



SANDUSKY CITY COMMISSION  
REGULAR SESSION AGENDA  
JULY 10, 2017  
CITY HALL, 222 MEIGS STREET

INVOCATION	D. Brady
PLEDGE OF ALLEGIANCE	
CALL TO ORDER	
ROLL CALL	D. Brady, D. Waddington, W. Poole, D. Murray, N. Twine, G. Lockhart & N. Lloyd
APPROVAL OF MINUTES	June 26, 2017
AUDIENCE PARTICIPATION	
PRESENTATION	John Orzech – Chief of Police Introduction of new Police Officers Talon Flohr – Neighborhood Outreach Coordinator Sandusky Neighborhood Initiative
COMMUNICATIONS	
CURRENT BUSINESS	

**CONSENT AGENDA ITEMS**

**SECOND READING**

**A. Submitted by Arielle Blanca, Community Development Manager**

**AMENDMENT TO OPEN HOUSING CODE RELATED TO FAIR HOUSING**

**Budgetary Information:** There will be no impact to the general fund.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed amending Part Five (General Offenses Code) Chapter 539 (Open Housing Code), of the codified ordinances, in the manner and way specifically set forth hereinbelow.

**B. Submitted by Angela Byington, Planning Director**

**AGREEMENT WITH MEDICAID BILLING SOLUTIONS, INC. FOR MEDICAID BILLING SERVICES FOR SANDUSKY TRANSIT SYSTEM**

**Budgetary Information:** The fee for this service shall be three percent of the revenue received by Sandusky Transit as a result of Medicaid Billing Solutions, Inc. billing services. The exact amount that will be billed annually cannot be quantified, however, it is anticipated that it would be a minimum of \$6,000 annually.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement for billing services with Medicaid Billing Solutions, Inc., of Cincinnati, Ohio, for services related to the Sandusky Transit System; 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**

**RESIDENTIAL DEMOLITION PROJECT #2 – CHANGE ORDER (DEDUCT)**

**Budgetary Information:** Change Order #1 and final will decrease the contract with Ed Burdue & Company, LLC, by \$10,425. The current contract amount with Ed Burdue & Company is \$53,970. The revised contract amount including Change Order #1 is \$43,545. This project will be paid for with \$33,045 of FY 2016 Community Development Block Grant funds and \$10,500 of insurance fire funds.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to approve the first and final change order for work performed by Ed Burdue & Company, LLC of Sandusky, Ohio, for the CDBG FY 2016 residential demolition project #2; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

**D. Submitted by Kelly Kresser, Commission Clerk**

**It is requested the Commission Clerk be authorized to notify the Ohio Division of Liquor Control the city does not request a hearing regarding the request for new C1 (beer only in original sealed container for carryout only) and C2 (wine and mixed beverages in sealed containers for carryout) liquor permits for Family Dollar Stores of Ohio, Inc. dba Family Dollar 1967, 1622 Cleveland Road, Sandusky.**

## **REGULAR AGENDA ITEMS**

### **ITEM #1 – Submitted by Angela Byington, Planning Director**

#### **ADOPTION OF THE SANDUSKY NEIGHBORHOOD INITIATIVE**

**Budgetary Information:** There is no cost associated with the adoption of the plan. The cost of preparing the plan was previously approved by City Commission. The cost of implementation will be determined as funds become available and projects are costed or bid as applicable. Projects exceeding \$10,000 will be brought to City Commission for approval. Funds that have been set aside for implementation include: \$60,000 annually from the Dorn Foundation, \$60,000 annually from city neighborhood funds, \$120,000 annually of model block funds and future leveraged grants and donations.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed approving and adopting the Sandusky Neighborhood Initiative Plan for the City of Sandusky; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

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### **ITEM #2 – Submitted by Jane Cullen, Project Engineer**

#### **AWARD OF CONTRACT TO C&K INDUSTRIAL SERVICE FOR VENICE ROAD SANITARY SEWER CLEANING PROJECT**

**Budgetary Information:** The total cost of the project, based on the bid and including engineering, inspection, advertising and miscellaneous costs is \$27,947.70 and will be paid with sewer funds from the operating and maintenance budget.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to enter into a contract with C & K Industrial Service of Cleveland, Ohio, for the Venice Road 30" sanitary sewer cleaning project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

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### **ITEM #3 – Submitted by Jane Cullen, Project Engineer**

#### **PROFESSIONAL SERVICES AGREEMENT WITH K.E. MCCARTNEY & ASSOCIATES, INC. FOR DESIGN OF THORPE DRIVE CULVERT REPLACEMENT PROJECT**

**Budgetary Information:** The not to exceed cost for professional design services is \$21,480 and will be paid with capital projects funds made available through Issue 8.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement for professional design services with K.E. McCartney & Associates, Inc. of Mansfield, Ohio, for the Thorpe Drive culvert replacement project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

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### **ITEM #4 – Submitted by Aaron Klein, Director of Public Works**

#### **ACCEPTING BIDS FOR 2017 SIDEWALK REPAIR & REPLACEMENT PROJECT**

**Budgetary Information:** The estimated cost of the project including engineering, inspection, advertising and miscellaneous costs is \$93,530 and will be paid with capital projects funds made available through Issue 8. The engineer's estimate for the project is \$89,076.25.

**RESOLUTION NO. \_\_\_\_\_:** It is requested a resolution be passed declaring the necessity for the city to proceed with the proposed 2017 sidewalk repair and replacement project; approving the specifications and engineer's estimate of cost thereof; and directing the City Manager to advertise for and receive bids in relation thereto; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the city charter.

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

#### **AWARD OF CONTRACT TO ELLET NEON SALES & SERVICE, INC. FOR WAYFINDING AND SIGNAGE PROJECT**

**Budgetary Information:** The total cost, based on bids and including planning, design, construction, inspection and advertising is \$486,399 to be paid through the funding sources listed below. The city's portion, which has been fully expended, was drawn from capital projects funds (Issue 8). The construction portion of this project, which would be \$360,399 will utilize funds from federal highway/ODOT through the Erie County MPO totaling \$136,680 and private funds totaling \$223,719.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to enter into a contract with Ellet Neon Sales & Service, Inc., of Akron, Ohio, for the wayfinding and signage project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

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**ITEM #6 – Submitted by Aaron Klein, Director of Public Works**

**PROFESSIONAL SERVICES AGREEMENT WITH K.E. MCCARTNEY & ASSOCIATES FOR WAYFINDING AND SIGNAGE PROJECT**

**Budgetary Information:** The total cost of planning, design, construction, inspection and advertising is \$486,399 to be paid through the funding sources listed below. The city’s portion, which has been fully expended, was drawn from capital projects funds (Issue 8). The cost of these professional services for project coordination, construction, administration and inspection is not to exceed \$24,750 and will be paid entirely with private funds. Various partners have contributed to the funding for this program including:

Federal Highway/ODOT (via MPO)	\$165,000.00
Private: Lake Erie Shores & Islands	150,000.00
City of Sandusky	72,930.00
Private: Firelands Regional Medical Center	50,000.00
Private: Cedar Fair	<u>50,000.00</u>
<b>TOTAL</b>	<b>\$486,399.00</b>

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement for professional services with K.E. McCartney & Associates, Inc., of Elyria, Ohio, for project coordination, construction, administration and inspection services for the wayfinding and signage project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

**ITEM #7 – Submitted by Jeff Keefe, Project Engineer**

**PROFESSIONAL DESIGN SERVICES AGREEMENT WITH WSP USA, INC. FOR COLUMBUS AVENUE, SCOTT STREET & COLUMBUS AVENUE INTERSECTION IMPROVEMENTS**

**Budgetary Information:** The final design cost is \$41,500 and shall be paid with CDBG funds.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement for professional design services with WSP USA, Inc., of Cleveland, Ohio, for the Columbus-Scott-Campbell Street intersection improvements project as part of the Campbell Street resurfacing project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

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

**AMENDMENT TO AGREEMENT WITH STRAND & ASSOCIATES FOR PHASE II GREEN INFRASTRUCTURE EVALUATION**

**Budgetary Information:** The amendment to the scope of services outlined above will reduce the agreement amount by \$13,803.91 making the not-to-exceed amount for the agreement \$51,196.09 which will be funded entirely with sewer funds. The original agreement was \$65,000 of which \$21,196 has already been spent.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to enter into an amendment to the agreement for professional services with Strand Associates Inc. of Cincinnati, Ohio, to perform a green infrastructure evaluation, Phase II, of the city’s General Plan for combined sewers; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

**ITEM #9 – Submitted by Aaron Klein, Director of Public Works**

**PROFESSIONAL SERVICES AGREEMENT WITH BIOHABITATS FOR SANDUSKY BAY STRATEGIC RESTORATION INITIATIVE**

**Budgetary Information:** The total cost of this agreement is \$229,242 but there is no financial impact to the city budget as all costs associated with this project will be split evenly between the State capital funds and federal capital funds. The remaining \$10,758 will be reimbursable by the city for actual time associated with the project and will be directly applied to the Public Works Department wages and fringes portion of the operating and maintenance budget.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to enter into a professional services and subgrant agreement with Biohabitats, Inc., of Baltimore, Maryland, for the Sandusky Bay strategic restoration initiative; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

**CITY MANAGER’S REPORT**

**OLD BUSINESS**

**NEW BUSINESS**

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

**EXECUTIVE SESSION(S)**

**ADJOURNMENT**

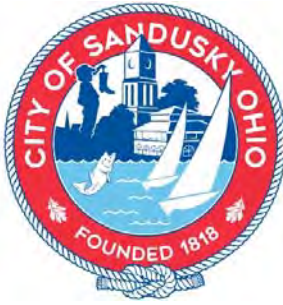
**Buckeye Broadband broadcasts on Channel 76:**

**Monday, July 12 at 8:30 p.m.**

**Tuesday, June 13 at 5 p.m.**

**Monday, July 19 at 8:30 p.m.**

**YouTube:** <https://www.youtube.com/channel/UCBxZ482ZeTTixaRm16YWWTQ>



**COMMUNITY DEVELOPMENT**  
**DIVISION OF PLANNING AND ZONING**

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**To:** Eric Wobser, City Manager  
**From:** Arielle Blanca, Community Development Manager  
**Date:** June 12, 2017  
**Subject:** Commission Agenda Item – Amendment to Chapter 539, Open Housing Code, of the City of Sandusky Codified Ordinance

**Item for Consideration:** Amend Chapter 539, Open Housing Code, of the City of Sandusky Codified Ordinance for the addition of two Fair Housing protected classes.

**Background Information:** Chapter 539, Open Housing Code, of the City of Sandusky Codified Ordinance was passed in 1980 and does not list all of the required Fair Housing protected classes. Since the ordinance passed, “Familial Status” has been added as a Federal protected class. In addition, the State of Ohio has added “Military Status” as a protected class.

In March 2017, The U.S. Department of Housing and Urban Development (HUD) conducted a monitoring visit of the City of Sandusky Fair Housing Program and required that the City amend the Open Housing Code to include “Familial Status” as a protected class to comply with 42 U.S.C. 3615, the minimum standard that all state and local codes must meet. Additionally, HUD recommended that the City include “Military Status” as a protected class to meet the State of Ohio’s standards.

**Budgetary Impact:** There will be no impact to the general fund.

**Action Requested:** It is requested that City Commission approve the proposed amendment to Chapter 539, Open Housing Code, of the City of Sandusky Codified Ordinance for the additional of two Fair Housing protected classes.

I concur with this recommendation:

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Eric Wobser  
City Manager

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Angela Byington, AICP  
Department of Community Development

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

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING PART FIVE (GENERAL OFFENSES CODE), CHAPTER 539 (OPEN HOUSING CODE), OF THE CODIFIED ORDINANCES, IN THE MANNER AND WAY SPECIFICALLY SET FORTH HEREINBELOW.**

**WHEREAS**, on March 28, 2017, the U.S. Department of Housing and Urban Development (HUD) conducted an onsite monitoring review to assess the City's Fair Housing Program and subsequently reported a finding that required corrective action to amend the City's Open Housing Code to include "Familial Status" as a protected class in order to comply with the Fair Housing Act and 42 U.S.C. 3615 and furthermore recommended to include "Military Status" as a protected class in order to meet the State of Ohio's standards; 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 539 (Open Housing Code), of the Codified Ordinances of the City is hereby amended as follows:

CHAPTER 539  
Open Housing Code

- 539.01 Definitions.
- 539.02 Applicability of chapter.
- 539.03 Unlawful discriminatory practices.
- 539.04 Misrepresentation.
- 539.05 Administration; powers.
- 539.06 Enforcement procedure.
- 539.07 Injunctive relief.
- 539.08 Civil action.
- 539.99 Penalty.

CROSS REFERENCES

Unlawful discriminatory practices - see Ohio R.C . 4112.02

539.01 DEFINITIONS.

For purposes of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

(a) "Commercial housing" means housing accommodations held or offered for sale or rent by a real estate broker, salesman, or agent, or by any

other person pursuant to authorization of the owner, by the owner himself, or by legal representatives.

(b) "Discriminate" includes segregate or separate.

(c) "Housing accommodations" means any building or structure or portion thereof which is used or occupied or is intended, arranged, or designed to be used or occupied as the home residence or sleeping place of one or more individuals, groups, or families, whether or not living independently of each other; and any vacant land offered for sale or leased for commercial housing.

(d) "Person" means one or more individuals, partnerships, associations, organizations, corporations, legal representatives, trustees, trustees in bankruptcy, receivers, and other organized groups of persons. This term also includes, but is not limited to, any owner, lessor, assignor, builder, manager, broker, salesman, agent, employee, lending institution and, to the extent possible, all governmental agencies, state and federal, the state, and all political subdivisions, authorities, agencies, boards, and commissions thereof.

(e) "Personal residence" means a building or structure or portion thereof containing living quarters occupied or intended to be occupied by one or more individuals, groups, or families, whether or not living independently of each other, and occupied by the owner thereof as a bona fide residence for himself and any members of his family forming his household.

(f) "Restrictive covenant" means any specification limiting the transfer, rental, lease, or other use of any housing because of race, color, religion ancestry, national origin, sex, **familial status, military status**, or handicap, or any limitation based upon affiliation with or approval by any person, directly or indirectly, employing race, color, religion, ancestry, national origin, sex, **familial status, military status**, or handicap as a condition of affiliation or approval.

(g) "Unlawful discriminatory practice "means any act prohibited by Section 539.03.

~~(1980 Code 155.01)~~

#### 539.02 APPLICABILITY OF CHAPTER.

The definitions in Section 539.01 notwithstanding, the terms and provisions of this chapter shall not apply in the following instances:

(a) To the rental of housing accommodations in his personal residence by the owner or occupier thereof when occupied by him as a bona fide residence for himself and any members of his family forming his household;

(b) To the rental of housing accommodations in a building or structure or portion thereof containing living quarters occupied or intended to be occupied by no more than two individuals, two groups, or two families living independently of each other, and one of which is occupied by the owner thereof as a bona fide residence for himself and any members of his family forming his household;

(c) To the sale of his personal residence by the owner unless advertised in any manner or way, or held or offered by sale by a real estate broker, salesman, or agent, or by any other person pursuant to authorization of the owner; and these definitions and the other terms and provisions of this chapter shall be presumed to exclude the same.

(1980 Code 155.02)

#### 539.03 UNLAWFUL DISCRIMINATORY PRACTICES.

- (a) It shall be unlawful discriminatory practice for any person to:
- (1) Refuse to sell, transfer, assign, rent, lease, sublease, finance, or otherwise deny or withhold commercial housing from any person because of the race, color, religion, ancestry, national origin, sex, **familial status, military status,** or handicap of any prospective owner, occupant, or user of the commercial housing;
  - (2) Represent to any person that commercial housing is not available for inspection when in fact it is available;
  - (3) Refuse to lend money, whether or not secured by mortgage or otherwise, for the acquisition, construction, rehabilitation, repair, or maintenance of commercial housing or personal residence, or otherwise withhold financing of commercial housing or a personal residence from any person because of the race, color, religion, ancestry, national origin, sex, **familial status, military status,** or handicap of any present or prospective owner, occupant, or user of such commercial housing, provided such person, whether an individual, corporation, or association of any type, lends money as one of the principal aspects of his business or incidental to his principal business, and not only as a part of the purchase price of an owner-occupied residence he is selling nor merely casually or occasionally to a relative or friend;
  - (4) Discriminate against any person in the terms or conditions of selling, transferring, assigning, renting, leasing, or subleasing any commercial housing, or in furnishing facilities, services, or privileges in connection with the ownership, occupancy, or use of any commercial housing because of the race, color, religion, ancestry, national origin, sex, **familial status, military status,** or handicap of any present or prospective owner, occupant, or user of such commercial housing;
  - (5) Discriminate against any person in the terms or conditions of any loan of money, whether or not secured by mortgage or otherwise, for the acquisition, construction, rehabilitation, repair, or maintenance of commercial housing or a personal residence because of the race, color, religion, ancestry, national origin, sex, **familial status, military status,** or handicap of any present or prospective owner, occupant, or user of such commercial housing or personal residence;
  - (6) Print, publish, or circulate any statement or advertisement relating to the sale, transfer, assignment, rental, lease, sublease, or acquisition of any commercial housing or personal residence, or the loan of money, whether or not secured by mortgage or otherwise, for the acquisition, construction, rehabilitation, repair, or maintenance of commercial housing or a personal residence which indicates any preference, limitation, specification, or discrimination based upon race, color, religion, ancestry, national origin, sex, **familial status, military status,** or handicap;
  - (7) Make any inquiry, elicit any information, make or keep any record, or use any form of application containing questions or



entries concerning race, color, religion, ancestry, national origin, sex, **familial status, military status**, or handicap in connection with the sale or lease of any commercial housing or the loan of any money, whether or not secured by mortgage or otherwise, for the acquisition, construction, rehabilitation, repair, or maintenance of commercial housing or a personal residence;

- (8) Include in any transfer, rental, or lease of commercial housing or a personal residence any restrictive covenant, or honor or exercise, or attempt to honor or exercise, any restrictive covenant, provided that the prior inclusion of a restrictive covenant in the chain of title shall not be deemed a violation of this provision;
- (9) Induce or solicit or attempt to induce or solicit a commercial housing or personal residence listing, sale, or transaction by representing that a change has occurred or may occur with respect to the racial, religious, ethnic, **familial, military**, or sexual composition of the block, neighborhood, or area in which the property is located, or induce or solicit or attempt to induce or solicit such sale or listing by representing that the presence or anticipated presence of any race, color, religion, ancestry, national origin, sex, **familial status, military status**, or handicap, in the area will or may have results such as the following:
  - A. The lowering of property values;
  - B. A change in the racial, religious, ethnic, **familial, military**, or sexual composition of the block, neighborhood, or area in which the property is located;
  - C. An increase in criminal or antisocial behavior in the area;
  - D. A decline in the quality of the schools serving the area;

(b) No person shall discourage or attempt to discourage the purchase by a prospective purchaser of a commercial housing or a personal residence by representing that any block, neighborhood, or area has or might undergo a change with respect to the religious, racial, nationality, **familial, military**, or sexual composition of the block, neighborhood, or area.

(c) Nothing in subsections (a) and (b) hereof shall bar any religious or denominational institution or organization, or any charitable or educational organization, which is operated, supervised, or controlled by or in connection with a religious organization, or any bona fide private or fraternal organization, from giving preference to persons of the same religion or denomination, or to members of such private or fraternal organization, or from making such selection as is calculated by such organization to promote the religious principles or the aims, purposes, or fraternal principles for which it is established or maintained.

~~(1980 Code 155.03)~~

#### 539.04 MISREPRESENTATION.

(a) No person shall, with intent to mislead the **Community** Relations Commission or Housing Board, make or cause to be made any false entry or statement of fact in any report, account, record, or other documents submitted to the Commission or Board pursuant to their authority outlined in Section 539.05.



(b) No person shall willfully neglect or fail to make or cause to be made full, true, and correct entries in such reports, accounts, records, or other documents submitted to the **Community** Relations Commission or Housing Board.

~~(1980 Code 155.04)~~

539.05 ADMINISTRATION; POWERS.

(a) In the administration of this chapter, the **Community** Relations Commission, in addition to any powers heretofore conferred in this Commission, shall have the power to:

- (1) Formulate a plan of education to advance freedom of choice in housing for all citizens to eliminate housing discrimination based on race, color, religion, ancestry, national origin, sex, **familial status, military status,** or handicap;
- (2) Provide for fact-finding hearings to adduce evidence regarding discriminatory housing patterns and practices in the community;
- (3) Adopt reasonable rules and procedures necessary to effect the broad purpose of this chapter.

(b) The provisions of this code establishing a Fair Housing Board and regulating its functions are set forth in Chapter 155 of the Administrative Code.

~~(1980 Code 155.05)~~

539.06 ENFORCEMENT PROCEDURE.

(a) An aggrieved individual may, by setting forth the facts in writing under oath or affirmation, file his complaint alleging a violation of Section 539.03 with the Human Relations Commission.

(b) The Commission shall make a prompt and full investigation of each complaint alleging any practice made unlawful under this chapter. The investigation shall be conducted within thirty days after the filing of same.

(c) The complaint, along with the results of the investigation, and any records, papers, or statements pertaining thereto, shall be transmitted to the Fair Housing Board unless the **Community** Relations Commission can by conciliation promptly eliminate the particular discriminatory practice complained of, and, where applicable, receive reasonable assurance from the person complained of, of the discontinuance of further discriminatory practices in regard to housing.

(d) The Fair Housing Board, hereinafter referred to as the Housing Board, shall consider the complaint, together with the results of the investigation by the **Community** Relations Commission and any records, papers, or statements pertaining thereto, and make a determination within ten days as to whether or not there appears to be a prima facie case of a violation of the provisions of this chapter. Within five days of such determination the Housing Board shall in writing inform all interested parties of the results of the determination.

(e)

- (1) If the Housing Board deems the complaint well-founded on its face, it shall, at the same time as it provides the foregoing notice, serve upon the person charged with engaging or with having engaged in the discriminatory act or practice a statement of the charges made in the complaint, particularly

describing the property involved, if any, together with notice of the time and place of a public hearing thereon. The hearing shall be held not less than ten nor more than thirty days after the service of the statement of charges. The respondent shall have the right to file an answer to the statement of charges, to appear in person at the hearing, to be represented by counsel, to examine and cross-examine witnesses, and to present testimony on his own behalf. The case for the complainant shall be presented by the Director of Law's office. In any hearing, the Housing Board shall not be bound by the rules of evidence prevailing in the courts of law or equity, but shall take into account all reliable, probative, and substantial evidence, statistical or otherwise, produced at the hearing, which may tend to prove the existence of a discriminatory act or practice. No person shall be compelled to be a witness against himself at any hearing before the Housing Board.

- (2) The complainant shall be a party to the proceeding, and any person who is an indispensable party to a complete determination or settlement of question involved in a proceeding shall be joined. Any person who has or claims an interest in the subject of the hearing, and in obtaining or preventing relief against the acts or practices complained of, may at his option appear for the presentation of oral or written arguments.

(f) If upon all the reliable, probative, and substantial evidence, the Housing Board finds that the respondent has engaged or is engaging in any unlawful practice, it shall issue such order or orders as the facts warrant and shall state its findings of fact in support thereof. Such order or orders may include:

- (1) That the respondent forthwith permit the complainant the right or privilege as constituted the subject of the complaint;
- (2) An order that the respondent perform an affirmative act that would otherwise have been performed had the complainant not been discriminated against because of race, color, religion, ancestry, national origin, sex, **familial status, military status,** or handicap;
- (3) An order that the respondent cease and desist from the same or similar discriminatory practices which were the subject of the complaint with respect to the same or other property covered by Section 539.01.

(g) At any time after the transmittal to the Housing Board of a complaint, the Housing Board shall have the authority, with the consent of the respondent, to make findings and issue appropriate orders without the necessity of a public hearing on the complaint.

(h) Unless an appeal is pending, in the event the respondent fails or appears to intend to fail to comply with an order issued by the Housing Board, it shall certify the case, together with the record of its proceedings, including a transcript, and the available evidence of noncompliance to the Director of Law's office, whose mandatory duty it shall then be to seek compliance by civil action brought in the name of the Fair Housing Board of the City before a court of competent jurisdiction; provided that the Director of Law's office may permit the proceeding to be brought by private counsel of the complainant.

(i) Any party to the proceeding, claiming to be aggrieved by a final order of the Housing Board, including a determination by the Housing Board that a prima facie case was not established by the complainant, may obtain judicial review thereof by resort to a court of competent jurisdiction in accordance with the provision of Ohio R.C. Ch. 2506.

~~(1980 Code 155.06)~~

539.07 INJUNCTIVE RELIEF.

If at any time after the transmittal of the complaint, it would appear that, prior to the completion of the Housing Board's action on the complaint, the housing which is the subject of the complaint may be sold, rented, or otherwise made unavailable to the complainant, or that other irreparable harm may occur, the complainant may file before a court of competent jurisdiction an action for a temporary restraining order and a preliminary injunction to preserve the status quo, and to prevent irreparable harm pending final action of the complaint.

(1980 Code 155.07)

539.08 CIVIL ACTION.

A plaintiff aggrieved under any of the provisions of Section 539.03 may proceed with a civil action in a court of competent jurisdiction. The court may grant as relief, as it deems appropriate, any permanent or temporary injunction, temporary restraining order, or other order, and may award to the plaintiff actual damages and not more than one thousand dollars (\$1,000) punitive damages, together with the court costs and reasonable attorney fees in the case of a prevailing plaintiff, provided that the plaintiff, in the opinion of the court, is not financially able to assume the attorney's fees.

(1980 Code 155.08)

539.99 PENALTY.

(a) Any person violating any of the provisions of Section 539.03 shall, upon conviction, be punished by a fine of not more than five hundred dollars (\$500.00) or imprisoned not more than six months, or both. A complaint alleging such a violation may be lodged with the Director of Law's office without the necessity of resort to any other form of relief provided for by this chapter.

(b) Any person who violates Section 539.04 shall, upon conviction, be punished by a fine of not more than five hundred dollars (\$500.00) or imprisoned not more than six months, or both.

(1980 Code 155.99)

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

Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance

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

Section 4. That for the reasons set forth in the preamble hereto, this Ordinance shall take effect at the earliest time allowed by Law.

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

ATTEST:

\_\_\_\_\_  
KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

Passed: June 26, 2017 (effective after 30 days)



**COMMUNITY DEVELOPMENT**  
**DIVISION OF PLANNING AND ZONING**

Angela Byington  
Planning Director  
abyington@ci.sandusky.oh.us

222 Meigs Street  
Sandusky, Ohio 44870  
419-627-5873  
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager  
From: Angela Byington, Planning Director  
Date: June 26, 2017  
Subject: **Commission Agenda Item –Agreement for Medicaid Billing Services**

**ITEM FOR CONSIDERATION:** Requesting legislation authorizing the City, through the Sandusky Transit System, to enter into an agreement with Medicaid Billing Solutions, Inc., from Cincinnati, Ohio, to provide services for Medicaid billing related to the Sandusky Transit System.

**BACKGROUND INFORMATION:** The City of Sandusky, through the Sandusky Transit System, provides transportation for individuals with developmental disabilities. Furthermore, near the end of 2016, the City has become eligible to bill Medicaid for these transportation trips. Currently, individuals that are Medicaid eligible either pay regular rates, which vary depending on location within the County, from \$2-\$4 per one-way trip or are covered within an existing agency contract, such as the Board of Developmental Disabilities. The current Medicaid billing rate is \$19.31 per one-way trip. The estimated average for possible billing opportunities is \$17,000 per month.

The basic scope of services includes:

- Reviewing documentation for compliance and quality,
- Data entry into billing software,
- Submitting billable services for reimbursement which will meet all applicable regulations,
- Tracking payments to achieve optimal return,
- Researching and correcting errors to maximize revenue,
- Provide ongoing communication with the provider staff, First Transit.

The City issued a Request for Proposals in May. A copy of the notice was published in the newspaper once a week for two weeks and a copy was e-mailed directly to known service providers. Medicaid Billing Solution, Inc. was the only provider that responded and subsequent to evaluation, the proposal submitted by Medicaid Billing Solutions, Inc. was selected as the lowest and best proposal.

**BUDGETARY INFORMATION:** The fee for this service shall be 3% of the revenue received by Sandusky Transit as a result of MBS's billing services. The exact amount that will be billed annually cannot be quantified, however, it is anticipated that it would be a minimum of \$6,000 annually.

**ACTION REQUESTED:** It is recommended that the proposed agreement with Medicaid Billing Solutions, Inc. for Medicaid billing services be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to allow for the immediate billing of current and past transportation services which will generate potential revenue for the Sandusky Transit System.

I concur with this recommendation:

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Eric Wobser  
City Manager

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Angela Byington  
Planning Director

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

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR BILLING SERVICES WITH MEDICAID BILLING SOLUTIONS, INC., OF CINCINNATI, OHIO, FOR SERVICES RELATED TO THE SANDUSKY TRANSIT SYSTEM; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the City of Sandusky, through the Sandusky Transit System, provides transportation for individuals with developmental disabilities and has become eligible to bill Medicaid for these transportation trips; and

**WHEREAS**, a request for proposals (RFP) was issued in May of 2017, for the service of Medicaid Billing for the Sandusky Transit System in which one (1) proposal was received and upon evaluation the proposal submitted by Medicaid Billing Solutions, Inc., of Cincinnati, Ohio, was selected as the lowest and best proposal; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to allow for the immediate billing of current and past transportation services which will generate potential revenue for the Sandusky Transit System; and

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

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

Section 1. The City Manager is authorized and directed to enter into an Agreement for Billing Services with Medicaid Billing Solutions, Inc., of Cincinnati, Ohio, for Medicaid billing services related to the Sandusky Transit System, substantially in the same form as Exhibit "1", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Ordinance.



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

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

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

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

ATTEST: \_\_\_\_\_  
KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

Passed: July 10, 2017



**Medicaid Billing Solutions, Inc.**

*Billing - Consulting - Training*

Agreement for Billing Services

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City of Sandusky

June 26, 2017

**AGREEMENT BETWEEN CITY OF SANDUSKY  
AND MEDICAID BILLING SOLUTIONS, INC. (MBS)**

**I. Agreement**

This agreement for MBS services is made this \_\_\_\_ day of \_\_\_\_\_, 2017 between CITY OF SANDUSKY, whose primary offices are located at 222 Meigs Street Sandusky, Ohio 44870 and Medicaid Billing Solutions, Inc. (MBS) whose primary offices are located at 1034 Portway Drive, Cincinnati, Ohio

Whereas CITY OF SANDUSKY is engaged in the business of providing services to individuals with developmental disabilities who reside in Ohio, CITY OF SANDUSKY hereby engages the services of MBS to provide Medicaid billing services relating to CITY OF SANDUSKY programs and in consideration of the mutual promises herein contained, the parties agree as follows:

**II. Purpose**

- A. MBS shall provide Medicaid billing services and consultation to comply with all federal, state, and local laws, rules and regulations and to maximize SANDUSKY TRANSIT's Medicaid revenue through efficient and effective claims submission and collection.
- B. MBS shall provide the following services:
  - 1. Review service documentation for compliance and quality.
  - 2. Data enter all services into billing software.
  - 3. Submit all billable services for reimbursement in accordance with DODD & ODM requirements.
  - 4. Ensure all possible services and individuals are being billed.
  - 5. Process third party insurance claims as required.
  - 6. Track submission, attestation, and payment of claims to achieve optimal return of payments to provider.
  - 7. Research, correct, and resubmit errors and denials in a timely manner. Identify trends and establish procedures with staff to reduce errors and denials. Review utilization of authorized services to identify concerns prior to providing services and billing claims to minimize billing errors and denials.
  - 8. Review services provided to services billed to services paid to ensure maximization of Medicaid revenue.
  - 9. Train provider staff as needed/requested.
  - 10. Provide reports and consultation to management staff as often as required by this agreement.
  - 11. Attend state trainings as necessary to stay informed of Medicaid and DODD provider requirements.
  - 12. Provide ongoing communication with the provider staff.
- C. CITY OF SANDUSKY shall take all necessary steps to assure access by MBS to pertinent documentation, records, data, facilities and personnel sufficient to facilitate, expedite and generally permit the efficient completion of services contracted herein. Such

information may be used or disclosed only in accordance with the privacy regulations [45 CFR §§ 164.502(e); 164.504(e)] issued pursuant to the Health Insurance Portability and Accountability Act [42 USC §§ 1320 - 1320d-8] and the terms of this Agreement, or more stringent provisions of the law of the State of Ohio.

1. CITY OF SANDUSKY shall ensure the accuracy of information submitted to MBS.
2. CITY OF SANDUSKY shall collect service documentation and send to MBS for review and processing.
3. CITY OF SANDUSKY shall maintain records in accordance with Medicaid provider agreement with DODD.

## **II. Relationship of Parties**

MBS shall for all purposes be treated as a contractor of the CITY OF SANDUSKY and not as an employee, or servant. Nothing in this Agreement shall be construed to make MBS an employee or servant of the CITY OF SANDUSKY Consultants or other personnel engaged by MBS shall at all times act and perform as employees or independent contractors of MBS. The CITY OF SANDUSKY has an interest only in the results to be achieved, and the conduct and control of the services to be provided will lie solely with MBS and its employees. MBS shall indemnify and hold CITY OF SANDUSKY harmless for any damages incurred as a result of actions, inaction, malfeasance, and negligence of a MBS employee.

## **III. Confidentiality/HIPAA Business Associate**

### **A. Definitions**

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

#### Specific definitions:

(a) Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Medicaid Billing Solutions, Inc.

(b) Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean CITY OF SANDUSKY

(c) HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

## **B. Obligations and Activities of Business Associate**

Business Associate agrees to:

- (a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;
- (b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;
- (c) Report to covered entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;
- (d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information;
- (e) Make available protected health information in a designated record set to the covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.524;
- (f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;
- (g) Maintain and make available the information required to provide an accounting of disclosures to the covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.528;
- (h) To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and
- (i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

## **C. Permitted Uses and Disclosures by Business Associate**

- (a) Business associate may only use or disclose protected health information as necessary to perform the services set forth in this Service Agreement.

(b) Business associate may use or disclose protected health information as required by law.

(c) Business associate agrees to make uses and disclosures and requests for protected health information consistent with covered entity's minimum necessary policies and procedures.

(d) Business associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity except for the specific uses and disclosures set forth below.

(e) Business associate may use protected health information for the proper management and administration of the business associate or to carry out the legal responsibilities of the business associate.

(f) Business associate may disclose protected health information for the proper management and administration of business associate or to carry out the legal responsibilities of the business associate, provided the disclosures are required by law, or business associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies business associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(g) Business associate may provide data aggregation services relating to the health care operations of the covered entity.

## **E. Term and Termination**

(a) Term. This Agreement shall be effective [REDACTED] and shall remain in full force and effect for services provided to individuals until contract is terminated by either party. Either party may terminate this agreement by giving sixty (60) day written notice to the other party or on the date covered entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Termination for Cause. Business associate authorizes termination of this Agreement by covered entity, if covered entity determines business associate has violated a material term of the Agreement.

(c) Obligations of Business Associate Upon Termination.

Upon termination of this Agreement for any reason, business associate, with respect to protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, shall:

1. Retain only that protected health information which is necessary for business associate to continue its proper management and administration or to carry out its legal responsibilities;

2. Return to covered entity the remaining protected health information that the business associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as business associate retains the protected health information;
4. Not use or disclose the protected health information retained by business associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out which applied prior to termination; and
5. Return to covered entity the protected health information retained by business associate when it is no longer needed by business associate for its proper management and administration or to carry out its legal responsibilities.

(d) Survival. The obligations of business associate under this Section shall survive the termination of this Agreement.

#### **IV. Fee**

- A. CITY OF SANDUSKY understands and agrees to maintain confidential the fee schedule as outlined.
- B. Fees are based on MBS providing billing services with MBS owned software. Billing includes on-site and/or video conferencing consultation visits to discuss billing and revenue and to train staff as necessary or requested. Medicaid Billing Solutions fees are 3% of revenue received by CITY OF SANDUSKY as a result of MBS's billing services.
- C. MBS will invoice CITY OF SANDUSKY when DODD posts paid claims after services are billed.
- D. Any increase or decrease in contract fees must be accompanied by a description of the change in services and agreed upon by CITY OF SANDUSKY and MBS as evidenced by signature of authorized agents of the CITY OF SANDUSKY and the MBS.
- E. CITY OF SANDUSKY agrees to submit MBS invoices for services to the City of Sandusky within 15 days of receipt.

#### **V. General Provisions**

- A. This agreement constitutes the full and complete Agreement between the SANDUSKY TRANSIT and MBS and no amendment, modification, waiver or supplemental shall be binding on either party unless embodied in writing and signed by duly authorized representatives of each party.
- B. Any provision or condition in any purchase order or other memorandum of the SANDUSKY TRANSIT or MBS which is in any way inconsistent with, or which adds to, the provisions hereof is hereby agreed to be null and void.



- C. Except as otherwise limited herein, MBS will offer a limited guarantee on the accuracy of any information, services or product furnished hereunder. MBS provides no warranty as to the accuracy or completeness of the project and MBS is not to be construed as a substitute for legal advice. As such, MBS may limit its guarantee to the accuracy and performance of services under the terms of this agreement, to the actual loss and expense incurred by CITY OF SANDUSKY due to MBS failure to be timely and accurate.
- D. MBS shall not be liable for any loss, injury, or damage resulting in whole or in part from acts of God, acts of public or quasi-public authorities, fire, theft, accidents involving aircraft or motor vehicles, or any cause beyond the control of MBS.
- E. MBS assumes responsibility for the loss, destruction or security of valuable papers, information or data of the CITY OF SANDUSKY, except as limited in item 3 (above).
- F. MBS shall comply with all federal, state and local laws.

**VI. Signatures**

The validity of this agreement and any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Ohio.

	MBS	SANDUSKY TRANSIT
By	<u><i>Sandy Landers</i></u>	By _____
Print	<u>Sandy Landers</u>	Print _____
Title	<u>President/CEO</u>	Title _____
Date	<u>June 26, 2017</u>	Date _____



## COMMUNITY DEVELOPMENT DEPARTMENT

222 Meigs Street  
Sandusky, Ohio 44870  
(419) 627-5847  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

**To:** Eric Wobser, City Manager  
**From:** Matt Lasko, Chief Development Officer  
**Date:** June 28, 2017  
**Subject:** Commission Agenda Item – CDBG FY16 Residential Demolition Project #2 – Change Order

**Item for Consideration:** Change Order No. 1 and Final, for the CDBG FY16 Residential Demolition Project #2 (6 Properties). This Change Order includes one (1) item.

1. Removal of 634 E. Washington Street                      DEDUCT \$10,425.00

The property owner has been continually working to correct the issues with the property, therefore the City has decided to eliminate this property from the contract to provide the property owner time to complete the necessary improvements.

**Budgetary Information:** Change Order No. 1 & Final will decrease the contract with Ed Burdue & Company, LLC, by \$10,425.00. The current contract amount with Ed Burdue & Company is \$53,970.00. The revised contract amount including Change Order No. 1 is \$43,545.00. This project will be paid for with \$33,045.00 of FY2016 Community Development Block Grant (CDBG) Funds and \$10,500.00 of Insurance Fire Funds.

**Action Requested:** It is requested that Change Order No. 1 & Final in the amount of \$10,425.00 for the CDBG FY16 Residential Demolition Project #2 for one (1) item be approved and that it be passed in full accordance with Section 14 of the City Charter in order to make final payment to the contractor and close out the project.

I concur with this recommendation:

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Eric Wobser  
City Manager

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Matt Lasko  
Chief Development Officer

cc: Kelly Kresser, Clerk of City Commission  
Hank Solowiej, Finance Director  
Justin Harris, Law Director  
Eric Wobser, City Manager  
File

**City of Sandusky  
Change Order**

Change Order # 1

Project: CDBG FY16 Residential Demolition Project #2

Contractor: Ed Burdue & Company

Property Address: 634 E. Washington Street, Sandusky, Ohio 44870

Original Notice to Commence Dated: 3/9/2017

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

Original Cost for total Project: \$53,970.00

Original Cost for 634 E. Washington Street: \$10,425.00

Total for Change Order: \$10,425.00

Plus Previously Approved Change Orders: \$ N/A

Minus Change Order Requested: \$10,425.00

Total New Contract Amount: \$43,545.00

Signed:

  
\_\_\_\_\_  
Contractor

6-27-17  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Matt Lasko  
Chief Development Officer

\_\_\_\_\_  
Date

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO APPROVE THE FIRST & FINAL CHANGE ORDER FOR WORK PERFORMED BY ED BURDUE & CO., LLC, OF SANDUSKY, OHIO, FOR THE CDBG FY16 RESIDENTIAL DEMOLITION PROJECT #2; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the City Commission declared the necessity to proceed with the proposed CDBG FY16 Residential Demolition Project #2 by Resolution No. 004-17R, passed on January 23, 2017; and

**WHEREAS**, the CDBG FY16 Residential Demolition Project #2 involved asbestos abatement and demolition of six (6) residential structures, which were vacant and blighted, of which five (5) were condemned and ordered for demolition by the City or the Housing Appeals Board and are located at 823 Third Street, 1906 Third Street, 1233 C Street, 1408 Lindsley Street, and 634 E. Washington Street and the other property is located at 2201 Campbell Street and is owned by the City as part of the Land Reutilization Program; and

**WHEREAS**, this City Commission approved the awarding of the contract to Ed Burdue & Co., LLC, of Sandusky, Ohio, for work being performed for the CDBG FY16 Residential Demolition Project #2 by Ordinance No. 17-043, passed on February 27, 2017; and

**WHEREAS**, the property owner at 634 E. Washington Street has been continually working to correct the issues with the property and therefore the City decided to eliminate the property from the demolition contract to allow the property owner time to complete the necessary improvements; and

**WHEREAS**, this First & Final Change Order reflects the removal of 634 E. Washington Street from the list of structures contracted for demolition and deducts \$10,425.00 from the original contract; and

**WHEREAS**, the original contract with Ed Burdue & Co., LLC, was \$53,970.00, and with the **deduction** of this First & Final Change Order in the amount of \$10,425.00, the final contract cost is \$43,545.00 and will be paid with FY16 Community Development Block Grant (CDBG) funds in the amount of \$33,045.00 and Insurance Fire Funds in the amount of \$10,500.00; 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 make final payment to the contractor and close out the completed project; and

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

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

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

Section 1. The City Manager is hereby authorized and directed to approve this First & Final Change Order for work performed for the CDBG FY16 Residential Demolition Project #2 and to deduct from the contract amount the sum of Ten Thousand Four Hundred Twenty Five and 00/100 Dollars (\$10,425.00) resulting in the final contract cost of Forty Three Thousand Five Hundred Forty Five 00/100 Dollars (\$43,545.00) with Ed Burdue & Co., LLC, of Sandusky, Ohio.

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

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

Section 4. That for the reasons set forth in the preamble hereto, this Ordinance 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: July 10, 2017

**NOTICE TO LEGISLATIVE  
AUTHORITY**

**OHIO DIVISION OF LIQUOR CONTROL**  
6606 TUSSING ROAD, P.O. BOX 4005  
REYNOLDSBURG, OHIO 43068-9005  
(614)644-2360 FAX(614)644-3166

TO

26312750045 <small>PERMIT NUMBER</small>		NEW <small>TYPE</small>	FAMILY DOLLAR STORES OF OHIO INC DBA FAMILY DOLLAR 1967 1112 CLEVELAND RD SANDUSKY OH 44870	
06 28 2017 <small>ISSUE DATE</small>				
06 28 2017 <small>FILING DATE</small>				
C1 C2 <small>PERMIT CLASSES</small>				
22	077			
<small>TAX DISTRICT</small>		<small>RECEIPT NO.</small>		



FROM 07/03/2017

<small>PERMIT NUMBER</small>		<small>TYPE</small>		
<small>ISSUE DATE</small>				
<small>FILING DATE</small>				
<small>PERMIT CLASSES</small>				
<small>TAX DISTRICT</small>		<small>RECEIPT NO.</small>		



MAILED 07/03/2017      RESPONSES MUST BE POSTMARKED NO LATER THAN. 08/03/2017

**IMPORTANT NOTICE**

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL  
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.  
REFER TO THIS NUMBER IN ALL INQUIRIES

**B NEW 2631275-0045**

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT  
THE HEARING BE HELD  IN OUR COUNTY SEAT.  IN COLUMBUS.

WE DO NOT REQUEST A HEARING.

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

---

(Signature) \_\_\_\_\_ (Title) -  Clerk of County Commissioner (Date) \_\_\_\_\_  
 Clerk of City Council  
 Township Fiscal Officer

**CLERK OF SANDUSKY CITY COUNCIL**  
222 MEIGS STREET  
SANDUSKY OHIO 44870

Commerce Division of Liquor Control : Web Database Search

**OWNERSHIP DISCLOSURE INFORMATION**

This online service will allow you to obtain ownership disclosure information for issued and pending retail liquor permit entities within the State of Ohio.

**Searching Instructions**

Enter the known information and click the "Search" button. For best results, search only ONE criteria at a time. If you try to put too much information and it does not match exactly, the search will return a message "No records to display".

The information is sorted based on the Permit Number in ascending order.

To do another search, click the "Reset" button.

SEARCH CRITERIA	
<b>Permit Number</b>	<input type="text" value="26312750005"/>
<b>Permit Name / DBA</b>	<input type="text"/>
<b>Member / Officer Name</b>	<input type="text"/>

[Search](#)[Reset](#)[Main Menu](#)

Member/Officer Name	Shares/Interest	Office Held
<b>Permit Number:</b> 26312750005; <b>Name:</b> FAMILY DOLLAR STORES OF OHIO INC; <b>DBA:</b> DBA FAMILY DOLLAR 10063; <b>Address:</b> 1900 E LIVINGSTON AVE COLUMBUS 43209		
FAMILY DOLLAR STORES INC	1000.00	
GARY PHILBIN	0.00	PRESIDENT
ROGER DEAN	0.00	TREASURER
THOMAS E SCHOENHEIT	0.00	SECRETARY
WILLIAM A OLD JR	0.00	VICE PRES.

- [Ohio.Gov](#)
- [Ohio Department of Commerce](#)

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## Kelly Kresser

---

**From:** Casey Sparks  
**Sent:** Wednesday, July 05, 2017 12:14 PM  
**To:** Kelly Kresser  
**Subject:** RE: New Liquor Permit

Kelly,

The address for 1112 Cleveland Road comes up in Huron. The address of the existing Family Dollar Store in Sandusky is 1622 Cleveland Road.

1622 Cleveland Road is zoning as General Business which would permit the sale and serving of all sale, serving, and consumption of soft drinks, juices, ice cream, beer, and wine.

Please let me know if you have any additional questions or concerns.

Best Regards,

Casey Sparks  
Assistant Planner  
City of Sandusky  
222 Meigs Street  
Sandusky, Ohio 44870  
419-627-5715

---

**From:** Kelly Kresser  
**Sent:** Wednesday, July 05, 2017 11:44 AM  
**To:** John Orzech <JOrzech@ci.sandusky.oh.us>; Casey Sparks <csparks@ci.sandusky.oh.us>; Stephen Rucker <srucker@ci.sandusky.oh.us>  
**Subject:** New Liquor Permit

**Attached is a Notice to Legislative Authority for new C1 (beer only in original sealed container for carryout only) and C2 (wine and mixed beverages in sealed containers for carryout) liquor permits for Family Dollar Stores of Ohio, Inc., 1112 Cleveland Road.**

Please advise if there are any issues from your respective departments.

## Kelly Kresser

---

**From:** Stephen Rucker  
**Sent:** Wednesday, July 05, 2017 1:44 PM  
**To:** Kelly Kresser; John Orzech; Casey Sparks  
**Subject:** RE: New Liquor Permit

No issues Thanks



Steve Rucker | *Fire Marshal*  
**SANDUSKY FIRE DEPARTMENT**  
600 W. Market Street | Sandusky, OH 44870  
T: 419.627.5823 | F: 419.627.5820  
srucker@ci.sandusky.oh.us  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

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**From:** Kelly Kresser  
**Sent:** Wednesday, July 05, 2017 11:44 AM  
**To:** John Orzech <JOrzech@ci.sandusky.oh.us>; Casey Sparks <csparks@ci.sandusky.oh.us>; Stephen Rucker <srucker@ci.sandusky.oh.us>  
**Subject:** New Liquor Permit

**Attached is a Notice to Legislative Authority for new C1 (beer only in original sealed container for carryout only) and C2 (wine and mixed beverages in sealed containers for carryout) liquor permits for Family Dollar Stores of Ohio, Inc., 1112 Cleveland Road.**

Please advise if there are any issues from your respective departments.

## Kelly Kresser

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**From:** John Orzech  
**Sent:** Wednesday, July 05, 2017 12:37 PM  
**To:** Kelly Kresser; Casey Sparks; Stephen Rucker  
**Subject:** RE: New Liquor Permit

No issues with police.

JOHN ORZECH | *Chief of Police*  
**SANDUSKY POLICE DEPT.**  
222 MEIGS STREET | SANDUSKY, OH 44870  
DESK (419) 627-5869 | FAX (419) 627-5862



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**From:** Kelly Kresser  
**Sent:** Wednesday, July 05, 2017 11:44 AM  
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Please advise if there are any issues from your respective departments.



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*City of Sandusky Department of Community Development  
Planning and Development  
222 Meigs Street, Sandusky, OH 44870  
(419) 627-5715*

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To: Eric Wobser, City Manager  
From: Angela Byington, AICP, Planning Director  
Date: June 29, 2017  
Subject: Commission Agenda Item – Adoption of the Sandusky Neighborhood Initiative

**ITEM FOR CONSIDERATION:** Adoption of the Sandusky Neighborhood Initiative

**BACKGROUND INFORMATION:** The City of Sandusky adopted the Bicentennial Vision in February of 2016. As part of the Bicentennial Vision, recommendations were made for investments into the neighborhoods to make them more vibrant, livable, and connected. As such, the City hired the Cleveland Urban Design Collaborative to create the Sandusky Neighborhood Initiative. The initiative, aimed at improving residential neighborhoods within the City, began with the selection of six (6) neighborhoods based on demographics, housing types, and geographic diversity to together serve as a representation of the city as a whole. The selected neighborhoods for the initiative are: The Cove, 1<sup>st</sup>-5<sup>th</sup> Street Neighborhood, South of Kilbourne Neighborhood, Garden District, The South Side and the West End. Each neighborhood underwent a planning process specific to their neighborhood including public involvement. Within each neighborhood, the plan calls for an existing or proposed anchor project, model block program, neighborhood identity and beautification projects and the facilitation of community programming to be accomplished over the five (5) year timeframe.

The City will prioritize the projects listed in the Executive Summary first for implementation based on funding opportunities, ownership, etc. The City will work to maximize funds by leveraging the neighborhood funds with other grant funds and department projects when they overlap.

The plan is broken into two parts: The Executive Summary and a companion document that has additional information gathered from all of the meetings. The Executive Summary includes baseline data for each neighborhood, which includes: owner occupancy rate, vacancy rate, number of building permits, open code violations, median housing value and a walkability score. The City will be evaluating the progress of this program annually by updating this data and by collecting surveys.

**BUDGETARY INFORMATION:** There is no cost associated with the adoption of the plan. The cost of preparing the plan was previously approved by City Commission. The cost of implementation will be determined as funds become available and projects are costed or bid as applicable. Projects exceeding \$10,000 will be brought to City Commission for approval. Funds that have been set aside for implementation include: \$60,000 annually from the Dorn Foundation, \$60,000 annually from City neighborhood funds, \$120,000 annually of model block funds and future leveraged grants and donations.

**ACTION REQUESTED:** It is recommended that a resolution be passed adopting the Sandusky Neighborhood Initiative in accordance with Section 14 of the City Charter in order to proceed with the timely implementation of the projects and expenditure of the Dorn Foundation funds, as stipulated as part of the agreement accepting the donated funds.

I concur with this recommendation:

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Eric Wobser  
City Manager

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Angela Byington, AICP  
Planning Director

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

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE APPROVING AND ADOPTING THE SANDUSKY NEIGHBORHOOD INITIATIVE PLAN FOR THE CITY OF SANDUSKY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, in 2016 the City's Bicentennial Vision / Comprehensive Plan and Strategic Plans were adopted in which recommendations were made for investments into the neighborhoods to make them more vibrant, livable, and connected and inspired the creation of the Sandusky Neighborhood Initiative; and

**WHEREAS**, the Sandusky Neighborhood Initiative, aimed at improving residential neighborhoods within the City, focuses on six (6) neighborhoods (The Cove, 1<sup>st</sup>-5<sup>th</sup> Street Neighborhood, South of Kilbourne Neighborhood, Garden District, The South Side and the West End) where each neighborhood underwent a planning process specific to their neighborhood including public involvement and within each neighborhood, the plan calls for an existing or proposed anchor project, model block program, neighborhood identity and beautification projects and the facilitation of community programming to be accomplished over a five (5) year period; 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 proceed with the timely implementation of the projects and expend funds, specifically the funds donated from the Randolph J. & Estelle M. Dorn Foundation, in accordance with the agreement accepting the funds; and

**WHEREAS**, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of 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 approves and adopts the Sandusky Neighborhood Initiative Plan, a copy of which is marked Exhibit "A" and is attached to this Ordinance and is specifically incorporated as if fully rewritten herein.

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

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

Section 4. That for 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: July 10, 2017

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# SANDUSKY NEIGHBORHOOD INITIATIVE

Executive Summary

3 July 2017







# INTRODUCTION

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**In addition to ongoing efforts in the areas of Housing Development & Blight Elimination, Neighborhood Amenities & Infrastructure, and Neighborhood Safety & Engagement, the Sandusky Neighborhood Initiative commemorates the City's 2018 Bicentennial with placemaking and beautification efforts in six city neighborhoods.**

.....

Cities, no matter how big or small, are made up of neighborhoods. Each neighborhood offers varying housing styles and conditions. As the city continues its progress, continuing to support the rehabilitation of and investment in neighborhood housing through housing programs will be crucial.

In addition to a variety of housing, Sandusky's neighborhoods have many anchors spread throughout the city including a historic library, schools, churches, gyms and many neighborhood businesses. The city should continue to support these anchors, making investments where necessary, to help strengthen Sandusky neighborhoods. Supporting new and planned Sandusky City Schools buildings with strategic investments around the schools will contribute to the growth of Sandusky neighborhoods.

Strategic investments will make neighborhoods safer, more vibrant, and attractive destinations for families. However, amenities alone do not make a strong neighborhood. In addition to making investments in Sandusky's anchor institutions, the city must also invest in both neighborhood walkability and connectivity.

Walkability refers to how easy it is to walk to restaurants, parks, shops, and other destinations. While some of Sandusky's neighborhoods are particularly walkable, others are not—lacking amenities, destinations, and sidewalks. The city should focus on adding pedestrian-friendly infrastructure, including sidewalks where they are lacking, and work to attract businesses to viable locations within walking distance of residential areas.

Connectivity is essential component of urban design. Cities and neighborhoods that increase connectivity

between people and the things they need become more vibrant and healthy. Residents have noted that some areas of Sandusky feel disconnected from the rest. To remedy this, the city should focus on creating trails and pathways, to connect neighborhoods to each other and to the downtown waterfront.

Safety and a sense of security can be increased through increased contact with officers through community policing. The Sandusky Police Department has made strides in this area over the past several years, encouraging all its officers to engage in community policing tactics like walking and biking through neighborhoods and businesses. The department also has two Community Impact Officers, and is looking to further increase the department's ability to deal with safety and quality of life issues by adding a nuisance control officer. Focusing on Community Policing and quality of life nuisances will lead to greater community trust in the department and a safer and more livable city for all.

Public Outreach is also important for any city. It is important to not only know what residents think about ongoing or upcoming city plans, but to also hear what projects residents would like to see prioritized. The City increased its outreach efforts by hiring a Neighborhood Outreach Coordinator to engage residents through outreach efforts while working on a neighborhood improvement initiative. The Outreach Coordinator will also work to engage and connect neighborhood residents through meetings, events, and public programming in the neighborhoods.

Sandusky has a solid neighborhood core to build on, with historic housing and many local anchors. With

## HOUSING DEVELOPMENT & BLIGHT ELIMINATION



investments in housing, neighborhood anchors, walkability, and connectivity, the progress being made in neighborhoods will increase.

In 2016, the City of Sandusky made a large commitment to neighborhood residents with the passage of the *Bicentennial Strategic Vision Plan*. A section of the plan, focused on making Sandusky a more livable city, spells out several suggestions to make city neighborhoods more livable. The following pages expand upon these recommendations and build on the city's efforts to make Sandusky a more livable city for all.

The *Strategic Vision Plan* outlined a holistic approach for eliminating blight from Sandusky neighborhoods while simultaneously weaving in approaches and programs aimed at housing stabilization and re-investment. This approach was based on data from a 2014 Housing Survey completed by the Western Reserve Land Conservancy that inspected every property within the City limits and assigned a letter grade ("A" through "F") based on condition (i.e. "A" = a property in great condition; "F" = a property in likely need of demolition). The survey also identified each property as occupied or vacant and recommended initiatives for the City to explore moving forward.

Two major realities were revealed about the City's housing stock through the survey:

- ▶ 191 properties (or 2% of the housing stock) were identified as "D" or "F" conditioned structures including commercial and industrial. "D" and "F" properties displayed crumbling foundations, open holes and water infiltration or posed immediate safety hazards.
- ▶ Although 2% of the housing stock needs to be demolished, the report noted that the housing stock condition overall is fairly well maintained. The study noted that the average age of Sandusky's housing is over 75 years old and it is critical to implement steps to ensure that aging housing stock does not deteriorate further.

To address the recommendations in the report, the City implemented several initiatives aimed at blight elimination and housing redevelopment.





## BLIGHT ELIMINATION

In 2015, the City began the monumental task of attempting to demolish all or most of the almost 200 residential properties identified in the Western Reserve Land Conservancy report in a five-year span. Between 2015-2016, almost 50 properties were demolished by either the City or the Erie County Land Reutilization Corporation (ECLRC). Another 40 properties are either under contract or planned for demolition in 2017.

- ▶ Demolition efforts were supported by a successful joint funding application completed by ECLRC and the City whereby Erie County received approximately \$1,150,000 in demolition funding through the Neighborhood Initiative Program administered by the Ohio Housing Finance Agency. The award is the largest level of demolition funding ever awarded to Erie County.
- ▶ The City also began concerted and aggressive effort to demolish and remediate vacant and abandoned commercial and industrial properties. These efforts also will free up real estate for commercial and industrial development. Sandusky has fallen victim to outmigration of manufacturing businesses, leaving the City to deal with large, vacant and often tax delinquent and contaminated properties. Work completed since 2015 includes:
  - Demolition of G & C Foundry on W. Monroe.
  - Demolition of warehouse at 425 Warren
  - Demolition and site clearance at Wisteria Farms/Esmond Dairy on Campbell Street
  - Demolition and underground storage tank removal at former Sunoco Gas Station at intersection of Venice and Tiffin
  - Pending demolition of Meier's Winery on Campbell
  - Pending demolition of American Crayon facility on Hayes
- ▶ Continued efforts to aggressively tackle blight and improve conditions of the city's housing stock through enhanced code enforcement including:
  - In 2016, an additional, full-time code compliance officer was hired, bringing the total # of inspectors to four, a doubling of inspectors in less than 18 months.

- The city also hired a full-time Housing Manager to oversee the day to day operations of the Code Enforcement Division.
- The city now has four seasonal employees (up from zero in 2015) who cut tall grass and remove trash from vacant properties.
- A revised high grass ordinance was implemented in 2016, which allows for more timely abatement of high grass issues on vacant lots and at vacant properties. 496 vacant lots/properties were abated by the city in 2016, up from 350 properties in 2015.
- A revised trash ordinance was implemented in 2016, which resulted in 88 boulevards abated by the City in 2016, up from 5 in 2015.
- A revised dead/unsafe tree ordinance was implemented in 2016, which allows the code enforcement division to cite and abate dead and unsafe trees, in addition to the Division of Public Service. This resulted in abatement of 26 nuisance trees located on private property in 2016, up from zero in 2015.
- First year of implementing revised rental registration and inspection that ensures the exterior inspection of all rental properties in the City at least every three years.
- Inspections:  
2015 = 3,382  
2016 = 4,762
- Violations:  
2015 = 1,181 (35% of inspections)  
2016 = 1,761 (37% of inspections)

## HOUSING DEVELOPMENT

Code enforcement and blight elimination efforts are balanced with assistance for property owners to bring their properties into compliance with the local housing code. As noted in the 2014 WRLC study, it is critical for the city to find ways for invest in its historic and aging housing stock. The city began such efforts through the creation of the Housing Development and Beautification program in 2016, which reserved \$250,000 in grant assistance to be provided to property owners for housing enhancements including exterior repairs, substantial rehabilitation, downpayment assistance and landscaping. Due to the success and interest in the program, this funding amount was increased to \$300,000 for 2017.

Results from the 2016 program include:

- ▶ Exterior Repair:
  - Committed \$134,000 to exterior repair projects
  - Leveraging an additional \$280,000 in private investment (a 2:1 ratio)
  - Total investments of \$415,000
  - 72 total houses assisted
  - 16 projects resulted in the correction of outstanding code violations (22%)
- ▶ Substantial Redevelopment:
  - Committed \$7,000 to substantial redevelopment projects
  - Leveraging an additional \$139,000 in private investment (20:1 ratio)
  - Total investments of \$146,000
  - Two houses assisted
- ▶ Landscaping:
  - Committed \$6,000 to landscaping projects
  - Leveraged an additional \$2,000 in private investment
  - Total investments of \$8,000
  - 17 total houses assisted
- ▶ Downpayment Assistance:
  - Committed \$103,000 to new owner occupied home purchases
  - 32 homes assisted with
  - 12 houses were/are formerly vacant (38%)
  - 29 buyers are first time home buyers (91%)
  - 9 buyers are relocating from outside of Sandusky (28%)
- ▶ Totals:
  - Committed \$250,000 across all four programs
  - Leveraged an additional \$434,000 in private investment and 32 home purchases
  - 123 total houses assisted

Additionally, the City is currently working with Sandusky City Schools on the creation of a residential tax abatement program to incentivize the construction or rehabilitation of neighborhood homes.

## NEIGHBORHOOD AMENITIES & INFRASTRUCTURE



The *Vision Plan* recommended building upon existing (or planned) neighborhood anchors. The plan recommended increasing the city's investment in sidewalks and housing, which led to the reinstatement of a city sidewalk improvement program. This program is intended to remove and replace damaged sidewalks, as well as the overgrown trees that damaged them. In 2016 the city spent \$100,000 on the program; over \$200,000 has been budgeted for 2017 tree/sidewalk improvements. 2,970 feet of sidewalks were replaced in 2016; 5,840 feet are planned to be replaced in 2017.

The new *Clean and Safe* program will also allow city forestry workers to focus more time on neighborhood tree maintenance. Clean and Safe is an ambassador program in a designated, contiguous area of downtown Sandusky. It will provide various cleaning and maintenance services. If downtown property owners see the merits of the program, a special improvement district may be created in the near future to fund this service long term.

In accordance with the *Vision Plan*, the five-year capital plan has funding for several park master plan improvements. Investments were made in Orlando Pace Park and Wilbert Park in 2016. Upcoming park upgrades include Churchwell Park (2017), Jaycee Park (2018), Huron Park (2019) and Amvets/Sprau Park (2019). Lions Park is currently undergoing a master planning process, including a redesign of the entrance, parking lot, and park layout.







### **Tree Program**

The Tree Program is aimed at the maintenance of Sandusky's urban forest.

In 2016, 233 dead, dying or nuisance trees were removed, while another 150 trees were trimmed. 145 new trees were planted.

### **Sidewalk Program**

This program is intended to make Sandusky a more walkable city by repairing or replacing damaged sections of sidewalk.

In 2016, the city repaired 2,970 feet of sidewalk, or 282 sidewalk slabs. Almost double that amount (5,840 feet of sidewalk) is planned to be replaced in 2017.

### **Street Resurfacing Program**

The City of Sandusky will continue to repair and repave roads in the upcoming years. Road repairs ("Milling and Filling") have been made to Cove Park Boulevard and Boalt Street, with East Washington at Meigs and others still to come.

Complete street resurfacing is scheduled for parts of the following streets:

- ▶ 2017 – Venice Heights Boulevard
- ▶ 2018 – Bardshar Road, Dorn Avenue, Gartland Avenue, and Warren Street
- ▶ 2019 – Wayne Street., Hancock Street, Sycamore Line, and Shoreline Drive
- ▶ 2020 – Pierce Street, Thomas Street, Rockwell Street, and Meigs Street

## NEIGHBORHOOD SAFETY & ENGAGEMENT



As suggested in the *Vision Plan*, the City has hired a Neighborhood Outreach Coordinator to work closely with residents and local organizations to facilitate neighborhood outreach and engagement efforts. The Outreach Coordinator attends monthly block watch meetings with existing neighborhood organizations and is working with residents to create neighborhood organizations in areas where they do not already exist. The Outreach Coordinator is also working with the local schools and youth-related organizations to restore the formerly defunct Sandusky Youth Commission. He has also worked closely with college students (from Bowling Green and Kent State so far) on projects based in the City of Sandusky. These projects have included architecture students designing model homes for several neighborhoods, imagining and designing gateway signage into Sandusky, and a graduate public administration survey, among others.



In terms of safety, the Sandusky Police Department is focusing on engagement and community policing efforts. The Department has two full-time Community Impact Officers who focus on neighborhood and quality of life issues. All officers are now encouraged to exit their vehicles and walk through area neighborhoods, parks, and businesses, to increase familiarity with and good will toward Sandusky's officers.

Community Impact officers have been working in unison with other departments to solve neighborhood issues, namely code complaints. Officers have been out in the neighborhoods, working side by side with housing officials to identify and correct code violations.

The city is in the process of adding an officer dedicated to nuisance complaints. The Nuisance Officer will be able to focus on code related concerns, along with animal complaints and other quality of life issues.





In 2016, City of Sandusky Police conducted:

- ▶ 723 Business Walks
- ▶ 751 Neighborhood Walks
- ▶ 865 Park Walks
- ▶ 1977 hours of continuing education classes on topics including crisis de-escalation with a focus on mental illness, community-police relations, and human trafficking

In 2016, Outreach efforts included:

- ▶ the City partnering with community members to host the first city-wide cleanup
- ▶ Winter programming at Jaycee Park, with the Tennis Courts converted to an ice skating rink, which drew over 100 area residents
- ▶ Public meetings within neighborhoods to discuss possible neighborhood improvements
- ▶ A public meeting at the Sandusky State Theatre discussing Jackson Street Pier possibilities, drawing over 100 residents and stakeholders



# TARGETED NEIGHBORHOOD INVESTMENTS



The *Vision Plan* calls for the city to make strategic investments in neighborhoods, starting by selecting between five and seven neighborhoods for investment. The city responded by hiring Kent State University's Cleveland Urban Design Collaborative (CUDC) to serve as consultants for the planning process. The following pages outline the planning process for these targeted neighborhood investments, individualized plans and projects for each, along with city-wide strategies for effective neighborhood planning.

Neighborhoods were selected for this initiative based on economic, demographic, geographic, and architectural diversity. Together, the selected neighborhoods represent key aspects of the city as a whole. The initial six neighborhoods selected for targeted investment include:

- ▶ First thru Fifth Street Neighborhood
- ▶ Cove District
- ▶ South of Kilbourne Plat
- ▶ Garden District
- ▶ South Side
- ▶ West End

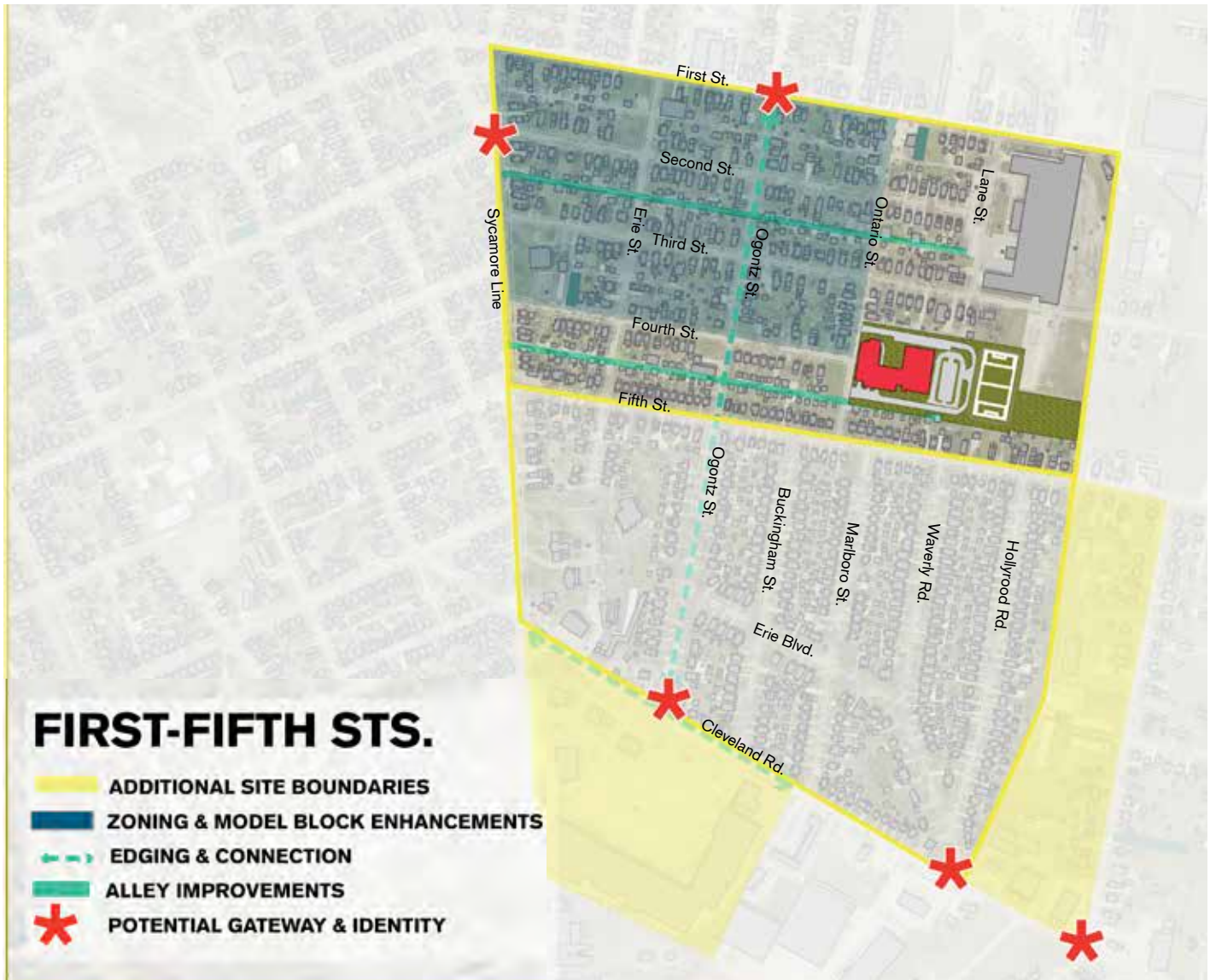
To better understand neighborhood conditions and priorities, three meetings were held in each neighborhood to ask residents what type of investments and changes they would like to see in their area.

Each of the selected six neighborhoods focused on the following:

- ▶ **Model Block Program** A portion of each neighborhood, consisting of about 200 houses, will receive targeted housing funds for projects such as exterior repairs, landscaping, and demolition.
- ▶ **Anchor Project** Neighborhood were selected based on the presence of existing anchors or the ability to create an anchor project, such as a major park renovation, trail project, or streetscaping plan for a major corridor.
- ▶ **Neighborhood Identity and Beautification** Signage, public art and distinctive neighborhood names help enhance market demand and pride of place. Each neighborhood will receive neighborhood identity signage and potential gateways, and small scale beautification efforts.
- ▶ **Programming and Outreach** The Neighborhood Outreach Coordinator will support and implement programming and events such as neighborhood cleanups and block parties, in the neighborhoods.

The following plans were formed using these baseline deliverables and developed at meetings with neighborhood residents. The following pages outline each neighborhood plan, including recommended model block areas and possible improvement projects. City-wide or multi-neighborhood recommendations and tracking metrics are also outlined.





## Model Block Program

The Model Block area includes First, Second, Third, and Fourth Streets (west of the planned Sandusky City Schools 1st & 2nd grade school) between Sycamore and Ontario Streets. These streets were chosen to reinforce the investment being made by Sandusky City Schools, by strengthening the surrounding neighborhood.

Model Block enhancements will focus on code compliance, community events and programming, and green model blocks investments such as energy audits, home weatherization, and installation of energy saving light fixtures and water saving landscapes. Also, there is an opportunity to explore potential zoning changes that would allow for transient vacation rentals, given the close proximity to the lake.

# FIRST THRU FIFTH



A Pier-to-Park Trail would connect to key amenities like the new Ontario School.



A proposed pocket park for a gateway site at Cleveland Road and Erie Boulevard.



Historic district signage to reinforce neighborhood identity.

## Anchor Project

- ▶ The new Ontario School will be an important neighborhood anchor. The Sandusky Neighborhood Initiative will look to leverage the new Ontario School with infill housing and neighborhood connections.

## Neighborhood Identity & Beautification

1. Formalize neighborhood identities and reinforce with investments in signage and identity features for the McKelvey Plat and Historic Erie Boulevard areas, including signage and landscaping at key locations such as McKinley Street and Cleveland Road; Erie Boulevard and Cleveland Road; and Ogontz Street and Cleveland Road. The intersection of Sycamore Line and Perry Street and the north end of Ogontz and First Street are also important locations for gateway signage.
2. Enhance landscaping along high traffic corridors such as Sycamore, Cleveland Street, and First Street as a beautification strategy.
3. Traffic calming measures, including additional stop signs and crosswalks as needed, to slow traffic in business area.

## Other Potential Priorities

- ▶ Alley maintenance efforts throughout the neighborhood and possible green alley pilot project
- ▶ Crosswalks and pedestrian signage along Ogontz Street to draw people toward the lake.
- ▶ Green space improvements to small site at the north end of Ogontz Street near the lake, to provide a neighborhood waterfront destination and a connection to the Pier Track.
- ▶ Trail along railroad spur to link residents to lakefront and downtown.
- ▶ Upgrade Sandusky shrubs as an important identity feature.





## Model Block Program

The Model Block area for the Cove District includes Meigs Street and Sycamore Street. Meigs Street was chosen due to its high visibility. Sycamore Street was chosen because of its central location within the Cove District. Model Block improvements will focus on continued code enforcement, home improvements, a paint program, and a landscaping initiative. The Model Block effort could also include the possible rezoning for parts of the neighborhood to allow for additional vacation rentals.

# COVE DISTRICT



The Pier Track could become a unique regional destination and local neighborhood connection.



Potential public linkage to the waterfront.



Potential green space on Meigs Street.

## Anchor Project

- ▶ Implementation of the Pier Track as a neighborhood amenity and city-wide destination that will be a key part of the planned Sandusky Bay Pathway.
- ▶ Meigs Street reconstruction.

## Neighborhood Identity & Beautification

1. Identify major gateways for signage and public art projects, including distinctive lighting on Cove Street at Sycamore and beautification/streetscape improvements for Meigs Street, a major access way to the neighborhood.
2. Create small but meaningful areas for seating and public access near the waterfront, including a green space on Meigs Street, to open up views to the water.
3. Continue bike paths to First Street and connect to Downtown.

## Other Potential Priorities

- ▶ Trail along railroad spur that will link residents to the lakefront and downtown.
- ▶ Winter amenities.
- ▶ Addressing safety concerns such as absentee landlords and break-ins.





### Model Block Program

The Model Block area is along the Hancock Corridor, between Scott and Monroe Street, extending west to include Wayne Street. This area was chosen due to the high impact that could be made along the Hancock Street Corridor and its surrounding streets. Model Block investments will be targeted toward exterior home maintenance and code compliance.

# SOUTH OF KILBOURNE PLAT



Lighting and signage for Jaycee Park entrance



Signage and pedestrian enhancements in the Cable Park historic district along Wayne Street



Intersection improvements for enhanced pedestrian safety

## Anchor Project

- ▶ Improvements to Jaycee Park, including enhanced entrances off Milan Road and Osborne Street, renovation of the Scott May basketball court, and a bike/pedestrian trail linking Jaycee Park north to the waterfront.

## Neighborhood Identity & Beautification

1. Beautification of the Hancock Corridor with landscaping, public art, and gateways extending to the downtown area.
2. Pedestrian improvements and traffic calming to reinforce the Walk Wayne initiative along Wayne Street from Monroe to Washington, including signage (children playing) and speed tables.
3. Seamless connections and better gateway treatments for Jaycee Park.
4. Pedestrian improvements to intersection of Columbus, Campbell, and Scott.

## Other Potential Priorities

- ▶ Crosswalks between each part of Huron Park, to help unify the park.
- ▶ Repairs and improvements to alley conditions throughout the neighborhood.





## Model Block Program

The Model Block areas for the Garden District are Central Avenue and Osborne Street, important north/south and east/west streets in the neighborhood where investments will have an impact on surrounding areas. Osborne Street has high speed traffic and needs traffic calming measures. Central Avenue has a concentration of historic housing.

# GARDEN DISTRICT



Hayes Avenue improvements could include bike lanes, banners, planters, and small public spaces along the corridor.



Traffic calming for Osborne Street.



A community garden along Depot Street to provide fresh produce for Victory Kitchen.

## Anchor Project

- ▶ Major improvements to Hayes Avenues to support “Eds and Meds” development and the “Healthy Hayes” identity. This includes streetscape enhancements, bike and pedestrian improvements, banners, and lighting/public art for Hayes underpass.
- ▶ Potential Osborne School redevelopment, with market assessment to determine best uses for the building once it is no longer needed as a school and site investments to ensure that the school property remains a community asset.

## Neighborhood Identity & Beautification

1. Traffic tables or other traffic calming efforts for Osborne Street.
2. Central Park improvements including picnic pavilion, picnic tables, grills, adult outdoor recreation options, such as sand volleyball, benches, and a splash pad.
3. Pilot program for improvements (repairs or repaving) for neighborhood alleys.

## Other Potential Priorities

- ▶ Community programs in the parks.
- ▶ Green space/park to encourage outdoor dining for Victory Kitchen, and community garden near Victory Kitchen.
- ▶ Short-term beautification of the American Crayon Factory site that doesn't limit on-going deconstruction efforts of the factory building.





## Model Block Program

The Model Block areas include the streets surrounding Lions Park to complement the City's investments in the park. Housing repairs and maintenance in this area will enhance the neighborhood's appeal for current and prospective residents.

# WEST END



Venice Road sidewalks and bike lanes



Signage, landscaping, and lighting to make drivers aware of the Venice Road Connector near George Street



Possible public access point to Pickerel Creek on a publicly-owned site along Cold Creek Drive, including a viewing platform with terraced seating.

## Anchor Project

- ▶ Streetscape/bike and pedestrian improvements for Venice Road including bike lanes and continuous sidewalks on at least one side of Venice Road.
- ▶ Continue master plan implementation for Lions Park including an improved entrance to the parking lot, electricity in shelters, shelter upgrades, more benches facing the water, and more grills and tables.

## Neighborhood Identity & Beautification

1. Lighting and landscaping for Venice Connector; evergreens to block the view at the end of Venice near George Street; flashing 90 degree turn sign on Venice Connector.
2. Community gathering space, such as a public access point to Cold Creek at city-owned pump station site at Venice Road and Fremont, or an overlook near Pickerel Creek, on a publicly owned site off of Cold Creek Boulevard.
3. Further development of neighborhood identity, including signage for Historic Venice Village.

## Other Potential Priorities

- ▶ Improved connectivity between Cold Creek Crossing and Venice Heights Elementary.
- ▶ Renovations to Wilbert Street Park.
- ▶ Closure of LaSalle Street to deter late-night drug activity.
- ▶ Overall neighborhood maintenance including street and sidewalk repairs and, tree trimming.



## Model Block Program

The Model Block areas includes part of Buchanan Street and the streets surrounding Churchwell Park. Buchanan Street was chosen in anticipation of the new school (part of Sandusky City Schools) planned for the area, since this street will serve as a main route to the school. The streets surrounding Churchwell Park were chosen to address the deteriorating housing surrounding the park.



# SOUTH SIDE



Proposed upgrades to Churchwell park include a walking trail, splash pad, lighting, and signage, with future infill residential development around the park.



Lighting and signage at the Hayes Avenue underpass would provide a safer and more appealing pedestrian connection to the South Side.



A design concept for the Great Wall of Legends highlights local athletes through a picture, short biography, and the athlete's signature.

## Anchor Project

- ▶ Major upgrades to Churchwell Park, including enhanced signage and lighting to make park safer and more visible in the neighborhood, a park structure with running water, restrooms, a sheltered play space, and a splash park.
- ▶ Land assembly and future infill housing around the Churchwell Park.
- ▶ Possible small-scale retail development at southern end of Churchwell Park, off of Perkins, to serve neighborhood shopping needs.

## Neighborhood Identity & Beautification

1. Lighting, landscaping, and bike lanes for Buchanan Street, a key route to the high school.
2. Lighting and art for the Camp and Hayes underpasses, possibly in partnership with high school art department.
3. Short-term beautification of the American Crayon Factory site that doesn't limit on-going deconstruction efforts on the site.
4. The Great Wall of Legends mural along Strobel Field at Cedar Point Stadium.

## Other Potential Priorities

- ▶ Continued and increased code enforcement.
- ▶ Improvements to alleys to address overgrown vegetation, flooding, and pavement conditions.
- ▶ Expanded community programming in Churchwell Park, year-round.

# EVALUATION METRICS & INDICATORS

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As placemaking and model block investments are made in the six target neighborhoods and anchor projects are implemented the City of Sandusky will track the outcomes of this work using the following evaluation metrics.

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## Economic indicators

*Property Values* (Data source: Erie County Auditor)

- ▶ Have neighborhood investments improved residential property values?

Many factors influence property values. But progress can be measured by looking at annual sales prices for homes citywide, and comparing these values to home sales in each of the target neighborhoods. It may take three to five years to see any measurable differences, since the target neighborhoods are small and relatively few properties may change hands in a given year.

*Housing Investment* (Data source: Sandusky Building Department)

- ▶ Are homeowners in target neighborhoods re-investing in their properties?

This can be calculated as the annual percentage of properties in each neighborhood with rehabilitation permits over \$5,000. It can also be measured by the number of residents participating in city housing programs (exterior repair, substantial redevelopment, down payment assistance and landscaping).

*Household and Family Incomes* (Data source: American Community Survey)

- ▶ Do median household and family incomes rise in response to neighborhood investments?

The census occurs every ten years, but median household and family income are estimated through the American Community Survey in the years between. These data are only available at the city level--not by neighborhood, census tract,

or block group. So, for example, we will not be able to tell whether incomes go up in the West End or the South Side. But based on the idea that neighborhood investments make the city as a whole more attractive, it would be useful to track the median annual household and family incomes to see if they increase, and at what rate, during the city's bicentennial year and beyond.

A family, as defined by the census bureau, includes at least two related people living together. Households can be a family, an individual or unrelated people living together. Based US Census data from 2011 through 2015 (released in December 2016), Sandusky's median household income is \$33,786; median family income is \$42,928.

*Property and Income Tax Revenues* (Source: Erie County Auditor and Regional Income Tax Agency)

- ▶ Do property tax revenues municipal tax revenues increase in response to neighborhood investments?

As with household and family incomes, property and income tax revenues may need to be calculated city-wide, rather than by neighborhood.

## Quality of life indicators

*Walkability* (Data source: Walk Score)

The walkability of a neighborhood has a positive impact on home values. Homes located in more walkable neighborhoods—those with a mix of common daily shopping and social destinations within a short distance—command a price premium over otherwise similar homes in less walkable areas. Walk Score measures the number of typical consumer destinations within walking distance of a house, with scores ranging from 0 (car dependent) to 100 (most walkable). The destination categories include:

- ▶ drinking and dining establishments
- ▶ grocery stores
- ▶ shopping
- ▶ general errands
- ▶ parks
- ▶ schools
- ▶ culture and entertainment

In the typical market, an additional one point increase in Walk Score is associated with between an increase in home values of \$500 and \$3,000, after controlling for other factors that are known to influence housing values. This is based on an analysis of housing prices and walkability that estimate the value consumers attach to a variety of characteristics including nearby destinations, pedestrian amenities, and neighborhood features.

Taken as a whole, the Walk Score for Sandusky in 2017 is 47. This score indicates that Sandusky is a car-dependent city. However, Downtown Sandusky has a Walk Score of 79, indicating a very walkable area where most errands can be accomplished on foot.

The 2017 Walk Scores for the six target neighborhoods, based on a measurement point in the center of each neighborhood are:

- ▶ First thru Fifth: Walk Score of 55, a somewhat walkable neighborhood [Walk Score calculated using the intersection of 3<sup>rd</sup> Street and Ogontz as a reference point]
- ▶ Cove District: Walk Score of 66, a somewhat walkable neighborhood [Walk Score calculated using the intersection of Meigs Street and Dutch Lane as a reference point]
- ▶ South Side: Walk Score of 51, a somewhat walkable neighborhood [Walk Score calculated using the intersection of Camp Street and Buchanan as a reference point]
- ▶ Midtown Kilbourne: Walk Score of 70, a very walkable neighborhood [Walk Score calculated using the intersection of Wayne Street and Neil as a reference point]
- ▶ Garden District: Walk Score of 75, a very walkable neighborhood [Walk Score calculated using the intersection of Hayes Avenue and Polk Street as a reference point]
- ▶ West End: 2017 Walk Score of 18, a car-dependent neighborhood [Walk Score calculated using the intersection of Venice Road and Cold Creek Boulevard as a reference point]



By comparing Walk Scores from year to year in the six neighborhoods, the city can estimate the impact of anchor projects, model blocks, and place making investments as they are implemented. The six target neighborhoods should see an increase in Walk Scores, and perhaps a corresponding increase in residential property values.<sup>1</sup>

*Infrastructure* (Data source: Sandusky Public Services Department)

- ▶ Is the condition of streets, sidewalks, and alleys improving?

Linear feet and dollar value of infrastructure improvements.

*Crime and Perceptions of Safety* (Data Sources: Crime Scout; City of Sandusky crime data)

- ▶ Do neighborhoods where place making efforts and model blocks investments are implemented experience a per capita decline in property crimes?

Efforts to track crime data could focus on property crimes such as vandalism, car thefts, home break-ins, and illegal dumping. Property crime involves the taking of property, and does not involve force or threat of force against a victim. These are the kinds of criminal activities most likely to decrease in response to place making and model blocks investments.

In 2015, the property crime rate for the City of Sandusky was 34.15 per 1,000 population, higher than average when compared to all other communities in the US of all population sizes.<sup>2</sup> The property crime rate is influenced by many factors and it would be nearly impossible to determine if any reduction in the rate could be tied to specific place making investments. However, tracking the crime rate by neighborhood, if possible, could be used to support public education and neighborhood block watch efforts.

## Place Attachment

*Homeownership / Proportion of housing units occupied* (Data Source: American Community Survey)

- ▶ Do housing vacancy rates decline and homeownership rates increase when place making investments and model blocks programs are implemented?

Rental and homeowner vacancy rates and homeownership rates are available based on the decennial US census. Census data are available citywide and at the census tract block group level. Block groups roughly correspond to the boundaries of the target neighborhoods

In the ten years between censuses, annual estimates of housing occupancy and housing tenure are available, but these numbers are for the entire city, not broken down by census tracts, block groups or neighborhoods.

*Housing code citations per 1000 properties* (Data Source: City of Sandusky Division of Code Enforcement)

- ▶ Are there fewer housing code violations in Model Blocks areas?
- ▶ Is the rate of housing code compliance higher in Model Blocks areas?

Housing code citations may actually increase in the early part of a Model Blocks program, since enforcement efforts will be focused on these areas and residents may be more likely to share their complaints about problem properties with the city. But over time, targeted enforcement should yield a reduction in code citations and a higher rate of code compliance.

*Residents' self-reported quality of life and well-being* (Data Source: Community Quality of Life Survey)

Quality of life surveys measure residents' perceptions about their neighborhoods. Surveys are increasingly being used in some communities to

measure the impacts of place making investments. To be effective, a survey would need to be developed and issued before implementation efforts for the neighborhood plans begin, preferably by the end of 2017. Then, the survey would be reissued annually or biannually, providing the city with useful data on a series of progress indicators.

The most efficient way to conduct a survey is online, using [Survey Monkey](#), [getfeedback](#) or a similar tool. If this would miss too many people who lack internet access, a paper survey could also be issued. However, a paper survey would incur costs for printing, postage, and hand-tabulating the survey results.

Sandusky's Community Quality of Life Survey could be short and user-friendly, to encourage widespread participation. It could be issued only to residents in the target areas, or it could be issued citywide to allow for a comparison between perceptions in target areas versus the city as a whole.

The survey would begin with a map, where residents are asked to identify the area of the city where they live. Keeping the survey anonymous typically leads to better results and higher rates of participation, but we will want to see approximately where each survey participant lives.

The survey could be limited to ten key indicators, such as:

1. Percentage of residents who say they feel "unsafe," "fairly safe" or "very safe" outside during the day and after dark.
2. Percentage of residents who think that vandalism, graffiti, or other property damage is a problem in their neighborhood.
3. Percentage of residents who think that home maintenance/yard maintenance standards in their neighborhood are "improving," "declining," or "staying about the same."
4. Percentage of residents who think that the condition of streets, sidewalks, alleys, parks, and public spaces in their neighborhood is "improving," "declining," or "staying about the same."
5. Percentage of residents who feel it's easy to get around in their neighborhood on foot, by bike, via transit, and by car.
6. Percentage of residents in who have participated in events and activities in their neighborhoods "frequently," "occasionally," or "not at all" over the past year.
7. Percentage of people who feel they can influence decisions affecting their neighborhood.
8. Percentage of residents who find it easy to access key local services.
9. Percentage of residents who recognize and identify with the name of their neighborhood.
10. Percentage of residents who agree or strongly agree with the statement that "Sandusky is a great place to live."

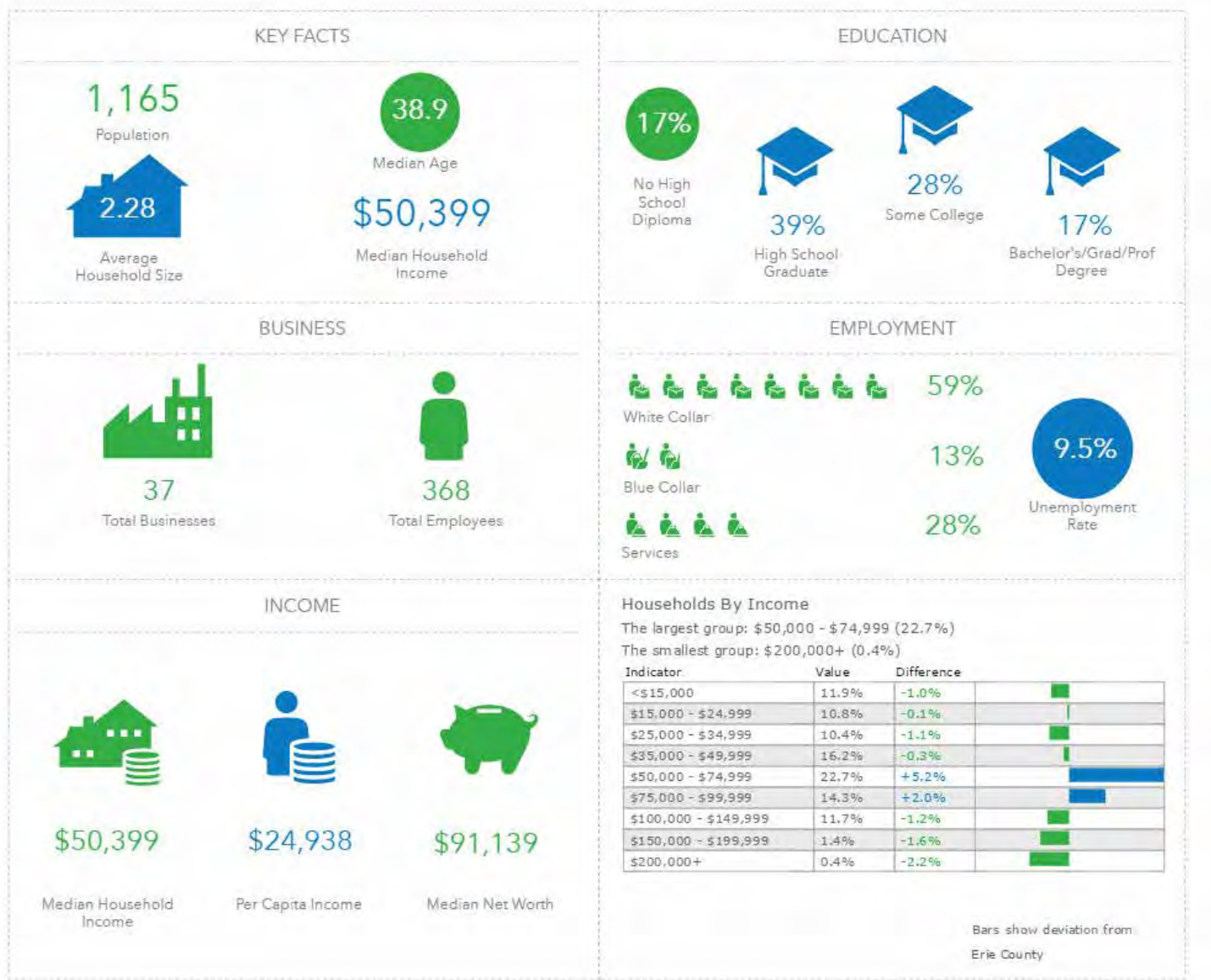
## Neighborhood Identity and Branding

In addition to collecting responses through the quality of life survey, the city could track awareness and identification with neighborhood names and branding efforts via a Twitter and Instagram hashtag campaign. A city could develop a marketing campaign or contest to encourage residents to use hashtags like #covedistrict, #southside, #healthyhayes, etc. The city could track the extent to which these neighborhood names are being adopted.

## Notes

- 1 CEOs for Cities. Walking the Walk: How Walkability Raises Home Values in US Cities. August 2009.
- 2 Sandusky, Ohio Crime Rates, [www.neighborhoodscout.com/oh/sandusky/crime](http://www.neighborhoodscout.com/oh/sandusky/crime).

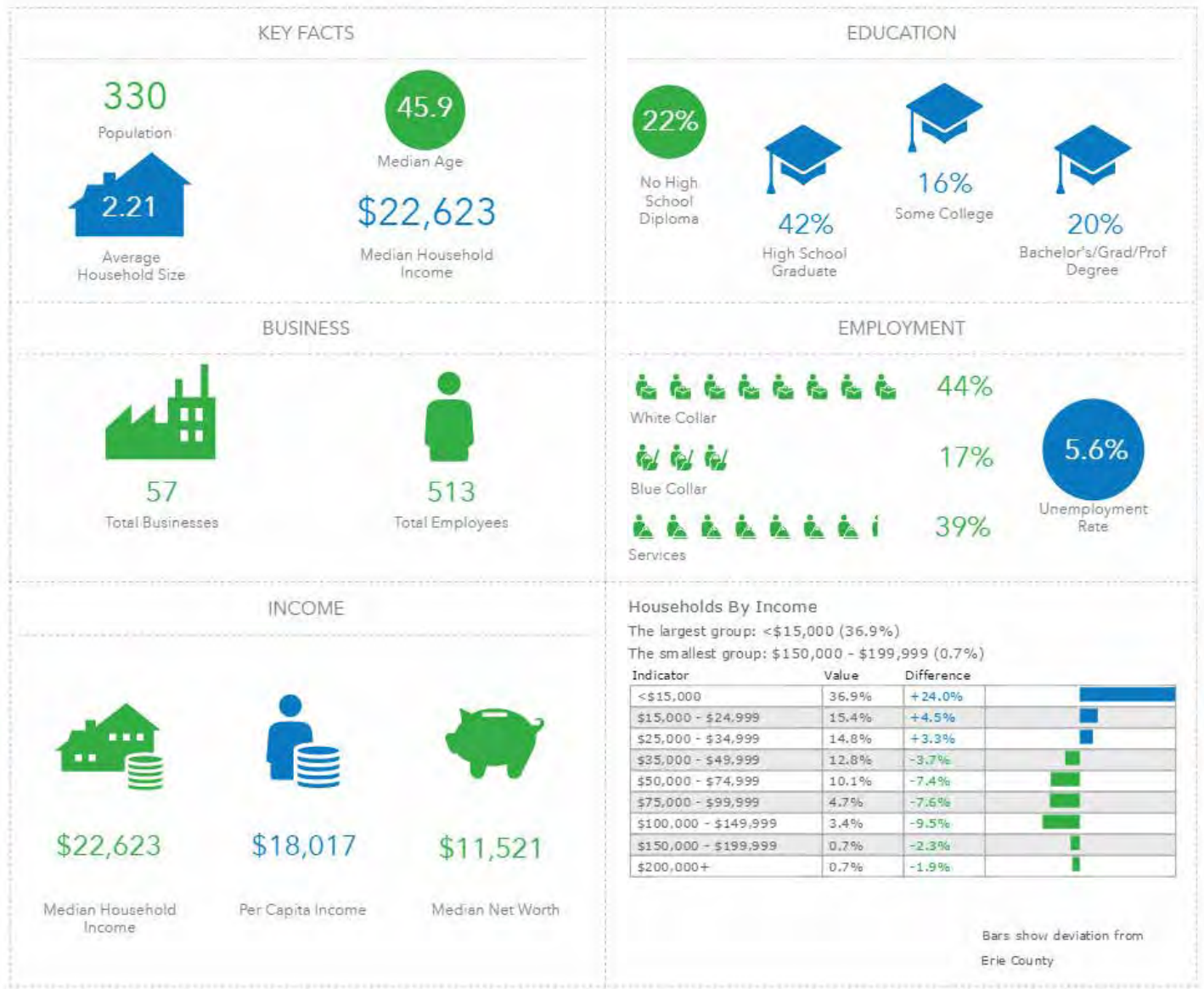
# FIRST THRU FIFTH Baseline Data



## FIRST THRU FIFTH DISTRICT 2016

- Owner Occupancy Rate – 64%
- Vacancy Rate – 12%
- Building Permits (\$5000+) – 3
- Open Code Violations – 16
- Average Housing Value – \$58,000
- Median Home Income – \$50,000
- Walkability Score – 55

# COVE DISTRICT Baseline Data

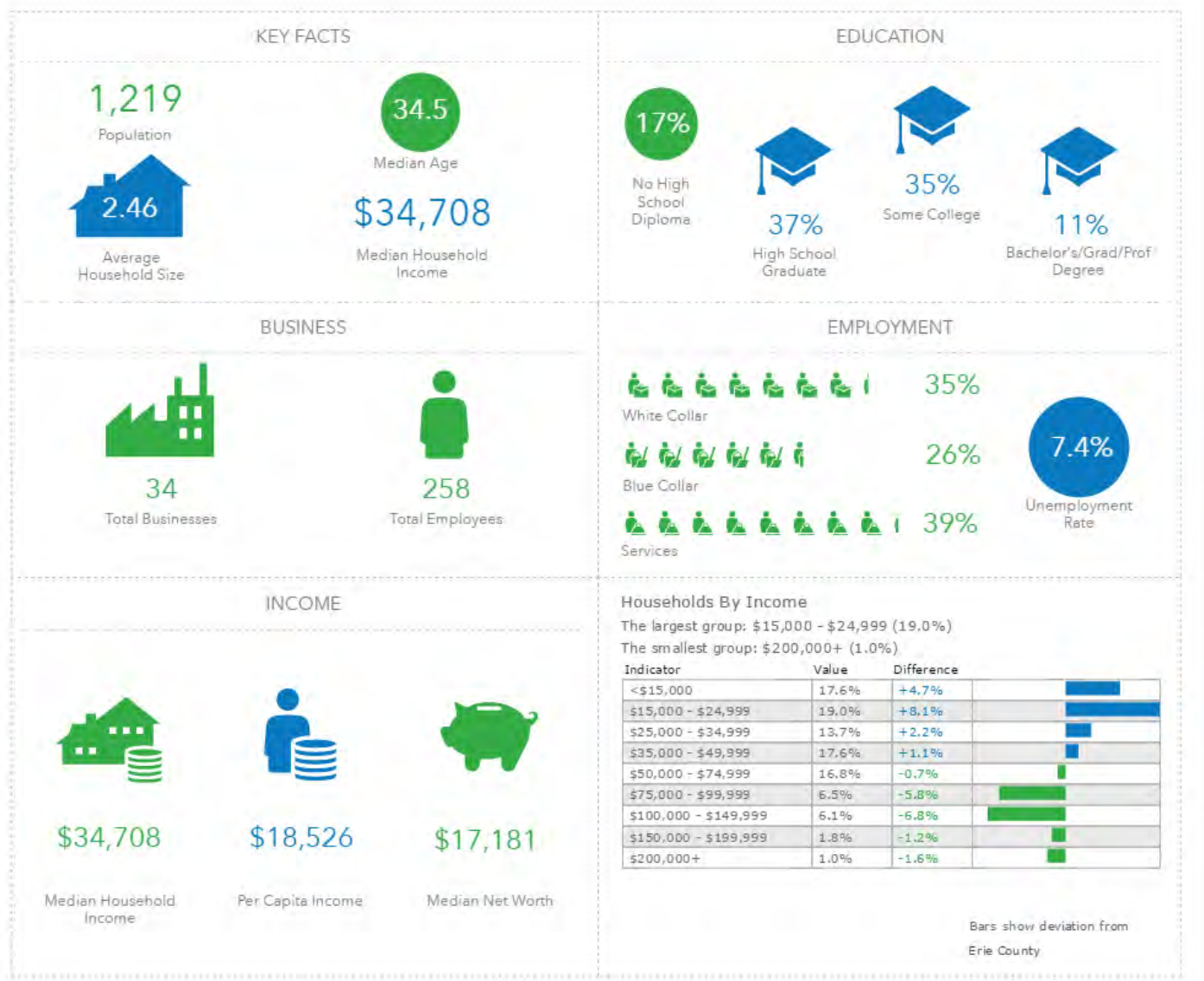


## COVE DISTRICT 2016

- Owner Occupancy Rate – 23%
- Vacancy Rate – 33%
- Building Permits (\$5000+) – 11
- Open Code Violations – 9
- Average Housing Value – \$75,000
- Median Home Income – \$23,000
- Walkability Score – 66



# SOUTH OF KILBOURNE PLAT Baseline Data

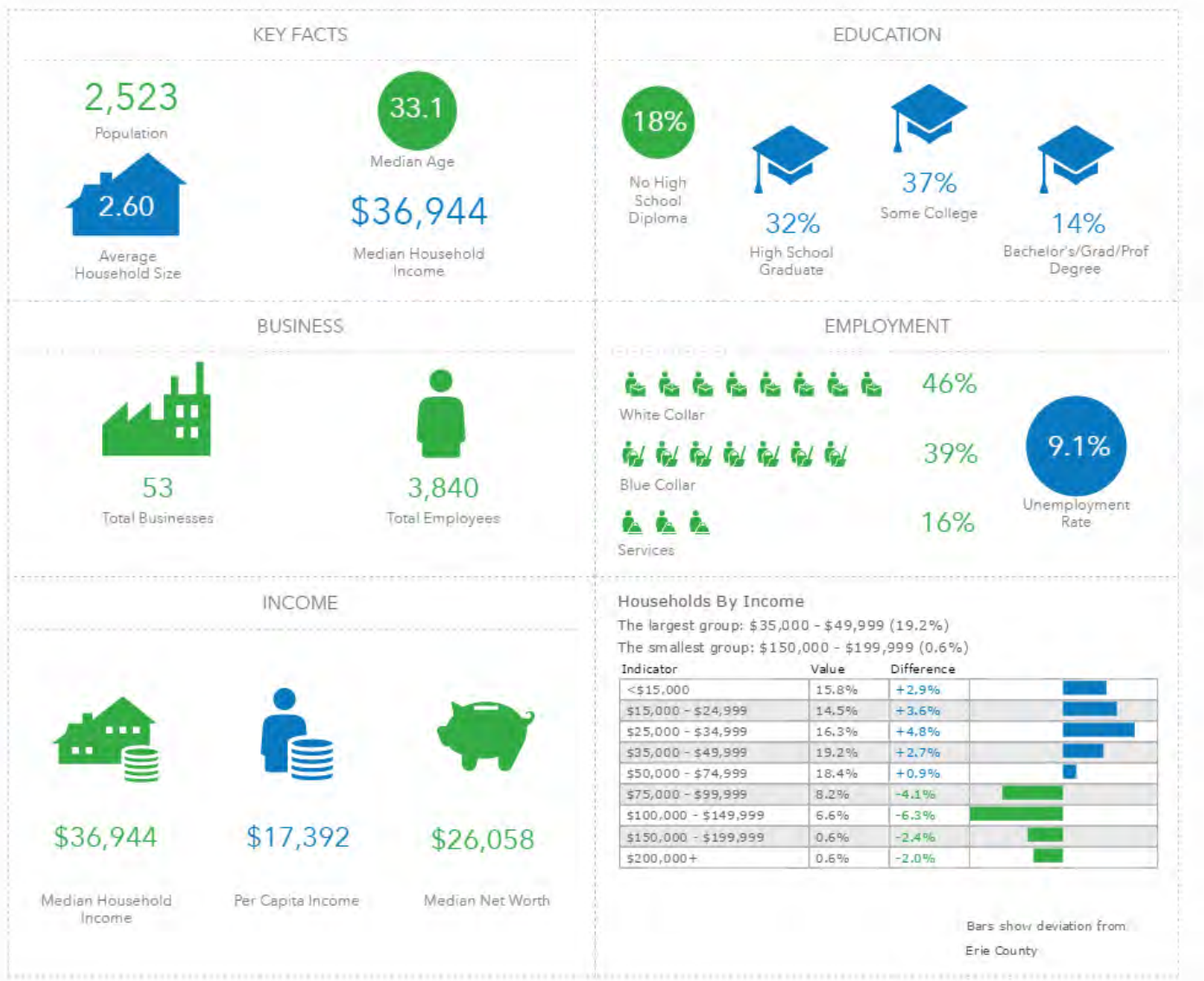


## SOUTH OF KILBOURNE 2016

- Owner Occupancy Rate – 41%
- Vacancy Rate – 14%
- Building Permits (\$5000+) – 6
- Open Code Violations – 11
- Average Housing Value – \$96,000
- Median Home Income – \$35,000
- Walkability Score – 70



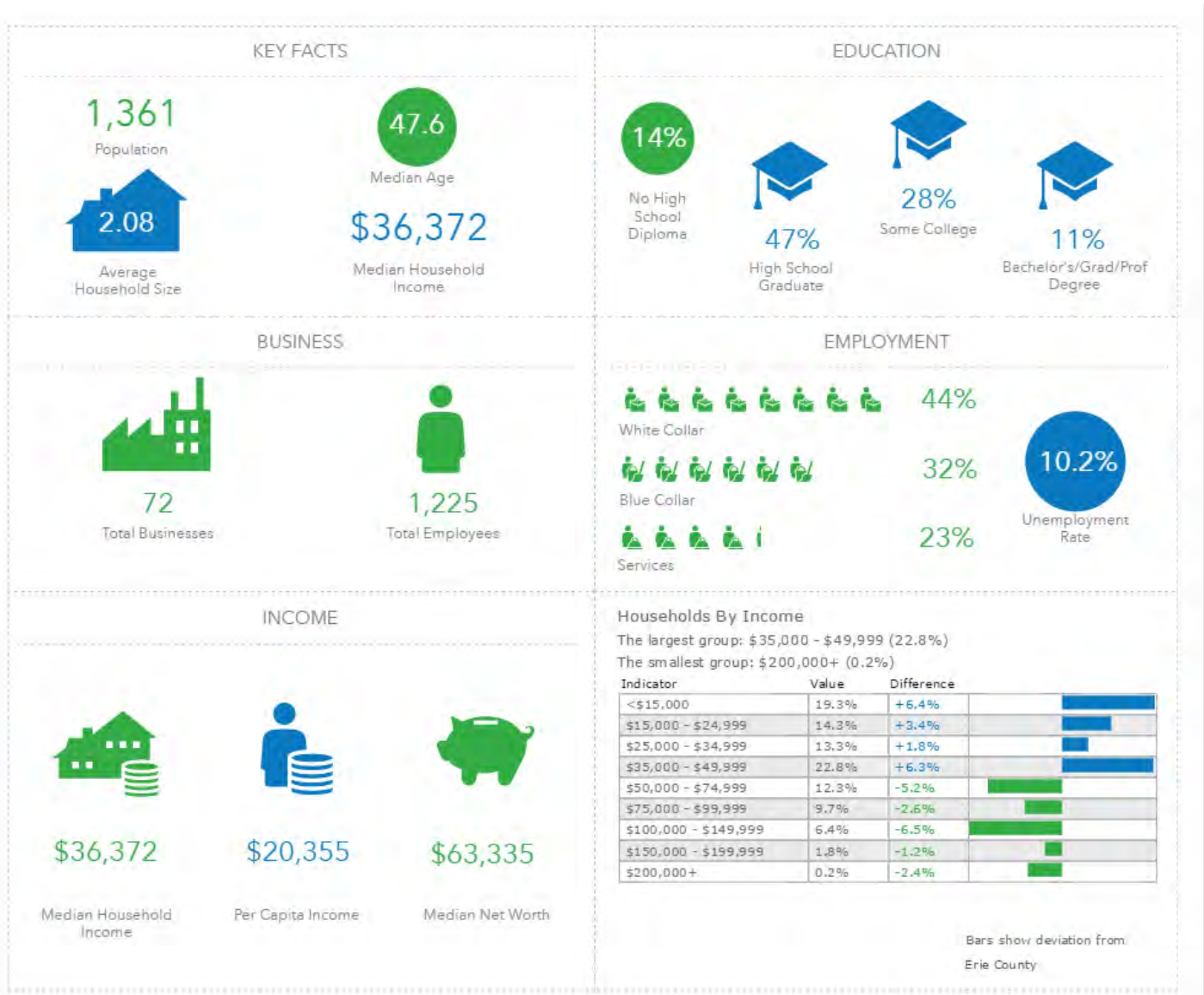
# GARDEN DISTRICT Baseline Data



## GARDEN DISTRICT 2016

- Owner Occupancy Rate – 40%
- Vacancy Rate – 18%
- Building Permits (\$5000+) – 9
- Open Code Violations – 32
- Median Housing Value – \$69,000
- Median Home Income – \$37,000
- Walkability Score – 75

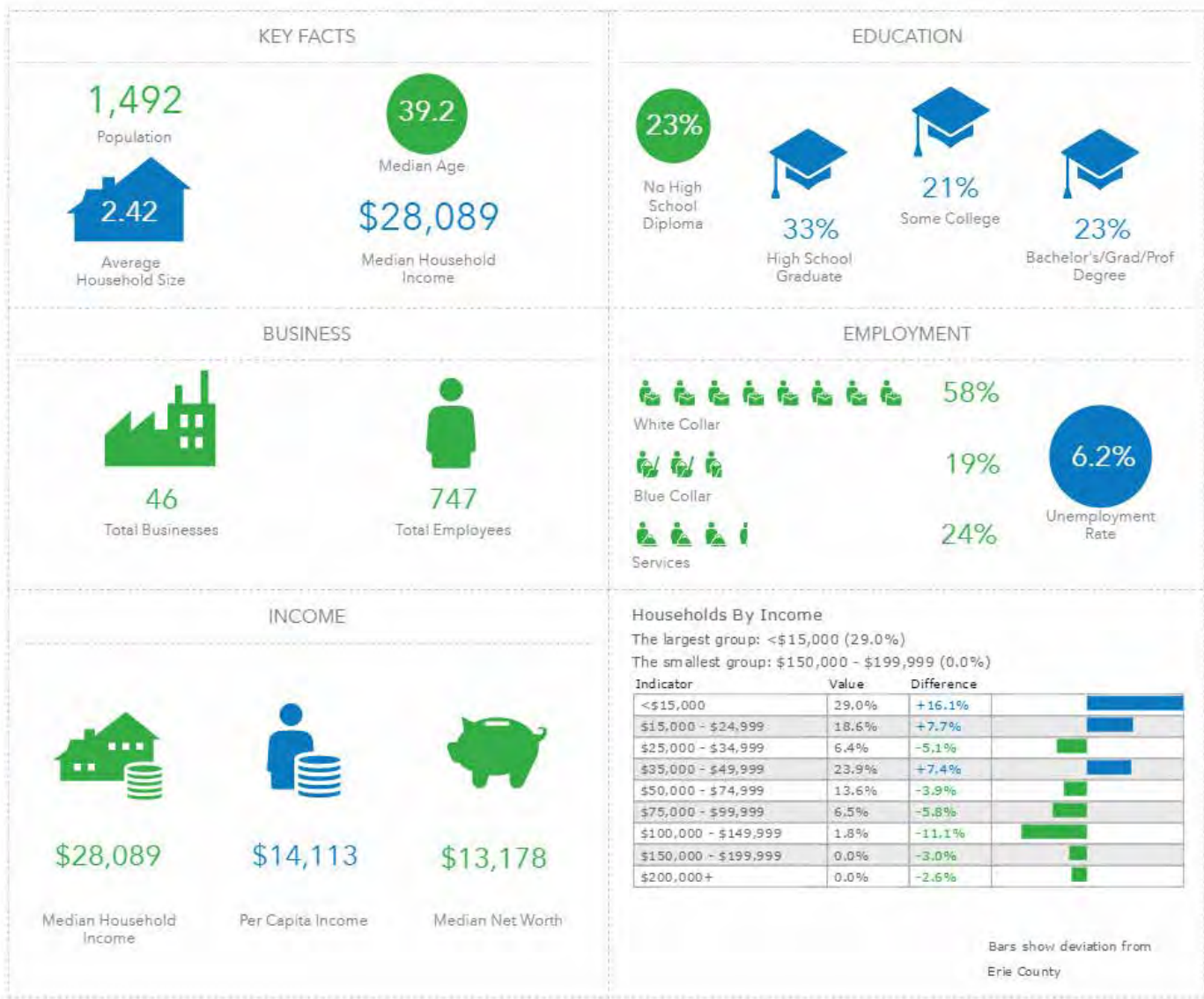
# WEST END Baseline Data



## WEST END 2016

- Owner Occupancy Rate – 62%
- Vacancy Rate – 13%
- Building Permits (\$5000+) – 9
- Open Code Violations – 7
- Median Housing Value – \$90,000
- Median Home Income – \$36,000
- Walkability Score – 18

# SOUTH SIDE Baseline Data



## SOUTH SIDE 2016

- Owner Occupancy Rate – 33%
- Vacancy Rate – 22%
- Building Permits (\$5000+) – 2
- Open Code Violations – 15
- Median Housing Value – 62k
- Median Home Income – 28k
- Walkability Score – 51

## SOURCES

- Erie County Auditor (Median Housing Value)
- US Census American Community Survey (Owner Occupancy Rate, Vacancy Rate, Median Home Income)
- Sandusky Building Division (Building Permits)
- Sandusky Code Enforcement Division (Code Violations)
- Walk Score (Walkability Scores)



**DEPARTMENT OF PUBLIC WORKS**

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**AARON M. KLEIN, P.E.**

222 Meigs Street  
Sandusky, Ohio 44870  
Phone 419/627-5829  
Fax 419/627-5933  
aklein@ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Jane E. Cullen, P.E.

Date: June 26, 2017

**Subject: Commission Agenda Item – Venice Road 30” Sanitary Sewer Cleaning Project**

**ITEM FOR CONSIDERATION:** Ordinance awarding a contract to C & K Industrial Service, Cleveland, Ohio for Venice Road 30” Sanitary Sewer Cleaning Project.

**BACKGROUND INFORMATION:** The existing 30” sanitary sewer is located along the south side of Venice Road at the Thorpe Drive intersection extending east to Edgewater Drive. As part of the Bay View Project, Erie County cleaned approximately 500 linear feet of the existing 30” sanitary sewer from Thorpe Drive to the manhole in front of #4304 Venice Road to allow video inspection to determine the location of sanitary service laterals along Venice Road before this section of pipe was slip lined under their contract. This project will clean the remainder of that sewer approximately 3,100 feet to gain full capacity in the existing 30” sanitary sewer. This project isn’t being completed by the City’s sewer maintenance department due to the fact that contractors have larger equipment that will allow them to more efficiently clean this size sewer and the volume of debris that needs to be removed.

The following bid was received on June 23, 2017.

C&K Industrial	\$25,407.00
Cleveland, Ohio	100% Bid Bond

The engineer’s estimate was \$30,000.00. In 2012 C&K Industrial Services, Inc. successfully completed the Eastside and Westside Interceptors Cleaning Project which involved cleaning 18,100 LF of 54” sewer.

**BUDGETARY INFORMATION:** The total cost of the project, based on the bid and including engineering, inspection, advertising, and miscellaneous costs is \$27,947.70 and will be paid with Sewer Funds from the O&M budget

**ACTION REQUESTED:** It is requested that an Ordinance be awarded for the construction contract to C&K Industrial, Cleveland, Ohio in the amount of \$25,407.00 and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City in order to complete the project by the contract completion date of August 25, 2017.

I concur with this recommendation:

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Eric Wobser  
City Manager

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Aaron Klein, P.E.  
Director

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



ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH C & K INDUSTRIAL SERVICE OF CLEVELAND, OHIO, FOR THE VENICE ROAD 30" SANITARY SEWER CLEANING PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, this City Commission declared the necessity to proceed with the proposed Venice Road 30" Sanitary Sewer Cleaning Project by Resolution No. 029-17R, passed on May 22, 2017; and

**WHEREAS**, the existing 30" sanitary sewer is located along the south side of Venice Road at the Thorpe Drive intersection extending east to Edgewater Drive and as part of the Bay View Project, Erie County cleaned approximately 500 linear feet of the existing 30" sanitary sewer from Thorpe Drive to the manhole in front of #4304 Venice Road to allow video inspection to determine the location of sanitary service laterals along Venice prior to slip-lining this section of sewer; and

**WHEREAS**, this proposed Venice Road 30" Sanitary Sewer Cleaning Project involves cleaning the remainder of the sewer, which is approximately 3,100 feet, to gain full capacity in the existing 30" sanitary sewer; and

**WHEREAS**, upon public competitive bidding as required by law one (1) appropriate bid was received and the bid from C & K Industrial Service of Cleveland, Ohio, was determined to be the lowest and best bid; and

**WHEREAS**, the total cost of this project based on the bid, including engineering, inspection, advertising and miscellaneous expenses is \$27,947.70 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 for the project to be completed by the contract completion deadline of August 25, 2017; and

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

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

Section 1. The City Manager is authorized and directed to enter into a contract with C & K Industrial Service of Cleveland, Ohio, for the Venice Road 30" Sanitary Sewer Cleaning Project in an amount **not to exceed** Twenty Five



Thousand Four Hundred Seven and 00/100 Dollars (\$25,407.00) consistent with the bid submitted by C & K Industrial Service of Cleveland, Ohio, currently on file in the office of the Director of Public Works.

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

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

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

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

ATTEST: \_\_\_\_\_  
KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

Passed: July 10, 2017



## DEPARTMENT OF PUBLIC WORKS

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AARON M. KLEIN, P.E.  
Director

222 Meigs Street  
Sandusky, Ohio 44870  
Phone 419/627-5829  
Fax 419/627-5933  
aklein@ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Jane E. Cullen, P.E.

Date: June 26, 2017

Subject: Commission Agenda Item – Professional Design Services Agreement with K.E. McCartney & Associates, Inc. (KEM)

**ITEM FOR CONSIDERATION:** Legislation for approval to enter into a Professional Services Agreement for the design of the Thorpe Drive Culvert Replacement Project with K.E. McCartney & Associates, Inc. (KEM)

**BACKGROUND INFORMATION:**

The existing culvert is corrugated metal multi plate arch structure located on Thorpe Drive between Venice Road and Venice Heights Boulevard. It was original installed in 1956 and recently in February 2017 the Ohio Department of Transportation (ODOT) completed a Bridge Load Summary Report for this structure. Due to the heavy corrosion noted in the culvert pipe, ODOT recommended installing weight limit signs for the bridge which was completed in February by the City's street department. They also recommended replacing the culvert with a new concrete box culvert or slipping a new smaller culver inside the existing one. Due to problems with quality control when pumping grout into the annular spaces between the existing culvert and a new one, it was determined to do a complete replacement of the culvert. The proposed work will also involve replacing the existing sidewalk on the west side of Thorpe Drive and installing new sidewalk on the east side where currently there is a gap in the sidewalk.

K.E. McCartney & Associates, Inc. (KEM) was the top ranked design firm to perform the design of the Thorpe Drive Culvert Replacement Project based on the 2016 – 2017 Biennial Request for Statements of Qualifications process. KEM has extensive experience with the design aspects of this project. A final Scope of Services (SOS), dated June 5, 2017, is attached to the legislation as Exhibit "A". The original estimated budgetary numbers was for \$15,000.00 for a design consultant, however, additional survey work and geotechnical investigation was added to the scope of work which increased the cost estimate.

**BUDGETARY INFORMATION:** The not to exceed cost for professional design services is \$21,480.00 and will be paid with Capital Projects Funds made available through Issue 8.

**ACTION REQUESTED:** It is recommended that an ordinance for a professional design services contract for the Thorpe Drive Culvert Replacement Project in the amount of \$21,480.00 be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to finish with the survey and design of this project during the 2017 calendar year which is the timeframe listed in the Public Works Department 5 Year Capital Improvement Plan schedule.

I concur with this recommendation:

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Eric Wobser  
City Manager

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Aaron Klein, P.E.  
Director

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

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL DESIGN SERVICES WITH K.E. MCCARTNEY & ASSOCIATES, INC., OF MANSFIELD, OHIO, FOR THE THORPE DRIVE CULVERT REPLACEMENT PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

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

**WHEREAS**, the Thorpe Drive Culvert Replacement Project involves the complete replacement of the Thorpe Drive culvert and includes replacing the existing sidewalk on the west side of Thorpe Drive and installing new sidewalk on the east side where currently there is a gap in the sidewalk; and

**WHEREAS**, K.E. McCartney & Associates, Inc. will be providing professional services for the design and preparation of construction contract plans for replacement of the deteriorating corrugated metal culvert with a new precast concrete box culvert over Cold Creek and these services are more fully described in the Scope of Services, which is attached to this Ordinance and marked Exhibit "A" and specifically incorporated herein; and

**WHEREAS**, K.E. McCartney & Associates, Inc. was selected as the top-ranked design firm for the Thorpe Drive Culvert Replacement Project through the 2016-2017 Biennial Request for Statements of Qualifications (SOQ) for Services process based on the firm's experience, professional expertise and technical ability necessary to complete the required tasks as they have extensive experience with the design aspects of the project; and

**WHEREAS**, the cost of the professional design services is \$21,480.00 and will be paid with Issue 8 funds from the Capital Projects Fund; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to finish the survey and design portion of the project in the 2017 calendar year which is consistent with the timeframe in the City's 5-Year Capital Improvement Plan schedule; 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 K.E. McCartney & Associates, Inc., of Mansfield, Ohio, for Professional Design Services for the Thorpe Drive Culvert Replacement Project, substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the terms of this Ordinance, at an amount **not to exceed** Twenty One Thousand Four Hundred Eighty and 00/100 Dollars (\$21,480.00).

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: July 10, 2017

AGREEMENT  
FOR  
PROFESSIONAL DESIGN SERVICES

This Agreement for Professional Design Services (this “Agreement”), made as of \_\_\_\_\_, 2017, by and between the City of Sandusky (the “City”), whose contact person shall be the Director of Public Services designated below or successor (the “City Engineer”), and K.E. McCartney & Associates, Inc. (the “Architect/Engineer”), whose contact person and address are set forth below.

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

Project Name:	Thorpe Drive Culvert Replacement
Director of Public Works:	Aaron Klein, P.E.
Address:	Department of Public Works City of Sandusky 222 Meigs Street Sandusky, Ohio 44870
Architect/Engineer:	K. E. McCartney & Associates, Inc.
Contact:	James D. Mawhorr, P.E., P.S.
Address:	52 N. Diamond St Mansfield, OH 44902

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

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

WHEREAS, the Architect/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 Architect/Engineer agree as follows:

**ARTICLE 1. RESPONSIBILITIES OF ARCHITECT/ENGINEER**

**1.1. Architect/Engineer’s Services**

1.1.1. Scope of Services; Applicable Law. The Architect/Engineer shall provide professional 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 Architect/Engineer shall provide such services in accordance with the applicable Sections of the Ohio Revised Code and any applicable state rules and regulations, any applicable federal and local statutes, ordinances, rules and regulations and the Contract Documents.



1.1.2. Timeliness; Standard of Care. The Project Schedule shall be established by mutual agreement between the City and the Architect/Engineer within thirty (30) days after the execution hereof. The Architect/Engineer shall perform the Architect/Engineer's services in accordance with professional standards of skill, care, and diligence in a timely manner in accordance with the Project Schedule so as to cause no delay, interference, disruption, or hindrance in the Work, and so that the Project shall be completed as expeditiously and economically as possible within the Construction Budget and in the best interests of the City.

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

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

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

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

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

### **2.1. General**

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

## **ARTICLE 3. ADDITIONAL SERVICES**

### **3.1. General**

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

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

#### **ARTICLE 4. RESPONSIBILITIES OF THE CITY**

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

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

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

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

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

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

#### **ARTICLE 5. COMPENSATION**

##### **5.1. Direct Personnel Expense**

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

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

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

## **5.2. Reimbursable Expenses**

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

5.2.2. Limits. The Architect/Engineer shall use all reasonable means to minimize Reimbursable Expenses.

## **5.3. Basis of Compensation**

5.3.1. Basic Fee. For Basic Services provided by the Architect/Engineer and all Consultants, the City shall pay the Architect/Engineer a Basic Fee in accordance with Paragraph 5.4 hereof in the amount of \$21,480.00 (twenty-one thousand four hundred and eighty dollars). A change in the Basic Fee may be made only by an amendment in accordance with Subparagraph 9.5.2.

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

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

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

## **5.4. Method and Terms of Payment**

5.4.1. Basic Fee. Payment of the Basic Fee shall be made monthly upon invoice of actual services performed. The Basic Fee shall be subject to all setoffs in favor of the City for claims against the Architect/Engineer.

5.4.2. Additional Fees, Reimbursable Expenses. Payments of Additional Fees for Additional Services in accordance with Article III and Subparagraph 5.3.2 and for Reimbursable Expenses as set

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

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

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

## **ARTICLE 6. INSURANCE AND INDEMNIFICATION**

### **6.1. Insurance**

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

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

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

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

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

## **6.2. Indemnification**

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

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

## **ARTICLE 7. DISPUTE RESOLUTION PROVISIONS**

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



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

**7.3. Request Information.** In every written request filed pursuant to Paragraph 7.2, the Architect/Engineer shall provide the nature and amount of the request; identification of persons, entities and events responsible for the request; activities on the Project Schedule affected by the request or new activities created by any delay and the relationship with existing activities; anticipated duration of any delay; and recommended action to avoid or minimize any future delay.

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

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

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

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

## **ARTICLE 8. TERMINATION AND REMEDIES**

### **8.1. Termination of Agreement**

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

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

8.1.2. Architect/Engineer's Remedies Upon Termination by City Without Cause or Upon Termination by Architect/Engineer. In the event of a termination which is not due to the failure of the Architect/Engineer to perform in accordance with the terms of this Agreement, the Architect/Engineer shall be compensated for all Basic Services of a completed Part performed prior to the termination date in accordance with the percentages set forth in Subparagraph 5.4.1, together with Reimbursable Expenses incurred prior to the termination date. In such event, for services rendered prior to the termination date in an uncompleted Part and for Additional Services, the Architect/Engineer shall receive compensation based on the percentages of completion of that Part or those Additional Services, as applicable, and as reasonably determined by the City, together with Reimbursable Expenses incurred prior to the termination date.

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

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

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

## **8.2. Remedies**

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

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

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

## **ARTICLE 9. MISCELLANEOUS PROVISIONS**

### **9.1. Ownership and Use of Documents**

9.1.1. Property of City. Drawings and other documents prepared by, or with the cooperation of, the Architect/Engineer or any Consultant pursuant to this Agreement, including all copyrights, are the property of the City whether or not the Project for which they are prepared is commenced or completed. The Architect/Engineer or Consultant, as applicable, may retain copies, including reproducible copies of such drawings and other documents for information and reference. Such drawings or other documents may be used by the City or others employed by the City for reference in any completion, construction, correction, remodeling, renovation, reconstruction, alteration, modification of or addition to the Project, without compensation to the Architect/Engineer or Consultant. Such drawings or other documents shall not be used by the City, or be given or sold by the City to be used by others, on other projects except by agreement in writing and with agreed upon appropriate compensation to the Architect/Engineer or Consultant, as applicable. If an event occurs for which the Architect/Engineer or Consultant may be liable, the City shall notify the Architect/Engineer or Consultant of such event as soon as practical after such event and shall provide access to the Project to the Architect/Engineer or Consultant and their representatives. This Subparagraph shall survive termination of this Agreement.

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

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

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

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

**9.5. Extent of Agreement**

9.5.1. Entire Agreement. This Agreement represents the entire and integrated agreement between the City and the Architect/Engineer and 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 Architect/Engineer and the City.

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

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

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

**9.6. Governing Law**

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

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

**9.7. Notices**

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

9.7.2. Facsimiles. For convenience of communication only, notices, certificates, requests, or other communications hereunder of fewer than ten (10) pages, except requests for payment, may be sent by facsimile transmission to the City at (419) 627-5933 and to the Architect/Engineer at 440-323-3544. Notices, certificates, requests, or other communications sent by facsimile transmission shall not be deemed to be given unless a counterpart is received or mailed in accordance with Subparagraph 9.7.1. Requests for payment may be sent to the City by facsimile transmission only upon specific direction from the City.

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

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

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

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



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

K.E. McCartney & Associates, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

CITY OF SANDUSKY, OHIO

By: \_\_\_\_\_

Eric L. Wobser  
City Manager

CERTIFICATE OF FUNDS

In the matter of:                      Wayfinding & Signage – Construction Administration

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

Dated: \_\_\_\_\_, 2017

CITY OF SANDUSKY, OHIO

By: \_\_\_\_\_  
Hank Solowiej, CPA  
Finance Director

\_\_\_\_\_  
Account Number

\_\_\_\_\_  
Amount

## Engineering Services Agreement

<b>Engineer:</b> K.E. McCartney & Associates, Inc. 52 N. Diamond St. Mansfield, Ohio 44902	<b>Client:</b> City of Sandusky 222 Meigs Street Sandusky, Ohio 44870
<b>Project No.:</b> HY-242	<b>Date:</b> June 5, 2017
<b>Project Name:</b> Thorpe Drive Culvert Replacement	<b>Location:</b> Thorpe Drive, City of Sandusky

**Description:**  
 Engineering Services for the design and preparation of construction contract plans for replacement of the deteriorating corrugated metal culvert with a new precast concrete box culvert over Cold Creek.

**Scope of Services:**  
 Engineer will provide the following services:

**Surveying**

1. KEM will complete all necessary topo field work and develop the base map of existing conditions.

**Geotechnical Investigation**

1. TTL will advance soil borings at each end of the proposed culvert to determine top of rock elevation and any need for undercutting for the culvert bedding.

**Preliminary Roadway Plans**

1. Title Sheet
2. Typical Section
  - a. Pavement replacement will be kept to a minimum and the new pavement will match the existing buildup.
  - b. Proposed roadway width will match the existing.
3. Plan & Profile (1 sheet)
  - a. The proposed profile is anticipated to match existing
4. Utility Coordination
5. Preliminary Cost Estimate
6. Preliminary Design submission and revisions

**Preliminary Structure Plans**

1. Site visit to review existing conditions
2. General Plan
3. Preliminary structure design (culvert and wingwalls)
4. Review two soil borings completed by TTL.
5. Preliminary Cost Estimate
6. Preliminary Design submission and revisions

**Final Roadway Plans**

1. Upon approval of the preliminary design, KEM will proceed with final design of the roadway including:
  - a. Complete Title Sheet
  - b. General Notes
  - c. General Summary and Calculations
  - d. Complete Plan & Profile
  - e. Detour Plan
    - i. Complete road closure from mid-June to mid-July due to proximity of school.
    - ii. Local access will be maintained during construction.
  - f. Utility Coordination (No utility relocation anticipated)
  - g. Sidewalks will be extended on the east side of the roadway to tie into the existing sidewalks.
  - h. Construction Cost Estimate

- i. Review Submissions & Revisions
  - i. Final Submission
  - ii. Tracings Submission
- 2. Pedestrian railing will be installed on top of the headwalls. Guardrail is not anticipated with the low design speed and curbed roadway.
- 3. Catch basins will be per the City of Sandusky's specifications.

**Final Structure Plans**

- 1. Upon approval of the preliminary design, KEM will proceed with final design of the structure including:
  - a. Complete General Plan
  - b. General Notes
  - c. Estimated Quantities
  - d. Box culvert design
  - e. Headwall and wingwall design
  - f. Construction Cost Estimate
  - g. Review Submissions & Revisions
    - i. Final Submission
    - ii. Tracings Submission

**General**

- 1. All specifications will be included on the construction plans or will reference the 2016 ODOT Construction and Material Specifications.
- 2. Hydraulic analysis of the existing stream is not included. The proposed structure will be sized to provide a similar or slightly larger hydraulic opening than the existing culvert.
- 3. No right of way takes are anticipated. Existing right of way plans will be provided by the City.
- 4. Bid documents will be developed by the City.
- 5. The design speed is assumed to be 25 mph and the legal speed is 25 mph.
- 6. Approach work will include asphalt pavement transitions with planing and resurfacing. No approach slabs will be constructed. No roadway cross sections will be prepared.

<b>Fee Arrangement:</b>	Lump Sum billed on percent complete and based on following assumed distribution of cost:	
	1. Surveying	\$ 3,520
	2. Geotechnical Investigation	\$ 2,700
	3. Preliminary Roadway Plans	\$ 1,650
	4. Preliminary Structure Plans	\$ 4,240
	5. Final Roadway Plans	\$ 3,420
	6. Final Structure Plans	\$ 5,950
<b>Total Combined Lump Sum:</b>		<b>\$ 21,480</b>

**KEM 2017 Hourly Rates:**

Principal	\$150.00/HR	Eng. Tech.	\$ 74.00/HR	Survey w/Robotics	\$107.00/HR
Senior Project Manager	\$135.00/HR	RPR	\$ 76.00/HR	Add. Survey Crew Member	\$ 59.00/HR
Project Manager	\$109.00/HR	Admin. Assistant	\$ 62.00/HR	CCTV Services	\$215.00/HR
Project Engineer	\$ 95.00/HR	GIS Tech.	\$ 69.00/HR		

- Special Conditions:**
- 1. Additional services include any not listed in the Scope of Services and will be billed at standard hourly rates following approval of the Client.
  - 2. All permit fees are the responsibility of the Client.
  - 3. Site assessments including archaeological, environmental, ecological and wetland, or other such; and site investigations (other than the two soil borings provided by TTL); are the responsibility of the Client. The Client shall provide KEM with any such assessments, delineations, or investigations that may impact project design.
  - 4. Standard hourly rates may be adjusted annually as of 2018 to reflect current cost associated with inflation and overhead expenses.



## DEPARTMENT OF PUBLIC WORKS

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AARON M. KLEIN, P.E.  
Director

222 Meigs Street  
Sandusky, Ohio 44870  
Phone 419/627-5829  
Fax 419/627-5933  
aklein@ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: June 27, 2017

**Subject: Commission Agenda Item – Accept bids for 2017 Sidewalk Repair & Replacement**

**ITEM FOR CONSIDERATION:** Requesting legislation authorizing the City to accept bids for 2017 Sidewalk Repair & Replacement Project.

**BACKGROUND INFORMATION:** Sidewalks raised by trees or simply deteriorating from old age throughout the City neighborhoods have become an increasing safety concern for many years. Although the Ohio Revised Code states that maintenance and repair of sidewalks are the abutting homeowner's responsibility, the voters have asked, via the passage of Issue 8, to have the City perform these repairs with tax dollars generated by their positive vote. Repair or replacement of a sidewalk can be quite expensive for a residential property owner.

Over the past decade or so when a residential sidewalk complaint was received by the Public Works Department, staff would investigate the issue and notify the abutting homeowner of their responsibility to maintain and/or repair the sidewalk. While responsibility has not changed, these complaints are now tracked in an Excel spreadsheet and a repair project will be devised annually as long as funds are available. If the sidewalk is heaved by an inappropriate boulevard tree, the tree will be scheduled for removal, either as part of the project or as part of the annual tree removal program. Also, ADA accessibility issues reported by the ADA advisory board are being addressed through this project.

Three properties that include trees that are damaging sidewalks on this year's project list will be removed in 2018 by the Department of Public Services. Therefore, they are not included in the sidewalk replacement project. Through visual inspections, curb and gutter were not negatively affected by the trees so those are not currently included in this project. Locations for this project are as follows:

- Curb Ramps at East Market and Wayne (ADA Board recommendation)
- Curb Ramps at West Market and Jackson (ADA Board recommendation)
- 219 48<sup>th</sup> Street
- 215 50<sup>th</sup> Street
- 219 50<sup>th</sup> Street
- 514 50<sup>th</sup> Street
- 547 50<sup>th</sup> Street
- 611 Broadway Street
- 815 Erie Street
- 1505 East Farwell St
- 232 Jackson Street
- 911 West Jefferson St
- 1017 Johnson Street
- 1305 Johnson Street
- 136 Huntington Place
- 608 Lockwood Avenue
- 516 East Madison St
- 901 West Market St
- 519 West Osborne St
- 534 Poplar Street
- 2202 Putman Street
- 1434 Putnam Street
- 1412 Sandusky Street
- 1315 Shelby Street
- 1618 Sherman Street
- 2030 Stahlwood Drive
- 534 Sycamore Lane
- 1020 Third Street
- 901 Vine Street
- 1011 Vine Street
- 1203 Vine Street
- 1437 Wamajo Drive
- 2221 Wilson Street



As a summary, the 2017 project will consist of 8,381 square feet at 33 addresses where sidewalks will be repaired. This equates to approximately 2,000 linear feet of sidewalk repairs. In addition, the curb ramps will be repaired on Market Street at the Wayne Street and Jackson Street intersections to accommodate the ADA committee. One final location of note that is included in the project is the sidewalk and curb on Jackson Street in front of the Rieger Place.

The contractor will be allowed 60 days from the Notice to Proceed.

**BUDGETARY INFORMATION:** The estimated cost of the project, including engineering, inspection, advertising and miscellaneous costs is \$93,530.00 and will be paid with Capital Projects Funds made available through Issue 8. The engineer's estimate for the project is \$89,076.25.

**ACTION REQUESTED:** It is recommended that the proposed 2017 Sidewalk Repair & Replacement be approved for bidding and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to bid the project, receive competitive prices and complete the safety improvements this construction season.

I concur with this recommendation:

---

Eric Wobser  
City Manager

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

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION DECLARING THE NECESSITY FOR THE CITY TO PROCEED WITH THE PROPOSED 2017 SIDEWALK REPAIR & REPLACEMENT PROJECT; APPROVING THE SPECIFICATIONS AND ENGINEER'S ESTIMATE OF COST THEREOF; AND DIRECTING THE CITY MANAGER TO ADVERTISE FOR AND RECEIVE BIDS IN RELATION THERETO; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the proposed 2017 Sidewalk Repair & Replacement Project consists of 8,381 square feet of sidewalk repairs at 33 addresses, including the sidewalk and curb on Jackson Street in front of the Rieger Place, and in addition, the curb ramps will be repaired on Market Street at the Wayne Street and Jackson Street intersections to accommodate the ADA Committee; and

**WHEREAS**, the total estimated cost for this project including engineering, inspection, advertising and miscellaneous expenses is \$93,530.00 and will be paid with Issue 8 funds from the Capital Projects Fund; and

**WHEREAS**, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to bid and award the project and to complete the project and safety improvements this construction season; and

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

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

Section 1. The specifications and estimates of cost as prepared by the Director of Public Works and submitted to this City Commission, and which are now on file in the offices of the Director of Public Works and the Clerk of the City Commission, for the proposed 2017 Sidewalk Repair & Replacement Project be and the same hereby are approved by this City Commission.

Section 2. This City Commission hereby declares it necessary to proceed with the proposed 2017 Sidewalk Repair & Replacement Project at the earliest possible time.

Section 3. The City Manager is authorized and directed to advertise for and to receive bids in relation to the proposed 2017 Sidewalk Repair & Replacement Project as required by law.

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

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

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

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

ATTEST: \_\_\_\_\_  
KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

Passed: July 10, 2017



## DEPARTMENT OF PUBLIC WORKS

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AARON M. KLEIN, P.E.  
Director

Division of Engineering Services  
222 Meigs St  
Sandusky, Ohio 44870  
Phone 419/627-5829  
Fax 419/627-5933  
[aklein@ci.sandusky.oh.us](mailto:aklein@ci.sandusky.oh.us)

To: Eric Wobser, City Manager  
From: Aaron M. Klein, P.E.  
Date: June 27, 2017  
Subject: **Commission Agenda Item – Permission to Award Wayfinding & Signage project**

**ITEM FOR CONSIDERATION:** Ordinance awarding a contract to Ellet Neon Sales and Service, Inc. (Ellet) for the Wayfinding & Signage project.

**BACKGROUND INFORMATION:** Wayfinding signage has been mentioned for many years as a priority by businesses and residents at all of the public meetings and neighborhood tours that have been conducted for the Bicentennial Vision process. Appropriate signage will allow tourists to more easily navigate to and from locations such as parks, museum, marinas, the boat launch, ferries, downtown, Cedar Point, Sports Force, Toft's Dairy, and Firelands Regional Medical Center.

The following four bids were received on June 15, 2017 at a formal public bid opening:

Ellet Neon Sales and Service, Inc. Akron, Ohio	Base Bid	\$320,762.00
	Add Alternate 1	\$ 27,192.00
	Add Alternate 2	\$ 3,275.00
	Add Alternate 3	\$ 9,170.00
	Total	\$360,399.00
Brady Electric & Sign, Inc. Sandusky, Ohio	Base Bid	\$379,000.00
	Add Alternate 1	\$ 34,944.00
	Add Alternate 2	\$ 3,135.00
	Add Alternate 3	\$ 9,044.00
	Total	\$426,123.00
Archer Corporation Canton, Ohio	Base Bid	\$385,711.62
	Add Alternate 1	\$ 32,502.96
	Add Alternate 2	\$ 4,302.90
	Add Alternate 3	\$ 11,048.52
	Total	\$433,566.00
Brilliant Electric Sign Co., Ltd. Cleveland, Ohio	Base Bid	\$436,573.00
	Add Alternate 1	\$ 41,352.00
	Add Alternate 2	\$ 2,485.00
	Add Alternate 3	\$ 5,306.00
	Total	\$485,716.00

The engineer's estimate was \$470,612.00. Ellet Neon Sales and Service, Inc. has been determined to be the lowest and best bidder based on a thorough review of all pertinent documents.

Staff recommends awarding all three alternates which are for 12 compatible parking signs for city lots (AA1), decorative back panels on all 5 large directional signs (AA2), and decorative back panels on all 14 small directional signs.

The contractor will have 120 days from the Notice to Proceed, which would be sometime in October of 2017, to complete the project.

**BUDGETARY INFORMATION:** The total cost, based on bids and including planning, design, construction, inspection and advertising is \$486,399.00 to be paid through the funding sources listed below. The city's portion, which has been fully expended, was drawn from Capital Projects funds (Issue 8). The construction portion of this project, which would be \$360,399 will utilize funds from Federal Highway/ODOT through the Erie County MPO totaling \$136,680 and Private funds totaling \$223,719.

Various partners have contributed to the funding for this program, including:

	<u>Total</u>
Federal Highway/ODOT (via MPO)	\$165,000
Private: Lake Erie Shores & Islands	\$150,000
City of Sandusky	\$ 72,930
Private: Firelands Regional Medical Center	\$ 50,000
<u>Private: Cedar Fair</u>	<u>\$ 50,000</u>
Total	\$486,399

**ACTION REQUESTED:** It is recommended that an Ordinance be passed awarding the construction contract to Ellet Neon Sales and Service, Inc. in the amount of \$360,399 for the Wayfinding & Signage project under suspension of the rules and in full accordance with Section 14 of the City Charter in order to complete this project by the project completion deadline scheduled to be in October of 2017.

I concur with this recommendation:

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Eric Wobser  
City Manager

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



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH ELLET NEON SALES AND SERVICE, INC., OF AKRON, OHIO, FOR THE WAYFINDING & SIGNAGE PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the Wayfinding & Signage Project, which has been communicated as a priority by businesses and residents during the Bicentennial Vision process, involves appropriate signage to allow tourists to more easily navigate to and from locations such as parks, museums, marinas, the boat launch, ferries, downtown, Cedar Point, Sports Force, Toft's Dairy, and Firelands Regional Medical Center; and

**WHEREAS**, the City Commission approved and authorized the submission of an application to the Erie Regional Planning Commission, Metropolitan Planning Organization and an LPA Federal Project Agreement between the City and the Ohio Department of Transportation for the proposed Wayfinding & Signage Project by Resolution No. 012-15R, passed on March 9, 2015, and was awarded funds in the amount of \$165,000.00; and

**WHEREAS**, the City Commission authorized and directed the City Manager to enter into an agreement for Professional Design Services with Studio Graphique of Cleveland, Ohio, for the Wayfinding & Signage Project by Ordinance No. 15-136, passed on September 28, 2015, for services to analyze, strategize, plan and develop a city-wide Wayfinding & Signage Program; and

**WHEREAS**, the City Commission authorized the submission of an application with the Erie County Visitors & Convention Bureau, Inc. dba Lake Erie Shores & Islands for a Capital Improvements Grant for the Wayfinding & Signage Project by Resolution No. 043-15R, passed on October 26, 2015, and subsequently authorized and directed the City Manager to enter into a Grant Agreement for awarded funds in the amount of \$150,000.00 by Ordinance No. 16-083, passed on June 13, 2016; and

**WHEREAS**, this City Commission declared the necessity to proceed with the proposed Wayfinding & Signage Project by Resolution No. 011-17R, passed on February 13 2017; and

**WHEREAS**, upon public competitive bidding as required by law four (4) appropriate bids were received and the bid from Ellet Neon Sales and Service, Inc., of Akron, Ohio, was determined to be the lowest and best bid; and

**WHEREAS**, authorization to enter into a Professional Services Agreement to provide project coordination, construction administration and inspection services for the Wayfinding & Signage Project is being requested in companion legislation; and

**WHEREAS**, the total cost of this project based on bids, including planning, design, construction, inspection, and advertising expenses is \$486,399.60 and will be paid with Federal Highway Administration (FHWA) funds through the Ohio Department of Transportation (ODOT) and the Erie County Metropolitan Planning Organization (MPO) in the amount of \$165,000.00, Capital Improvement Grant

funds from the Lake Erie Shores & Islands in the amount of \$150,000.00, funds committed from Firelands Regional Medical Center in the amount of \$50,000.00, funds committed from Cedar Fair in the amount of \$50,000.00, and the remaining balance of \$72,930.00 will be paid with Issue 8 funds from the Capital Projects Fund; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to allow the contractor to begin work immediately and complete the project by the project completion deadline scheduled to be in October of 2017; and

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

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

Section 1. The City Manager is authorized and directed to enter into a contract with Ellet Neon Sales and Service, Inc., of Akron, Ohio, for the Wayfinding & Signage Project in an amount **not to exceed** Three Hundred Sixty Thousand Three Hundred Ninety Nine and 00/100 Dollars (\$360,399.00) consistent with the bid submitted by Ellet Neon Sales and Service, Inc., of Akron, Ohio, currently on file in the office of the Director of Public Works.

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

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

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

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

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

ATTEST: \_\_\_\_\_  
KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

Passed: July 10, 2017



## DEPARTMENT OF PUBLIC WORKS

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AARON M. KLEIN, P.E.  
Director

### Division of Engineering Services

222 Meigs St  
Sandusky, Ohio 44870  
Phone 419/627-5829  
Fax 419/627-5933

[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: June 27, 2017

**Subject: Commission Agenda Item – Professional Services Agreement for Wayfinding & Signage project**

**ITEM FOR CONSIDERATION:** Legislation to enter into an agreement for professional services with KE McCartney & Associates, Inc. (KEM) to perform project coordination, construction administration and inspection services on the Wayfinding and Signage project.

**BACKGROUND INFORMATION:** It is necessary to contract with an outside consultant due to the requirements placed on the contractor and the Local Planning Authority (LPA) when federal funding is incorporated into a project through the Ohio Department of Transportation (ODOT) and the Erie County Metropolitan Planning Organization (MPO).

The main purpose of the consultant will be to perform submittal reviews, complete all City paperwork associated with typical ODOT LPA projects, guide the contractor in complying with ODOT requirements, perform DBE documentation, offer third-party opinions related to construction engineering, review change order requests, create daily reports and review materials delivered to the site for compatibility with plans and specifications. City inspectors will provide onsite inspection services at the direction of KEM when possible to minimize the amount of travel and time that would be billed by the consultant since much of the inspection will be to ensure proper placement of pole-mounted signs. The consultant will, however need to be onsite to inspect foundations and other necessary details.

K.E. McCartney & Associates, Inc. (KEM) was the top ranked firm to perform construction engineering and inspection services for the Wayfinding & Signage project based on the 2016 – 2017 Biennial Request for Statements of Qualifications process. KEM has the experience, professional expertise and technical ability necessary to complete the required tasks and has extensive experience with working on ODOT funded projects and preparing all required ODOT reporting.

Staff has recommended awarding the construction contract under separate ordinance to Ellet Neon Sales and Service, Inc. for \$360,399.

**BUDGETARY INFORMATION:** The total cost of planning, design, construction, inspection and advertising is \$486,399.00 to be paid through the funding sources listed below. The city's portion, which has been fully expended, was drawn from Capital Projects funds (Issue 8). The cost of these professional services for project coordination, construction administration and inspection is not to exceed \$24,750 and will be paid entirely with Private funds.

Various partners have contributed to the funding for this program, including:

	<u>Total</u>
Federal Highway/ODOT (via MPO)	\$165,000
Private: Lake Erie Shores & Islands	\$150,000
City of Sandusky	\$ 72,930
Private: Firelands Regional Medical Center	\$ 50,000
Private: Cedar Fair	<u>\$ 50,000</u>
Total	\$486,399

**ACTION REQUESTED:** It is recommended that an Ordinance be passed awarding the professional services agreement to KE McCartney & Associates, Inc. in the amount of \$24,750 for the Wayfinding & Signage project under suspension of the rules and in full accordance with Section 14 of the City Charter in order to meet the schedule placed by the contractor and allow the project to be completed by the project completion deadline scheduled to be in October of 2017.

I concur with this recommendation:

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Eric Wobser  
City Manager

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

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL SERVICES WITH K.E. MCCARTNEY & ASSOCIATES, INC., OF ELYRIA, OHIO, FOR PROJECT COORDINATION, CONSTRUCTION ADMINISTRATION AND INSPECTION SERVICES FOR THE WAYFINDING & SIGNAGE PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the Wayfinding & Signage Project, which has been communicated as a priority by businesses and residents during the Bicentennial Vision process, involves appropriate signage to allow tourists to more easily navigate to and from locations such as parks, museums, marinas, the boat launch, ferries, downtown, Cedar Point, Sports Force, Toft's Dairy, and Firelands Regional Medical Center; and

**WHEREAS**, the City Commission approved and authorized the submission of an application to the Erie Regional Planning Commission, Metropolitan Planning Organization and an LPA Federal Project Agreement between the City and the Ohio Department of Transportation (ODOT) for the proposed Wayfinding & Signage Project by Resolution No. 012-15R, passed on March 9, 2015, and was awarded funds in the amount of \$165,000.00; and

**WHEREAS**, it is necessary to obtain an outside consultant due to requirements placed on the City, as the Local Planning Authority (LPA), and the contractor when federal funds are incorporated into a project through the Ohio Department of Transportation (ODOT) and the Erie County Metropolitan Planning Organization (MPO); and

**WHEREAS**, K.E. McCartney & Associates, Inc. will be providing project coordination, construction administration, and inspection services for the Wayfinding & Signage Project and these services are more fully described in the Scope of Services, which is attached to this Ordinance and marked Exhibit "A" and specifically incorporated herein; and

**WHEREAS**, K.E. McCartney & Associates, Inc. was selected as the top-ranked design firm for the Wayfinding & Signage Project through the 2016-2017 Biennial Request for Statements of Qualifications (SOQ) for Services process based on the firm's experience, professional expertise and technical ability necessary to complete the required tasks as they have extensive experience with working on ODOT funded projects and preparing all the ODOT reporting requirements; and

**WHEREAS**, authorization to enter into a contract with Ellet Neon Sales and Service, Inc., of Akron, Ohio, for the construction portion of the Wayfinding & Signage Project is being requested in companion legislation; and

**WHEREAS**, the cost of the professional design services \$24,750.00 and will be paid with donated funds received for the project from the Lake Erie Shores & Islands, Firelands Regional Medical Center, and Cedar Fair; 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 schedule placed by the contractor and allow the project to be completed by the project completion date scheduled to be in October of 2017; and

**WHEREAS**, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of 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 for Professional Services with K.E. McCartney & Associates, Inc., of Elyria, Ohio, for construction management and inspection services for the Wayfinding & Signage Project, substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the terms of this Ordinance, at an amount **not to exceed** Twenty Four Thousand Seven Hundred Fifty and 00/100 Dollars (\$24,750.00).

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

Section 3. This 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: July 10, 2017

AGREEMENT  
FOR  
PROFESSIONAL SERVICES

This Agreement for Professional Design Services (this “Agreement”), made as of \_\_\_\_\_, 2017, by and between the City of Sandusky (the “City”), whose contact person shall be the Director of Public Services designated below or successor (the “City Engineer”), and K.E. McCartney & Associates, Inc. (the “Architect/Engineer”), whose contact person and address are set forth below.

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

Project Name:	Wayfinding & Signage Construction Administration
Director of Public Works: Address:	Aaron Klein, P.E. Department of Public Works City of Sandusky 222 Meigs Street Sandusky, Ohio 44870
Architect/Engineer: Contact: Address:	K. E. McCartney & Associates, Inc. James D. Mawhorr, P.E., P.S. 526 E Broad Street Elyria, OH 44035

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

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

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

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

**ARTICLE 1. RESPONSIBILITIES OF ARCHITECT/ENGINEER**

**1.1. Architect/Engineer’s Services**

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

1.1.2. Timeliness; Standard of Care. The Project Schedule shall be established by mutual agreement between the City and the Architect/Engineer within thirty (30) days after the execution hereof. The Architect/Engineer shall perform the Architect/Engineer's services in accordance with professional standards of skill, care, and diligence in a timely manner in accordance with the Project Schedule so as to cause no delay, interference, disruption, or hindrance in the Work, and so that the Project shall be completed as expeditiously and economically as possible within the Construction Budget and in the best interests of the City.

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

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

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

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

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

### **2.1. General**

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

## **ARTICLE 3. ADDITIONAL SERVICES**

### **3.1. General**

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

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

#### **ARTICLE 4. RESPONSIBILITIES OF THE CITY**

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

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

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

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

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

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

#### **ARTICLE 5. COMPENSATION**

##### **5.1. Direct Personnel Expense**

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

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

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

## **5.2. Reimbursable Expenses**

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

5.2.2. Limits. The Architect/Engineer shall use all reasonable means to minimize Reimbursable Expenses.

## **5.3. Basis of Compensation**

5.3.1. Basic Fee. For Basic Services provided by the Architect/Engineer and all Consultants, the City shall pay the Architect/Engineer a Basic Fee in accordance with Paragraph 5.4 hereof in the amount of \$24,750.00 (twenty-four thousand seven hundred and fifty dollars). A change in the Basic Fee may be made only by an amendment in accordance with Subparagraph 9.5.2.

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

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

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

## **5.4. Method and Terms of Payment**

5.4.1. Basic Fee. Payment of the Basic Fee shall be made monthly upon invoice of actual services performed. The Basic Fee shall be subject to all setoffs in favor of the City for claims against the Architect/Engineer.

5.4.2. Additional Fees, Reimbursable Expenses. Payments of Additional Fees for Additional Services in accordance with Article III and Subparagraph 5.3.2 and for Reimbursable Expenses as set



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

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

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

## **ARTICLE 6. INSURANCE AND INDEMNIFICATION**

### **6.1. Insurance**

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

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

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

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

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

## **6.2. Indemnification**

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

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

## **ARTICLE 7. DISPUTE RESOLUTION PROVISIONS**

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

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

**7.3. Request Information.** In every written request filed pursuant to Paragraph 7.2, the Architect/Engineer shall provide the nature and amount of the request; identification of persons, entities and events responsible for the request; activities on the Project Schedule affected by the request or new activities created by any delay and the relationship with existing activities; anticipated duration of any delay; and recommended action to avoid or minimize any future delay.

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

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

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

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

## **ARTICLE 8. TERMINATION AND REMEDIES**

### **8.1. Termination of Agreement**

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

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

8.1.2. Architect/Engineer's Remedies Upon Termination by City Without Cause or Upon Termination by Architect/Engineer. In the event of a termination which is not due to the failure of the Architect/Engineer to perform in accordance with the terms of this Agreement, the Architect/Engineer shall be compensated for all Basic Services of a completed Part performed prior to the termination date in accordance with the percentages set forth in Subparagraph 5.4.1, together with Reimbursable Expenses incurred prior to the termination date. In such event, for services rendered prior to the termination date in an uncompleted Part and for Additional Services, the Architect/Engineer shall receive compensation based on the percentages of completion of that Part or those Additional Services, as applicable, and as reasonably determined by the City, together with Reimbursable Expenses incurred prior to the termination date.

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

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

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

## **8.2. Remedies**

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

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

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

## **ARTICLE 9. MISCELLANEOUS PROVISIONS**

### **9.1. Ownership and Use of Documents**

9.1.1. Property of City. Drawings and other documents prepared by, or with the cooperation of, the Architect/Engineer or any Consultant pursuant to this Agreement, including all copyrights, are the property of the City whether or not the Project for which they are prepared is commenced or completed. The Architect/Engineer or Consultant, as applicable, may retain copies, including reproducible copies of such drawings and other documents for information and reference. Such drawings or other documents may be used by the City or others employed by the City for reference in any completion, construction, correction, remodeling, renovation, reconstruction, alteration, modification of or addition to the Project, without compensation to the Architect/Engineer or Consultant. Such drawings or other documents shall not be used by the City, or be given or sold by the City to be used by others, on other projects except by agreement in writing and with agreed upon appropriate compensation to the Architect/Engineer or Consultant, as applicable. If an event occurs for which the Architect/Engineer or Consultant may be liable, the City shall notify the Architect/Engineer or Consultant of such event as soon as practical after such event and shall provide access to the Project to the Architect/Engineer or Consultant and their representatives. This Subparagraph shall survive termination of this Agreement.

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

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

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

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

**9.5. Extent of Agreement**

9.5.1. Entire Agreement. This Agreement represents the entire and integrated agreement between the City and the Architect/Engineer and 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 Architect/Engineer and the City.

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

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

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

**9.6. Governing Law**

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

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

**9.7. Notices**

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

9.7.2. Facsimiles. For convenience of communication only, notices, certificates, requests, or other communications hereunder of fewer than ten (10) pages, except requests for payment, may be sent by facsimile transmission to the City at (419) 627-5933 and to the Architect/Engineer at 440-323-3544. Notices, certificates, requests, or other communications sent by facsimile transmission shall not be deemed to be given unless a counterpart is received or mailed in accordance with Subparagraph 9.7.1. Requests for payment may be sent to the City by facsimile transmission only upon specific direction from the City.



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

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

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

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

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

K.E. McCartney & Associates, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

CITY OF SANDUSKY, OHIO

By: \_\_\_\_\_

Eric L. Wobser  
City Manager

CERTIFICATE OF FUNDS

In the matter of:                      Wayfinding & Signage – Construction Administration

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

Dated: \_\_\_\_\_, 2017

CITY OF SANDUSKY, OHIO

By: \_\_\_\_\_  
Hank Solowiej, CPA  
Finance Director

\_\_\_\_\_  
Account Number

\_\_\_\_\_  
Amount

**Scope of Services and Compensation  
ERI-Wayfinding / Signs  
Sandusky, Ohio  
PID No. 100018**

**A. Duties and Responsibilities**

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

**B. Bidding and Construction Administration Phase**

The ENGINEER will perform a bid review for DBE Goal approval for ODOT.

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

The ENGINEER will respond to all Requests for Information and Shop Drawings submitted by the Contractor or City during construction.

The ENGINEER will schedule and conduct regular progress meetings.

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

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

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

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

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

The City shall collect all certified payrolls and perform all functions of the Prevailing Wage Coordinator. The ENGINEER shall monitor compliance with contractor's DBE requirements and document work performed on the project by approved DBE's. Violations and/or discrepancies to be resolved by the City's Prevailing Wage Coordinator.

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

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

### **C. Resident Inspector Phase**

#### Construction Inspection

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

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

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

#### Reports

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

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

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

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

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

The ENGINEER shall determine the accuracy of Contractor pay requests and resolve discrepancies with the Contractor as an agent of the City. Pay requests shall then be forwarded

to the City with recommendations, resulting tabulated item balances, work completed and materials and equipment delivered to the site but not incorporated in the work. All pay requests will be reviewed by the City, in correlation with the daily reports, prior to processing. All pay requests disputes between the ENGINEER and the Contractor will be resolved by the City.

Testing

The ENGINEER shall provide field quality control construction testing services of Contractor-placed materials in compliance with Contract and ODOT requirements.

Project Completion

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

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

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

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

The ENGINEER shall prepare all closeout documentation and files required by ODOT, including review of those files with ODOT representatives.

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

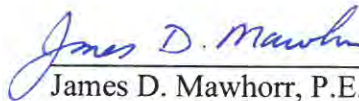
- Deviations from the Contract Documents and any changes in materials or equipment shall not be authorized.
- The ENGINEER will not perform any function that is the responsibility of the Contractor or any of the Contractor's suppliers or sub contractors.
- No directives shall be expressed to the Contractor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



**D. Compensation**

1. Professional services will be provided on an hourly rate basis, per the attached ODOT Hourly Rate Calculation Schedule.
2. Vehicle reimbursement will be at the daily rate of \$49.00 for company owned vehicles and at 0.52 per mile for employee owned vehicles.
3. Concrete Control Kit reimbursement will be at the daily rate of \$25.00.
4. Subconsultant costs will be invoiced at actual costs.
5. KEM anticipates utilizing PSI, for material testing services related to concrete, asphalt, and compaction testing.
6. KEM can provide necessary services immediately upon authorization to proceed.
7. The maximum prime compensation shall not exceed \$24,750.00. All costs shall be included in the prime compensation.

SUBMITTED BY:  
**K.E. MCCARTNEY & ASSOCIATES, INC.**



James D. Mawhorr, P.E., P.S.  
Senior Vice President

APPROVED BY:  
City of Sandusky

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## DEPARTMENT OF PUBLIC WORKS

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AARON M. KLEIN, P.E.  
Director

222 Meigs Street  
Sandusky, Ohio 44870  
Phone 419/627-5829  
Fax 419/627-5933  
aklein@ci.sandusky.oh.us

To: Eric Wobser, City Manager  
From: Jeff Keefe, P.E.  
Date: June 28, 2017

**Subject: Commission Agenda Item – Professional Design Services Agreement with WSP USA Inc. for Columbus – Scott – Campbell Intersection Improvements**

**ITEM FOR CONSIDERATION:** Legislation approving a Professional Design Services Agreement for the design of the Columbus – Scott – Campbell Intersection Improvements Project with WSP USA Inc.

**BACKGROUND INFORMATION:**

The City of Sandusky initiated these improvements to: pedestrian and bicycle operations, particularly for children; access management; and east-west movements of vehicles and pedestrians due to complaints from the community and observed operational issues. Columbus Avenue has the predominant traffic volumes and is bisected by Scott Street and the heavily skewed Campbell Street.

The current intersection presents operational issues, including long pedestrian crossing distances and vast areas of unstriped pavement, that contribute to poor decisions or uncertainty by drivers and pedestrians. Pedestrian signal heads are not provided and the vehicular signal heads are not visible to pedestrians from some locations, causing pedestrians to guess when to cross Columbus Avenue.

The improvements include new pavement markings to allow for better channelization and visibility. New signals with pedestrian crossing equipment will provide a much improved and safer environment for students, residents and cyclists. An enhanced bicycle route will be accommodated by utilizing shared use lanes.

WSP USA Inc., (formally Parson Brinkerhoff of Cleveland, Ohio was the top ranked design firm to perform the design of the intersection improves based on the 2016 – 2017 Biennial Request for Statements of Qualifications process. WSP USA Inc. has the professional expertise, technical ability, and extensive experience with the design aspects of roadway intersections and pedestrian/bicycle areas. A final Scope of Services (SOS), is attached to the legislation as Exhibit "A".

During the design phase of the intersection staff will continue to finalize plans for the Campbell Street Reconstruction project. Upon completion of design of the intersection this work will be incorporated with the Campbell Street Resurfacing project and done as one complete project.

**BUDGETARY INFORMATION:** The final design cost is \$41,500.00 and shall be paid with CDBG Funds.

**ACTION REQUESTED:** It is recommended that an ordinance for a professional design services contract for the Columbus – Scott – Campbell Intersection Improvements Project in the amount of \$41,500.00 be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to complete the design work this Winter so the project can be bid out, awarded, and completed by the deadline scheduled in June of 2018.

I concur with this recommendation:

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Eric Wobser  
City Manager

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Aaron Klein, P.E.  
Director

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL DESIGN SERVICES WITH WSP USA INC., OF CLEVELAND, OHIO, FOR THE COLUMBUS-SCOTT-CAMPBELL INTERSECTION IMPROVEMENTS PROJECT, AS PART OF THE CAMPBELL STREET RESURFACING PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, Columbus Avenue has predominant traffic volumes and is bisected by Scott Street and the heavily skewed Campbell Street and due to complaints from the community and observed operational issues, the City has initiated improvements to pedestrian and bicycle operations, particularly for children, access management, and east-west movements of vehicles and pedestrians; and

**WHEREAS**, the Columbus-Scott-Campbell Intersection Improvements Project involves new pavement markings to allow for better channelization and visibility, new signals with pedestrian crossing equipment to provide an improved and safer environment for students, residents and cyclists, and an enhanced bicycle route will be accommodated by utilizing shared use lanes and this Project, upon completion of the design work, will be incorporated into the Campbell Street Resurfacing Project; and

**WHEREAS**, WSP USA Inc. will be providing professional design services for the design of the improvements at the Columbus-Scott-Campbell intersection and these services are more fully described in the Scope of Services, which is attached to this Ordinance and marked Exhibit "A" and specifically incorporated herein; and

**WHEREAS**, WSP USA Inc. was selected as the top-ranked design firm for the Columbus-Scott-Campbell Intersection Improvements Project through the 2016-2017 Biennial Request for Statements of Qualifications (SOQ) for Services process based on the firm's experience, professional expertise and technical ability necessary to complete the required tasks as they have extensive experience with design aspects of intersections and pedestrian/bicycle areas; and

**WHEREAS**, the cost of the professional design services is \$41,500.00 and will be paid with Community Development Block Grant (CDBG) funds; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to complete the design work this Winter so the project can be bid out, awarded, and completed by the deadline scheduled to be in June of 2018; and

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

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

THAT:

Section 1. The City Manager is authorized and directed to enter into an agreement with WSP USA Inc., of Cleveland, Ohio, for Professional Design Services for the Columbus-Scott-Campbell Intersection Improvements Project, as part of the Campbell Street Reconstruction Project, substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the terms of this Ordinance, at an amount **not to exceed** Forty One Thousand Five Hundred and 00/100 Dollars (\$41,500.00).

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: July 10, 2017

AGREEMENT  
FOR  
PROFESSIONAL DESIGN SERVICES

This Agreement for Professional Design Services (this “Agreement”), made as of \_\_\_\_\_, 2017, 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 WSP USA Inc. (the “Architect/Engineer”), whose contact person and address are set forth below.

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

Project Name:	<b>Design for the Columbus – Scott – Campbell Intersection Improvements</b>
Director of Public Works:	Aaron Klein, P.E.
Address:	Department of Public Works City of Sandusky 222 Meigs Street Sandusky, Ohio 44870
Architect/Engineer:	WSP USA Inc.
Address:	1660 W Second St Suite 280 Cleveland, OH 44113

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

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

WHEREAS, the Architect/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 Architect/Engineer agree as follows:

**ARTICLE 1. RESPONSIBILITIES OF ARCHITECT/ENGINEER**

**1.1. Architect/Engineer’s Services**

1.1.1. Scope of Services; Applicable Law. The Architect/Engineer shall provide professional 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 Architect/Engineer shall provide such services in accordance with the applicable Sections of the Ohio Revised Code and any applicable state rules and regulations, any applicable federal and local statutes, ordinances, rules and regulations and the Contract Documents.

1.1.2. Timeliness; Standard of Care. The Project Schedule shall be established by mutual agreement between the City and the Architect/Engineer within thirty (30) days after the execution hereof. The Architect/Engineer shall perform the Architect/Engineer's services in accordance with professional standards of skill, care, and diligence in a timely manner in accordance with the Project Schedule so as to cause no delay, interference, disruption, or hindrance in the Work, and so that the Project shall be completed as expeditiously and economically as possible within the Construction Budget and in the best interests of the City.

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

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

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

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

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

### **2.1. General**

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

## **ARTICLE 3. ADDITIONAL SERVICES**

### **3.1. General**

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



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

#### **ARTICLE 4. RESPONSIBILITIES OF THE CITY**

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

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

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

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

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

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

#### **ARTICLE 5. COMPENSATION**

##### **5.1. Direct Personnel Expense**

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

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

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

## **5.2. Reimbursable Expenses**

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

5.2.2. Limits. The Architect/Engineer shall use all reasonable means to minimize Reimbursable Expenses.

## **5.3. Basis of Compensation**

5.3.1. Basic Fee. For Basic Services provided by the Architect/Engineer and all Consultants, the City shall pay the Architect/Engineer a Basic Fee in accordance with Paragraph 5.4 hereof in the amount of \$41,500.00 (forty-one thousand five hundred dollars) A change in the Basic Fee may be made only by an amendment in accordance with Subparagraph 9.5.2.

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

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

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

## **5.4. Method and Terms of Payment**

5.4.1. Basic Fee. Payment of the Basic Fee shall be made monthly upon invoice of actual services performed. The Basic Fee shall be subject to all setoffs in favor of the City for claims against the Architect/Engineer.

5.4.2. Additional Fees, Reimbursable Expenses. Payments of Additional Fees for Additional Services in accordance with Article III and Subparagraph 5.3.2 and for Reimbursable Expenses as set

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

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

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

## **ARTICLE 6. INSURANCE AND INDEMNIFICATION**

### **6.1. Insurance**

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

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

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

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

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

## **6.2. Indemnification**

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

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

## **ARTICLE 7. DISPUTE RESOLUTION PROVISIONS**

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

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

**7.3. Request Information.** In every written request filed pursuant to Paragraph 7.2, the Architect/Engineer shall provide the nature and amount of the request; identification of persons, entities and events responsible for the request; activities on the Project Schedule affected by the request or new activities created by any delay and the relationship with existing activities; anticipated duration of any delay; and recommended action to avoid or minimize any future delay.

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

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

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

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

## **ARTICLE 8. TERMINATION AND REMEDIES**

### **8.1. Termination of Agreement**

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

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

8.1.2. Architect/Engineer's Remedies Upon Termination by City Without Cause or Upon Termination by Architect/Engineer. In the event of a termination which is not due to the failure of the Architect/Engineer to perform in accordance with the terms of this Agreement, the Architect/Engineer shall be compensated for all Basic Services of a completed Part performed prior to the termination date in accordance with the percentages set forth in Subparagraph 5.4.1, together with Reimbursable Expenses incurred prior to the termination date. In such event, for services rendered prior to the termination date in an uncompleted Part and for Additional Services, the Architect/Engineer shall receive compensation based on the percentages of completion of that Part or those Additional Services, as applicable, and as reasonably determined by the City, together with Reimbursable Expenses incurred prior to the termination date.

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

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

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

## **8.2. Remedies**

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

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

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

## **ARTICLE 9. MISCELLANEOUS PROVISIONS**

### **9.1. Ownership and Use of Documents**

9.1.1. Property of City. Drawings and other documents prepared by, or with the cooperation of, the Architect/Engineer or any Consultant pursuant to this Agreement, including all copyrights, are the property of the City whether or not the Project for which they are prepared is commenced or completed. The Architect/Engineer or Consultant, as applicable, may retain copies, including reproducible copies of such drawings and other documents for information and reference. Such drawings or other documents may be used by the City or others employed by the City for reference in any completion, construction, correction, remodeling, renovation, reconstruction, alteration, modification of or addition to the Project, without compensation to the Architect/Engineer or Consultant. Such drawings or other documents shall not be used by the City, or be given or sold by the City to be used by others, on other projects except by agreement in writing and with agreed upon appropriate compensation to the Architect/Engineer or Consultant, as applicable. If an event occurs for which the Architect/Engineer or Consultant may be liable, the City shall notify the Architect/Engineer or Consultant of such event as soon as practical after such event and shall provide access to the Project to the Architect/Engineer or Consultant and their representatives. This Subparagraph shall survive termination of this Agreement.

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

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

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



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

**9.5. Extent of Agreement**

9.5.1. Entire Agreement. This Agreement represents the entire and integrated agreement between the City and the Architect/Engineer and 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 Architect/Engineer and the City.

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

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

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

**9.6. Governing Law**

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

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

**9.7. Notices**

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

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

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

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

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

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

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

WSP USA Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

CITY OF SANDUSKY, OHIO

By: \_\_\_\_\_

Eric L. Wobser  
City Manager

CERTIFICATE OF FUNDS

In the matter of: Columbus – Scott – Campbell Intersection Improvements

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

Dated: \_\_\_\_\_, 2017

CITY OF SANDUSKY, OHIO

By: \_\_\_\_\_  
Hank Solowiej, CPA  
Finance Director

\_\_\_\_\_  
Account Number

\_\_\_\_\_  
Amount

# Scope of Work

## Campbell – Columbus – Scott Intersection Design

### Sandusky, Ohio

#### Summary

The services for this project will be to develop the construction contract documents for the Campbell – Columbus – Scott Intersection per the *Campbell – Columbus – Scott Intersection Study Memo (Study Memo)* prepared by WSP USA Inc. (WSP) and submitted to the City of Sandusky 6/16/2017. This scope presents the tasks we understand to be necessary to complete the project. Subconsultant scopes of work and/or task structure are attached as additional detail in the appendices. The WSP team includes:

#### WSP USA Inc.

Overall Project Management, Intersection Improvement Plan Development, Traffic Engineering (counts, signal design) and overall quality assurance.

Environmental, Geotechnical, Construction Administration / Resident Engineering are not included.

#### KS Associates, Inc. (KS)

Surveying Services. For full KS scope, see Attachment B.

#### TMS Engineers, Inc. (TMS)

Traffic count and traffic collection services. For full TMS scope, see Attachment C.

#### Background

The scope of work and fee proposal were developed from WSP's understanding of the project based upon the verbal request for proposal by the City of Sandusky and the *Study Memo*. For the fee proposal, see Attachment A.

The City of Sandusky, Ohio desires professional engineering design services for the improvements to the intersection of Columbus Avenue, Campbell Street and Scott Street including final construction contract documents consisting of plans, an opinion of construction costs and technical specifications.

## 1.0 FIELD INVESTIGATION PHASE

This Phase consists of information to be collected in the field including survey, utility, and traffic data.

Environmental and Geotechnical data will not be collected.

### 1.4030 Utility Coordination

Utility coordination will be required for both above grade and below grade utilities. WSP will coordinate with OUPS to field mark utilities for the survey to pick up. Curb relocations, storm sewer improvements, and traffic signals will be coordinated with the location of utilities to minimize impacts. Information will be incorporated into the Design Phase.

### 1.1910 Survey Data Collection and Analysis

This task consists of performing a topographic survey of the project site, establishing benchmarks, locating road, sidewalks, driveways, marked and visible utilities, and preparing existing site plan cadd basefiles. The survey limits are approximately 1,500 feet (FT) along Columbus, 670 FT along Scott, and 670 FT along Campbell as shown in the *Study Memo* and attached to this proposal. Survey includes data along Campbell Street for use by the City of Sandusky in future water design project. The survey data collection will be performed by KS Associates. Information will be incorporated into the Design Phase.

### 1.7010 Traffic Data Collection and Analysis

A traffic count will be performed at the intersection to confirm the estimated information in the *Study Memo* and to establish signal timing. Peak hour counts will be collected in the morning (6:30 am - 8:30 am), mid-day (11:00 am - 1:00 pm), and evening (4:00 pm - 6:00 pm) for use in establishing signal timing. The counts will be taken on an average weekday (i.e. Tuesday-Thursday), and coordinated with the City of Sandusky. Information will be incorporated into the Design Phase.

Additionally, during the field collection, access to the existing signal controller cabinet and signal equipment will be provided by City of Sandusky staff. We will review the existing equipment to assist in a determination of the potential for reuse of existing signal equipment.

## 2.0 DESIGN PHASE

This Phase consists of developing detailed design, utility, and traffic data. The phase will include developing construction contract documents consisting of plans, an opinion of construction costs and technical specifications.

WSP does not anticipate the application for any permits as part of this project.

### 2.4010 Roadway Design

The roadway design will include intersection details showing curb relocation information, storm sewer adjustments (if required), new sidewalks and Americans with Disabilities Act (ADA) compliant curb ramps at the northwest, southwest, and southeast quadrants of the intersection. There will be modifications to two (2) existing driveways at the northwest quadrant. The existing pavement section shall be provided by the City of Sandusky. Proposed resurfacing pavement section shall match the design of Columbus Avenue or Campbell Street projects and be provided by City of Sandusky.

New traffic control (pavement markings) will be included as presented in the *Study Memo*. Signage updates will be provided based upon the revised pavement markings or signals. Other existing signs shall remain.

Anticipated Roadway plan sheets include (Number of sheets):

- Title Sheet (1)
- Schematic Plan / Survey Reference Points (1)
- Pavement Section (1)
- General Notes (1)
- General Summary (1)
- General Plan (1)
- Maintenance of Traffic – Notes (1)
- Intersection Details (2)
- Traffic Control Plan (2)

Earth disturbing activities with this project are anticipated to be limited and less than 1 acre. Therefore, a Notice of Intent (NOI) is not anticipated and post construction stormwater Best management Practices are not anticipated. Neither a Storm Water Pollution Prevention Plan nor Project Site Plan will be provided. Project will specify temporary sediment and erosion control. An opinion of construction costs will be provided.

## 2.7040 Traffic Signal Design

WSP anticipates that traffic signal design will consist of a new span-wire signal arrangement. WSP will provide the City of Sandusky with a proposed signal pole and curb line layout to request concurrence on planned locations early in the design process. We will make a recommendation regarding the reuse the existing controller. An opinion of construction costs will be provided. Signal will include loop detectors and signal preemption for emergency vehicles but will not include interconnect.

Anticipated Traffic plan sheets include (Number of sheets):

- Signal Plan (1)
- Signal Details (2)
- Signal Notes (4)
- Quantities for inclusion General Summary

## 3.0 CONSTRUCTION PHASE

Construction phase services are not included in this scope of work. Review of Request for Information (RFIs), shop drawings, or other construction phase services are not included in this scope of work. Should construction phase services be required, an additional authorization shall be negotiated.



## 4.0 MEETINGS AND MANAGEMENT PHASE

### 4.1010 Project Coordination & Management

#### 4.1010.1 Project Coordination & Management

WSP will conduct project management tasks. The project manager will distribute information to appropriate team members and coordinate tasks with subconsultants. The project manager will also conduct meetings as needed with City of Sandusky. Tasks will include:

- General Project Management & Oversight
- Prepare monthly Invoices and Progress Reports
- Develop Business Management Systems for scope and schedule, manage the budget and staffing
- Weekly internal team meetings
- Progress updates for City of Sandusky
- Develop Project Management Plan, Project Safety Plan, and Quality Management Plan

#### 4.1010.2 Meetings

The project team will attend up to one (1) meeting for up to two (2) people at the City of Sandusky during the design phase. WSP will prepare agendas and/or minutes for meetings if required. Agendas and meeting minutes will be distributed electronically. The project team will also attend one (1) pre-bid meeting for up to two (2) people at the City of Sandusky during bidding of the project.

## 5.0 DIRECT COSTS

### 5.1620 Direct Costs – Travel

This task covers the travel direct expenses as detailed in the direct costs portion of the cost proposal.

### 5.1630 Direct Costs - Other

This task covers the non-travel direct expenses as detailed in the direct costs portion of the cost proposal.

## SCHEDULE

The project assumes this schedule, provided by City of Sandusky:

- Notice to Proceed by July 10, 2017 for survey work
- Notice to Proceed by July 17, 2017 for remainder of work
- Bid documents to be complete by August 30, 2017

**ENGINEERING AND TECHNICAL SERVICE COST PRICE PROPOSAL  
FOR Columbus - Campbell - Scott Intersection**

Overhead Percentage GSO (FAR) = 151.60%  
Field Overhead Percentage GSO (FAR) = 115.00%  
Net Fee Percentage = 10.00%  
Cost of Money = 0.40%

CONSULTANT: WSP USA INC.

PROJECT DESCRIPTION: Columbus - Campbell - Scott Intersection Design

Proposal Date: 6/27/2017

Revised Date:

**Fixed Price Cost Proposal**

Task No.	Task Description	Hourly Rate	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Subconsultant Costs	Net Fee	Total Cost
<b>Task 1</b>	<b>Field Investigation Phase</b>									
<b>Task 1.1910</b>	<b>Survey Data Collection and Analysis</b>									
Task 1.1910	Topographic Survey	\$37.50	2 \$	75	\$114	\$0	\$0	\$7,200	\$19	\$7,408
<b>Task 1.4030</b>	<b>Utility Coordination</b>									
Task 1.4030	Utility Coordination	\$28.00	4 \$	112	\$170	\$0	\$0	\$0	\$28	\$310
<b>Task 1.7010</b>	<b>Traffic Data Collection and Analysis</b>									
Task 1.7010.1	Traffic Data Collection and Analysis	\$43.00	11 \$	473	\$717	\$2	\$0	\$1,500	\$119	\$2,811
	<b>Field Investigation Phase Subtotal</b>	<b>\$38.82</b>	<b>17 \$</b>	<b>660 \$</b>	<b>1,001 \$</b>	<b>2 \$</b>	<b>- \$</b>	<b>8,700 \$</b>	<b>166</b>	<b>\$10,529</b>
<b>Task 2</b>	<b>Design Phase</b>									
<b>Task 2.4010</b>	<b>Roadway Design</b>									
Task 2.2550.1	Title Sheet & Gen Notes	\$28.81	31 \$	893	\$1,354	\$4	\$0	\$0	\$225	\$2,476
Task 2.2550.2	Schematic	\$38.69	13 \$	503	\$763	\$2	\$0	\$0	\$127	\$1,395
Task 2.2550.3	Quantities - General Summary	\$38.16	25 \$	954	\$1,446	\$4	\$0	\$0	\$240	\$2,644
Task 2.2550.4	Traffic Control & MOT	\$28.76	33 \$	949	\$1,439	\$4	\$0	\$0	\$239	\$2,631
Task 2.2550.5	Intersection Details	\$37.90	41 \$	1,554	\$2,356	\$6	\$0	\$0	\$391	\$4,307
<b>Task 2.7040</b>	<b>Traffic Signal Design</b>									
Task 2.7040.1	Traffic Signal Plan, Details, Notes & Quantities	\$33.89	150 \$	5,084	\$7,707	\$20	\$0	\$0	\$1,279	\$14,090
	<b>Design Phase Subtotal</b>	<b>\$33.91</b>	<b>293 \$</b>	<b>9,937 \$</b>	<b>15,065 \$</b>	<b>40 \$</b>	<b>- \$</b>	<b>- \$</b>	<b>2,501 \$</b>	<b>27,543</b>
<b>Task 3</b>	<b>Construction Phase - Not Used</b>									
<b>Task 4</b>	<b>Meetings &amp; Management Phase</b>									
<b>Task 4.1010</b>	<b>Project Coordination &amp; Management</b>									
Task 4.1010.1	Project Coordination & Management	\$43.00	10 \$	430	\$652	\$2	\$0	\$0	\$108	\$1,192
Task 4.1010.2	Meetings	\$47.83	12 \$	574	\$870	\$2	\$0	\$0	\$144	\$1,590
	<b>Meetings &amp; Management Phase Subtotal</b>	<b>\$45.64</b>	<b>22</b>	<b>\$1,004</b>	<b>\$1,522</b>	<b>\$4</b>	<b>\$0</b>	<b>\$0</b>	<b>\$252</b>	<b>\$2,762</b>
<b>Task 5</b>	<b>Direct Costs</b>									
<b>Task 5</b>	<b>Direct Costs</b>									
Task 5.1620	Direct Costs - travel			\$-	\$0	\$0	\$254	\$0	\$0	\$254
Task 5.1630	Direct Costs - other			\$-	\$0	\$0	\$392	\$0	\$0	\$392
	<b>Direct Costs Phase Subtotal</b>			<b>\$-</b>	<b>\$0</b>	<b>\$0</b>	<b>\$646</b>	<b>\$0</b>	<b>\$0</b>	<b>\$646</b>
<b>GRAND TOTAL ALL TASKS</b>		<b>\$34.94</b>	<b>332 \$</b>	<b>11,601 \$</b>	<b>17,588 \$</b>	<b>46 \$</b>	<b>646 \$</b>	<b>8,700 \$</b>	<b>2,919 \$</b>	<b>41,500</b>



June 27, 2017

Mr. Stephen J. Gage, P.E.  
WSP USA  
1660 West 2<sup>nd</sup> Street, Suite 820  
Cleveland, Ohio 44113

Civil Engineers + Surveyors

600 Superior Avenue East  
Suite 1300  
Cleveland, Ohio 44114  
P 216 479 6807  
ksassociates.com

**Re: City of Sandusky  
Columbus-Scott-Campbell Intersection  
Surveying Services Proposal  
KS Project No. 17170**

Dear Mr. Gage:

KS Associates, Inc. (KS) is providing WSP USA (Client) with this proposal of surveying services for the above referenced project. The services and associated fees are further defined in this letter.

**Task 01 - Topographic Survey**

**Scope of Services** - KS will perform a "field run" topographic survey of the site areas as shown on the attached image. Within the Detailed Survey Area the topographic survey will include:

- Obtaining spot elevations across the site at approximate 50-foot intervals including grade breaks, high and low points. Elevations on pavement will be obtained to the nearest 0.01'. Other surface elevations will be obtained to the nearest 0.1'.
- All visible site features such as, pavement, sidewalks, fences, utilities, poles, signs overhead wires, signal head locations and pavement markings will be located.
- Contours will be developed at one (1)-foot intervals and at least two (2) permanent bench marks will be established.
- Survey control points will be established for the survey and to provide control for construction.
- Subsurface utilities will be shown from plan information and surveying of field markings. The plans and marking will be obtained by contacting the Ohio Utility Protection Service (OUPS) and other agencies. Storm and sanitary sewer manholes will be opened where possible to obtain pipe invert elevations, sizes and flow directions.
- Property lines/parcel boundaries will be mapped from record information and/or County GIS mapping.

*The survey within the Traffic Control Area will be limited to pavement edges, curbs and pavement markings.*

**Deliverable** – The Topographic survey map will be provided in an MicroStation Select Series 4 DGN drawing file and PDF file format. A legend of symbols and abbreviations will be provided.

Mr. Stephen J. Gage, P.E.  
WSP USA  
June 27, 2017  
Page 2

**Professional Service Fees**

The services can be provided for a fixed fee of *Seven Thousand Two Hundred Dollars (\$7,200.00)*.

**Schedule**

We anticipate being able to begin services within two (2) weeks from receipt of written authorization and notice to proceed. Completion of the survey is anticipated within two (2) weeks from commencement of services. The schedule is subject to delays from inclement weather conditions.

**Clarifications**

- OUPS advises that utility plans and physical markings may not be available until 14 working days from the request for information. Site visits to locate utility markings after the initial mobilization will require additional fees. Any additional fees will be discussed with client prior to performance of work.

We trust that these services will meet with your objectives. Services are to be performed under a subcontract agreement between the Client and KS. In the event KS is requested to proceed with the above services prior to execution of the subcontract agreement, the attached Standard Conditions will be in effect and Client will be responsible for payment of services. Feel free to contact me should you have any questions regarding this matter.

Sincerely,

**KS ASSOCIATES, INC.**

Mark A. Yeager, P.S.  
Director of Surveying Services

Terms of the above Agreement accepted including the attached Standard Conditions.

**for: WSP USA**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

cc: Lynn S. Miggins, P.E., President, KS Associates, Inc.  
billing file



## STANDARD CONDITIONS

### Fee

The total fee shall be understood to be an estimate, based upon Scope of Services, and shall not be exceeded without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered. Reimbursable expenses will be invoiced with a mark-up of no greater than 10%.

### Billings/Payments

Invoices for services and reimbursable expenses shall be submitted, at KS's option, either upon completion of the services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. A service charge of 1.5% (or the maximum legal rate) per month will be applied to the unpaid balance after 30 days from the invoice date. KS shall have the right to suspend/terminate services if payment is not received within 60 days after the invoice date and KS shall have no liability for any resultant delays or damages incurred by the Client as a result of such suspension/termination. Retainers shall be credited on the final invoice. The Client agrees to pay all costs of collection, including but not limited to reasonable attorney's fees.

### Standard of Care

In providing services under this Agreement, KS will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. KS will perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of KS's part of the Project. Regardless of any other term or condition of this Agreement, KS makes no express or implied warranty of any sort. All warranties, including warranty of merchantability or warranty of fitness for a particular purpose, are expressly disclaimed.

### Consequential Damages

Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, neither the Client nor KS shall be liable to the other for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business or income or any other consequential damages that either party may have incurred from any cause of action whatsoever.

### Unforeseeable Conditions

A condition is unforeseeable if concealed or is not capable of investigation by reasonable visual observation. If KS has reason to believe that such a condition may exist, the Client shall authorize and pay for all costs associated with the investigation of such a condition. If (1) the Client fails to authorize such investigation after such due cause of action in favor of a third party notification, or (2) KS has no reason to believe that such a condition exists, KS shall not be responsible for the existing conditions or any resulting damages or losses resulting therefrom.

### Hazardous Materials/Mold

KS shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form including mold. The Client shall inform KS of any potentially hazardous condition prior to KS performing the services.

### Indemnifications

The Client agrees, to the fullest extent permitted by law, to indemnify and hold KS and its subconsultants harmless from and against any and all damage, losses or cost (including reasonable attorneys' fees and defense costs) caused in whole or in part by its acts, errors or omissions and those of anyone for whom they are legally liable. KS further agrees to indemnify the Client for damages arising from its own negligent errors, acts or omissions.

### Limitation of Liability

In recognition of the relative risks and benefits of the project to both the Client and KS, the Client agrees, to the fullest extent permitted by law, to limit KS's total liability to the Client or anyone making claims through the Client, for any and all damages or claim expenses (including attorney's fees) arising out of this Agreement, from any and all causes, to the amount of KS's actual fee charged to the client, or another amount agreed upon in writing and signed by both parties.

### Termination of Services for Convenience

This Agreement may be terminated upon written notice by the Client for its convenience. In the event of termination, the Client shall pay KS for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

### Termination of Services for Default

This Agreement may be terminated upon 10 days written notice by either party should the other fail to perform their obligations hereunder. In the event of termination, the Client shall pay KS for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

### Ownership of Documents

All documents produced by KS under this Agreement, including electronic files, shall remain the property of KS and may not be used by this Client for any other purpose without the written consent of KS. Any such use or reuse shall be at the sole risk of the Client who shall defend, indemnify and hold KS and its subconsultants harmless from any and all claims and/or damages arising therefrom. Electronic files are not contract documents and cannot be relied upon as identical to contract documents because of changes or errors induced by translation, transmission, or alterations while under the control of others. Use of information contained in the electronic files is at the user's sole risk and without liability to KS and its subconsultants.

### Defects in Service

The Client shall promptly report to KS any defects or suspected defects in KS's services. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like agreement. Failure by the Client and the Client's contractors or subcontractors to notify KS shall relieve KS of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

### Construction Activities

KS shall not be responsible for (1) the acts or omissions of any one performing any of the Work, (2) the instructions given by the Client or its representatives to any one performing any of the Work, (3) the means and methods of anyone performing any of the Work, (4) job-site safety.

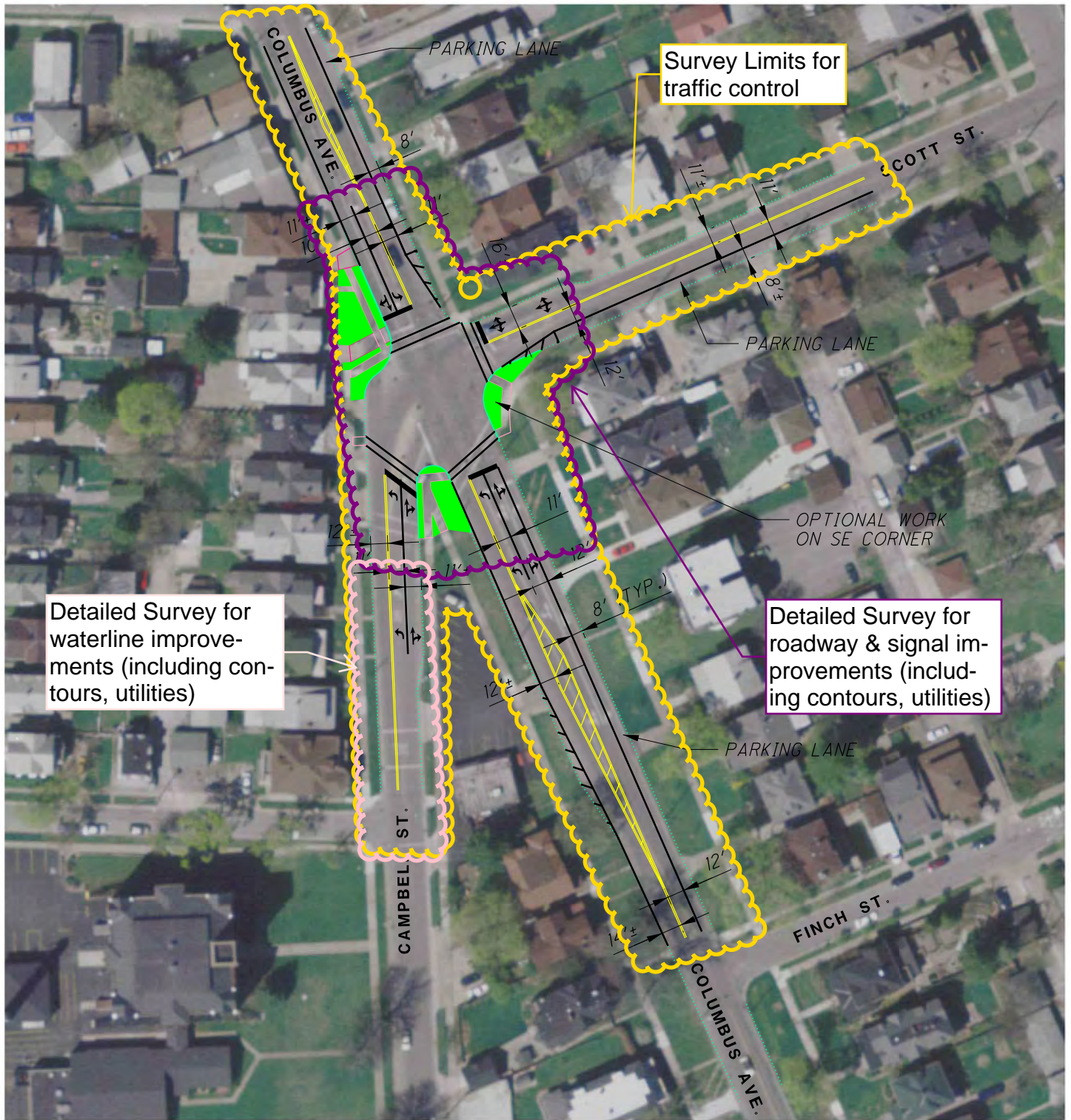
### Dispute Resolution

In the case of a claim or dispute between the Client and KS, at least one principal from each party shall enter into a negotiation to resolve the dispute. If the parties cannot reach resolution, the claim or dispute shall then be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s). If the Parties cannot agree upon a mediator the claim or dispute shall be submitted to the American Arbitration Association (AAA) for mediation in accordance with the Construction Arbitration and Mediation Rules of the AAA then in effect. Unless otherwise specified, the laws of the State of Ohio shall govern this Agreement.

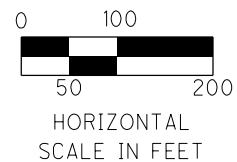
### No Third Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client and Consultant agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.





**COLUMBUS-CAMPBELL-SCOTT INTERSECTION  
SANDUSKY COUNTY, OHIO  
RECOMMENDED ALTERNATIVE**





## DEPARTMENT OF PUBLIC WORKS

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AARON M. KLEIN, P.E.  
Director

222 Meigs Street  
Sandusky, Ohio 44870  
Phone 419/627-5829  
Fax 419/627-5933  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: June 27, 2017

**Subject: Commission Agenda Item – Amendment to Green Infrastructure Evaluation, Phase II  
Professional Services Agreement with Strand & Associates**

**ITEM FOR CONSIDERATION:** Requesting legislation for an amendment to the professional services agreement with Strand Associates, Inc. (Strand) of Cincinnati, Ohio for the Green Infrastructure Evaluation, Phase II.

**BACKGROUND INFORMATION:** Ordinance 17-008, passed on January 23, 2017, approved an agreement with Strand Associates, Inc. for \$65,000.00. The intent was to prioritize projects within the combined sewer catchment areas throughout the city that will yield the highest return on investment. The first step to accomplish this task was to calibrate the original combined sewer model that was prepared almost 20 years ago by Burgess & Niple and updated by Jones & Henry during the ongoing negotiations with Ohio EPA. After many attempts by Strand to get the model to produce the predicted outcome, it was determined that it was incomplete.

We believe that the original model was designed around the original goals set by Ohio EPA at 85% capture. This level of effort can be achieved by doing the original portfolio of projects which included plant expansions, interceptor projects, sewer separations and lift station projects. Now, however, Ohio EPA is requesting the City achieve only 4 overflows per year which equates to approximately 95% - 98% capture. This level of effort requires a preciseness that was not needed for the original evaluations. The model now has to be much more precise. Long-term installation of flow meters, inserting every pipe in the combined sewer system, and many other tasks would be necessary, and this would far exceed the current goals.

One item that was revealed in the initial green infrastructure evaluation from 2016 was that many of the Sandusky School properties could be used to reduce storm water flows from entering the combined sewer system. This, in turn, would reduce the amount that would be treated at the wastewater treatment plant and the amount that would go to the overflows. Ultimately, this would reduce the cost needed to implement the CSO Plan that was approved by Ohio EPA.

Since the passage of the school levy, staff is working very hard to determine if there is a mechanism by which we could incorporate green infrastructure into the school plans. If something is going to happen at Hancock, Ontario or the new middle school, the time to work collaboratively is now. However, we need to ensure that we do not delay their construction. This would require very quick evaluations of site plans with timely responses designed to integrate "green" practices within open spaces. However, the "green" projects that would be proposed would have to benefit the CSO plan as well. Therefore, we would like to retain Strand to perform those mutually beneficial evaluations and provide recommendations to City staff that could ultimately be presented to the School's design team for evaluation and potential inclusion into their design.



Sandusky Schools staff members have provided presentations at City Commission meetings regarding the importance of environmental components in their curriculum at various education levels. Therefore, School and City employees have also been discussing how these technologies could be utilized as part of their curriculum.

Therefore, I am requesting to modify the current scope of work so that Strand can act as the City's liaison to the schools to accommodate efforts related to green infrastructure that would minimize future expenditures from the Sewer Fund related to the CSO program.

**BUDGETARY INFORMATION:** The amendment to the scope of services outlined above will reduce the agreement amount by \$13,803.91, making the Not To Exceed amount for the agreement \$51,196.09, which will be funded entirely with Sewer Funds. The original agreement was \$65,000, of which \$21,196.09 has already been spent.

**ACTION REQUESTED:** It is recommended that an ordinance for Amendment #1 for an existing professional services agreement with Strand Associates, Inc. for the Green Infrastructure Evaluation, Phase II in an amount not to exceed \$56,196.09 be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to meet the aggressive timelines required by the Sandusky Schools projects.

I concur with this recommendation:

---

Eric Wobser  
City Manager

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

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL SERVICES WITH STRAND ASSOCIATES, INC., OF CINCINNATI, OHIO, TO PERFORM A GREEN INFRASTRUCTURE EVALUATION PHASE II OF THE CITY'S GENERAL PLAN FOR COMBINED SEWERS; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the 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 on September 28, 2015, and subsequently the evaluation was completed in 2016; and

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

**WHEREAS**, the professional services to be provided by Strand Associates, Inc. were to advance the services completed under the Phase I project and included review of the City's existing combined sewer system model, updating the model if needed, and using the model to estimate the potential benefits of the proposed green infrastructure opportunities identified during the Phase I project and then to re-prioritize the opportunities along with the proposed grey infrastructure projects to provide a recommended priority of solutions for Combined Sewer Overflow (CSO) reduction; and

**WHEREAS**, the scope of services for the Professional Services Agreement with Strand Associates, Inc. has been modified to accommodate efforts with the Sandusky City Schools relating to green infrastructure that would minimize future expenditures from the Sewer Fund related to the CSO program; and

**WHEREAS**, the original cost of the professional services was \$65,000.00 and this Amendment will reduce the cost by \$13,803.91 for a revised total cost of \$51,196.09, which 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 aggressive timelines required by the Sandusky School's projects; and

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

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

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

amendment to the agreement with Strand Associates, Inc., of Cincinnati, Ohio, for modified Professional Services relating to the Green Infrastructure Evaluation, Phase II, of the City's General Plan for Combined Sewers, substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the terms of this Ordinance, at a revised amount **not to exceed** Fifty Six Thousand One Hundred Ninety Six and 09/100 Dollars (\$56,196.09).

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: July 10, 2017

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

This First Amendment to the Agreement for Professional Design/Engineering Services (this “Agreement”), made as of \_\_\_\_\_, 2017, by and between the City of Sandusky (the “City”), whose contact person shall be the Director of Engineering Services designated below or successor (the “City Engineer”), and Strand Associates, Inc. (the “Architect/Engineer”), whose contact person and address are set forth below.

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

Project Name: **Green Infrastructure Evaluation Phase II**

City Engineer: Aaron Klein, P.E.  
Address: Department of Public Works  
City of Sandusky  
222 Meigs Street  
Sandusky, Ohio 44870

Architect/Engineer: Strand Associates, Inc.  
Contact: Kelly M. Kuhbander, P.E.  
Address: 615 Elsinore Place, Suite 320  
Cincinnati, OH 45202

NOW, THEREFORE, in consideration of the mutual promises contained in the Professional Design/Engineering Services Agreement executed on February, 12, 2017, the City and the Architect/Engineer agree as follows:

The Architect/Engineer shall perform additional tasks included in Attachment A as described therein, in accordance with the Professional Services Amendment executed on \_\_\_\_\_, between the City and Strand Associates for a revised fee not to exceed **\$51,196.09**.

**Signature Page to Follow**

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

Strand Associates, Inc.  
("Architect/Engineer")

By: \_\_\_\_\_

CITY OF SANDUSKY

By: \_\_\_\_\_

Eric Wobser  
City Manager

CERTIFICATE OF FUNDS

In the matter of: Green Infrastructure Evaluation Phase II

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

Dated: \_\_\_\_\_, 2017

CITY OF SANDUSKY

By: \_\_\_\_\_  
Hank Solowiej  
Finance Director

\_\_\_\_\_  
Account Number

\_\_\_\_\_  
Amount





Strand Associates, Inc.®

615 Elsinore Place, Suite 320

Cincinnati, OH 45202

(P) 513-861-5600

(F) 513-861-5601

April 20, 2017

Mr. Aaron Klein, City Engineer  
City of Sandusky  
222 Meigs Street  
Sandusky, Ohio 44870

Re: Proposal for CSO Program Support Services

Dear Aaron,

On behalf of Strand Associates, Inc.® (Strand), thank you for requesting a proposal to provide services to the City of Sandusky (City) for Combined Sewer Overflow (CSO) Program Support. The objectives of this project are to develop a program for partnership between the City and property owners for installation of mutually beneficial stormwater and green infrastructure controls targeting CSO reductions in the combined sewer system. This letter Proposal describes our proposed Scope of Services, Schedule, and Compensation.

### **Scope of Services**

The proposed Services can be described as follows.

#### **Task 1: Assist with Development of CSO Reduction Partnership Program**

1. Participate in a teleconference with the City to outline the project goals, City preferences, program limitations, and other criteria to provide a basis for the program.
2. Develop initial City guidelines and criteria to assist potential project partners in vetting possible projects and determining if they qualify for partnership with the City.
3. Develop a long-term maintenance agreement for green infrastructure features or other stormwater controls to be funded by the City through the program, to be signed by project partners with the City.
4. Develop a preliminary application packet for potential project partners to complete early in the conceptual phase of design. This application is intended to request basic information such as the location of the project site, anticipated drainage areas to proposed stormwater controls, and potential types of green infrastructure features or Best Management Practices (BMPs) being considered. The application will provide enough information for the City to determine if the proposed project is eligible for funding.
5. Develop a detailed project application packet outlining the requirements for a potential partner to complete after the preliminary application has been approved. This application is intended to

Mr. Aaron Klein  
City of Sandusky  
Page 2  
April 20, 2017

outline and request the necessary stormwater calculations, drainage maps, design drawings, and opinions of construction cost needed for City review to allow for final approval of the project.

#### Task 2: Provide Technical Oversight/Support of Partnership Program

1. Review preliminary project application packets and provide comments to the City to send to the project applicant. For the purposes of this scope, up to four (4) preliminary project application packets will be reviewed.
2. Conduct modeling of potential projects to verify CSO reduction benefits. This task assumes that the project applicant provides the required information needed to conduct modeling, including drainage areas and details of proposed green infrastructure features. For the purposes of this scope, up to three (3) potential projects will be evaluated through the combined sewer system model to estimate potential annual CSO volume reduction benefits.
3. Review detailed project application packets, including a review of site designs, opinions of construction costs, and other relevant information needed to assist the City in making an informed decision regarding partnership and funding. For the purposes of this scope, up to three (3) detailed project application packets will be reviewed.
4. In the event that a project partner wishes to explore potential stormwater management opportunities for a site and requests technical assistance from the City, Strand will develop preliminary recommended solutions and concepts for specific sites based upon available information provided by the applicant. For the purposes of this scope, up to two (2) conceptual opportunity plans will be developed.

#### Task 3: Provide As-Needed Program Support/Outreach

1. Present program overview and requirements to stakeholders as needed. This may be useful in advertising the program to key property owners, and explaining the benefits. A presentation could also be made to the City officials as appropriate. This task assumes two (2) presentations/meetings.
2. As potential partners become aware of this program, there may be specific questions that the City needs support in responding to. This task assumes 16 hours of technical support to respond to program specific questions as needed.

#### **Schedule**

The Services described above will begin upon execution of an Engineering Services Agreement. Services are scheduled for completion within 12 months of the notice to proceed. Development of the program as outlined in Task 1 can be completed in 4 weeks from the notice to proceed.

#### **Compensation**

Services will be provided on a lump sum basis and in no event will the total compensation exceed \$30,000 without a written amendment. Costs by task are estimated as follows:

Mr. Aaron Klein  
City of Sandusky  
Page 3  
April 20, 2017

Task 1 - Assist with Development of CSO Reduction Partnership Program - \$9,000  
Task 2 - Provide Technical Oversight/Support - \$15,000  
Task 3- Provide As-Needed Program Support/Outreach - \$6,000

This letter is not to be considered an agreement between Strand and the City, but rather as a general discussion of the type of tasks the City may expect for a project of this nature. Once a **Scope of Services** is agreed upon, an Engineering Services Agreement will be developed.

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

Sincerely,

STRAND ASSOCIATES, INC.®



Kelly M. Kubbander, P.E.



## DEPARTMENT OF PUBLIC WORKS

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AARON M. KLEIN, P.E.  
Director

222 Meigs Street  
Sandusky, Ohio 44870  
Phone 419/627-5829  
Fax 419/627-5933  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: June 28, 2017

**Subject: Commission Agenda Item – Professional Services with Biohabitats for the Sandusky Bay Strategic Restoration Initiative**

**ITEM FOR CONSIDERATION:** Legislation to enter into an agreement for professional services with Biohabitats, Inc. of Cleveland, Ohio to perform work on the Sandusky Bay Strategic Restoration Initiative (SBSRI).

**BACKGROUND INFORMATION:** City Commission granted approval at the April 10, 2017, meeting via Ordinance No. 17-079 to enter in to an agreement with the Ohio Department of Natural Resources (ODNR) accepting \$240,000 split evenly from State Capital Funds and Federal Capital Funds to manage the Sandusky Bay Strategic Restoration Initiative (SBSRI).

The objective of this work is to develop a strategic implementation plan designed to create a portfolio of restoration projects that, when connected, will improve Sandusky Bay water quality by reducing nutrient and sediment loads, eliminating Harmful Algal Blooms in Sandusky Bay, and restoring waterfowl, wildlife, and fishery habitat throughout the Bay. The end goal is to provide healthier water for users around Sandusky Bay and Lake Erie, enhance the quality of life for the entire region and to ensure that economic benefits that are derived from a clean Sandusky Bay continue into the future.

The SBSRI is a collaborative planning exercise that would incorporate ongoing monitoring, assessment, and modeling work required to develop a strategic implementation plan based on scientific information and data. The approach would be extremely collaborative, as the goal is to bring together the necessary scientific, academic, regulatory, local and other partners to ensure success of the projects.

The projects approved at the previous commission meeting are the types of design suggestions that will be generated as part of this strategic plan. Those three projects, however, are known to be necessary to achieve the improvement goals. Those projects will be included in this document, with progress already shown.

The City issued a formal Request for Qualifications and in which six (6) submittals were received on May 16, 2017 and evaluated by a selection committee. It was determined by the selection committee that interviews were not necessary as the top ranked firms had been interviewed previously for the Sandusky Bay Initiative selection process and the selection committee had a grasp of which firm would work best for this project. The selection committee ranked Biohabitats as the top firm because of their knowledge of the bay area and past successes with similar projects.

The completion date of the agreement is December 31, 2018 so expediting the agreements would provide two summers to gather scientific data – this summer to coordinate with the other projects and next summer to provide additional sampling if necessary. Enacting this legislation does not mean that the City would design or

manage projects outside of the jurisdictional boundaries, but it does ensure that initial steps are being taken to protect and enhance Sandusky Bay and that our interests are incorporated.

**BUDGETARY INFORMATION:** The total cost of this agreement is \$229,242 but there is no financial impact to the City budget as all costs associated with this project will be split evenly between the State Capital Funds and Federal Capital Funds. The remaining \$10,758 will be reimbursable by the City for actual time associated with the project and will be directly applied to the Public Works Department wages and fringes portion of the O&M budget.

**ACTION REQUESTED:** It is recommended that proper legislation be prepared to enter into a Professional Service Agreement with Biohabitats, Inc. for the Sandusky Bay Strategic Restoration Initiative project be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City in order to execute the agreement so the consultant can initiate analysis of existing conditions this summer.

I concur with this recommendation:

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Eric Wobser  
City Manager

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

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES & SUBGRANT AGREEMENT WITH BIOHABITATS, INC., OF BALTIMORE, MARYLAND, FOR THE SANDUSKY BAY STRATEGIC RESTORATION INITIATIVE; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, this City Commission authorized and directed the City Manager to accept Federal and State grant funds totaling \$240,000.00 from the Ohio Department of Natural Resources to facilitate the creation of a comprehensive plan to be called the Sandusky Bay Strategic Restoration Initiative (SBSRI) by Ordinance No. 17-079, passed on April 10, 2017; and

**WHEREAS**, a Request for Qualifications (RFQ) was issued for the Sandusky Bay Strategic Restoration Initiative in which six (6) submittals were received and evaluated by a selection committee and based upon the previous interviews recently conducted with the top ranked firms during the Sandusky Bay Initiative selection process, the firm's experience, professional expertise, past success with similar projects, and knowledge of the Bay area, it was determined Biohabitats, Inc., was the most qualified for the project; and

**WHEREAS**, the cost of the professional services is \$229,242.00 and will be paid with funds received from the Ohio Department of Natural Resources for the development of a Strategic Restoration Initiative for Sandusky Bay; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to execute the agreement to allow the consultant to initiate analysis of existing conditions this Summer; and

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

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

Section 1. The City Manager is authorized and directed to enter into a Professional Services & Subgrant Agreement with Biohabitats, Inc., of Baltimore, Maryland, for the Sandusky Bay Strategic Restoration initiative, 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** Two Hundred Twenty Nine Thousand Two Hundred Two and 00/100 Dollars

(\$229,242.00).

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: July 10, 2017



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PROFESSIONAL SERVICES AGREEMENT:  
SUBGRANT AGREEMENT  
Healthy Lake Erie Grant Agreement  
Project: Sandusky Bay Strategic Restoration Initiative

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This Subgrant Agreement is made and entered into by and between the City of Sandusky (“City”) and the Biohabitats, Inc. located at 2081 Clipper Park Road Baltimore, MD 21211 (“Subgrantee”).

RECITALS

WHEREAS, The City of Sandusky, who is assuming the role of a local restoration partner, has entered into a contract with the State of Ohio, Department of Natural Resources (ODNR) to conduct investigation and design projects as part of an initiative aimed at restoring aquatic habitat, beneficial reuse of dredged materials and nutrient reduction through innovative data analysis and planning within Sandusky Bay titled the Sandusky Bay Strategic Restoration Initiative (SBSRI); and

WHEREAS, The City of Sandusky issued an RFQ for the purpose of selecting qualified firms to prepare the design plans; and

WHEREAS, Biohabitats, Inc. was selected to complete the SBSRI consisting of data analysis and development of a portfolio of projects that will work in sequence or individually to improve the water quality within Sandusky Bay; and

WHEREAS, Subgrantee has requested funding from the Grant in the amount of Two Hundred Twenty Nine Thousand Two Hundred Forty Two Dollars and Zero Cents (\$229,242.00) to develop a Plan associated with the Sandusky Bay Strategic Restoration Initiative Project (the “Project”); and

WHEREAS, ODNR has approved the Project for sub-grant funding;

NOW, THEREFORE, the parties mutually agree as follows:

1. Subgrant Purpose and Amount. The City agrees to subgrant to Subgrantee the amount of up to Two Hundred Twenty Nine Thousand Two Hundred Forty Two Dollars and Zero Cents (\$229,242.00), (the “Subgrant” or “Subgrant Funds”) for payment of the Project costs.

Subgrantee shall keep the City updated on the ongoing progress of the Project and agrees that the City shall have the right, but not the obligation, to be a member of the selection committee that reviews any and all Project proposals for the planning and design services and selects the consultant to perform such services.

2. Disbursement of the Subgrant.
  - a. Subgrantee shall request Grant disbursement payments by submitting to the City periodic pay requests for Project expenses that have been incurred. Subgrantee shall complete a

Payment Request form (the "Payment Request") which shall be attached to supporting documentation for such submitted expenses. Each Payment Request shall include a report that describes the progress and status of the Project.

- b. Upon its receipt of Subgrantee's Payment Request that contains all required information as determined by the City, the City will apply for payment from the ODNR. Subgrantee will receive payment from the City within thirty (30) days after the City receives payment from ODNR.
  - c. Subgrantee agrees that the City has no control over ODNR's payment of any costs and Subgrantee shall not hold the City financially responsible or liable for the failure of ODNR to promptly pay any expense.
3. Compliance with the Grant Agreement. Subgrantee acknowledges that the Subgrant is funded pursuant to the Grant Agreement, the terms and conditions of which are attached as **EXHIBIT A** and that are incorporated into this Subgrant Agreement by reference. As a recipient of the Grant funds, Subgrantee agrees that it shall and will comply with all applicable terms and conditions of the Grant Agreement as if it were the original recipient of the Grant. Should any portion of Subgrantee's Payment Request be deemed by ODNR, or other agency with oversight of the Grant, to be ineligible for Grant funding due to the failure of Subgrantee to comply with the Grant Agreement, due to ineligible costs, or for any other reason, Subgrantee shall not hold the City liable or otherwise responsible for the payment of such ineligible amount.
4. Scope of Services; Applicable Law. The Architect/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 Architect/Engineer shall provide such services in accordance with the applicable Sections of the Ohio Revised Code and any applicable state rules and regulations, any applicable federal and local statutes, ordinances, rules and regulations and the Contract Documents. Basic Services to be provided by the Architect/Engineer shall consist of the services set forth in **EXHIBIT B** attached hereto and incorporated by reference herein as if fully rewritten.
5. Grant Closeout Report. Upon the completion of the Project or the expiration of this Agreement, whichever comes first, Subgrantee will submit to the City a Grant Closeout Report to substantiate the use of all Grant funds, including a certification from an authorized official that all Subgrant Funds were utilized as represented and that Project costs were paid in full. In addition, Subgrantee agrees that it will provide to the City a copy of the final Project design and related work products provided by the consulting firm to the Subgrantee.
6. Retention of Project Records. As required in Section 10 of the Grant Agreement, all records pertaining to the Project shall be retained by Subgrantee for a period of not less than eighteen (18) years after the date of the Project closeout. All such records and supporting documentation shall be made available, upon request, for inspection or audit by the Auditor of State, ODNR, OEPA, and/or the City or their respective representatives, which audit could occur at any time, including before, during and after Project completion. The Subgrantee must obtain written approval from the City prior to destroying, or approving the destruction of, any Project records.

7. Subgrantee Project Manager. Subgrantee's Project Manager is Tom Denbow, Great Lakes Bioregion Team Leader, [tdenbow@biohabitats.com](mailto:tdenbow@biohabitats.com), 216.921.4430. The Project Manager shall be responsible for compliance with this Professional Services: Subgrant Agreement, the Grant Agreement, and the coordination and oversight of the Project.
8. City Agent. Aaron Klein, P.E., Director, Public Works, [aklein@ci.sandusky.oh.us](mailto:aklein@ci.sandusky.oh.us), 419.627.5829 is the manager of this Professional Services: Subgrant Agreement on behalf of the City. Subgrantee should contact him with any questions that it has about the Grant, Grant Agreement, this Subgrant Agreement, or the Project.
9. Site Access and Inspection. The City and the ODNR shall have the right, but not the obligation, to enter and inspect the Project site. When possible, the City and/or the ODNR will provide Subgrantee with a twenty-four (24) hour notice. Subgrantee's Project Manager or his designee shall be available during a site visit to answer questions and otherwise assist. If the Project is not being implemented satisfactorily or substantially in accordance with the Grant Agreement and this Subgrant Agreement, as reasonably determined by the City or ODNR, the Subgrantee may be requested to remedy any deficiencies in such activities. The City is not obligated to submit any Payment Request to ODNR unless the deficiencies are remedied in a manner that the City reasonably determines is satisfactory. The City shall have the right, but not the obligation, to take any reasonable and appropriate action under the circumstances to cure any violation of the provisions of this Subgrant Agreement after first giving the Subgrantee no less than thirty (30) days written notice and a reasonable opportunity to cure such violation.
10. Insurance Requirements. Subgrantee shall require that Project contractors obtain and maintain, for the term of the Project the insurance that is necessary and appropriate for the work being performed that will provide protection from claims which may arise out of or result from the Project work, whether performed by contractor or by anyone directly or indirectly employed by any of them to perform or furnish the work, or by anyone whose acts any of them may be liable. Each such policy shall name the City and the State of Ohio, Department of Natural Resources as additional insured parties.
11. Covenants of Subgrantee. Subgrantee represents and covenants that:
  - a. It has the full power and authority to enter into and carry out the duties contemplated by this Subgrant Agreement.
  - b. The Project will be performed in such a manner as to conform with all applicable regulations imposed by the federal, state or local governments, whether or not specifically identified or cited herein.
  - c. Subgrantee shall comply with the prevailing wage requirements of ORC Chapter 4115, as applicable.
  - d. The Project shall be implemented in a good and workmanlike manner.
  - e. Subgrantee shall be responsible for obtaining all permits, licenses, approvals, certifications and inspections required by federal, state or local law and to maintain such permits, licenses, approvals, certifications and inspections in current status during the term of this Subgrant Agreement.



Phone: 419.627.5829  
Fax: 419.627.5933  
E-mail: aklein@ci.sandusky.oh.us

To Subgrantee: Tom Denbow, Great Lakes Bioregion Team Leader  
Biohabitats, Inc.  
2026 Murray Hill Road, Rm 102  
Cleveland, OH 44119  
Phone: 216.921.4430  
Cell: 216.906.5566  
Fax: NA  
E-mail: tdenbow@biohabitats.com

17. Waiver. Any waiver by the parties with respect to any of the terms and conditions of this Subgrant Agreement shall in no way constitute a waiver of any of the other rights or privileges granted hereunder.
18. Amendments. This Subgrant Agreement may not be amended or supplemented except by an instrument in writing executed by authorized representatives of both parties.
19. Severability. If any provision of this Subgrant Agreement is determined by a court 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 portion 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.
20. Captions. The captions and headings in this Subgrant Agreement shall be solely for convenience or reference and shall in no way define, limit or describe the scope or intent of any provisions or sections of this Subgrant Agreement.
21. Governing Law. This Subgrant Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.
22. Public Records. Subgrantee acknowledges that this Subgrant Agreement and other records in the possession or control of the City regarding the Project are public records under ORC Section 149.43 and are open to public inspection unless a legal exemption applies.
23. Certifications. By signature on this Subgrant Agreement, Subgrantee certifies that:
  - a. It has reviewed and understands the Ohio ethics and conflict of interest laws as found in Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43 and will take no action inconsistent with those laws. Subgrantee understands that failure to comply with Ohio's ethics and conflict of interest laws is, in itself, grounds for termination of this Subgrant Agreement;

- b. No personnel who exercises any functions or responsibilities in connection with the review or approval of this Subgrant Agreement shall, prior to the completion of the Project, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to this Subgrant Agreement. Any such person who acquires an incompatible or conflicting personal interest on or after the effective date of this Subgrant Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest shall immediately disclose his or her interest to the City in writing. Thereafter, he or she shall not participate in any action affecting the Project, unless it is determined by the City that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.
- c. To the best of its knowledge neither Subgrantee or any of its officers or directors, nor the spouse of any such person, has made contributions to the ODNR or the Governor in excess of the limitations specified in R.C. 3517.13.
- d. Subgrantee is not subject to a finding for recovery under R.C. 9.24 or it has taken the appropriate remedial steps required under such section or otherwise qualifies under that section.

24. **Multiparty Proceedings.** The Parties agree, to the extent permitted by the prime Grant agreement, that all Parties necessary to resolve a claim shall be Parties to the same dispute resolution proceeding. To the extent disputes between the Parties involve in whole or in part disputes between the City and ODNR, disputes between Subgrantee and the City shall be decided by the same tribunal and in the same forum as disputes between the City and ODNR.

25. **Dispute Mitigation through Direct Discussion.** If a dispute arises out of or relates to this Agreement or its breach, the Parties shall endeavor to settle the dispute first through direct discussion before submitting the dispute for mediation and arbitration. Within five (5) business days, the Parties' representatives, who shall possess the necessary authority to resolve such matter and who shall record the date of first discussions, shall conduct direct discussions and make a good faith effort to resolve such dispute. If the dispute remains unresolved after fifteen (30) Days from the date of first discussion, the Parties shall submit such matter to the dispute mitigation and dispute resolution procedures specified herein.

26. **Mediation.** Disputes between Subcontractor and Constructor not resolved by direct discussion according to Section 24, shall be submitted to mediation pursuant to the Rules of the American Arbitration Association, or the Parties may mutually agree to select another set of mediation rules. The administration of the mediation shall be as mutually agreed by the Parties. The Parties shall select the mediator within fifteen (30) days of the request for mediation. Engaging in mediation is a condition precedent to any form of binding dispute resolution.

IN WITNESS HEREOF, the parties have caused this Subgrant Agreement to be executed by their respective officers on the day and year set forth below.

Biohabitats, Inc.

City of Sandusky, OH

By: \_\_\_\_\_  
Adam Feuerstein,  
COO

By: \_\_\_\_\_  
Eric Wobser  
City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

Approved as to Form: \_\_\_\_\_

Approved as to Content: \_\_\_\_\_



# EXHIBIT A

## Grant Agreement

## EXHIBIT B

### Scope of Work

## AGREEMENT

The State of Ohio, represented by the Ohio Department of Natural Resources Office of Coastal Management (hereinafter referred to as the DEPARTMENT) and the **City of Sandusky** (hereinafter referred to as the SUBRECIPIENT) agree to provide a coastal resource protection project in accordance with the Coastal Management Grant Proposal (Exhibit A) attached hereto and incorporated by reference as if fully rewritten herein.

Project Name:           **Developing a Strategic Restoration Initiative for Sandusky Bay**  
Project No.:           **DNRFHCZ16A 306-15**  
CFDA No.:           **11.419**  
Federal Grant No.:   **NA16NOS4190094**

### 1. NATURE OF AGREEMENT

The SUBRECIPIENT will perform the activities outlined in Exhibit A, and the DEPARTMENT will pass through federal coastal zone management funds to the SUBRECIPIENT in support of the work up to the specified share of total eligible costs. Except where otherwise specified, the SUBRECIPIENT will perform the work described in Exhibit A according to the Coastal Management Grant Program Procedural Guide (Exhibit B). Where the terms of the agreement and Exhibit A differ, the terms of the agreement shall prevail.

The DEPARTMENT will provide federal funds in an amount not to exceed **One Hundred Twenty Thousand and no/100 Dollars (\$120,000.00)**, and state funds in the amount of One Hundred Twenty Thousand and no/100 dollars (\$120,000) for work elements listed in Exhibit A.

Obligations of the DEPARTMENT are subject to the provisions of Ohio Revised Code Chapter 126.07, which provides that the Director of Budget and Management must first certify that there is a balance in the appropriation which may satisfy the contractual obligation and are not binding until such time that the DEPARTMENT gives the SUBRECIPIENT written notice that funds have been made available to the DEPARTMENT, by the National Oceanic and Atmospheric Administration.

This agreement is effective on **May 1, 2017**, and shall terminate **June 30, 2017**, except that the SUBRECIPIENT agrees that this agreement may be renewed unilaterally by the DEPARTMENT, subject to appropriation, by written notice to the SUBRECIPIENT within thirty (30) days of termination. All work conducted and funds expended on this project to be reimbursed or considered as match must occur during the project period.

The SUBRECIPIENT may not deviate from the scope of an approved project without the concurrence of the DEPARTMENT. Requests for a scope change after a project is approved must be made in writing to the DEPARTMENT and be submitted no later than 60 days before the Agreement expiration date according to the process described in the Coastal Management Grant Program Procedural Guide (Exhibit B).

If the DEPARTMENT determines that it is feasible and circumstances warrant, projects can be extended. A written request must be submitted to the DEPARTMENT no later than 60 days before the Agreement expiration date according to the process described in the Coastal Management Grant Program Procedural Guide (Exhibit B).

### 2. TERMINATION OF AGREEMENT

The DEPARTMENT may suspend or terminate this agreement upon thirty days written notice to the SUBRECIPIENT if the SUBRECIPIENT shall fail to fulfill in a timely manner its obligations under this agreement or if the SUBRECIPIENT shall violate any of the covenants, terms, or stipulations of this agreement. In the event of termination, the DEPARTMENT shall retain all unused funds.

3. RIGHTS IN DATA, PATENT, AND COPY RIGHTS

If applicable, the work products, or deliverables provided by the SUBRECIPIENT shall become the property of the DEPARTMENT. The DEPARTMENT, and any person, agency or instrumentality providing financial assistance for the work performed under the grant agreement shall have an unrestricted right to reproduce, distribute, modify, maintain and use the deliverables, and the SUBRECIPIENT shall not obtain copyright, patent or other proprietary protection for the deliverables. The SUBRECIPIENT relinquishes any and all copyrights, privileges and proprietary rights to the deliverables and shall not include in any deliverable any copyrighted matter, unless the copyright owner and any person, agency or instrumentality providing financial assistance to the work hereunder gives prior written approval to use such copyrighted matter in the manner provided herein.

4. NONDISCRIMINATION

The SUBRECIPIENT will not discriminate against any employee or applicant for employment, because of race, color, religion, national origin, ancestry, age, sex, military status or disability. The SUBRECIPIENT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, ancestry, age, sex, military status or disability. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. The SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices as may be provided by the DEPARTMENT setting forth the provisions of this non-discrimination clause.

In the event of the SUBRECIPIENT'S non-compliance with the non-discrimination clauses of this agreement, this agreement may be canceled, terminated or suspended in whole or in part.

The SUBRECIPIENT agrees to comply with all pertinent provisions of the Americans with Disabilities Act and agrees to assume full responsibility for noncompliance therewith.

5. EQUAL EMPLOYMENT OPPORTUNITY

The SUBRECIPIENT agrees that it will fully cooperate with the State Equal Employment Opportunity Coordinator, with any other official or agency of the State or Federal Government which seeks to eliminate unlawful employment discrimination, and with all other State and Federal efforts to assure equal employment practices, and said SUBRECIPIENT shall comply promptly with all requests and directions from the state of Ohio or any of its officials and agencies in this regard, both before and during performance. All bidding and contract documents shall contain necessary requirements to implement these provisions.

6. LIABILITY

The parties agree that the SUBRECIPIENT shall be solely responsible for any and all claims, demands, or causes of action arising from the SUBRECIPIENT'S obligations under this grant agreement. Each party to this Agreement must seek its own legal representative and bear its own costs, attorney fees and expenses, in any litigation that may arise from the performance of this Agreement. It is specifically understood and agreed that the DEPARTMENT does not indemnify the SUBRECIPIENT. Nothing in this Agreement shall be construed to be a waiver of the sovereign immunity of the State of Ohio or the immunity of any of its employees or agents for any purpose. In no event shall the DEPARTMENT be liable for indirect, consequential, incidental, special, liquidated, or punitive damages, or lost profits.

7. DRUG FREE WORKPLACE

The SUBRECIPIENT shall comply with all applicable state and federal laws regarding drug-free workplace and shall make a good faith effort to ensure that all its employees, agents, or sub-contractors while working on this project, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

8. OHIO ELECTIONS LAW

The SUBRECIPIENT affirms that, as applicable to it, no party listed in Division (I) or (J) of Section 3517.13 of the Ohio Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to his campaign committees.

9. FINDINGS FOR RECOVERY

The SUBRECIPIENT affirmatively represents and warrants to the DEPARTMENT 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. SUBRECIPIENT agrees that if this representation or warranty is deemed to be false, the Agreement shall be void *ab initio* as between the parties to this Agreement, and any funds paid by the DEPARTMENT hereunder immediately shall be repaid to the DEPARTMENT, or an action for recovery immediately may be commenced by the DEPARTMENT for recovery of said funds.

10. INTEREST OF SUBRECIPIENT

The SUBRECIPIENT covenants that he/she presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this agreement. The SUBRECIPIENT further covenants that in the performance of this agreement no person having any such interest shall be employed.

11. ETHICS COMPLIANCE

The SUBRECIPIENT by signature on this document, certifies that it: (i) has reviewed and understands the Ohio ethics and conflict of interest laws as found in Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43, and (ii) will take no action inconsistent with those laws. The SUBRECIPIENT understands that failure to comply with Ohio's ethics and conflict of interest laws is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State of Ohio.

12. EXECUTIVE ORDER 2011-12K

The SUBRECIPIENT affirms to have read and understands Executive Order 2011-12K issued by Ohio Governor John Kasich and shall abide by those requirements in the performance of this Agreement, and shall perform no services required under this Agreement outside of the United States. The Executive Order is provided as Exhibit C and also is available at the following website: <http://www.governor.ohio.gov/Portals/0/pdf/executiveOrders/EO%202011-12K.pdf>. The SUBRECIPIENT also affirms, understands, and agrees to immediately notify the DEPARTMENT of any change or shift in the location(s) of services performed by the SUBRECIPIENT or its subcontractors under this Agreement, and no services shall be changed or shifted to a location(s) that are outside of the United States.

Termination, Sanction, Damages: If SUBRECIPIENT or any of its subcontractors perform services under this Agreement outside of the United States, the performance of such services shall be treated as a material breach of the Agreement. The DEPARTMENT is not obligated to pay and shall not pay for such services. If SUBRECIPIENT or any of its subcontractors perform any such services, SUBRECIPIENT shall immediately return to the DEPARTMENT all funds paid for those services. The DEPARTMENT may also recover from the SUBRECIPIENT all costs associated with any corrective action the DEPARTMENT may undertake, including but not limited to an audit or a risk analysis, as a result of the SUBRECIPIENT performing services outside the United States.

The DEPARTMENT may, at any time after the breach, terminate the Agreement, upon written notice to the SUBRECIPIENT. The DEPARTMENT may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Agreement and costs associated with the acquisition of substitute services from a third party.

If the DEPARTMENT determines that actual and direct damages are uncertain or difficult to ascertain, the DEPARTMENT in its sole discretion may recover a payment of liquidated damages in the amount of zero (0) percent of the value of the Agreement.

The DEPARTMENT, in its sole discretion, may provide written notice to SUBRECIPIENT of a breach and permit the SUBRECIPIENT to cure the breach. Such cure period shall be no longer than 21 calendar days. During the cure period, the DEPARTMENT may buy substitute services from a third party and recover from the SUBRECIPIENT any costs associated with acquiring those substitute services.

Notwithstanding the DEPARTMENT permitting a period of time to cure the breach or the SUBRECIPIENT'S cure of the breach, the DEPARTMENT does not waive any of its rights and remedies provided the DEPARTMENT in this Agreement, including but not limited to recovery of funds paid for services the SUBRECIPIENT performed outside of the United States, costs associated with corrective action, or liquidated damages.

Assignment / Delegation: The SUBRECIPIENT will not assign any of its rights, nor delegate any of its duties and responsibilities under this Agreement, without prior written consent of the DEPARTMENT. Any assignment or delegation not consented to may be deemed void by the DEPARTMENT.

13. DEBARMENT

The SUBRECIPIENT shall comply with the provisions of 2 C.F.R. Part 1326, "Nonprocurement Debarment and Suspension" (published in the *Federal Register* on December 21, 2006, 71 FR 76573), which generally prohibit entities that have been debarred, suspended, or voluntarily excluded from participating in Federal nonprocurement transactions either through primary or lower tier covered transactions, and which sets forth the responsibilities of recipients of Federal financial assistance regarding transactions with other persons, including subrecipients and contractors. See Exhibit D.

14. DELIVERABLE REQUIREMENTS

[Non-construction]

Final Report Requirements, in addition to those listed in the Procedural Guide (Exhibit B), will include the submission of any final reports or documents developed as a result of this project as follows:

- 1) two (2) paper copies; and
- 2) one CD with a complete set of any final reports or documents as Portable Document Format (.pdf) files and as Word (.doc) or Rich Text Format (.rtf) files.

[For Construction]

Final Report Requirements, in addition to those listed in the Procedural Guide (Exhibit B), will include the SUBRECIPIENT'S submission of a) one copy of the completed site design and one set of final engineering drawings and b) one set of 10 color pictures in high resolution digital format depicting the work completed under this grant. These photos should include "before" and "after" shots of the project site and at least one photo of the installed grant acknowledgement sign.

15. LATITUDE, LONGITUDE AND METADATA

The SUBRECIPIENT will provide the latitude and longitude for the location of the task. Any Geographic Information System (GIS) work done in relation to this project will be shared with the DEPARTMENT. In addition, the SUBRECIPIENT will follow federal metadata standards as described at <http://www.fgdc.gov/metadata/csdgm/>.

16. GRANT ACKNOWLEDGEMENT AND PRODUCT DISCLAIMER

For research projects:

Publication of the results of the research project in the appropriate professional journals is encouraged as an important method of recording and reporting scientific information. When releasing information resulting from projects supported in whole or in part by this grant, the SUBRECIPIENT shall include the following acknowledgement:

"Financial assistance was provided under award NA16NOS4190094 from the National Oceanic and Atmospheric Administration, U.S. Department of Commerce through the Ohio Coastal Management Program, administered by the Department of Natural Resources, Office of Coastal Management."

For non-research projects:

Every publication of material (including Internet sites) based on or developed with information resulting from projects supported in whole or in part by this grant must contain the following disclaimer on the cover or title page:

"This [report/video/Internet site/etc.] was prepared by [Subrecipient] under award NA16NOS4190094 from the National Oceanic and Atmospheric Administration, U.S. Department of Commerce through the Ohio Department of Natural Resources, Office of Coastal Management. The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of the National Oceanic and Atmospheric Administration, Department of Commerce, Ohio Department of Natural Resources, or the Office of Coastal Management."

**17. COUNTERPARTS**

Any party hereto may deliver a copy of its counterpart signature page to this Agreement electronically pursuant to R.C. Chapter 1306. Each party hereto shall be entitled to rely upon an electronic signature of any other party delivered in such a manner as if such signature were an original.

**18. INSURANCE**

Throughout the agreement period, the SUBRECIPIENT shall carry Workers' Compensation Insurance, as required by the Ohio Workers' Compensation Act, upon all its employees engaged in this work and shall be responsible to see that any sub-contractors carry such insurance on their employees. The SUBRECIPIENT shall also provide public liability and property damage insurance for the entire period, thus insuring the interests of all parties against any and all claims that may arise out of SUBRECIPIENT operations under the terms of this agreement. It is agreed that in the event any carrier of such insurance exercises cancellation, notice will be made immediately to the DEPARTMENT of such cancellation.

**19. INDEPENDENT CAPACITY OF SUBRECIPIENT**

The parties hereto agree that the SUBRECIPIENT, and any agents and employees of the SUBRECIPIENT, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the state for the purpose of Ohio Revised Code Chapter 145 and the DEPARTMENT shall not be responsible for any contributions to retirement plan for the SUBRECIPIENTS' employees under that code. Nothing in this Agreement shall be construed so as to create a partnership, joint venture, or other relationship between the parties.

IN TESTIMONY WHEREOF, the said parties hereto set their hands as of the day indicated herein below.

SIGNED: City of Sandusky

Signature

Eric L. Wobser

Name Printed

City Manager

Title

Date

3-4-16401311

Federal Tax Identification Number

APPROVED BY STATE OF OHIO  
DEPARTMENT OF NATURAL RESOURCES

Scudder D. Mackey, Ph. D., Chief  
As Designee for:  
James J. Zehringer, Director

Date

4/28/2017



## Scope of Work – Developing a Strategic Restoration Initiative for Sandusky Bay

### Introduction

Sandusky Bay encompasses approximately 64 square miles of open water in the western Lake Erie basin and receives runoff from nearly one million acres of land from the Sandusky River and numerous tributaries that drain directly into the Bay. Sandusky Bay is a unique bay ecosystem within the Great Lakes and holds some of the most significant coastal wetland systems in the Lake Erie basin. In addition to coastal wetlands, Sandusky Bay is a highly productive fishery area and serves as a centerpiece for public recreation and tourism. Sandusky Bay has been recognized as a priority management area for a number of initiatives including the Great Lakes Fishery Commission and the Great Lakes Water Quality Agreement, particularly with respect to fisheries management and nutrient reduction priorities.

This initiative will apply Landscape Conservation Design principles to develop a portfolio of projects that will maximize nutrient and sediment reduction while enhancing coastal and fisheries habitat in Sandusky Bay.

This task will convene a number of partners to identify key concepts and projects that will assist in meeting water quality targets and habitat objectives of the in-water area of Sandusky Bay. An integrated systems approach will be used to evaluate how best to identify and implement a suite of connected in-water restoration projects that sequentially process Sandusky Bay waters through a system of wetlands, nature-based/living shorelines, and island complexes that will progressively improve water quality as it moves eastward through Sandusky Bay. This work will be done in parallel and complementary to the proposed *“Sandusky Bay Initiative Integrated Monitoring and Data Assessment”* project. This task will also complement the work conducted in previous grant cycles and by local partners to assemble the social, economic, and land-based information necessary to derive concept areas and their design outcomes for Sandusky Bay. This initiative will integrate the alignment of these various initiatives to ensure the coordination of these efforts are beneficial to each other and are systemic in their benefits to improve and enhance nearshore water quality and coastal habitats.

The Office of Coastal Management, through a local partner and its sub-contractor, will provide services to develop concept plans and a portfolio of innovative restoration projects identified by a Landscape Conservation Design process for the Sandusky Bay. Specific tasks include, but are not limited to:

- Convene project partners to review water quality and habitat targets being developed through current monitoring. Integrate summary of existing social, economic, and land use data combination with integrated data assessment work to identify potential priority restoration areas.
- Develop concept plans based on Landscape Conservation Design principles to meet Sandusky Bay water quality targets and restoration goals.
- Identify and develop a portfolio of projects and associated strategies to implement those projects.

With funding through the Ohio Coastal Management Program (OCMP), the City of Sandusky will utilize up to \$240,000 to coordinate project management and secure consultant services for these tasks, which are expected to be completed by December, 2018.

### **Services**

The City of Sandusky will develop an RFQ process for consultant services and will administer these projects on behalf of the OCMP. Project funds will be used to develop and implement a planning process that will establish a portfolio of projects and associated strategies for implementation to meet water quality and habitat targets for Sandusky Bay.

The following tasks outline the work to be performed under this Agreement. Preliminary discussions between the OCMP and the City of Sandusky will occur prior to implementation of these tasks.

#### **Task 1: The City of Sandusky will develop an RFQ to identify and select project teams**

The RFQ shall include a description of the goals and objectives of the Sandusky Bay Initiative, specifically how the planning process and project portfolio will improve nearshore water quality and habitat and demonstrate the beneficial reuse of dredge material. The RFQ shall include a detailed description of work to be performed, schedule of Tasks, timeline with project milestones, cost estimates by Task, and deliverables. Prior to release, the draft RFQ shall be reviewed and approved by the OCMP.

The City of Sandusky shall:

- Advertise the RFQ through public notice with established timelines and schedule. Establish a selection process and administer selection of consultant;
- Interview consultants, as needed; and
- Develop and administer sub-grant agreements with selected consultant(s).

#### **Task 2: Project Administration of Sub-Grant Agreement(s)**

- Administer invoicing and quarterly progress reports;
- Develop agendas and run meetings;
- Coordinate with consultant(s) and sub-consultant(s) team on project deliverables and associated milestones;
- Coordinate stakeholder outreach and information and public participation; and
- Review all consultant work to ensure consistency with this Scope of Work.

#### **Task 3: Agreement Administration with OCMP**

- Establish OCMP payment and invoicing schedule for projects;
- Establish quarterly coordination with OCMP and other state agency partners;
- Provide quarterly progress reports/updates on project work; and
- Provide copies of completed work to OCMP upon completion of project.

Draft example of tasks to be included in RFQ response.

**Task 1: Convene project partners to review water quality and habitat targets.**

Meet with City, OCMP and stakeholders to gain all background knowledge and an understanding of historical information and future priorities. Establish a planning process for this project to meet the goals and objectives. Identify and convene project partners as needed to identify goals and targets for Sandusky Bay. Identify current and impending initiatives in Sandusky Bay. Review water quality and habitat targets from these various initiatives. Identify immediate and long term data gaps for this and possibly future projects.

**Task 2: Integrate summary of data and identify potential priority restoration areas.**

Develop a summary of social, economic and land use data in combination with integrated data assessment work to identify potential priority restoration areas in Sandusky Bay. Site areas will need to consider current land uses, local economies and community goals with Bay conditions to ensure sites are compatible with current and future conditions. Identify alignment of potential restoration areas and their collective benefit to the Bay's water quality and habitat goals. Identify both individual project area goals and their alignment to provide a cumulative benefit to the Bay's water quality and habitat goals with all of the potential restoration areas. Develop long-term evaluation criteria for the Sandusky Bay as whole and for each potential project area. Goals and targets must meet current planning documents, regulations and programs established by the City and OCMP and any other regulatory agency.

**Task 3: Develop Concept Plans for Priority Restoration Areas**

Develop concept design options for each individual site based upon goals, targets, and site conditions established in Tasks 1 and 2. Depending on the number of sites identified, the priority restoration areas may be tiered for the level of concept design development to be assembled under this project

**Task 4: Develop Portfolio of Projects**

Develop a document that outlines the Portfolio of Projects identified through this process. The document should include the integration of existing conditions, baseline findings, water quality goals and targets, limitations, overall map of all potential restoration areas, individual maps for each potential restoration area, description of each site area and recommended restoration approach, associated target goals being met, and estimated costs for implementation. Additionally, a summary of monitoring and evaluation recommendations for the portfolio of projects and sequencing of project implementation. The Portfolio of Projects Plan shall be provided in a document and digital version format.

**Task 5: Identify strategies for implementation of potential projects.**

Develop an implementation and coordination plan including logistics for beneficial reuse of dredged material, if applicable, for any of the potential priority project areas. Identify potential Management, Construction duration, Operation, Maintenance & Monitoring (MOMM) requirements for priority project areas.

## Landscape Conservation Design

**Landscape Conservation Design Definition:** Landscape conservation design is as a partner-driven approach to achieve a sustainable, resilient socio-ecological landscape. It is an iterative, collaborative, and holistic process resulting in strategic and spatial products that provide information, analytical tools, maps, and strategies to achieve landscape goals collectively held among partners.

The Design process begins by gathering partners and stakeholders together to identify common priorities and focal resources, then assess vulnerabilities of these resources to current and future stressors. The group then develops conservation strategies and actions to address vulnerabilities, including where to focus efforts and who can contribute to those actions. Project staff or partners assemble maps and spatial data for use as a common framework for decision-making and implementation.

There are eight, key characteristics of Landscape Conservation Designs that have been developed and adopted by the Landscape Conservation Cooperative (LCC). The agreed-upon characteristics serve as a common standard for reference as LCCs communicate about and work to develop and refine Designs. The characteristics also provide criteria for assessment of current status and future target setting for the LCC Network.

The eight characteristics are:

1. Collaborative / Multi-sector / Partner-Driven:
2. Shared Goals
3. Holistic / System Level
4. Conservation Features
5. Desired Future Conditions
6. Assessment / Situation Analysis
7. Strategies
8. Iterative / Adaptive

Obtained from Upper Midwest and Great Lakes Landscape Conservation Cooperative  
<https://greatlakeslcc.org/issue/landscape-conservation-planning-and-design>

**Attachment A: Fiscal Summary**  
**NOAA Award # NA16NOS4190094A**  
**State Grant # DNRHCZ16A**  
**State Fiscal Year 2017**  
**Agency Use Code: DNRHCZ16A**

**Section Number: 306 Task Number: 15**  
**Task Title: Developing a Strategic Restoration Initiative for Sandusky Bay**  
**Applicant Name: City of Sandusky**

PERSONNEL	Federal	Non-Federal	Total	Description / Comments
		\$4,691.00		
Public Works Director	0		\$4691.00	Hrs=100, pay rate=46.9110/hour, main point of contact, project management, meetings, review documents, MOMM, reporting, interviews, selection, contract compliance
Project Coordinator	0	\$1,704.00	\$1,704.00	Hrs=70, pay rate=24.3490/hour, financial, administrative, meetings, agendas, reporting,
<b>Total Personnel</b>	<b>0</b>	<b>\$6,396.00</b>	<b>\$6,396.00</b>	

FRINGE BENEFITS	Federal	Non-Federal	Total	Description / Comments
		\$2,892.00		
Public Works Director	0		\$2,892.00	\$28.9210/hour; pension, Medicare, workers comp, health insurance.
Project Coordinator	0	\$1,470	\$1,470.00	\$21.0008/hour; pension, Medicare, workers comp, health insurance.
<b>Total Fringe Benefits</b>	<b>0</b>	<b>\$4,362.00</b>	<b>\$4,362.00</b>	

TRAVEL	Federal	Non-Federal	Total	Description / Comments
	0	0	0	
<b>Total Travel</b>	<b>0</b>	<b>0.00</b>	<b>0</b>	

EQUIPMENT	Federal	Non-Federal	Total	Description / Comments
	\$ 0	\$ 0	\$ 0	
<b>Total Equipment</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	

SUPPLIES	Federal	Non-Federal	Total	Description / Comments
	0	0	0	
<b>Total Supply</b>	<b>0</b>	<b>0</b>	<b>0</b>	

<b>CONTRACTUAL</b>	<b>Federal</b>	<b>Non-Federal</b>	<b>Total</b>	<b>Description / Comments</b>
<b>Consultant</b>	\$120,000.00	\$109,242.00	\$229,242.00	Consultant Services
<b>Total Contractual</b>	\$120,000.00	\$109,242.00	\$229,242.00	

<b>OTHER</b>	<b>Federal</b>	<b>Non-Federal</b>	<b>Total</b>	<b>Description / Comments</b>
<b>Total Other</b>	0	\$0.00	0	

<b>Total Direct Charges</b>	\$120,000.00	\$120,000.00	\$240,000.00
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<b>INDIRECT CHARGES</b>	<b>Federal</b>	<b>Non-Federal</b>	<b>Total</b>	<b>Description / Comments</b>
	0	0	0	
<b>Total Indirect Charges</b>	0	0	0	

<b>Grand Totals</b>	\$120,000.00	\$120,000.00	\$240,000.00
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## **SCOPE OF WORK**

Biohabitats has been selected to work with the City of Sandusky and stakeholders to undertake a collaborative planning process that will incorporate ongoing monitoring, assessment work required to develop a strategic implementation plan based on scientific information and data. The end product will be the Sandusky Bay Strategic Restoration Implementation Plan which establishes restoration goals and objectives and priority restoration projects for Sandusky Bay. The Project Study Area will include Sandusky Bay only and not include tributary watersheds/catchments. The Initiative will involve a broad range of stakeholders (Table 1).

This Scope of Work (SOW) and Work Plan (WP) are based on our understanding of the work as defined in the Sandusky Bay Strategic Restoration Initiative RFQ, our RFQ submission dated May 16, 2017 and meetings with the City of Sandusky. This SOW describes our understanding of what is included and not included in the project, i.e. work to be performed. The WP describes specific tasks Biohabitats will perform to meet the project goals including deliverables. The WP forms the basis for our professional fees presented in this document. Important assumptions, exceptions, and expectations are detailed below in this Section.

- Sandusky Bay encompasses approximately 64 square miles of open water and receives runoff from nearly one million acres of land from the Sandusky River and numerous other tributaries. It is a unique bay ecosystem and is the site of some of the most significant coastal wetland systems in the Lake Erie basin. The Bay is recognized as a priority management area for several initiatives including State of Ohio Beneficial Reuse of Sediments Pilot Project Program, the Great Lakes Fishery Commission and the Great Lakes Water Quality Agreement (fisheries management and nutrient reduction).
- The objective of the project is to develop a strategic implementation plan which establishes a portfolio of restoration projects following Landscape Conservation Design principles, which will improve Sandusky Bay water quality through reduction of nutrient and sediment loads, eliminating harmful algal blooms in Sandusky Bay, and restores waterfowl, wildlife, and fishery habitat.
- Biohabitats will be the prime consultant for the project. W. F. Baird & Associates (Baird) will be providing GIS support, analyses and assessment of existing data for Sandusky Bay's physical conditions, and provide technical input into the concept plans development. Old Woman Creek National Estuarine Research Reserve (NERR) - Ohio Division of Wildlife has offered to provide as much assistance as possible for internal and external communication and meeting facilitation services, document reproduction, and coordinating setting up of Stakeholder and Steering Committee meetings, and distribution of information including meeting agendas, meeting minutes, and other meeting support documents as described below. **This assistance is anticipated in developing Biohabitats SOW, WP, and project budget.**
- Biohabitats understands that the initial starting point for identifying priority restoration sites will be based on the Sandusky Bay – Potential In-Bay Habitat Enhancement Areas map dated May 2016. This document represents early work by ODNR, OWC, and stakeholders to identify Bay restoration



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## SANDUSKY BAY INITIATIVE

### Strategic Restoration Initiative

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priorities. This map includes the location of the beneficial use of sediments pilot projects which will be in design simultaneously with this project. Those projects will be included as part of the prioritization process outlined in the WP.

- Since this is a planning project, topographic or bathymetric surveys are not required. The team will rely on available LIDAR and bathymetric data. Base mapping for the project will be based on available data.
- City of Sandusky and stakeholders will assist Biohabitats with obtaining and providing available pertinent background information for the Bay including historic photographs bathymetric/topographic survey, geotechnical information, previous and current modelling results, and technical and research reports.
- State of Ohio has several studies currently underway which may provide important data in support of the completion of this project. Biohabitats will rely on these studies to assist with completion of the Implementation Plan. Any delays in receipt of information/data from these studies will be a consideration in setting the overall schedule for completing the project and potentially will be factored into the analysis of data gaps. Any data gaps related to these studies will be identified by Biohabitats and will be the responsibility of the sponsor/entity completing the work and will not be the responsibility of Biohabitats.
- Due to the required level of collaboration with stakeholders by Biohabitats, we assume that we will be making substantial use of existing digital data (GIS, WQ and monitoring data, physical conditions, etc.) to be provided by others to support project completion. Minimal data manipulation will be required to set up the project GIS database (i.e. already created GIS data to minimize data management, manipulation, or reformatting).
- Biohabitats will be heavily dependent on stakeholders' involvement and participation, particularly those involved with past and current research in the Bay. Timely responses by stakeholders will be a consideration in maintaining the overall project schedule unless otherwise directed by the City of Sandusky.
- Biohabitats proposes creating a stakeholder Steering Committee to provide feedback on specific workshop agendas and prepared materials, assist with larger group stakeholder engagement strategies, and to assist with assessing overall project progress and evolution of strategies.
- It will be the responsibility of the City of Sandusky to communicate with the press and other public entities interested in learning about the project and overall project progress.
- Biohabitats will be responsible for identifying probable permitting and regulatory coordination requirements applicable to Tier I projects.
- Archaeological and historic survey, mussel survey, Indiana bat survey, ICI and IBI baseline survey, and Phase 1 site assessment (environmental) are excluded from the SOW. Threatened & endangered

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## SANDUSKY BAY INITIATIVE

### Strategic Restoration Initiative

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species data or published archeological and historic survey data that is readily available will be considered in selecting restoration sites.

- The location of existing wetlands will be based on available NWI, OHI, and other digital survey data available for Sandusky Bay (Great Lakes wetland databases).
- Geotechnical investigations (boring program) are assumed not to be required for this project. We will review available information and use our past experience to factor in geotechnical considerations as appropriate in the preparation of the concept plans.
- All review comments shall be reviewed for consistency and compiled into one marked-up set by the City before being delivered to Biohabitats. Any conflicting comments provided by the City and stakeholders will be resolved prior to sending to Biohabitats.
- Revisions and changes to plan documents including concept plans when such revisions are inconsistent with approvals or instructions previously given by City of Sandusky shall be considered extra services and may require adjustments to the fee and schedule.
- Planning services are based on commencing work on August 1, 2017 with completion by December 31, 2018.
- Preparation of R/W plans or securing easements to construct the restoration project is not included as part of Biohabitats SOW/WP. We will consider potential costs of R/W acquisition required to implement projects. Land acquisition estimates will be based on general understanding of current per acre land costs available from readily available published records.
- City of Sandusky or stakeholders will be responsible for securing access agreements if site access is determined to be required to complete the project.
- A separate investigation to locate utilities is not considered part of Biohabitats SOW. The project does not require design to address relocation of utilities.
- This proposal is valid for a period of 60 days, after which it may be renegotiated.

## WORK PLAN

This work plan (WP) is based on our understanding of the project and based on coordination with the City of Sandusky with completion of the project over an 18-month period. The WP is separated into seven (7) tasks which are further described below. Figure 1 provides an overview of the process we will follow for completing this project. Specific activities to be performed and deliverables for each task are also described.

### TASK 1: PROJECT ALIGNMENT

This task is separated into two (2) subtasks. Activities to be performed under each task are described below.

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**SANDUSKY BAY INITIATIVE**  
**Strategic Restoration Initiative**

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**Task 1.1 – City of Sandusky and Stakeholder Steering Committee Kick-off Meeting:** This task consists of preparing for and conducting the initial meeting with the City of Sandusky and stakeholder Steering Committee. The purpose of this initial meeting will be to finalize the project schedule including establishing coordination and reporting requirements over the life of the project, discussing the role of the Steering Committee, and securing background information available for the project area from City of Sandusky and members of the Steering Committee. We will also want to discuss the scheduling of the initial stakeholder meeting, overall schedule for stakeholder meetings, finalize list of stakeholders including initial outreach strategy, potential additions to the stakeholder list, participation in council meeting updates, and communication requirements and approach.

**Task 1.1 Deliverables**

- Updated Project Schedule (1 electronic copy pdf).
- Kick-off Meeting Minutes (1 electronic copy pdf).

**Task 1.2 – Stakeholder Orientation Gathering:** As a follow-up to this kick-off meeting, Biohabitats will undertake, with the support of other stakeholders and the City of Sandusky the following:

- Schedule and prepare for the Stakeholder meeting (Table 1 – List of Probable Stakeholders).
- Prepare initial maps for the meeting using data layers from the Coastal Wetland Decision Support Tool.
- Prepare study overview showing the schedule including key milestones, general dates for stakeholder meetings, overview of Landscape Conservation Design process, current research underway in the Bay, and overall purpose, goals and objectives of the project.
- Finalize list of stakeholders (See Table 1 for preliminary list), contact information, roles, and responsibilities
- Prepare agenda for meeting.
- Set up information sharing systems in collaboration with stakeholders and the City of Sandusky (SharePoint or other cloud based service for uploading and sharing information).
- Update introductory PowerPoint presentation (already prepared by ODNR).

**Table 1: Potential Suggestions for Stakeholders (1)**

Stakeholders	Stakeholders
Bay View	ONDR Division of Wildlife
Bowling Green State University	ONDR OCM
Cedar Fair Corporation	OSU Ohio Sea Grant
City of Sandusky	Ottawa County Engineer
Cleveland Water Alliance	Ottawa County Planning Department
Erie Soil Water Conservation District	Ottawa Soil and Water Conservation District
Erie County Engineer	Sandusky County Engineer
Erie County Planning Department	Sandusky County Planning Department
Erie Metroparks	Sandusky Metroparks
Foth	Sandusky River Watershed Coalition

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**SANDUSKY BAY INITIATIVE**  
**Strategic Restoration Initiative**

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Fremont	Sandusky Soil Water Conservation District
Heidelberg University	The Nature Conservancy
Kent State University	The Ohio State University
Lake Erie Shores & Islands	University of Toledo
Ohio Environmental Protection Agency	Winous Points Conservancy
Ohio Lake Erie Commission	(1) Subject to change/refinement
Old Woman Creek NERR	

As part of the stakeholder meeting, Biohabitats anticipates working with the City of Sandusky and Steering Committee to identify subject matter experts (no budget included to compensate these individuals) to provide an overview of research/project work and overview of problems they see facing the Bay. These individuals may or may not be part of the stakeholder group. This initial meeting will be scheduled for a full day and is intended to familiarize the participants with the overall project purpose, schedule, content, data/information needs, what data are available from stakeholders, existing conditions in the Bay and understanding of the major challenges to restoring wetland systems, past completed and proposed restoration activities, and establish next steps including initiating the securing and sharing of data.

***Task 1.2 Deliverables***

- Handout Materials for Project Orientation Meeting (1 electronic copy, pdf).
- Introductory PowerPoint Presentation (1 electronic copy pdf).

**TASK 2: DATA COLLECTION AND FIELD RECONNAISSANCE**

This Task is separated into three subtasks. Activities to be performed under each Subtask are described in the following sections.

**Tasks 2.1 – Data Collection:** This task consists of securing readily available Bay baseline data (GIS) and past and current research studies that define past and present conditions in the Bay. As a part of this effort, we will conduct follow-up interviews with select stakeholders or other organizations (up to 5 individual/organizations) to understand past and current conditions in the Bay, including reaching out to private wetland owners in the Bay. Also, we want to understand important known parameters which supported the existence of the historic Bay marsh, current conditions influencing location of current wetland and aquatic habitat communities, and factors likely negatively impacting re-formation of wetland and floating and submerged aquatic vegetation (SAV). Understanding these factors to the extent possible will be essential to establishing restoration goals and objectives and preparation of concept plans in Task 5.0.

We assume that stakeholders and contract researchers will facilitate acquiring the following data, if available and feasible (directly providing this information and/or advising where data may be readily obtained if necessary by Biohabitats):

- Available hydrographic, bathymetric, and side scan sonar surveys/data.
- Wind data.
- Available historic satellite images and aerial photos of the Bay.
- Ecological inventory data from past and ongoing studies.

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## SANDUSKY BAY INITIATIVE

### Strategic Restoration Initiative

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- Current Bay studies:
  - Sandusky Bay Integrated Monitoring and Data Assessment
  - Nearshore Fish Sampling and Biosonics Data Collection
  - Hydrodynamic and Nutrient Model
  - Landscape Conservation Cooperative Project Planning & Design
- Existing shoreline conditions data (hardened, natural, etc.).
- Land use planning data (current and projected land use).
- Economic and population trends for the area.
- Recreational boating data for the Bay (licenses issued, recreational docks/access points, etc.).
- Distribution and population data for invasive species (as relevant).
- Fishing data (creel survey's, fishing license data, registered charter boat captains, etc.)
- Tourist data (revenues, stays, trends, tax revenue benefits).
- Water quality and Biological Baseline studies (Sandusky River, Muddy Creek, and Sandusky Bay).

Specific activities to be either performed or coordinated by Biohabitats as part of the baseline data collection and assessment are as follows:

- Set up a GIS data base using existing data for the project area and assist with preparing project maps, analysis, constraints and opportunity analyses, etc.
- Identify existing wetlands and aquatic habitat features in Sandusky Bay and nearshore characteristics based on available digital data (GIS, digital aerial photography, other digital mapping, etc. (see Task 2.3)).
- Obtain background information (physical, ecological, etc.) from Great Lakes wetland monitoring and assessment databases (Great Lakes Coastal Wetland Monitoring Program database, Western Lake Erie Restoration Assessment (USGS), etc.).
- Location of proposed and previously completed ecological restoration projects in the Bay including work associated with protection and enhancement of existing diked wetland systems.
- Review relevant wetland restoration research and completed projects in Sandusky Bay and elsewhere to understand factors contributing to success and failure of these systems and potential nutrient and sediment reduction benefits.
- Obtain data to support completion of fetch analysis (wave characteristics in the Bay in Task 3).
- Obtain water level data.
- Obtain historic satellite images (to review vegetation and shoreline conditions in Task 3).
- Obtain list of NPDES and status of submerged lands (readily available from OEPA and ODNR CMP).
- Obtain location of ODNR Wildlife Areas, and other public lands, private wetlands used for hunting, conservation, and preserves.
- Location of Bay drinking water intakes and infrastructure.
- Conduct data gap analysis and evaluation.

As a part of the completion of this task, we anticipate reviewing the Coastal Wetland Decision Support Tool to determine its potential use in identifying potential priority sites and what additional data may be useful to support creation of the selection criteria needed to identify candidate restoration sites and set priorities.

Biohabitats will coordinate with the City of Sandusky on approaches to address data gaps.

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## SANDUSKY BAY INITIATIVE

### Strategic Restoration Initiative

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#### **Task 2.1 Deliverables**

- Draft Bibliography (1 electronic copy, pdf).
- Interview Minutes (1 electronic copy).

**Task 2.2 – Stakeholders Field Trip:** In conjunction with completing Task 2, Biohabitats will, with the assistance of the City of Sandusky, and Steering Committee, organize a day long field trip to visit specific sites within the Bay to gain a first-hand understanding of the experiences of key stakeholders in restoring the system and also to identify issues, concerns, problems, and opportunities for restoring Sandusky Bay. We assume this day long field trip may include touring wetland sites via boat. Boat transportation will be provided by others (ODNR, OSU, or other entity) (cost for boat and captain excluded from the budget).

#### **Task 2.2 Deliverables**

- Stakeholder Field Trip Notes (1 electronic copy, pdf).
- Photo log of Site Visits (1 electronic copy).

**Task 2.3 – Field Reconnaissance:** This task consists of an additional field visit to confirm key Bay features and to follow-up with specific stakeholders in the field who may not have participated in the Field Trip. The additional site visit will be coordinated with City of Sandusky and relevant stakeholders.

#### **Task 2.3 Deliverables**

- Field Reconnaissance Notes: (1 electronic copy, pdf).

### **TASK 3: ANALYSIS**

This task is separated into two subtasks. Activities to be performed under each subtask are described in the following sections.

**Task 3.1 – Existing Data Synthesis:** This task involves synthesis of baseline data and current research in the Bay and updating the GIS database developed for this project. Biohabitats will also prepare a project bibliography. Specific activities consist of:

- Summarizing approximate wetland acreage (use Great Lakes hydrogeomorphic classification system) based on existing Great Lakes GIS databases.
- Summarizing water quality trends and loadings within Sandusky Bay (based on available data).
- Completing fetch analysis.
- Mapping general substrate conditions within the Bay based on available data secured in Task 2.1.
- Completing desktop assimilation of NOAA water level data, peak and low water to understand water level variation in the Bay and to understand potential effects on wetland hydroperiods (both natural and manmade).
- Reviewing relevant research studies investigating the WQ improvement benefits (sediment and nutrients) of coastal wetlands. Biohabitats will document and compare typical pollutant (sediment, nutrients) reduction amounts determined by others and will use these ranges as a basis for estimating

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## SANDUSKY BAY INITIATIVE

### Strategic Restoration Initiative

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anticipated WQ benefits (under the assumption that these estimates may need to be updated if recommended projects move into design).

- Incorporating available data (GIS) from studies currently underway to show Bay dynamics and restoration design drivers;
  - Sandusky Bay Integrated Monitoring and Data Assessment
  - Nearshore Fish Sampling and Biosonics Data Collection
  - Hydrodynamic and Nutrient Model
  - Landscape Conservation Cooperative Project Planning & Design

#### **Task 3.1 Deliverables**

- Draft project bibliography (1 electronic copy, pdf).
- Updated project GIS database.

**Task 3.2 – Opportunity and Constraints Mapping:** Based on the data synthesis completed in the previous section, we will develop criteria to identify opportunities and constraints for wetland and aquatic habitat restoration in the Bay. We will prepare a technical memo to document the approach/method to identifying opportunities and constraints given available data and to identifying general scale of projects required to improve Bay water quality. The results of this exercise will be production of a draft Opportunity and Constraints map(s) to highlight important priority locations and system leverage points (locations) for maximizing the benefits of wetland/aquatic habitat restoration as well as less suitable areas (part 1 of the foundation for the Implementation Plan).

#### **Task 3.2 Deliverables**

- Tech Memo Documenting Opportunity/Constraints Approach and Preliminary Site Selection Criteria (1 electronic copy, pdf).
- Opportunity and Constraints Map (1 electronic maps, pdf).

## **TASK 4: VISION, GOALS AND NEEDS**

This task is separated into three subtasks and involves setting the overall framework for restoration of Sandusky Bay through execution of a collaborative process and establishing a shared vision. Specific deliverables required by each subtask are also identified.

**Task 4.1 – Stakeholder Committee Vision, Goals, and Needs Workshop:** The purpose of this workshop is to hone in on the development of a shared vision and goals by the Stakeholder Committee for restoring Sandusky Bay and identifying restoration needs and opportunities within the project study area. Also, this will be an important step in sharing what we have learned through collaboration with stakeholders and confirm our understanding of the overarching challenges and opportunities. Finally, we want to solicit input on the selection criteria and secure an initial agreement of potential restoration sites to build on the work completed previously (May 2016 map).



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## SANDUSKY BAY INITIATIVE

### Strategic Restoration Initiative

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In preparing for the workshop, Biohabitats will prepare a concise summary in collaboration with the City of Sandusky which incorporates key findings of the first three tasks, a preliminary statement of goals, and a preliminary needs framework. The summary will be printed and distributed to stakeholders in advance of the meeting. We will prepare a presentation on key findings to support visual sharing of the results of the Task 1 through 3. Finally, we will lead as part of the meeting, a facilitated discussion on the desired future conditions. We anticipate the meeting will include both a combination of small breakout groups and larger group sessions to solicit feedback and support establishment of a shared vision. The workshop is anticipated to last somewhere between a ½ day and a full day depending upon the final agenda.

We anticipate a coordination meeting with City of Sandusky and stakeholder Steering Committee in advance of the meeting to plan and finalize meeting details including process for soliciting input from attendees and set expectations for stakeholders and desired outcomes for the Workshop.

#### **Task 4.1 Deliverables**

- Meeting information packet including meeting agenda (1 electronic copy, pdf)
- PowerPoint Presentation summarizing results of Tasks 1 through 3.
- Preliminary Draft Screening Criteria (1 electronic copy, pdf)
- Preliminary List and Location Map of Potential Priority Restoration locations (1 electronic copy, pdf)
- Meeting Minutes (1 electronic copy pdf).

**Task 4.2 – Refine Vision, Goals, and Needs Framework:** The purpose of this task is to refine the shared goals and vision, summarize future conditions, develop performance targets, and draft Vision, Goals, and Needs Framework Plan based on comments and feedback received at the Workshop (Task 4.1). Also, we will develop a preliminary list of candidate priority sites based the screening criteria developed in collaboration with stakeholders. We anticipate identifying a two (2) tier system of restoration priorities; Tier I – consisting of high priority viable projects (actual number of projects may vary depending on size, relationship to other proposed projects, etc.). For assumption purposes, we have assumed maximum of five (5) project sites in addition to the three (3) pilot projects; and Tier II - longer term priority projects for later implementation once priority projects are implemented or dropped due to unknown constraints. Tier I projects will be the preferred projects to advance to the concept developed stage (land secured, funding and local sponsors identified, maximize WQ and wildlife habitat benefits, consistent with shared vision of stakeholders, etc.). A draft document will be prepared and forwarded for distribution to stakeholders and stakeholder Steering Committees for review and comment.

#### **Task 4.2 Deliverables**

- Draft Vision, Goals, and Needs Framework (1 electronic copy, pdf).

**Task 4.3 – Stakeholders Review and Feedback:** This task will involve review of comments provided by stakeholders on the draft Vision document which will be the basis for preparing a draft final of the Vision, Goals, and Needs Framework as part of Task 6. At this stage, we do anticipate meeting with the City of Sandusky and stakeholder Steering Committee to discuss comments only. The results of this discussion will be incorporated to the final plan framework discussion. We anticipate the Tier I projects will be advanced to concept planning in Task 5.

**Task 4.3 Deliverables**

- Summary of comments received and comment disposition. (1 copy electronic pdf).

**TASK 5: CONCEPTS FOR PRIORITY RESTORATION SITES**

Biohabitats, in collaboration with City of Sandusky and stakeholders, will advance the selected Tier I priority projects (assume five (5) restoration sites although actual number may vary depending on scale, opportunities for nested projects, similarity/dissimilarity in site characteristics and design features, etc.) to concept planning stage. The actual number of concept plans will be determined in collaboration with the City of Sandusky and the stakeholder steering committee within the constraints of the available budget. We anticipate providing both a plan view, representative typical details, and typical sections to show relationships of key features based on previously completed concept and design plans. We also anticipate providing general design details representing key design features required to meet recommended goals and objectives and a conceptual level cost estimate.

We will develop a memo to document key aspects of each concept plan including a general discussion of pros and cons of each concept, a preliminary concept level cost estimate, an assessment as to how well each concept will meet the overall goals of the project, and discuss the strategy for implementation. Biohabitats will also develop a discussion of operation, maintenance and monitoring requirements applicable to the concept plan sites. It is assumed that if concepts are advanced to the design stage (not part of this project), operation, maintenance and monitoring requirements will need to be updated to reflect more detailed understanding of project design features and regulatory requirements. Also Biohabitats will provide a preliminary discussion of adaptive management requirements and implementation and funding strategies for Tier I projects.

**Task 5 Deliverables**

- Concept Figures for Tier I Priority Projects (1 electronic draft, pdf).
- Tier II Longer Term Priority Projects List (1 electronic draft, pdf).
- Conceptual Plans Features Summary Memo (1 electronic draft, pdf).

**TASK 6: DRAFT SANDUSKY BAY STRATEGIC RESTORATION IMPLEMENTATION PLAN**

Biohabitats will conduct a meeting with the City of Sandusky and stakeholder Steering Committee to review the portfolio of concept plans and implementation strategies developed in Task 5 and review the draft outline for the Draft Strategic Implementation Plan. Specific information to be included in the draft plan consists of the following:

- Overview of existing conditions.
- Summary of past monitoring and evaluation.
- Baseline findings
- Water quality goals and targets
- Data gaps and limitations as a whole and for each project within the plan.
- Additional research needed.
- Maps and other visuals to clearly explain the information.

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## SANDUSKY BAY INITIATIVE

### Strategic Restoration Initiative

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- Prioritized list of potential projects ranked as to priority and benefits.
- Preparation of concept plan for priority projects.
- Separate narrative for each priority project which includes, description, details of the project, estimated costs, recommendations, additional data needed, identification of stakeholders and collaborators, project effects on land and in water, brief overview of regulatory requirements, funding sources including partnership opportunities, opportunities to provide co-benefits such as public access, recreational fishing, etc., and brief overview of operation, monitoring and maintenance parameters.
- Institutional mechanisms and recommended strategies for projects implementation.

Upon completion of the meeting, Biohabitats will proceed to preparing the draft Plan following the approved outline. We anticipate the Plan document will be a concise presentation of information in narrative and graphic format. We do not anticipate providing extensive background data in the form of technical appendices. We anticipate the draft document will include maps and concept plan views previously prepared and will readily incorporate information developed in previous tasks (goals, vision, restoration framework, etc.).

The draft plan will be submitted to City of Sandusky, the Steering Committee and to stakeholders for their review and comment. Electronic copies (pdf) of the draft plan will be provided to members of the larger stakeholder group also for review and comment.

Biohabitats will compile all comments and the City of Sandusky will coordinate a separate meeting will be set up to review compiled comments and discuss revisions with the City and Steering Committee. For our estimate purpose, it is assumed that only minor revisions to the report will be required and none of the comments will required revisions to the concept plans.

#### **Task 6 Deliverables**

- Draft Strategic Restoration Implementation Plan (1 electronic copy, pdf).
- Meeting minutes and comments disposition summary (1 electronic copy, pdf)

#### **TASK 7: FINAL SANDUSKY BAY STRATEGIC RESTORATION IMPLEMENTATION PLAN**

Biohabitats will prepare a final Strategic Restoration Implementation Plan which incorporates agreed upon changes. Biohabitats will also prepare a two-page Plan Summary (color) and a Power Point Presentation for use by City of Sandusky and stakeholders in educating their constituency on the benefits of Bay restoration. At the completion of this Task and acceptance of the Final Plan, Biohabitats will provide a copy of data collected and GIS data files prepared for this project.

#### **Task 7 Deliverables**

- Final Strategic Restoration Implementation Plan (1 electronic copy, pdf).
- PowerPoint Presentation (1 original electronic copy, pdf).
- Two Page Plan Executive Summary (1 electronic copy, color).

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**SANDUSKY BAY INITIATIVE**  
**Strategic Restoration Initiative**

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**SCHEDULE**

Biohabitats is available to begin work on these tasks immediately upon notice-to-proceed. Below is presented a preliminary schedule. A separate detailed schedule will be provided during completion of Task 1 and updated as required. The schedule is subject to refinement after further discussions with the City of Sandusky and stakeholders, and regulatory agencies. The current schedule does not include permit schedule. Items outside of Biohabitats control, such as regulatory agency (permits and other approvals including leases), and stakeholder reviews may require changes to the schedule. Biohabitats is not responsible for such delays.

TASK	COMPLETED BY (FROM NTP - Assumed August 1, 2017)
Task 1: Project Alignment	September 15, 2017
Task 2: Data Collection and Field Reconnaissance	November 1, 2017
Task 3: Analysis	January 30, 2018
Task 4: Vision, Goals, and Needs	March 1, 2018
Task 5: Concepts for Priority Restoration Sites	June 1, 2018
Task 6: Draft Sandusky Bay Strategic Implementation Plan	September 1, 2018
Task 7: Final Sandusky Bay Strategic Implementation Plan	December 31, 2018

**FEE**

Compensation to Biohabitats for the services described herein are in accordance with the Scope of Work, Work Plan and Schedule specified above. The FIXED PRICE fee to perform this work is as follows:

TASK	LABOR (DL, OH, ODC's, & Profit)	ESTIMATED HOURS
Task 1: Project Alignment	\$23,823.10	129
Task 2: Data Collection and Field Reconnaissance	\$42,368.30	234
Task 3: Analysis	\$32,903.65	196
Task 4: Vision, Goals, and Needs	\$34,507.55	196
Task 5: Concepts for Priority Restoration Sites	\$34,445.50	232
Task 6: Draft Sandusky Bay Strategic Implementation Plan	\$40,631.70	248
Task 7: Final Sandusky Bay Strategic Implementation Plan	\$20,562.20	130
<b>TOTAL:</b>	<b>\$229,242.00</b>	<b>1365</b>