



CITY OF SANDUSKY COMMISSIONERS
REGULAR SESSION AGENDA
January 11, 2010 at 5 p.m.
City Hall, 222 Meigs Street

INVOCATION, PLEDGE OF ALLEGIANCE

CALL TO ORDER

ROLL CALL

J. Farrar, B. Fuqua, J. Hamilton, D. Kaman, K. Nuesse, D. Waddington, P. Brown

APPROVAL OF MINUTES

Monday, December 28, 2009

Monday, January 4, 2010

PRESENTATION

Jim Cusick, Business Agent - Ironworkers Local 17

AUDIENCE PARTICIPATION

Agenda Items Listed Below Only (3 minute limit)

COMMUNICATIONS

Motion to accept all Communications submitted below

ITEM #1 – Submitted by Kathryn K. McKillips, Engineer

Budgetary Information: The cost of the Engineering Services is not to exceed \$85,000, to be paid with Water Funds.

ORDINANCE NO. ____: It is requested an Ordinance be passed authorizing and directing the City Manager to execute an agreement for professional design services with Arcadis U.S., Inc., for the Cedar Point Road Water Main Looping project; and declaring that this Ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM #2 – Submitted by Kathryn K. McKillips, Engineer

Budgetary Information: The Change Order No. 4 will increase the contract with Mosser Construction by \$23,233.28.

The revised contract amount is \$16,696,624.14 which remains within the original project budget. The City's share of the change order is \$14,195.53 to be paid with Sewer Funds through the project's OWDA loan. Erie County's share is \$9,037.75.

ORDINANCE NO. ____: It is requested an Ordinance be passed authorizing and directing the City Manager to approve the fourth Change Order for work being performed for the Wastewater Treatment Plant Expansion Project, Phase II, in the amount of \$23,233.28 to be paid to Mosser Construction of Fremont, Ohio, and granting an extension of the completion date to January 20, 2011; and declaring that this Ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM #3 – Submitted by Kathryn K. McKillips, Engineer

Budgetary Information: Funds for the payment of this service are routinely included in the operating budget of the Water Pollution Control Plant. The estimated amount of sludge for the first half of 2010 is 5,500,000 gallons at a price of \$.0273 per gallon. Therefore, the cost would be \$150,150.

ORDINANCE NO. ____: It is requested an Ordinance be passed authorizing and directing the City Manager to enter into a sixth month contract extension with Maple View Farms, LLC, of Castalia, Ohio, for the land application of sewage sludge from the Water Pollution Control Plant for calendar year 2010; and declaring that this Ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM #4 – Submitted by Edward A. Widman, Finance Director

Budgetary Information: There would be a savings of 9.8% for these electric accounts. The savings over 15 months is estimated to be greater than \$49,000. This savings is larger than the city residential and small commercial accounts aggregation program administered by AMP Ohio which provides a savings of 3%. Programs like these are available to larger users with usage greater than 700,000 KWH per year.

ORDINANCE NO. : ____: It is requested an Ordinance be passed authorizing the City Manager to enter into an Agreement with First Energy Solutions, substantially in the same form attached, for electric service for the city's largest accounts located in the City of Sandusky; and declaring that this Ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM #5 – Submitted by Michele Hall, Recreation Program Supervisor

Budgetary Information: There is no budgetary impact. The grant requires no matching funds from the City and will be used as full funding for the cost of the purchase.

RESOLUTION NO. ____: It is requested a Resolution be passed approving the submission of a Grant Application to the Sandusky Erie County Community Foundation for the purchase of fishing equipment for the 2010 "Take the Kids Fishing Derby" for the Recreation Department and, if awarded, authorizing the City Manager to execute any required agreements; and declaring that this Resolution shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM #6 – Submitted by Carrie R. Handy, Chief Planner/Transit Administrator

Budgetary Information: The MOU will not have a budgetary impact on the city's General Fund as the cost of providing transportation service for Board clients is covered by the fees charged per passenger through the MOU and public transit funds. The local revenues generated from this MOU assist the city in matching its federal transit dollars from the Federal Transit Administration. Without this revenue from the Board, the city would not be able to use its full appropriation from FTA as the city would not have sufficient local match to do so.

ORDINANCE NO. : _____: It is requested an Ordinance be passed authorizing and directing the City Manager to execute the Memorandum of Understanding between the City of Sandusky and the Erie County Board of Developmental Disabilities, substantially in the same form attached hereto; and declaring that this Ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM #7 – Submitted by Amanda Meyers, Paralegal & Carrie Handy, Chief Planner

Budgetary Information: The cost of this acquisition will be approximately \$141,100 to purchase the parcels, \$85,000 to demolish the structures and \$7,986.50 in title fees, escrow fees, deed preparation, and closing costs which will be funded by proceeds from the Neighborhood Stabilization Grant. An additional cost of \$1,797 in title fees, escrow fees, deed preparation and closing costs for two (2) properties not eligible for grant funding will be recouped by the City upon the sale of the property. The taxing districts will not collect the delinquent taxes, assessments, penalties and interest currently due and owing which amount to a total of \$63,491.98. However, by returning this abandoned nonproductive land to tax producing status, the taxing districts will begin collecting approximately \$8,577.90 yearly in real estate taxes and assessments.

RESOLUTION NO.: _____: It is requested a Resolution be passed approving and accepting certain real property for acquisition into the land reutilization program; and declaring that this Resolution 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

ADJOURNMENT

PROCLAMATION

WHEREAS, today we embrace and celebrate the legacy of a great American who understood, treasured and acted on the fundamental principles of freedom, opportunity and equal justice. Those assembled here and across America today are all beneficiaries of Dr. King's courage, dignity, integrity, and moral clarity. His leadership was borne of the rare union of a fierce intellect, penetrating vision, and God's grace; and

WHEREAS, more than forty years ago, Dr. King challenged Americans to share in his dream of a country in which all people would be judged by their deeds and their hearts. His genius, passion and sacrifice were recognized by our Nation in setting aside this day of January 18th – a day to remember, a day to reflect, a day to take action, and a day to do honor to the youngest recipient of the Nobel Peace Prize; and

WHEREAS, Dr. King warned Americans to reject what he called the "tranquilizing drug of gradualism" on the path to racial justice -- and to live up to the promises of our Constitution and Declaration of Independence. The time to act is today, not tomorrow. Racism is an invidious evil that harms both individuals, in obvious ways, and society as a whole in more subtle ways, by denying some of our citizens the opportunity to contribute more to our families and our communities, and thereby denying all of us the benefit of those minds and skills; and

WHEREAS, Dr. King understood that racism would not be defeated by mere platitudes or worldly possessions. Seeing clearly that material advancement does not equate to advancement of the human soul, Dr. King said that "We have learned to fly the air like birds and swim the sea like fish, but we have not learned the simple art of living together as brothers. Our abundance has brought us neither peace of mind nor serenity of spirit." Conversion comes from deep within; and

WHEREAS, the Congress of the United States has declared January 18, 2010, as "Martin Luther King, Jr. Day"; **NOW THEREFORE**

I, Daniel J. Kaman, President of the Sandusky City Commission, do hereby proclaim January 18, 2010 as

"DR. MARTIN LUTHER KING, JR. DAY"

in the City of Sandusky, Ohio. On this day, let all of us recommit to understanding that our neighbors, co-workers and fellow Americans are brethren united in service for all, as equals in God's eyes and accept that our vision will always be flawed by comparison. Finally, let us pray – for each other – for the Grace to overcome our human frailties so that all of us may see and value each other as God does.

Dated this 18th day of January, 2010.

Daniel J. Kaman, President
Sandusky City Commission
City of Sandusky, Ohio

To: Donald C. Icsman, Acting City Manager
From: Kathryn K. McKillips, Engineer
Date: December 29, 2009
Subject: Commission Agenda Item

ITEM FOR CONSIDERATION: Agreement for Professional Engineering Services with ARCADIS U.S., Inc., Toledo, Ohio for the Cedar Point Road Water Main Looping Project.

The Cedar Point Road Water Main Looping Project will connect the existing water main on Cedar Point Road to the water main on Cleveland Road. The existing Cedar Point Road water main is a dead-end water main. The road also has a City owned 100,000 gallon water tower which has exceeded its useful life. The City is repairing the water tower on a regular basis. The new water main will provide the peninsula with a second source of water for not only water quality but also fire protection. The demolition of the water tower will either be included in the loop project or be bid out as a separate project after the installation of the new water main loop. This will be determined during the design phase of the project.

This ordinance will authorize ARCADIS to perform design services and to obtain geotechnical services for the project. See the attached scope of work for detailed information.

ARCADIS was selected using a quality based selection process as described in Chapter 141 of the City's Codified Ordinances. Sixteen engineering firms submitted qualifications. The selection committee short-listed the group to three firms: Stantec, ARCADIS, and Jones & Henry. Based on the firm's experience, ability to perform, personnel experience, overall project scope, and unique knowledge of the City's water model, ARCADIS was determined to be the most qualified firm.

BUDGETARY INFORMATION: The cost of the Engineering Services is not to exceed \$85,000.00, to be paid with Water Funds.

ACTION REQUESTED: It is recommended that the Agreement for Professional Engineering Services with ARCADIS U.S., Inc., be approved and that the necessary legislation be passed under suspension of the rules in full accordance with Section 14 of the City Charter in order not to delay the project. The consultant's survey team is ready to begin work, and the construction of this project must begin in 2010 due to the deteriorating condition of the water tower on Cedar Point Road.

John Hancock, P.E., P.S.
Director of PED

I concur with this recommendation:

Donald C. Icsman
Acting City Manager

cc: Kelly Kresser, Interim City Commission Clerk
Ed Widman, Finance Director

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR PROFESSIONAL DESIGN SERVICES WITH ARCADIS U.S., INC., FOR THE CEDAR POINT ROAD WATER MAIN LOOPING PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City Commission authorized the submission of an application by the City Manager for financial assistance and to enter into a Project Agreement with the Ohio Public Works Commission for the proposed Cedar Point Road Water Main Looping Project by the passage of Resolution No. 020-09R, passed on August 24, 2009; and

WHEREAS, the City owns a 100,000 gallon water tower on Cedar Point Road which has exceeded its useful life and is being repaired on a regular basis; and

WHEREAS, the Cedar Point Road Water Main Looping Project involves connecting the existing water main on Cedar Point Road, which is a dead-end water main, to the water main on Cleveland Road that will provide the Cedar Point peninsula with a second source of water for not only water quality but fire protection as well; and

WHEREAS, pursuant to Chapter 141, Professional Design Services Selection, of the Codified Ordinances of the City sixteen (16) engineering firms submitted statements of qualifications and based on the firm's experience, ability to perform, personnel experience, overall project scope, and unique knowledge of the City's water model, ARCADIS U.S., Inc. was determined to be the most qualified; and

WHEREAS, the cost of these Engineering Services is \$85,000.00 and will be paid with Water 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 not to delay the project due to the deteriorating condition of the water tower on Cedar Point Road; 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 Division of Engineering of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The City Manager is authorized and directed to enter into an agreement with ARCADIS FPS, Inc., for Professional Design Services for the Cedar Point Road Water Main Looping Project substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, at an amount **not to exceed** Eighty Five Thousand and 00/100 Dollars (\$85,000.00).

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.

DANIEL J. KAMAN
PRESIDENT OF THE CITY COMMISSION

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

Passed: January 11, 2010

AGREEMENT
FOR
PROFESSIONAL DESIGN SERVICES

This Agreement for Professional Design Services (this “Agreement”), made as of _____, 2009, by and between the City of Sandusky (the “City”), whose contact person shall be the Director of Planning, Engineering and Development designated below or successor (the “City Engineer”), and ARCADIS U.S., Inc., (the “Architect/Engineer”), whose contact person and address are set forth below.

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

Project Name: **Cedar Point Road Water Main Looping Project**

Director of Planning, Engineering and Development: John Hancock, P.E., P.S.
Address: Department of PED
222 Meigs Street
Sandusky, Ohio 44870

Architect/Engineer: **ARCADIS U.S., Inc.**

Contact: Timothy A. Harmsen, PE
Address: ARCADIS U.S., Inc.
One Lake Erie Center
600 Jefferson Avenue, Suite 400,
P.O. Box 1808
Toledo, OH 43603-1808

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, disputation 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 **Eighty-five thousand Dollars (\$85,000.00)**. 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 one-half (2.5) times the Direct Personnel Expense incurred by the Architect/Engineer 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 percentages set forth in Subparagraph 5.4.1, together with Additional Services completely performed prior to the termination date. In such event, the Architect/Engineer shall be reimbursed only for Reimbursable Expenses incurred prior to the date of the notice of termination, unless the City consents in writing to the payment of Reimbursable Expenses incurred after that date.

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

8.1.5. Post-Termination Matters. If the City and the Architect/Engineer agree that any services are to be performed for the Project by the Architect/Engineer after any termination date, the amount of any compensation and the method and terms of payment of such compensation or any Reimbursable

Expenses related to such services shall be negotiated and set forth in an amendment to this Agreement in accordance with Subparagraph 9.5.2 prior to the commencement of such services. Such amendment and any relevant provisions of this Agreement shall survive termination of this Agreement.

8.2. Remedies

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

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1. Ownership and Use of Documents

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

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

9.2. Public Relations. Prior to completion of the Project, any public relations or publicity about the Project shall be solely within the control and with the consent of the City. The

Architect/Engineer shall not use the City's name or seal, nor any adaptation thereof, for any advertising or trade purposes, including without limitation press releases, without the express written consent of the City.

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

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

9.5. Extent of Agreement

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

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

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

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

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

9.6. Governing Law

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

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

9.7. Notices

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

9.7.2. Facsimiles. For convenience of communication only, notices, certificates, requests or other communications hereunder of fewer than ten (10) pages, except requests for payment, may be sent by facsimile transmission to the City at (419) 627-5933 and to the Architect/Engineer at (419) 473-2108. 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.

SIGNATURE PAGE TO FOLLOW

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

ARCADIS U.S., Inc.
("Architect/Engineer")

By: _____

CITY OF SANDUSKY

By: _____
Donald C. Icsman
Acting City Manager

CERTIFICATE OF FUNDS

In the matter of: Agreement with ARCADIS U.S., Inc.

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

Dated: _____, 2009

CITY OF SANDUSKY

By: _____
Edward A. Widman
Finance Director

Account Number

Amount

To: Donald C. Icsman, Acting City Manager
From: Kathryn K. McKillips, Engineer
Date: December 29, 2009
Subject: Commission Agenda Item

ITEM FOR CONSIDERATION: Change Order No. 4, General Trades and Electric Contract for the Wastewater Treatment Plant Expansion Project Phase II. The added work will be performed by Mosser Construction of Fremont, Ohio, in the amount of \$23,233.28. This Change Order includes two (2) item changes that are recommended for approval by the Project Manager, Jones & Henry Engineers, Ltd. and requested by City Staff.

1. Relocate the sludge storage and vector truck dumping area. ADD 23,233.28
2. Extend completion date by seven (7) days
New completion date is January 20, 2011.

The Ohio EPA has granted the City permission to use the old landfill on Old Railroad Road for the proposed Sludge Storage area. The storage area was originally planned to be built on the farm land at the entrance to the police firing range. After the plan was completed and project awarded, we found out that the police are planning to build a training facility at the firing range. It is understandable that the police would not want the sludge storage area in the vicinity of their facility. The change in location requires additional work by the contractor regarding preparing the land with cuts and fills, additional waterline and electric conduit and wiring to the facility, and light pole and light. In the end, this change order is a win-win. The landfill gets used for a beneficial purpose of sludge storage (maybe someday for compost), the farmer gets to continue to farm all the land in his lease, and the police do not have worry about the stench of sludge during their training sessions. City Manager and Engineering Liaison were notified about this proposed change order on November 16, 2009.

BUDGETARY INFORMATION: The Change Order No. 4 will increase the contract with Mosser Construction by \$23,233.28. The revised contract amount is \$16,696,624.14 which remains within the original project budget. The City's share of the change order is \$14,195.53 to be paid with Sewer Funds through the project's OWDA loan. Erie County's share is \$9,037.75.

ACTION REQUESTED: It is requested that the Wastewater Treatment Plant Expansion Project Phase II Change Order No. 4, General trades and electric contracts, in the amount of \$23,233.28 for work to be performed by Mosser

Construction, Fremont, Ohio, be approved in full accordance with Section 14 of the City Charter. The project schedule will be extended by seven days as a result of this change order. The contractor must schedule the waterline work with the subcontractor prior to the sub relocating to another job.

I concur with this recommendation:

Donald C. Icsman, Acting City Manager

John Hancock, P.E., P.S.
Director of PED

cc: Don Icsman, Law Director
Kelly Kresser, Interim Clerk of City Commission
Ed Widman, Finance Director

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO APPROVE THE FOURTH CHANGE ORDER FOR WORK BEING PERFORMED FOR THE WASTEWATER TREATMENT PLANT EXPANSION PROJECT PHASE II IN THE AMOUNT OF \$23,233.28 TO BE PAID TO MOSSER CONSTRUCTION OF FREMONT, OHIO, AND GRANTING AN EXTENSION OF THE COMPLETION DATE TO JANUARY 20, 2011; 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 an agreement with Jones & Henry Engineers, Ltd. for Professional Design Services for the Wastewater Treatment Plant Expansion Project Phase II by Ordinance No. 07-010, passed on February 12, 2007, and subsequently amended by Ordinance No. 08-060, passed on July 14, 2008; and

WHEREAS, this City Commission declared the necessity to proceed with the Wastewater Treatment Plant Expansion Project Phase II by Resolution No. 021-08R, passed on August 25, 2008; and

WHEREAS, this City Commission approved the awarding of Contracts G (General Trades) & E (Electrical) to Mosser Construction of Fremont, Ohio, for work being performed for the Wastewater Treatment Plant Expansion Project Phase II by Ordinance No. 08-102, passed on October 14, 2008; and

WHEREAS, this City Commission authorized the City Manager to enter into an agreement with Jones & Henry Engineers, Ltd. for Professional Construction Services, which include reviewing and making recommendations on requests for change orders, for the Wastewater Treatment Plant Expansion Project Phase II by Ordinance No. 08-117, passed on November 10, 2008; and

WHEREAS, this Fourth Change Order provides for two (2) item changes that are recommended for approval by the Project Manager, Jones & Henry Engineers, Ltd. and are listed as follows:

- | | | | |
|----|--|-------|-------------|
| 1. | Relocate the sludge storage and vector truck dumping area. | ADD | \$23,233.28 |
| 2. | Extend completion date by seven (7) days. New completion date is January 20, 2011. | | |
| | | TOTAL | \$23,233.28 |

WHEREAS, the current contract with Mosser Construction is \$16,673,390.86 and with the addition of this Fourth Change Order in the amount of \$23,233.28, the revised contract cost is \$16,696,624.14, and pursuant to the Sewer Services Agreement the City's portion of the change order is 61.1% or \$14,195.53 and will be paid with Sewer Funds through the project's OWDA loan and the County's share is 38.9% or \$9,037.75; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to allow the contractor to schedule the waterline work with the subcontractor prior to the subcontractor relocating to another project; and

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

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

Section 1. The City Manager is hereby authorized and directed to approve this Fourth Change Order for work performed for the Wastewater Treatment Plant Expansion Project Phase II in an amount **not to exceed** Twenty Three Thousand Two Hundred Thirty Three and 28/100 Dollars (\$23,233.28) to be paid to Mosser Construction of Fremont, Ohio, and to extend the completion date to January 20, 2011.

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.

DANIEL J. KAMAN
PRESIDENT OF THE CITY COMMISSION

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

COMMISSION

Passed: January 11, 2010

TO: Donald C. Icsman, Acting City Manager
FROM: Kathryn K. McKillips, P.E., Engineer
DATE: December 29, 2009
RE: Commission Agenda Item

ITEM FOR CONSIDERATION: Legislation to enter into a six month contract extension for land application of sewage sludge for calendar year 2010.

In 2006 a contract was awarded upon competitive bidding to Maple View Farms, LLC, of Castalia, Ohio, for land application of sewage sludge for the calendar year 2007 at a price of \$.0273 per gallon. The contract documents included a provision for the potential of two (2) one year extensions of the contract price and terms based upon the mutual consent of the City and Maple View Farms. The contract has been extended through 2009. Due to the Wastewater treatment Plant Expansion Project, staff is requesting that Maple View Farms' contract be extended for six months. Because land application is a long term commitment, bidding half year contract is not feasible. \$.0273 per gallon has been the price for sludge removal for the past three years with Maple View Farms. The City has a good working relationship with Maple View Farms. Continuing this price into 2010 makes sense since sludge disposal will need to be bid out after the new equipment is installed as part of the expansion project.

The expansion project involves the installation of a centrifuge that will allow plant staff to vary the amount of water in the sludge that will need to be disposed. Maple View Farms currently land applies the sludge in liquid form. Any variation to the current consistency of the sludge will change the price of disposal. After the centrifuge is installed, sludge disposal will need to be bid out allowing the contractor to charge based on the consistency of the sludge. The centrifuge is scheduled to be installed by July. **If the installation is delayed, an extension with Maple View Farms may be necessary.**

BUDGETARY INFORMATION: Funds for the payment of this service are routinely included in the operating budget of the Water Pollution Control Plant. The estimated amount of sludge for the first half of 2010 is 5,500,000 gallons at a price of \$.0273 per gallon. Therefore, the cost would be \$150,150.00.

ACTION REQUESTED: It is requested that the proper legislation be prepared to enter into a Six month extension with Maple View Farms, LLC of Castalia, Ohio for land application of sewage sludge for the calendar year 2010 in an amount not to exceed \$150,150.00. It is further requested that the legislation take immediate effect in accordance with Section 14 of the City Charter to allow the execution of the contract extension as soon as possible since the prior contract expired on December 31, 2009.

I concur with this recommendation:

Donald C. Icsman, Acting City Manager

cc: Edward A. Widman, Finance Director
Jeffrey Meinert, Water Pollution Control Plant Superintendent

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A SIXTH MONTH CONTRACT EXTENSION WITH MAPLE VIEW FARMS, LLC, OF CASTALIA, OHIO, FOR THE LAND APPLICATION OF SEWAGE SLUDGE FROM THE WATER POLLUTION CONTROL PLANT FOR CALENDAR YEAR 2010; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City Commission authorized and directed the City Manager to enter into a contract with Maple View Farms, LLC, of Castalia for the land application of sewage sludge from the Water Pollution Control Plant for the calendar year 2007 by passage of Ordinance No. 06-075, passed on August 14, 2006, which included a provision for two (2) one-year extensions by mutual agreement between the City of Sandusky and Maple View Farms, LLC; and

WHEREAS, the City's Waste Water Treatment Plant Expansion Project involves the installation of a centrifuge that will allow staff to vary the amount of water in the sludge and any change to the current consistency of the sludge will change the price of disposal; and

WHEREAS, Maple View Farms currently land applies the sludge in liquid form and once the centrifuge is installed at the Waste Water Treatment Plant, which is scheduled to be installed by July of 2010, the disposal of sludge will need to be bid out allowing the contractor to charge based on the consistency of the sludge; and

WHEREAS, the estimated amount of sludge for the first six months of 2010 is 5,500,000 gallons at a contract rate of \$0.0273 per gallon, not to exceed \$150,150.00, and funds for the payment of this service are routinely included in the operating budget of the Water Pollution Control Plant; and

WHEREAS, this legislation should be passed under suspension of the rules as an emergency measure in accordance with Section 14 of the City Charter in order to allow the execution of the contract extension as soon as possible since the prior contract expired on December 31, 2009; 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 Division of Engineering of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The City Manager is authorized and directed to enter into a sixth month contract extension with Maple View Farms, LLC, of Castalia, Ohio, for the land application of sewage sludge from the Water Pollution Control Plant for the first six months of calendar year 2010, in the amount of **\$.0273 per** gallon or an amount **not to exceed** One Hundred Fifty Thousand One Hundred Fifty and 00/100 Dollars (\$150,150.00). Said land application shall be provided in accordance with the proposal of the said Maple View Farms, LLC, currently on file in the office of the Director of

Planning, Engineering & Development and the bid specifications in relation thereto which are made a part of said contract and agreement as if fully rewritten therein.

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.

DANIEL J. KAMAN
PRESIDENT OF THE CITY COMMISSION

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

COMMISSION

Passed: January 11, 2010

To: Donald C. Icsman, Acting City Manager
From: Edward A. Widman, Finance Director
Date: December 31, 2009
Subject: Commission Agenda Item

Item for Consideration: Agreement with FirstEnergy Solutions for services related to electric service for the city's largest accounts. The service addresses are 222 Meigs Street (City Building), 304 Harrison Street (Water Pollution Control Plant), 1024 Cement Avenue (Service Center), 600 W Market Street (Central Fire Station) and 101 Cedar Point Drive (Pier Track Sewer Pump Station).

Budgetary Information: There would be a savings of 9.8% for these electric accounts. The savings over 15 months is estimated to be greater than \$49,000. This savings is larger than the city residential and small commercial accounts aggregation program administered by AMP Ohio which provides a savings of 3%. Programs like these are available to larger users with usage greater than 700,000 KWH per year.

Action Requested: It is recommended the City Commission approve an ordinance authorizing the City Manager to execute an agreement with FirstEnergy Solutions under suspension of the rules in accordance of Section 14 of the City Charter in order to execute the agreement prior to the expiration date of January 13, 2010 and maximize this savings opportunity.

Attachments

CC12312009

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH FIRST ENERGY SOLUTIONS, SUBSTANTIALLY IN THE SAME FORM ATTACHED, FOR ELECTRIC SERVICE FOR THE CITY'S LARGEST ACCOUNTS LOCATED IN THE CITY OF SANDUSKY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, approval is requested to enter into an agreement with First Energy Solutions for electric service for the City's largest service accounts which are City Hall, the Water Pollution Control Plant, Service Center, Central Fire Station and the Pier Track Sewer Pump Station located on Cedar Point Drive which provides a 9.8% savings on these electric accounts, estimated to be greater than \$49,000.00 over a 15 month period; and

WHEREAS, the City currently has a City-wide aggregation program which provides a 3% savings for residential and small commercial customers administered through AMP Ohio, Inc.; and

WHEREAS, this program is available to larger users with usage greater than 700,000 KWH per year and offers a greater savings to the City's largest accounts; and

WHEREAS, this legislation should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to execute this agreement prior to the offer expiration date of January 13, 2010 and maximize this savings opportunity; and

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

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

Section 1. The City Manager is hereby authorized and directed to enter into a Customer Supply Agreement for electric service for the City's services located At 222 Meigs Street (City Hall), 304 Harrison Street (Water Pollution Control Plant), 1024 Cement Avenue (Service Center), 600 W. Market Street (Central Fire Station) And 101 Cedar Point Drive (Pier Track Sewer Pump Station), substantially in the same form as Exhibit "1", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Ordinance, between the City of Sandusky and First Energy Solutions on behalf of the City of Sandusky, Ohio.

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

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

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

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

DANIEL J. KAMAN
PRESIDENT OF THE CITY COMMISSION

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

COMMISSION

Passed: January 11, 2010



To: Don Icsman, Acting City Manager
From: Michele Hall, Recreation Program Supervisor
Date: January 4, 2010
Subject: Commission Agenda Item

ITEMS FOR CONSIDERATION:

Requesting legislation for the approval of the submission of a grant application to the Sandusky Erie County Community Foundation - Deadline of February 1, 2010; for \$1,391.65 for the purchase of:

- 50 Zebco Fishing Poles = \$619.15
- 50 Kids Tackle Box = \$417.50
- 50 Needle Nose Pliers = \$134.50
- 3, 24-pack hooks = \$25.50
- 50 Casting Sinkers = \$195.00

Each year, the City of Sandusky Recreation Division partners with the Erie MetroParks to provide an event called, "Take the Kids Fishing Derby". This past year, our organizations also partnered with the Western Basin Sport Fishing Association to team up our area youth with amateur and professional fisherman for the day. The event is held annually during the weekend of the "Free Fishing Days" schedule through the Ohio Department of Natural Resources. The morning provides education to our area youth on fishing safety, technique, and how to weigh and measure their fish. At the end of the event, youth are awarded prizes in their age divisions for weight and measurements of the fish they catch. The 2010 event will be held Saturday, May 1 at Shoreline Park.

Through the event, we have found that many of our area youth enjoy the sport of fishing, but do not have the money to purchase their own fishing equipment. Our organizations would like to take the opportunity through this event, to distribute the fishing equipment to the first 50 registrants that attend the "Take the Kids Fishing Derby."

BUDGETARY INFORMATION: There is no budgetary impact. The grant requires no matching funds from the City and will be used as full funding for the cost of the purchase.

ACTION REQUESTED: It is requested that the proper legislation be prepared to allow for the approval of the submission of the grant applications and if awarded for the City Manager to execute any required agreements and expend funds consistent with the agreements. It is further requested that this be passed to take immediate effect in accordance with Section 14 of the City Charter in order to submit the grant applications before the required deadlines and execute any grant agreements and lawfully expend funds, if awarded, at the earliest opportunity.

Approved:

Michele Hall
Recreation Program Supervisor

Sharon Evanich
Grants Administrator

I concur with this recommendation:

Don Icsman
Acting City Manager

RESOLUTION NO. _____

A RESOLUTION APPROVING THE SUBMISSION OF A GRANT APPLICATION TO THE SANDUSKY ERIE COUNTY COMMUNITY FOUNDATION FOR THE PURCHASE OF FISHING EQUIPMENT FOR THE 2010 "TAKE THE KIDS FISHING DERBY" FOR THE RECREATION DEPARTMENT AND, IF AWARDED, AUTHORIZING THE CITY MANAGER TO EXECUTE ANY REQUIRED AGREEMENTS; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, annually the Sandusky Recreation Department partners with the Erie MetroParks for a "Take the Kids Fishing Derby" event which is held during the weekend of the "Free Fishing Days" scheduled through the Ohio Department of Natural Resources and this event provides education to area youth on fishing safety, technique, weighing and measuring; and

WHEREAS, many area youth enjoy the sport of fishing but do not have the funds to purchase their own fishing equipment and this grant would provide for the purchase of fishing equipment that would be distributed to the first 50 registrants of the "Take the Kids Fishing Derby" event; and

WHEREAS, this legislation should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to submit the grant application to the Sandusky Erie County Community Foundation before the deadline of February 1, 2010, and, if awarded, to accept and expend funds at the earliest opportunity to assist the Recreation Department with the "Take the Kids Fishing Derby" event; and

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

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

Section 1. This City Commission hereby approves and authorizes the submission of a grant application to the Sandusky Erie County Community Foundation for funding to purchase fishing equipment for the 2010 "Take the Kids Fishing Derby" event and authorizes and directs the City Manager and/or Finance Director to execute any grant agreements and to lawfully expend funds consistent with the applications should they be awarded.

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.

DANIEL J. KAMAN
PRESIDENT OF THE CITY COMMISSION

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

COMMISSION

Passed: January 11, 2010

MEMORANDUM TO: Donald C. Icsman
Acting City Manager

FROM: Carrie R. Handy
Chief Planner/Transit Administrator

DATE: January 4, 2010

SUBJECT: **Agenda Item for January 11, 2010 City Commission Meeting**
City of Sandusky and the Erie Co. Board of DD
Memorandum of Understanding for the Provision of Transportation
Services by the Sandusky Transit System

ITEM FOR CONSIDERATION: Approval of the Memorandum of Understanding (MOU) between the City of Sandusky and the Erie County Board of Developmental Disabilities.

PURPOSE: The purpose of the proposed MOU is to allow the Sandusky Transit System to provide contract transportation service for the Erie County Board of Developmental Disabilities.

BACKGROUND INFORMATION: The City of Sandusky/Sandusky Transit System has provided transportation for Board of DD clients to and from the Double S workshop on Galloway Road and to other work sites since 1993. The proposed legislation would allow that service to continue for the year 2010.

The Board of DD has advised City staff that the Board has voted to approve the attached new MOU with the City for 2010 to provide transportation for Board enrollees. The rates which the City charges the Board per passenger will remain the same as they were in 2009.

BUDGETARY IMPACT: The MOU will not have a budgetary impact on the City's general fund as the cost of providing transportation service for Board clients is covered by the fees charged per passenger through the MOU and public transit funds. The local revenues generated from this MOU assist the City in matching its federal transit dollars from the Federal Transit Administration. Without this revenue from the Board, the City would not be able to use its full appropriation from FTA as the City would not have sufficient local match to do so.

ACTION REQUESTED: It is requested that the City Commission approve legislation authorizing the City Manager to execute the attached Memorandum of Understanding. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter so that the City of Sandusky/Sandusky Transit System can continue to provide service for the Erie Co. Board of Developmental Disabilities for CY 2010 under this new Memorandum of Understanding.

I concur with this recommendation:

Donald C. Icsman
Acting City Manager

Carrie R. Handy
Chief Planner/Transit Administrator

cc: Donald Icsman, Law Director
Edward Widman, Finance Director
Joyce Brown, Commission Clerk

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SANDUSKY AND THE ERIE COUNTY BOARD OF DEVELOPMENTAL DISABILITIES, SUBSTANTIALLY IN THE SAME FORM ATTACHED HERETO; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City Commission authorized the execution of the Memorandum of Understanding between the City and the Erie County Board of Mental Retardation and Developmental Disabilities for the by Ordinance No. 04-209, passed on December 27, 2004; and

WHEREAS, the Sandusky Transit System has provided transportation Erie County Board of Developmental Disabilities clients to and from the Double S workshop and other work sites since 1993 and has been operating under the Memorandum of Understanding passed in 2004; and

WHEREAS, this proposed Memorandum of Understanding has been updated and approved by the Erie County Board of Developmental Disabilities and would allow transportation services to continue for the CY 2010; 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 providing this service for the Erie County Board of Developmental Disabilities for CY 2010 in accordance to this new proposed Memorandum of Understanding; and

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

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

Section 1. The City Manager be and hereby is authorized to execute the Memorandum of Understanding with the Erie County Board of Developmental Disabilities for transportation services for the period from January 1, 2010 to December 31, 2010, substantially in the same form as reflected in Exhibit "A" which is attached and specifically incorporated as if fully rewritten herein together with such revisions or additions as are approved by the Law Director as not being substantially adverse to the City and being consistent with the objectives and requirements of this Ordinance and with carrying out the City's public purposes.

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

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

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

DANIEL J. KAMAN
PRESIDENT OF THE CITY COMMISSION

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

COMMISSION

Passed: January 11, 2010

TO: Don Icsman, Acting City Manager

FROM: Amanda Meyers, Paralegal
Carrie Handy, Chief Planner

DATE: January 4, 2010

RE: City Commission Agenda Item

ITEM FOR CONSIDERATION: Legislation requesting approval for the City Manager to accept eleven (11) parcels of tax delinquent nonproductive land situated within the City of Sandusky through the City of Sandusky's Land Reutilization Program for the purpose of facilitating reutilization of the nonproductive land. Three (3) of the parcels are vacant lots that will be acquired by a gift of deed in lieu of foreclosure, one (1) parcel with a condemned structure will be acquired through forfeiture, and the remaining seven (7) parcels have condemned and/or blighted structures that will be purchased utilizing Neighborhood Stabilization Program (NSP) grant funds. All of the structures will be demolished utilizing NSP grant funds and the vacant lots will be placed in the Land Reutilization Inventory.

BACKGROUND INFORMATION: Pursuant to Ordinance No. 07-026 passed June 11, 2007, the City is conducting a Land Reutilization Program in accordance with the provisions of Chapter 5722 of the Ohio Revised Code to acquire vacant and abandoned tax delinquent property with the future goal of productive reuse of the land. The City's ability to assemble land for reuse and redevelopment is critical to stabilizing and rebuilding Sandusky's neighborhoods and is necessary for neighborhood revitalization.

The goal of the City of Sandusky's Land Reutilization Program is to return vacant and abandoned tax delinquent property to productive use that benefits the community. If a property is not producing tax revenues, less money is collected and available for enhancements back in to the community. Also, because the property is abandoned, it is not maintained and often becomes an illegal dumping ground. The City spends thousands of dollars a year maintaining weeds and nuisance conditions on abandoned properties. By returning the property back to a long-term tax producing status, more revenue is generated and available for community improvements and the City will not have to expend funds to maintain it.

In 2009, Erie County received \$1,267,000 in Neighborhood Stabilization Program grant funds that are being administered by Erie Regional Planning of which approximately \$900,000 are available for use by the City of Sandusky. These funds can only be utilized for the following activities:

1. Demolition of vacant, dilapidated (condemned) residential structures that are blighting influences on the neighborhoods.

2. Acquisition of nonproductive vacant lots for Land Reutilization (Land Bank) where a dwelling has been demolished in the past.
3. Acquisition of vacant, dilapidated (condemned) residential structures that have been foreclosed upon and reclaimed by the plaintiff bank. The City will demolish the structures and the cleared property shall be placed in the City's Land Reutilization Program (Land Bank) and be made available to adjoining property owners for yard expansion or to private developers to facilitate the development of new affordable infill housing.
4. Acquisition and rehabilitation of structurally sound housing that has been foreclosed upon and reclaimed by the plaintiff bank. The property shall be acquired for a nonprofit corporation to rehabilitate to current zoning and building standards in order to provide housing for low to moderate income families.

The Neighborhood Stabilization program grant was awarded to Erie County in April with a mandate that seventy five percent (75%) of the grant funds must be obligated to a project address by March 31, 2010 allowing only 12 months in order to train, plan, organize and expend the funds. The first six (6) months were spent in training, attending seminars and meeting with all of the governmental entities located within Erie County to organize and coordinate a plan of action, leaving only six (6) months to obligate the funds.

The following activities have been budgeted for expenditure by the City of Sandusky pursuant to Erie County's Neighborhood Stabilization Program:

- a. Demolition without acquisition of at least twenty (20) blighted, vacant and public nuisance residential structures;
- b. Acquisition and rehabilitation of eight (8) vacant structurally sound dwellings in neighborhoods with the highest low and moderate income populations working in conjunction with Habitat for Humanity, Volunteers of America and ARC of Erie County;
- c. Acquire, land bank, demolish and maintain at least twenty (20) properties through the City's Land Reutilization Program in target neighborhoods;
- d. Provide homebuyer counseling.

The projects listed above will primarily be conducted within three target areas within the City of Sandusky identified as:

- a. Kilbourne Plat Area, which is identified as the area bounded by Meigs Street to the east, Monroe Street to the south, Shelby Street to the west and Sandusky Bay to the north.
- b. The Hancock Street Acquisition Zone, which is identified as the area bounded by Franklin Street to the east, Scott Street to the south, Wayne Street to the west and Monroe Street to the north.
- c. The Southside Neighborhood, which is identified as the area bounded by Hayes Avenue (State Route #4) on the east, Perkins Avenue on the south, Mills Street on the west and the mainline railroad tracks that divide the City on the north.

The purpose of the NSP project is to improve neighborhood appearance and livability, while preserving market value of neighborhoods. This goal will be obtained through the following objectives:

1. Eliminate blighting influences on neighborhoods.
2. Reduce population loss.
3. Eliminate safety hazards presented by unsafe structures.
4. Make property available for land reutilization (land banking) and redevelopment.
5. Provide housing for families with low to moderate income levels.
6. Provide homeownership opportunities or transitional housing opportunities.

The eleven (11) parcels requested for acquisition have been deemed to be necessary and/or beneficial to the Land Reutilization Program efforts and approved by the following quorum of the Land Bank Committee:

1. Carrie Handy - Chief Planner
2. Julie Farrar – City Commissioner
3. Charlie Sams - Acting Chief of Police

The City will assume possession and control of the parcels of nonproductive land which will be deposited in the City's Land Reutilization Inventory. The City will receive title free and clear of all liens and encumbrances except easements and covenants of record running with the land. The County Auditor will remove from the tax lists and duplicates all taxes, assessments, charges, penalties, and interest that are due and payable on the land at the time of sale to the City. All lands acquired and held in the Land Reutilization Inventory are deemed to be real property used for a public purpose and are exempt from taxation until sold.

Nine (9) of the nonproductive land parcels will be placed in the Land Reutilization Inventory in order to market for future development. The remaining two (2) nonproductive land parcels have been requested for acquisition by the adjoining property owners. If this Resolution is approved, a request for approval of separate Ordinances to enter into a purchase agreement for the sale of each of the parcels will be presented to the City Commission for approval at a future date.

BUDGET IMPACT: The cost of this acquisition will be approximately \$141,100 to purchase the parcels, \$85,000 to demolish the structures and \$7,986.50 in title fees, escrow fees, deed preparation, and closing costs which will be funded by proceeds from the Neighborhood Stabilization Grant. An additional cost of \$1,797.00 in title fees, escrow fees, deed preparation, and closing costs for two (2) properties not eligible for grant funding will be recouped by the City upon the sale of the property. The taxing districts will not collect the delinquent taxes, assessments, penalties and interest currently due and owing which amount to a total of \$63,491.98. However, by returning this abandoned nonproductive land to tax producing status, the taxing districts will begin collecting approximately \$8,577.90 yearly in real estate taxes and assessments.

ACTION REQUESTED: It is requested legislation be adopted allowing the City Manager to accept the eleven (11) parcels of land through the City of Sandusky's Land Reutilization Program. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter in order to proceed with obligating the funds before the deadline of March 31, 2010.

Amanda J. Meyers
Paralegal

Carrie R. Handy
Chief Planner

I concur with this recommendation:

Donald C. Icsman, Acting City Manager

RESOLUTION NO. _____

A RESOLUTION APPROVING AND ACCEPTING CERTAIN REAL PROPERTY FOR ACQUISITION INTO THE LAND REUTILIZATION PROGRAM; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

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

WHEREAS, the City is requesting acceptance of three (3) parcels of nonproductive land and eight (8) parcels of condemned and blighted property situated within the City of Sandusky as further described in attached Exhibit "A"; and

WHEREAS, it is necessary to acquire the nonproductive land parcels and condemned and blighted property in accordance with the City of Sandusky's Land Reutilization Program in order to facilitate reutilization of the nonproductive land or condemned and blighted property to support neighborhood revitalization and development within the City; and

WHEREAS, upon City Commission approval to accept the three (3) nonproductive land parcels and eight (8) parcels of condemned and blighted property, nine (9) parcels will be placed in the Land Reutilization Inventory in order to market for future development and the remaining two (2) parcels which have been requested for acquisition by the adjoining property owners will be presented to this City Commission by Ordinance in the future for approval to enter into purchase and sale agreements for each of the parcels; and

WHEREAS, in 2009, Erie County received \$1,267,000 in Neighborhood Stabilization Program grant funds that are administered by Erie Regional Planning of which \$900,000 are available for use by the City of Sandusky; and

WHEREAS, the cost of the acquisitions will be approximately \$141,100.00 to purchase the parcels, \$85,000.00 for the demolition of the structures and \$7,986.50 in title fees, escrow fees, deed preparation and closing costs for a total of \$233,986.50 which will be paid with NSP funds and the additional cost of \$1,797.00 in title fees, escrow fees, deed preparation and closing costs for the properties not eligible for grant funding will be recouped by the City upon sale of the property; and

WHEREAS, this legislation should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to allow the City Manager to accept these eleven (11) parcels of land into the City's Land Reutilization Program in order to proceed with obligating the funds before the deadline of March 31, 2010; and

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

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

Section 1. This City Commission hereby approves and accepts for acquisition into the Land Reutilization Program three (3) parcels of nonproductive land and eight (8) parcels of condemned and blighted property situated within the City of Sandusky, as further described in Exhibit "A", a copy of which is attached to this Ordinance and specifically incorporated herein.

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Section 2. This City Commission authorizes and directs the City Manager to acquire the nonproductive land and/or condemned and blighted property in accordance with the City of Sandusky's Land Reutilization Program in order to facilitate reutilization of the nonproductive land and/or condemned and blighted property to support neighborhood revitalization and development within the City.

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 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.

DANIEL J. KAMAN
PRESIDENT OF THE CITY COMMISSION

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

Passed: January 11, 2010