



**SANDUSKY CITY COMMISSION
REGULAR SESSION AGENDA - REVISED**

**May 27, 2014 at 5 p.m.
City Hall, 222 Meigs Street**

INVOCATION	Jeff Smith
PLEDGE OF ALLEGIANCE	
CALL TO ORDER	
ROLL CALL	S. Schell, N. Twine, J. Smith, D. Murray, J. Farrar, D. Brady & W. Poole
APPROVAL OF MINUTES	May 12, 2014
AUDIENCE PARTICIPATION	Agenda items listed below only (3 minute limit)
COMMUNICATIONS	Motion to accept all communications submitted below

CURRENT BUSINESS

ITEM #1

PASSED AT FIRST READING MAY 12, 2014

PROPOSAL FOR CHARTER AMENDMENT ON NOVEMBER, 2014 BALLOT

ORDINANCE NO. _____: It is requested an ordinance be passed providing for the submission to the electors of the City of Sandusky of proposed amendments to the Charter of the City of Sandusky.

ITEM #2 – Submitted by Troy Vaccaro, Fleet Maintenance Chief Foreman

PASSED AT FIRST READING MAY 12, 2014

DISPOSAL OF ONE VEHICLE AND THREE ASSETS

Budgetary Information: There is no budgetary impact. The proceeds from the sales will be deposited into the Department that was financially responsible for the asset.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to dispose of a vehicle and miscellaneous personal property as having become unnecessary and unfit for city use pursuant to Section 25 of the city charter.

ITEM #3 – Submitted by Aaron M. Klein, P.E.

AUTHORIZATION FOR 2014 URBAN PAVING PROGRAM

Budgetary Information: The city has already issued a check to the State of Ohio in the amount of \$201,560. The balance of the cost is \$32,120 and will also be paid with Community Development Block grant funds.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to expend additional funds for the Ohio Department of Transportation's 2014 urban paving program project in the amount of \$32,120; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #4 – Submitted by John Orzech, Police Chief

GRANT APPLICATION FOR PORTABLE RADIOS AND ACCESSORIES

Budgetary Information: The total estimated cost for 46 new Kenwood NX-300 portable radios and accessories is \$40,538.88. If awarded, the grant would provide \$30,404.16 (75%) of the cost and the required matching share of \$10,134.73 (25%) would be paid with capital funds.

RESOLUTION NO. _____: It is requested a resolution be passed approving the submission of a grant application to the Ohio Office of Criminal Justice Services for funding through the FY 2014 Edward Byrne Memorial Justice Assistance Grant program for the Sandusky Police Department; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #5 – Submitted by John Orzech, Police Chief

AGREEMENT FOR EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT TO PURCHASE TASERS

Budgetary Information: The funds that are available through the Edward Byrne Memorial Justice Assistance grant program totaling \$12,398 for an eligible joint allocation and these funds, if awarded, will only be utilized for the X 26P Tasers with accessories. Any extra funds required will be taken from the Sandusky Police Department's operating budget. This grant requires no matching funds.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a Memorandum of Understanding with the board of Erie County Commissioners for the reallocation of Justice Assistance Grant funds and, if awarded, authorizing the City Manager to execute any required agreements; approving the submission of a grant application by the City of Sandusky on behalf of Erie County and the City of Sandusky to the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance for funding through the Edward Byrne Memorial Justice Assistance grant program FY 2014 local solicitation; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the city charter.

ITEM #6

WATER PURCHASE AGREEMENT WITH BOARD OF COMMISSIONERS OF ERIE COUNTY

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and approving a water purchase agreement with the Board of Commissioners of Erie County; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #7

EMPLOYMENT AGREEMENT WITH ERIC WOBSEY FOR THE POSITION OF CITY MANAGER

ORDINANCE NO. _____: It is requested an ordinance be passed approving and authorizing the execution of an employment agreement between the City of Sandusky and Eric L. Wobsey, 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 CableSystem broadcasts on Cable Channel 81:

Tuesday, May 27 at 9 p.m.

Monday, June 2 at 5 p.m.

Tuesday, June 3 at 7 p.m.

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE SUBMISSION TO THE ELECTORS OF THE CITY OF SANDUSKY OF PROPOSED AMENDMENTS TO THE CHARTER OF THE CITY OF SANDUSKY.

WHEREAS, Section 82 of the Charter of the City of Sandusky provides in relevant part that Amendments to City’s Charter may be submitted to the electors of the City upon a 2/3 vote of the members of the City Commission; and

WHEREAS, this City Commission has concluded that the Proposed Amendments to the City Charter attached hereto as Appendix A should be submitted to the electors of the City; and

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

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, NOT LESS THAN TWO-THIRDS (2/3) OF ALL THE MEMBERS THEREOF CONCURRING, THAT:

Section 1. The proposed amendments to the Charter of the City of Sandusky, as set forth in “Appendix A” which is attached hereto and made a part hereof as if fully rewritten herein, shall be submitted to a vote of the qualified electors of the City of Sandusky at an election to be held on Tuesday, the 4th day of November, 2014, at the regular places and times for voting in the City.

Section 2. It is the desire of the City Commission that the ballots for said question shall be in substantially the following form:

PROPOSED CHARTER AMENDMENT

A majority affirmative vote is necessary for passage.

Shall the Charter of the City be amended to provide that: the City Commission be reduced from 7 members to 5 members; that a majority of the members of the City Commission may terminate a proclamation of emergency by the City Commission President; that the President and one member of City Commission may call a special meeting; that an affirmative vote of at least 3 members of the City Commission be needed to adopt any ordinance or resolution; that an affirmative vote of at least 3 members of the City Commission be needed to dispense with multiple readings of new legislation; that an affirmative vote of 4 members of the City Commission be needed to pass any ordinance or resolution as an emergency; that no period of grant of any franchise be renewed more than earlier than 2 years prior to its expiration unless the City Commission shall by a vote of at least 4 of its members first declare its intention of considering a renewal thereof; that each member of the City Commission shall make three recommendations for individuals to serve on the Charter review committee?

	YES
	NO

Section 3. If the foregoing amendments receive the affirmative vote of a majority of the electors voting thereon, then such amendments shall thereupon take effect at the time provided for thereby.

Section 4. The Clerk of the City Commission is hereby authorized and directed to forward a certified copy of this ordinance to the Board of Elections of Erie County on or before August 6, 2014.

Section 5. The Board of Elections of Erie County shall cause an appropriate notice to be duly given of the election to be held on November 4, 2014, on the foregoing amendments to the Charter of the City and otherwise provide for such election in the manner provided by the general laws of the State of Ohio.

Section 6. The Clerk of this City Commission is hereby authorized and directed to mail a copy of the proposed Charter amendments to each elector at least thirty days prior to the election to be held on November 4, 2014, as provided in Section 82 of the Charter, in Article XVIII, Section 9 of the Constitution of the State of Ohio, and in Section 731.211 of the Ohio Revised Code.

Section 7. There is hereby appropriated from the General Fund a sufficient sum of money to pay expenses related to the aforesaid election.

Section 8. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 9. That, for the reasons set forth in the last preamble hereto, this ordinance shall take effect as allowed by law.

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

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

Passed: May 27, 2014 (effective after 30 days)

Amendments to Sections §2, §3, §7, §10, §12, §13, §14, §56 and §87 of the Charter of the City of Sandusky, Ohio

1. Amend Section §2 of the City of Sandusky, Ohio Charter to read as follows:

§2 Form of Government

The form of government provided in this Charter shall be known as the “Commission-Manager Plan,” and shall consist of a Commission of 7 citizens until December 31, 2015, and 5 members effective on January 1, 2016, who shall be elected at large in manner hereinafter provided. The City Commission shall constitute the governing body with powers as hereinafter provided to pass ordinances, adopt regulations, appoint a chief administrative officer to be known as the “City Manager,” and exercise all powers hereinafter provided.

2. Amend Section §3 of the City of Sandusky, Ohio Charter to read as follows:

§3 City Commission. Creation and Powers.

There is hereby created, commencing January 1, 1980, a City Commission to consist of 7 citizens until December 31, 2015, and 5 members effective on January 1, 2016. Each member shall be an elector of the City elected at large, each of whom shall be elected for a term of 4 years beginning January 1, after their elections, as hereinafter set forth. As part of the November 2015 general election, only two of the four expiring terms shall be filled for terms beginning on January 1, 2016.

No person shall be qualified to be elected to the City Commission or to be appointed to fill an unexpired term of another person’s election or appointment to the City Commission if serving the term being sought in an election or the balance of the term to which the appointment is being made would result in the person serving on the City Commission more than eight years of the twelve year period ending the end of the term to which the person is seeking election or to which the person would be appointed. This limitation shall be effective for all terms that commence or appointments that are effective on or after January 5, 1992.

All of the powers of the City, except such as are vested in the Board of Education and except as otherwise provided by this Charter or by the Constitution of the State, are hereby vested in the City Commission; and except as otherwise prescribed by this Charter or by the Constitution of the State, the City Commission may by ordinance or resolution prescribe the manner in which any power of the City shall be exercised. In the absence of such provision as to any power, such power shall be exercised in the manner now or hereafter prescribed by the general laws of the State applicable to municipalities.

3. Amend Section §7 of the City of Sandusky, Ohio Charter to read as follows:

§7 President

The City Commission may at the time of organizing elect by secret ballot, one of its members as President and another as Vice-President for terms of 2 years. In case the members of the City Commission within 5 days after the time herein fixed for their organization meeting, are unable to agree upon a President or a Vice-President of such City Commission, then a President, or a Vice-President, or both as the occasion may require, shall be elected from all the members of such City Commission by lot conducted by the Law Director; who shall certify the result of such selection by lot upon the journal of the City Commission.

The President shall preside at all meetings of the City Commission and perform such other duties consistent with his or her office as may be imposed by it; and he or she shall have a voice and vote in its proceedings, but no veto. He or she may use the title of President of the City Commission in any case in which the execution of legal instruments of writing or other necessity arising from the general law of the State so requires; but this shall not be construed as conferring upon him or her the administrative functions of a mayor under the general laws of Ohio, but he or she shall have the judicial functions of a mayor under the laws of Ohio until such time as such judicial functions can or may be by and under authority of the Constitution and general laws of the State performed by some other officer appointed or elected for that purpose.

The President of the City Commission shall be recognized as the official head of the City by the courts for the purpose of serving civil process, by the Governor for the purpose of military law, and for all ceremonial purposes. He or she may take command of the police and govern the City by proclamation during times of public danger or emergency, and he or she shall himself or herself be judge of what constitutes such public danger or emergency. However, such a public danger or emergency proclamation of the President of the City Commission may be terminated at any time by an affirmative vote of 3 members of the City Commission. The powers and duties of the President shall be such as are conferred upon him or her by this Charter, together with such others as are conferred by the City Commission in pursuance of the provisions of this Charter, and no others.

If the President be temporarily absent from the City, or becomes temporarily disabled from any cause, his or her duties shall be performed during such absence or disability by the Vice-President. In the absence of both President and Vice-President, the other members of the City Commission shall select one of their number to perform the duties of President.

4. Amend Section §10 of the City of Sandusky, Ohio Charter to read as follows:

§10 Meetings

The City Commission shall meet at such times as may be prescribed by ordinance or resolution. The President, and 1 member of the City Commission, or the City Manager, may call a special meeting of the City Commission. All meetings of the City Commission shall comply in all respects with the open meeting laws as then in force and effect in the State of Ohio. The City Commission shall determine its own rules and order of business and shall keep a journal of its proceedings.

5. Amend Section §12 of the City of Sandusky, Ohio Charter to read as follows:

§12 Legislative Procedure

A majority of all the members elected to the City Commission shall be a quorum to do business, but a less number may adjourn from day to day and compel the attendance of absent members in such manner and under such penalties as may be prescribed by ordinance. The affirmative vote of at least 3 of the members shall be necessary to adopt any ordinance or resolution; and the vote upon the passage of all ordinances and resolutions shall be taken by “yeas” and “nays” and entered upon the journal.

6. Amend Section §13 of the City of Sandusky, Ohio Charter to read as follows:

§13 Ordinance Enactment

Each proposed ordinance or resolution shall be introduced in written or printed form, and shall not contain more than one subject which shall be clearly stated in the title; but general appropriation ordinances may contain the various subjects, and accounts for which moneys are to be appropriated. The enacting clause of all ordinances passed by the city commission shall be: "Be it ordained by the city commission of the City of Sandusky, Ohio." The enacting clause of all ordinances submitted to popular election by the initiative shall be: "Be it ordained by the people of the City of Sandusky, Ohio."

No ordinance or resolution of a general or permanent nature, or granting a franchise, or creating a right, or involving the expenditure of money or the levying of a tax, or for the purchase, lease, sale or transfer of property, unless it be an emergency measure or unless otherwise provided by this Charter, shall be passed until it has been read at 2 regular meetings not less than one week apart, or the requirement for such reading has been dispensed with by an affirmative vote of 4 of the members of the city commission. No ordinance or resolution or section thereof shall be revised or amended unless the new ordinance or resolution contains the entire ordinance or resolution or section revised or amended, and the original ordinance, resolution, section or sections so amended shall be repealed.

7. Amend Section §14 of the City of Sandusky, Ohio Charter to read as follows:

§14 Emergency Measures

All ordinances and resolutions passed by the city commission shall be in effect from and after 30 days from the date of their passage, except that the city commission may, by an affirmative vote of 4 of its members, pass emergency measures to take effect at the time indicated therein.

Any emergency measure is an ordinance or resolution for the immediate preservation of the public peace, property, health, or safety, or providing for the usual daily operation of a municipal department, in which the emergency is set forth and defined in a preamble thereto. Ordinances appropriating money may be passed as emergency measures, but no measure making a grant, renewal or extension of a franchise or other special privilege, or regulating the rate to be charged for its service by any public utility, shall ever be so passed.

8. Amend Section §56 of the City of Sandusky, Ohio Charter to read as follows:

§56 Period of Grants

No such grant shall be exclusive, nor shall it be made for a longer period than 20 years. No such grant shall be renewed earlier than 2 years prior to its expiration unless the City Commission shall by a vote of at least 4 of its members first declare by ordinance its intention of considering a renewal thereof. All grants of the right to make extensions of any public utility shall be subject as far as practicable to the terms of the original grant and shall expire therewith.

9. Amend Section §87 of the City of Sandusky, Ohio Charter to read as follows:

§87 Review of Charter

This Charter is to be reviewed every five years, commencing January 1, 1995. A public notice is to be published at least 30 days in advance so that persons residing within the City limits can

submit their names as being interested in serving to review this Charter. The City Commission shall take all names under consideration and each Commissioner shall make three recommendations to be voted upon and approved by the City Commission. If an individual so appointed cannot serve, the Commissioner making the original appointment shall appoint a replacement to be approved in the same manner and way described.

Upon completion of its duties pursuant to and in review of this Charter, said Charter Review Committee shall be dissolved.



DEPARTMENT OF GENERAL SERVICES

AARON KLEIN, P.E.
DIRECTOR

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

aklein@ci.sandusky.oh.us

To: Don Icsman, Acting City Manager
From: Troy Vaccaro, Fleet Maintenance Chief Foreman
Date: May 1, 2014
Subject: Commission Agenda Item

ITEMS FOR CONSIDERATION: Requesting legislation to dispose of one vehicle and three other assets through www.Govdeals.com which is an internet auction site for governmental entities that have been either removed from service or are not needed.

BACKGROUND INFORMATION: The following items have been determined by the Fleet Maintenance Chief Foreman to be of no use to the City and is recommending the vehicle and miscellaneous items be declared obsolete, unnecessary and unfit for City use.

1999 Ford Taurus (VIN No. 1FAF52U5XG271128 / 119,595 miles)- This vehicle was originally purchased for use as a pool car for the City Manager's office. The car was then transferred to the Engineering. The proceeds from this sale will be deposited into the General Fund.

Rockford Fosgate amplifier and speakers: These items were removed from a vehicle that was confiscated by SPD and forfeited by the courts. The related court case has been closed and it is no longer necessary to retain the items. The proceeds from this sale will be deposited into the Police Department's Forfeiture Fund.

Sandstone sidewalk pieces: These pieces of old sidewalk have been removed from various parts of the City over the years. The proceeds from this sale will be deposited into the Water Fund.

Cannon 12ft snow pushing box attachment: This attachment was purchased by the Water Department to push snow with a backhoe. It has not been an effective resource in our snow removal process. The proceeds will be deposited into the Water Fund.

BUDGETARY INFORMATION: There is no budgetary impact. The proceeds from the sales will be deposited into the Department that was financially responsible for the asset.

ACTION REQUESTED: It is requested that legislation be approved authorizing the disposal of the vehicles and equipment through the use of public internet auction.

Approved:

Aaron Klein
City Engineer

Don Icsman
Acting City Manager

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO DISPOSE OF A VEHICLE AND MISCELLANEOUS PERSONAL PROPERTY AS HAVING BECOME UNNECESSARY AND UNFIT FOR CITY USE PURSUANT TO SECTION 25 OF THE CITY CHARTER.

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

WHEREAS, the following vehicle and miscellaneous items have been determined to be obsolete, unnecessary and unfit for City use and it is requested the items be disposed of via www.Govdeals.com which is an internet auction site for governmental entities:

<u>Year / Make / Model</u>	<u>Vehicle ID Number</u>	<u>Mileage</u>
1999 Ford Taurus	1FAF52U5XG271128	119,595

Miscellaneous Items

- Rockford Fosgate Amplifier and Speakers
- Sandstone Sidewalk Pieces
- Cannon 12 ft. Snow Pushing Box Attachment

WHEREAS, the Rockford Fosgate Amplifier and Speakers have been forfeited to and/or confiscated by the Sandusky Police Department and the related Court case has been adjudicated and closed thereby eliminating the need to retain the items as evidence and the proceeds from the sale of these items will be placed into the Police Department's Forfeiture Fund; and

WHEREAS, the proceeds from the sale of the 1999 Ford Taurus will be placed into the General Fund and the proceeds from the sale of the sandstone sidewalk pieces and Cannon snow pushing box attachment will be placed into the Water Fund; 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 Engineering Department, of the City of Sandusky, Ohio and, NOW, THEREFORE,

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

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

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

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

Section 4. That for the reasons set forth in the preamble hereto, this Resolution shall take effect as allowed by law.

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

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

Passed: May 27, 2014 (effective after 30 days)



DEPARTMENT OF PLANNING, ENGINEERING & DEVELOPMENT

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: Donald C. Icsman, Acting City Manager
From: Aaron M. Klein, Director
Date: May 13, 2014
Subject: Commission Agenda Item

Item for Consideration: An ordinance authorizing the City Manager to expend additional funds for the City's share of the ODOT 2014 Urban Paving Program. Legislation was passed by the City Commission on March 10, 2014, Ordinance No. 14-023 which authorized entering into a contract with the State of Ohio for completion of this program.

The project consists of resurfacing on US 250 and SR 4 lying within the City of Sandusky. This project involves a total of 1.34 miles of roadway within the city limits. The project limits for US 250 (Sycamore Line) are from the Cleveland Road intersection south to the 48th Street intersection at Milan Road. The project limits for SR 4 (Hayes Avenue) are from the West Park Street intersection north along Columbus Avenue to the intersection of US 6 (Washington Street)

The City has agreed to assume and bear 100% of the entire cost of the improvement within city limits, less the amount of Federal-aid and State funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, U.S. Department of Transportation.

The City's original share of the cost was estimated at \$201,560.00. After the project was bid out by the State, the City's share of the cost was adjusted to \$233,680.00.

Budgetary Information: The City has already issued a check to the State of Ohio in the amount of \$201,560.00. The balance of the cost is \$32,120.00 and will also be paid with Community Development Block Grant (CDBG) funds.

Action Requested: It is recommended that the ordinance authorizing the City Manager to expend funds in the amount of \$32,120.00 for the completion of the ODOT 2014 Urban Paving Program be approved in accordance with Section 14 of the City Charter since ODOT has requested immediate payment of the additional amount.

I concur with this recommendation:

Donald C. Icsman
Acting City Manager

cc: Kelly Kresser
Hank Solowiej

Ohio Department of Transportation
ACCOUNT RECEIVABLE

Make check payable to: Treasurer of State

Mail to: Jeffrey M. Hisem, Administrator
Attn: Kathy Wald
Ohio Department of Transportation
Office of Estimating - #4160
1980 W. Broad Street, 1st Floor
Columbus, Ohio 43223

Division: Planning Administration
 PID No. 84826
 Project No. 179(14)
 Invoice No. 10325A

To: Hank Solowiej
 Finance Director
 222 Meigs Street
 Sandusky, OH
 44870

Federal Project No. E081(093)
 Erie County
 City of Sandusky
 U.S. Route 250/State Route 4
 Sections 0.00/11.75

Proposal of Participation	Type of Contract	Amount
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Contract amount	\$30,881.96
ODOT Engineering	\$ 1,238.04

This invoice is predicated upon a cooperative Contract by and between the and the State of Ohio dated March 12, 2014 and is a result of the low bid received for the project

Total adjusted amount	\$233,680.00
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Less a Check No. 93131 Invoice 10325 in the amount of	\$201,560.00
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Total additional amount presently due the State of Ohio from the City	\$32,120.00
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c: Original & 2cc City of Sandusky
 District (3) Engineer
 Accounts Receivable
 Invoice File

Total additional amount due	\$32,120.00
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Approved for Payment

Signature _____

Ohio Department of Transportation

Title _____

By: 
 Jeffrey M. Hisem, Administrator

Date _____

Office of Estimating

PLEASE ENCLOSE ONE COPY OF THIS INVOICE TO IDENTIFY YOUR REMITTANCE.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXPEND ADDITIONAL FUNDS FOR THE OHIO DEPARTMENT OF TRANSPORTATION'S 2014 URBAN PAVING PROGRAM PROJECT IN THE AMOUNT OF \$32,120.00; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City Commission previously adopted the preliminary legislation submitted by the Director of the Ohio Department of Transportation (ODOT) for their 2014 Urban Paving Program Project by Resolution No. 019-13R, passed on May 28, 2013; and

WHEREAS, this City Commission previously authorized a contract with the Director of the Ohio Department of Transportation for their 2014 Urban Paving Program Project by Ordinance No. 14-023, passed on March 10, 2014; and

WHEREAS, the ODOT 2014 Urban Paving Program Project involves the resurfacing of U.S. 250 (Sycamore Line) from U.S. 6 (Cleveland Road intersection) south to the 48th Street intersection at Milan Road and S.R. 4 (Hayes Avenue) from the W. Park Street intersection north along Columbus Avenue to U.S. 6 (Washington Street), within the corporation limits of Sandusky in Erie County; and

WHEREAS, the City agreed to assume and bear One Hundred percent (100%) of the entire cost of the improvement within the City limits, less the amount of Federal-aid and State funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, U.S. Department of Transportation; and

WHEREAS, subsequent to a formal bidding process by the State of Ohio and based upon the low bid received for the project, the City's share of the costs increased by \$32,120.00; and

WHEREAS, the City's original portion of costs was estimated at \$201,560.00 and paid with Community Development Block Grant (CDBG) funds and the additional amount of \$32,120.00 will also be paid with Community Development Block Grant (CDBG) funds for a total adjusted cost of \$233,680.00 for this project; 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 immediate payment for the additional amount due for the ODOT 2014 Urban Paving Program Project as requested by the Ohio Department of Transportation; 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 Engineering, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. This City Commission hereby authorizes and directs the Finance Director to make payment to the Treasurer of State as required by the Ohio Department of Transportation for the additional cost for the Ohio Department of Transportation's 2014

Urban Paving Program Project, at an amount **not to exceed** Thirty Two Thousand One Hundred Twenty and 00/100 Dollars (\$32,120.00).

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: May 27, 2014



SANDUSKY POLICE DEPARTMENT

JOHN ORZECH, POLICE CHIEF

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

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

TO: Don Icsman, Acting City Manager

FROM: Chief John Orzech

DATE: 05-15-2014

RE: Commission Agenda Item

ITEM FOR CONSIDERATION:

Legislation for the approval of the submission a grant application to the Ohio Office of Criminal Justice Services (OCJS) for funding through the Edward Byrne Memorial Justice Assistance Grant Program and authorizing the City Manager enter into any grant agreement and accept funds if awarded.

BACKGROUND INFORMATION:

The City of Sandusky Police Department's portable radios are aging and in need of replacement. Some of the portable radio models can no longer be serviced because parts are not available and/or they are not cost effective to repair. Our current portable radios cannot be upgraded to the new P25 digital platform. These new portable radios would prevent the need and eventual cost of the upgrade if it is mandated. The portable radios that would be purchased with this grant would be able to be programmed with several officer safety features. One feature is "man down", where if the radio is lying flat for a programmed period of time, as if an officer were knocked down, it would alert dispatch of a potential problem. These new portable radios have a dual safety feature, by having each radio being able to "ID" the officer using it. If the officer was unable to transmit, and could only depress the transmit button, or if the transmission was garbled, it would identify that officer. Secondly the new portable radios would have a distress button that would also identify the officer if the button was depressed in an emergency.

BUDGETARY INFORMATION:

The total estimated cost for forty-six (46) new Kenwood NX-300 portable radios and accessories is \$40,538.88. If awarded, the grant would provide \$30,404.16 (75%) of the cost and the required matching share of \$10,134.73 (25%) would be paid with Capital Funds.

ACTION REQUESTED:

It is requested that the proper legislation be prepared to allow for the approval of the submission of the grant application to the Ohio Office of Criminal Justice Services (OCJS) for funding

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through the Edward Byrne Memorial Justice Assistance Grant and if awarded, to execute any required agreement and expend funds consistent to the agreement. It is further requested that this be passed in accordance with Section 14 of the City Charter in order to submit the grant application to the Edward Byrne Memorial Justice Assistance Grant by the submission deadline of May 30, 2014 deadline and accept funds if awarded.

Phillip J. Frost
Lieutenant, Sandusky Police Department

City Commission:

Approved:

John Orzech, Police Chief

I concur with this recommendation:

Don Icsman, Acting City Manager

ORDINANCE NO. _____

A RESOLUTION APPROVING THE SUBMISSION OF A GRANT APPLICATION TO THE OHIO OFFICE OF CRIMINAL JUSTICE SERVICES (OCJS) FOR FUNDING THROUGH THE FY 2014 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM FOR THE SANDUSKY POLICE DEPARTMENT; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Ohio Office of Criminal Justice Services (OCJS) is a division of the Ohio Department of Public Safety and by statute is the lead justice planning and assistance office for the State, administering millions of dollars in State and Federal criminal justice funding every year and the OCJS also evaluates programs and develops technology, training and products for criminal justice professionals and communities and has been designated by the Governor to administer the FY 2014 Edward Byrne Memorial Justice Assistance Grant (JAG) program; and

WHEREAS, the Sandusky Police Department's portable radios are aging and need to be replaced as some are unserviceable and/or not cost effective to repair and desires to purchase new portable radios and accessories that would have programmable safety features; and

WHEREAS, the total estimated cost to purchase forty six (46) Kenwood NX-300 Portable Radios and Accessories is \$40,538.88 with the grant providing \$30,404.16 (75%), if awarded, and the City providing the required matching share of \$10,134.72 (25%) which will be paid with Capital Funds; and

WHEREAS, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to submit the grant application to the Ohio Office Of Criminal Justice Services (OCJS) for funding through the Edward Byrne Memorial Justice Assistance Grant (JAG) Program prior to the submission deadline of May 30, 2014; and

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

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

Section 1. This City Commission hereby approves the submission of a grant application to the Ohio Office Of Criminal Justice Services (OCJS), a copy of which is on file in the Sandusky Police Department, for funding through the FY 2014 Edward Byrne Memorial Justice Assistance Grant (JAG) Program for the purchase of Forty Six (46) Kenwood NX-300 Portable Radios and Accessories for the Sandusky Police Department and authorizes and directs the City Manager to execute any grant agreements and lawfully expend funds consistent with the application should they be awarded.

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: May 27, 2014



SANDUSKY POLICE DEPARTMENT

JOHN ORZECH, POLICE CHIEF

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

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

TO: Don Icsman, Acting City Manager

FROM: Chief John Orzech

DATE: 05-15-2014

RE: Commission Agenda Item

ITEM FOR CONSIDERATION:

Legislation for the approval of an agreement between Erie County and the City of Sandusky for the use of Edward Byrne Memorial Justice Assistance Program funds and to approve an application submission by the City of Sandusky to the Edward Byrne Memorial Justice Assistance Program for the purchase of X 26P Tasers with accessories for use at the Sandusky Police and authorizing the City Manager to execute an agreement and enter into any grant agreements if awarded make proposed purchases.

BACKGROUND INFORMATION:

The City of Sandusky and The Erie County Sheriff's Office both have funds available through the Edward Byrne Memorial Justice Assistance Grant Program. Due to both agencies being in a funding disparity, the agencies must sign said agreement (MOU) stating the use of the grant funds, prior to the grant application. Erie County and Sandusky City have mutually agreed to alternate years for the receipt of these funds. The X 26P Tasers will be purchased through Vance's Law Enforcement at state bid pricing and will replace aging Tasers that are no longer serviceable.

BUDGETARY INFORMATION:

The funds that are available through the Edward Byrne Memorial Justice Assistance Grant Program totaling \$12,398.00 for an eligible joint allocation and these funds, if awarded, will only be utilized for the X 26P Tasers with accessories. Any extra funds required will be taken from the Sandusky Police Department operating budget. This grant requires no matching funds.

ACTION REQUESTED:

It is requested that the proper legislation be prepared to allow for the execution of this agreement and the application to the Edward Byrne Memorial Justice Assistance Grant Program for the purchase of X 26P Tasers with accessories for use by Sandusky Police Department Officers and if awarded, to execute any required agreements and expend funds consistent with the agreements. It is further requested that this be passed in accordance with Section 14 of the City Charter, to meet the grant deadline of 6/10/2014.

Phillip J. Frost, Lieutenant

Approved:

I concur with this recommendation:

John Orzech, Chief of Police

Don Icsman, Acting City Manager

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE BOARD OF ERIE COUNTY COMMISSIONERS FOR THE REALLOCATION OF JUSTICE ASSISTANCE GRANT (JAG) FUNDS AND, IF AWARDED, AUTHORIZING THE CITY MANAGER TO EXECUTE ANY REQUIRED AGREEMENTS; APPROVING THE SUBMISSION OF A GRANT APPLICATION BY THE CITY OF SANDUSKY ON BEHALF OF ERIE COUNTY AND THE CITY OF SANDUSKY TO THE U.S. DEPARTMENT OF JUSTICE (DOJ), OFFICE OF JUSTICE PROGRAMS (OJP), BUREAU OF JUSTICE ASSISTANCE (BJA) FOR FUNDING THROUGH THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM FY 2014 LOCAL SOLICITATION; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, funds are available through the Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2014 Local Solicitation and the total joint allocation for the City of Sandusky and Erie County is \$12,398.00; and

WHEREAS, Erie County and the City of Sandusky are certified as disparate by the Director of the Bureau of Justice Assistance (BJA), based in part on input from the State's Attorney General, and therefore must identify a fiscal agent to submit a joint application for the total eligible allocation and must enter into a Memorandum of Understanding (MOU) that identifies which jurisdiction will serve as the applicant/fiscal agent for the joint funds and submit with the grant application; 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 Memorandum of Understanding and allow the grant application to be submitted to the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau Of Justice Assistance (BJA) for funding through the Edward Byrne Memorial Justice Assistance Grant (JAG) Program by the submission deadline of June 10, 2014; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Police Department, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio, finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter; 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 Memorandum of Understanding with the Board of County Commissioners, Ohio, for the reallocation of Justice Assistance Grant (JAG) funds to be used for the Sandusky Police Department Taser Project and the purchase of X 26P Tasers with accessories from Vance's Law Enforcement, substantially in the same form as Exhibit "A", 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. This City Commission hereby approves and authorizes the submission of the grant application by the City of Sandusky on behalf of Erie County and the City of Sandusky to the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau Of Justice Assistance (BJA), a copy of which is on file in the Sandusky Police Department, for funding under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program and authorizes and directs the City Manager to execute any grant agreements and lawfully expend funds should they be awarded.

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

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

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

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

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

Passed: May 12, 2014

**AGREEMENT BETWEEN THE CITY OF SANDUSKY, OHIO
AND COUNTY OF ERIE, OHIO.**

2014 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This agreement is made and entered into this ____ day of _____, 2014, by and between the County of Erie, Ohio, acting by and through its governing body, the Board of Erie County Commissioners, hereinafter referred to as COUNTY, and the City of Sandusky Ohio, acting by and through its governing body, the Sandusky City Commission, hereinafter referred to as CITY, both of Erie County, State of Ohio, witnesseth:

WHEREAS, this Agreement is made under the authority of the Ohio Revised Code Section 307.15 and Section 715.02; and

WHEREAS, each governing body finds that the performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, the COUNTY agrees to allow the CITY to apply for and receive Twelve Thousand Three Hundred Ninety Eight and 00/100 Dollars (\$12,398.00) from the JAG award for the Sandusky Police Department Taser Project and to purchase X2P Tasers with accessories from Vance's Law Enforcement and be the fiscal agent; and

WHEREAS, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG funds as set forth hereinabove;

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

COUNTY agrees to allow CITY to receive a total of \$12,398.00 of JAG funds if said Grant is obtained.

Section 2.

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

Section 3.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not incur any civil liability that may arise from the furnishing of services by the other party.

Section 4.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 5.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set forth herein; further, this Agreement shall not create any rights in any party not signatory hereto.

SIGNATURE PAGE TO FOLLOW

City of Sandusky

**Board of Erie County
Commissioners**

Donald C. Icsman, Acting City Manager

William Monaghan, President

Attest:

Kelly L. Kresser, Commission Clerk

Patrick Shenigo

Approved as to form:

Donald C. Icsman, Law Director

Thomas Ferrell

Sandusky City Commissioner

Dennis E. Murray, Jr., President

Richard R. Brady, Vice-President

Julie A. Farrar

C. Wesley Poole

Scott J. Schell

Jeffrey S. Smith

Naomi R. Twine

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND APPROVING A WATER PURCHASE AGREEMENT WITH THE BOARD OF COMMISSIONERS OF ERIE COUNTY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City and the County previously entered into contracts on June 6, 1989, and October 6, 2006, for the sale and purchase of potable water in order to distribute potable water so as to meet the water needs of the citizens, that is, the customers, that each serves, but each has found the latter contract unwieldy and susceptible to differing interpretation of its terms and conditions, to the ultimate detriment of their respective citizens and customers; and

WHEREAS, the City and the County desire to enter into a contract for the sale and purchase of potable water at a bulk rate that is fair and equitable, considering that the City is willing and able to deliver excess potable water to the County and the County is willing and able to purchase a minimum amount each year, giving due consideration to the agreement dated January 23, 2007, entitled "Regional Water Agreement"; 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 Charter in order to provide for the immediate execution of the Agreement and resolve this matter as the earliest opportunity; and

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

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

Section 1. This City Commission approves the Agreement, a copy of which is on file with the Clerk of this City Commission and a copy of which is marked Exhibit "A" and is attached to this Ordinance and is specifically incorporated as if fully rewritten herein and the City Manager is hereby authorized to execute the Agreement on behalf of the City in substantially the form of the Agreement on file with the Clerk and attached to this Ordinance together with such revisions or additions as are approved by the Law Director as being consistent with the objectives and requirements of this Ordinance and with carrying out the City's public purposes.

Section 2. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any committees that resulted in those formal actions were in meetings held in compliance with the law.

Section 3. For the reasons set forth in the last 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 passage 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: May 27, 2014

**WATER PURCHASE AGREEMENT
BETWEEN THE CITY OF SANDUSKY AND ERIE COUNTY, OHIO**

This contract for the sale and purchase of water is entered into this _____ day of _____, 2014, by and between the City of Sandusky, a municipal corporation formed under the laws of the State of Ohio, 222 Meigs Street, Sandusky, Ohio 44870, hereinafter referred to as “City,” and the County of Erie, a political subdivision organized and existing under the laws of the State of Ohio, 2900 Columbus Avenue, Sandusky, Ohio 44870, hereinafter referred to as “County.”

WHEREAS, the City is organized and established under the provisions of the Ohio Revised Code and owns and operates a water treatment plant and distribution system, and is authorized and able to sell excess potable water; and

WEHEREAS, the County is organized and established under provisions of the Ohio Revised Code and has, pursuant to Ohio Revised Code Chapter 6117, established a sewer district, and is authorized to purchase potable water to meet the needs of its customers; and

WHEREAS, the City and the County previously entered into contracts on June 6, 1989, and October 6, 2006, for the sale and purchase of potable water in order to distribute potable water so as to meet the water needs of the citizens, that is, the customers, that each serves, but each has found the latter contract unwieldy and susceptible to differing interpretation of its terms and conditions, to the ultimate detriment of their respective citizens and customers; and

WHEREAS, the City and the County desire to enter into a contract for the sale and purchase of potable water at a bulk rate that is fair and equitable, considering that the City is willing and able to deliver excess potable water to the County and the County is willing and able to purchase a minimum amount each year, giving due consideration to the agreement dated January 23, 2007, entitled “Regional Water Agreement;” and

WHEREAS, the City desires to sell excess potable water and to utilize the County’s water transmission lines, as described in the Amended and Restated Erie County/City of Sandusky Water Contract, dated October 6, 2006, at paragraph 6, in order to meet the present and future potable water needs of its citizens and its customers, and the County desires to purchase potable water at connections already existing in order to distribute potable water in order to meet the present and future potable water needs of its citizens and its customers; and

WHEREAS, by Ordinance No. _____, enacted on the _____ day of _____, 2014, by the City, the sale of potable water to the County in accordance with the provisions of said Ordinance was approved; and the execution of this contract carrying out said Ordinance by the City, signed by the President of the City Commission and attested by the Clerk of the City Commission, was duly authorized by the Commission of the City of Sandusky; and

WHEREAS, by Resolution No. _____, enacted on the _____ day of _____, 2014, by the Board of Commissioners of Erie County, Ohio, the purchase of potable water from the City in accordance with the provisions of said Resolution was approved; and the execution of this contract carrying out said Resolution by the Board of Commissioners, according to law and the Rules of the Board of Commissioners, was duly authorized by the Board of Commissioners of Erie County, Ohio;

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements hereinafter set forth:

1. *Quality of Water.* The City shall, during the term of this contract, any extension or renewal hereof, furnish to the County at the points of delivery herein specified and defined in this contract, potable treated water meeting applicable purity standards of the Ohio Environmental Protection Agency.

2. *Quantity of Water.* The County agrees that it shall purchase from the City not less than 1,475,950,600 gallons per year in the aggregate to be delivered by the City to the following points of delivery of the County's water distribution system: a) a connection at the intersection of Perkins Avenue and Columbus Avenue; b) a connection at Tiffin Avenue at its intersection with the City corporation limits; c) a connection on Perkins Avenue between Campbell Street and Hayes Avenue; and d) additional future connections as may be mutually agreed upon in writing by the City and the County.

3. *Pressure.* The City shall provide potable water to the County at the three points of delivery at a reasonably constant pressure of not less than 40 pounds per square inch; and if a greater pressure is required by the County, the cost of providing such pressure shall be borne by the County. Emergency failures of pressure or supply due to main supply line breaks, loss of source water, power failure, flood, and catastrophe shall excuse the City from this provision for such reasonable period of time as may be necessary to restore service.

Because the City is desirous of supplying all of the County's potable water, the City shall be advised by the County of any unusual, but foreseeable, demands for water supply and any customers expected to require unusual quantities of water.

4. *Metering of Water.* The water delivered at the points of delivery described above shall be measured by master water meters already installed at each point of delivery, the maintenance, repair, or replacement of which are the sole responsibility of the City; however, the cost of the maintenance, repair, or replacement of such master water meters shall be billed by the City to the County from time to time and shall be due and payable 30 days after the date upon which the bills are rendered. The City and the County agree that all such master water meters are necessary to determine the quantity of water supplied to the County for billing purposes. The County shall have the right to inspect and test the master water meters for accuracy and reliability at any time upon reasonable notice to the City.

If either party discovers any master water meter is inaccurate in measuring the volume of water passing through it, the other party shall immediately be notified; and the City shall repair or replace the master water meter. The City shall determine the period of time the master water meter was inaccurate and shall cause an adjustment in the billing to the benefit of the party suffering the loss by reason of the inaccurate measurement, but the retroactive adjustment of the billing shall not be for a period of time in excess of six months.

5. *Water Rates and Charges.*

For all water delivered to the aforesaid points of delivery and sold by the City to the County, the City will charge the rate of \$1.75 per 1000 gallons. If the City should, at any time in the future, change the water rate for residential customers within the corporate limits of Sandusky, then it is agreed by and between the parties that the rate charged the County will be changed by the same percentage as that change in rate for the City's residential customers; and such rate change shall become effective six (6) months after written notice of such change to the County. The City shall be adjusting the rate for the City's residential customers in the year 2014; however, such change will not subject the County to a change in its rate, as set forth above, and the City agrees that it shall not increase the aforesaid rate charged the County until the rate charged the City's residential customers is \$3.08 per 1000 gallons or greater.

For water delivered to the aforesaid points of delivery and sold by the City to the County, the County shall receive a credit of \$0.20 per each thousand gallons purchased

in excess of 1,475,950,600 gallons per year, said credit to be reflected upon the bill in the month following said purchase.

The City recognizes the County purchases potable water from the City of Huron. The parties agree that if the County purchases more than 146,000,000 gallons of water during a calendar year, that being January 1 through December 31, from any other water supplier, including the City of Huron, then the City shall not extend the credit of \$0.20 described above in that calendar year; and the City may adjust the billing in February of the following calendar to reflect same.

Moreover, the City and County agree that in any given calendar year after the execution of this contract, if the County purchases less than 1,453,745,000 gallons of potable water from the City, then the City may, at its sole discretion, bill the County at the then-agreed rate for the difference between the total amount of water purchased and the minimum amount of 1,475,950,600 gallons of potable water had agreed to purchase; and the City and County agree that in any given calendar year after the execution of this contract, if the County purchases less than 1,475,950,600 gallons of potable water from the City and the County has purchased potable water from any supplier, the City, at its sole discretion, in addition to billing the County at the then-agreed rate for the difference between the total amount of water purchased and the minimum amount of 1,475,950,600 gallons of potable water had agreed to purchase, may, in the following calendar year, charge 10% per 1000 gallons more than the then-agreed rate as calculated above for the minimum yearly amount of water the County had promised to purchase. Such increase shall be independent and separate from any change in the rate charged the County based upon the City's rate to its residential customers, as stated above; and such 10 % increase shall be in effect for a period of the year following.

6. *Billing Procedures.* The City shall invoice the County at the above address not later than the first day of each month by an itemized statement of the amount of water furnished to the County during the month preceding and such other charges and credits as delineated in this contract. Potable water usage will be calculated using the master meter readings of the previous month or that period from the date of last billing, provided, however, in the event of meter malfunction that prevents accurate measurement of water consumption, the City shall bill the County based upon an estimate taken from the average of the same months' billings for the previous three years. The County shall have the unrestricted right to participate in any master meter readings and to review all charges and credits billed to the County.

7. *Payment of Bill.* The County agrees to pay the City not later than the 20th day of each month for the water delivered in accordance with the applicable rate, subject to any adjustments provided for in this contract. The County agrees that it shall pay late charges and interest on a delinquent account according to the rules, regulations, and ordinances of the City regarding water service for its residential customers.

8. *Payment of Past Due Amounts.* The parties acknowledge that the County is indebted to the City for the purchase of water from January 1, 2013, to the present. The County agrees to pay one-half of the amount claimed due by the City, plus interest, according to the rules, regulations, and ordinances of the City regarding water service for its residential customers, and the City agrees to accept payment of said amount to be made within thirty (30) days; and, thereafter, the County agrees to pay one-half of the remaining amount claimed due by the City, plus interest, according to the rules, regulations, and ordinances of the City regarding water service for its residential customers, and the City agrees to accept payment of said amount to be made within thirty (30) days of the prior payment in full and final satisfaction of the amount claimed due from January 1, 2013, to the present.

9. *Use of County Transmission Lines.* The City and the County do hereby incorporate by reference Paragraph 6 of the Amended and Restated Erie County / City of Sandusky Water Contract, dated October 6, 2006; and all water furnished by the County to the City for distribution through facilities stated in Paragraph 6(b) and 6(c) of the aforesaid contract for use by the City shall be metered at the point or points the water leaves the County distribution system, and the County shall be given a credit upon the invoice described above by the City at a rate which at all times shall be exactly the same as the wholesale rate then charged the County by the City for water under the provisions of this contract. All other potable water furnished by the County to the City for distribution through facilities other than those stated in Paragraph 6(b) and 6(c) of the aforesaid contract for use by the City shall be metered at the point or points the water leaves the County distribution system, and the County shall be given a credit upon the invoice described above by the City at a rate which at all times shall be exactly the same as the wholesale rate then charged the County by the City for water under the provisions of this contract, plus the amount of \$0.25 per 1,000 gallons as and for water distribution line transmission fees.

The County acknowledges that the City and Northern Ohio Rural Water of Norwalk, Ohio, a regional water district formed under the laws of the State of Ohio,

which is located at 2205 U.S. Highway 20 E., Norwalk, Ohio 44857, hereinafter referred to as "NORW," desire to enter into an agreement wherein the City has agreed to sell potable water directly to NORW; and the County does hereby agree that NORW and the City may cause a connection of a water transmission line to be made to the County's 16-inch main located at or near Route 250 near the intersection of Mason Road, at the cost of NORW and the City, and continuing access to said water transmission line for transmission of water to NORW's Berlin Heights 750,000 gallon standpipe tank, which water transmission line shall be maintained and owned by NORW.

The County agrees that it shall maintain the water distribution lines used by the County to furnish potable water to the City for distribution through facilities other than those stated in Paragraph 6(b) and 6(c) of the aforesaid contract for use by the City, and the County shall notify the City of any interruption in furnishing such potable water; and the City may, at its option, cause repairs to be effected to cure any interruption and restore service, for which repairs the County agrees to reimburse the City by payment of the City's invoice for such repairs within thirty (30) days after it is rendered.

10. *NASA Rye Beach Pumping Station, Water Intake, and Piping.* The parties agree that the use of the existing NASA intake near Rye Beach Road, known as the Rye Beach Road pumping station, and the existing piping would be beneficial to each party, and the parties agree to cooperate in the County's acquisition of NASA Rye Beach Pumping Station, Water Intake, and Piping from the United States for the mutual use of the City and County.

The City shall operate the intake and pump station and connected pipelines for the benefit of both parties and renovations of the intake, pump station, and pipelines shall be accomplished by the City, both pursuant to a written agreement setting forth the responsibilities of each party, the scope of work and operation, limitations on or indemnification for liability that might be incurred, and other matters routinely encountered in the operation of a pump station and piping; however, should the County require use of untreated, non-potable water, the County shall share in the proportionate cost of said capital improvements according to the respective volumes of water used based upon the amortization costs upon the debt incurred for the renovations over 20 years or the actual debt period. The County shall also share in the operational costs by paying the actual costs of said operation and maintenance based upon the proportionate use of the facilities by the County.

Payment by the County of the proportionate cost of the capital improvements and operational costs shall be made when County begins use of untreated, non-potable water, and shall be billed monthly as a part of the monthly billing described above and separately delineated.

11. *Water Advisory Committee.* The parties recognize the interests of the suppliers of potable water in Erie County to provide water at the most economical rate for their customers, and the City and the County do hereby agree to participate with suppliers of potable water in Erie County, together with bulk purchasers of water that may be located within or outside of the boundaries of Erie County, in bi-annual regional conferences to discuss mutual water interests with the goals of controlling costs of treatment and transmission of water, reducing water rates for all customers in the region, and increasing availability of potable water to all users in Erie County and within the Lake Erie watershed.

The committee shall be comprised of two members from the County, three members from the City of Sandusky, one member to be invited from the City of Huron, one member to be invited from Northern Ohio Rural Water, one member to be invited from the City of Vermilion, and one additional member to be selected by a majority of the other members of committee.

Because the purpose of the committee is to foster good will and cooperation among the producers and bulk customers of potable water so as to promote the most efficient and cost-effective methods and procedures for production and delivery of potable water to the residents and customers in the region, the participating entities shall discuss capital expenditures for improvements to the water delivery systems of any of its participating entities that are in excess of \$500,000 and make any recommendations deemed appropriate for the benefit of its participating entities and the residents and customers in the region.

The Water Advisory Committee shall draft rules concerning the conduct of its meetings, the sharing of costs of participation on the Committee, and shall be open to the public.

12. *Mingling of Water From Other Supplies.* The County may mix and mingle water from other sources of supply of safe drinking water regulated under the Environmental Protection Agency with the water supplied by the City. The City shall be responsible to deliver safe drinking water to the County at the master meters, and the County will be responsible for delivery of safe drinking water to all County customers.

13. *Additional Taps.* The City agrees that if the County requires additional taps to draw water from City transmission mains in order to obtain additional or other water service, the City will cause a tap or taps to be installed with a valve for connection by the County, and the County agrees to pay for said tap(s) in an amount equal to the standard tap charge for other Sandusky customers that are located within the limits of the City. The County agrees that it shall install a meter substantially similar as that at other connections and vault and all accessories per Sandusky standards and practice.

14. *Term of Contract.* The term of this contract shall be forty (40) years from the date of the execution of this contract and, thereafter, may be renewed or extended for such term, or terms, as may be agreed by the City and the County.

15. *Failure to Deliver.* The City will, at all times, operate and maintain its system in an efficient manner and will take such action as may be necessary to furnish the County with the quantities of potable water as required by the County and that temporary or partial failures to deliver water shall be remedied with all possible dispatch. In the event of an extended shortage of water, or should the supply of water available to the City be diminished over an extended period of time, the supply of water to the County's customers shall be reduced or diminished in the same ratio as the supply to the City's other customers is reduced or diminished.

16. *Hold Harmless.* To the extent permitted by law, the County shall defend, indemnify, and hold the City harmless from any and all claims made against the County or the City in connection with the supply of water to any of the County's customers, except for claims concerning the safety of potable water supplied by the City; however, it shall be the duty of the County to test all water entering the County's distribution system, and the City shall not be liable for any claims arising from contamination of water caused by any condition in the County's distribution system.

17. *Regulatory Compliance.* The City and the County shall maintain a backflow prevention and cross connection control program that meets the most stringent requirements of and is in compliance with Chapter 3745-95 of the Ohio Administrative Code. The City shall provide the County with copies of all drinking water contaminant results as required.

18. *Successors and Assigns.* This contract shall be binding upon the City and the County and their successors and assigns; and any sale or assignment of the rights and/or obligations by either party to this contract must be accepted by the governing authority of the other, such acceptance of which shall not be unreasonably withheld.

IN WITNESS WHEREOF, the parties hereto, acting with and under authority of their respective governing bodies, have caused this contract to be duly executed in two (2) counterparts, each of which shall constitute an original.

THE CITY OF SANDUSKY, OHIO

BY: _____
City Manager

Date: _____

BOARD OF COMMISSIONERS OF ERIE COUNTY, OHIO

BY: _____

BY: _____

BY: _____

Date: _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF SANDUSKY AND ERIC L. WOBSEY, AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City Commission has determined that it is appropriate and in the best interests of the City of Sandusky, Ohio, to enter into an Employment Agreement with Eric L. Wobser setting forth the terms of his employment as City Manager thereof (the "Employment Agreement"), a copy of which is marked Exhibit "A" and is attached to this Ordinance; and

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

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

Section 1. For the reasons set forth in the preambles hereto, this City Commission hereby approves the Employment Agreement, and the President of the City Commission, as the Ex-Officio Mayor of this City, is hereby authorized and directed to execute the Employment Agreement on behalf of this City substantially in the same form as attached to this Ordinance, a copy of which is marked Exhibit "A", and is 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 as being consistent with carrying out the terms of this Ordinance.

Section 2. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any committees that resulted in those formal actions were in meetings held in compliance with the law.

Section 3. For the reasons set forth in the last 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 passage and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

PAGE 2 - ORDINANCE NO. _____

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

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

Passed: May 27, 2014

EMPLOYMENT AGREEMENT

This agreement is made this ____ day of May 2014 by and between The City of Sandusky, a chartered, Ohio municipal corporation (hereinafter referred to as “City” or “Employer”) and Eric Wobser (hereinafter referred to as “Employee”).

1. Employment, Duties and Authority.

City hereby agrees to employ Eric Wobser as City Manager of the City of Sandusky to perform certain functions and duties including those specified in Section 32 of the Charter of the City, the Codified Ordinances of the City, the laws of the State of Ohio, and to perform any other legally permissible duties and functions as the Commission shall from time to time assign.

[Employee shall reside within the City of Sandusky two \(2\) months as condition subsequent to this offer.-](#)

2. Term.

This agreement will commence on July 7, 2014 and shall be for an initial period of four years, from July 7, 2014 to July 7, 2018. This agreement shall be renewed for an extended term no later than July 7, 2017, unless notice that the Agreement shall terminate on July 7, 2018 is given at least 12 months before the expiration date. In the event that the agreement is not renewed, all compensation, benefits and requirements of the agreement shall remain in effect until the expiration of the term of the Agreement unless Employee voluntarily resigns.

In the event that the Employee is terminated, the Employee shall be entitled to [benefitsseverance](#) as defined in Section 10 of this agreement. -

3. Compensation.

City agrees to pay Employee for his services rendered pursuant hereto an annual base salary of \$120,000.00, less applicable legal deductions, payable in installments in the same

manner and same time as other employees of the City are paid, for the entire four year-period of this agreement. However, the Employee may become eligible for incentive compensation, as defined in Section 4 of this agreement, if mutually agreed upon between Employee and Employer for years 2 through 4 of this agreement, that would be in addition to the base salary of \$120,000 but would not exceed more than \$136,000 in any year of the Agreement.

4. Incentive Compensation

Employee and Employer may mutually agree to amend this agreement to provide for incentive based compensation, in addition to the base salary of \$120,000, in years 2 through 4 of this agreement. In Year 1 of this agreement, Employee shall, with the support and guidance of the Employer, develop and present for adoption a Bicentennial Vision for the City of Sandusky. Employer agrees to provide adequate resources for the development of this Strategic Vision, which will guide the goals, strategy and work of the Employer, Employee and the operations of the City of Sandusky over the remaining three years of this Agreement.

In developing an incentive based compensation plan based on the strategies, goals and metrics identified in the Bicentennial Vision for the City of Sandusky, the Employee and Employer may define metrics in four categories: Economic & Neighborhood Development, Financial Management, Resource Development & Budgeting, External & Regional Collaboration, and Communications, Marketing & Community Engagement. Utilizing the mutually agreed upon metrics in each of these categories, the Employer will determine a score of 0 through 4 in each category, determined in Employee's annual review, to be conducted and completed by July 7th in years 2 through 4 of this agreement. Each point awarded in each category may entitle Employee to an additional \$1,000 in compensation, for a potential total of \$4,000 in incentive pay in each category, or a potential accumulative total of \$16,000 in each of

Years 2 through 4 of this agreement. Any incentive-based pay shall be paid in full to Employee within 30 days of the completion of the Employee review, and no later than August 6 in Years 2 through 4 of this Agreement.

5. Insurance Benefits.

City agrees to make available such health care insurance plan as is generally available to other employees of the City.

Employee shall be entitled to other benefits available to non-bargaining unit employees of the City as set forth in Chapter 145 of the City of Sandusky Codified Ordinances.

6. Vacation Leave.

The Employee shall be granted fifteen (15) days of paid administrative leave to be used within the first twelve months after hire. Said days off may be taken in any increments. Any days not used within twelve months of hire will be forfeited.

Following the Employee's first year of employment, the Employee shall be granted fourteen (14) years of total service for purposes of vacation accrual and shall accrue such leave in accordance with the schedule established by Section 145.11 of the City of Sandusky Codified Ordinances..

7. Mileage Reimbursement.

The Employer shall reimburse the Employee at the IRS standard mileage rate for any business use of Employee's vehicle that is not related to commuting to and from work.

8. General Business Expenses & Professional Development.

The Employer acknowledges the value of having Employee continue his educational and professional development and to participate and be directly involved in local civic clubs and regional organizations. Accordingly, Employer shall reimburse up to \$6,000 annually for

reasonable education, professional development and membership fees and/or dues to enable the Employee to become an active member in such organizations, to take appropriate classes and to attend appropriate seminars or conferences..

Employer recognizes that reasonable expenses of a non-personal and job related nature will be incurred by the Employee. The Employer hereby agrees to reimburse said reasonable expenses of the Employee through the Employer's customary reimbursement procedure.

9. Moving & Relocation Costs

Employer shall pay a lump sum payment of \$10,000 to Employee to cover relocation expenses.

10. Home Repurchase

Should Employer vote to terminate the employment of Employee within 48 months of the start of Employee's employment, if Employee is unable to sell his [Sandusky](#) home within four (4) months of such termination, Employer shall, at the direction of Employee, purchase Employee's home for Fair Market Value or Purchase Price, whichever is greater, and will also cover all costs related to this transaction. Fair Market Value will be determined by an appraiser mutually agreed upon by Employee and Employer.

11. Hours of Work.

It is recognized that the responsibilities of the City Manager require 24-hour access and a flexible work schedule. It is understood the Employee may be required to work outside the normal business hours and shall be allowed to adjust his schedule accordingly to establish an appropriate work schedule.

12. Outside Activities.

The employment provided for by this Agreement shall be the Employee's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the City and the community, the Employee may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements shall not constitute interference with nor a conflict of interest with his responsibilities under this Agreement.

13. Indemnification.

The City shall defend and indemnify Employee in accordance with applicable Ohio law. Employee recognizes that Employer shall have the right to compromise any claims provided that Employee does not incur any expense or financial liability as part of any settlement or judgment rendered.

14. Bonding.

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

15. Standards.

The Employee shall perform his duties under this agreement in accordance with the highest possible standards of professional ethics and practice, dedicating at all time one hundred percent (100%) effort. It will be the duty of the Employee to perform at the highest level of professional competence the services which he provided to or on behalf of Employer.

16. Arbitration.

Except for workers' compensation claims, Employee agrees that should he bring a claim of any kind against Employer or any of its employees, he shall submit that claim to binding arbitration. Potential claims include claims for breaches of any kind regardless of the source of

the duty or the nature of the claimed injury including claims of discrimination, harassment, defamation, or any other right or expectation. Arbitration shall be conducted under the laws of the State of Ohio. Employee will have the right to choose one arbitrator and Employer will have the right to choose one arbitrator. The two selected arbitrators shall agree on the third arbitrator as chairperson of the panel. The arbitration will be conducted without strict compliance to the Rules of Evidence and will be conducted in Sandusky, Ohio. The decision of the arbitration panel will be final and binding on both parties. The costs of the arbitrator's time shall be split by the parties to the arbitration. Any recovery is limited to actual damages only.

17. Miscellaneous.

A. All provisions of the City Charter and Code and regulations and rules of the Employer relating to vacation and sick leave, retirement and pension system contributions, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to other employees of Employer, in addition to said benefits enumerated specifically for the benefit of the Employee except as otherwise provided herein.

B. In the event of any conflict between the terms, conditions and provisions of this Agreement and the applicable laws and authorities, then, unless otherwise prohibited by law, the terms of this Agreement shall take precedence over the contrary provisions of the applicable laws and authorities during the term of this Agreement.

C. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

D. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to

be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

E. No amendments or additions to this agreement shall be done unless in writing and signed by both parties, except as herein otherwise provided.

F. This Agreement shall be governed in all respects by the laws of the State of Ohio. The paragraph headings used in this agreement are included solely for convenience and shall not affect, or be used in connection with, the interpretation of this agreement.

G. This Agreement contains the full and complete agreement between the parties. There are no oral agreements or understandings of any type of nature.

CITY OF SANDUSKY

By: _____

Eric Wobser