



**SANDUSKY CITY COMMISSION
REGULAR SESSION AGENDA
February 23, 2015 at 5 p.m.
City Hall, 222 Meigs Street**

INVOCATION	Naomi Twine
PLEDGE OF ALLEGIANCE	
CALL TO ORDER	
ROLL CALL	N. Twine, W. Poole, J. Farrar, D. Murray, S. Schell, D. Brady & J. Smith
APPROVAL OF MINUTES	February 9, 2015
AUDIENCE PARTICIPATION	Agenda items listed below only (3 minute limit)
PROCLAMATIONS	Honoring Barry Riddle Honoring Donald Schwanger
COMMUNICATIONS	Motion to accept all communications submitted below

CURRENT BUSINESS

ITEM #1

SECOND READING

ORDINANCE NO. _____: It is requested an ordinance be passed making general appropriations for the fiscal year 2015; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #2 – Submitted by Matthew Lasko, Chief Development Officer

CREATION OF REAL ESTATE DEVELOPMENT FUND

Budgetary Information: Beginning in 2015, all gross proceeds received by the city from the sale of city-owned real estate exceeding \$45,000 shall be deposited into the proposed special revenue fund designated as the Real Estate Development Fund. Beginning in 2016 and beyond, all gross proceeds received by the city from the sale of city-owned real estate shall be deposited in the same special revenue fund.

RESOLUTION NO. _____: It is requested a resolution be passed authorizing the finance director to establish a special revenue fund designated as the Real Estate Development Fund for the City of Sandusky, Erie County, Ohio.

ITEM #3 – Submitted by John Orzech, Chief of Police

DISPOSAL OF UNNEEDED ITEMS

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

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

ITEM #4 – Submitted by Phillip Frost, Assistant Police Chief

PURCHASE OF PORTABLE RADIOS AND ACCESSORIES

Budgetary Information: The total cost for this purchase of 47 Kenwood portable radios, with accessories, and one six-port conditioner/analyzer/charger is \$38,037.13 and \$470 will be credited for the exchange of 47 old portable radios, for a total expense of \$37,567.13. The grant award amount is \$12,796.19. The remaining \$24,770.94 will be paid with capital funds.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the city manager to dispose of 47 radios from the Police Department as having become unnecessary and unfit for city use pursuant to Section 25 of the city charter; and authorizing the city manager to purchase 47 radios with accessories and one conditioner/analyzer/charger through the State of Ohio Cooperative Purchasing program from VASU Communications, Inc., of Avon, Ohio for the Sandusky Police Department; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #5 – Submitted by Dave Degnan, Fire Chief

DISPOSAL OF SURPLUS EQUIPMENT

Budgetary Information: There will be no proceeds from the donation of the itemized equipment.

RESOLUTION NO. _____: It is requested a resolution be passed authorizing the disposal of structural fire fighting clothing and equipment as being unnecessary and unfit for city use; approving their donation to the Ehope Career Center Fire & Rescue Academy; and declaring that this resolution take immediate effect in accordance with Section 14 of the city charter.

ITEM #6 – Submitted by Dave Degnan, Fire Chief

DISPOSAL OF DRESS HATS

Budgetary Information: There will be no proceeds from the donation of the 11 Class A dress hats.

RESOLUTION NO. _____: It is requested a resolution be passed authorizing the disposal of 11 Class A dress uniform hats as being unnecessary and unfit for city use; approving their donation to the Catawba Island Volunteer Fire Department.

ITEM #7 – Submitted by Aaron Klein, P.E.

PROFESSIONAL DESIGN SERVICES AGREEMENT FOR GRIT REMOVAL PROCESS

Budgetary Information: The final design cost is \$73,000 and will be funded by the sewer fund with partial reimbursement from Erie County per the sewer services agreement.

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 Jones & Henry Engineers, Ltd. For the 2015 Waste Water Treatment Plant grit tank expansion 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, P.E.

ANNUAL COST SHARING FEE FOR NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) - STORM WATER PROGRAM

Budgetary Information: The annual amount for continuing to participate with the Erie County NPDES Phase II program is \$10,000. The annual cost will be paid with sewer funds since the storm water sub-fund will not be created until after April 1, 2015.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the finance director to make payment to the Erie Soil & Water Conservation District to continue participation in the Erie County National Pollutant Discharge Elimination System Phase II program; 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:

Monday, February 23 at 8:30 a.m.

Tuesday, February 24 at 5 p.m.

Monday, March 2 at 7 p.m.

ORDINANCE NO. _____

AN ORDINANCE MAKING GENERAL APPROPRIATIONS FOR THE FISCAL YEAR 2015; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, in accordance with Section 14 of the City Charter, an Ordinance appropriating money may be passed as an emergency; 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 comply with State Law, which requires that the 2015 Calendar Year Operating Budget be passed by the City Commission no later than March 31, 2015; and

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

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

Section 1. There shall be and hereby are appropriated out of any funds now in the treasury and any accruing revenues of the City available for said purposes, the values set forth below for the payment of all expenses and obligations of the City during fiscal year 2015, for the various purposes hereinafter specified.

Section 2. The amounts appropriated for the various purposes hereinafter set forth shall, in no event, be exceeded unless the City Commission shall by Ordinance authorize a transfer from one appropriation account to another, or shall appropriate additional unappropriated funds:

DEPARTMENT	PERSONAL		TOTAL
	SERVICES	OTHER	
POLICE PATROL	3,854,483	301,430	4,155,913
POLICE RECORDS	122,866	159,477	282,343
POLICE RESERVES	127,621	3,500	131,121
POLICE-DETECTIVES	464,060	8,700	472,760
FIRE	4,323,077	355,679	4,678,756
STREET LIGHTING	0	290,000	290,000
OAKLAND CEMETERY	181,821	44,225	226,046
COMMUNITY DEVELOPMENT	388,457	36,705	425,162
CITY WIDE ECON DEVELOPMNT	0	55,000	55,000
BUILDING DIVISION	181,774	26,000	207,774
HORTICULTURAL SERVICES	682,876	241,030	923,906
JACKSON ST PIER	0	1,000	1,000
CITY MANAGER	119,449	7,500	126,949
ADMINISTRATIVE SERVICES	116,278	25,700	141,978
FINANCE	111,589	13,600	125,189
INCOME TAX	64,889	253,800	318,689
DATA PROCESSING CENTER	85,431	50,000	135,431

LAW	289,839	38,600	328,439
CITY COMMISSION	26,609	4,765	31,374
CITY COMMISSION CLERK	45,276	1,440	46,716
MUNICIPAL COURT	875,668	52,000	927,668
BUILDING MAINTENANCE	247,670	197,450	445,120
ENGINEERING	184,842	41,600	226,442
FLEET MAINTENANCE	178,961	89,640	268,601
ADMINISTRATIVE SUPPORT	0	597,500	597,500
TRANSFERS:			
TRANSIT FUND	0	250,000	250,000
PARKS & RECREATION FUND	0	165,550	165,550
POLICE PENSION FUND	0	449,854	449,854
PAYROLL STAB FUND	0	25,000	25,000
CAPITAL ECONOMIC DEV FUND	0	400,000	400,000
CAPITAL COMMUNITY DEV FUND	0	250,000	250,000
CAPITAL PUBLIC WORKS FUND	0	1,000,000	1,000,000
FIRE PENSION FUND	0	671,504	671,504
BOND RETIREMENT FUND	0	602,949	602,949
SPECIAL ASMNT BOND RETIREMENT FUND	0	134,355	134,355
GENERAL FUND	12,673,536	6,845,553	19,519,089
ST RESURFACING PROGRAM	0	50,000	50,000
STREETS	934,300	310,808	1,245,108
SNOW & ICE REMOVAL	0	10,000	10,000
TRAFFIC & ELECTRICAL MNTC	110,397	207,005	317,402
STREET FUND	1,044,697	577,813	1,622,510
ST HIGHWAY FUND	35,000	45,000	80,000
PUBLIC TRANSIT FUND	55,000	1,341,500	1,396,500
PAPER DISTRICT MARINA	47,000	35,000	82,000
PAVILION	14,100	14,500	28,600
MILLS CREEK GOLF COURSE	95,000	107,000	202,000
RECREATION DEPARTMENT	76,000	72,200	148,200
BOAT LAUNCH RAMP	0	16,000	16,000
PARKS & RECREATION FUND	232,100	244,700	476,800
FIRE PENSION FUND	757,399	57,162	814,561
POLICE PENSION FUND	549,660	43,251	592,911
LANDBANK	0	45,000	45,000
CHIP GRANT	0	200,000	200,000
HOME FUND	0	4,000	4,000
REVOLVING LOAN-ECO DEV	0	150,000	150,000
DRC-PROBATION SERVICES	70,000	1,000	71,000
STATE GRANTS FUND	70,000	400,000	470,000
POLICE	10,000	2,000	12,000
POLICE JAG	0	50,000	50,000
POLICE BULLETPROOF VESTS	0	6,500	6,500
HUD CDBG	120,000	750,000	870,000
REVOLVING LOAN-ECO DEV	0	140,000	140,000
PUBLIC TRANSIT SYSTEM	50,000	900,000	950,000
FEDERAL GRANTS FUND	180,000	1,848,500	2,028,500
INDIGENT DRIVER ALCOHOL TRT FUND	0	51,000	51,000
COURT COMPUTER FUND	0	70,000	70,000

INDIGENT TELEPHONE FUND	0	5,000	5,000
COURT PROBATION FUND	60,000	10,000	70,000
PAYROLL STAB FUND	60,000	0	60,000
CAPITAL - SECURITY OF PERSONS & PROP	0	30,000	30,000
CAPITAL - HEALTH	0	5,000	5,000
CAPITAL - LEISURE	0	5,000	5,000
CAPITAL - COMMUNITY	0	125,000	125,000
CAPITAL - TRANSPORTATION	0	100,000	100,000
CAPITAL - GENERAL GOVERNMENT	0	125,000	125,000
TOTAL CAPITAL IMPROVEMENT FUND	0	390,000	390,000
POLICE PATROL	0	100,000	100,000
EMS	50,000	1,200,000	1,250,000
SCHADE/MYLANDER PLAZA	0	10,000	10,000
RECREATION IMPROVEMENTS	0	20,000	20,000
COMMUNITY DEVELOPMENT	0	250,000	250,000
ECONOMIC DEVELOPMENT	0	400,000	400,000
BROWNSFIELDS - APEX CORF	0	10,000	10,000
SANDUSKY CABINETS	0	600,000	600,000
HORTICULTURAL SERVICES	0	25,000	25,000
HAYES AVE UNDERPASS	0	210,000	210,000
WESTEND OVERPASS	0	550,000	550,000
WARREN ST	5,000	495,000	500,000
CAMP ST UNDERPASS	25,000	1,975,000	2,000,000
COLUMBUS AVE RESURFACING	10,000	415,000	425,000
PERKINS AVE SIGNALS	25,000	875,000	900,000
WATER ST REHAB	25,000	1,350,000	1,375,000
CURRAN ST	5,000	65,000	70,000
PUBLIC WORKS	0	1,109,000	1,109,000
JACKSON ST PIER	0	25,000	25,000
STRATEGIC PLAN	0	150,000	150,000
DATA PROCESSING	0	25,000	25,000
MUNI COURT	0	25,000	25,000
CITY HALL - AIR CONDITIONING	0	80,000	80,000
PAPER DISTRICT	0	1,850,000	1,850,000
FLEET MAINTENANCE	0	100,000	100,000
CAPITAL PROJECTS FUND	145,000	11,914,000	12,059,000
TAX INCREMENT FUND	0	20,000	20,000
PP REMOVAL UNSAFE BLDGS	0	80,000	80,000
NUISANCE REMOVAL	2,000	25,000	27,000
RENTAL REGISTRATION FEE	90,000	20,000	110,000
INSPECTION FEE	2,000	20,000	22,000
ADMIN FEE	2,000	10,000	12,000
SPECIAL ASSESSMENT FUND	96,000	155,000	251,000
FIRE STA. #1 RELOCATION	0	268,213	268,213
SCHADE/MYLANDER PLAZA	0	13,600	13,600
LIBRARY LEVY	0	434,233	434,233
ERI-SANDUSKY STREETScape	0	79,456	79,456
COL AVE UNDERPASS IMP	0	4,801	4,801
LANE ST IMPR	0	15,971	15,971
ST-REMINGTON	0	6,425	6,425
BUTLER ST RAMP	0	10,375	10,375
ERI - AMTRAK STATION	0	12,800	12,800
POL/COURT/LAW RENOVATION	0	14,953	14,953
DEBT SERVICE-BONDS	0	909,801	909,801

BOND RETIREMENT FUND	0	1,770,628	1,770,628
URBAN RENEWAL TEMP REV BOND FUND	0	424,725	424,725
SPECIAL ASMNT BOND RETIREMENT FUND	0	363,745	363,745
CAO	107,440	29,502	136,942
BIWW FILTRATION PLANT	1,212,647	1,288,703	2,501,350
WATER DISTRIBUTION DEPT	916,030	330,900	1,246,930
ADMINISTRATIVE SUPPORT	600,000	270,000	870,000
EQUIPMENT REPLACEMENT	0	165,000	165,000
BIWW CHEMICAL PROJECT	0	150,000	150,000
BIWW BUILDING IMPROVEMENTS	0	310,000	310,000
DISTRIBUTION BUILDING IMPROVEMENTS	0	200,000	200,000
BAY INTAKE REPLACEMENT	5,000	245,000	250,000
PERKINS AVE WATERLINE	0	15,000	15,000
CAPITAL OUTLAY	0	200,000	200,000
WATER METER ACQUISITION	0	250,000	250,000
DEBT SERVICE-BASIC UTIL	0	1,828,636	1,828,636
WATER FUND	2,841,117	5,282,741	8,123,858
CAO	107,440	29,502	136,942
WATER POLLUTION CONTROL PLANT	1,627,290	1,115,995	2,743,285
SEWER MAINTENANCE DEPT	832,059	478,445	1,310,504
ADMINISTRATIVE SUPPORT	600,000	290,000	890,000
EQUIPMENT REPLACEMENT	0	370,000	370,000
WPC BUILDING IMPROVEMENTS	0	1,429,000	1,429,000
STORM WATER ERU	0	200,000	200,000
SEWER COLLECTIONS UPGRADE	0	3,050,000	3,050,000
CAPITAL OUTLAY	0	200,000	200,000
DEBT SERVICE-BASIC UTIL	0	2,860,848	2,860,848
SEWER FUND	3,166,789	10,023,790	13,190,579
POLICE	0	75,000	75,000
CONTRABAND TRUST FD	0	50,000	50,000
FIRE	0	5,000	5,000
GREEN TRUST	0	5,000	5,000
FRIENDS OF THE GREENHOUSE	0	5,000	5,000
SAILING CLUB SCHOLARSHIP	0	6,500	6,500
PARK TRUST	0	5,000	5,000
UNCLAIMED FUNDS	0	1,000	1,000
GENERAL TRUST FUND	0	152,500	152,500
SHORELINE PARK IMPR	0	500	500
WASHINGTON PARK & GREENHOUSE	0	1,000	1,000
RED WAGON TRUST	0	5,000	5,000
FRED EPPLER TRUST	0	500	500
PARK ENDOWMENT FUND	0	7,000	7,000
OAKLAND CEMETERY DEPT	50,000	20,000	70,000
GARDEN MAUSOLEUM	0	6,000	6,000
PERPETUAL CARE	0	5,000	5,000
SPECIAL CARE	0	5,000	5,000
MEMORIAL PLANTINGS	0	1,000	1,000
RIDGEVIEW COLUMBARIUM	0	1,000	1,000
CEMETERY ENDOW FUND	50,000	38,000	88,000
STATE PATROL TRANSFER FD	0	60,000	60,000
TOTAL ALL FUNDS	22,016,298	42,141,608	64,157,906

Section 3. The Finance Director is authorized to draw warrants upon the City treasury for funds appropriated in this Ordinance upon presentation of properly approved vouchers and when in conformity with the Charter and general laws of the State of Ohio. In addition, the Finance Director is authorized to make transfers between funds, to cover deficiencies in City funds provided said transfers are included in the general appropriations.

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

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

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

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

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

Passed:



Department of Community Development

Matthew D. Lasko
mlasko@ci.sandusky.oh.us

222 Meigs St.
Sandusky, OH 44870
Phone: 419.627.5707
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www.ci.sandusky.oh.us

To: Eric L. Wobser, City Manager

From: Matthew D. Lasko, Chief Development Officer

Date: February 11, 2015

Subject: Commission Agenda Item – Creation of a Special Revenue Fund Designated as the Real Estate Development Fund.

Items for Consideration: Legislation authorizing and directing the City to create a special revenue fund beginning in 2015 to be designated as a Real Estate Development Fund

Background Information: Redevelopment of underutilized and/or vacant buildings and parcels of real estate is critical to improving the quality of life of residents. These activities can reduce blight, increase property values and improve safety throughout the community while spurring additional economic development. In many instances, the City has had to fundraise and secure grant revenue in order to undertake certain critical real estate activities which can result in delays in addressing dilapidated buildings and other underutilized sites.

The proposed special revenue fund would exclusively be used to cover expenses related to the (re)development of real estate. The fund would be capitalized solely through proceeds generated by the City through the sale of City owned real estate and would not be capitalized through tax revenues or other grant sources such as Community Development Block Grant funding. The proposed special revenue fund would be utilized to cover expenses related to real estate activities including acquisition, demolition, redevelopment, remediation and disposition of properties.

The City will continue to aggressively pursue external funding sources for real estate activities – however the proposed special revenue fund will supplement these resources while permitting the City to more quickly react to strategic properties needing acquired, demolished, rehabilitated or remediated – thereby reducing City response time to important real estate initiatives. The proposed special revenue fund will also reduce reliance on external funding sources for redevelopment efforts that may never come to fruition or minimally take a long time to secure.

The creation of this fund will ensure that proceeds received by the City from the sale of City owned land and fixed assets are utilized for acquiring, demolishing, improving or remediating land and fixed assets as opposed to going directly into the General Fund.

Budgetary Information: Beginning in 2015, all gross proceeds received by the City from the sale of City owned real estate exceeding \$45,000 shall be deposited in the proposed special revenue fund designated as the Real Estate Development Fund. Beginning in 2016 and beyond, all gross proceeds received by the City from the sale of City owned real estate shall be deposited in the same special revenue fund.

Action Requested: It is requested that the proper legislation be prepared to allow for the creation of a special revenue fund to be designated as the Real Estate Development Fund.

I concur with this recommendation:

Eric L. Wobser
City Manager

Matthew D. Lasko, MUPDD, MSSA
Chief Development Officer

cc: Kelly Kresser, Clerk of the City Commission
Hank Solowiej, Finance Director

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE FINANCE DIRECTOR TO ESTABLISH A SPECIAL REVENUE FUND DESIGNATED AS THE "REAL ESTATE DEVELOPMENT FUND" FOR THE CITY OF SANDUSKY, ERIE COUNTY, OHIO.

WHEREAS, the Ohio Revised Code, Section 5705.10(F), authorizes a taxing authority to establish a special revenue fund to accumulate resources from the proceeds from the sale of property to be used for the construction or acquisition of permanent improvements; and

WHEREAS, the redevelopment of underutilized and/or vacant buildings and parcels of real estate is critical to improving the quality of life of residents and the proposed special revenue fund would exclusively be utilized to cover expenses related to real estate activities; 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 RESOLVED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. The Finance Director is authorized and directed to establish a special revenue fund designated as the "Real Estate Development Fund" pursuant to Section 5705.10(F) of the Ohio Revised Code.

Section 2. The Finance Director is further authorized to do all things necessary and proper to manage the resources in the fund consistent with the provisions of the fund and the law.

Section 3. 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 4. 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 5. That for the reasons set forth in the preamble hereto, this Resolution shall take effect at the earliest time allowed by Law.

PAGE 2 - RESOLUTION NO. _____

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

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

Passed:



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: Eric Wobser, City Manager
From: John Orzech, Chief of Police
Date: February 11, 2015
Subject: Commission Agenda Item

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

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

Seventy (70) - Outdated ballistic vests.

Thirty-four (34)-Outdated/obsolete traffic vests.

Thirty-six (36)-Outdated/worn out old dispatcher/officer pants.

Fourteen (14)-Old outdated/worn out coats.

Twenty-six (26)-Old outdated/worn out gray uniform shirts.

Twenty-three (23)-Old outdated/worn out dispatch shirts.

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

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

Approved:

John Orzech,
Chief of Police

Eric Wobser,
City Manager

ORDINANCE NO. _____

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

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

WHEREAS, the Police Department has determined that the following miscellaneous items are beyond their useful life and of no use to the City and is recommending that these items be declared obsolete, unnecessary and unfit for City use and be disposed of in a safe and proper manner:

<u>Item</u>	<u>Quantity</u>
Ballistic Vests	70
Traffic Vests	34
Dispatcher / Officer Pants	36
Coats	14
Gray Uniform Shirts	26
Dispatch Shirts	23

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to allow for the items to be declared unnecessary and unfit for City use and disposed of at the earliest opportunity; and

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

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

Section 1. This City Commission finds and determines that the personal property described in the preamble above has become obsolete and is unnecessary and unfit for City use pursuant to Section 25 of the City Charter and the City Manager is authorized and directed to dispose of the personal property in a safe and proper manner.

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

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

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

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

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

Passed: February 26, 2015



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: Eric Wobser, City Manager
FROM: Assistant Chief, Phillip J. Frost
DATE: 2/11/15

RE: Commission Agenda Item

ITEM FOR CONSIDERATION:

An ordinance authorizing the City Manager to enter into an agreement with Vasu Communications, Inc., of Avon, Ohio for the purchase of forty-seven (47) new Kenwood NX-300K2-SC portable radios, with accessories and one (1) six (6) port conditioner/analyzer/charger, through the State of Ohio Cooperative Purchasing Program #534000 for the Sandusky Police Department and authorizing the trade in of forty-seven (47) old/outdated TK 380/390/3140 portable radios that are no longer needed, unnecessary and unfit for City use pursuant to Section 25 of the City Charter.

BACKGROUND INFORMATION:

By Resolution No. 025-14R, passed on May 27, 2014, the City Commission authorized the submission of an application for an Edward Byrne Memorial Justice Assistance Grant Program grant and was awarded grant funds in the amount of \$12,796.19. This grant will be used for the purchase of new Kenwood Portable Radios and their accessories. Forty-seven (47) of the SPD's existing Portable Radios are old/outdate and inoperable and it is recommended they be declared obsolete, unnecessary and unfit for City. These Portable Radios will be turned into Vasu Communications, Inc. for credit toward the purchase of the new Portable Radios.

The Ohio Cooperative Purchasing Program was created in 1985 and is administered by the State Department of Administrative Services. It allows local political subdivisions to purchase items that have been competitively bid from the successful state vendor thereby giving the City the benefit of the State's negotiated price and eliminating the necessity of formal bidding.

BUDGTETARY INFORMATION:

The total cost for this purchase of forty-seven (47) Kenwood Portable Radios with accessories and a six (6) port conditioner/analyzer/charger is \$38,037.13 and \$470.00 will be credited for the exchange of forty-seven (47) old portable radios, for a total expense of \$37,567.13. The grant award amount is \$12,796.19. The remaining \$24,770.94 will be paid with Capital Funds.

SANDUSKY, OHIO – HOME OF 'AMERICA'S ROLLER COAST'®

ACTION REQUESTED:

It is requested that the proper legislation be prepared authorizing the City Manager to enter into an agreement with Vasu Communications, Inc. of Avon, Ohio, for the purchase of forty-seven (47) Kenwood Portable Radios with accessories and a six (6) port conditioner/analyzer/charger through the State of Ohio Cooperative Purchasing Program #534000 for the Sandusky Police Department. It is further requested that this legislation be passed and take immediate effect in accordance with Section 14 of the City Charter in order to authorize the purchase of the portable radios, accessories and conditioner/analyzer/charger to allow the allocated grant funds to be accessed and expended at the earliest opportunity. In addition, the portable radios provide additional safety to the officers and enhance the Police Department

Phillip J. Frost
Assistant Chief, Sandusky Police Department

Approved:

I concur with this recommendation:

John Orzech, Police Chief

Eric Wobser, City Manager

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO DISPOSE OF FORTY SEVEN (47) RADIOS FROM THE POLICE DEPARTMENT AS HAVING BECOME UNNECESSARY AND UNFIT FOR CITY USE PURSUANT TO SECTION 25 OF THE CITY CHARTER; AND AUTHORIZING THE CITY MANAGER TO PURCHASE FORTY SEVEN (47) RADIOS WITH ACCESSORIES AND ONE (1) CONDITIONER/ANALYZER/CHARGER THROUGH THE STATE OF OHIO COOPERATIVE PURCHASING PROGRAM FROM VASU COMMUNICATIONS, INC., OF AVON, OHIO, FOR THE SANDUSKY POLICE DEPARTMENT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

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

WHEREAS, this City Commission previously approved 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 purchase of new portable radios by Resolution No. 025-14R, passed on May 27, 2014, and was subsequently awarded grant funds in the amount of \$12,796.19; and

WHEREAS, the Police Department currently has forty seven (47) portable radios that are old, outdated and inoperable and it is recommended that these forty seven (47) portable radios be declared obsolete, unnecessary and unfit for City use and be turned into Vasu Communications, Inc. for credit towards the purchase of the new Kenwood NX-300K2-SC portable radios; and

WHEREAS, the forty seven (47) new Kenwood NX-300K2-SC portable radios and one (1) conditioner/analyzer/charger are available through the State of Ohio Department of Administrative Services Cooperative Purchasing Program from Vasu Communications, Inc. of Avon, Ohio, thereby, allowing local political subdivisions to purchase items that have been competitively bid from the successful state vendor giving the City the benefit of the State's negotiated price and eliminating the necessity of formal bidding; and

WHEREAS, the total cost for forty seven (47) Kenwood NX-300K2-SC portable radios with accessories and one (1) conditioner/analyzer/charger is \$37,567.13, which includes a trade-in credit of \$470.00 for the forty seven (47) obsolete radios, and will be paid with grant funds in the amount of \$12,796.19 and the remaining balance of \$24,770.94 will be paid with Capital 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 purchase the radios with and accessories and allow the allocated grant funds to be accessed and expended at the earliest opportunity and to provide additional safety to the officers and enhance the Police Department; and

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

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

Section 1. This City Commission finds and determines that the forty seven (47) radios described in the preamble above are unnecessary and unfit for City use pursuant to Section 25

of the City Charter and the City Manager is authorized and directed to dispose of the personal property through a purchase and trade process.

Section 2. The City Manager is authorized and directed to purchase forty seven (47) radios with accessories and one (1) conditioner/ analyzer/charger for the Sandusky Police Department through the State of Ohio Cooperative Purchasing Program from Vasu Communications, Inc., of Avon, Ohio, at an amount **not to exceed** Thirty Seven Thousand Five Hundred Sixty Seven and 13/100 Dollars (\$37,567.13).

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: February 23, 2015

February 11, 2015

MEMORANDUM

TO: Eric Wobser, City Manager
FROM: Dave Degnan, Fire Chief
RE: Commission Agenda Item

ITEM FOR CONSIDERATION: Requesting legislation authorizing the disposal of surplus Fire & EMS equipment that has exceeded their recommended service life and are no longer in service for the Sandusky Fire Department and allowing 21 - Turnout Coats, 16 - Turnout Pants, 2 - Cardiac Monitor/Defibrillators, 3 - Ladder Belts, 3 - Cold Water Exposure Suits, 2 - Hazmat Training Suits, 1 - Cellar Nozzle, 1 - Siamese Water Appliance, 3 - Gated Wye Water Appliances, 1 - Storz Water Connection Elbow to be donated to the EHOVE Career Center Fire & Rescue Academy.

BACKGROUND INFORMATION: The EHOVE Fire & Rescue Academy has provided public safety training to the Sandusky Fire Department for many years which enables us to better serve the citizens of Sandusky and the surrounding areas. The academy has a limited inventory of supplies, equipment, structural firefighting clothing and a very limited budget. The items to be donated cannot be traded-in or sold and would greatly benefit students at the academy to work with equipment used in the local area.

These items would be donated and accepted in "as is" condition and allowing the items to be donated will further develop the positive working relationship the Sandusky Fire Department has with the EHOVE Career Center.

BUDGETARY INFORMATION: There will be no proceeds from the donation of the itemized equipment in this communication.

ACTION REQUESTED: It is requested that the proper legislation be prepared declaring this Fire & EMS equipment as unfit for City use as recommended by the Sandusky Fire Department and allowing these items to be donated to the EHOVE Career Center Fire & Rescue Academy. It is further requested that this be passed in accordance with Section 14 of the City Charter in order to provide the clothing to EHOVE Career Center Fire & Rescue Academy as soon as possible so they will be available for immediate use in their Fire & Rescue Training.

Approved:

I concur with this recommendation:

Dave Degnan, Fire Chief

Eric Wobser, City Manager

CC: Hank Solowiej, Finance Director

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE DISPOSAL OF STRUCTURAL FIREFIGHTING CLOTHING AND EQUIPMENT AS BEING UNNECESSARY AND UNFIT FOR CITY USE; APPROVING THEIR DONATION TO THE EHOVE CAREER CENTER FIRE & RESCUE ACADEMY; AND DECLARING THAT THIS RESOLUTION TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Sandusky Fire Department has twenty one (21) Turnout Coats, sixteen (16) Turnout Pants, two (2) Cardiac Monitor / Defibrillators, three (3) Ladder Belts, three (3) Cold Water Exposure Suits, two (2) Hazmat Training Suits, one (1) Cellar Nozzle, one (1) Siamese Water Appliance, three (3) Gated Wye Water Appliances, and one (1) Storz Water Connection Elbow that have exceeded their recommended service life and are no longer in service for the Sandusky Fire Department; and

WHEREAS, the EHOVE Career Center Fire & Rescue Academy has provided public safety training to the Sandusky Fire Department for many years which enables the Fire Department to better serve the citizens of Sandusky and the surrounding areas; and

WHEREAS, the EHOVE Career Center Fire & Rescue Academy has a limited inventory of supplies, equipment, structural firefighting clothing and a very limited budget and the items being donated cannot be traded-in or sold and would greatly benefit the students at the academy to work with equipment used in the area; 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 provide the firefighting clothing and equipment to the EHOVE Career Center as soon as possible so the items will be available for immediate use at the EHOVE Career Center's Fire & Rescue Training Academy; and

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

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

Section 1. This City Commission finds and determines that the twenty one (21) Turnout Coats, sixteen (16) Turnout Pants, two (2) Cardiac Monitor / Defibrillators, three (3) Ladder Belts, three (3) Cold Water Exposure Suits, two (2) Hazmat Training Suits, one (1) Cellar Nozzle, one (1) Siamese Water Appliance, three (3) Gated Wye Water Appliances, and one (1) Storz Water Connection Elbow, are unnecessary and unfit for City use pursuant to Section 25 of the City Charter and authorizes and directs the City Manager to dispose of the Structural Firefighting Clothing and Equipment by donating them to the EHOVE Career Center Fire & Rescue Academy.

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

validity of the remaining portions thereof.

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

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

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

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

Passed: February 23, 2015

February 11, 2015

MEMORANDUM

TO: Eric Wobser, City Manager
FROM: Dave Degnan, Fire Chief
RE: Commission Agenda Item

ITEM FOR CONSIDERATION: Requesting legislation authorizing the disposal of (11) eleven Class "A" dress uniform hats that have exceeded their recommended service life and are no longer in service for the Sandusky Fire Department and allowing (11) eleven Class "A" dress hats to be donated to the Catawba Island Volunteer Fire Department.

BACKGROUND INFORMATION: The Catawba Island Volunteer Fire Department has limited funding for dress uniforms for its membership and would benefit from this donation of the hats to help present a more professional appearance to the public.

These items would be donated and accepted in "as is" condition and allowing the items to be donated will further develop the positive working relationship the Sandusky Fire Department has with the Catawba Island Volunteer Fire Department.

BUDGETARY INFORMATION: There will be no proceeds from the donation of the (11) eleven Class "A" dress hats.

ACTION REQUESTED: It is requested that the proper legislation be prepared declaring the (11) eleven Class "A" dress hats as unfit for City use as recommended by the Sandusky Fire Department and allowing these items to be donated to the Catawba Island Volunteer Fire Department.

Approved:

I concur with this recommendation:

Dave Degnan, Fire Chief

Eric Wobser, City Manager

CC: Hank Solowiej, Finance Director

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE DISPOSAL OF ELEVEN (11) CLASS "A" DRESS UNIFORM HATS AS BEING UNNECESSARY AND UNFIT FOR CITY USE; APPROVING THEIR DONATION TO THE CATAWBA ISLAND VOLUNTEER FIRE DEPARTMENT.

WHEREAS, the Sandusky Fire Department has eleven (11) Class "A" Dress Uniform Hats that have exceeded their recommended service life and are no longer in service for the Sandusky Fire Department; and

WHEREAS, the Catawba Island Volunteer Fire Department has limited funding for dress uniforms for its membership and donating the hats would allow them to present a more professional appearance to the public and further develop the positive working relationship between the Sandusky Fire Department and the Catawba Island Volunteer Fire Department; 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 RESOLVED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. This City Commission finds and determines that the eleven (11) Class "A" Dress Uniform Hats are unnecessary and unfit for City use pursuant to Section 25 of the City Charter and authorizes and directs the City Manager to dispose of the (11) Class "A" Dress Uniform Hats by donating them to the Catawba Island Volunteer Fire Department.

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

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

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

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

PAGE 2 - RESOLUTION NO. _____

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

Passed:



DEPARTMENT OF PUBLIC WORKS

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: Aaron M. Klein, P.E.
Date: February 11, 2015
Subject: Commission Agenda Item, 2015 WTP Grit Tank Expansion

ITEM FOR CONSIDERATION: Legislation for approval to enter into an agreement for Professional Design Services with Jones & Henry Engineers, Ltd. (J&H) to design a grit removal process at the wastewater treatment plant. The project will be titled 2015 WTP Grit Tank Expansion.

BACKGROUND INFORMATION: The General Plan Update (Plan) was submitted for review and approval to Ohio EPA in November 2013. The Plan detailed several capital projects with a corresponding completion time frame. In a June 12, 2014 letter, OEPA supported the three proposed projects and corresponding schedules. The first project expands capacity of the wastewater treatment plant from 42 million gallons per day (MGD) to 48 MGD.

The Plan indicated that the "bottleneck" in the plant lay within the capacity of the grit tanks. The three existing tanks have a design capacity of 12 MGD. However during extreme events, staff can process between 40-42 MGD through these tanks. Over the past four months, Jones and Henry reviewed at least seven ideas and technologies that would achieve the required expansion. Capital cost, maintenance cost, energy cost, spatial analysis, capacity, removal efficiencies, and many other factors were discussed during the preliminary analysis, which was performed by J&H at no cost to the city. The chosen design alternative is to convert the space between the southern grit tanks into an aerated grit tank for use during high flow events. A 36-inch diameter pipe will also be run from the grit tank effluent channel to the primary distribution box.

Jones & Henry Engineers, Ltd. was the top-ranked design firm and selected to perform the final design of the 2015 WTP Grit Tank Expansion through the 2014-2015 biennial general Request for Statements of Qualifications process conducted at the beginning of 2014. J&H has significant experience at the Wastewater Treatment Plant via the first two plant expansions. They have also performed a preliminary evaluation of the existing grit system and several available technologies. Design will be completed within three months of the notice to proceed.

BUDGETARY INFORMATION: The final design cost is \$73,000.00 and will be funded by the Sewer Fund with partial reimbursement from Erie County per the Sewer Services Agreement.

ACTION REQUESTED: It is recommended that the proposed 2015 WTP Grit Tank Expansion project be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to continue implementation of the schedule detailed in the Plan Update.

I concur with this recommendation:

Eric Wobser
City Manager

cc: K. Kresser, Commission Clerk; H. Solowiej, Finance Director; D. Icsman, Law Director

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL DESIGN SERVICES WITH JONES & HENRY ENGINEERS, LTD. FOR THE 2015 WTP GRIT TANK EXPANSION PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the 2015 WTP Grit Tank Expansion project will provide for additional improvements to the grit handling system to allow increased capacity of the wastewater treatment plant from 42 million gallons per day (MDG) to 48 MGD as proposed and supported by the Ohio Environmental Protection Agency; and

WHEREAS, Jones & Henry will be providing services for the final design of a grit removal process for the wastewater treatment plant including preparation of the necessary Ohio EPA Permit to Install application and bidding documents for the project; and

WHEREAS, Jones & Henry was selected as the top-ranked design firm through the 2014-2015 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 provided services in the past for wastewater improvements and performed a preliminary evaluation of the existing grit system and several available technologies, resulting in a knowledge and understanding of the project providing a benefit to the City; and

WHEREAS, the cost of the professional design services is \$73,000.00 and will initially be paid with Sewer Funds with partial reimbursement from Erie County pursuant to the Sewer Services 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 order to continue implementation of the schedule detailed in the General Plan Update for planned improvements to the combined sewer 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 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 Jones & Henry Engineers, Ltd. for Professional Design Services for the 2015 WTP Grit Tank Expansion Project substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the terms of this Ordinance, at an amount **not to exceed** Seventy Three Thousand and 00/100 Dollars (\$73,000.00).

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

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

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

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

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

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

Passed: February 23, 2015

AGREEMENT
FOR
PROFESSIONAL DESIGN SERVICES

This Agreement for Professional Design Services (this “Agreement”), made as of _____, 2015, 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 Jones & Henry Engineers, Ltd. (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:	WWTP Grit Removal Improvements
Director of Engineering Services:	Aaron Klein, P.E.
Address:	Division of Engineering Services City of Sandusky 222 Meigs Street Sandusky, Ohio 44870
Company Name:	Jones & Henry Engineers, Ltd.
Contact:	Joseph Hotz, Project Manager
Address:	3103 Executive Parkway, Suite 300 Toledo, Ohio 43606

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, dispute, 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 Seventy Three Thousand (\$73,000.00). A change in the Basic Fee may be made only by an amendment in accordance with Subparagraph 9.5.2.

5.3.2. Additional Fees. For Additional Services provided by the 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 supersedes all prior negotiations, representations or agreements, either written or oral.

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

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

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

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

9.6. Governing Law

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

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

9.7. Notices

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

9.7.2. Facsimiles. For convenience of communication only, notices, certificates, requests, or other communications hereunder of fewer than ten (10) pages, except requests for payment, may be sent by facsimile transmission to the City at (419) 627-5933 and to the Architect/Engineer at 419-473-8924. 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.

Jones & Henry Ltd.

By: _____

By: _____

CITY OF SANDUSKY, OHIO

By: _____

Eric Wobser
City Manager

CERTIFICATE OF FUNDS

In the matter of: Agreement with Jones & Henry Ltd.

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: _____, 2015

CITY OF SANDUSKY, OHIO

By: _____
Hank Solowiej, CPA
Finance Director

Account Number

Amount



Jones & Henry Engineers, Ltd.

3103 EXECUTIVE PARKWAY, SUITE 300, TOLEDO, OHIO 43606 • 419/473-9611
www.jheng.com Fax • 419/473-8924

February 4, 2015

Mr. Aaron M. Klein
City Engineer
222 Meigs Street
Sandusky, OH 44870

Subject: City of Sandusky
WWTP Grit Removal Improvements
Proposal for Design Phase Engineering Services

Dear Mr. Klein:

As we have discussed during recent meetings, the wastewater treatment plant grit removal system requires some improvements to allow the handling of a peak flow rate of 48 million gallons per day (mgd) as proposed to Ohio EPA for reducing combined sewer overflows. The latest improvements to the grit handling facilities were constructed as part of the Phase I improvements in 2000 and were designed for a peak flow rate of 36 mgd through the three grit tanks. In order to provide capacity to periodically pass 48 mgd through the grit system during wet weather events, additional improvements are necessary.

The proposed improvements consist of converting space between the southern two grit tanks into an aerated grit tank for use during high flow events. The converted space will result in a grit tank that is 6 feet wide, 72 feet long, and 12.75 feet water depth. An air header will be installed on one side of the tank and the monorail on the adjacent tank will be modified and extended to allow a common clam shell bucket on a monorail mounted motorized trolley and two hoists to remove the grit from the new tank. A motorized gate will be installed on the tank inlet and a 36 inch diameter pipe will be run from the grit tank effluent channel to the primary distribution box. The improvements also include replacing an older blower used to aerate all of the grit tanks and repairing concrete found to have deteriorated in the original two aeration tanks once they have been taken out of service and drained.

This new grit tank will provide the hydraulic capacity to convey the additional 12.0 mgd flow rate and will provide for the removal of grit from the wet weather flow. The estimated construction cost for the improvement is about \$727,000.

We will prepare the necessary Ohio EPA Permit to Install application and the bidding documents for the project. Our fee for the services will not exceed \$73,000. Our monthly invoices will be based on the actual labor and expenses consumed to provide the services. It will take three months after we are authorized to proceed for us to have the documents ready to advertise for bids.



Jones & Henry Engineers, Ltd.

Mr. Aaron M. Klein
February 4, 2015
Page 2

We look forward to working with your team to achieve the goals of your wastewater system improvements. Please contact me if you need clarifications or additional information.

Sincerely,

JONES & HENRY ENGINEERS, LTD.

A handwritten signature in blue ink, reading "Dail C. Hollopeter", with a large, sweeping flourish extending to the right.

Dail C. Hollopeter, P.E.
Senior Vice President

DCH/bjm



DEPARTMENT OF PUBLIC WORKS

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: Aaron M. Klein, P.E., Director
Date: February 12, 2015
Subject: Commission Agenda Item – Annual Cost Sharing Fee

ITEM FOR CONSIDERATION: Authorization for the City Manager to issue payment for the annual cost sharing fee as per the signed, attached Memorandum of Agreement dated February 12, 2014, between the Erie Soil and Water Conservation District (ESWCD) and City of Sandusky.

BACKGROUND INFORMATION: The City has participated in this program since 2011 and has received many benefits from ESWCD. The Memorandum of Agreement (MOA) provides funding for the Soil and Water District for professional services performed on behalf of the City of Sandusky to meet requirements of the Ohio Environmental Protection Agency's (EPA) National Pollutant Discharge Elimination System (NPDES) Phase II storm water program for the co-permittees jurisdictions. The current co-permittees covered under the OEPA small Municipal Separate Storm Sewer Systems (MS4) permit are City of Sandusky, Erie County Engineer, City of Vermilion, Perkins Township, Margaretta Township and Village of Bay View. The current MOA is for one (1) year starting in calendar year 2014 with four (4) automatic one-year renewals.

The Soil and Water District has been very instrumental in helping the city fulfill these requirements. Some of the proposed assistance that the storm water coordinator will be to train city staff, illicit discharge detection and elimination, completion of the annual storm water report to the Ohio EPA, evaluation of storm water pollution prevention plans for city projects, and required monthly inspections for city projects.

BUDGETARY INFORMATION: The annual amount for continuing to participate with the Erie County NPDES Phase II Program is \$10,000.00. The annual cost will be paid with Sewer Funds since the Storm Water sub-fund will not be created until after April 1, 2015.

ACTION REQUESTED: It is recommended that the necessary legislation be approved and that it take immediate effect in accordance with Section 14 of the City Charter in order to make payment to Erie Soil and Water Conservation District for the annual fee due in the first quarter of each year pursuant to the existing Memorandum of Agreement.

I concur with this recommendation:

Eric Wobser
City Manager

cc: K. Kresser, Commission Clerk; H. Solowiej, Finance Director; D. Icsman, Law Director

Memorandum of Agreement
between
The Erie Soil & Water Conservation District
and
City of Sandusky

Upon this 12th day of Feb, 2014 this Memorandum of Agreement (Agreement) was entered into by and between the Erie Soil & Water Conservation District (District), and the City of Sandusky (City).

Mandated by Congress under the Clean Water Act, the National Pollutant Discharge Elimination System (NPDES) Storm Water Program is a comprehensive two-phased national program for addressing the non-agricultural sources of storm water discharges that adversely affect the quality of our nation's waters. The Program uses the NPDES permitting mechanism to require the implementation of controls designed to prevent harmful pollutants from being washed by storm water runoff into local water bodies. The Phase II Final Rule, published in the Federal Register on December 8, 1999, requires NPDES permit coverage for storm water discharges from certain regulated small municipal separate storm sewer systems (MS4s) and construction activity disturbing 1 acre of land and above.

The City has identified the District as the lead agency for the Erie County NPDES Phase II Program. Other county municipalities and townships have joined the Erie County NPDES Phase II program as co-permittees. Recognizing the need for a close working relationship in carrying out the responsibilities of the Phase II program for which each is charged, the City and the District enter into this Memorandum of Agreement as the foundation for an enduring cooperative relationship. Such cooperation allows for joint effort in the solution of problems relating to storm water management, land use planning, and the development of the soil and water resources within the urbanized areas of Erie County.

The District agrees to:

1. Employ a program coordinator qualified to guide the City in implementation of the NPDES Phase II Storm Water Rule, including assistance to select and implement minimum control measures to insure compliance with applicable requirements
2. Update and submit the revised Storm Water Management Plan (SWMP) and the NPDES Phase II permit application for the City to the Ohio Environmental Protection Agency (EPA) in compliance with EPA regulations and deadlines
3. Provide payment to EPA for the NPDES Phase II permit fees and annual discharge fees (Fees shall be paid from the yearly appropriation to District)
4. Collect data and reports from the City on the progress of the Phase II storm water management program, compile this information, and write and submit the NPDES Phase II Annual Report to the EPA in compliance with applicable regulations and deadlines
5. Develop and implement a storm water and non-point source pollution education program for the residents of and the local schools systems serving the urbanized areas

of Erie County that satisfies the Phase II minimum control measure for Public Education and Outreach in compliance with the SWMP

6. Provide resources and assistance for development and implementation of public meetings and events to inform citizens of the program and to create volunteer opportunities to gain public support that satisfies the Phase II minimum control measure for Public Participation and Involvement and SWMP
7. Provide informational resources and technical assistance as requested to assist in satisfying the Phase II storm water management plan requirements and to guide proper land use decisions
8. Keep City informed of updates to NPDES Phase II rules and regulations

The City agrees to:

1. Appoint one (1) representative and one (1) alternate to serve on the Clean Water Coalition, which will guide the development of the SWMP
2. Cooperate with the District to develop and implement programs that satisfy the Phase II minimum control measures for Illicit Discharge Detection & Elimination, Post Construction Runoff Control, and Good Housekeeping in accordance with the SWMP
3. Follow up on construction site Storm Water Pollution Prevention Plan (SWPPP) compliance issues within 30 days of original notice of violation from the District and take the necessary actions to bring the site into compliance, i.e. stop work orders and/or the issuance of fines
4. Provide the District with data, reports and other collected information to be used in the NPDES Phase II Annual Progress Report
5. Provide an appropriation in the amount of \$10,000, payable in the first quarter of each calendar year, to the Erie SWCD for the agreed term with an annual review for any adjustments that need to be made due to planned program objectives which shall be approved by the City and the District prior to implementation adjustments
6. Utilize best efforts to observe the principles of sound soil and water conservation, giving considerations to the need for storm water quantity and quality, erosion and sediment control measures, and natural resource protection, and compliance with NPDES permit requirements

It is mutually agreed:

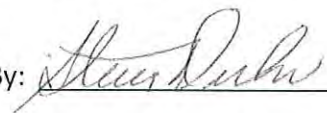
1. The District and the City shall meet yearly to review and, where possible, coordinate their individual progress and activities for maximum mutual benefit and update this document as necessary
2. The Erie County Commissioners will be the holder of the NPDES Phase II permit, but the City will be responsible for meeting the requirements of the NPDES Phase II Permit as it pertains to its operation
3. The District and the USDA Natural Resources Conservation Service (NRCS) prohibit discrimination in programs on the basis of race, color, national origin, sex, religion, age, disability, political beliefs, and marital or familial status

4. This agreement is effective for the period of one (1) year beginning on the effective date above with an automatic one year renewal each year for four (4) additional years unless one or both parties terminate by written notice as outlined below
5. This agreement may be terminated upon 30 days written notice by either party
6. The Clean Water Coalition shall meet quarterly or more often if deemed necessary by the majority of committee members

In witness whereof, this Agreement is executed and agreed to on the day, month, and year written above.

Erie Soil & Water Conservation District

City of Sandusky

By: 

By: 

Name: Steve Decha

Name: Nicole Ard

Title: chair

Title: City Manager

Erie Soil & Water Conservation District
Additional Services
Addendum

Municipalities and Villages:

The Erie Soil & Water Conservation District can provide the following services to each community under separate agreement for technical services to assist communities with the Phase II minimum control measure for Construction Site Runoff Control.

Townships:

Townships are currently covered under a Memorandum of Agreement with the Erie County Engineer's Office for Plan Review and Construction Site Runoff Control.

Additional Services:

1. Review plans for all commercial, residential and industrial developments, greater than one acre, and provide written comments regarding soil limitations, wetlands, riparian areas, and other natural resource considerations pertinent to the site
2. Review and approve Storm Water Pollution Prevention Plans (SWPPPs) for all commercial, industrial and residential developments, greater than one acre, in the political jurisdiction to ensure adequate plans for erosion and sediment control, natural resource protection, and water quality enhancement
3. Meet on site with the developer prior to the beginning of earth-moving activities to discuss implementation of proposed and project
4. Provide inspections of all aforementioned development sites and keep the jurisdiction informed of construction site SWPPP compliance

All services can be tailored based on the needs of the local community.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE FINANCE DIRECTOR TO MAKE PAYMENT TO THE ERIE SOIL & WATER CONSERVATION DISTRICT TO CONTINUE PARTICIPATION IN THE ERIE COUNTY NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PHASE II PROGRAM; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City Commission authorized the City Manager to enter into a Memorandum of Agreement with the Erie Soil & Water Conservation District for participation in the Erie County National Pollutant Discharge Elimination System (NPDES) Phase II Program for a period of one (1) year with four (4) automatic renewals by Ordinance No. 14-007, passed on January 27, 2014; and

WHEREAS, mandated by Congress under the Clean Water Act, the National Pollutant Discharge Elimination System (NPDES) Storm Water Program is a comprehensive two-phased national program for addressing the non-agricultural sources of storm water discharges that adversely affect the quality of our nation's water and the program uses the NPDES permitting mechanism to require the implementation of controls designed to prevent harmful pollutants from being washed by storm water runoff into local water bodies and the Phase II Final Rule, published in the Federal Register on December 8, 1999, requires NPDES permit coverage for storm water discharges from certain regulated Small Municipal Separate Storm Sewer Systems (MS4s) and construction activity disturbing 1 acre of land and above; and

WHEREAS, the City of Sandusky has participated in this program since 2011 and has received many benefits from Erie Soil & Water Conservation District and the Memorandum of Agreement provides funding to the Soil and Water District for professional services performed on behalf of the City to meet requirements of the Ohio Environmental Protection Agency's (OEPA) NPDES Phase II Storm Water Program for the co-permittee's jurisdictions; and

WHEREAS, the current co-permittess covered under the OEPA Small Municipal Separate Storm Sewer Systems (MS4) permit are the City of Sandusky, Erie County Engineer, City of Vermilion, Perkins Township, Margaretta Township and the Village of Bay View; and

WHEREAS, the City's annual cost to continue to participate in the Erie County NPDES Phase II Program is \$10,000.00 and will be paid with Sewer Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to continue participation in the program and make payment to the Erie Soil & Water Conservation District in the first quarter of each calendar year pursuant to the Memorandum of Agreement; and

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

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

Section 1. The City Manager and/or Finance Director is authorized and directed to expend funds to the Erie Soil & Water Conservation District to continue to participate in the Erie County National Pollutant Discharge Elimination System (NPDES) Phase II Program in an

amount **not to exceed** Ten Thousand and 00/100 Dollars (\$10,000.00) as required pursuant to the agreement.

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: February 23, 2015