

**AGENDA**  
City Commission Meeting  
City Hall, 222 Meigs Street  
5:00 p.m.

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MONDAY, JULY 14, 2008

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Invocation  
Pledge of Allegiance  
Meeting Called to Order  
Roll Call – BW, DW, DK, CS, DM, BF  
Minutes – June 23<sup>rd</sup>

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**CHARTER OFFICERS**

- Matthew Kline, City Manager
- Don Icsman, Law Director
- Edward Widman, Finance Director
- B. Joyce Brown, Clerk of the City Commission

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PROCLAMATION – “A Light in the Harbor”

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PRESENTATION – Bob Haag - Sandusky Environmental Reports in Perspective

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PRESENTATION – Sue Daughtery - Serving Our Seniors - Annual Report for Fiscal Year 2007

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PUBLIC HEARING – 2009 Program Year Community Development Block Grant

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Audience Participation – Agenda Items Listed Below Only (3 minute limit)

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**CURRENT BUSINESS**

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ITEM #1 – Communication – Submitted by B. Joyce Brown, Clerk of the City Commission on behalf of ODOL  
A new request for a D5A Liquor Permit to Dora P. Ortiz dba El Potrillo, 1649 Cleveland Road, Sandusky, Ohio 44870. **Request the Clerk notify the Ohio Department of Liquor Control that the City has no objections to this request.**

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ITEM #2 – Communication – Lieutenant Phillip J. Frost

**BUDGETARY INFORMATION:** The total cost for the purchase of the software system and annual support, which does not include the costs for training, is \$42,154.80 and will be paid as follows: \$41,682.00 will be funded from two separate Federal "Edward Byrne Justice Assistance" Grants (one from 2005 for \$28,075.00 for "wi-fi" connectivity and one from 2006 for \$13,607.00 for NIBRS compliancy) and the remaining \$472.80 will be paid with funds from the 2008 Police Department budget. The total cost for training is \$9,714.60 and will be paid with funds from the 2008 Police Department training budget. It should be noted that the annual support fee will increase to \$10,220.65 (See page 3 of 3). The prorated fee, \$8,517.30 is part of the \$42,154.80 total cost. This annual support fee will be paid with funds from a currently budgeted \$12,000.00 computer line item.

**ORDINANCE NO.** \_\_\_\_\_ Enter into an agreement with Cody Computer Systems of Pottstown, Pennsylvania, to purchase a Software System and Annual Support for use by the Sandusky Police Department, using Federal Funds from the Edward Byrne Justice Assistance Grants. **Request passed under suspension of rules in full accordance of Section 14 of the City Charter.**

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ITEM #3 – Communication – Kathryn K. McKillips, Director of Engineering Services

**BUDGETARY INFORMATION:** This is part of a \$1,577,446.00 project to rehabilitate the Camp Street Underpass. The Erie County MPO will fund 80% of \$1,327,446.00 (estimated construction cost), which is \$1,061,957.00. Due to budget constraints, it has been determined that the only way to get this project started is to use the Sewer Funds for the project at the front end (preliminary design). With an initial review of the work, at least \$113,625.00 will be spent on the pump station through investigation, design and construction, justifying the usage of Sewer Funds. Therefore, Sewer Funds will pay the \$113,625.00.

**ORDINANCE NO.** \_\_\_\_\_ Enter into an agreement for Professional Design Services with Transystems Corporation of Cleveland, Ohio, for the Camp Street Underpass Rehabilitation Project. **Request passed under suspension of rules in full accordance of Section 14 of the City Charter.**

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ITEM #4 – Communication – Kathryn K. McKillips, Director of Engineering Services

**BUDGETARY INFORMATION:** Pursuant to the new Sewer Services Agreement with Erie County, reimbursement of design fees by Erie County means there is no additional budgetary impact with this amendment. The City will not expend any additional funds with this legislation.

**ORDINANCE NO.** \_\_\_\_\_ Amending Section 1 of Ordinance No. 07-010 for the Wastewater Treatment Plant Expansion Project Phase II, passed on February 12, 2007. **Request passed under suspension of rules in full accordance of Section 14 of the City Charter.**

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ITEM #5 – Communication – Matthew D. Kline, City Manager

**BUDGETARY INFORMATION:** The brick paver walkway and stone monument will be paid for and constructed through private donations and spearheaded by the Vietnam Veterans Memorial Committee, a sub-committee of the Sandusky Veterans Park Committee. The City's Horticultural Services and Engineering staff will work with the members of this Committee during its construction.

**ORDINANCE NO.** \_\_\_\_\_ Ratifying and providing for the use of certain property of the City for the purpose of constructing and maintaining a Brick Paver and Stone Monument Honoring Vietnam War Veterans in Veterans Memorial Park. **Request passed under suspension of rules in full accordance of Section 14 of the City Charter.**

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ITEM #6 – Communication – Kathryn K. McKillips, Director of Engineering Services

**BUDGETARY INFORMATION:** The item has no budgetary impact.

**ORDINANCE NO.** \_\_\_\_\_ Amending Part Eleven – Planning and Zoning Code, Title Five – Additional Zoning Requirements, Chapter 1157 – Flood Control.

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ITEM #7 – Communication – Kathryn K. McKillips, Director of Engineering Services

**BUDGETARY INFORMATION:** The total estimated project cost including miscellaneous expenses is \$67,390.00 and will be paid with CDBG Funds.

**RESOLUTION NO.** \_\_\_\_\_ Declaring the necessity for the City of Sandusky, Ohio, to proceed with the Demolition of 405 Perry Street, 2123 E. Forest Drive, 1134 Huntington Avenue, 809 Decatur Street (Barn only), 829 Fulton Street, and 808 Hancock Street, Sandusky, Ohio; approving the specifications and engineer's estimate of cost thereof; and directing the City Manager to advertise for and receive bids in relation thereto. **Request passed under suspension of rules in full accordance of Section 14 of the City Charter.**

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ITEM #8 Communication – Carrie R. Handy, Chief Planner

**BUDGETARY INFORMATION:** The cost of repairs to date has been \$261,067.00 with an additional authorization of \$200,000.00 to be used to pay contractors for more repair work. It is anticipated that additional funds will be necessary beyond this \$200,000.00, but the exact amount is not known at this time. It is noted that the City is pursuing all avenues including legal means to recover these funds from the contractors involved in the original rehabilitation work done under the 2004, 2005 and 2006 programs. Some repairs, if they were never done originally and never paid for with grant funds, but should have been done under the State's Residential Rehabilitation Standards, can still be paid for with CDBG and Housing Revolving Loan Fund monies.

**ORDINANCE NO.** \_\_\_\_\_ Appropriating Funds and ratifying the payments made to various contractors and approving payments to be made to contractors for future services for the repairs to homes involved in the City of Sandusky's 2004, 2005, and 2006 Housing Rehabilitation Programs. **Request passed under suspension of rules in full accordance of Section 14 of the City Charter.**

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City Manager's Report

Old Business

New Business

Audience Participation – open discussion on any item (5 minute limit)

Press Question/Answers

Executive Session

Adjournment

TO: Matt Kline, City Manager  
FROM: Lt. Phillip J. Frost  
DATE: 06-25-2008  
RE: Commission Agenda Item

**ITEM FOR CONSIDERATION:**

An ordinance authorizing the City Manager to enter into an agreement to purchase software, services and maintenance from Cody Computer Systems of Pottstown PA in an amount of \$42,154.80.

**BACKGROUND INFORMATION:**

This purchase will include silent dispatch and messaging on both SPD dispatch consoles, Cody mobile 7 with silent dispatching in all 14 cruisers, NIBRS (Ohio specific-OIBRS.) enhancement for the existing CODY records system and LEADS basic query interface for 2 dispatch positions, one report room position and the 14 cruisers. This purchase also includes a free server move; new oracle licensed software and a prorated maintenance agreement for all new and enhanced products. Cody will also update the existing system with the latest software updates as the last annual update was in 2006.

For the past two years the Sandusky Police Department has been without lap top computers in the cruisers. Lap top computers in the cruisers would allow officers to remain on the road and write reports, thus being more visible. Officers would also be able to run LEADS in the cruisers, thus freeing up our dispatchers and allowing officers to run searches when dispatch is busy, which enhances officer safety and productivity.

Six other vendors gave presentations and were considered for these types of products. The Acting Police Chief and myself are recommending staying with Cody Computers Systems for several reasons. First of all we have been with this system for almost 10 years and being familiar with a system has been found to improve its use. The cost of transferring 10 years of data to a new system would be cost prohibitive. The systems that gave presentations were either more expensive than CODY or did not fit the needs of the department. Lastly with the study being conducted for a countywide dispatch system the possibility exists there could be a change in systems in the next few years. We feel that due to the grant money being available now and the reasons described putting the lap top computers back in the cars now with Cody Computers Systems is the most prudent way to proceed.

In addition to the software updates and enhancements, it is recommended that Cody Computer Systems provide the necessary training for our officers at a cost of \$9,714.60.

**BUDGETARY INFORMATION:**

The total cost for the purchase of the software system and annual support, which does not include the costs for training, is \$42,154.80 and will be paid as follows: \$41,682.00 will be funded from two separate Federal "Edward Byrne Justice Assistance" Grants (one from 2005 for \$28,075.00 for "wi-fi" connectivity and one from 2006 for \$13,607.00 for NIBRS compliancy) and the remaining \$472.80 will be paid with funds from the 2008 Police Department budget.

The total cost for training is \$9,714.60 and will be paid with funds from the 2008 Police Department training budget.

It should be noted that the annual support fee will increase to \$10,220.65 (See page 3 of 3) The prorated fee, \$8,517.30 is part of the \$42,154.80 total cost. This annual support fee will be paid with funds from a currently budgeted \$12,000 computer line item.

**ACTION REQUESTED:**

It is requested that the legislation be approved to purchase software and services from Cody Computer Services consistent with their proposal, a copy of which is attached to this communication. It is further requested that this be passed and take immediate effect in accordance with Section 14 of the City Charter in order to begin training sessions and implementation to allow for better cruiser visibility, dispatcher and officer productivity and for the safety of our officers as soon as possible, especially during the busy summer months.

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Phillip J. Frost  
Lieutenant, Sandusky Police Department

Approved:

I concur with this recommendation:

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Charlie Sams, Acting Police Chief

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Matthew D. Kline, City Manager

Cc: Don Icsman, Law Director  
Ed Widman, Finance Director

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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH CODY COMPUTER SYSTEMS, OF POTTSTOWN, PENNSYLVANIA TO PURCHASE A SOFTWARE SYSTEM AND ANNUAL SUPPORT FOR USE BY THE SANDUSKY POLICE DEPARTMENT, USING FEDERAL FUNDS FROM THE EDWARD BYRNE JUSTICE ASSISTANCE GRANTS; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the Sandusky Police Department is currently using Cody Computer Systems software for their records system which has not been updated since 2006, and is recommending to purchase a software system and annual support from Cody Computer Systems that would provide silent dispatch and messaging on both SPD dispatch consoles, Cody mobile 7 with silent dispatching in all 14 cruisers, NIBRS (Ohio specific-OIBRS.) enhancement for the existing CODY records system and LEADS basic query interface for 2 dispatch positions, one report room position and the 14 cruisers; this purchase also includes a free server move, new oracle licensed software and a prorated maintenance agreement for all new and enhanced products; and

**WHEREAS**, for the past two (2) years the Sandusky Police Department has been without laptop computers in the cruisers and this purchase would enable the laptops to be returned to the cruisers allowing officers to remain on the road while writing reports and run LEADS reports from the cruisers which frees up the dispatchers and ultimately enhances visibility, productivity and officer safety; and

**WHEREAS**, presentations were given by seven (7) vendors and based upon familiarity, departmental needs, cost, availability of existing grant funds, and the ability to return the laptop computers to the cruisers, it was determined that the software and services provided by Cody Computer Systems of Pottstown, Pennsylvania was the most prudent manner to proceed; and

**WHEREAS**, the total cost for the purchase of the software system and annual support is \$42,154.80 (not including training) in which \$41,682.00 will be funded from two separate Federal "Edward Byrne Justice Assistance" Grants (2005 grant in the amount of \$28,075.00 for "wi-fi" connectivity and 2006 grant in the amount of \$13,607.00 for NIBRS compliancy) and the remaining \$472.80 will be paid with funds from the 2008 Police Department budget; and

**WHEREAS**, the total cost for training is \$9,714.60 and will be paid with funds from the 2008 Police Department training budget; and

**WHEREAS**, this legislation should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to begin the necessary training and implementation as soon as possible to increase cruiser visibility, dispatcher and officer productivity, officer safety and to begin utilizing during the busy summer months; and

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

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

Section 1. This City Commission authorizes and directs the City Manager to

enter into an agreement with Cody Computer Systems of Pottstown, Pennsylvania, to purchase a Software System and Annual Support for use by the Sandusky Police Department at an amount **not to exceed** Forty Two Thousand One Hundred Fifty Four and 80/100 Dollars (\$42,154.80) consistent with the proposal by Cody Computer Systems of Pottstown, Pennsylvania, currently on file in the Sandusky Police Department.

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: \_\_\_\_\_  
B. JOYCE BROWN  
CLERK OF THE CITY COMMISSION

Passed:

To: Matthew D. Kline, City Manager  
From: Kathryn K. McKillips, Director of Engineering Services  
Date: June 25, 2008  
Subject: Commission Agenda Item

**ITEM FOR CONSIDERATION:** Agreement for Professional Design Services with TranSystems Corporation of Cleveland, Ohio for the preliminary design work for the Camp Street Underpass Rehabilitation Project. This work is necessary for the Camp Street underpass improvements and pump station expansion. ODOT preliminary design requirements include but are not limited to the following: developing the purpose and need, field surveying, geotechnical investigations, retaining wall inspection, pump station investigation, identifying alternatives to the problems and a recommendation report. After the preliminary design is complete, an amendment to this agreement for the final design plans will need to be passed in order to complete the design process. The cost for this preliminary design work will not exceed \$113,625.00. Total design is estimated at \$250,000.00 which includes the cost of preliminary design.

Pursuant to Chapter 141, Professional Design Services Selection, of the Codified Ordinances of the City, thirteen engineering firms submitted qualifications in response to a Request for Qualifications. The list was narrowed to three firms: TranSystems Corporations, DLZ, and Proudfoot Associates. Interviews were held with the three firms, and TranSystems was found to be the most qualified based on project approach, project management, and ability to perform.

**BUDGETARY INFORMATION:** This is part of a \$1,577,446.00 project to rehabilitate the Camp Street Underpass. The Erie County MPO will fund 80% of \$1,327,446 (estimated construction cost) which is \$1,061,957. Due to budget constraints, it has been determined that the only way to get this project started is to use the Sewer Funds for the project at the front end (preliminary design). With an initial review of the work, at least \$113,625.00 will be spent on the pump station through investigation, design and construction, justifying the usage of sewer funds. Therefore, sewer funds will pay the \$113,625.00.

**ACTION REQUESTED:** It is recommended an Agreement for Professional Design Services with TranSystems Corporation of Cleveland, Ohio in the amount of \$113,625.00, be executed and that the necessary legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter in order to proceed with the preliminary design work for the Camp Street Underpass Rehabilitation Project. The project is currently scheduled for State FY2012. Although the design and review process is lengthy, and meeting the project schedule will be tight, the City will work towards moving the project's schedule up in order to get the rehabilitation of the underpass proceeding as soon as possible.

I concur with this recommendation:

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Matthew D. Kline, City Manager

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Kathryn K. McKillips, P. E., Director  
Department of Engineering Services

cc: Don C. Icsman, Law Director  
Joyce Brown, Clerk of City Commission  
Edward A. Widman, Finance Director

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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL DESIGN SERVICES WITH TRANSYSTEMS CORPORATION OF CLEVELAND, OHIO, FOR THE CAMP STREET UNDERPASS REHABILITATION PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, this preliminary design work for the Camp Street Underpass Rehabilitation Project is necessary for the improvements to the Camp Street underpass and pump station expansion and to meet Ohio Department of Transportation (ODOT) requirements; and

**WHEREAS**, the Ohio Department of Transportation (ODOT) preliminary design requirements include but are not limited to the following: developing the purpose and need, field surveying, geotechnical investigations, retaining wall inspection, pump station investigation, identifying alternatives to the problems and a recommendation report; and

**WHEREAS**, pursuant to Chapter 141, Professional Design Services Selection, of the Codified Ordinances of the City thirteen (13) engineering firms submitted statements of qualifications in which three (3) firms were interviewed and based on the firm's project approach, project management and the ability to perform, TranSystems Corporation was determined to be the most qualified; and

**WHEREAS**, the fee for this preliminary design work is \$113,625.00 and will be paid with Sewer Funds; and

**WHEREAS**, this legislation should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to proceed with the preliminary design work for the Camp Street Underpass Rehabilitation and work towards moving up the project's schedule in order to proceed with the rehabilitation of the underpass as soon as possible; 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 Department of Engineering Services of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The City Manager is authorized and directed to enter into an Professional Design Services agreement with TranSystems Corporation of Cleveland, Ohio, for preliminary design services for the Camp Street Underpass Rehabilitation Project, substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, at an amount **not to exceed** One Hundred Thirteen Thousand Six Hundred Twenty Five and 00/100 Dollars (\$113,625.00).

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: \_\_\_\_\_  
B. JOYCE BROWN  
CLERK OF THE CITY COMMISSION

Passed:

**AGREEMENT  
FOR  
PROFESSIONAL DESIGN SERVICES**

This Agreement for Professional Design Services (this "Agreement"), made as of \_\_\_\_\_, 2008, 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 TranSystems Corporation of Ohio (the "Architect/Engineer"), whose contact person and address are set forth below.

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

Project Name:	Camp Street Underpass Rehabilitation Project PID No. 82672
Director of Engineering Services: Address:	Kathryn K. McKillips, P.E. Department of Engineering Services City of Sandusky 222 Meigs Street Sandusky, Ohio 44870
Architect/Engineer: Contact: Address:	TranSystems Corporation of Ohio Elizabeth Fulton, P.E., 55 Public Square, Suite 1900 Cleveland, Ohio 44113-1901

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

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

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

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

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

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

1.1.1. Scope of Services; Applicable Law. The Architect/Engineer shall provide professional design services, including, without limitation, services customarily furnished in accordance with generally accepted architectural or engineering

services, for the Project in accordance with the terms of this Agreement. The Architect/Engineer shall provide such services in accordance with the applicable Sections of the Ohio Revised Code and any applicable state rules and regulations, any applicable federal and local statutes, ordinances, rules and regulations and the Contract Documents.

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

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

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

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

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

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

**2.1. General**

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

**ARTICLE 3. ADDITIONAL SERVICES**

**3.1. General**

3.1.1. Any services related to the Project not included in Basic Services are Additional Services. Additional Services shall be provided only if requested by the City in writing. Additional Services shall be paid for as provided in this Agreement in addition to the compensation for Basic Services; provided, however, the Architect/Engineer shall not be compensated for any services made necessary by the act or omission of the Architect/Engineer or any Consultant. Unless waived by the City in writing, authorization to provide Additional Services must be obtained prior to providing the Additional Services.

**ARTICLE 4. RESPONSIBILITIES OF THE CITY**

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

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

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

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

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

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

## **ARTICLE 5. COMPENSATION**

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

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

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

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

### **5.2. Reimbursable Expenses**

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

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

### **5.3. Basis of Compensation.**

5.3.1. Basic Fee. For Basic Services provided by the Architect/Engineer and all Consultants, the City shall pay the Architect/Engineer a Basic Fee in accordance

with Paragraph 5.4 hereof in the amount not to exceed **One Hundred Thirteen Thousand Six Hundred Twenty-eight and 00/100 (\$113,625.00)**. A change in the Basic Fee may be made only by an amendment in accordance with Subparagraph 9.5.2.

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

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

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

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

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

5.4.2. Additional Fees, Reimbursable Expenses. Payments of Additional Fees for Additional Services in accordance with Article III and Subparagraph 5.3.2 and for Reimbursable Expenses as set forth in Paragraph 5.2 shall be made monthly based upon services performed or expenses incurred, as applicable, and as shown by a properly completed and supported invoice of the Architect/Engineer. Invoices shall be sufficiently detailed and supported to permit review by the City for approval or disapproval of any amounts set forth in the invoice.

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

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

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

### **6.1. Insurance**

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

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

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

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

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

## **6.2. Indemnification.**

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

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

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

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

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

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

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

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

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

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

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

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

8.1.1. Means of Termination. This Agreement may be terminated by either party upon seven (7) days written notice should the other party fail to perform in accordance with the terms of this Agreement; provided, however, the Architect/Engineer shall not terminate this Agreement for non-payment if the City initiates the payment process by preparing, executing and submitting a voucher for all reasonably undisputed amounts due to the Architect/Engineer within ten (10) days of receipt of the Architect/Engineer's written notice to terminate. This Agreement may be terminated by the City in whole or in part, without cause upon fifteen (15) days written notice to the Architect/Engineer. This Agreement may be terminated in whole or in part, at any time upon the mutual consent of the City and the Architect/Engineer.

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

8.1.3. Architect/Engineer's Remedies Upon Termination by City for Cause. In the event of a termination which is due to the failure of the Architect/Engineer to perform in accordance with the terms of this Agreement, the Architect/Engineer shall be compensated only for Basic Services performed and paid for prior to the termination date in accordance with the percentages set forth in Subparagraph 5.4.1, together with Additional Services completely performed prior to the termination date. In such event, the Architect/Engineer shall be reimbursed only for Reimbursable Expenses incurred prior to the date of the notice of termination, unless the City consents in writing to the payment of Reimbursable Expenses incurred after that date.

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

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

## **8.2. Remedies**

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

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

## **ARTICLE 9. MISCELLANEOUS PROVISIONS**

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

9.1.1. Property of City. Drawings and other documents prepared by, or with the cooperation of, the Architect/Engineer or any Consultant pursuant to this Agreement, including all copyrights, are the property of the City whether or not the Project for which they are prepared is commenced or completed. The Architect/Engineer or Consultant, as applicable, may retain copies, including reproducible copies of such drawings and other documents for information and reference. Such drawings or other documents may be used by the City or others employed by the City for reference in any completion, construction, correction, remodeling, renovation, reconstruction, alteration, modification of or addition to

the Project, without compensation to the Architect/Engineer or Consultant. Such drawings or other documents shall not be used by the City, or be given or sold by the City to be used by others, on other projects except by agreement in writing and with agreed upon appropriate compensation to the Architect/Engineer or Consultant, as applicable. If an event occurs for which the Architect/Engineer or Consultant may be liable, the City shall notify the Architect/Engineer or Consultant of such event as soon as practical after such event and shall provide access to the Project to the Architect/Engineer or Consultant and their representatives. This Subparagraph shall survive termination of this Agreement.

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

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

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

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

**9.5. Extent of Agreement**

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

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

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

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

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

## **9.6. Governing Law**

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

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

## **9.7. Notices**

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

9.7.2. Facsimiles. For convenience of communication only, notices, certificates, requests or other communications hereunder of fewer than ten (10) pages, except requests for payment, may be sent by facsimile transmission to the City at (419) 627-5933 and to the Architect/Engineer at (216) 861-1028. Notices, certificates, requests or other communications sent by facsimile transmission shall not be deemed to be given unless a counterpart is received or mailed in accordance with Subparagraph 9.7.1. Requests for payment may be sent to the City by facsimile transmission only upon specific direction from the City.

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

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

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

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

**SIGNATURE PAGE TO FOLLOW**

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

TRANSYSTEMS CORPORATION OF OHIO  
("Architect/Engineer")

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

CITY OF SANDUSKY

By: \_\_\_\_\_  
Matthew D. Kline  
City Manager

CERTIFICATE OF FUNDS

In the matter of:                    Agreement with TranSystems Corporation of Ohio

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

Dated: \_\_\_\_\_, 2008

CITY OF SANDUSKY

By: \_\_\_\_\_  
Edward A. Widman  
Finance Director

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

\_\_\_\_\_  
Amount



To: Matthew D. Kline, City Manager  
From: Kathryn K. McKillips, Director of Engineering Services  
Date: July 3, 2008  
Subject: Commission Agenda Item

**ITEM FOR CONSIDERATION:** Legislation amending Ordinance No. 07-010 passed by City Commission on February 12, 2007.

Ordinance No. 07-010 authorized the City Manager to enter into an agreement for Professional Design Services with Jones & Henry Engineers for the Wastewater treatment Plant Expansion Project Phase II. The consulting fee for the design work is \$1,302,450.00 per agreement. The ordinance approved \$795,796.95 to be paid to Jones & Henry which reflects the City's 61.1% share of the project costs. Erie County pays the remaining 38.9%.

The Sewer Agreement between the City and the County provided a process by which the Ohio Water Development Authority (OWDA) pays Jones & Henry directly after receipt of an approved invoice with the City/County split. Unfortunately, OWDA will not pay consultants directly, as policy. By amending the ordinance and allowing the City to pay Jones & Henry up to the total amount of the agreement, the City is working with Erie County without having them revise their legislation and eliminates the possibility of a need for a three party agreement to finish the design phase of this project.

The payments to date have been paid 100% by the City with Erie County reimbursing the City for their share. At the completion of the design work, the City will have paid its 61.1% and Erie County 38.9% of the total cost for the design agreement with Jones & Henry. The issue we have now is that the original ordinance will not allow payment beyond \$795,796.95, even with being reimbursed. (Revenues and expenses are reported separately). In order to proceed with processing payments, the ordinance must be amended to include the total design fee of \$1,302,450.00.

With the approved Permit to Install from the Ohio EPA in hand, final design is progressing very quickly. As soon as a final set of plans are available, the construction phase of the project will be brought in front of the Commission for approval. For the construction phase, OWDA will make direct payments to the contractors, not the consultants, as stated in the Sewer Agreement.

**BUDGETARY INFORMATION:** Pursuant to the new Sewer Services Agreement with Erie County, reimbursement of design fees by Erie County means there is no additional budgetary impact with this amendment. The City will not expend any additional funds with this legislation.

**ACTION REQUESTED:** Request legislation amending Ordinance 07-010 to permit the City to pay Jones & Henry Engineers a total not to exceed \$1,302,450.00 for the design of the Wastewater treatment Plant Expansion Project Phase II. It is also requested that the legislation to be passed under the suspension of the rules in accordance with section 14 of the City Charter so that design can continue as well as payments to Jones & Henry in a timely fashion.

---

Kathryn K. McKillips, P.E.  
Director of Engineering Services

I concur with the recommendation:

---

Matthew D. Kline  
City Manager

cc: Joyce Brown, Clerk of Commission  
Ed Widman, Finance Director

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

**AN ORDINANCE AMENDING SECTION 1 OF ORDINANCE NO. 07-010 FOR THE WASTEWATER TREATMENT PLANT EXPANSION PROJECT PHASE II, PASSED ON FEBRUARY 12, 2007; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, this City Commission approved a contract with Jones & Henry Engineers, Ltd. for the Wastewater Treatment Plant Expansion Project Phase II, by Ordinance No. 07-010, passed on February 12, 2007, in an amount not to exceed \$795,796.95; and

**WHEREAS**, the new Sewer Services Agreement with Erie County provides for the City to fund 61.1% (\$795,796.95) and the County to fund 38.9% of the Engineering Consultant fee which is being financed through the Ohio Water Development Authority (OWDA); and

**WHEREAS**, payments to date have been paid 100% by the City with Erie County reimbursing the City for their 38.9% portion and in order to continue with this process of payments, the Ordinance must be amended to include the total design fee of \$1,302,450.00; and

**WHEREAS**, pursuant to the new Sewer Services Agreement, the reimbursement of fees by Erie County means there is no additional budgetary impact with this amendment; and

**WHEREAS**, this legislation should be passed under suspension of the rules as an emergency measure in accordance with Section 14 of the City Charter in order to continue the design work for this project and make payments to Jones & Henry Engineers, Ltd. in a timely manner; 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 Department of Engineering Services of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. This City Commission hereby approves the amendment to Section 1 of Ordinance No. 07-010, passed on February 12, 2007, for Professional Design Services provided by Jones & Henry Engineers, Ltd. for the Wastewater Treatment Plant Expansion Project Phase II, from Seven Hundred Ninety Five Thousand Seven Hundred Ninety Six and 95/100 Dollars (\$795,796.95) to an amount **not to exceed** One Million Three Hundred Two Thousand Four Hundred Fifty and 00/100 Dollars (\$1,302,450.00) consistent with the contract with Jones & Henry Engineers, Ltd. currently on file in the office of the Director of Engineering Services.

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: \_\_\_\_\_  
B. JOYCE BROWN  
CLERK OF THE CITY COMMISSION

Passed:



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## CITY COMMISSIONERS

DENNIS E. MURRAY, JR., President  
CRAIG H. STAHL, Vice President  
JULIE A. FARRAR  
BRETT L. FUQUA, SR.  
DANIEL J. KAMAN  
DAVID L. WADDINGTON

MATTHEW D. KLINE, City Manager  
DONALD C. ICSMAN, Law Director  
EDWARD A. WIDMAN, Finance Director  
B. JOYCE BROWN, Commission Clerk

222 MEIGS STREET  
SANDUSKY, OH 44870  
Phone: 419.627.5844  
FAX: 419.627.5825

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

TO: City Commission

FROM: Matthew D. Kline

DATE: July 3, 2008

SUBJECT: Vietnam Veteran Memorial at Veterans Park

Item for Consideration: It is requested that legislation be approved allowing for the placement of a Vietnam War Memorial in Veterans Park. Attached to this communication is a drawing of the granite marker which is being proposed. In addition, a portion of the existing sidewalk will be replaced with a brick paver walkway and engraved brick pavers will be made available for sale through the Sandusky Veterans Park Committee.

Budgetary Information: The brick paver walkway and stone monument will be paid for and constructed through private donations and spearheaded by the Vietnam Veterans Memorial Committee, a sub-committee of the Sandusky Veterans Park Committee. The city's Horticultural Services and Engineering staff will work with the members of this Committee during its construction.

Action Requested: It is requested that the attached legislation be passed, according to Section 14 of the City Charter, approving the placement of a brick paver walkway and a granite monument on Sandusky property in Veterans Park to honor those who served in the Vietnam War. Approval under Section 14 will allow the Committee to move forward expeditiously with this project.

*Attachment*

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

**AN ORDINANCE RATIFYING AND PROVIDING FOR THE USE OF CERTAIN PROPERTY OF THE CITY FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING A BRICK PAVER AND STONE MONUMENT HONORING VIETNAM WAR VETERANS IN VETERANS MEMORIAL PARK; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, certain property of the City set forth in a recorded plat of the City dated June 5, 1818 (commonly referred to as the "Old Town Plat of Sandusky"), referred to as one of three small triangles on Miami Avenue (n.k.a. Central Avenue) on such plat and more fully described in Exhibit "A" attached hereto, being the triangle bounded by Central Avenue, Jackson Street and Adams Street; and

**WHEREAS**, this City and its City Commission, under the powers of local self government granted thereto directly by Article XVIII of the Ohio Constitution, has the power to appropriate the use of City property that is consistent with the dedicatory language contained in the Old Town Plat of Sandusky and which shall enhance public access and use of the park; and

**WHEREAS**, the Vietnam Memorial Committee of Erie County, a sub-committee of the Sandusky Park Committee, wishes to erect a stone monument including a walkway of engraved brick pavers honoring veterans of the Vietnam War in Veterans Memorial Park; and

**WHEREAS**, this City Commission finds that it is necessary and appropriate to dedicate a portion of Veterans Memorial Park for the purpose of placing a brick paver walkway and stone monument honoring the veterans of the Vietnam War as proposed and determines that the monument and pavers are consistent with the dedicatory language contained in the "Old Town Plat of Sandusky" and will enhance the public's use and access of the Veterans Memorial Park; and

**WHEREAS**, this legislation should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to allow the Committee to move forward with this project expeditiously; and

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

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

Section 1. For the reason set forth in the preambles hereto, this City Commission finds, determines and declares that it is necessary and appropriate to dedicate a portion of Veterans Memorial Park as described and depicted in the proposal of the Vietnam Veterans Memorial Committee, a copy of which is attached to this Ordinance marked Exhibit "A" and is specifically incorporated as if fully rewritten herein, shall hereafter be used for the purpose of constructing and maintaining a stone monument and engraved brick pavers in honor of Vietnam War Veterans.

Section 2. This City Commission finds and determines that the erection of the stone monument and installation of the engraved brick pavers are consistent with the dedicatory language contained in the "Old Town Plat of Sandusky" and will enhance and encourage public access and use of the Veterans Memorial Park.

Section 3. The Clerk of the City Commission is directed to deliver a certified copy of this Ordinance to the County Recorder.

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

Section 5. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and 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 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: \_\_\_\_\_  
B. JOYCE BROWN  
CLERK OF THE CITY COMMISSION

Passed:

To: Matthew D. Kline, City Manager  
From: Kathryn K. McKillips, Director of Engineering Services  
Date: July 3, 2008  
Subject: Commission Agenda Item

**Item for Consideration:** Legislation repealing current Chapter 1157, Flood Control of the Codified Ordinances and adopting new Chapter 1157, Flood Damage Reduction.

On July 5, 1977, the Federal Emergency Management Agency (FEMA) issued a Flood Insurance Rate Map (FIRM) that identified special flood hazard areas. Recently, FEMA revised the FIRM panels for the City in a countywide format for all jurisdictions within Erie County. Section 1361 of the National Flood Insurance Act of 1968 requires that the City adopt the new FIRMs in order to remain eligible for the National Flood Insurance Program (NFIP). The new FIRMs are effective August 28, 2008. The City must show evidence that the new FIRMs were adopted by the effective date.

The current Chapter 1157 Flood Control was adopted on November 13, 2000. The new Chapter 1157 reflects the model ordinance that meets all the requirements for FEMA and the NFIP that ODNR has provided to jurisdictions in Ohio. The ordinance regulates what takes place in floodplains. The goal of the chapter is to decrease potential damage to property, both real and personal, during flood events. As a result of a study performed by FEMA, the base flood elevation for Lake Erie and its tributaries has increased, thus changing the floodplain boundaries. With this change, properties that were not in the floodplain previously may require floodplain insurance in the future. The City of Sandusky participates in the Federal Flood Insurance Program. By adopting regulations that control the building, grading, clearing, and filling of floodplains, property owners are able to receive government subsidized flood insurance.

**Budgetary Information:** This item has no budgetary impact.

**Action Requested:** It is recommended that the current Chapter 1157 be repealed and the new Chapter 1157, Flood Damage Reduction be approved. The new FIRMs are required to be adopted by August 28, 2008.

I concur with this recommendation:

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Matthew D. Kline, City Manager

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Kathryn K. McKillips,  
Director of Engineering Services

cc: Don Icsman, Law Director  
Joyce Brown, Clerk of City Commission  
Ed Widman, Finance Director

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

**AN ORDINANCE AMENDING PART ELEVEN - PLANNING AND ZONING CODE, TITLE FIVE - ADDITIONAL ZONING REQUIREMENTS, CHAPTER 1157 - FLOOD CONTROL, IN THE MANNER AND WAY SPECIFICALLY SET FORTH HEREINBELOW.**

**WHEREAS**, on July 5, 1977, the Federal Emergency Management Agency (FEMA) issued a Flood Insurance Rate Map (FIRM) that identified special flood hazard areas and has recently revised the FIRM panels in a countywide format for all jurisdictions within Erie County, including the City of Sandusky; and

**WHEREAS**, Section 1361 of the National Flood Insurance Act of 1968 requires the City of Sandusky to adopt the new FIRMs BY August 28, 2008 in order to remain eligible for the National Flood Insurance Program (NFIP) in which the City participates; and

**WHEREAS**, this new Chapter 1157, Flood Damage Reduction, reflects the model ordinance provided by the Ohio Department of Natural Resources that meets all the requirements for FEMA and NFIP and was approved by the Ohio Department of Natural Resources on June 11, 2008; and

**WHEREAS**, the goal of this new Chapter 1157 is to decrease potential damage to property, both real and personal, during flood events which will control the building, grading, clearing, and filling of floodplains and allow property owners to receive government subsidized flood insurance; 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. Part Eleven - Planning and Zoning Code, Title Five - Additional Zoning Requirements, Chapter 1157 - Flood Control be amended by the repeal of current Chapter 1157 and the enactment of new Chapter 1157 as follows:

**NEW CHAPTER 1157  
FLOOD DAMAGE REDUCTION**

<b>1157.01</b>	<b>General Provisions.</b>	<b>1157.05</b>	<b>Appeals and Variances.</b>
<b>1157.02</b>	<b>Definitions.</b>	<b>1157.06</b>	<b>Enforcement.</b>
<b>1157.03</b>	<b>Administration.</b>		
<b>1157.04</b>	<b>Use And Development Standards For Flood Hazard Reduction.</b>		

**1157.01 GENERAL PROVISIONS.**

**(a) Statutory Authorization**

**ARTICLE XVIII, Section 7, Home Rule and ARTICLE XVIII, Section 3, of the Ohio Constitution grants municipalities the legal authority to adopt land use and control measures for promoting the health, safety, and general welfare of its citizens. Therefore, the City Commission of Sandusky, State of Ohio, does ordain as follows:**

**(b) Findings of Fact**

**The City of Sandusky has special flood hazard areas that are subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public**

expenditures for flood protection and relief, and impairment of the tax base. Additionally, structures that are inadequately elevated, floodproofed, or otherwise protected from flood damage also contribute to the flood loss. In order to minimize the threat of such damages and to achieve the purposes hereinafter set forth, these regulations are adopted.

**(c) Statement of Purpose**

It is the purpose of these regulations to promote the public health, safety and general welfare, and to:

- (1) Protect human life and health;
- (2) Minimize expenditure of public money for costly flood control projects;
- (3) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- (4) Minimize prolonged business interruptions;
- (5) Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in areas of special flood hazard;
- (6) Help maintain a stable tax base by providing for the proper use and development of areas of special flood hazard so as to protect property and minimize future flood blight areas;
- (7) Ensure that those who occupy the areas of special flood hazard assume responsibility for their actions;
- (8) Minimize the impact of development on adjacent properties within and near flood prone areas;
- (9) Ensure that the flood storage and conveyance functions of the floodplain are maintained;
- (10) Minimize the impact of development on the natural, beneficial values of the floodplain;
- (11) Prevent floodplain uses that are either hazardous or environmentally incompatible; and
- (12) Meet community participation requirements of the National Flood Insurance Program.

**(d) Methods of Reducing Flood Loss**

In order to accomplish its purposes, these regulations include methods and provisions for:

- (1) Restricting or prohibiting uses which are dangerous to health, safety, and property due to water hazards, or which result in damaging increases in flood heights or velocities;
- (2) Requiring that uses vulnerable to floods, including facilities, which serve such uses, be protected against flood damage at the time of initial construction;
- (3) Controlling the alteration of natural floodplains, stream channels, and natural protective barriers, which help accommodate or channel flood waters;
- (4) Controlling filling, grading, dredging, excavating, and other development which may increase flood damage; and,
- (5) Preventing or regulating the construction of flood barriers, which will unnaturally divert flood, waters or which may increase flood hazards in other areas.

**(e) Lands to Which These Regulations Apply**

These regulations shall apply to all areas of special flood hazard within the jurisdiction of the City of Sandusky as identified in Section 1157.01(f), including any additional areas of special flood hazard annexed by City of Sandusky.

**(f) Basis for Establishing the Areas of Special Flood Hazard**

For the purposes of these regulations, the following studies and / or maps are adopted:

- (1) *Flood Insurance Study Erie County, Ohio and Incorporated Areas and Flood Insurance Rate Map Erie County, Ohio and Incorporated Areas* both effective August 28, 2008.
- (2) Other studies and / or maps, which may be relied upon for establishment of the flood protection elevation, delineation of the 100-year floodplain, floodways or delineation of other areas of special flood hazard.
- (3) Any hydrologic and hydraulic engineering analysis authored by a registered Professional Engineer in the State of Ohio, which has been approved by the City of Sandusky as required by Section 1157.04(c) Subdivisions and Large Scale Developments.

Any revisions to the aforementioned maps and / or studies are hereby adopted by reference and declared to be a part of these regulations. Such maps and/or studies are on file at the office of the Director of Engineering Services 222 Meigs Street Sandusky, Ohio 44870.

- (g) **Abrogation and Greater Restrictions**  
These regulations are not intended to repeal any existing ordinances including subdivision regulations, zoning or building codes. In the event of a conflict between these regulations and any other ordinance, the more restrictive shall be followed. These regulations shall not impair any deed restriction covenant or easement but the land subject to such interests shall also be governed by the regulations.
- (h) **Interpretation**  
In the interpretation and application of these regulations, all provisions shall be:
- (1) Considered as minimum requirements;
  - (2) Liberally construed in favor of the governing body; and,
  - (3) Deemed neither to limit nor repeal any other powers granted under state statutes. Where a provision of these regulations may be in conflict with a state or Federal law, such state or Federal law shall take precedence over these regulations.
- (i) **Warning and Disclaimer of Liability**  
The degree of flood protection required by these regulations is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. These regulations do not imply that land outside the areas of special flood hazard or uses permitted within such areas will be free from flooding or flood damage. These regulations shall not create liability on the part of the City of Sandusky, any officer or employee thereof, or the Federal Emergency Management Agency, for any flood damage that results from reliance on these regulations or any administrative decision lawfully made thereunder.
- (j) **Severability**  
Should any section or provision of these regulations be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the regulations as a whole, or any part thereof other than the part so declared to be unconstitutional or invalid.

**1157.02 DEFINITIONS.**

Unless specifically defined below, words or phrases used in these regulations shall be interpreted so as to give them the meaning they have in common usage and to give these regulations the most reasonable application.

- (a) **Accessory Structure:** A structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal structure.

- (b) **Appeal:** A request for review of the floodplain administrator's interpretation of any provision of these regulations or a request for a variance.
- (c) **Base Flood:** The flood having a one percent chance of being equaled or exceeded in any given year. The base flood may also be referred to as the 1% chance annual flood or one-hundred (100) year flood.
- (d) **Base (100-Year) Flood Elevation (BFE):** The water surface elevation of the base flood in relation to a specified datum, usually the National Geodetic Vertical Datum of 1929 or the North American Vertical Datum of 1988, and usually expressed in Feet Mean Sea Level (MSL). In Zone AO areas, the base flood elevation is the natural grade elevation plus the depth number (from 1 to 3 feet).
- (d) **Basement:** Any area of the building having its floor subgrade (below ground level) on all sides.
- (e) **Development:** Any manmade change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.
- (f) **Enclosure Below the Lowest Floor:** See "Lowest Floor."
- (g) **Executive Order 11988 (Floodplain Management):** Issued by President Carter in 1977, this order requires that no federally assisted activities be conducted in or have the potential to affect identified special flood hazard areas, unless there is no practicable alternative.
- (h) **Federal Emergency Management Agency (FEMA):** The agency with the overall responsibility for administering the National Flood Insurance Program.
- (i) **Fill:** A deposit of earth material placed by artificial means.
- (j) **Flood or Flooding:** A general and temporary condition of partial or complete inundation of normally dry land areas from:
  - (a) The overflow of inland or tidal waters, and/or
  - (b) The unusual and rapid accumulation or runoff of surface waters from any source.
- (k) **Flood Hazard Boundary Map (FHBM):** Usually the initial map, produced by the Federal Emergency Management Agency, or U.S. Department of Housing and Urban Development, for a community depicting approximate special flood hazard areas.
- (l) **Flood Insurance Rate Map (FIRM):** An official map on which the Federal Emergency Management Agency or the U.S. Department of Housing and Urban Development has delineated the areas of special flood hazard.
- (m) **Flood Insurance Risk Zones:** Zone designations on FHBMs and FIRMs that indicate the magnitude of the flood hazard in specific areas of a community. Following are the zone definitions:
  - (1) **Zone A:** Special flood hazard areas inundated by the 100-year flood; base flood elevations are not determined.
  - (2) **Zones A1-30 and Zone AE:** Special flood hazard areas inundated by the 100-year flood; base flood elevations are determined.
  - (3) **Zone AO:** Special flood hazard areas inundated by the 100-year flood; with flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths are determined.
  - (4) **Zone AH:** Special flood hazard areas inundated by the 100-year flood; flood depths of 1 to 3 feet (usually areas of ponding); base flood elevations are determined.
  - (5) **Zone A99:** Special flood hazard areas inundated by the 100-year flood to

be protected from the 100-year flood by a Federal flood protection system under construction; no base flood elevations are determined.

- (6) **Zone B and Zone X (shaded):** Areas of 500-year flood; areas subject to the 100-year flood with average depths of less than 1 foot or with contributing drainage area less than 1 square mile; and areas protected by levees from the base flood.
- (7) **Zone C and Zone X (unshaded):** Areas determined to be outside the 500-year floodplain.
  
- (n) **Flood Insurance Study (FIS):** The official report in which the Federal Emergency Management Agency or the U.S. Department of Housing and Urban Development has provided flood profiles, floodway boundaries (sometimes shown on Flood Boundary and Floodway Maps), and the water surface elevations of the base flood.
  
- (o) **Flood Protection Elevation:** The Flood Protection Elevation, or FPE, is the base flood elevation plus two (2) feet of freeboard. In areas where no base flood elevations exist from any authoritative source, the flood protection elevation can be historical flood elevations, or base flood elevations determined and/or approved by the floodplain administrator.
  
- (p) **Floodway:** A floodway is the channel of a river or other watercourse and the adjacent land areas that have been reserved in order to pass the base flood discharge. A floodway is typically determined through a hydraulic and hydrologic engineering analysis such that the cumulative increase in the water surface elevation of the base flood discharge is no more than a designated height. In no case shall the designated height be more than one foot at any point within the community.  
  
The floodway is an extremely hazardous area, and is usually characterized by any of the following: Moderate to high velocity flood waters, high potential for debris and projectile impacts, and moderate to high erosion forces.
  
- (q) **Freeboard:** A factor of safety usually expressed in feet above a flood level for the purposes of floodplain management. Freeboard tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, obstructed bridge openings, debris and ice jams, and the hydrologic effect of urbanization in a watershed.
  
- (r) **Historic structure:** Any structure that is:
  - (1) Listed individually in the National Register of Historic Places (a listing maintained by the U.S. Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listings on the National Register;
  - (2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district; or
  - (3) Individually listed on the State of Ohio's inventory of historic places maintained by the Ohio Historic Preservation Office.
  - (4) Individually listed on the inventory of historic places maintained by City of Sandusky's historic preservation program, which program is certified by the Ohio Historic Preservation Office.
  
- (s) **Hydrologic and hydraulic engineering analysis:** An analysis performed by a professional engineer, registered in the State of Ohio, in accordance with standard engineering practices as accepted by FEMA, used to determine flood elevations and/or floodway boundaries.
  
- (t) **Letter of Map Change (LOMC):** A Letter of Map Change is an official FEMA determination, by letter, to amend or revise effective Flood Insurance Rate Maps,

Flood Boundary and Floodway Maps, and Flood Insurance Studies. LOMCs are broken down into the following categories:

- (1) **Letter of Map Amendment (LOMA):** A revision based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property is not located in a special flood hazard area.
  - (2) **Letter of Map Revision (LOMR):** A revision based on technical data that, usually due to manmade changes, shows changes to flood zones, flood elevations, floodplain and floodway delineations, and planimetric features. One common type of LOMR, a LOMR-F, is a determination concerning whether a structure or parcel has been elevated by fill above the base flood elevation and is, therefore, excluded from the special flood hazard area.
  - (3) **Conditional Letter of Map Revision (CLOMR):** A formal review and comment by FEMA as to whether a proposed project complies with the minimum National Flood Insurance Program floodplain management criteria. A CLOMR does not amend or revise effective Flood Insurance Rate Maps, Flood Boundary and Floodway Maps, or Flood Insurance Studies.
- 
- (u) **Lowest floor:** The lowest floor of the lowest enclosed area (including basement) of a structure. This definition excludes an "enclosure below the lowest floor" which is an unfinished or flood resistant enclosure usable solely for parking of vehicles, building access or storage, in an area other than a basement area, provided that such enclosure is built in accordance with the applicable design requirements specified in these regulations for enclosures below the lowest floor.
  - (v) **Manufactured home:** A structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle". For the purposes of these regulations, a manufactured home includes manufactured homes and mobile homes as defined in Chapter 3733 of the Ohio Revised Code.
  - (w) **Manufactured home park:** As specified in the Ohio Administrative Code 3701-27-01, a manufactured home park means any tract of land upon which three or more manufactured homes, used for habitation are parked, either free of charge or for revenue purposes, and includes any roadway, building, structure, vehicle, or enclosure used or intended for use as part of the facilities of the park. A tract of land that is subdivided and the individual lots are not for rent or rented, but are for sale or sold for the purpose of installation of manufactured homes on the lots, is not a manufactured home park, even though three or more manufactured homes are parked thereon, if the roadways are dedicated to the local government authority.
  - (x) **National Flood Insurance Program (NFIP):** The NFIP is a Federal program enabling property owners in participating communities to purchase insurance protection against losses from flooding. This insurance is designed to provide an insurance alternative to disaster assistance to meet the escalating costs of repairing damage to buildings and their contents caused by floods. Participation in the NFIP is based on an agreement between local communities and the Federal government that states if a community will adopt and enforce floodplain management regulations to reduce future flood risks to all development in special flood hazard areas, the Federal government will make flood insurance available within the community as a financial protection against flood loss.
  - (y) **New construction:** Structures for which the "start of construction" commenced on or after the initial effective date of the City of Sandusky Flood Insurance Rate Map, July 5, 1977, and includes any subsequent improvements to such structures.
  - (z) **Person:** Includes any individual or group of individuals, corporation, partnership,

association, or any other entity, including state and local governments and agencies. An agency is further defined in the Ohio Revised Code Section 111.15 as any governmental entity of the state and includes, but is not limited to, any board, department, division, commission, bureau, society, council, institution, state college or university, community college district, technical college district, or state community college. "Agency" does not include the general assembly, the controlling board, the adjutant general's department, or any court.

- (aa) **Recreational vehicle:** A vehicle which is (1) built on a single chassis, (2) 400 square feet or less when measured at the largest horizontal projection, (3) designed to be self-propelled or permanently towable by a light duty truck, and (4) designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.
- (bb) **Registered Professional Architect:** A person registered to engage in the practice of architecture under the provisions of sections 4703.01 to 4703.19 of the Revised Code.
- (cc) **Registered Professional Engineer:** A person registered as a professional engineer under Chapter 4733 of the Revised Code.
- (dd) **Registered Professional Surveyor:** A person registered as a professional surveyor under Chapter 4733 of the Revised Code.
- (ee) **Special Flood Hazard Area:** Also known as "Areas of Special Flood Hazard", it is the land in the floodplain subject to a one percent or greater chance of flooding in any given year. Special flood hazard areas are designated by the Federal Emergency Management Agency on Flood Insurance Rate Maps, Flood Insurance Studies, Flood Boundary and Floodway Maps and Flood Hazard Boundary Maps as Zones A, AE, AH, AO, A1-30, and A99. Special flood hazard areas may also refer to areas that are flood prone and designated from other federal state or local sources of data including but not limited to historical flood information reflecting high water marks, previous flood inundation areas, and flood prone soils associated with a watercourse.
- (ff) **Start of construction:** The date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of a building.
- (gg) **Structure:** A walled and roofed building, manufactured home, or gas or liquid storage tank that is principally above ground.
- (hh) **Substantial Damage:** Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.
- (ii) **Substantial Improvement:** Any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the "start of construction" of the

improvement. This term includes structures, which have incurred "substantial damage", regardless of the actual repair work performed. The term does not, however, include:

- (1) Any improvement to a structure that is considered "new construction,"
- (2) Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified prior to the application for a development permit by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or
- (3) Any alteration of a "historic structure," provided that the alteration would not preclude the structure's continued designation as a "historic structure".

(jj) **Variance:** A grant of relief from the standards of these regulations consistent with the variance conditions herein.

(kk) **Violation:** The failure of a structure or other development to be fully compliant with these regulations.

#### 1157.03 ADMINISTRATION.

(a) **Designation of the Floodplain Administrator**

The Director of Engineering Services is hereby appointed to administer and implement these regulations and is referred to herein as the Floodplain Administrator.

(b) **Duties and Responsibilities of the Floodplain Administrator**

The duties and responsibilities of the Floodplain Administrator shall include but are not limited to:

- (1) Evaluate applications for permits to develop in special flood hazard areas.
- (2) Interpret floodplain boundaries and provide flood hazard and flood protection elevation information.
- (3) Issue permits to develop in special flood hazard areas when the provisions of these regulations have been met, or refuse to issue the same in the event of noncompliance.
- (4) Inspect buildings and lands to determine whether any violations of these regulations have been committed.
- (5) Make and permanently keep all records for public inspection necessary for the administration of these regulations including Flood Insurance Rate Maps, Letters of Map Amendment and Revision, records of issuance and denial of permits to develop in special flood hazard areas, determinations of whether development is in or out of special flood hazard areas for the purpose of issuing floodplain development permits, elevation certificates, variances, and records of enforcement actions taken for violations of these regulations.
- (6) Enforce the provisions of these regulations.
- (7) Provide information, testimony, or other evidence as needed during variance hearings.
- (8) Coordinate map maintenance activities and FEMA follow-up.
- (9) Conduct substantial damage determinations to determine whether existing structures, damaged from any source and in special flood hazard areas identified by FEMA, must meet the development standards of these regulations.

(c) **Floodplain Development Permits**

It shall be unlawful for any person to begin construction or other development activity including but not limited to filling; grading; construction; alteration, remodeling, or expanding any structure; or alteration of any watercourse wholly within, partially within or in contact with any identified special flood hazard area, as established in Section 1157.01(f), until a floodplain development permit is obtained from the Floodplain Administrator. Such floodplain development permit

shall show that the proposed development activity is in conformity with the provisions of these regulations. No such permit shall be issued by the Floodplain Administrator until the requirements of these regulations have been met.

**(d) Application Required**

An application for a floodplain development permit shall be required for all development activities located wholly within, partially within, or in contact with an identified special flood hazard area. Such application shall be made by the owner of the property or his/her authorized agent, herein referred to as the applicant, prior to the actual commencement of such construction on a form furnished for that purpose. Where it is unclear whether a development site is in a special flood hazard area, the Floodplain Administrator may require an application for a floodplain development permit to determine the development's location. Such applications shall include, but not be limited to:

- (1) Site plans drawn to scale showing the nature, location, dimensions, and topography of the area in question; the location of existing or proposed structures, fill, storage of materials, drainage facilities, and the location of the foregoing.
- (2) Elevation of the existing, natural ground where structures are proposed.
- (3) Elevation of the lowest floor, including basement, of all proposed structures.
- (4) Such other material and information as may be requested by the Floodplain Administrator to determine conformance with, and provide enforcement of these regulations.
- (5) Technical analyses conducted by the appropriate design professional registered in the State of Ohio and submitted with an application for a floodplain development permit when applicable:

- A. Floodproofing certification for non-residential floodproofed structure as required in Section 1157.04(e).
- B. Certification that fully enclosed areas below the lowest floor of a structure not meeting the design requirements of Section 1157.04(d)(5) are designed to automatically equalize hydrostatic flood forces.
- C. Description of any watercourse alteration or relocation that the flood carrying capacity of the watercourse will not be diminished, and maintenance assurances as required in Section 1157.04(i)(3).
- D. A hydrologic and hydraulic analysis demonstrating that the cumulative effect of proposed development, when combined with all other existing and anticipated development will not increase the water surface elevation of the base flood by more than one foot in special flood hazard areas where the Federal Emergency Management Agency has provided base flood elevations but no floodway as required by Section 1157.04(i)(2).
- E. A hydrologic and hydraulic engineering analysis showing impact of any development on flood heights in an identified floodway as required by Section 1157.04(i)(1).
- F. Generation of base flood elevation(s) for subdivision and large-scale developments as required by Section 1157.04(c).

- (6) A floodplain development permit application fee set by the schedule of fees adopted the City of Sandusky.

**(e) Review and Approval of a Floodplain Development Permit Application**

**(1) Review**

- A. After receipt of a complete application, the Floodplain Administrator shall review the application to ensure that the standards of these regulations have been met. No floodplain development permit application shall be reviewed until all information required in Section 1157.03(d) has been received by the Floodplain

Administrator.

B. The Floodplain Administrator shall review all floodplain development permit applications to assure that all necessary permits have been received from those federal, state or local governmental agencies from which prior approval is required. The applicant shall be responsible for obtaining such permits as required including permits issued by the U.S. Army Corps of Engineers under Section 10 of the Rivers and Harbors Act and Section 404 of the Clean Water Act, and the Ohio Environmental Protection Agency under Section 401 of the Clean Water Act.

(2) Approval

Within thirty (30) days after the receipt of a complete application, the Floodplain Administrator shall either approve or disapprove the application. If an application is approved, a floodplain development permit shall be issued. All floodplain development permits shall be conditional upon the commencement of work within one (1) year. A floodplain development permit shall expire one (1) year after issuance unless the permitted activity has been substantially begun and is thereafter pursued to completion.

(f) Inspections

The Floodplain Administrator shall make periodic inspections at appropriate times throughout the period of construction in order to monitor compliance with permit conditions.

(g) Post-Construction Certifications Required

The following as-built certifications are required after a floodplain development permit has been issued:

- (1) For new or substantially improved residential structures, or nonresidential structures that have been elevated, the applicant shall have a *Federal Emergency Management Agency Elevation Certificate* completed by a registered surveyor to record as-built elevation data. For elevated structures in Zone A and Zone AO areas without a base flood elevation, the elevation certificate may be completed by the property owner or owner's representative.
- (2) For all development activities subject to the standards of Section 1157.03(j)(1), a Letter of Map Revision.

(h) Revoking a Floodplain Development Permit

A floodplain development permit shall be revocable, if among other things, the actual development activity does not conform to the terms of the application and permit granted thereon. In the event of the revocation of a permit, an appeal may be taken to the Appeals Board in accordance with Section 1157.05 of these regulations.

(i) Exemption from Filing a Development Permit

An application for a floodplain development permit shall not be required for:

- (1) Maintenance work such as roofing, painting, and basement sealing, or for small nonstructural development activities (except for filling and grading) valued at less than \$5,000.
- (2) Development activities in an existing or proposed manufactured home park that are under the authority of the Ohio Department of Health and subject to the flood damage reduction provisions of the Ohio Administrative Code Section 3701.
- (3) Major utility facilities permitted by the Ohio Power Siting Board under Section 4906 of the Ohio Revised Code.
- (4) Hazardous waste disposal facilities permitted by the Hazardous Waste Siting Board under Section 3734 of the Ohio Revised Code.

- (5) Development activities undertaken by a federal agency and which are subject to Federal Executive Order 11988 – Floodplain Management.

Any proposed action exempt from filing for a floodplain development permit is also exempt from the standards of these regulations.

(j) **Map Maintenance Activities**

To meet National Flood Insurance Program minimum requirements to have flood data reviewed and approved by FEMA, and to ensure that Sandusky's flood maps, studies and other data identified in Section 1157.01(f) accurately represent flooding conditions so appropriate floodplain management criteria are based on current data, the following map maintenance activities are identified:

(1) **Requirement to Submit New Technical Data**

- A. For all development proposals that impact floodway delineations or base flood elevations, the community shall ensure that technical data reflecting such changes be submitted to FEMA within six months of the date such information becomes available. These development proposals include:
1. Floodway encroachments that increase or decrease base flood elevations or alter floodway boundaries;
  2. Fill sites to be used for the placement of proposed structures where the applicant desires to remove the site from the special flood hazard area;
  3. Alteration of watercourses that result in a relocation or elimination of the special flood hazard area, including the placement of culverts; and
  4. Subdivision or large scale development proposals requiring the establishment of base flood elevations in accordance with Section 1157.04(c).
- B. It is the responsibility of the applicant to have technical data, required in accordance with Section 1157.03(j)(1), prepared in a format required for a Conditional Letter of Map Revision or Letter of Map Revision, and submitted to FEMA. Submittal and processing fees for these map revisions shall be the responsibility of the applicant.
- C. The Floodplain Administrator shall require a Conditional Letter of Map Revision prior to the issuance of a floodplain development permit for:
1. Proposed floodway encroachments that increase the base flood elevation; and
  2. Proposed development which increases the base flood elevation by more than one foot in areas where FEMA has provided base flood elevations but no floodway.
- D. Floodplain development permits issued by the Floodplain Administrator shall be conditioned upon the applicant obtaining a Letter of Map Revision from FEMA for any development proposal subject to Section 1157.03(j)(1)(A).

(2) **Right to Submit New Technical Data**

The Floodplain Administrator may request changes to any of the information shown on an effective map that does not impact floodplain or floodway delineations or base flood elevations, such as labeling or planimetric details. Such a submission shall include appropriate supporting documentation made in writing by the City Manager of Sandusky, and may be submitted at any time.

(3) **Annexation / Detachment**

Upon occurrence, the Floodplain Administrator shall notify FEMA in writing

whenever the boundaries of the City of Sandusky have been modified by annexation or the community has assumed authority over an area, or no longer has authority to adopt and enforce floodplain management regulations for a particular area. In order that the Sandusky Flood Insurance Rate Map accurately represent the City of Sandusky boundaries, include within such notification a copy of a map of the City of Sandusky suitable for reproduction, clearly showing the new corporate limits or the new area for which the City of Sandusky has assumed or relinquished floodplain management regulatory authority.

**(k) Data Use and Flood Map Interpretation**

The following guidelines shall apply to the use and interpretation of maps and other data showing areas of special flood hazard:

- (1) In areas where FEMA has not identified special flood hazard areas, or in FEMA identified special flood hazard areas where base flood elevation and floodway data have not been identified, the Floodplain Administrator shall review and reasonably utilize any other flood hazard data available from a federal, state, or other source.
- (2) Base flood elevations and floodway boundaries produced on FEMA flood maps and studies shall take precedence over base flood elevations and floodway boundaries by any other source that reflect a reduced floodway width and/or lower base flood elevations. Other sources of data, showing increased base flood elevations and/or larger floodway areas than are shown on FEMA flood maps and studies, shall be reasonably used by the Floodplain Administrator.
- (3) When Preliminary Flood Insurance Rate Maps and / or Flood Insurance Study have been provided by FEMA:
  - A. Upon the issuance of a Letter of Final Determination by the FEMA, the preliminary flood hazard data shall be used and replace all previously existing flood hazard data provided from FEMA for the purposes of administering these regulations.
  - B. Prior to the issuance of a Letter of Final Determination by FEMA, the use of preliminary flood hazard data shall only be required where no base flood elevations and /or floodway areas exist or where the preliminary base flood elevations or floodway area exceed the base flood elevations and/or floodway widths in existing flood hazard data provided from FEMA. Such preliminary data may be subject to change and / or appeal to FEMA.
- (4) The Floodplain Administrator shall make interpretations, where needed, as to the exact location of the flood boundaries and areas of special flood hazard. A person contesting the determination of the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in Section 1157.05, Appeals and Variances.
- (5) Where a map boundary showing an area of special flood hazard and field elevations disagree, the base flood elevations or flood protection elevations (as found on an elevation profile, floodway data table, established high water marks, etc.) shall prevail.

**(l) Substantial Damage Determinations**

Damages to structures may result from a variety of causes including flood, tornado, wind, heavy snow, fire, etc. After such a damage event, the Floodplain Administrator shall:

- (1) Determine whether damaged structures are located in special flood hazard areas;
- (2) Conduct substantial damage determinations for damaged structures located in special flood hazard areas; and
- (3) Make reasonable attempt to notify owners of substantially damaged structures of the need to obtain a floodplain development permit prior to repair, rehabilitation, or reconstruction.

Additionally, the Floodplain Administrator may implement other measures to assist with the substantial damage determination and subsequent repair process. These measures include issuing press releases, public service announcements, and other public information materials related to the floodplain development permits and repair of damaged structures; coordinating with other federal, state, and local agencies to assist with substantial damage determinations; providing owners of damaged structures materials and other information related to the proper repair of damaged structures in special flood hazard areas; and assist owners of substantially damaged structures with Increased Cost of Compliance insurance claims.

**1157.04 USE AND DEVELOPMENT STANDARDS FOR FLOOD HAZARD REDUCTION.**

The following use and development standards apply to development wholly within, partially within, or in contact with any special flood hazard area as established in Section 1157.01(f) or 1157.03(k)(1):

**(a) Use Regulations**

**(1) Permitted Uses**

All uses not otherwise prohibited in this section or any other applicable land use regulation adopted by City of Sandusky are allowed provided they meet the provisions of these regulations.

**(2) Prohibited Uses**

- A. Private water supply systems in all special flood hazard areas identified by FEMA, permitted under Section 3701 of the Ohio Revised Code.
- B. Infectious waste treatment facilities in all special flood hazard areas, permitted under Section 3734 of the Ohio Revised Code.

**(b) Water and Wastewater Systems**

The following standards apply to all water supply, sanitary sewerage and waste disposal systems not otherwise regulated by the Ohio Revised Code:

- (1) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems;
- (2) New and replacement sanitary sewerage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharge from the systems into flood waters; and,
- (3) On-site waste disposal systems shall be located to avoid impairment to or contamination from them during flooding.

**(c) Subdivisions and Large Developments**

- (1) All subdivision proposals shall be consistent with the need to minimize flood damage and are subject to all applicable standards in these regulations;
- (2) All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage;
- (3) All subdivision proposals shall have adequate drainage provided to reduce exposure to flood damage; and
- (4) In all areas of special flood hazard where base flood elevation data are not available, the applicant shall provide a hydrologic and hydraulic engineering analysis that generates base flood elevations for all subdivision proposals and other proposed developments containing at least 50 lots or 5 acres, whichever is less.
- (5) The applicant shall meet the requirement to submit technical data to FEMA in Section 1157.03(j)(1)(A)(4) when a hydrologic and hydraulic analysis is completed that generates base flood elevations as required by Section

1157.04(c)(4)(A).

**(d) Residential Structures**

- (1) New construction and substantial improvements shall be anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy. Where a structure, including its foundation members, is elevated on fill to or above the base flood elevation, the requirements for anchoring (4.4(A)) and construction materials resistant to flood damage (4.4(B)) are satisfied.**
- (2) New construction and substantial improvements shall be constructed with methods and materials resistant to flood damage.**
- (3) New construction and substantial improvements shall be constructed with electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities that are designed and/or elevated so as to prevent water from entering or accumulating within the components during conditions of flooding.**
- (4) New construction and substantial improvement of any residential structure, including manufactured homes, shall have the lowest floor, including basement, elevated to or above the flood protection elevation. Where no flood protection elevation data exists, the structure shall have the lowest floor, including basement, elevated at least two feet above the highest adjacent natural grade.**
- (5) New construction and substantial improvements, including manufactured homes, that do not have basements and that are elevated to the flood protection elevation using pilings, columns, posts, or solid foundation perimeter walls with openings sufficient to allow unimpeded movement of flood waters may have an enclosure below the lowest floor provided the enclosure meets the following standards:**
  - A. Be used only for the parking of vehicles, building access, or storage; and**
  - B. be designed and certified by a registered professional engineer or architect to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters; or**
  - C. have a minimum of two openings on different walls having a total net area not less than one square inch for every square foot of enclosed area, and the bottom of all such openings being no higher than one foot above grade. The openings may be equipped with screens, louvers, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.**
- (6) Manufactured homes shall be affixed to a permanent foundation and anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors.**
- (7) Repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and is the minimum necessary to preserve the historic character and design of the structure, shall be exempt from the development standards of Section 1157.04(d).**
- (8) In AO Zones, new construction and substantial improvement shall have adequate drainage paths around structures on slopes to guide floodwaters around and away from the structure.**

**(e) Nonresidential Structures**

- (1) New construction and substantial improvement of any commercial, industrial or other nonresidential structure shall meet the requirements of Section 1157.04(d)(1-3 and 5-8).**
- (2) New construction and substantial improvement of any commercial, industrial or other non-residential structure shall either have the lowest floor, including basement, elevated to or above the level of the flood**

protection elevation; or, together with attendant utility and sanitary facilities, shall meet all of the following standards:

- A. Be dry floodproofed so that the structure is watertight with walls substantially impermeable to the passage of water to the level of the flood protection elevation;
  - B. Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy; and,
  - C. Be certified by a registered professional engineer or architect, through the use of a *Federal Emergency Management Agency Floodproofing Certificate*, that the design and methods of construction are in accordance with Section 1157.04(e)(2)(A) and (B).
- (3) Where no flood protection elevation data exists, the structure shall have the lowest floor, including basement, elevated at least two feet above the highest adjacent natural grade.

**(f) Accessory Structures**

Relief to the elevation or dry floodproofing standards may be granted for accessory structures containing no more than 600 square feet. Such structures must meet the following standards:

- (1) They shall not be used for human habitation;
- (2) They shall be constructed of flood resistant materials;
- (3) They shall be constructed and placed on the lot to offer the minimum resistance to the flow of floodwaters;
- (4) They shall be firmly anchored to prevent flotation;
- (5) Service facilities such as electrical and heating equipment shall be elevated or floodproofed to or above the level of the flood protection elevation; and
- (6) They shall meet the opening requirements of Section 1157.04(d);

**(g) Recreational Vehicles**

Recreational vehicles must meet at least one of the following standards:

- (1) They shall not be located on sites in special flood hazard areas for more than 180 days, or
- (2) They must be fully licensed and ready for highway use, or
- (3) They must meet all standards of Section 1157.04(d)(5)(C).

**(h) Above Ground Gas or Liquid Storage Tanks**

All above ground gas or liquid storage tanks shall be anchored to prevent flotation or lateral movement resulting from hydrodynamic and hydrostatic loads.

**(i) Assurance of Flood Carrying Capacity**

Pursuant to the purpose and methods of reducing flood damage stated in these regulations, the following additional standards are adopted to assure that the reduction of the flood carrying capacity of watercourses is minimized:

**(1) Development in Floodways**

- A. In floodway areas, development shall cause no increase in flood levels during the occurrence of the base flood discharge. Prior to issuance of a floodplain development permit, the applicant must submit a hydrologic and hydraulic analysis, conducted by a registered professional engineer, demonstrating that the proposed development would not result in any increase in the base flood elevation; or
- B. Development in floodway areas causing increases in the base flood elevation may be permitted provided all of the following are completed by the applicant:

- 1. Meet the requirements to submit technical data in Section 1157.03(j)(1);
- 2. An evaluation of alternatives, which would not result in

increased base flood elevations and an explanation why these alternatives are not feasible;

3. Certification that no structures are located in areas that would be impacted by the increased base flood elevation;
4. Documentation of individual legal notices to all impacted property owners within and outside the community, explaining the impact of the proposed action on their property; and
5. Concurrence of the City Manager of Sandusky and the Chief Executive Officer of any other communities impacted by the proposed actions.

**(2) Development in Riverine Areas with Base Flood Elevations but No Floodways**

- A. In riverine special flood hazard areas identified by FEMA where base flood elevation data are provided but no floodways have been designated, the cumulative effect of any proposed development, when combined with all other existing and anticipated development, shall not increase the base flood elevation more than 1.0 (one) foot at any point. Prior to issuance of a floodplain development permit, the applicant must submit a hydrologic and hydraulic analysis, conducted by a registered professional engineer, demonstrating that this standard has been met; or,
- B. Development in riverine special flood hazard areas identified by FEMA where base flood elevation data are provided but no floodways have been designated causing more than one foot increase in the base flood elevation may be permitted provided all of the following are completed by the applicant:
  1. An evaluation of alternatives which would result in an increase of one foot or less of the base flood elevation and an explanation why these alternatives are not feasible;
  2. Section 1157.04(i)(1)(B)(1 and 3,4,5).

**(3) Alterations of a Watercourse**

For the purpose of these regulations, a watercourse is altered when any change occurs within its banks. The extent of the banks shall be established by a field determination of the "bankfull stage." The field determination of "bankfull stage" shall be based on methods presented in Chapter 7 of the *USDA Forest Service General Technical Report RM-245, Stream Channel Reference Sites: An Illustrated Guide to Field Technique* or other applicable publication available from a Federal, State, or other authoritative source. For all proposed developments that alter a watercourse, the following standards apply:

- A. The bankfull flood carrying capacity of the altered or relocated portion of the watercourse shall not be diminished. Prior to the issuance of a floodplain development permit, the applicant must submit a description of the extent to which any watercourse will be altered or relocated as a result of the proposed development, and certification by a registered professional engineer that the bankfull flood carrying capacity of the watercourse will not be diminished.
- B. Adjacent communities, the U.S. Army Corps of Engineers, and the Ohio Department of Natural Resources, Division of Water, must be notified prior to any alteration or relocation of a watercourse. Evidence of such notification must be submitted to the Federal Emergency Management Agency.
- C. The applicant shall be responsible for providing the necessary maintenance for the altered or relocated portion of said watercourse so that the flood carrying capacity will not be diminished. The Floodplain Administrator may require the permit holder to enter into an agreement with City of Sandusky specifying the maintenance responsibilities. If an agreement is required, it shall be made a

condition of the floodplain development permit.

- D. The applicant shall meet the requirements to submit technical data in Section 1157.03(j)(1)(A)(3) when an alteration of a watercourse results in the relocation or elimination of the special flood hazard area, including the placement of culverts.

**1157.05 APPEALS AND VARIANCES.**

**(a) Appeals Board Established**

- (1) The City of Sandusky Board of Zoning Appeals established under Chapter 1111 of the Codified Ordinances of the City of Sandusky is hereby appointed to serve as the Appeals Board for these regulations.
- (2) Records of the Appeals Board shall be maintained by the Clerk of the Board of Zoning Appeals. A copy of the records of any appeal regarding this Chapter 1157 shall also be maintained in the Office of the Floodplain Administrator.

**(b) Powers and Duties**

- (1) The Appeals Board shall hear and decide appeals where it is alleged there is an error in any order, requirement, decision or determination made by the Floodplain Administrator in the administration or enforcement of these regulations.
- (2) Authorize variances in accordance with Section 1157.05(d) of these regulations.

**(c) Appeal From Any Notice and Order, or Other Official Action of the Floodplain Administrator**

Any person adversely affected by any notice, order or other official action of the Floodplain Administrator may request a hearing on the matter before the Appeals Board provided that such person shall file, within 21 days of the date of such notice and order, or other official action, a brief statement of the grounds for such hearing or for the mitigation of any item appearing on any order of the Floodplain Administrator's decision. Such appeal shall be in writing, signed by the applicant, and be filed with the Floodplain Administrator. Upon receipt of the appeal, the Floodplain Administrator shall transmit a report including any and all necessary pertinent information on which the Floodplain Administrator's decision was made to the Clerk of the Appeals Board.

Upon receipt of the notice of appeal, the Appeals Board shall fix a reasonable time for the appeal hearing, give notice in writing to parties in interest, and decide the appeal within a reasonable time after the hearing.

**(d) Variances**

Any person believing that the use and development standards of these regulations would result in unnecessary hardship may file an application for a variance. The Appeals Board shall have the power to authorize, in specific cases, such variances from the standards of these regulations, not inconsistent with Federal regulations, as will not be contrary to the public interest where, owing to special conditions of the lot or parcel, a literal enforcement of the provisions of these regulations would result in unnecessary hardship.

**(1) Application for a Variance**

- A. Any owner, or agent thereof, of property for which a variance is sought shall make an application for a variance by filing it with the Floodplain Administrator, who upon receipt of the application for a variance shall transmit it to the Clerk of the Appeals Board.
- B. Such application at a minimum shall contain the following information: Name, address, and telephone number of the applicant; legal description of the property; parcel map; description of the existing use; description of the proposed use; location of the floodplain; description of the variance sought; and reason for the variance request.

- C. All applications for variance shall be accompanied by a variance application fee set in the schedule of fees adopted by the City of Sandusky.

**(2) Public Hearing for a Variance**

At such hearing the applicant shall present such statements and evidence as the Appeals Board requires. In considering such variance applications, the Appeals Board shall consider and make findings of fact on all evaluations, all relevant factors, standards specified in other sections of these regulations and the following factors:

- A. The danger that materials may be swept onto other lands to the injury of others.
- B. The danger to life and property due to flooding or erosion damage.
- C. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner.
- D. The importance of the services provided by the proposed facility to the community.
- E. The availability of alternative locations for the proposed use that are not subject to flooding or erosion damage.
- F. The necessity to the facility of a waterfront location, where applicable.
- G. The compatibility of the proposed use with existing and anticipated development.
- H. The relationship of the proposed use to the comprehensive plan and floodplain management program for that area.
- I. The safety of access to the property in times of flood for ordinary and emergency vehicles.
- J. The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site.
- K. The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, and streets and bridges.

Variations shall only be issued upon:

- A. A showing of good and sufficient cause.
- B. A determination that failure to grant the variance would result in exceptional hardship due to the physical characteristics of the property. Increased cost or inconvenience of meeting the requirements of these regulations does not constitute an exceptional hardship to the applicant.
- C. A determination that the granting of a variance will not result in increased flood heights beyond that which is allowed in these regulations; additional threats to public safety; extraordinary public expense, nuisances, fraud on or victimization of the public, or conflict with existing local laws.
- D. A determination that the structure or other development is protected by methods to minimize flood damages.
- E. A determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

Upon consideration of the above factors and the purposes of these regulations, the Appeals Board may attach such conditions to the granting of variations, as it deems necessary to further the purposes of these regulations.

**(3) Other Conditions for Variations**

- A. Variations shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

- B. Generally, variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing items in Section 5.4(B)(1) to (11) have been fully considered. As the lot size increases beyond one-half acre, the technical justification required for issuing the variance increases.
- C. Any applicant to whom a variance is granted shall be given written notice that the structure will be permitted to be built with a lowest floor elevation below the base flood elevation and the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.

- (e) **Appeal to the Court**  
Those aggrieved by the decision of the Appeals Board may appeal such decision to the Erie County Court of Common Pleas, as provided in Chapter 2506 of the Ohio Revised Code.

**1157.06 ENFORCEMENT.**

- (a) **Compliance Required**
  - (1) No structure or land shall hereafter be located, erected, constructed, reconstructed, repaired, extended, converted, enlarged or altered without full compliance with the terms of these regulations and all other applicable regulations which apply to uses within the jurisdiction of these regulations, unless specifically exempted from filing for a development permit as stated in Section 1157.03(i).
  - (2) Failure to obtain a floodplain development permit shall be a violation of these regulations and shall be punishable in accordance with Section 1157.06(c).
  - (3) Floodplain development permits issued on the basis of plans and applications approved by the Floodplain Administrator authorize only the use, and arrangement, set forth in such approved plans and applications or amendments thereto. Use, arrangement, or construction contrary to that authorized shall be deemed a violation of these regulations and punishable in accordance with Section 1157.06(c).
- (b) **Notice of Violation**  
Whenever the Floodplain Administrator determines that there has been a violation of any provision of these regulations, he or she shall give notice of such violation to the person responsible therefore and order compliance with these regulations as hereinafter provided. Such notice and order shall:
  - (1) Be put in writing on an appropriate form;
  - (2) Include a list of violations, referring to the section or sections of these regulations that have been violated, and order remedial action, which, if taken, will effect compliance with the provisions of these regulations;
  - (3) Specify a reasonable time for performance;
  - (4) Advise the owner, operator, or occupant of the right to appeal;
  - (5) Be served on the owner, occupant, or agent in person. However, this notice and order shall be deemed to be properly served upon the owner, occupant, or agent if a copy thereof is sent by registered or certified mail to the person's last known mailing address, residence, or place of business, and/or a copy is posted in a conspicuous place in or on the dwelling affected.
- (c) **Violations and Penalties**  
Violation of the provisions of these regulations or failure to comply with any of its requirements shall be deemed to be a strict liability offense, and shall constitute a first degree misdemeanor. Any person who violates these regulations or fails to comply with any of its requirements shall upon conviction thereof be fined or imprisoned as provided by the laws of the City of Sandusky. Each day such violation continues shall be considered a separate offense. Nothing herein

**contained shall prevent the City of Sandusky from taking such other lawful action as is necessary to prevent or remedy any violation. The City of Sandusky shall prosecute any violation of these regulations in accordance with the penalties stated herein.**

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

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

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

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

ATTEST: \_\_\_\_\_  
B. JOYCE BROWN  
CLERK OF THE CITY COMMISSION

Passed:

TO: Matthew D. Kline, City Manager  
FROM: Kathryn K. McKillips, P.E., Director of Engineering Services  
DATE: July 2, 2008  
SUBJECT: Commission Agenda Item

**ITEM FOR CONSIDERATION:** Proposed Demolition of 405 Perry Street, 2123 E. Forest Drive, 1134 Huntington Avenue, 809 Decatur Street (Barn only), 829 Fulton Street, and 808 Hancock Street. These properties were condemned by the City of Sandusky because they are vacant and dilapidated properties.

405 Perry Street and 1134 Huntington Avenue were ordered to be demolished at the April 8, 2008 Housing Appeals Board. 2123 E. Forest Drive was ordered to be demolished by the Housing Appeals Board on May 20, 2008. 829 Fulton Street and 808 Hancock Street were both ordered to be demolished by the Housing Appeals Board on June 17, 2008. The property owner at 809 Decatur Street (Barn) signed a consent form for the demolition of this structure.

**BUDGETARY INFORMATION:** The total estimated project cost including miscellaneous expenses is \$67,390.00 and will be paid with CDBG Funds.

**ACTION REQUESTED:** It is recommended that the City Commission approve a Resolution of Necessity. It is requested that this Resolution take effect immediately in accordance with Section 14 of the City Charter so that competitive bids can be obtained as soon as possible in order to move forward with the project and eliminate potential hazards from our neighborhoods.

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Kathryn K. McKillips, P.E.  
Director of Engineering Services

I concur with this recommendation:

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Matthew D. Kline  
City Manager

KKM/cal

cc: Don Icsman, Law Director  
Ed Widman, Finance Director  
Joyce Brown, Clerk of City Commission

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

**A RESOLUTION DECLARING THE NECESSITY FOR THE CITY OF SANDUSKY, OHIO, TO PROCEED WITH THE DEMOLITION OF 405 PERRY STREET, 2123 E. FOREST DRIVE, 1134 HUNTINGTON AVENUE, 809 DECATUR STREET (BARN ONLY), 829 FULTON STREET AND 808 HANCOCK STREET, SANDUSKY, OHIO; APPROVING THE SPECIFICATIONS AND ENGINEER'S ESTIMATE OF COST THEREOF; AND DIRECTING THE CITY MANAGER TO ADVERTISE FOR AND RECEIVE BIDS IN RELATION THERETO; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, this project will provide for the demolition of the following properties located in Sandusky, Ohio, that were ordered to be demolished by the Housing Appeals Board: 405 Perry Street and 1134 Huntington Avenue, ordered on April 8, 2008; 2123 E. Forrest Drive, ordered on May 20, 2008; 829 Fulton Street and 808 Hancock Street, ordered on June 17, 2008; and

**WHEREAS**, this project will also provide for the demolition of 809 Decatur Street (Barn only), Sandusky, Ohio, in which a consent form was signed by the property owner; and

**WHEREAS**, the total estimated cost of the project including miscellaneous expenses is \$67,390.00 and will be paid with Community Development Block Grant (CDBG) funds; and

**WHEREAS**, this legislation should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to obtain competitive bids, award a contract and move forward with this project and eliminate potential hazards from City neighborhoods; 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 Department of Engineering Services of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio, finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Resolution** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE

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

Section 1. The specifications and estimates of cost as prepared by the Director of Engineering Services of the City of Sandusky, Ohio, and submitted to the City Commission, and which are now on file with the Clerk of the said City Commission, and the office of the said Director of Engineering Services, for the proposed demolition of the structures located at 405 Perry Street, 2123 E. Forest Drive, 1134 Huntington Avenue, 809 Decatur Street (barn only), 829 Fulton Street and 808 Hancock Street, Sandusky, Ohio, be and the same hereby are approved by the City Commission of the City of Sandusky, Ohio.

Section 2. The City Commission of the City of Sandusky, Ohio, hereby declares it necessary to proceed with said demolitions at the earliest possible time.

Section 3. The City Manager of the City of Sandusky, Ohio, be and hereby is authorized and directed to advertise for and to receive bids in relation to said demolitions 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: \_\_\_\_\_  
B. JOYCE BROWN  
CLERK OF THE CITY COMMISSION

Passed:

TO: Matthew D. Kline  
City Manager

FROM: Carrie R. Handy  
Chief Planner

DATE: July 8, 2008

SUBJECT: Commission Agenda Item

**ITEM FOR CONSIDERATION:** An Ordinance appropriating funds and authorizing the payment to contractors who have assisted the City with repairs to homes involved in the City's 2004, 2005 and 2006 CHIP and CDBG housing rehabilitation programs of \$261,067 and authorizing payment to contractors for additional repairs in the amount of \$200,000. Since the housing rehabilitation programs were temporarily suspended in November of 2007, the City's Department of Development was directed to immediately repair those structural, mechanical or surface deficiencies which were identified as emergencies (leaking roofs, mold, dangerous electrical, improperly vented gas appliances, lead-based paint exposure to children, etc.) by the State of Ohio Department of Development. The following local registered contractors were utilized for the required repairs:

Gundlach Sheet Metal  
Firelands Electric  
Fresch Electric  
Byington Builders  
Mulvin Construction  
D & M Drywall  
Thomas Contracting  
Windau Plumbing & Heating  
D.L. Concrete  
Spoerr Concrete  
The Handyman  
DeLuca Plumbing  
Steffani Carpet & Flooring  
Carpet & Tile Liquidators  
Wright's Roofing  
Fox Excavating  
Hohler Sheet Metal  
Fulop Construction  
All Phase Electric

The deficiencies corrected to date were under the \$10,000 procurement limit for City Commission approval and were done with the quotation and purchase order procedure with the exception of two projects. One of these projects was for a roof replacement for 1918 Buchanan Street for \$10,230 done by Wright's Roofing. The contractor who had done the roof the first time under the City's housing rehabilitation program failed to install any vent stacks through the roof for the furnaces or vents for the bathroom exhaust fan. Thus, a tremendous amount of heat and moisture were being vented to the attic of this home and a substantial amount of mold was present and the roof boards were totally deteriorated. The homeowner and his family were becoming ill because of the mold growth and this was identified by the State as an emergency situation.

The second project was a foundation for a home at 119 E. Perkins Avenue which was in a state of near collapse and was also identified by the State as a situation requiring immediate attention. The project was done by Mulvin Construction for \$28,538. The entire foundation had to be replaced and properly backfilled so that the foundation would not fail in the future. This

was an item that the homeowner had wanted fixed in 2005 but was told that it could not be done at the time and other less important improvements were made instead.

Due to the emergency nature of this required work, formal competitive bidding was not possible for these two projects and contractors were selected based upon quotations received by City staff. Three quotations were obtained for each project unless the situation called for immediate action.

The Department is also requesting approval of an additional \$200,000 to make additional repairs to other affected homes. The City's consultant, Ohio Regional Development Corporation, will be obtaining at least three (3) quotes for all items to be repaired and will be using local contractors. Development staff will also provide a report to the Commission every two weeks showing the repairs which were completed going forward, the amount of each repair, the address of each repair and the contractor who made the repair. If more repairs to other homes are necessary after this \$200,000 is exhausted, the Department will come back to the Commission and seek an additional authorization for more funds. In this manner, the Commission will remain informed of the progress of these repairs and how much the City is spending to remedy this situation.

**BUDGETARY INFORMATION:** The cost of repairs to date has been \$261,067 with an additional authorization of \$200,000 to be used to pay contractors for more repair work. It is anticipated that additional funds will be necessary beyond this \$200,000 but the exact amount is not known at this time. It is noted that the City is pursuing all avenues including legal means to recover these funds from the contractors involved in the original rehabilitation work done under the 2004, 2005 and 2006 programs. Some repairs, if they were never done originally and never paid for with grant funds but should have been done under the State's Residential Rehabilitation Standards, can still be paid for with CDBG and Housing Revolving Loan Fund monies.

**ACTION REQUESTED:** It is recommended that this Ordinance authorizing payment to contractors to perform the necessary repairs for the homes involved in the 2004, 2005, and 2006 City CHIP and CDBG Housing Rehabilitation Programs in the amount of \$461,067 be approved. It is requested that the legislation be passed under suspension of the rules in accordance with Section 14 of the City Charter in order for repairs to be made as expeditiously as possible for the aggrieved homeowners who participated in these programs.

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Carrie R. Handy  
Chief Planner

I concur with this recommendation:

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Matthew D. Kline, City Manager

cc: Don Icsman, Law Director  
Joyce Brown, Clerk of City Commission  
Ed Widman, Finance Director

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

**AN ORDINANCE APPROPRIATING FUNDS AND RATIFYING THE PAYMENTS MADE TO VARIOUS CONTRACTORS AND APPROVING PAYMENTS TO BE MADE TO CONTRACTORS FOR FUTURE SERVICES FOR THE REPAIRS TO HOMES INVOLVED IN THE CITY OF SANDUSKY'S 2004, 2005, AND 2006 HOUSING REHABILITATION PROGRAMS AND; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, In November of 2007, the City's Housing Rehabilitation Programs were temporarily suspended and subsequently the City's Department of Development was directed by the State of Ohio Department of Development to immediately repair the life and safety items identified by the State in the City's 2004, 2005 and 2006 Housing Rehabilitation Programs as emergencies; and

**WHEREAS**, a pool of interested local contractors was assembled by the City's Department of Development and the quotation and purchase order procedure was followed with the exception of two homes whose repairs were in excess of \$10,000.00 but due to the emergency nature of the repairs and the directive from the Ohio Department of Development formal competitive bidding was not possible; and

**WHEREAS**, the total cost for repair work already provided is \$261,067.00 and will be paid with City funds, CDBG funds and/or Housing Resolving Loan Funds; the City is pursuing all legal means necessary to recoup the costs from the individuals and entities responsible for the damages and to correctly repair each of the properties; and

**WHEREAS**, it is requested that in addition to the \$261,067.00 appropriated for work completed, an additional sum of \$200,000.00 be appropriated to make repairs to other affected homes involved in the City's Housing Rehabilitation Programs; and

**WHEREAS**, this legislation should be passed under suspension of the rules as an emergency measure in accordance with Section 14 of the City Charter in order to allow payment to contractors for work already performed and for the additional repairs to be made as expeditiously as possible; 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 Department of Engineering Services of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. This City Commission approves and ratifies the payments made to various contractors for services provided to repair homes involved in the City's 2004, 2005, and 2006 Housing Rehabilitation Programs consistent with the invoices submitted to the City in an amount **not to exceed** Two Hundred Sixty One Thousand Sixty Seven and 00/100 Dollars (261,067.00).

Section 2. This City Commission authorizes and directs the City Manager and/or Finance Director to appropriate funds in an amount **not to exceed** Two Hundred Thousand and 00/100 Dollars (\$200,000.00) to make timely payment for additional

repairs to other affected homes involved in the City's Housing Rehabilitation Programs subject to an additional requirement of submission of a bi-monthly itemized expense report to the City Commission.

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

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

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

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

ATTEST: \_\_\_\_\_  
B. JOYCE BROWN  
CLERK OF THE CITY COMMISSION

Passed:



## CITY COMMISSIONERS

DENNIS E. MURRAY, JR., President  
CRAIG H. STAHL, Vice President  
JULIE A. FARRAR  
BRETT L. FUQUA, SR.  
DANIEL J. KAMAN  
DAVID L. WADDINGTON  
ROBERT R. WARNER

MATTHEW D. KLINE, City Manager  
DONALD C. ICSMAN, Law Director  
EDWARD A. WIDMAN, Finance Director  
B. JOYCE BROWN, Commission Clerk

222 MEIGS STREET  
SANDUSKY, OH 44870  
Phone: 419.627.5844  
FAX: 419.627.5825

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

TO: Matthew D. Kline, City Manager  
FROM: Carrie R. Handy, Chief Planner  
DATE: July 8, 2008  
SUBJECT: Commission Agenda Item

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Spoerr Concrete

The Handyman  
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Steffani Carpet & Flooring  
Carpet & Tile Liquidators  
Wright's Roofing  
Fox Excavating  
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***SANDUSKY, OHIO – HOME OF 'AMERICA'S ROLLER COAST'®***

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Carrie R. Handy  
Chief Planner

I concur with this recommendation:

Matthew D. Kline, City Manager

cc: Don Icsman, Law Director  
Joyce Brown, Clerk of City Commission  
Ed Widman, Finance Director

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

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**WHEREAS**, it is requested that in addition to the \$261,067.00 appropriated for work completed, an additional sum of \$200,000.00 be appropriated to make repairs to other affected homes involved in the City's Housing Rehabilitation Programs; and

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

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

ATTEST: \_\_\_\_\_  
B. JOYCE BROWN  
CLERK OF THE CITY COMMISSION

Passed: