilitation of this property will revitalize the neighborhood by enhancing the surrounding property values and reducing noticeable blight. The taxing districts will begin collecting real estate taxes of approximately one thousand three hundred twenty four dollars (\$1,324.00) on an annual basis if not more.

ACTION REQUESTED: It is requested that legislation be adopted allowing the City Manager to enter into a Purchase & Sale Agreement with Scott R. Canfield to sell the property no longer needed for any municipal purpose located at 1215 Central Avenue, and further identified by the Erie County Auditor as Permanent Parcel No. 58-00805.000 for a purchase price of five thousand dollars (\$5,000.00). Mr. Canfield will begin construction on or after January 6, 2020. Therefore it is further requested that the legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter in order to promptly execute the closing within thirty (30) days as usual and customary in the sale of real estate.

Debi Eversole
Housing Development Specialist

I concur with this recommendation:

Matthew D. Lasko
Chief Development Officer

Eric L. Wobser
City Manager

cc: Trevor Hayberger, Law Director
Sally Martin, Acting Finance Director
Kelly Kresser, Commission Clerk

ORDINANCE NO. _____

AN ORDINANCE DECLARING THAT CERTAIN REAL PROPERTY OWNED BY THE CITY AS PART OF THE LAND REUTILIZATION PROGRAM IDENTIFIED AS PARCEL NO. 58-00805.000, LOCATED AT 1215 CENTRAL AVENUE, SANDUSKY, IS NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE AND AUTHORIZING THE EXECUTION OF A PURCHASE AND SALE AGREEMENT WITH RESPECT TO THAT REAL PROPERTY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

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

WHEREAS, the City Commission previously authorized the acquisition of the property located at 1215 Central Avenue, Parcel No. 58-00805.000, by Resolution No. 021-17R, passed on April 10, 2017, under said Land Reutilization Program, which property is more specifically described in Exhibit "A", which property is no longer needed for any municipal purpose; and

WHEREAS, this City Commission previously authorized the City Manager to proceed with a Request for Proposals (RFP) process for the sale of the property located at 1215 Central Avenue, Parcel No. 58-00805.000, by Ordinance No. 19-116, passed on July 8, 2019; and

WHEREAS, a Request for Proposals (RFP) was issued on July 10, 2019, in which no proposals were received and upon requests for information after the RFP deadline, the Land Bank Committee voted on September 16, 2019, to offer Requests for Proposals to the individuals that previously viewed the property during the RFP process and all new applicants; and

WHEREAS, notification was sent to all parties on September 19, 2019, that the City was accepting proposals for the 1215 Central Avenue property in which two (2) proposals were received and evaluated by the Land Bank Committee on October 21, and 28, 2019, and the Land Bank Committee determined that Scott R. Canfield was a responsible bidder who poses the best opportunity for the City to achieve the highest and most certain return for the property through rehabilitation and occupancy, thereby revitalizing the neighborhood; and

WHEREAS, Scott R. Canfield desires to purchase Parcel No. 58-00805.000, which is more specifically described in Exhibit "A" (the "Property") attached to a certain Purchase and Sale Agreement, a copy of which is marked Exhibit "1" with respect thereto (the "Purchase and Sale Agreement"), at the purchase price of \$5,000.00; and

WHEREAS, the cost associated with this purchase and sale agreement is the total amount of the title examination, deed preparation, transfer fees, advertisement and any other customary fees that may be due and payable in the ordinary course of the sale and purchase transaction and any such costs will be recouped by the City upon sale; and

WHEREAS, this Ordinance should be passed as an emergency measure

under suspension of the rules in accordance with Section 14 of the City Charter in order to promptly execute the closing within (30) days as usual and customary in the sale of real estate and to allow the project to move forward with planning so construction can begin on or after January 6, 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 Community Development, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. This City Commission finds, determines and declares that the Property, Parcel No. 58-00805.000, located at 1215 Central Avenue, Sandusky, more specifically described in Exhibit "A", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, is no longer needed for any municipal purpose and that the execution of the Purchase and Sale Agreement providing for the sale, pursuant to Section 25 of the Charter of this City, to the Purchaser of the Property at the purchase price set forth in the Purchase and Sale Agreement, is in the economic interest of the City and in furtherance of the City's Land Reutilization Program referenced in those preambles in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. The City Manager is hereby authorized and directed to execute the Purchase and Sale Agreement on behalf of the City, substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the City's public purpose. Upon the exercise by the Purchaser to purchase the Property pursuant to the Purchase and Sale Agreement, the City Manager is also hereby authorized and directed on behalf of the City to execute a quit claim deed conveying the Property to the Purchasers, which quit claim deed shall be in a form satisfactory to the Law Director. The City Manager, Law Director, Finance Director, and other City officials, as appropriate, are each hereby authorized to execute and deliver such instruments, certificates and other documents and take such actions as are necessary and in the

best interests of the City in order to carry out and consummate the foregoing actions authorized by this Ordinance.

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

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

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

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

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

Passed: November 12, 2019

PURCHASE AND SALE AGREEMENT

This Agreement is made and entered into this ____ day of _____ 2019, by and between the City of Sandusky, Erie County, Ohio, a Municipal Corporation, 240 Columbus Avenue, Sandusky, Ohio 44870, hereinafter referred to as the "Seller" and Scott R. Canfield, 532 Wayne Street Sandusky, Ohio 44870, hereinafter referred to as the "Purchaser".

WITNESSETH:

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

- 1) The Seller agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Seller, the improved parcel of real property located at 1215 Central Avenue, Erie County Parcel Number 58-00805.000, Sandusky, Ohio, and more fully described in the legal description marked Exhibit "A" and attached hereto, the legal description of which will be set forth in the deed transferring ownership of said parcel and hereinafter referred to as the "Property."
- 2) The total purchase price for the Property is five thousand dollars (\$5,000.00), which shall be paid in cash, certified check or cashier's check at the time of closing.
- 3) An earnest money deposit of five hundred dollars (\$500.00) shall be paid to the Seller upon full execution of this Agreement. The earnest money deposit shall be applied to the purchase price at closing. In the event this transaction does not close for any reason, other than default by Purchaser, or in the event all conditions precedent are not fully satisfied or waived, the earnest money deposited shall be returned in full to the Purchaser. However, upon waiver of all contingencies at the expiration of the Inspection Period pursuant to section 7 of this Agreement, and so long as there is no default by Seller, the earnest money shall become non-refundable.
- 4) The closing agent shall be Fidelity National Title, 402 Columbus Avenue, Sandusky, Ohio 44870. Time being agreed to be of the essence, all documents shall be deposited with the closing agent on or before January 10, 2020, unless otherwise agreed to in writing by the parties.
- 5) The closing and the Purchaser's obligation to purchase the property are conditioned on:
 - a) Good Title – The conveyance to Purchaser of good and marketable title to said property by a Quit Claim Deed, as evidenced by an Owner's Policy of Title Insurance that may be issued by Fidelity National Title, or other reputable title company doing business in Erie County, Ohio, subject to all restrictions, easements, conditions, reservations, limitations, zoning ordinances, and taxes and assessments, both general and special, not yet due and payable.

- b) Delivery and Possession – Possession of the property shall be delivered to the Purchaser on or before January 10, 2020.
- c) Title Evidence – The Seller shall procure a title report with all exceptions noted. A copy of the documents which are the basis for such, shall be conveyed to the Purchaser within ten (10) days from the date of this Agreement. Seller shall have a minimum of thirty (30) days from the date upon which the Seller receives a copy of the title report within which to resolve any title exceptions or defects or other title issues which in any way impede or impair the Seller's ability to convey title as required herein. If, within such thirty (30) period, Seller determines that it is unable or unwilling, at its sole discretion, to resolve such matters, then the Purchaser may (1) take title in its then existing state, thereby waiving any title objections, or (2) terminate the Purchase Agreement and receive a refund of any deposit as Purchaser's sole and exclusive remedy.
- d) Title and Closing Fees – The expenses of closing described in this Article shall be paid in the following manner:
 - (i) The cost of securing the title report described in paragraph iii of this Agreement shall be paid by the Seller. The purchase of title insurance is optional and shall be paid by the Purchaser.
 - (ii) The cost of preparing, executing, and acknowledging any deeds or other instruments required to convey title to Purchaser in the manner described in this Agreement shall be paid by Seller.
 - (iii) Each party hereto shall be responsible for their own attorney fees relating to this Agreement and its implementation.
 - (iv) The cost of transfer and recording of the deed shall be paid by Seller.
 - (v) Any tax imposed on the conveyance of title to the Property to the Purchaser shall be paid by Purchaser.
 - (vi) Any fee charged by the closing agent shall be equally shared between the Seller and Purchaser.
- e) Real Estate Taxes – All real estate taxes shall be the Purchaser's responsibility as of the date of closing based upon the latest available tax duplicate of the Erie County Auditor. The property has been granted tax exemption status from the State of Ohio, therefore any and all assessments on the property attributable to all periods prior to closing, including deferred assessments are exempt.

- 6) Purchaser acknowledges and understands that the property is being sold as-is, and with all faults. Purchaser further acknowledges and understands that the property was acquired by the Seller and therefore the Seller was not an owner-occupant and its information concerning the property and its condition is limited. Purchaser is hereby informed that Seller is unaware of any latent defects in the property or any appurtenant systems including but not limited to plumbing, heating, air conditioning and electrical systems, fixtures, appliances, roof, sewers, soil conditions, foundation, structural integrity, or environmental conditions. Seller makes no representations or warranties as to any of the above, the condition of the property, the property's systems, the serviceability or fitness for a particular use of the property, or any component of the property. Purchaser agrees that in contracting to buy the property, Purchaser has not relied upon any representation or warranty made by the Seller or any of its officers, employees, agents, or representatives. Purchaser has been afforded the opportunity to undertake its own investigations and inspections of the property.
- 7) Purchaser, at Purchaser's sole cost and expense, and after Seller's written acceptance of this Agreement, shall have the opportunity to inspect the Property including, but not limited to , environmental, asbestos, radon gas, lead paint, physical defects including structural defects, roof, basement, mechanical systems such as heating and air conditioning, electrical systems, sewage and septic systems, plumbing, exterior site drainage, termite and other types of pest and insect infestations or damage caused by such infestation, and review and/or order a boundary survey. If Purchaser does not give to Seller written notice of cancellation, for any reason Purchaser deems appropriate, within seven (7) calendar days of the date of this Agreement, Purchaser shall conclusively be deemed to have:
 - a) Completed all inspections, investigations, reviewed all applicable documents and disclosures and removed all contingencies;
 - b) Elected to proceed with the transactions
 - c) Assumed all liability, responsibility, and expense for repairs and/or corrections other than for items which Seller has otherwise agreed in writing to repair or correct. If Purchaser objects to the condition of the property within the specified time period, Purchaser as their sole option, may terminate the Agreement and neither party shall have any further obligations hereto. As a condition to termination under the inspection period, Purchaser agrees to submit to Seller any and all written reports as to such inspections with three (3) calendar days following the expiration of the inspection period, after which time Seller will immediately refund the earnest money deposit.
- 8) The Property is being sold "as-is" and any repairs to the property identified by the Purchaser shall be the responsibility of the Purchaser. The Seller will be under no obligation whatsoever to make any repairs to the property. Purchaser agrees not to enter the Property prior to closing for the purpose of making any repairs or alterations without express written permission from the Seller.

- 9) Upon transfer of title to Purchaser, Purchaser shall rehabilitate the single-family residential dwelling at 1215 Central Avenue, Sandusky, Ohio 44870 either directly or indirectly under the supervision of the City in accordance with the terms and conditions of this Purchase and Sale Agreement and the Purchaser's Proposal submitted on October 11, 2019, which documents shall be incorporated in and made a part of this Purchase and Sale Agreement as if set forth in full herein. Purchaser shall make the following improvements to the property that shall be completed within the following timelines from the date of closing:
- a) Demolition of detached garage complete within sixty (60) days
 - b) Mechanicals replaced/repared and in operating condition within ninety (90) days
 - c) Complete all other improvements listed in the Proposal Rehabilitation Checklists within twelve (12) months:
 - (i) Exterior repair or replacement of: windows, gutters/downspouts, exterior doors, front porch and steps, foundation repair and exterior paint and trim. Landscaping may be added around new front porch and the yard will be maintained as necessary
 - (ii) Interior repair or replacement: all floors, walls and ceilings, interior doors, trim carpentry, new paint throughout the house. Kitchen cabinets/countertops, sink, faucet and fixtures will be repaired or replaced and new appliances installed. Bathroom vanities, sink, toilet and tub/showers repaired or replaced.
- 10) Purchaser reserves the right to make changes to the above improvements upon approval of the Land Bank Committee. If, in their sole discretion, they have determined that the improvements will cause the Purchaser undue hardship or that changes in the scope of the rehabilitation will produce a better result.
- If the Purchaser fails to complete construction within twelve (12) months from the date of closing, the title to the Property together with all improvements made or erected shall automatically be forfeited and revert to and vest in the City of Sandusky. The City shall have the right to re-enter and take possession of the property. An extension of time to complete construction may be granted by the Land Bank Committee upon written request from the Purchaser.
- 11) Inspections shall be made on a regular basis until all construction has been completed. The inspections shall be conducted by the Land Bank Administrator or Compliance Officer and may include other City staff as necessary. The purpose of the inspections shall include, but shall not be limited to the following:
- a) Ensure that construction is in conformance with the Building Code, Part Thirteen of the Codified Ordinances of the City of Sandusky and the Residential Code of Ohio;

- b) All required permits are obtained; and
 - c) Monitor adherence to the timeline of completion as provided in Purchaser's Proposal.
- 12) The parties agree that the completion of all items in section nine (9) above by Purchaser in conformance with the Building Code referred to above shall satisfy Purchaser's obligations to complete construction and Purchaser shall not be required to make any additional improvements or repairs. The City of Sandusky's right to re-enter and take possession of the property shall terminate on January 10, 2021 and its reversionary interest shall be extinguished.
- 13) Risk of loss to the premises and appurtenances occurring prior to closing shall be borne by the Seller. If any part of the premises covered by this contract shall be substantially damaged or destroyed from the date of written acceptance of this contract through the date and time of closing, the Seller shall give a written notice to the Purchaser that the damage or destruction had occurred. Such notice must include all pertinent information regarding insurance policies and claims covering the premises that has been damaged or destroyed. The written notice shall be delivered within five (5) calendar days from the date of the discovery of the damage or destruction. The Purchaser then may:
- a) Proceed with the transaction and be entitled to all insurance money, if any, payable to Seller under all policies covering the premises;
 - b) Rescind the contract, by giving written notice to the Seller within ten (10) calendar days after the Seller has delivered written notice to the Purchaser of such damage or destruction and thereby release all parties from liability, in which event the earnest money deposit shall be returned to the Purchaser.
- Failure by the Purchaser to so notify the Seller in writing within the ten (10) calendar days shall constitute an election by the Purchaser to proceed with the transaction.
- Failure by the Seller to provide the required written notice to the Purchaser shall result in the Purchaser, upon discovery of the damage or destruction, having the right to insurance proceeds, reimbursement for repairs or rescind this contract, in which case, the earnest money deposit shall be returned to the Purchaser.
- 14) This Agreement shall be binding on the respective heirs, executors, administrators, successors, and to the extent assignable, on the assigns or nominees of the parties hereto, provided the Purchaser shall not transfer or assign this Agreement without first having obtained the express written consent of the Seller.
- 15) Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States Mail, postage prepaid, certified mail, return receipt

requested, addressed to Seller or Purchaser, as the case may be, at the address set forth under the signatures of such party hereto.

- 16) This Agreement shall be construed under and in accordance with the laws of the State of Ohio. All obligations of the parties created hereunder are performable in Erie County, Ohio.
- 17) In case any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.
- 18) This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the aforesaid subject matter.
- 19) Time is of the essence of the Agreement.
- 20) The descriptive headings used herein are for convenience only and are not intended to necessarily refer to the matter in sections which precede or follow them and have no effect whatsoever in determining the rights or obligations of the parties.
- 21) The terms, promises, covenants and agreements contained in this Agreement of Sale shall apply to, define upon, and inure to the benefit of the parties hereto and their heirs, executors and administrators.
- 22) This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instruments.

SIGNATURE PAGES TO FOLLOW

SELLER:

CITY OF SANDUSKY

Eric L. Wobser, City Manager
240 Columbus Avenue
Sandusky, Ohio 44870

STATE OF OHIO)

) ss:

ERIE COUNTY)

On this _____ day of _____, 2019, before me, a Notary Public in and for said County and State, personally appeared Eric L. Wobser, City Manager of the City of Sandusky, Ohio, and acknowledged his execution of the foregoing instrument as said officer of said City on behalf of said City and by its authority and that the same is his voluntary act and deed as said officer on behalf of said City and the voluntary act and deed of said City.

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

NOTARY PUBLIC

Approved as to Form:

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

EXHIBIT A
(Legal Description)

Situated in the City of Sandusky, County of Erie and State of Ohio, and being Lot Number Eleven (11) on Central Avenue in Anderson's Subdivision, as per Plat recorded in Volume 2 of Plats, page 30, Erie County, Ohio Records.

Be the same more less, but subject to all legal highways.

Address: 1215 Central Avenue, Sandusky, OH 44870

PPN: 58-00805.000

Prior Instrument Reference: Quit Claim Deed dated March 11, 1992, filed March 16, 1992, recorded under Deed Volume 505 at Page 324, Erie County, Ohio Deed Records and Recorded in Book 49 at Page 958, Erie County, Ohio Official Records, Instrument No. 16353



DEPARTMENT of PLANNING

240 Columbus Ave
Sandusky, Ohio 44870
419.627.5730
www.cityofsandusky.com

To: Eric Wobser, City Manager

From: Talon Flohr, Neighborhood Outreach Coordinator

Date: Oct 31, 2019

Subject: **Commission Agenda Item – Support of the Census Complete Count Initiative**

ITEM FOR CONSIDERATION: Requesting a resolution to support the Census Complete Count Initiative through utilization of a Complete Count Community Support Group. This group shall be represented by various sectors within the community; including but not limited to, businesses, foundations, non-profit organizations and educational groups.

BACKGROUND INFORMATION: Every ten (10) years, the United States Government undergoes a constitutionally mandated population count, through the United States census, to determine population and demographic statistics of persons residing in the United States. The results of the census are important for all communities and states as population determines the amount of funding received by states, counties and local communities, totaling around \$675 billion, along with determining congressional representation levels for various areas.

The City of Sandusky has been identified as an expected “Low Response Rate” area and accordingly has been assigned a Census Partnership Specialist. This Partnership Specialist has coordinated with City staff to form a collection of community partners to help spread the word about the upcoming census count.

BUDGETARY INFORMATION: There is no monetary cost to support the Census Complete Count Initiative.

ACTION REQUESTED: It is recommended that the resolution supporting the Census Complete Count Initiative be passed under suspension of the rules and in accordance with Section 14 of the City Charter to allow the group to begin the timely promotion of the upcoming 2020 Census Count.

I concur with this recommendation:

Angela Byington
Planning Director

Eric Wobser
City Manager

cc: K. Kresser, Commission Clerk; S. Martin, Acting Finance Director; T. Hayberger, Law Director

RESOLUTION NO. _____

**A RESOLUTION IN SUPPORT OF THE 2020 CENSUS COMPLETE COUNT INITIATIVE;
AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN
ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

WHEREAS, the U.S. Census Bureau is required by the Constitution of the United States of America to conduct a count of the population and provides a historic opportunity for the City of Sandusky to help shape the foundation of our society and play an active role in American democracy; and

WHEREAS, the City of Sandusky is committed to ensuring every resident is counted and supports the 2020 Census Complete Count Initiative through utilization of a Complete Count Community Support Group represented by various sectors within the community, including businesses, foundations, non-profit organizations, and educational groups; and

WHEREAS, more than \$675 billion per year in Federal and State funding is allocated to communities and decisions are made on matters of national and local importance based on census data, including healthcare, community development, housing, education, transportation, social services, employment, and much more; and

WHEREAS, census data determines how many seats each state will have in the U.S. House of Representatives as well as the redistricting of State legislatures and voting districts; and

WHEREAS, the 2020 Census will create hundreds of thousands of jobs across the nation and every Census Bureau worker takes a lifetime oath to protect confidentiality and ensure that data identifying respondents or their household not be released or shared for 72 years; and

WHEREAS, a group of united voices from businesses, government, community-based and faith-based organizations, educators, media and others will allow the 2020 Census message to reach a broader audience, providing trusted advocates who can spark positive conversations about the 2020 Census; 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 demonstrate the City's support for the 2020 Census and the Census Complete Count Initiative and allow the group to be begin the timely promotion of the upcoming 2020 Census Count; 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 RESOLVED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. This City Commission supports the goals and objectives of the Complete Count Committee formed for the 2020 Census and encourages citizens in the City of Sandusky to participate in events and initiatives that will raise overall awareness of the 2020 Census and increase participation among all populations.

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

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

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

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

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

Passed: November 12, 2019



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: October 23, 2019

Subject: Commission Agenda Item – Combined Sewer Model Calibration

ITEM FOR CONSIDERATION: Ordinance to enter into agreement for professional services with Strand Associates, Inc. (Strand) of Cincinnati, Ohio to provide Combined Sewer Model Calibration including Green Infrastructure Evaluation.

BACKGROUND INFORMATION: As part of the requirements set in the NPDES permit that resulted from years of negotiations with Ohio Environmental Protection Agency (EPA) regarding updates to the Combined Sewer Overflow (CSO) General Plan (Plan), the City agreed to proceed with five construction projects and perform an evaluation of potential green infrastructure (GI) opportunities. The first five projects were estimated at \$18,500,000, which was significantly less than the 10 projects Ohio EPA was asking the City to complete for a total of \$86,325,000. Upon completion of the first five projects and implementation of various GI projects, the City will be required to reevaluate our sewer system in 2025 and renegotiate the next set of projects.

Two projects (East End Sewer Improvements and Grit Tank Expansion) are complete and functioning very well. Two other projects (Farwell & Pier Track Pump Station Upgrades) are currently under construction so we can meet the completion deadline set in the NPDES permit. Staff anticipates initiating design of the fifth project (Mills Street High Rate Treatment) late in 2020.

The City entered into an agreement with Strand in 2016 to evaluate green infrastructure opportunities in the CSO area. This GI evaluation included updating the existing sewer model to ensure proper site selection and proper allocation of available funding. However, Strand quickly noticed that the model created in the early 2000's did not accurately reflect existing conditions. It was based on field data and flow monitoring collected in 2001 and only incorporated a few of the improvements since 2001. Another issue was that the direction from Ohio EPA changed from the 1999 requirement of 80% capture and treatment to the 2015 requirement of 95% to 99% capture and treatment. This new mandate requires the model to be much more refined and accurate than the original version. Therefore, the City entered into an agreement in 2018 with ADS for strategic flow monitoring throughout the combined sewer system. The intent of this project is to collect field data so we could accurately update the original model.

Since the Mills Street HRT project, the fifth project on the list, is estimated at \$10,500,000, it is imperative that the model accurately reflect existing conditions, especially with construction costs dramatically increasing over the past couple years. Any inaccuracies within the model may result in a design that does not adequately address the project's intended purpose. An inaccurate flow could cause the project to be 1) overdesigned – meaning the City paid too much, or 2) under-designed – meaning additional projects would likely be required by Ohio EPA in the future.

Flow meters collected data during the fall of 2018 and spring of 2019. Under a new contract with Strand in 2018, rain gauge data was incorporated, permanent flow meters on the outfalls were evaluated and historical project information was compiled to ensure that an accurate model could be produced.

A Request for Qualifications (RFQ) from consulting firms to undertake the Combined Sewer Model Calibration were received on August 22, 2019. Seven qualification packets were received, of the five consulting firms, Strand Associates Inc. was selected as the most qualified to complete this work based upon their experience, professional expertise and technical ability necessary to complete the required tasks.

The new contract with Strand would be to update the model with all of the background information that has been gathered and develop various model runs based on typical year storm events. Updating the hydraulic model involves quite a bit of analysis, tedious data entry, calibration, adjustments, and recalibration of the sewer system. Strand will also review the effectiveness of the initial projects and identify five (5) green infrastructure priorities that would cost-effectively remove or detain stormwater runoff rather than allowing it to enter the combined sewer system.

The goal is to complete the project by October 2020 and then immediately proceed with the 16-million-gallon Mills Street High Rate Treatment project. As stated earlier, detailed design is dependent on having an accurate model. Since that project may require acquisition, we need to move quickly to meet the 2024 deadline established by the NPDES permit.

BUDGETARY INFORMATION: The amount for the professional services agreement is \$174,000 which will be funded entirely with Sewer Funds and will be updated in the 2020 Five-Year CIP and annual evaluation of sewer rates.

ACTION REQUESTED: It is recommended that an ordinance for a professional services agreement for the Combined Sewer Model Calibration and Green Infrastructure Evaluation project in the amount of \$174,000.00 be approved under suspension of the rules and in accordance with Section 14 of the City Charter in order to meet deadlines established in the NPDES permit.

I concur with this recommendation:

Eric Wobser
City Manager

cc: K. Kresser, Commission Clerk; S. Martin, Acting Finance Director; T. Hayberger, Law Director

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL SERVICES WITH STRAND ASSOCIATES, INC., OF CINCINNATI, OHIO, TO PROVIDE A COMBINED SEWER MODEL CALIBRATION; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, as part of the NPDES modification that resulted from negotiations with the Ohio Environmental Protection Agency (EPA) regarding updates to the Combined Sewer Overflow (CSO) General Plan, the City agreed to proceed with five (5) construction projects and perform an evaluation of potential green infrastructure (GI) opportunities of which two (2) projects (East End Sewer Improvements and Grit Tank Expansion) are complete, two (2) projects (Farwell & Pier Track Pump Station Upgrades) are currently under construction, and the last project (Mills Street High Rate Treatment) is to be initiated in 2020; and

WHEREAS, this City Commission approved an agreement for Professional Services with Strand Associates, Inc., of Cincinnati, Ohio, to perform a Coarse-Level Green Infrastructure Evaluation of the City's General Plan for Combined Sewers by Ordinance No. 15-138, passed September 28, 2015, and subsequently approved an agreement for Professional Services to perform Phase II of the Green Infrastructure Evaluation by Ordinance No. 17-008, passed on January 23, 2017; and

WHEREAS, the Green Infrastructure evaluation included updating the existing sewer model to ensure proper site selection, however, Strand Associates discovered the existing model did not accurately reflect existing conditions as it was based on field data collected in 2001 and only incorporated some of the completed sewer improvement projects since the original modeling and furthermore, the Ohio EPA updated their requirement from 80% capture to 95% - 99% capture, which requires the model to be more refined and accurate than the original version; and

WHEREAS, this City Commission approved agreements for Professional Services with Strand Associates, Inc., of Cincinnati, Ohio, to provide a Combined Sewer Model Update and Flow Monitoring Program Support by Ordinance No. 18-171, passed on August 27, 2018, and with ADS, LLC, d.b.a. ADS Environmental Services of Valley View, Ohio, for the 2018 Combined Sewer Flow Monitoring System Project by Ordinance No. 18-172, passed on August 27, 2018; and

WHEREAS, Strand Associates, Inc. provided professional services which included evaluating all of the existing flow meters, providing technical support to ADS Environmental Services to ensure new, accurate information throughout various CSO catchment areas, performing infrastructure evaluations, processing flow metering information, evaluating data from outside flow metering sources (i.e. Erie County), evaluating lake level effects on the sewer system, assessing rain gauge information, incorporating recent projects into the model based on as-built drawings and provide some baseline data correction within the model; and

WHEREAS, the Mills Street High Rate Treatment Project, the fifth project on the list, is estimated at \$10,500,000, and therefore it is imperative that the model accurately reflect existing conditions; and

WHEREAS, a Request for Qualifications (RFQ) was issued for the Combined Sewer Model Calibration in which seven (7) qualifications were received and evaluated by a selection committee and based upon their experience, professional expertise and technical ability necessary to complete the require tasks, Strand Associates, Inc. of Cincinnati, Ohio, was selected as the most qualified; and

WHEREAS, the professional services to be provided by Strand Associates, Inc. includes updating the model with background information gathered and developing various model runs involving analysis, tedious data entry, calibration, adjustments, and recalibration of the sewer system and includes reviewing the effectiveness of the initial projects and identifying five (5) green infrastructure priorities that would cost-effectively remove or detain stormwater runoff rather than allowing it to enter the combined sewer system; and

WHEREAS, the goal is to complete the combined sewer model calibration, including green infrastructure evaluation, by October of 2020 and then immediately proceed with the Mills Street High Rate Treatment Project, which may require acquisition, to meet the 2024 deadline established by the NPDES permit; and

WHEREAS, the cost of the Professional Services is \$174,000.00 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 meet the deadlines established in the NPDES permit; and

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

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

Section 1. The City Manager is authorized and directed to enter into an agreement with Strand Associates, Inc., of Cincinnati, Ohio, for professional services to provide a Combined Sewer Model Calibration, 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 Seventy Four Thousand and 00/100 Dollars (\$174,000.00).

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

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

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

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

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

Passed: November 12, 2019



October 7, 2019

Mr. Aaron Klein, City Engineer
City of Sandusky
2700 Columbus Ave.
Sandusky, OH 44870

Re: Combined Sewer Model Calibration and Green Infrastructure Evaluation

Dear Aaron,

Strand Associates, Inc.® (Strand) proposes to complete the following Scope of Services for the City's Combined Sewer Model Calibration and Green Infrastructure Evaluation.

Scope of Services

1. Analyze the results of the pilot study currently being conducted by the City on the diversion structure flap gates to understand the effects of backwater on CSO flap gates and its effect on reporting overflow volumes that correlate to existing conditions.
2. Analyze flow monitoring data at various points throughout the collection system to understand the seasonal variations in baseflows both upstream in the collection system and along the interceptors.
3. Delineate collection system catchment areas in GIS format and define impervious areas, flow path length, and other runoff parameters for inclusion in the City's hydraulic model.
4. Review Sandusky Bay level data collected by the City during the flow monitoring period. Compare bay levels to elevations of CSO outfalls and overflow weirs based on survey data collected by the City. Incorporate Sandusky Bay level data collected by the City in the hydraulic model to establish CSO outfall boundary conditions.
5. Calibrate the City's existing hydraulic model using collected rain gage and flow monitoring data in the XP-SWMM software, current version. Adjust model parameters to better correlate with the flow monitoring data at 23 locations collected by the City and 9 locations collected by Erie County during the fall of 2018 and spring of 2019. Insert the average dry weather flows (DWF) and diurnal patterns established during a previous review of flow monitoring data into the model. Compare modeled depth, velocity and flow rate against the flow monitoring data to closely match peak flows, wet weather volumes, and hydrograph shape as suggested in the current version of the Chartered Institution of Water and Environmental Management's *Code of Practice for the Hydraulic Modeling of Urban Drainage Systems*. Three rainfall events from the fall monitoring season and three events from the spring monitoring season will be used for calibration.
6. Perform a Typical Year simulation utilizing the City's 2007 typical year rainfall. Summarize the results of the typical year CSO activity including the annual overflow volume, number of activations, and the percent control of wet weather flow. The results of this analysis will be referred to as the Baseline Condition.
7. Use the Baseline Condition simulation to evaluate system capacity issues, if any, during the typical year and generate a map showing locations of any identified system bottlenecks.

Mr. Aaron Klein
City of Sandusky
Page 2
October 7, 2019

8. Perform a review of the proposed Phase 1 projects included in the 2013 *General Plan Update*, using the updated model. Compare the results of the typical year simulation from the updated model to the results presented in the 2013 *General Plan Update*.
9. Identify up to 5 green infrastructure priority projects to cost-effectively remove/detain stormwater runoff from entering the combined sewer system. Communicate with the City to determine priority areas and identify the type and scale of green infrastructure practices. Modeling simulations are anticipated to be based on the removal of drainage areas tributary to green infrastructure opportunities to quantify the potential CSO volume reduction benefit during the typical year of rainfall.
10. Attend one meeting with the City to discuss the results of the 2013 *General Plan Update* review and solicit input on and review the alternatives analysis.
11. Develop a Technical Memorandum including appendices with opinions of cost and sizing data for each alternative.

Schedule

Services can begin upon authorization from the City and will be completed by October 2020.

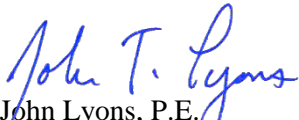
Compensation

Strand will complete these Services for a total estimated fee of \$174,000.

Strand appreciates the opportunity to assist the City with this project. If you have any questions, please feel free to contact me at (513) 861-5600.

Sincerely,

STRAND ASSOCIATES, INC.®


John Lyons, P.E.


Kelly M. Kuhbader, P.E.

AGREEMENT
FOR
PROFESSIONAL DESIGN SERVICES

This Agreement for Professional Design Services (this “Agreement”), made as of _____, 2019, by and between the City of Sandusky (the “City”), whose contact person shall be the Director of Public Services designated below or successor (the “City Engineer”), and Strand Associates, Inc. (the “Engineer”), whose contact person and address are set forth below.

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

Project Name: **Combined Sewer Model Calibration**

Director of Public Works:
Address:

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

Engineer:
Contact:
Address:

Strand Associates, Inc.
Kelly Kuhbander, P.E., LEED AP
615 Elsinore Place
Suite 320
Cincinnati, Ohio 45202

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

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

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

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

ARTICLE 1. RESPONSIBILITIES OF ENGINEER

1.1. Engineer’s Services

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

1.1.2. Timeliness; Standard of Care. The Project Schedule shall be established by mutual agreement between the City and the Engineer within thirty (30) days after the execution hereof. The Engineer shall perform the Engineer's services in accordance with professional standards of skill, care, and diligence in a timely manner in accordance with the Project Schedule and so that the Project shall be completed as expeditiously and economically as possible within the Construction Budget and in the best interests of the City.

1.1.3. Non-Discrimination. The Engineer represents that the Engineer is in compliance with all applicable equal employment opportunity requirements under law, if required by Section 153.59 of the Ohio Revised Code or any other applicable state or federal law.

1.1.4. Consultants. The Engineer may provide services through one or more consultants employed by the Engineer (the "Consultants"); provided, however, the Engineer shall remain responsible to the City for all duties and obligations of the Engineer under this Agreement. Unless waived or otherwise modified in writing by the City upon written request of the Engineer, no Consultant shall be retained upon terms inconsistent with this Agreement. The Engineer shall provide the City Engineer with the names and qualifications of any other proposed Consultant, together with a description of the services to be provided by such Consultant for approval. Once approved by the City Engineer, the identity of any Consultant and the extent of such Consultant's participation in performing the Engineer's services shall not be altered without the written consent of the City Engineer. Upon the request of the City, the Engineer shall terminate the employment of any Consultant. The City may communicate with any Consultant through the Engineer or directly to the Consultant with notice to the Engineer.

1.1.5. Ethics Laws. The Engineer represents that it is familiar with all applicable ethics law requirements, including without limitation Sections 102.04 and 3517.13 of the Ohio Revised Code, and certifies that it is in compliance with such requirements.

1.1.6. Limitation of Authority. The Engineer shall not have any authority to bind the City for the payment of any costs or expenses without the express written approval of the City. The Engineer shall have authority to act on behalf of the City only to the extent provided herein. The Engineer's authority to act on behalf of the City shall be modified only by an amendment in accordance with Subparagraph 9.5.2.

ARTICLE 2. SCOPE OF ENGINEER'S BASIC SERVICES

2.1. General

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

ARTICLE 3. ADDITIONAL SERVICES

3.1. General

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

authorization to provide Additional Services must be obtained prior to providing the Additional Services.

ARTICLE 4. RESPONSIBILITIES OF THE CITY

4.1. Required Actions. The City shall review, approve, or take such actions as are required of the City by this Agreement and applicable law in a reasonable and timely manner.

4.2. Instructions to Contractors. All instructions of the City to Contractors shall be through, or in consultation with, the Engineer.

4.3. City's Requirements. The City shall provide full information regarding its requirements for the Project, any agreements related to the Project, and any design and construction standards and work rules which set forth the City's use, design, time and financial objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability, time constraints imposed by fiscal and budgetary considerations, special equipment, systems and site requirements. The Engineer shall be entitled to rely upon the accuracy and completeness of information provided by the City under this paragraph which the City represents in writing is complete and accurate; provided, however, the City makes no representation for, and the Engineer may not rely upon, information from third parties.

4.4. Authorized Representative. The City has designated the City Engineer or successor to be the City's Authorized Representative, i.e., a person authorized to act on the City's behalf with respect to the Project to the extent provided in the Contract Documents. If the City Engineer is absent or unavailable, the City's Project Engineer shall serve as the City's Authorized Representative.

4.5. Notice to Engineer. If the City observes or otherwise becomes aware of any Defective Work or other fault or defect in the Project, prompt notice thereof shall be given to the Engineer.

4.6. Legal Representation. The City shall not be responsible to provide, or pay for, any legal representation of the Engineer.

ARTICLE 5. COMPENSATION

5.1. Direct Personnel Expense

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

5.1.2. Records. Direct Personnel Expense for the Engineer's employees for such hours of their time as are devoted to performing services to the Project shall be evidenced by time records certified by the Engineer.

5.1.3. Limit. The Engineer shall use all reasonable means to provide Direct Personnel Expenses that are within the limits of the project scope and fees as agreed to with the City.

5.2. Reimbursable Expenses

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

5.2.2. Limits. The Engineer shall use all reasonable means to provide Reimbursable Expenses that are within the limits of the project scope and fee as agreed to with the City.

5.3. Basis of Compensation

5.3.1. Basic Fee. For Basic Services provided by the Engineer and all Consultants, the City shall pay the Engineer a Basic Fee in accordance with Paragraph 5.4 hereof in the amount of one hundred seventy-four dollars and zero cents (\$174,000.00). A change in the Basic Fee may be made only by an amendment in accordance with Subparagraph 9.5.2.

5.3.2. Additional Fees. For Additional Services provided by the Engineer and any Consultants in accordance with Article III, the City shall pay the Engineer Additional Fees in an amount negotiated to the mutual reasonable satisfaction of the City and the Engineer, but in all events, such Additional Fees shall not exceed two and half (2.5) times the Direct Personnel Expense and any applicable Consultant in providing those Additional Services. Additional Fees may be approved only by an amendment in accordance with Subparagraph 9.5.2.

5.3.3. Extent of Basic Fee. The Engineer's Basic Fee includes all compensation for Basic Services, including without limitation, for salaries or other compensation of the Engineer's employees at the principal office, branch offices and the field office, general operating expenses of the Engineer's principal office, branch offices and the field office, any part of the Engineer's capital expenses, including interest on the Engineer's capital employed for the Project, overhead or expenses of any kind, except Reimbursable Expenses, any costs incurred due to the negligence of the Engineer, the Engineer's general advertising, federal, state or local income, sales or other taxes, state franchise taxes and qualification fees, and membership in trade, business or professional organizations.

5.3.4. Total Compensation. The total compensation of the Engineer and all Consultants shall consist of the Basic Fee, any Additional Fees, and Reimbursable Expenses.

5.4. Method and Terms of Payment

5.4.1. Basic Fee. Payment of the Basic Fee shall be made monthly upon invoice of actual services performed. The Basic Fee shall be subject to all setoffs directly related to a revision in the scope of services associated with this agreement.

5.4.2. Additional Fees, Reimbursable Expenses. Payments of Additional Fees for Additional Services in accordance with Article III and Subparagraph 5.3.2 and for Reimbursable Expenses as set forth in Paragraph 5.2 shall be made monthly based upon services performed or expenses incurred, as applicable, and as shown by a properly completed and supported invoice of the Engineer. Invoices

shall be sufficiently detailed and supported to permit review by the City for approval or disapproval of any amounts set forth in the invoice. Non-payment 60 days after receipt of invoice may, at Engineers option, result in suspension of services upon 5 days written notice to the City. Engineer shall not be liable to City for suspension. Upon receipt of payment in full for all reasonably undisputed amounts due, the Engineer will resume services.

5.4.3. Payments by Engineer. Within ten (10) business days of receipt of payment made pursuant to this Agreement, the Engineer shall pay all portions thereof due to Consultants and to persons who provided items the expenses of which are Reimbursable Expenses.

5.4.4. Compensation for Extension of Project Time. If the Engineer notifies the City not less than thirty (30) days prior to the time for completion of the Project set by the Project Schedule established pursuant to Subparagraph 1.1.2, that such time for completion is reasonably expected to be exceeded by more than ten percent (10%) through no fault of the Engineer, the compensation, if any, for Basic Services to be rendered during such extended period shall be negotiated to the mutual reasonable satisfaction of the City and the Engineer. If, as a result of such negotiation, the City agrees that the Engineer shall be paid additional compensation, an amendment to that effect shall be executed in accordance with Subparagraph 9.5.2 before the Engineer renders any services made necessary by such extension of the time of completion, unless otherwise agreed in writing by the City.

ARTICLE 6. INSURANCE AND INDEMNIFICATION

6.1. Insurance

6.1.1. Casualty Insurance. Except when a modification is requested in writing by the Engineer and approved in writing by the City, the Engineer shall carry and maintain at the Engineer's cost, with companies authorized to do business in Ohio, all necessary liability insurance (which shall include as a minimum the requirements set forth below) during the term of this Agreement:

- a. Workers' Compensation and employer's liability insurance to the full extent as required by applicable law;
- b. Commercial general liability coverage for bodily injury and property damage, including limited contractual liability coverage, in not less than the following amounts:
 - i. General Aggregate Limit: \$2,000,000
 - ii. Each Occurrence Limit: \$1,000,000 each occurrence;
- c. Commercial automobile liability coverage, including non-owned and hired, in an amount not less than \$1,000,000.

6.1.2. Professional Liability Insurance. Subject to the City's waiver or modification of Professional Liability Insurance upon written request of the Engineer, the Engineer shall maintain insurance to protect against claims arising from the performance of the Engineer's services caused by any negligent acts, errors, or omissions for which the Engineer is legally liable ("Professional Liability Insurance"). Except when a waiver is approved by the City upon written request of the Engineer, such Professional Liability Insurance shall be in an amount not less than \$1,000,000 per claim and in the annual aggregate. The Engineer shall endeavor to keep such insurance in effect for so long as the Engineer may be held liable for its performance of services for the Project. If the Professional

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

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

6.2. Indemnification

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

6.2.2. Intellectual Property Indemnification. To the fullest extent permitted by law, the Engineer shall and does agree to indemnify and hold harmless the City and its members, officers, officials, employees, and representatives from and against insurable damages, losses, and expenses (including reasonable attorney's fees and other reasonable costs of defense), of any nature, kind or description, which result from infringement of any copyright, patent, or other intangible property right to the extent caused by the negligent act, errors, or omissions of the Engineer, anyone directly or indirectly employed by the Engineer or anyone for whose acts the Engineer is legally liable. The Engineer shall not be required to indemnify and hold harmless such persons for such matters when the claimed infringement occurs in materials provided by the City.

ARTICLE 7. DISPUTE RESOLUTION PROVISIONS

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

7.2. Notice and Filing of Requests. Any request by the Engineer for additional fees or expenses shall be made in writing to the Authorized Representative and filed prior to the final payment of the Basic Fee. Failure of the Engineer to timely make such a request shall constitute a waiver by the Engineer of any request for such fees and expenses.

7.3. Request Information. In every written request filed pursuant to Paragraph 7.2, the Engineer shall provide the nature and amount of the request; identification of persons, entities and events responsible for the request; activities on the Project Schedule affected by the request or new activities

created by any delay and the relationship with existing activities; anticipated duration of any delay; and recommended action to avoid or minimize any future delay.

7.4. Meeting with Authorized Representative. If the Engineer files a written request with the Authorized Representative pursuant to Paragraph 7.2, the Authorized Representative shall, within thirty (30) days of receipt of the request, schedule a meeting in an effort to resolve the request and render a decision on the request promptly thereafter or render a decision on the request without a meeting, unless a mutual agreement is made to extend such time limit. The meeting scheduled by the Authorized Representative shall be attended by Persons expressly and fully authorized to resolve the request on behalf of the Engineer. The Authorized Representative shall render a decision on the request within thirty (30) days of the meeting unless a mutual agreement is made to extend the time for decision.

7.5. Appeal to Commission. If the efforts of the Authorized Representative do not lead to resolution of the request within sixty (60) days of receipt of the request provided pursuant to Paragraph 7.2 the Engineer may appeal to the City's Commission by written notice to the Authorized Representative who shall provide the Engineer an opportunity to present the claim at the Commission's next meeting, the Engineer shall be provided the opportunity to present the claim at the next succeeding meeting of the Commission. The Commission shall render a decision on the request within thirty (30) days of the meeting unless a mutual agreement is made to extend the time for decision. The decision of the Commission shall be final and conclusive, subject to litigation in a court of competent jurisdiction.

7.6. Delegation. No provision of this Paragraph shall prevent the Authorized Representative or the Commission from delegating the duties or authorities of the Authorized Representative or the City to any other Person selected at the discretion of the Authorized Representative.

7.7. Performance. The Engineer shall proceed with the Engineer's performance of this Agreement during any dispute resolution process, unless otherwise agreed by the Engineer and the City in writing. The City shall continue to make payment, in accordance with this Agreement, of any amounts not in dispute pending final resolution of any dispute in accordance with this Paragraph.

ARTICLE 8. TERMINATION AND REMEDIES

8.1. Termination of Agreement

8.1.1. Means of Termination. This Agreement may be terminated by either party upon seven (7) days written notice should the other party fail to perform in accordance with the terms of this Agreement; provided, however, the Engineer shall not terminate this Agreement for non-payment if the City initiates the payment process by preparing, executing, and submitting a voucher for all reasonably undisputed amounts due to the Engineer within ten (10) days of receipt of the Engineer's written notice to terminate. This Agreement may be terminated by the City in whole or in part, without cause upon fifteen (15) days written notice to the Engineer. This Agreement may be terminated in whole or in part, at any time upon the mutual consent of the City and the Engineer.

8.1.2. Engineer's Remedies Upon Termination by City Without Cause or Upon Termination by Engineer. In the event of a termination which is not due to the failure of the Engineer to perform in accordance with the terms of this Agreement, the Engineer shall be compensated for all Basic

Services performed prior to the termination date in accordance with Subparagraph 5.4.1, together with Reimbursable Expenses incurred prior to the termination date. In such event, for services rendered prior to the termination date for Additional Services, the Engineer shall receive compensation or those Additional Services, as applicable, and performed prior to the termination date.

8.1.3. Engineer's Remedies Upon Termination by City for Cause. In the event of a termination which is due to the failure of the Engineer to perform in accordance with the terms of this Agreement, the Engineer shall be compensated only for Basic Services performed and paid for prior to the termination date in accordance with the actual time at billing rates as set forth in 5.3.1., together with Additional Services completely performed prior to the termination date. In such event, the Engineer shall be reimbursed only for Reimbursable Expenses incurred prior to the date of the notice of termination, unless the City consents in writing to the payment of Reimbursable Expenses incurred after that date.

8.1.4. Engineer's Remedies Upon Termination by Mutual Consent. In the event of a termination upon the mutual consent of the City and the Engineer, any compensation for Basic Services or for Additional Services or payment of Reimbursable Expenses shall be negotiated and set forth in an amendment to this Agreement in accordance with Subparagraph 9.5.2 prior to such termination.

8.1.5. Post-Termination Matters. If the City and the Engineer agree that any services are to be performed for the Project by the Engineer after any termination date, the amount of any compensation and the method and terms of payment of such compensation or any Reimbursable Expenses related to such services shall be negotiated and set forth in an amendment to this Agreement in accordance with Subparagraph 9.5.2 prior to the commencement of such services. Such amendment and any relevant provisions of this Agreement shall survive termination of this Agreement.

8.2. Remedies

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

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1. Ownership and Use of Documents

9.1.1. Property of City. Drawings and other documents prepared by, or with the cooperation of, the Engineer or any Consultant pursuant to this Agreement, including all copyrights, are the property of the City whether or not the Project for which they are prepared is commenced or completed. The

Engineer or Consultant, as applicable, may retain copies, including reproducible copies of such drawings and other documents for information and reference. Such drawings or other documents may be used by the City or others employed by the City for reference in any completion, construction, correction, remodeling, renovation, reconstruction, alteration, modification of or addition to the Project, without compensation to the Engineer or Consultant. Such drawings or other documents shall not be used by the City, or be given or sold by the City to be used by others, on other projects except by agreement in writing and with agreed upon appropriate additional services and compensation to the Engineer or Consultant, as applicable. Any reuse by City for any purpose other than that originally intended shall be at the City's sole risk and without liability to the Engineer. If an event occurs for which the Engineer or Consultant may be liable, the City shall notify the Engineer or Consultant of such event as soon as practical after such event and shall provide access to the Project to the Engineer or Consultant and their representatives. This Subparagraph shall survive termination of this Agreement.

9.1.2. **Engineer's Intellectual Property.** All inventions, patents, design patents, and computer programs acquired or developed by the Engineer in connection with or relation to the Project shall remain the property of the Engineer and shall be protected by the City from use by others except by agreement in writing with appropriate and agreed upon compensation to the Engineer.

9.2. **Public Relations.** Prior to completion of the Project, any public relations or publicity about the Project shall be solely within the control and with the consent of the City. The Engineer shall not use the City's name or seal, nor any adaptation thereof, for any advertising or trade purposes, including without limitation press releases, without the express written consent of the City.

9.3. **Records.** The records of all of the Engineer's Direct Personnel Costs, Reimbursable Expenses and payments to Consultants pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to the City at all times and shall be maintained for seven (7) years after final acceptance of the Project by the City. All other records kept by the Engineer related to the Project shall be available to the City at all times and shall be maintained for six (6) years after final acceptance of the Project by the City. Records related to any claim or dispute shall be retained for any longer period necessary to finally resolve the claim or dispute.

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

9.5. **Extent of Agreement**

9.5.1. **Entire Agreement.** This Agreement represents the entire and integrated agreement between the City and the Engineer and supersede all prior negotiations, representations or agreements, either written or oral.

9.5.2. **Amendments.** This Agreement may be amended only by an amendment prepared by the City and signed by both the Engineer and the City.

9.5.3. **Multiple Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

9.5.4. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections hereof.

9.5.5. Conditions to Validity. None of the rights, duties, and obligations contained in this Agreement shall be binding on any party until all legal requirements have been complied with.

9.6. Governing Law

9.6.1. Law of Ohio. This Agreement shall be governed by the law of the State of Ohio to the exclusion of the law of any other jurisdiction and the Erie County, Ohio Court of Common Pleas shall have jurisdiction over any action hereunder or related to the Project to the exclusion of any other forum.

9.6.2. Capitalized Terms. Capitalized terms in this Agreement shall have the same meaning as those in the Standard Conditions, unless otherwise defined herein or unless another meaning is indicated by the context.

9.7. Notices

9.7.1. Addresses. All notices, certificates, requests, or other communications hereunder shall be in writing and shall be deemed to be given if delivered in person to the individual or to a member of the company or organization for whom the notice is intended, or if delivered at or mailed by registered or certified mail, postage prepaid, to the appropriate address listed on the first page hereof.

9.7.2. Facsimiles. For convenience of communication only, notices, certificates, requests, or other communications hereunder of fewer than ten (10) pages, except requests for payment, may be sent by facsimile transmission to the City at (419) 627-5933 and to the Engineer at 513-861-5601. Notices, certificates, requests, or other communications sent by facsimile transmission shall not be deemed to be given unless a counterpart is received or mailed in accordance with Subparagraph 9.7.1. Requests for payment may be sent to the City by facsimile transmission only upon specific direction from the City.

9.7.3. Emergencies. In the event of an emergency involving the Project, including, without limitation, a fatality, serious injury, fire, collapse, flood, utility or power loss to occupied facilities, explosion, or environmental damage, the Engineer shall immediately notify the City by telephone.

9.7.4. Change of Address. The City or the Engineer may, by notice given hereunder, designate any further or different addresses telephone numbers or facsimile numbers to which subsequent notices, certificates, requests, or communications shall be sent.

9.8. Severability. If any provision of this Agreement, or any covenant, obligation or agreement contained herein is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if such invalid or unenforceable provision were not contained herein. Such invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement, shall be deemed to be effective, operative, made, entered into, or taken in the manner and to the full extent permitted by law.

9.9. Independent Contractor. The Engineer and any Consultant is an independent contractor with respect to any services performed hereunder. Neither the Engineer, nor any Consultant, shall be deemed to be servants, employees, or agents of the City.

DRAFT

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

Strand Associates, Inc.

By: _____

By: _____

CITY OF SANDUSKY, OHIO

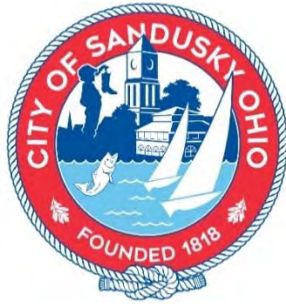
By: _____

Eric L. Wobser
City Manager

APPROVAL:

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

Trevor Hayberger
Law Director



COMMUNITY DEVELOPMENT

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

To: Eric L. Wobser, City Manager
From: Matthew D. Lasko, Chief Development Officer
Date: October 29, 2019
Subject: Commission Agenda Item – Amendment to Chapter 531 of the City of Sandusky Codified Ordinances.

Items for Consideration: Legislation approving certain amended and new language related to Chapter 531 of the City of Sandusky Codified Ordinances (Nuisances Generally).

Background Information: As currently written, the City's Codified Ordinances do not categorize the existence of graffiti on a property or premises as a nuisance – as is the case for inoperable vehicles or tall grass as two examples. As such, the City does not currently have the ability to cite property owners for the presence of graffiti on a property or premise, compel the property owner to remove the graffiti nor can the City abate the graffiti if unabated by the owner. However, the presence of graffiti on properties and premises throughout the City exists and reports to the City's Code Compliance Division in 2019 have increased. Therefore, certain amendments and additions to Chapter 531 are being proposed for consideration.

It is proposed that Chapter 531 be amended and added to, to accomplish several items:

- (1) Declaring graffiti as a public nuisance,
- (2) Making it unlawful for graffiti to exist on any premises (residential, commercial, industrial or other) – meaning not just dwellings or buildings, but any location on any parcel of land surrounding dwellings or buildings, including but not limited to, fences, walkways and appurtenances,
- (3) Requiring property owners to, at all times, keep premises and property on the premises free from graffiti and removing graffiti when present, and
- (4) Granting the City the ability to abate graffiti when not abated by the owner (which is the case with most other nuisance conditions that remain unabated after perfecting notice) and bill the property owner for the abatement.

It is further requested that this amended ordinance become effective on January 1, 2020.

Budgetary Information: There is no budgetary effect of the proposed amendments and additions to Chapter 531 of the City of Sandusky Codified Ordinances (Nuisances Generally).

Action Requested: It is requested that the proper legislation be prepared to amend Chapter 531 of the City of Sandusky Codified Ordinances (Nuisances Generally).

I concur with this recommendation:

Eric L. Wobser

City Manager

Matthew D. Lasko, MUPDD, MSSA

Chief Development Officer

cc: Kelly Kresser, Clerk of the City Commission
Sally Martin, Acting Finance Director
Trevor Hayberger, Law Director

ORDINANCE NO. _____

AN ORDINANCE AMENDING PART FIVE (GENERAL OFFENSES CODE), CHAPTER 531 (NUISANCES GENERALLY), SECTIONS 531.01 (DEFINITIONS) AND 531.02 (PUBLIC NUISANCE) AND ADOPTING NEW SECTION 531.05 (GRAFFITI) OF THE CODIFIED ORDINANCES OF THE CITY SANDUSKY, IN THE MANNER AND WAY SPECIFICALLY SET FORTH HEREINBELOW.

WHEREAS, the purpose of the amendment is to declare graffiti as a public nuisance and therefore subject to the enforcement provisions provided in Chapter 531 for other nuisances; and

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

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

NEW LANGUAGE APPEARS IN BOLD PRINT

LANGUAGE TO BE STRICKEN APPEARS WITH A STRIKE THROUGH IT

LANGUAGE TO REMAIN UNCHANGED APPEARS IN REGULAR PRINT

Section 1. Part Five (General Offenses Code), Chapter 531 (Nuisances Generally), of the Codified Ordinances of the City be amended by the adoption of new Section 531.05 (Graffiti), and the amendment of Section 531.01 (Definitions) and Section 531.02 (Public Nuisance) and the renumbering of the remaining sections of Chapter 531 as follows:

CHAPTER 531
Nuisances Generally

GARBAGE AND REFUSE

- 531.01 Definitions.
- 531.02 Public nuisance.
- 531.03 Littering.
- 531.04 Other littering.
- 531.05 Graffiti.**
- ~~531.056~~ Inspection; abatement.

WEEDS

- ~~531.06~~**7** Definitions.
- ~~531.07~~**8** Cutting of noxious weeds and grass.
- ~~531.08~~**9** Notice to cut; duty of Housing Code Compliance Officer.
- ~~531.09~~**10** Failure to comply.
- ~~531.10~~**11** Procedure when owner fails to comply with notice.
- ~~531.11~~**12** Payment of costs; unpaid costs a lien.
- ~~531.12~~**13** Responsibility of adjacent owner.

MISCELLANEOUS

- ~~531.13~~**4** Use of unopened streets.

- 531.145 Storage of tires.
- 531.156 Unlicensed and junk motor vehicles on private property with permission of owners; notice of removal and impounding.
- 531.167 Criminal activity as a nuisance; user charge for excessive consumption of public services.
- 531.99 Penalty.

CROSS REFERENCES

Nuisances - see Ohio R.C. Ch. 3767

Notice to cut weeds - see Ohio R.C. 731.51

Procedure when owner fails to comply with notice - see Ohio R.C. 731.53

Payment of costs; unpaid costs a lien - see Ohio R.C. 731.54

531.01 DEFINITIONS.

For purposes of this Chapter, the following words and phrases shall have the following meanings:

(a) "Garbage" means all putrescible wastes except wastes of the human body and other water-carried wastes, including all vegetable and animal wastes resulting from the handling, preparation, cooking and/or consumption of foods, and any container that has contained food or liquid prepared for the consumption of humans or animals.

(b) "Graffiti" means any unauthorized inscription, design, word, figure, or mark of any type that is drawn, marked, painted, etched, scratched or written upon on any premises, including buildings, structures, fixtures or other improvements, whether permanent or temporary, whether public or private, which is visible from a public space, the public right-of-way, or any other location a Code Compliance Officer has the right to be.

(bc) "Hazardous waste" shall have the same meaning set forth in Ohio R.C. 3734.01 or any successor thereof or amendment thereto.

(ed) "Infectious waste" shall have the same meaning set forth in Ohio R.C. 3734.01 or any successor thereof or amendment thereto.

(de) "Inoperable motor vehicle" means a motor vehicle the condition of which is wrecked, dismantled and/or partially dismantled whereby it is incapable of operation and/or use under its own power; from which the wheels, engine, transmission and/or any other substantial part thereof has been removed; and/or upon which there is not affixed valid evidence of current registration as required by applicable laws of the State.

(ef) "Inoperable recreational vehicle" means a recreational vehicle the condition of which is wrecked, dismantled and/or partially dismantled whereby it is incapable of operation and/or use; from which the wheels and/or any other substantial parts thereof have been removed; and/or upon which there is not affixed valid evidence of current registration as required by applicable laws of the State.

(~~f~~g) "Inoperable trailer" means a trailer the condition of which is wrecked, dismantled and/or partially dismantled whereby it is incapable of operation and/or use; from which the wheels and/or any other substantial parts thereof have been removed; and/or upon which there is not affixed valid evidence of current registration as required by applicable laws of the State.

(~~g~~h) "Inoperable watercraft" means a watercraft the condition of which is wrecked, dismantled and/or partially dismantled whereby it is incapable of operation and/or use as a watercraft; upon which there is not affixed valid evidence of current registration as a watercraft as required by applicable laws of the State; and/or which as a result of its overall condition is not useable as a watercraft.

(~~h~~i) "Open burning" shall have the same meaning set forth in Ohio R.C. 3734.01 or any successor thereof or amendment thereto.

(~~i~~j) "Open dumping" shall have the same meaning set forth in Ohio R.C. 3734.01 or any successor thereof or amendment thereto.

(~~j~~k) "Junk" means old or scrap copper, brass, rope, rags, batteries, paper, rubber, lumber, pipe, used building materials, roofing; old or scrap iron, steel or other ferrous or nonferrous materials which are not legitimately held for sale in due course for remelting purposes by an establishment having facilities for the processing of such materials which is located in an appropriate land use zone under the Zoning Ordinance of the City.

(~~k~~l) "Motor vehicle" shall have the same meaning as set forth in Chapter 301 or any successor thereof or amendment thereto.

(m) **"Premises" means not only the dwelling and any other building of any kind or nature located on the property, but also the entire parcel of land surrounding the buildings, including, but not limited to, fences, walkways, walls, and appurtenances.**

(~~l~~n) "Property" means any real property within the City.

(~~m~~o) "Private property" means any real property within the City, which is privately titled or owned, and which is not defined as public property hereunder.

(~~n~~p) "Public property" means any real property within the City, which is titled to, owned by, or within the sole and exclusive control of the City of Sandusky, Ohio; Erie County; and/or the State of Ohio, including, but not by way of limitation buildings, structures, parking lots, parks, streets, sidewalks, swales, rights of way and easements.

(~~o~~q) "Recreational vehicle" shall have the same meaning set forth in Ohio R.C. 4501.01 or any successor thereof, or amendment thereto.

(~~p~~r) "Refuse" means ashes, crockery, bottles, cans, paper and other wood pulp products, boxes, rags, grass clippings and other cut vegetation; old, used or discarded clothing, bedding, mattresses, furniture and appliances; rubbish, dirt,

nails, pieces of glass, and oil; and all other non-putrescible wastes not included in the definition of "garbage" set forth herein.

(~~qs~~) "Solid wastes" shall have the same meaning set forth in Ohio R.C. 3734.01 or any successor thereof or amendment thereto.

(~~rt~~) "Trailer" shall have the same meaning set forth in Ohio R.C. 4501.01 or any successor thereof, or amendment thereto.

(~~su~~) "Watercraft" shall have the same meaning set forth in Ohio R.C. 1547.01 or any successor thereof or amendment thereto.

(~~tv~~) "Wrecked motor vehicle" means any motor vehicle which is wrecked, dismantled or partially dismantled whereby it is incapable of operation by its own power, or from which the wheels, engine, transmission and/or any other substantial parts thereof have been removed.

(~~uw~~) "Wrecked recreational vehicle" means any recreational vehicle which is wrecked, dismantled or partially dismantled whereby it is incapable of operation, or use or from which the wheels and/or any other substantial parts have been removed.

(~~vx~~) "Wrecked trailer" means any trailer which is wrecked, dismantled or partially dismantled whereby it is incapable of operation or use, or from which the wheels and/or any other substantial parts have been removed.

(~~wy~~) "Wrecked watercraft" means any watercraft which is wrecked, dismantled or partially dismantled whereby it is no longer seaworthy or it is incapable of use as a watercraft.

~~(1980 Code 93.01)~~

531.02 PUBLIC NUISANCE.

(a) Each of the following shall be deemed to constitute a public nuisance:

- (1) The accumulation, storage and/or disposition of garbage, refuse, hazardous waste, infectious wastes and/or solid wastes in any manner other than as provided and allowed by these Codified Ordinances and/or any other applicable state or local law or regulation in a manner consistent with and permitted by the same;
- (2) The accumulation and/or storage of junk at any place except in a wholly enclosed building or structure, or in a junkyard permitted by these Codified Ordinances and/or applicable state or local law or regulation in a manner consistent with and permitted by the same;
- (3) The parking, storing or leaving, or permitting the parking, storing or leaving of any wrecked and/or inoperable motor vehicle, trailer, recreational vehicle or watercraft of any kind,

or any motor vehicle, trailer, recreational vehicle or watercraft upon which evidence of current and effective registration as required by law is not displayed, upon any private property within the City except that any such motor vehicle, trailer, recreational vehicle or watercraft may be parked, stored or left upon private property for a single period of time not to exceed five days in total duration;

- (4) The accumulation and/or storage of motor vehicle parts upon private property except in a wholly enclosed building or structure, or in a junkyard permitted by these Codified Ordinances and/or applicable state or local regulations, in a manner consistent with, and permitted by the same;
- (5) The use or occupation of any private land, real estate, house, building, residence, apartment or structure in any manner which is in violation of Ohio R.C. 2925.13, Section 513.07 and/or any other provision of this Chapter, Ohio R.C. 4301.73, 4301.74 and/or 4399.09 and Ohio R.C. 2907.37 or any successor thereof or amendment thereto;
- (6) Open burning and/or open dumping;

(7) Graffiti.

(b) This section shall not apply to:

- (1) Any motor vehicle, recreational vehicle, trailer or watercraft which is inoperable by virtue of its failure to bear affixed thereupon valid evidence of its current registration as required by law which is parked, kept or stored wholly within a building on private property provided said building is totally enclosed, or to any motor vehicle, recreational vehicle, trailer or watercraft which is rendered inoperable for any other reason which is parked, kept or stored wholly within a building on private property;
- (2) Any motor vehicle, recreational vehicle, trailer or watercraft held in connection with a properly licensed business enterprise which is properly operated within an appropriate land use zone pursuant to the Zoning Ordinance of the City, when such motor vehicle or watercraft is kept for sale or resale, or for repair in the normal course of such business operation.

(c) No person owning, occupying or otherwise having charge of or control over any property, shall commit any act or series of acts which constitute a public nuisance.

~~(1980 Code 93.02)~~

NEW SECTION

531.05 GRAFFITI.

(a) Graffiti in violation of this Chapter is detrimental to the health, safety and welfare of the City and is therefore expressly declared to be a public nuisance subject to the removal and/or abatement provisions specified in this Chapter.

(b) It is the duty of an owner of property in the City to, at all times, keep the premises and all personal property located on the premises, free from graffiti, and otherwise comply with the requirements of this Chapter.

(c) It shall be the responsibility of the owner to remove the graffiti and restore said premises to an approved state of maintenance and repair.

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

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

Section 4. This Ordinance shall be in full force and effect from and after January 1, 2020.

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

ATTEST:

KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: