



**SANDUSKY CITY COMMISSION  
REGULAR SESSION AGENDA  
SEPTEMBER 10, 2018 at 5 p.m.  
CITY HALL, 222 MEIGS STREET**

INVOCATION	Wes Poole
PLEDGE OF ALLEGIANCE	
CALL TO ORDER	
ROLL CALL	W. Poole, D. Brady, N. Lloyd, D. Murray, N. Twine, D. Waddington & G. Lockhart
APPROVAL OF MINUTES	August 27, 2018
AUDIENCE PARTICIPATION	
COMMUNICATIONS	Motion to accept all communications submitted below
CURRENT BUSINESS	

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#### **CONSENT AGENDA ITEMS**

##### **SECOND READING**

##### **A. Submitted by Submitted by Hank Solowiej, Finance Director**

##### **CONTRACT WITH THE ASHLEY GROUP FOR CONSULTING & BROKERAGE SERVICES FOR THE CITY'S HEALTH INSURANCE PROGRAM**

**Budgetary Information:** The cost will be \$4,000 per month for 2019, 2020 and 2021 and will be paid from the health insurance fund.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and approving a consulting and brokerage agreement with The Ashley Group of Sandusky, Ohio, for the administration of the city's health insurance program for the period of November 1, 2018 through October 31, 2021.

##### **B. Submitted by Trevor Hayberger, Acting Law Director**

##### **AMENDMENT TO LEGISLATION TO CORRECT A SCRIVENER'S ERROR**

**Budgetary Information:** There is no budgetary impact to the general fund.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed amending Ordinance No. 18-004 passed on January 8, 2018, to correct a scrivener's error; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

##### **C. Submitted by Hank Solowiej, Finance Director**

##### **AUTHORIZING TAX LEVIES AND CERTIFICATION TO ERIE COUNTY AUDITOR**

**Budgetary Information:** The city is required to accept the tax rates as determined by the Erie County Budget Commission before October 1, 2018. This approval establishes funding for 2019. The prior year resolution was passed by City Commission on September 11, 2017 (Resolution #045-17R).

**RESOLUTION NO. \_\_\_\_\_:** It is requested a resolution be passed accepting the amounts and rates as determined by the Erie County Budget Commission; authorizing the necessary tax levies and certifying them to the County Auditor; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the city charter.

##### **D. Submitted by Aaron Klein, Director of Public Works**

##### **MAINTENANCE OF STATE ROUTE 2 IN SANDUSKY CITY LIMITS**

**Budgetary Information:** The total cost for the State Route 2 maintenance services for the dates of July 1, 2017 through June 30, 2018 is \$28,193.14 and will be paid with the City of Sandusky State Highway fund.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing payment to the Treasurer of State, Ohio Department of Transportation for the maintenance of State Route 2 in the City of Sandusky by the Ohio Department of Transportation for the period of July 1, 2017, through June 30, 2018, and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

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#### **REGULAR AGENDA ITEMS**

##### **ITEM #1 - Submitted by John Orzech, Chief of Police**

##### **PURCHASE OF TWO 2019 SUV'S FROM LEBANON FORD**

**Budgetary Information:** The cost of the vehicles will be purchased with \$55,410 from the capital funds.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to purchase two 2019 Ford Explorer police interceptor SUV's through the State of Ohio Department of Administrative Services cooperative purchasing program from Lebanon Ford of Lebanon, Ohio, for the Police Department; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #2 - Submitted by Stuart Hamilton, IT Manager

REBID FOR CITY-OWNED FIBER EXTENSION PROJECT

**Budgetary Information:** The estimated cost of the project including advertisement and miscellaneous expenses is \$125,000 to be paid out of the capital projects fund.

**RESOLUTION NO. \_\_\_\_\_:** It is requested a resolution be passed repealing Resolution #025-18R and declaring the necessity for the City of Sandusky, Ohio, to proceed with the proposed city-owned fiber extension project; and directing the City Manager to advertise for and receive bids in relation thereto; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #3 - Submitted by Stuart Hamilton, IT Manager and Matt Lasko, Chief Development Officer

NEW CITY HALL EMERGENCY GENERATOR & AUTOMATIC DOORS

**Budgetary Information:** The cost of the project is \$108,897 and will be expensed from the capital projects fund.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager and/or Finance Director to make payment to SandCity, LLC, of Willoughby, Ohio, for the reimbursement of an emergency generator and three automatic door openers for the new City Hall administrative facility; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #4 - Submitted by Jane Cullen, Project Engineer

CONTRACT TO CASH SERVICES, LLC FOR CEDAR POINT WATER MAIN IMPROVEMENT PROJECT

**Budgetary Information:** The estimated cost of the project based on bids including engineering, inspection, advertising and miscellaneous costs is \$443,418 and will be paid with water funds.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to enter into a contract with Cash Services, LLC of Millbury, Ohio, for the Cedar Point water main improvement project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

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

AGREEMENT WITH ODNR TO ACCEPT GRANT FUNDING

**Budgetary Information:** There is no impact to the city budget as the full extent of the project will be paid for with the grant funding from ODNR.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to accept grant funds in the amount of \$140,500 from the Ohio Department of Natural Resources for the Sandusky Bay Causeway wetland restoration project and the related Sandusky Bay Initiative; authorizing the City Manager to execute any grant agreements and to expend the funds consistent with the grant agreement; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

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

SECOND AMENDMENT TO SUBGRANT AGREEMENT WITH FOTH INFRASTRUCTURE & ENVIRONMENT, LLC FOR SANDUSKY BAY CAUSEWAY WETLAND RESTORATION PROJECT

**Budgetary Information:** The original agreement plus Amendment #1 totaled \$670,000. This amendment will increase the cost by \$140,500 for a revised total project cost of \$810,500, but there is no financial impact to the city budget as all additional costs associated with this amendment will be provided by the State of Ohio via a grant agreement with ODNR under separate legislation.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to enter into a second amendment to the professional services agreement subgrant agreement with Foth Infrastructure & Environment, LLC, of De Pere, Wisconsin, for the Sandusky Bay Causeway wetland restoration project, Phase I and the related Sandusky Bay initiative; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

CITY MANAGER’S REPORT

OLD BUSINESS

NEW BUSINESS

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

EXECUTIVE SESSION(S)

ADJOURNMENT

Buckeye Broadband broadcasts on Channel 76:

Monday, September 10 at 8:30 p.m.

Tuesday, September 11 at 5 p.m.

Monday, September 17 at 8:30 p.m.

Online:

[www.YouTube.com](https://www.YouTube.com) and search for “City of Sandusky Commission”



**DEPARTMENT OF FINANCE**  
**HANK S. SOLOWIEJ, CPA, FINANCE DIRECTOR**

222 Meigs Street  
Sandusky, Ohio 44870  
Phone (419) 627-5888  
Fax (419) 627-5892

TO: Eric L. Wobser, City Manager  
FROM: Hank S. Solowiej, CPA, Finance Director  
DATE: August 16, 2018  
RE: Commission Agenda Item

**ITEM FOR CONSIDERATION:**

An ordinance approving a new agreement with the Ashley Group of Sandusky, Ohio, for consulting and brokerage services related to the City's health insurance program.

**BUDGETARY INFORMATION:**

The cost will be \$4,000 per month for 2019, 2020, and 2021 and will be paid from the Health Insurance Fund.

**ACTION REQUIRED:**

It is requested that the City Commission approve the necessary legislation to avoid any lapse in coverage and planning for the 2019 year can begin.

CC: Trevor Hayberger, Acting Law Director

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

**AN ORDINANCE AUTHORIZING AND APPROVING A CONSULTING AND BROKERAGE AGREEMENT WITH THE ASHLEY GROUP OF SANDUSKY, OHIO, FOR THE ADMINISTRATION OF THE CITY'S HEALTH INSURANCE PROGRAM FOR THE PERIOD OF NOVEMBER 1, 2018, THROUGH OCTOBER 31, 2021.**

**WHEREAS**, the Audit/Finance Committee, utilizing the services of insurance consultants, Crain, Langner & Associates who facilitated the process and reviewed the proposals, and at their meeting on October 23, 2015, unanimously recommended The Ashley Group to administer the City's health insurance program for the calendar year 2016; and

**WHEREAS**, the City Commission approved a Consulting and Brokerage Agreement with The Ashley Group of Sandusky, Ohio, for the administration of the City's Health Insurance Program for calendar year 2016 by Ordinance No. 15-164, passed on November 23, 2015; and

**WHEREAS**, the initial term of this agreement is for three (3) years and thereafter will remain in effect until terminated; and

**WHEREAS**, the cost for the administration services is \$4,000.00 per month for a total amount of \$48,000.00 annually and will be paid with Health Insurance Funds; and

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

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

Section 1. This City Commission authorizes and approves a Consulting and Brokerage Agreement with The Ashley Group of Sandusky, Ohio, for the administration of the City's Health Insurance Program for the period of November 1, 2018, through October 31, 2021, copy of which is marked Exhibit "1" and is attached to this Ordinance, and is specifically incorporated as if fully rewritten herein, together with such revisions or additions thereto as are approved by the Law Director as not being substantially adverse to the City and as being consistent with the purpose thereof as set forth in the preamble hereto and authorizes the City Manager and/or Finance Director to expend funds in the amount of \$4,000.00 per month for a total annual amount **not to exceed** Forty Eight Thousand and 00/100 Dollars (\$48,000.00) to The Ashley Group 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 shall take effect at the earliest time allowed by Law.

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

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

Passed: September 10, 2018 (effective after 30 days)

# **Consulting and Brokerage Agreement**

This Consulting Agreement (Agreement) is between City of Sandusky (Client) and The Ashley Group (Consultant), effective date to be November 1, 2018.

WHEREAS, Client wishes to obtain the assistance of Consultant with strategic benefit planning, design, funding, administration and communication with respect to its employee benefit programs;

WHEREAS, Consultant has superior knowledge and expertise in assisting employers with designing and servicing employee benefit plans; and

WHEREAS, the parties wish to set forth their respective expectations;

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties hereby agree as follows:

## **1. Scope of Services to be Provided by Consultant**

Consultant will provide Client with the consulting and brokerage services listed below:

- A.** Review and analyze current program including a detailed review of the existing plan design
- B.** Identify and prioritize the Client's objectives for benefit plans
- C.** Develop near and long-term benefit strategy
- D.** Integrate benefit program into the Client's overall employee compensation program
- E.** Analyze historical costs
- F.** Analyze appropriate funding mechanisms including cash-flow, risk transfer and fixed costs
- G.** Compare plan performance to Client objectives on an annual (quarterly) basis
- H.** Analyze vendors and networks to develop potential alternatives
- I.** Provide detailed quarterly claims experience reviews with carrier(s) and Client. Including analysis of trends, quarterly renewal projections and ERISA compliance, as necessary
- J.** Communicate with Client's Human Resources personnel regarding benefits program issues, including employee meetings and communications
- K.** Meet with Client's management or benefits personnel as requested and at regular (quarterly) intervals
- L.** Participate in in-person meetings with Client's employees, administrators, and collective bargaining unit representatives to negotiate and finalize employee benefit plans
- M.** Issue all certificates as of the effective date
- N.** Provide claim problem resolution as requested by the Client
- O.** Provide billing problem resolution
- P.** Provide coverage interpretation
- Q.** Provide on-line claims and enrollment administration access to employee benefits office
- R.** Provide full and complete subrogation action and collection from negligent party for the benefit of the Client

- S. Keep Client informed of current State, Federal and local legislative developments including the Affordable Health Care Act
- T. At renewal, negotiate with current vendors
- U. Coordinate enrollment with Client and employees and dependents
- V. Provide education to Client's benefits personnel regarding changes/new administrative procedures
- W. Provide annually/monthly/quarterly compliance deadlines
- X. Develop and implement a detailed account Stewardship Report plan, which should include, but not be limited to, the following:
  - Specific quantifiable and measurable goals and objectives for Consultant's team relating to Client's programs ("Reports"); and
  - Detailed work plans which lay out the account management plan, work schedules, areas of concentration, timing and information requirements ("Action Plan")
- Y. Provide such other services as reasonably requested by the Client that do not require a material increase in Consultant's time or do not materially deviate from the scope of services described above.

## **2. Client's Responsibilities**

Client will make available such reasonable information as required for Consultant to conduct its services. Such data will be made available as promptly as possible. It is understood by Consultant that the time of Client's personnel is limited, and judicious use of that time is a requirement of this Agreement. Client will make timely payments of the service fees as set forth elsewhere in this Agreement.

## **3. Term & Termination**

### **A. Term.**

The initial term of this Agreement shall be three years, commencement date to be November 1, 2018. Thereafter, this Agreement will remain in effect until terminated as described below.

### **B. Termination.**

This Agreement may be terminated by either party only as follows:

- a) Effective upon thirty (30) days' advance written notice to the other party stating that such other party is in material breach of any of the provisions of this Agreement, provided such breach (if able to be cured) is not cured within fifteen (15) days after the notice is received;
- b) Effective upon six (60) days' advance written notice to the other party given with or without reason; provided such notice is given after the Initial Term; or
- c) By mutual written agreement of the parties.

## **4. Cost of Services**

- A. \$4,000/month for initial term of November 1, 2018, through October 31, 2021. Fees thereafter will be an amount mutually agreed upon in writing by both parties. Such fees should be a base fee for services and should assume Consultant would not be entitled to any commissions,

overrides, bonuses or incentives for any coverage procured on behalf of the Client. Consultant shall indicate any exceptions to this requirement.

- B.** In the event a particular insurance company whose coverage is most advantageous to the Client will not write coverage net of commission, commissions received for coverage procured by the Consultant shall be disclosed and credited against the base fee.

## **5. Personnel**

Consultant will assign its personnel according to the needs of Client and according to the disciplines required to complete the appointed task in a professional manner. Consultant retains the right to substitute personnel with reasonable cause. The Account Management Team consists of the following individuals:

Primary Service Team:        Nick Gerber, Partner  
                                         Kelly Belote, Director of Client Services  
                                         Ashley Grisez, Senior Account Manager

Additional Key Resources:    Stephanie Oblander, Benefit Analyst  
                                         Timothy Paradiso, President

Consultant will monitor the financial soundness of the insurers that provide the coverages selected by Client, and promptly report to Client in writing changes in the financial rating, or operational conditions of such insurers when and if such changes occur and become known to Consultant.

## **6. Records and Information**

Consultant agrees to keep any information provided by Client confidential and to exercise reasonable and prudent cautions in protecting the confidentiality of such information. If the services provided by Consultant involve the use of protected health information, Client and Consultant agree to enter into an appropriate business associate agreement (see Exhibit A).

## **7. Independent Contractor.**

It is understood and agreed that Consultant is engaged by Client to perform services under this Agreement as an independent contractor. Consultant shall use its best efforts to follow written, oral or electronically transmitted (i.e., sent via facsimile or email) instructions from Client as to policy and procedure.

## **8. Fiduciary Responsibility.**

Client acknowledges that: (i) Consultant shall have no discretionary authority or discretionary control respecting the management of any of the employee benefit plans; (ii) Consultant shall exercise no authority or control with respect to management or disposition of the assets of Client's employee benefit plans; and (iii) Consultant shall exercise good faith and reasonable diligence and perform services in accordance with the highest ethical and professional standards applicable to insurance brokers and agents providing services such as those to be performed under this Agreement. It is expressly understood and agreed that Consultant shall be a fiduciary of Client and that the relationship between Client and Consultant shall be deemed a special relationship based on the confidence, trust and reliance reposed in Consultant by Client, and Consultant's providing Client with various consultative services relating to the Client's insurance program, operations, facilities,



activities, and exposures, and its overall insurance and risk management program. Consultant shall perform services under this Agreement in the sole best interest of Client.

Client agrees to notify Consultant as soon as possible of any proposed amendments to the plans' legal documents to the extent that the amendments would affect Consultant in the performance of its obligations under this Agreement. Client agrees to submit (or cause its agent, consultants or vendors to submit) all information in its (or their) control reasonably necessary for Consultant to perform the services covered by this Agreement.

## **9. Indemnification**

Consultant agrees to indemnify, defend, and hold Client harmless from and against any and all suits, claims, actions, losses, damages, liabilities, and expenses, including attorney fees, arising from, relating to, or incurred by reason of (a) any failure of Consultant to perform any covenant or agreement of Consultant set forth herein; (b) the injury to or death of any person or entity, or any damage to or loss of property, arising from, relating to, or incurred by reason of the act, error, omission, or misrepresentation of Consultant; and (c) any breach by Consultant of any representation, warranty, covenant, or agreement under this Agreement. The foregoing shall apply to Consultant and to all of its employees, agents, and servants. The obligations of this section shall survive the term of this Agreement.

## **10. Entire Agreement**

This constitutes the entire Agreement between the parties, and any other warranties or agreements are hereby superseded.

Subsequent amendments to this Agreement shall only be in writing signed by both parties.

### **City of Sandusky**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Title*

### **The Ashley Group**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Title*

**Approved as to Form and Correctness:** \_\_\_\_\_

Trevor M. Hayberger  
Acting Law Director, City of Sandusky

## **CERTIFICATE OF DIRECTOR OF FINANCE**

The undersigned, fiscal officer of the City of Sandusky, Ohio, hereby certifies that the money required to meet the obligations of the City during the year 2019 under the foregoing Agreement has been lawfully appropriated by the Council of the City for such purposes and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

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Director of Finance



## **LAW DEPARTMENT**

222 Meigs Street  
Sandusky, Ohio 44870  
419.627.5852  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

**To:** Eric L. Wobser, City Manager

**From:** Trevor M. Hayberger, Acting Law Director

**Date:** August 28, 2018

**Subject:** Request for Legislation Amending Ordinance No. 18-004 to Correct a Scrivener's Error

**Item for Consideration:** Legislation amending Ordinance No. 18-004 to correct a scrivener's error and renumber Chapter 187 (Public Arts and Culture Commission) of the Sandusky Codified Ordinances and to Chapter 167.

**Background Information:** It was recently discovered that a scrivener's error was made on Ordinance No. 18-004, passed on January 8, 2018, which assigned the new Public Arts and Culture Commission with a Chapter number that had already been assigned in February of 2017, but was not yet codified. In order to correct the scrivener's error, Ordinance No. 18-004 needs to be amended.

**Budgetary Information:** There is no budgetary impact to the General Fund.

**Action Requested:** It is requested that an Ordinance be passed amending Ordinance No. 18-004 to correct a scrivener's error and renumber Chapter 187 (Public Arts and Culture Commission) of the Sandusky Codified Ordinances to Chapter 167. It is further requested that the legislation be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to amend Ordinance No. 18-004, passed on January 8, 2018, at the earliest opportunity to correct the error prior to the next codification of the City's Ordinances and avoid any confusion.

I concur with this recommendation:

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Eric L. Wobser, City Manager

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

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

**AN ORDINANCE AMENDING ORDINANCE NO. 18-004, PASSED ON JANUARY 8, 2018, TO CORRECT A SCRIVENER'S ERROR; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, this City Commission amended Part One (Administrative Code), Title Seven (Boards and Commission), by the addition of Chapter 187 (Public Arts and Culture Commission) of the Codified Ordinances by Ordinance No. 18-004, passed on January 8, 2018; and

**WHEREAS**, it was recently discovered that a scrivener's error was made on Ordinance No. 18-004 which assigned the new Public Arts and Culture Commission with a Chapter number that had already been assigned in February of 2017, but was not yet codified, and the purpose of this Ordinance is to correct the scrivener's error and designate the Public Arts and Culture Commission as Chapter 167 of the Sandusky Codified Ordinances; 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 amend Ordinance No. 18-004, passed on January 8, 2018, to immediately correct the scrivener's error and ensure the mistake is corrected prior to the next codification of the City's Ordinances and avoid any confusion; and

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

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

Section 1. This City Commission hereby amends Ordinance No. 18-004, passed on January 8, 2018, to correct a scrivener's error.

Section 2. Part One (Administrative Code), Title Seven (Boards and Commissions), be amended by renumbering Chapter 187 (Public Arts and Culture Commission), and all of its subsections, as Chapter 167 (Public Arts and Culture Commission) of the Codified Ordinances of the City as follows:

CHAPTER 167  
PUBLIC ARTS AND CULTURE COMMISSION

- 167.01      CREATED, MEMBERSHIP COMPENSATION AND TERM OF MEMBERS, MEETINGS.
- 167.02      DUTIES.
- 167.03      PUBLIC AND PERFORMING ART AND ACQUISITION FUND

167.04      LIMITATION OF POWER.

167.01      CREATED, MEMBERSHIP COMPENSATION AND TERM OF  
MEMBERS, MEETINGS.

(a)    Members. There is hereby created and established a commission to be known as the Public Arts and Culture Commission, consisting of nine (9) members. Five (5) members shall be appointed by the City Commission and four (4) members shall be appointed by the City Manager. Preference to appointment to the Commission shall be given to City residence, although residency is not required. Members shall have experience and/or an interest in the placement, creation, or designation of public art.

(b)    Ex-Officio Members. The City Manager shall designate a City employee to serve as the staff liaison, one City Commissioner, and one representative of a high school and/or college art program (who may reside outside of the City of Sandusky) shall all serve as ex-officio members.

(c)    Officers. There shall be a Chair and Vice-Chair of the Public Arts and Culture Commission. The Public Arts and Culture Commission shall elect officers from its membership for a term of one (1) year and shall determine responsibilities of officers.

(d)    Terms. Public Arts and Culture Commission members shall serve three year terms and the membership shall be staggered. To achieve staggered appointments, the initial appointments to the Public Arts and Culture Commission shall have three (3) members appointed to three (3) year terms, three (3) members appointed to two (2) year terms and three (3) members appointed to one (1) year terms.

(e)    Removal. Members of the Public Arts and Culture Commission shall serve at the pleasure of the City Manager and City Commission and may be removed and replaced with or without cause at any time.

(f)    Volunteers. Public Arts and Culture Commission members are volunteers and shall serve without compensation or reimbursement for personal expenses.

(g)    Meetings. The Public Arts and Culture Commission shall hold regularly scheduled meetings. The frequency, time and location of meetings shall be established by the staff liaison. The staff liaison shall provide notice of all meetings to the City Commission Clerk a minimum of forty-eight (48) hours prior to the meeting to ensure public notice requirements are met. All meetings shall be conducted in accordance with the Open Meetings laws. All meeting and records of the Public Arts and Culture Commission shall be public records and kept in the custody of the City Commission Clerk.

167.02      DUTIES.

(a) Purpose. The Public Arts and Culture Commission is created and established to administer, promote, facilitate, and oversee the creation of public art projects that will promote the cultural heritage and artistic development of the City, enhance the City's character and identity, contribute to economic development and tourism, add warmth, dignity, beauty and accessibility to public spaces, and expand the experience and participation of citizens with visual arts.

(b) Master Plan. The Public Arts and Culture Commission shall prepare, maintain, and update a Public Art Master Plan which identifies locations for public art in the City of Sandusky and identifies specific performing arts venues or locations for development therefor.

(c) Responsibilities. The Public Arts and Culture Commission, as an advisory body to the City Manager, shall assist in reviewing and recommending for acceptance or rejection, according to criteria described in the Public Art Master Plan, proposed public art projects.

(d) Authorization of Expenditures. The Chair of the Public Arts and Culture Commission and the City Manager shall be required to authorize expenditures of the Public and Cultural Art and Acquisition Fund ("PCAAF") pursuant to the decisions of the Public Arts and Culture Commission, and in full accordance with the City Charter and any requirements thereunder for City Commission final approval.

#### 167.03 PUBLIC AND CULTURAL ART AND ACQUISITION FUND

(a) Accounting. The Public and Cultural Art and Acquisition Fund ("PCAAF") shall be funded on an annual basis with the use of general funds. One percent (1%) of the total admissions tax received from the previous year shall be used as the formula for establishing the budget for the PCAAF. The PCAAF is a separate, special fund as part of the City's overall finances into which public art donations and funding are deposited, transferred and used for acquisition, commissioning, performance, exhibition and conservation of public art as recommended by the Public Arts and Culture Commission and approved by the City Manager.

(b) Developer Contributions. The Chief Development Officer shall develop and institute a process whereby developers of new City or non-City initiated, construction or redevelopment projects are educated about the City's Public Arts and Culture Commission, as well as the value of public art to the City of Sandusky.

(c) Use of PCAAF. PCAAF funds may be authorized for the following purposes:

1. Artist fees and artist travel related to the training, education and performance of art open to the general public;
2. Artists fees and artist travel and expenses that are related to the City's commission or purchase of public art;
3. Purchase of equipment to be used in performing arts;

4. Leasing of equipment and space for education, practice and performance;
5. Studies and planning documents to further the arts;
6. Promotion and marketing of activities associated with educational activities and performances;
7. Fabrication, storage, and installation of a commissioned work of art;
8. Acquisition of existing work of art;
9. Fees associated with the lease of works of art for temporary display;
10. Required permits and insurance during the fabrication and installation of the public art per contract;
11. Project consultants and contracted services;
12. Curatorial services;
13. Public art planning services;
14. Documentation and interpretive plaques;
15. Publicity for public art projects;
16. Education and outreach, including symposia and special events;
17. Conservation and non-routine maintenance of works in the City of Sandusky Public Art Collection; and
18. Any other expense the City Manager approves in writing.

(d) Non-use of PCAAF. PCAAF funds may not be used for:

1. Mass produced work, with the exception of limited edition controlled by the artist;
2. Professional graphics;
3. Routine maintenance; and
4. City of Sandusky staff costs.

(e) PCAAF Annual Report. Each year the City Manager or designee shall assist the Public Arts and Culture Commission in preparing an annual report to be presented to the City Commission which provides for a detailed accounting of all PCAAF monies raised and all monies spent and/or earmarked for future expenditures.

167.04 LIMITATION OF POWER.

The Public Arts and Culture Commission shall have no police powers, disciplinary powers, or lawmaking powers.

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

Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all

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

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

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

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

Passed: September 10, 2018





**DEPARTMENT OF FINANCE**  
**HANK S. SOLOWIEJ, CPA, FINANCE DIRECTOR**

222 Meigs Street  
Sandusky, Ohio 44870  
Phone (419) 627-5888  
Fax (419) 627-5892

TO: Eric L. Wobser, City Manager

FROM: Hank S. Solowiej, CPA, Finance Director

DATE: August 28, 2018

RE: Commission Agenda Item

**ITEM FOR CONSIDERATION:**

Ohio Rev. Code Section 5705.34 requires each taxing authority to pass an ordinance or resolution to authorize the necessary tax levies. Each such authority is to certify the levies to the county auditor before October 1st.

I am requesting a resolution accepting the amounts and rates as determined by the Erie County Budget Commission; authorizing the necessary tax levies and certifying them to the Erie County Auditor.

**BUDGETARY INFORMATION:**

The City is required to accept the tax rates as determined by the Erie County Budget Commission before October 1, 2018. This approval establishes funding for 2019. The prior year resolution was passed by City Commission on September 11, 2017 (Resolution No. 045-17R).

**ACTION REQUESTED:**

It is recommended that the resolution be approved in accordance with Section 14 of the City Charter under suspension of the rules. The need for immediate action is because the deadline for approval is October 1, 2018.

CC: Trevor Hayberger, Acting Law Director

**RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY  
THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES  
AND CERTIFYING THEM TO THE COUNTY AUDITOR**

(City Commission)

Revised Code Secs. 5705.34, 5705.35

The City Commission of **Sandusky**, Erie County, Ohio met in \_\_\_\_\_  
session on the \_\_\_\_\_ day of \_\_\_\_\_, 2018 at the office of \_\_\_\_\_  
with the following members present:

M \_\_\_\_\_

M \_\_\_\_\_

M \_\_\_\_\_

M \_\_\_\_\_

M \_\_\_\_\_

M \_\_\_\_\_

M \_\_\_\_\_

M \_\_\_\_\_ moved the adoption of the following resolution:

**RESOLVED**, by the City Commission of **Sandusky**, Erie County, Ohio,  
in accordance with the provisions of law has previously adopted a tax budget for the next  
succeeding fiscal year commencing on January 1st, 2019; and

**WHEREAS**, The Budget Commission of Erie County, Ohio has certified its action thereon  
to this Board together with an estimate by the County Auditor of the rate of each tax necessary  
to be levied by this Board, and what part thereof is without, and what part within the ten-mill tax  
limitation; therefore be it

**RESOLVED**, by the City Commission of **Sandusky**, Erie County, Ohio that the  
amounts and rates as determined by the Budget Commission in its certification,  
be and the same are hereby accepted; and be it further

**RESOLVED**, That there be and is hereby levied on the tax duplicate of said City the rate of  
each tax necessary to be levied within and without the ten mill limitation as follows:

## SCHEDULE A

### SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY THE BUDGET COMMISSION, AND THE COUNTY AUDITOR'S ESTIMATED TAX RATES

FUND	Amount to be derived from levies outside 10 mill limit	Approved by Budget Commission inside 10 mill limit	County Auditor's Estimate of Tax rate to be levied		
			Inside 10 mill limit	Outside 10 mill limit	
	Column II	Column IV	V	VI	
General Fund		1,685,285	3.65		
Police Pension		138,517	0.30		
Fire Pension		138,517	0.30		
Library - Bond	461,722			1.00	
Fund					
Fund					
Fund					
Fund					
<b>TOTAL</b>	461,722	1,962,319	4.25	1.00	

## SCHEDULE B

### LEVIES OUTSIDE 10 MILL LIMITATION, EXCLUSIVE OF DEBT LEVIES

FUND	Maximum Rate	County Auditor's Estimate of yield of levy (Carry to schedule A, Column II)
GENERAL FUND:		
Current expense levy authorized by voters on _____ 19 for not to exceed _____ years.		
Current expense levy authorized by voters on _____ 19 for not to exceed _____ years.		
Current expense levy authorized by voters on _____ 19 for not to exceed _____ years.		
Current expense levy authorized by voters on _____ 19 for not to exceed _____ years.		
Current expense levy authorized by voters on _____ 19 for not to exceed _____ years.		
Total General Fund outside 10 mill limitation:		

**SCHEDULE B (continued)**  
**LEVIES OUTSIDE 10 MILL LIMITATION, EXCLUSIVE OF DEBT LEVIES**

FUND	Maximum Rate	County Auditor's Estimate of yield of levy (Carry to schedule A, Column II)
Library bond issue authorized by voters on __ November 3, 1998 and continuing through tax year 2022	1.00	461,722
Current expense levy authorized by voters on __ November 2, 1999 for not to exceed _____ years		
Current expense levy authorized by voters on May 8, 2001 for not to exceed _____ years		
Current expense levy authorized by voters on _____ 19____ for not to exceed _____ years		
Current expense levy authorized by voters on _____ 19____ for not to exceed _____ years		

and be it further  
**RESOLVED**, That the Clerk of this Commission be, and is hereby directed to certify a copy of this resolution to the County Auditor of said County.

M \_\_\_\_\_ seconded the Resolution and the roll  
being called upon its adoption of the vote resulted as follows:

- M \_\_\_\_\_ , \_\_\_\_\_
- M \_\_\_\_\_ , \_\_\_\_\_
- M \_\_\_\_\_ , \_\_\_\_\_
- M \_\_\_\_\_ , \_\_\_\_\_
- M \_\_\_\_\_ , \_\_\_\_\_
- M \_\_\_\_\_ , \_\_\_\_\_
- M \_\_\_\_\_ , \_\_\_\_\_

Adopted this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

ATTEST:

\_\_\_\_\_  
Clerk of the Commission of  
**City of Sandusky**  
**Erie County, OHIO**

# CERTIFICATE TO COPY

ORIGINAL ON FILE

The State of Ohio, Erie County, ss

I, \_\_\_\_\_, Clerk of the City Commission of  
**Sandusky**, in said County, and in whose custody the files and records of said Board  
are required by the laws of the State of Ohio to be kept, do hereby certify that the foregoing  
is taken and copied from the original \_\_\_\_\_

now on file, that the foregoing has been compared by me with said original document, and that  
the same is a true and correct copy thereof.

Witness my signature, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Clerk of the City Commission of

**Sandusky**  
Erie County, Ohio

A copy of this resolution must be certified to the County Auditor before the first day of October in each year,  
or at such later date as may be approved by the Board of Tax Appeals.

# CITY OF SANDUSKY

2018 Tax year  
2019 Collection year  
based on 2017 Total Valuation

461,721,770

## TOTAL PROPERTY TAXES TO BE COLLECTED BY LEVY

	PER BUDGET COMMISSION	PER BUDGET SUBMITTED	VARIANCE
General	1,685,285	1,679,429	5,856
Fire Pension	138,517	138,089	428
Police Pension	138,517	138,089	428
Library Bond	461,722	460,298	1,424
TOTAL	2,424,041	2,415,905	8,136

## LOCAL GOV. FUNDS TO BE COLLECTED

	PER BUDGET COMMISSION	PER BUDGET SUBMITTED	VARIANCE
2019 Estimated Allocation	411,282	400,000	11,282

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

A RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE ERIE COUNTY BUDGET COMMISSION; AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Erie County Budget Commission has certified its action regarding the amounts and rates and necessary tax levies to this Commission together with an estimate by the County Auditor of the rate of each tax necessary to be levied by this Commission and what part thereof is in excess of, and what part within, the ten-mill tax limitation; and

WHEREAS, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to meet the statutory deadline of October 1, 2018, for approval as required by O.R.C. §5705.34; and

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

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

Section 1. This City Commission approves the amounts and rates as determined by the Budget Commission in its certification to this Commission.

Section 2. There be and is hereby levied on the tax duplicate of said City the rate of each tax necessary to be levied in excess of, and within, the ten-mill limitation as set forth below:

**SCHEDULE A**

**SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX  
APPROVED BY THE ERIE COUNTY BUDGET COMMISSION, AND THE ERIE COUNTY  
AUDITOR’S ESTIMATED TAX RATES**

AMOUNTS APPROVED BY THE BUDGET COMMISSION  
INSIDE 10-MILL LIMITATION

		INSIDE 10-MILL
General Fund	\$1,685,285.00	3.65
Police Pension Fund	\$ 138,517.00	.30
Fire Pension Fund	\$ 138,517.00	.30
TOTAL	\$1,962,319.00	4.25



AMOUNTS TO BE DERIVED FROM LEVIES  
OUTSIDE 10-MILL LIMITATION

		OUTSIDE 10-MILL
Library - Bond Fund	\$461,722.00	1.00
TOTAL	\$461,722.00	1.00

Section 3. The Clerk of the City Commission be and is hereby directed to certify a copy of this Resolution to the Erie County Auditor.

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

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

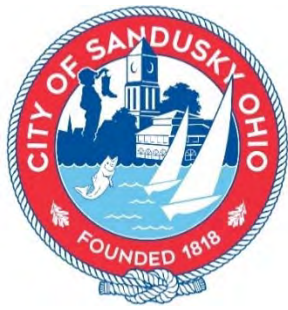
Section 6. That for the reasons set forth in the preamble hereof, this Resolution is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission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

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

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

Passed: September 10, 2018





## DEPARTMENT OF PUBLIC WORKS

222 Meigs Street  
Sandusky, Ohio 44870  
419.627.5829  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: August 30, 2018

**Subject: Commission Agenda Item – Maintenance of State Route 2 in Sandusky City Limits**

**ITEM FOR CONSIDERATION:** Legislation to authorize the payment to the Treasurer of State, C/O Ohio Department of Transportation (ODOT) for maintenance of State Route 2, located within the city limits, in the amount of \$28,193.14.

**BACKGROUND INFORMATION:** Per state law, maintenance of state routes and US routes are the responsibility of the municipality where they cross through the corporation limit. Ordinance 8203-C, passed March 27, 1978, required the City of Sandusky to annually pay ODOT for maintenance that includes but is not limited to snow plowing, drainage repair, guardrail repair, pavement patching and crack sealing.

Beginning in the late 1990's an informal arrangement with ODOT was that the City plowed Cleveland Road from the City limits to Camp Road in Huron Township for ODOT and in return ODOT had "forgiven" the actual charges for snow and ice control costs on S.R. 2 within the City limits. In 2010, City staff worked out a new agreement with ODOT to include language that provided for this past practice of swapping of services and in 2012 approved a similar agreement which renews annually unless either party terminates the agreement. The fee for 7/1/16 through 6/30/17 was \$12,256.07.

Costs were higher along State Route 2 during this fiscal year mainly because ODOT increased pavement patching, spot paving, partial depth repairs and reconditioning of shoulders, which is work that is performed on a much smaller scale annually, similar to a typical street resurfacing program.

**BUDGETARY INFORMATION:** The total cost for the State Route 2 maintenance services for dates 7/1/17 through 6/30/18, is \$28,193.14 and will be paid with the City of Sandusky State Highway Fund.

**ACTION REQUESTED:** It is recommended that proper legislation be prepared and approved to make the payment in the amount of \$28,193.14 to the Treasurer of State, C/O Department of Transportation (ODOT), for work performed 7/1/17 to 6/30/18, and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter to make payment as soon as possible for services already provided and since payment was due by August 19, 2018.

I concur with this recommendation:

---

Eric Wobser, City Manager

cc: K. Kresser, Commission Clerk; H. Solowiej, Finance Director; T. Hayberger, Acting Law Director



# INVOICE

## THE OHIO DEPARTMENT OF TRANSPORTATION

**IN ACCOUNT WITH:**

SANDUSKY CITY

222 MEIGS STREET  
SANDUSKY, OH 44870

**ADDRESS QUESTIONS CONCERNING  
THIS INVOICE TO:**

OHIO DEPARTMENT OF TRANSPORTATION  
906 NORTH CLARK AVE

ASHLAND  
(419)207-7031 Ext.  
(419)207-7031 Ext.

District - 3

COUNTY	INVOICE NO.	INVOICE DATE	PATROL REPORT	DUE DATE
	030001	7/20/2018		8/19/2018

DESCRIPTION OF WORK DONE:	UNIT	QUANTITY	UNIT PRICE	TOTAL
Annual Maintenance Agreement for SR2, in Erie County. Period Covers 07/01/17 through 06/30/18.				
ANNUAL MAINTENANCE AGREEMENT	YEAR	1	\$28,193.14	\$28,193.14

REF. NO.	
ACC. NO.	
ACC. NO.	
REC'D	
FW	JUL 26 2018
DEPT.	
ACC. NO.	
ACC. NO.	
SIGNED	DATE

SUBMISSION OF THIS INVOICE TO YOUR INSURANCE COMPANY OR EMPLOYER IS YOUR RESPONSIBILITY  
FOR VISA/MASTERCARD PAYMENT PLEASE CALL THE ABOVE DISTRICT OFFICE FOR DETAILS

**TOTAL AMOUNT DUE** \$ 28,193.14



PLEASE RETURN BOTTOM PORTION OF INVOICE WITH PAYMENT


**MAKE CHECKS PAYABLE TO:**

TREASURER OF STATE  
C/O DEPARTMENT OF TRANSPORTATION

**INVOICE NUMBER:**

030001

**TOTAL DUE:**

\$ 28,193.14

**REMIT TO:**

OFFICE OF BUDGET AND FORECASTING  
1980 WEST BROAD STREET, 4th FLOOR  
COLUMBUS, OH 43223  
ATTN: ACCOUNTS RECEIVABLE 2130

**DUE DATE:**

8/19/2018

# Annual Lane Mile Reimbursement

## For the City of Sandusky

### State Route 2 in Erie County

### FY18 - From 7/1/17 to 6/30/2018

	Center					
	To	From	line	Miles		
City corporation Limits - ERI SR2	3.706	4.761	1.055	4	Lanes	4.22
City corporation Limits - ERI US6 west jct - RAMPS				1	ramps	2.4
					city lane miles	6.62
Erie County ODOT Responsibility for Route 2 RAMPS	0.00	30.56	30.56	4	Lanes ramps	122.24 19.92
Erie County ODOT Responsibility, Total Lane Miles SR2						142.16
Erie County ODOT Responsibility, Total snow and ice Lane Miles						386.21
Direct Snow and Ice cost for Erie County ODOT						
Erie County ODOT Responsibility, Total Lane Miles						
<b>Total Snow and Ice Cost Per Lane Mile for Erie County ODOT</b>					<b>\$1,426,242.21</b>	386.21
Direct Maintenance Cost for Route 2 in Erie County						
Erie County ODOT Responsibility for State Route 2						
<b>Total Maintenance Cost Per Lane Mile for Route 2 in Erie County</b>					<b>\$605,428.53</b>	142.16
Direct Snow and Ice Cost Per Lane Mile for Erie County ODOT						
City of Sandusky Lane Miles on Route 2						
<b>City of Sandusky cost for Snow and Ice</b>					<b>\$3,692.92</b>	6.62
Direct Maintenance Cost Per Lane Mile for Route 2 in Erie County						
City of Sandusky Lane Miles on State Route 2						
<b>City of Sandusky cost for Maintenance</b>					<b>\$4,258.78</b>	6.62

**Total Reimbursement for FY18**

**\$28,193.14**

FY18 Direct Snow and Ice costs

Ashland	\$2,041,503
Crawford	\$1,288,728
Erie	\$1,426,242
Huron	\$1,457,847
Lorain	\$1,809,653
Medina	\$2,590,567
Richland	\$1,809,093
Wayne	\$1,320,836



Activity	
M100-005 - OUPS Marking	\$2,000.52
M201-001 - Clearing and Grubbing	\$2,407.66
M209-002 - Linear grading - Ditch Cleanout	\$20,131.10
M250-001 - Pavement Patching	\$14,748.74 *
M251-002 - Asphalt Pavement Repairs - Partial Depth	\$123,821.36 *
M424-001 - Spot Paving	\$109,928.03 *
M605-001 - Underdrains	\$1,788.40
M606-001B - Guardrail Repair	\$1,033.17
M607-001 - Fence	\$641.26
M611-001 - Culvert Inspection - Culverts and Storm Sewers	\$1,529.31
M611-003 - Cleaning drainage structures	\$156.83
M614-001 - Maintaining Traffic	\$6,307.12
M617-002 - Reconditioning Shoulders	\$142,277.34
M621-001 - Raised pavement markers	\$108.05
M625-002 - Highway Lighting - Inspection, repair and maintenance	\$10,212.13
M626-001 - Barrier reflectors	\$3,334.01
M630-001 - Traffic signs and sign supports - Flat Sheet (ground)	\$69,917.66
M630-003 - Traffic signs and sign supports - Extrusheet (ground)	\$5,812.88
M630-005 - Over-Head Sign Support	\$314.11
M630-006 - Traffic sign inspection	\$1,363.70
M640-001 - Pavement marking	\$1,027.31
M645-001 - Preformed pavement marking	\$361.14
M645-002 - Pavement marking inspection	\$199.98
M666-001 - Pruning existing trees	\$309.79
M690-004 - Roadway patrol	\$96.98
M690-005 - Sweeping	\$984.41
M690-009 - Litter	\$11,053.33
M690-010 - Litter - Dead Deer	\$2,563.30
M690-012 - Litter - AAH	\$460.07
M691-002 - Herbicidal spraying	\$7,872.89
M692-001 - Mowing - 2 Lane	\$0.00
	\$542,762.58

Contract Mowing Costs PID 101996 Erie County SR2	\$62,665.96
<b>ERIE Co FY Maint Costs</b>	<b>\$605,428.53</b>

2017

#263K

## **SANDUSKY AGREEMENT**

This Agreement is made by and between the State of Ohio, Department of Transportation, 1980 West Broad Street, Columbus, Ohio 43223 (ODOT), hereinafter referred to as **STATE**, and the City of Sandusky, 222 Meigs Street, Sandusky, OH 44870, hereinafter referred to as **CITY**.

### **1. Introduction**

- 1.1 Pursuant to Ohio Revised Code Sections 5501.03(A), 5501.31, and 5511.01, the Ohio General Assembly has provided that the Director of the Ohio Department of Transportation shall have general supervision of all roads comprising the State Highway System outside of a municipal corporation, including maintenance and repair thereof, and that the director may enter into such contracts necessary to fulfill such supervision and maintenance.
- 1.2 Major Repair, Rehabilitation or Reconstruction – The STATE shall continue to program projects and let contracts for major repair, reconstruction and/or rehabilitation as determined by the STATE in accordance with departmental policies. These projects shall include, but not be limited to, resurfacing in accordance with STATE pavement policies, major bridge repair, bridge painting, bridge deck replacement, upgrading of signs, or major drainage repairs. These projects will be programmed and administered by the STATE to maximize the use of Federal funds.
- 1.3 Pursuant to Ohio Revised Code Section 723.01, it is the duty of CITY to maintain all highways within the limits of its municipal corporation.
- 1.4 In the interest of public safety and convenience, it is the desire of the parties hereto to enter into an agreement for performing snow and ice control and routine maintenance on certain portions of state highway in and around the city of Sandusky.

### **2 Snow and Ice Removal**

- 2.1 The STATE will perform snow and ice control on the following portions of roadway within the corporation limits:
  - SR2: from rural areas west of Sandusky to rural areas east of Sandusky. This includes lane miles within the city of Sandusky [3.79 to 4.84 (1.05 miles x 4 lanes) = 4.20 lane miles]
  - SR2 Ramps at US6 (west jct.): within the city of Sandusky - approximately 2.40 lane miles
- 2.2 The CITY will perform snow and ice control on the following portions of roadway outside of the corporation limits:
  - US6: from within the city to Camp Rd. (including rural section from east corporation limit to Camp Rd. [11.26 to 13.85 = 5.18 lane miles]

## 2.3 Snow and Ice Control

2.3.1 The goal of effective snow and ice control is to provide traction and uniformity of the pavement surface, as soon as practical.

2.3.2 Guidelines from the Ohio Department of Transportation Maintenance Administration Manual

Route Goals during an Event

First Priority - Maintain 90% clear pavement when practical. (Edge line to Edge line)

Second Priority - Maintain 60% clear pavement when practical. (Edge line to Edge line)

Third Priority - Maintain 50% clear pavement when practical. (Edge line to Edge line)

Cleanup after an Event

First Priority - Obtain 100% clear pavement as soon as practical. (Edge line to Edge line)

Second and Third Priority - Obtain 95% clear pavement as soon as practical. (Edge line to Edge line)

2.3.3 Route Priorities

SR2 = First Priority

US6 = First Priority

## 3. **Routine Maintenance**

3.1 Routine maintenance is defined as the act of preserving and keeping each type of roadway, roadside structure or facility within the right-of-way as nearly as possible in its original condition as constructed or as subsequently improved, to provide satisfactory and safe highway transportation. Routine maintenance may include, but may not be limited to: crack sealing, pothole patching, pavement repairs, pavement markings (long line and auxiliary), sign repair, mowing, possibly herbicidal spraying, street and bridge sweeping, litter pickup, guardrail repair, lighting maintenance, minor drainage repairs (less than \$15,000 total cost) as determined by the CITY or STATE depending on jurisdiction, catch basin and drainage structure cleaning.

3.2 This agreement excludes permit issuance, signal maintenance, culvert replacements and major drainage repairs (\$15,000 total cost or more). These items will remain the responsibility of the agency with jurisdictional responsibility based on corporation limits. (in City = CITY; rural = STATE).

3.3 The STATE will perform routine maintenance on the following portions of roadway within the city:

- SR2: from rural areas west of Sandusky to rural areas east of Sandusky. This includes lane miles within the city of Sandusky [3.79 to 4.84 (1.05 miles x 4 lanes) = 4.20 lane miles]
- SR2 Ramps at US6 (west jct.): within the city of Sandusky - approximately 2.40 lane miles

3.4 The CITY will perform routine maintenance on the following portions of roadway within rural areas:

none

#### 4 **Signal/Lighting Maintenance**

4.1 This agreement does not include signal maintenance; the CITY will continue to perform preventive and routine maintenance on systems within the city and the STATE will maintain the systems within their jurisdiction.

#### 5 **Notices**

Notices given under the terms of this Agreement shall be deemed sufficiently received if in the case of notice to either party, such notice is mailed by certified or registered United States Mail or is personally delivered to either party's above referenced address.

#### 6. **Reimbursement / exchange of services**

6.1 As reimbursement for STATE performing snow and ice control on the sections described, the CITY shall perform snow and ice control on those portions of the highways described; in accordance with the procedures, as applicable, set forth in this agreement (from section 900 of the Maintenance Administration Manual).

6.2 As reimbursement for the STATE performing routine maintenance on the sections described the CITY shall reimburse the STATE for the cost.

6.2.1 The STATE shall use a formula to calculate appropriate routine maintenance costs, excluding snow and ice removal (snow and ice costs are traded per 6.1). The STATE will track all routine maintenance costs on SR2 within Erie county and determine a per lane mile cost based on all SR2 lane miles, including ramps, within Erie and apply this rate to the lane miles maintained in Sandusky (6.6 lane miles).



7. **Dispute Resolution**

- 7.1 In the event a dispute arises regarding responsibilities under this Agreement, notification of such dispute shall be sent to the District Deputy Director of District 3, Ohio Department of Transportation, and a designated representative of the City of Sandusky, in writing, within 90 days of discovery of such dispute. In such notification, the disputing party shall present such evidence as may support their position. Within a reasonable time, District Deputy Director of District 3, Ohio Department of Transportation, and a designated representative of the City of Sandusky shall review the facts and circumstances surrounding the dispute for the purpose of determination. Said dispute shall be resolved within a reasonable period of time.

8. **Time of Performance: Termination**

- 8.1 This Agreement shall be effective for the time frame of July 1, 2013 through June 30, 2014. The agreement will renew annually unless either party determines to terminate per 8.2
- 8.2 Either party may unilaterally terminate this Agreement by giving thirty (30) days written notice to the other party.

9. **Third Parties**

- 9.1 Nothing stated in this Agreement shall inure to the benefit of any third parties. Nothing stated in this Agreement shall act as a waiver of any immunities or defenses available to either party, either by statute or common law.

10. **Equal Employment Opportunity**

- 10.1 In carrying out this Agreement, CITY shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, or age. CITY will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin, disability, or age. Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.
- 10.2 CITY agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. CITY will, in all solicitations or advertisements for employees placed by or on behalf of CITY, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, or age. CITY shall incorporate the foregoing requirements of this paragraph in all of its contracts for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials) and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

11. **Responsibility for Claims**

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

12. **Compliance with Law**

- 12.1 CITY agrees to comply with all applicable federal, state, and local laws in the conduct of the work hereunder. CITY accepts full responsibility for payment of all taxes including without limitation, workers' compensation, unemployment compensation insurance premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by CITY in the performance of the work authorized by this Agreement. ODOT shall not be liable for any taxes under this Agreement.

13. **Certification of Funds**

- 13.1 It is expressly understood by the parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either party until all statutory provisions under the Ohio Revised Code, including but not limited to Section 126.07, have been complied with and until such time as all necessary funds are made available and forthcoming from the appropriate state agencies, and, when required, such expenditure of funds is approved by the General Assembly and by the Controlling Board of the State of Ohio or, in the event that federal funds are used, until such time that the State gives CITY written notice that such funds have been made available to STATE by STATE's funding source.

14. **Change or Modification**

- 14.1 This Agreement constitutes the entire agreement between the parties, and any changes or modifications to this Agreement shall be made and agreed to in writing.

15. **Assignment**

- 15.1 CITY may assign this Agreement and any of its rights, duties and obligations hereunder to the Erie County Board of County Commissioners. No Further assignment shall be made without the prior express written consent of the both parties. CITY shall provide ODOT a copy of any additional agreement(s) that would assign its rights, duties and obligations hereunder to the Erie County Board of County Commissioners.

16. **Construction**

16.1 This Agreement shall be construed and interpreted and the rights of the parties determined in accordance with the laws of the State of Ohio.

17. **Drug Free Workplace**

17.1 CITY agrees to comply with all applicable state and federal laws regarding a drug free workplace. CITY shall make a good faith effort to ensure that all CITY employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

18. **Signatures**

18.1 Any person executing this Agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

IN WITNESS THEREFORE, the parties hereunto have caused this Agreement to be executed by officials thereunto duly authorized as of the day and year last written below.

FOR THE OHIO DEPARTMENT OF  
TRANSPORTATION

Jerry Wray  
Director  
Ohio Department of Transportation

Date

8-5-13

FOR THE CITY OF SANDUSKY

Name: Nicole Ard  
Title: City Manager

Date

7/26/13

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

**AN ORDINANCE AUTHORIZING AND DIRECTING PAYMENT TO THE TREASURER OF STATE, OHIO DEPARTMENT OF TRANSPORTATION FOR THE MAINTENANCE OF STATE ROUTE 2 IN THE CITY OF SANDUSKY BY THE OHIO DEPARTMENT OF TRANSPORTATION FOR THE PERIOD OF JULY 1, 2017, THROUGH JUNE 30, 2018; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the City of Sandusky consented to the maintenance of State Route 2 within the corporate limits of the City that may include but is not limited to snow plowing, drainage repair, guardrail and pavement patching and crack sealing by the Ohio Department of Transportation by Ordinance 8203-C, passed on March 27, 1978, and further agreed to annually pay the Ohio Department of Transportation for said services; and

**WHEREAS**, since the late 1990's the City has plowed Cleveland Road from the City Limits to Camp Road in Huron Township for the Ohio Department of Transportation and in return ODOT had "forgiven" the actual charges for snow and ice control costs on S.R. 2 within the City limits for which ODOT provides service in addition to the routine maintenance; and

**WHEREAS**, in 2010 the City and the Ohio Department of Transportation approved a new agreement that included language to reflect the current arrangement and changed the term of the agreement to coincide with ODOT's fiscal year which ends on June 30<sup>th</sup> and subsequently a similar agreement was approved by the City Commission in 2012, which renews annually unless either party determines to terminate the agreement; and

**WHEREAS**, the cost for maintenance services for the period of July 1, 2017, through June 30, 2018, is \$28,193.14 and will be paid with the City's State Highway Funds; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to allow payment to be made to the Treasurer of State, Ohio Department of Transportation as soon as possible for services already provided and as the payment was due on August 19, 2018; and

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

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

Section 1. This City Commission hereby authorizes and directs the City Manager and/or Finance Director to make payment to the Treasurer of State, Department of Transportation for the maintenance of State Route 2 for the period of July 1, 2017, through June 30, 2018, in an amount **not to exceed** Twenty Eight Thousand One Hundred Ninety Three and 14/100 Dollars (\$28,193.14), consistent with the invoice received by the City.

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

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

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

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

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

Passed: September 10, 2018



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## SANDUSKY POLICE DEPARTMENT

JOHN ORZECZ, POLICE CHIEF

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

Website: [www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)  
Facebook: [www.facebook.com/sanduskypolice](https://www.facebook.com/sanduskypolice)

To: Eric Wobser, City Manager  
From: John Orzech, Police Chief  
Date: August 28, 2018  
Re: Commission Agenda Item

**ITEM FOR CONSIDERATION:** Legislation to purchase two (2) 2019 Ford Utility Police SUV's from Lebanon Ford of Lebanon, Ohio, for the Police Department, in the amount of \$55,410.

**BACKGROUND INFORMATION:** The above listed vehicles are available through the State of Ohio Department of Administration Services Cooperative Purchasing Program, Contract #RS900718 Index #GDC050, from Lebanon Ford of Lebanon, Ohio.

The need to replace two (2) police cruisers has been determined by the Police Chief and Fleet Maintenance Foreman. These new SUV's will be marked Patrol vehicles and will replace 2 existing Patrol vehicles that will have exceeded their useful lifecycle, for the Department. The vehicles that are removed from Patrol duty will be transferred to another department in the City. The Fleet Maintenance Foreman has learned that the vehicles need to be ordered by September 20, 2018 in order to purchase the vehicles, as they will not be producing the police vehicle for a period of time during the changeover to model year 2020. The new models starting in 2020 will have a different shape and design and be more expensive, therefore, we are requesting to order these vehicles prior to the deadline. The vehicles are expected to ship after February of 2019.

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

**BUDGETARY INFORMATION:** The cost of the vehicles will be purchased with \$55,410 from the Capital Funds.

**ACTION REQUESTED:** It is requested that the proper legislation be prepared to purchase two (2) 2019 Ford Utility Police SUV's from Lebanon Ford of Lebanon, Ohio in an amount not to exceed \$55,410, through State of Ohio Department of Administration Services Cooperative Purchasing Program (contract #RS900718, Index #GDC050). It is further requested that this legislation be passed in accordance with Section 14 of the City Charter to allow the order to be placed before the September 20, 2018 deadline.

Approved:

-----  
Eric Wobser, City Manager

-----  
John Orzech, Police Chief

CC: Hank Solowiej, Finance Director, Trevor Hayberger, Acting Law Director

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



# LEBANON FORD

## COMMERCIAL VEHICLE CENTER

EXPLORER 4-  
DOOR

2019 4DR AWD POLICE  
3.7L V6 TIVCT ENGINE  
6-SPEED AUTO TRANSMISSION

Exterior  
INGOT SILVER

Interior  
CHARCOAL BLACK INTERIOR CLOTH  
BUCKETS/VINYL REAR SEATS

### EXTERIOR

- . 245/55R18 A/S POLICE TIRES
- . 18" H.D. STEEL WHEELS
- . 18" WHEEL HUB CAP
- . FULL SIZE 18" SPARE W/TPMS
- . DUAL POWER MIRRORS
- . INTEGRATED SPOTTER MIRRORS
- . HALOGEN HEADLAMPS
- . PRIVACY GLASS 2ND/3RD ROW
- . DUAL EXHAUST SYSTEM
- . GRILLE - BLACK
- . KEY LOCKS (DR/PASS/LFTGT)
- . EASY FUEL CAPLESS FILLER

### INTERIOR

- . BLACK VINYL FLOOR COVERING
- . PWR DR SEAT/6-WAY/M LUMBAR
- . MANUAL PASS SEAT - 2-WAY
- . CLOTH BUCKET FRONT SEATS
- . 60/40 SPLIT VINYL REAR
- . TILT STEERING WHL/ CRUISE & AUDIO CONTROLS
- . 1-TOUCH DOWN DRIVER WINDOW
- . A/C W/MANUAL CLIMATE CONTROL, SINGLE ZONE
- . CERTIFIED SPEEDOMETER
- . ENGINE HOUR / IDLE METER
- . CONSOLE MOUNTING PLATE
- . UNIVERSAL TOP TRAY
- . RED / WHITE DOME LAMP

### FUNCTIONAL

- . ALL WHEEL DRIVE SYSTEM
- . COLUMN MOUNTED SHIFTER
- . HEAVY DUTY 78-AMP BATTERY
- . 220 AMP ALTERNATOR
- . POLICE BRAKES: 4 WHL DISC W/ ABS & TRACTION CONTROL
- . HEAVY DUTY SUSPENSION
- . POWER STEERING W/EPAS
- . ENGINE OIL COOLER
- . TRANSMISSION OIL COOLER
- . POWER LOCKS AND WINDOWS
- . AM/FM SINGLE CD/MP3, 6SPKR
- . ADJUST PEDALS, NON MEMORY
- . BATTERY SAVER FEATURE
- . POWERPOINTS (2)

### SAFETY/SECURITY

- . 75 MPH REAR-CRASH TESTED
- . ADVANCETRAC WITH RSC
- . AIRBAGS - FRONT AND SIDE
- . AIRBAGS - SAFETY CANOPY
- . PERSONAL SAFETY SYSTEM
- . SOS POST CRASH ALERT SYS
- . TIRE PRESSURE MONITOR SYS

### WARRANTY

- . 3YR/36K MILE WARRANTY

STANDARD STATE BID PRICE \$26,999

Included on this Vehicle  
EQUIPMENT GROUP 500A  
Optional Equipment  
2019 MODEL YEAR

CHARCOAL CLT FRT/VINYL RR  
.3.7L V6 TIVCT ENGINE  
6-SPEED AUTO TRANSMISSION  
FRONT LICENSE PLATE BRACKET  
BADGE DELETE N/C  
REAR CAMERA STD  
DRIVER SIDE SPOT LAMP STD  
17T REAR DOME LIGHT \$49.00  
DARK CAR 43D \$70.00  
KEYLESS ENTRY STD  
HEADLIGHT HOUSING PREP \$124.00  
REAR TAILLAMP PREP \$59.00  
GRILL LAMP WIRE \$49.00  
HEATED MIRRORS \$60.00  
DELIVERY \$295.00

YOUR STATE BID IS \$27,705.00

LEBANON FORD  
FRANK BEAVER 614-570-0702

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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE TWO (2) 2019 FORD EXPLORER POLICE INTERCEPTOR SUVs THROUGH THE STATE OF OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES COOPERATIVE PURCHASING PROGRAM FROM LEBANON FORD OF LEBANON, OHIO, FOR THE POLICE DEPARTMENT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, a determination was made by the Police Chief and Fleet Maintenance Foreman that there is a need to replace two (2) police vehicles that have exceeded their useful life for the Sandusky Police Department and these vehicles will be placed in other City Departments; and

**WHEREAS**, the new 2019 Ford Explorer Police Interceptor SUVs from Lebanon Ford of Lebanon, Ohio, are available through the State of Ohio Department of Administrative Services Cooperative Purchasing Program thereby allowing local political subdivisions to purchase items that have been competitively bid from the successful state vendor giving the City the benefit of the State's negotiated price and eliminating the necessity of formal bidding; and

**WHEREAS**, Ford Motor Co. will be redesigning the 2020 model year Explorer Police Interceptor SUV, which will be more expensive and may have a different interior package, and in order to purchase the 2019 Ford Explorer Police Interceptor SUV, orders must be placed by September 20, 2018, as there will be a timeframe when Ford will not be producing the Police vehicle due to the changeover; and

**WHEREAS**, the total cost for the vehicles is \$55,410.00 and will be paid with Capital Funds; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to allow the order to be placed prior to the deadline of September 20, 2018; and

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

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

Section 1. The City Manager is authorized and directed to purchase two (2) new 2019 Ford Explorer Police Interceptor SUVs through the State of Ohio Department of Administration Services Cooperative Purchasing Program, Contract #RS900718, Index #GDC050, from Lebanon Ford of Lebanon, Ohio, at an amount **not to exceed** Fifty Five Thousand Four Hundred Ten and 00/100 Dollars



(\$55,410.00).

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 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 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 upon its passage, and its due authentication by the President, and the Clerk of the City Commission of the City of Sandusky, Ohio.

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

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

Passed: September 10, 2018



## ADMINISTRATIVE SERVICES

222 Meigs Street  
Sandusky, Ohio 44870  
Phone: 419-627-5969  
shamilton@ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Stuart Hamilton, IT Manager

Date: August 27<sup>th</sup>, 2018

Subject: **Commission Agenda Item- City Owned Fiber Extension Project (Rebid)**

**ITEM FOR CONSIDERATION:** Requesting legislation authorizing the City to rebid the City owned Fiber to be extended to the new City Hall.

**BACKGROUND INFORMATION:** The Fiber extension project was originally bid in June 2018. The City currently relies on fiber connections to its offsite locations for all phone and data communications. These fiber connections run from these locations and terminate at the current City Hall. To continue city connectivity, we will need to extend these fiber connections to the new City Hall where the data center will reside. We investigated the option of moving over to leased lines vs. extending our existing lines. By keeping our existing lines, our ROI is under 12 months.

The City received one bid for the project and the bid was over by more than 10% and pursuant to §41 of the City Charter no contract can be awarded and therefore the bid was rejected. This was due to excessive bedrock in the Washington Park area and the requirement to rock bore across the park to gain access to the New City Hall.

**BUDGETARY INFORMATION:** The estimated cost of the project including advertisement and miscellaneous expenses is \$125,000 to be paid out of the Capital Projects Fund.

**ACTION REQUESTED:** It is recommended that the proposed City Owned Fiber Extension Project be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to rebid the project, receive competitive prices and begin the planning and installation and be completed in advance of the City Hall move in December of 2018.

I concur with this recommendation:

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Eric Wobser  
City Manager

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Stuart Hamilton  
IT Manager

cc: K. Kresser, Commission Clerk; H. Solowiej, Finance Director; T. Hayberger, Acting Law Director

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

**A RESOLUTION REPEALING RESOLUTION NO. 025-18R AND DECLARING THE NECESSITY FOR THE CITY OF SANDUSKY, OHIO, TO PROCEED WITH THE PROPOSED CITY OWNED FIBER EXTENSION PROJECT; AND DIRECTING THE CITY MANAGER TO ADVERTISE FOR AND RECEIVE BIDS IN RELATION THERETO; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the City currently relies on fiber connections for all phone and data communications with our offsite locations and these fiber connections run from the offsite locations to the current City Hall; and

**WHEREAS**, the proposed City Owned Fiber Extension Project involves extending the fiber connections from the current City Hall location to the new City Hall location where the data center will reside; and

**WHEREAS**, the City Commission declared the necessity for the City to proceed with the proposed City Owned Fiber Extension Project by Resolution No. 025-18R, passed on June 25, 2018, and

**WHEREAS**, subsequent to advertisement according to law, one (1) bid was received which exceeded the original estimate of cost by more than 10% and pursuant to §41 of the City Charter no contract can be awarded and therefore the bid was rejected which necessitates the rebid of the City Owned Fiber Extension Project; and

**WHEREAS**, the bid received included rock boring across Washington Park which is required due to the excessive bedrock in the park area and upon further review of the project the estimate was revised; and

**WHEREAS**, the total revised estimated cost of this project including advertising and miscellaneous costs is \$125,000.00 and will be paid with Capital Projects Funds; and

**WHEREAS**, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to bid the project, obtain competitive bids, and complete the project prior to moving City Hall in December of 2018; and

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

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

Section 1. This City Commission hereby repeals Resolution No. 025-18R,

passed on June 25, 2018, and the revised estimates for the proposed City Owned Fiber Extension Project are approved by this City Commission.

Section 2. This City Commission hereby declares it necessary to proceed with the City Owned Fiber Extension Project at the earliest possible time.

Section 3. The City Manager is authorized and directed to advertise for and to receive bids in relation to the City Owned Fiber Extension Project as required by law.

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

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

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

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

ATTEST:

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

Passed: September 10, 2018



## ADMINISTRATIVE SERVICES

222 Meigs Street  
Sandusky, Ohio 44870  
Phone: 419-627-5969  
[shamilton@ci.sandusky.oh.us](mailto:shamilton@ci.sandusky.oh.us)

To: Eric Wobser, City Manager

From: Stuart Hamilton, Matt Lasko

Date: August 28<sup>th</sup>, 2018

Subject: **Commission Agenda Item – New City Hall Emergency Generator and Automatic Doors**

**ITEM FOR CONSIDERATION:** Requesting legislation authorizing the City Manager to make payment to SandCity LLC of Willoughby, OH for the reimbursement of the purchase and installation of an 80 KW Natural Gas Emergency Generator for the New City Hall location, and three (3) Stanley Magic Force automatic door openers for the New City Hall location.

### **BACKGROUND INFORMATION:**

As part of the Lease Agreement between the City and SandCity, LLC related to the relocation of City Administrative offices to the corner of Columbus Avenue and E. Washington Row certain expenses related to the project remained the financial and logistical responsibility of the City. These items include namely, data, information technology, AV and security systems, exterior and interior wayfinding signage, any new furniture purchases, moving services, and other related materials. These listed items are all in the process of being investigated and negotiated and each will return to the City Commission for review and consideration.

### **Proposed Solution:**

SandCity LLC solicited bids for the purchase and installation of a fully functional 80 KW emergency backup generator and power transfer solution for the City Administrative Facility (\$93,599.00). This generator will power all IT related equipment in event of a power outage, as well as life support and security systems. The project will be run under the City Hall contractors project schedule. SandCity, LLC selected the contractor(s) with the lowest and best bid. This project is an important piece of the ability of the City to carry out its daily functions in the event of loss of power.

SandCity LLC solicited bids for the purchase and installation of three (3) Stanley Magic Force automatic door openers for the City Administrative Facility (\$15,298.00). These automatic door openers will operate a single door on the exterior door set on Columbus Ave, a single door on the interior lobby door set on Columbus Ave., and both doors on the exterior door set on Washington Row. These automatic openers are provided to increase our ADA accessibility to the public entrance and to enable smoother access on Washington Row. The project will be run under the City Hall contractors project schedule. SandCity, LLC selected the contractor(s) with the lowest and best bid.

**BUDGETARY INFORMATION:** The cost of the project is \$108,897.00 and will be expensed from the Capital Projects Fund.



## ADMINISTRATIVE SERVICES

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222 Meigs Street  
Sandusky, Ohio 44870  
Phone: 419-627-5969  
[shamilton@ci.sandusky.oh.us](mailto:shamilton@ci.sandusky.oh.us)

**ACTION REQUESTED:** It is Requested legislation authorizing the City Manager to expend funds to reimburse SandCity LLC of Willoughby, OH for the purchase and installation of an 80 KW Natural Gas Emergency Generator for the New City Hall location, and three (3) Stanley Magic Force operators for the New City Hall location. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter to expedite the order to ensure installation and testing is completed prior to moving into City Hall.

---

Stuart Hamilton  
I.T. Manager

I concur with this recommendation:

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Eric Wobser  
City Manager

cc: K. Kresser, Commission Clerk; H. Solowiej, Finance Director; T. Hayberger, Acting Law Director



38025 Second Street  
Willoughby, OH 44094

August 2, 2018

Mr. Matt Lasko  
Community Development Director  
City of Sandusky, Ohio  
222 Meigs Street  
Sandusky, OH 44870

RE: Columbus Avenue Revitalization: 17011-11  
Emergency Backup Generator Proposal  
Change Order Request Number: 1701

Dear Mr. Lasko:

SANDCITY LLC is pleased to provide pricing for the requested change on the Columbus Avenue Revitalization project. Listed below is the lump sum cost of the Work and a Detailed Cost Breakdown is located on the following page.

Scope of Work:

1. Furnish and install One (1) 80 KW Natural Gas Emergency Generator Complete.

**We agree to the lump sum price of Ninety-Three Thousand Five Hundred Ninety-Nine and 00/100 Dollars: \$93,599.00**

Time extension associated with this work: **Zero (0) Days**

The work detailed in this proposal will not commence without written authorization.

Please contact the undersigned should you have any questions.

Sincerely,

*Mike Marous*

Mike Marous  
Director of Development  
SANDCITY LLC

The City of Sandusky has authorized the performance of the Work detailed above:

---

Mr. Matt Lasko

---

Date



38025 Second Street  
Willoughby, OH 44094

August 2, 2018

Mr. Matt Lasko  
Community Development Director  
City of Sandusky, Ohio  
222 Meigs Street  
Sandusky, OH 44870

RE: Columbus Avenue Revitalization: 17011-11  
Automatic Door Operators  
Change Order Request Number: 1703

Dear Mr. Lasko:

SANDCITY LLC is pleased to provide pricing for the requested change on the Columbus Avenue Revitalization project. Listed below is the lump sum cost of the Work and a Detailed Cost Breakdown is located on the following page.

Scope of Work:

1. Furnish and install furnish three (3) Stanley Magic Force swing door operators on the right hand outswing leaf of a pair of doors on Columbus Avenue and a full pair of doors at Washington Row.

**We agree to the lump sum price of Fifteen Thousand Two Hundred Ninety-Eight and 00/100 Dollars: \$15,298.00**

Time extension associated with this work: **Zero (0) Days**

The work detailed in this proposal will not commence without written authorization.

Please contact the undersigned should you have any questions.

Sincerely,

*Mike Marous*

Mike Marous  
Director of Development  
SANDCITY LLC

The City of Sandusky has authorized the performance of the Work detailed above:

---

Mr. Matt Lasko

---

Date



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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER AND/OR FINANCE DIRECTOR TO MAKE PAYMENT TO THE SANDCITY, LLC, OF WILLOUGHBY, OHIO, FOR THE REIMBURSEMENT OF AN EMERGENCY GENERATOR AND THREE (3) AUTOMATIC DOOR OPENERS FOR THE NEW CITY HALL ADMINISTRATIVE FACILITY; 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 Lease Agreement with SandCity, LLC, for the relocation of City Hall by Ordinance No. 17-065, passed on March 27, 2017, and as part of the Lease Agreement the City is responsible for certain expenses related to the relocation including data, information technology and security systems, exterior and interior wayfinding signage, new furniture purchases, moving services, and other related materials; and

**WHEREAS**, it was determined that an emergency generator was necessary for IT related equipment, as well as for the life support and security system in the event of a power outage, and three (3) automatic door openers were necessary to increase ADA accessibility at the Columbus Avenue public entrance and enable smoother access on Washington Row; and

**WHEREAS**, SandCity, LLC, as the Lessor, solicited bids for an emergency back-up generator and three (3) automatic door openers for the new City Hall Administrative Facility and selected contractors with the lowest and best bid; and

**WHEREAS**, the cost of the generator is \$93,599.00 and the cost of the automatic door openers is \$15,298.00 for a total cost of \$108,897.00, which will be paid with Capital Projects Funds; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to make payment to SandCity, LLC, for the reimbursement of the generator and three (3) automatic door openers at the earliest opportunity to ensure installation and testing is complete prior to moving City Hall; and

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

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

Section 1. The City Manager and/or Finance Director is authorized and directed to make payment to make payment to SandCity, LLC, of Willoughby, Ohio, for the reimbursement of an emergency generator and three (3) automatic door openers for the new City Hall Administrative Facility in an amount **not to exceed** One Hundred Eight Thousand Eight Hundred Ninety Seven and 00/100 Dollars (\$108,897.00).

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

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

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

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

ATTEST:

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

Passed: September 10, 2018



## DEPARTMENT OF PUBLIC WORKS

222 Meigs Street  
Sandusky, Ohio 44870  
419.627.5829  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

To: Eric Wobser, City Manager

From: Jane E. Cullen, P.E.

Date: August 28, 2018

Subject: Commission Agenda Item- Cedar Point Watermain Improvement Project

**ITEM FOR CONSIDERATION:** Ordinance awarding a contract to Cash Services, LLC. Millbury, Ohio for the Cedar Point Watermain Improvement Project.

**BACKGROUND INFORMATION:** There is an existing sixteen-inch (16") watermain from First Street to Cedar Point that is the main supply of potable water to Cedar Point and the residents along the Cedar Point Chaussee. Over the last several years this existing water main has experienced multiple breaks along three different sections. The first section was successfully replaced on an emergency basis in 2016. This area was located in the Cedar Point parking lot.

This project provides for the replacement of two sections of existing watermain along Cedar Point Drive. The first section will be starting at the First Street and Cedar Point Causeway intersection and proceeding approximately three hundred feet (300') northerly. This project will involve removing older valves, sections of smaller mains and other potential problems at this location. This section of pipe experienced a break on a bypass line during the winter a few years ago. The second portion of construction will involve replacing the twelve (12") water main on and in the vicinity of the High Bridge on the Causeway. This most recent water main break involved this section of pipe in 2016, but a second break occurred several years prior. This construction is expected to occur between November 2018 and prior to the park opening in May 2019.

The following bid was received on August 10, 2018.

Cash Services, LLC.	\$403,107.50
Millbury, Ohio	100% Bid Bond

The engineer's estimate is \$370,000.00. Per Contract Article 5.1.1 Limits on Award, no contract shall be entered into if the price of the contract is in excess of 10% above the estimate. The bid received was below the 10% threshold of \$407,000.00. Cash Services, LLC. has been determined to be the lowest and best bidder. The design consultant on this project, Arcadis U.S., Inc. has reviewed the bid and references recommends awarding the project to Cash Services, LLC., and the Department of Public Works agrees with this recommendation.

**BUDGETARY INFORMATION:** The estimated cost of the project based on bids, including engineering, inspection, advertising, and miscellaneous costs is \$443,418.00 and will be paid with Water Funds.

**ACTION REQUESTED:** It is requested that an Ordinance be awarded for the construction contract to Cash Services, LLC, Millbury, Ohio in the amount of \$403,107.50 and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City in order to finish the underground utility construction of this project by early January 2019 which is part of milestone no. 1 deadline and allow final pavement restoration sending by the May 9, 2019 completion date.

I concur with this recommendation:

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Eric Wobser  
City Manager

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Aaron Klein, P.E.  
Director

cc: K. Kresser, Commission Clerk; H. Solowiej, Finance Director; T. Hayberger, Acting Law Director

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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH CASH SERVICES, LLC, OF MILLBURY, OHIO, FOR THE CEDAR POINT WATERMAIN IMPROVEMENT PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, there is an existing sixteen-inch (16") watermain from First Street to Cedar Point that is the main supply of potable water to Cedar Point and the residents along the Cedar Point Chaussee and over the last several years this existing watermain has experienced multiple breaks along three (3) different sections and one (1) section was replaced as an emergency in 2016; and

**WHEREAS**, the Cedar Point Watermain Improvement Project provides for improvements to the other two (2) sections and includes the removal of older valves, sections of small mains, and other potential problems to the section starting at the First Street and Cedar Point Causeway intersection and proceeding approximately 300 feet north and the replacement of the 12" watermain to the section on and in the vicinity of the High Bridge on the Causeway and this construction is expected to occur between November of 2018 and prior to the park opening in May of 2019; and

**WHEREAS**, this City Commission authorized and directed the City Manager to enter into an agreement for Professional Design Services with Arcadis U.S., Inc. of Toledo, Ohio, for the Cedar Point Watermain Improvement Project by Resolution No. 17-227, passed on December 11, 2017; and

**WHEREAS**, this City Commission declared the necessity to proceed with the proposed Cedar Point Watermain Improvement Project by Resolution No. 029-18R, passed on July 23, 2018; and

**WHEREAS**, upon public competitive bidding as required by law, one (1) appropriate bid was received and the bid from Cash Services, LLC, of Millbury, Ohio, was determined to be the lowest and best bid; and

**WHEREAS**, the consultant, Arcadis U.S., Inc. reviewed the bid and recommends awarding the contract to Cash Services, LLC, and the Department of Public Works agrees with this recommendation; and

**WHEREAS**, the total estimated cost of this project based on bids, including engineering, inspection, advertising, and miscellaneous costs is \$443,418.00 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 to allow the contractor to complete the underground utility construction portion of this project by the deadline of early January of 2019, and allow final pavement restoration by the completion date of May 9, 2019; and

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

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

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

Section 1. The City Manager is authorized and directed to enter into a contract with Cash Services, LLC, of Millbury, Ohio, for the Cedar Point Watermain Improvement Project in an amount **not to exceed** Four Hundred Three Thousand One Hundred Seven and 50/100 Dollars (\$403,107.50) consistent with the bid submitted by Cash Services, LLC, of Millbury, Ohio, currently on file in the office of the Director of Public Works.

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

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

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

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

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

Passed: September 10, 2018



## DEPARTMENT OF PUBLIC WORKS

222 Meigs Street  
Sandusky, Ohio 44870  
419.627.5829  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: August 30, 2018

**Subject: Commission Agenda Item – Agreement with ODNR to accept grant funding**

**ITEM FOR CONSIDERATION:** Requesting legislation authorizing the City Manager to enter into an agreement with the Ohio Department of Natural Resources (ODNR) that will allow the City to accept \$140,500 from the State of Ohio's DNRSH003 grant to manage final design and permitting of one project associated with the Sandusky Bay Initiative (SBI).

**BACKGROUND INFORMATION:** Sandusky Bay (Bay) remains recognized by the State of Ohio as a priority management area for a number of initiatives including the Great Lakes Fishery Commission and the Great Lakes Water Quality Agreement, particularly with respect to fisheries management and nutrient reduction priorities. With federal grant monies obtained through ODNR, the City of Sandusky recently completed scientific evaluation and significant design of three separate projects associated with the Sandusky Bay Initiative. These projects were strategically located at various shorelines within the Bay to address existing challenges including deterioration of natural shorelines, habitat and ecosystem restoration, beneficial reuse of dredged material, and excessive nutrient and sediment loads causing harmful algal blooms (HABs).

SBI Project 2, renamed Sandusky Bay Causeway Wetland Restoration (CWR), is located along the western edge of the Cedar Point Causeway immediately to the south of the overflow/employee parking lot. Since it extended past the high bridge, the geographical footprint was too large to implement under one project, so it was planned for a phased approach that would result in several smaller sequential projects that would also provide an annual location for the Army Corps of Engineers to distribute dredged material generated from the federal navigation channel within Sandusky Bay. The original contract with Foth was to perform preliminary engineering and 90% design preparation of all three phases. This allows for final design and permitting of each individual phase when appropriate. The goal is to complete construction of the first phase by 2020, which is the deadline for the ban on open lake disposal of dredged material.

Staff is requesting approval to enter into an agreement with the Ohio Department of Natural Resources to accept a grant in the amount of \$140,500 under State of Ohio grant number DNRSH003. If accepted, the City would enter into a second amendment to the Professional Services agreement with Foth for final design and permitting under separate ordinance. Foth would be scheduled to begin work September 15 so permits can be obtained by June 1, 2019, allowing for construction completion by the 2020 deadline.

**BUDGETARY INFORMATION:** There is no impact to the City budget as the full extent of the project will be paid for with the grant funding from ODNR.



**ACTION REQUESTED:** It is recommended that legislation be passed authorizing the City Manager to enter into an Agreement with ODNR to accept \$140,500 from the State Capital Fund for final design and permitting of the Sandusky Bay Causeway Wetland Restoration project, Phase I and that the necessary legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter so final design and permitting can start immediately to ensure construction completion by the 2020 ban on open-lake disposal of dredged material.

I concur with this recommendation:

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Eric Wobser  
City Manager

cc: K. Kresser, Commission Clerk; H. Solowiej, Finance Director; T. Hayberger, Acting Law Director

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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ACCEPT GRANT FUNDS IN THE AMOUNT OF \$140,500.00 FROM THE OHIO DEPARTMENT OF NATURAL RESOURCES FOR THE SANDUSKY BAY CAUSEWAY WETLAND RESTORATION PROJECT AND THE RELATED SANDUSKY BAY INITIATIVE; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY GRANT AGREEMENTS AND TO EXPEND THE FUNDS CONSISTENT WITH THE GRANT AGREEMENT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, this City Commission authorized and directed the City Manager to accept grant funds in the amount of \$1,000,000.00 from the Ohio Environmental Protection Agency through the Ohio Department of Natural Resources (ODNR) for costs associated with the Healthy Lake Erie Initiative Sustainable Sediment Management Pilot Project Expansion by Ordinance No. 16-231, passed on December 27, 2016; and

**WHEREAS**, Sandusky Bay remains recognized by the State of Ohio as a priority management area for a number of initiatives including the Great Lakes Fishery Commission and the Great Lakes Water Quality Agreement, particularly with respect to fisheries management and nutrient reduction priorities and with the funds received through ODNR, the City recently completed scientific evaluation and significant design of three (3) separate projects associated with the Sandusky Bay Initiative and these projects were strategically located at various shorelines within the Sandusky Bay to address existing challenges including deterioration of natural shorelines, habitat and ecosystem restoration, beneficial reuse of dredged material, and excessive nutrient and sediment loads causing harmful algal blooms (HABs); and

**WHEREAS**, the Sandusky Bay Initiative (SBI) Project 2, renamed the Sandusky Bay Causeway Wetland Restoration Project, involves the area along the western edge of the Cedar Point Causeway immediately to the south of the overflow/employee parking lot and since it extended past the high bridge, the geographical footprint was too large to implement under one project, so it was planned for a phased approach that would result in several smaller sequential projects that would also provide an annual location for the Army Corps of Engineers to distribute dredged material generated from the federal navigation channel within the Sandusky Bay; and

**WHEREAS**, these grant funds have been awarded for costs associated with implementation of the Sandusky Bay Causeway Wetland Restoration Project and will be used for final design and permitting; and

**WHEREAS**, approval is being requested in companion legislation to enter into a Second Amendment to the Professional Services Agreement Subgrant Agreement with Foth Infrastructure & Environment, LLC, of De Pere, Wisconsin, to perform these services; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to execute a grant agreement and proceed with the project so the final design and permitting can begin to ensure construction is completed by the 2020 ban on open-lake disposal of dredged material; and

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

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

Section 1. This City Commission authorizes and directs the City Manager to accept grant funds from the Ohio Department of Natural Resources (ODNR), pursuant to grant DNRSH003, for the Sandusky Bay Causeway Wetland Restoration Project and the related Sandusky Bay Initiative, in the amount of One Hundred Forty Thousand Five Hundred and 00/100 Dollars (\$140,500.00) and authorizes the City Manager to execute any grant agreements in relation to the acceptance of the grant and to expend funds consistent with the Grant Agreement.

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

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

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

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

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

Passed: September 10, 2018



## DEPARTMENT OF PUBLIC WORKS

222 Meigs Street  
Sandusky, Ohio 44870  
419.627.5829  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: August 30, 2018

**Subject: Commission Agenda Item – Second Amendment to the Professional Services Agreement, Subgrant Agreement with Foth Infrastructure & Environment, LLC, for the Sandusky Bay Causeway Wetland Restoration Project, Phase I**

**ITEM FOR CONSIDERATION:** Legislation to enter into a second amendment for the Professional Services Agreement, Subgrant Agreement with Foth Infrastructure & Environment, LLC, of De Pere, Wisconsin to perform final design and permitting on the Sandusky Bay Causeway Wetland Restoration project, Phase I.

**BACKGROUND INFORMATION:** The City recently completed significant design of three projects as part of the Sandusky Bay Initiative (SBI), which was made possible with federal funding provided through the Ohio Department of Natural Resources (ODNR). These projects were strategically located at various shorelines within the Bay to address existing challenges including deterioration of natural shorelines, habitat and ecosystem restoration, beneficial reuse of dredged material, and excessive nutrient and sediment loads causing harmful algal blooms (HAB).

SBI Project 2, renamed Sandusky Bay Causeway Wetland Restoration (CWR), is located along the western edge of the Cedar Point Causeway immediately to the south of the overflow/employee parking lot. Since it extended past the high bridge, the geographical footprint was too large to implement under one project, so it was planned for a phased approach that would result in several smaller sequential projects that would also provide an annual location for the Army Corps of Engineers to distribute dredged material generated from the federal navigation channel within Sandusky Bay. The original contract with Foth was to perform preliminary engineering and approximately 90% design preparation of all three phases (including all of the same requirements for project area 1) allowing for final design and permitting of each phase when appropriate. The goal is to complete construction of the first phase by 2020, which is the deadline for the ban on open lake disposal of dredged material.

The City entered into a Subgrant Agreement with Foth Infrastructure & Environment, LLC on July 5, 2017, for project areas 1 and 2 in the amount of \$650,000. The first amendment to that contract was approved on February 26, 2018, via ordinance 18-045. This second amendment for final design and permitting would increase the contract \$140,500. If approved, Foth would begin immediately to provide the best opportunity to obtain permits by June 1, 2019.

**BUDGETARY INFORMATION:** The original agreement plus Amendment 1 totaled \$670,000.00. This amendment will increase the cost by \$140,500, for a revised total project cost of \$810,500, but there is no financial impact to the City budget as all additional costs associated with this amendment will be provided by the State of Ohio, via a grant agreement with ODNR under separate legislation.

**ACTION REQUESTED:** It is recommended that proper legislation be passed authorizing the City Manager to enter into a second Amendment to the Professional Service Agreement Subgrant Agreement with Foth Infrastructure and Environment, LLC, for final design and permitting of the Sandusky Bay Causeway Wetland Restoration project, Phase I that the necessary legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter so final design and permitting can start immediately to ensure construction completion by the 2020 ban on open-lake disposal of dredged material.

I concur with this recommendation:

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Eric Wobser  
City Manager

cc: K. Kresser, Commission Clerk; H. Solowiej, Finance Director; T. Hayberger, Acting Law Director

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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT SUBGRANT AGREEMENT WITH FOTH INFRASTRUCTURE & ENVIRONMENT, LLC, OF DE PERE, WISCONSIN, FOR THE SANDUSKY BAY CAUSEWAY WETLAND RESTORATION PROJECT, PHASE I AND THE RELATED SANDUSKY BAY INITIATIVE; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, this City Commission authorized and directing the City Manager to accept grant funds in the amount of \$1,000,000 from the Ohio Environmental Protection Agency through the Ohio Department of Natural Resources for costs associated with the Healthy Lake Erie Initiative Sustainable Sediment Management Pilot Project Expansion by Ordinance No. 16-231, passed on December 27, 2016, to be used to manage and coordinate four (4) in-water beneficial reuse/habitat restoration projects for the Sandusky Bay Initiative; and

**WHEREAS**, this City Commission authorized and directed the City Manager to enter into a Professional Services Agreement Subgrant Agreement with Foth Infrastructure & Environment, LLC, of De Pere, Wisconsin, for the Sandusky Bay Initiative Area 1 & 2 Project, by Ordinance No. 17-130, passed on June 26, 2017; and

**WHEREAS**, during the design process it was determined that additional work would be necessary to effectively complete the design of Project Areas 1 and 2 and includes more involvement from key stakeholders, evaluation by the scientific community, development of design alternatives and discussions with nearby property owners; and

**WHEREAS**, this City Commission authorized and directed the City Manager to enter into an Amendment to the Professional Services Agreement Subgrant Agreement with Foth Infrastructure & Environment, LLC, of De Pere, Wisconsin, for the Sandusky Bay Initiative Area 1 & 2 Project, by Ordinance No. 18-045, passed on February 26, 2018; and

**WHEREAS**, the Sandusky Bay Initiative (SBI) Project 2, renamed the Sandusky Bay Causeway Wetland Restoration Project, involves the area along the western edge of the Cedar Point Causeway immediately to the south of the overflow/employee parking lot and since it extended past the high bridge, the geographical footprint was too large to implement under one project, so it was planned for a phased approach that would result in several smaller sequential projects that would also provide an annual location for the Army Corps of Engineers to distribute dredged material generated from the federal navigation channel within the Sandusky Bay; and

**WHEREAS**, the original agreement with Foth Infrastructure & Environment, LLC, was to perform preliminary engineering and approximately 90% design preparation of all three (3) phases for Project Areas 1 and 2 and this Amendment allows for the final design and permitting of Project 2; and

**WHEREAS**, the original cost of the professional services was \$650,000.00, and with the First Amendment in the amount of \$20,000.00, increased the total cost to \$670,000.00; and

**WHEREAS**, this Second Amendment will increase the cost by an additional \$140,500.00, for a revised total cost of \$810,500.00, and the cost of services associated with this Second Amendment will be paid with funds received from the Ohio Department of Natural Resources for the Sandusky Bay Causeway Wetland Restoration Project; and

**WHEREAS**, approval is being requested in companion legislation to accept funds from the Ohio Department of Natural Resources in the amount of \$140,500.00 for the Sandusky Bay Causeway Wetland Restoration Project; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately execute the Amendment to allow the consultant to proceed with the final design and permitting to ensure construction is completed by the 2020 ban on open-lake disposal of dredged material; and

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

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

Section 1. The City Manager is authorized and directed to enter into a Second Amendment to the Professional Services Agreement Subgrant Agreement with Foth Infrastructure & Environment, LLC, of De Pere, Wisconsin, for the Sandusky Bay Causeway Wetland Restoration Project, Phase I, and the related Sandusky Bay Initiative, substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the terms of this Ordinance, at a amount **not to exceed** One Hundred Forty Thousand and Five Hundred and 00/100 Dollars (\$140,500.00).

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

Section 3. This City Commission finds and determines that all formal



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

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

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

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

Passed: September 10, 2018

**SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT  
SUBGRANT AGREEMENT**

**Healthy Lake Erie Grant Agreement**

**Project: Sandusky Bay Initiative, Project Areas #1 & #2**

This Second Amendment to the Professional Services Agreement (this “Agreement”), made as of \_\_\_\_\_, 2018, by and between the City of Sandusky (the “City”), whose contact person shall be the Director of Engineering Services designated below or successor (the “City Engineer”), and Foth Infrastructure & Environment, LLC ( “Subgrantee”), whose contact person and address are set forth below.

Except as modified herein, this Amendment incorporates, confirms and ratifies all of the terms, provisions, articles, clauses and exhibits of the Original Agreement and its Amendment between the City and the Subgrantee.

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

Project Name:	<b>Sandusky Bay Initiative Project Area 1 &amp; 2</b>
---------------	-----------------------------------------------------------

City Engineer:	Aaron Klein, P.E.
Address:	Department of Public Works City of Sandusky 222 Meigs Street Sandusky, Ohio 44870

Architect/Engineer:	Foth Infrastructure & Environment, LLC
Contact:	Brian Hinrichs, Senior Client Manager
Address:	2121 Innovation Ct, Suite 300 De Pere, WI 54115-5126

NOW, THEREFORE, in consideration of the mutual promises contained in the Professional Services Agreement executed on July 5, 2017, and Professional Services First Amendment executed on March 26, 2018, the City and the Subgrantee agree as follows:

The Subgrantee shall perform additional tasks included in Exhibit A as described therein, in accordance with the Professional Services Second Amendment executed on \_\_\_\_\_, between the City and Foth Infrastructure & Environment, LLC for a revised fee not to exceed **\$810,500.00**.

**Signature Page to Follow**

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

Foth Infrastructure & Environment, LLC  
("Subgreantee")

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

CITY OF SANDUSKY

By: \_\_\_\_\_  
Eric Wobser  
City Manager

CERTIFICATE OF FUNDS

In the matter of: **Sandusky Bay Initiative, Project Areas 1 & 2**

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. This certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code (ORC).

Dated: \_\_\_\_\_, 2018

CITY OF SANDUSKY

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

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

\_\_\_\_\_  
Amount



Lincoln Center II  
2514 South 102<sup>nd</sup> Street, Ste. 278  
West Allis, WI 53227  
(414) 336-7900  
www.foth.com

August 31, 2018

Mr. Aaron Klein, P. E.  
City of Sandusky Ohio  
222 Meigs Street  
Sandusky, Ohio 44870

Dear Aaron:

RE: Proposal for Final Design and Permitting – Revision 1  
Sandusky Bay Initiative, Project Site #2

The Foth team is pleased to provide the following proposal and scope of work to prepare final design documents and provide permitting support to the City of Sandusky.

## **Sandusky Bay Initiative Regulatory Permitting and Final Design: Scope of Services**

### **Background/Requirements**

It is anticipated that the project will require authorization from the U.S. Army Corps of Engineers (USACE) pursuant Section 404 of the Clean Water Act and Section 10 of the Rivers and Harbors Act and a water quality certification from the Ohio Environmental Protection Agency (OEPA) pursuant Section 401 of the Clean Water Act. A Shore Structure Permit, Submerged Lands Lease and Federal Consistency Certification from the ODNR will also be required. Authorization for Private Aids to Navigation may also be required from the U.S. Coast Guard (USCG) for any navigation markers required on new structures.

To meet these requirements, we have identified the following Tasks:

### **Task 1 – Supplemental Field Surveys – Boundary Survey**

Current available data include the shoreline and site topography developed using aerial lidar surveys and nearshore.

The Engineer will perform boundary surveys for the upland parcels for Site 2. This is required as part of the requirement to determine upland property ownership and littoral rights.

## **Task 2 – Submerged Lands Mapping**

The Engineer will delineate the historical natural shoreline for the project area. The purpose is to establish the location of the natural shoreline to identify the boundary between public trust lands and the upland, and to determine the upland property interests that may be affected by the project.

The Engineer will provide the Applicant with an Existing Site Plan that will meet the requirements of the ODNR to document the findings of the shoreline delineations and littoral partitioning. The Engineer will also submit a list of upland property owners with interests in the affected Submerged Lands. It will be the responsibility of the Applicant to execute affidavits or easements with each of the affected property owners, as required by ODNR.

## **Task 3 – Pre-application Coordination Meeting**

The Engineer will schedule pre-application meetings with appropriate regulatory agency personnel and the Applicant to discuss the proposed design elements and the permitting requirements for the design. These meetings will be conducted prior to submission of the submerged lands lease and permit applications.

## **Task 3 – Ohio Department of Natural Resources Submerged Lands Lease Application**

The Engineer will prepare a plat and description of the Submerged Lands to be occupied by the project improvements. The Engineer will also prepare a resolution request to be submitted to the City of Sandusky. The Submerged Lands Lease documents and supporting documentation will be provided to the Applicant for review and submitted to ODNR with the Shore Structure Permit and Coastal Consistency Certification applications (prepared in Task 4).

## **Task 4 – Ohio Department of Natural Resources Shore Structure Permit and Coastal Consistency Certification Applications**

The Engineer will prepare an application for a Shore Structure Permit and Federal Consistency Certification from the ODNR. The ODNR application package will include a Coastal Permits and Lease Application form, permit drawings, site photographs, supplemental calculations, and monitoring plans (if required). The Engineer will forward the applications to the applicant for review and signature then submit the signed applications to ODNR on behalf of the Applicant.

A copy of the USACE application, prepared in Task 5, will also be submitted to ODNR to expedite agency coordination.

### **Task 5 – U.S. Army Corps of Engineers Section 404/Section 10 Applications**

The Engineer will prepare an application for Section 404 and Section 10 permits from the USACE. The application packages will include an application form (ENG FORM 4345), coastal consistency application form, permit drawings, narrative alternatives analysis, site photographs, monitoring plans (if required), and agency coordination request documents to the U.S. Fish and Wildlife Service (USFWS), ODNR Division of Wildlife, and Ohio Historic Preservation Office (OHPO). The Engineer will forward the applications to the Applicant for review and signature then submit the signed applications to the USACE on behalf of the Applicant.

The same permit drawings will be submitted to both the USACE and ODNR. USFWS and ODNR Division of Wildlife application items will be limited to coordination request documents. OHPO coordination will be limited to the preparation of a Project Summary form. Additional environmental or cultural resources services are not included in this scope of services.

A copy of the ODNR application, prepared in Task 4, will also be submitted to the USACE to expedite agency coordination.

### **Task 6 – Ohio Environmental Protection Agency Section 401 Application**

The Engineer anticipates that an individual permit will be required from the USACE to authorize the project. Upon issuance of a Public Notice from the USACE, the Engineer will prepare a Section 401 Water Quality Certification Application for submittal to the Ohio EPA. The Ohio EPA application package will include an application form, lake impacts table, waters delineation report, jurisdictional determination (or statement that it is not required), a copy of the USACE Public Notice, ODNR Natural Heritage Database coordination requests, USFWS coordination requests, antidegradation analysis, project mapping, and mitigation plans.

The Ohio EPA application fees of \$3 per cubic yard of fill below Ordinary High Water for Lake Erie projects with a maximum fee of \$5,000 for Municipal projects will be included in the work. A public notice will be published in a local newspaper for the project. The cost of the fees for public notice are included in the work.

### **Task 7 – Additional Permitting Requirements**

The Engineer will assist with preparation and submittal of certain documents necessary to complete the NEPA review process, if required. In addition, the Engineer will submit copies of the Permit Drawings to the USCG for technical assistance in determining requirements for Private Aids to Navigation for the proposed project. Following guidance from the USCG, the Engineer will prepare a Private Aids to Navigation



Application for signature by the Owner and submit the signed applications on behalf of the Applicant.

### **Task 8 – Regulatory Coordination**

The Engineer will coordinate with the USACE, ODNR, and Ohio EPA during the design development and will answer questions from the permit reviewers. The Engineer will conduct a phone meeting with the Applicant, USACE, ODNR, and Ohio EPA in advance of preparing applications specified in Task 4-7. Once the permits are issued, the Engineer will compile and document permit conditions for inclusion in the Construction Documents.

### **Task 9 – Final Design and Bid Document Preparation**

The Engineer will prepare Final 100% Drawings and Technical Specifications for inclusion in bid documents to be prepared by the Applicant. The Final Design Documents will be based on the 90% Documents prepared under the previous contract and conditions of the USACE, ODNR, and Ohio EPA authorizations. The Engineer will prepare and provide alternatives and a recommendation to the Applicant as to the most efficient and cost-effective way to implement this as a multi-year phased project.

### **Task 10 – Bidding Phase Services**

The Engineer will conduct bidding phase services on behalf of the Applicant and will support the Applicant's specific requirements for the procurement of the work. The Engineer will arrange for and prepare advertising for the work, arrange for and conduct a pre-bid meeting, address questions and requests for information during the bidding process, conduct the bid opening, and conduct an evaluation of the bids for the Applicant. A recommendation will be made regarding the responsive bids to the Applicant.

### **Cost and Schedule**

The work will be completed on a *Time and Material* basis, including labor, equipment, and expenses for **\$140,500**.

Task	Description	Fee	Expenses	Total
1	Supplemental Field Surveys	\$14,300	\$0	\$14,300
2	Submerged Lands Mapping	\$4,600	\$0	\$4,600
3	Submerged Lands Lease	\$5,300	\$0	\$5,300
4	ODNR Application	\$9,800	\$0	\$9,800
5	USACE Application	\$10,000	\$4,600	\$14,600
6	OEPA Application	\$17,100	\$4,600	\$21,700
7	Additional Permitting	\$19,100	\$0	\$19,100
8	Regulatory Coordination	\$12,100	\$0	\$12,100
9	Final Design and Bid Document Preparation	\$28,300	\$200	\$28,500
10	Bidding Phase Services	\$8,800	\$1,700	\$10,500
<b>SUBTOTAL</b>		<b>\$129,400</b>	<b>\$11,100</b>	<b>\$140,500</b>

The Engineer will begin the work upon receipt of a written notice to proceed. Work is anticipated to be completed on the following schedule.

**Schedule:**

Contract Authorization	September 15, 2018
Final Design Project Kickoff	September 30, 2018
Progress Meeting on Permit Applications	November 15, 2018
Final Design Completed	November 31, 2018
Permit Applications Submitted	December 1, 2018
Anticipated Permits Issued	June 1, 2019
Pre-Bid Meeting	June 1, 2019
Bid Solicitation	June 15, 2019

**Projected Project Construction Schedule:**

Construct Breakwaters and	
Internal Sediment Control Structures	August 2019- October 2019
Receive First Dredge Material	November 2019
Initial Habitat Creation	Spring 2020

Sincerely,

Foth Infrastructure & Environment, LLC



Michael S. Raimonde  
Project Manager



Brian Hinrichs  
Senior Client Manager

cc: Scudder Mackey, ODNR  
Lynn Garrity, ODNR  
Mark Cencer, KS  
Tim Wagner, Foth