



CITY OF SANDUSKY COMMISSIONERS
REGULAR SESSION AGENDA
January 23, 2012 at 5 p.m.
City Hall, 222 Meigs Street

INVOCATION

PLEDGE OF ALLEGIANCE

CALL TO ORDER

ROLL CALL

P. Brown, J. Hamilton, D. Cole, W. Poole, K. Grohe, J. Smith & J. Farrar

APPROVAL OF MINUTES

January 9, 2012

AUDIENCE PARTICIPATION

Agenda items listed below only (3 minute limit)

COMMUNICATIONS

Motion to accept all communications submitted below

CURRENT BUSINESS

ITEM #1 – Submitted by Amanda Meyers, Paralegal

Budgetary Information: The cost associated with this purchase agreement is the total amount of the title examination, deed preparation, escrow fees and any other customary fees that may be due and payable in the ordinary course of the sale and purchase transaction. The city will recoup these expenses from the purchase price paid by the purchaser. The sale and rehabilitation of this property will revitalize the neighborhood and enhance surrounding property values.

ORDINANCE NO. _____: It is requested an ordinance be passed declaring that certain real property owned by the city as part of the land reutilization program identified as parcel #56-00475.000, located at 821 First Street, Sandusky, is no longer needed for any municipal purpose and authorizing the execution of a purchase agreement with respect to that real property; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #2 - Submitted by Amanda Meyers, Paralegal

Budgetary Information: The cost associated with this purchase agreement is the total amount of the title examination, title insurance policy, deed preparation and escrow fees charged by the title company acting as escrow agent for the sale and purchase transaction. Any such costs shall be included in the sale price of the nonproductive land and will be recouped by the city upon sale. The purchasers shall pay the real estate transfer tax, if any, and recording fees upon purchase. Residential development of this nonproductive land will enhance property values in the south side acquisition zone.

ORDINANCE NO. _____: It is requested an ordinance be passed declaring that certain real property owned by the city as part of the land reutilization program identified as parcel #58-01506.000, located at 2026 Shelby Street, Sandusky, is no longer needed for any municipal purpose and authorizing the execution of a purchase agreement with respect to that real property; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #3 – Submitted by Scott A. Miller, Director of General Services

Budgetary Information: Funds for the purchase of bulk rock salt are routinely included in the traffic services operating budget each year.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the city manager to purchase bulk highway deicing rock salt for the division of traffic services to be used in the CY 2012 from Morton Salt, Inc., of Chicago, Illinois; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #4 – Submitted by Thomas Schwan, Public Transit Administrator

Budgetary Information: The total cost for these projects is \$161,500 of which \$129,200 (80%) will be paid with funds from the Ohio Transit Preservation Partnership Program if awarded. It is anticipated that the required local match of \$32,300 (20%) will be paid with funds from local sources and contract revenue. There will be no impact to the city's general fund.

RESOLUTION NO. _____: It is requested a resolution be passed authorizing the filing of a grant application with the Ohio Department of Transportation for Ohio Transit Preservation Partnership Program grant funds for the Sandusky Transit System; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #5 – Submitted by Thomas Schwan, Transit Administrator

Budgetary Information: STS operations and administration are funded in whole by the Federal Transit Administration, State of Ohio, local contributing agencies, local contributing private entities, and the daily fare box collections. No General Fund monies are used in the daily operation of STS.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the city manager to enter into a lease agreement with MV Contract Transportation, Inc., for the buildings and land commonly referred to as the Amtrak Station; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #6 – Submitted by Todd J. Roth, P.E., P.S.

Budgetary Information: The cost for this work is \$28,270 and will be paid with water funds.

ORDINANCE NO. _____: It is requested an ordinance be passed approving the emergency repair work at the Big Island Water Works, ratifying the award of the contract to Underwater Marine Contractors, Inc., of Cleveland, Ohio, and authorizing and directing the city manager to execute the contract in relation thereto; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #7 – Submitted by Todd J. Roth, P.E., P.S.

Budgetary Information: The cost for this work is \$19,548.54 and will be paid with water funds.

ORDINANCE NO. _____: It is requested an ordinance be passed approving the emergency repair work at the Big Island Water Works, ratifying the award of the contract to Kirk Bros., Co., Inc., of Alvada, Ohio, and authorizing and directing the city manager to execute the contract in relation thereto; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #8 – Submitted by Todd J. Roth, P.E., P.S.

Budgetary Information: Change Order #1 and final will increase the contract with C & K Industrial Services, Inc. by \$29,444.54. The revised contract amount is \$328,999.54 and will be paid with sewer funds.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the city manager to approve the first and final change order for work performed for the eastside and westside interceptors cleaning project in the amount of \$29,444.54 to be paid to C & K Industrial Services, Inc., of Cleveland, Ohio; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #9 – Submitted by Todd J. Roth, P.E., P.S.

Budgetary Information: The total estimated project cost including engineering, inspection, advertising and miscellaneous expenses is estimated to be \$30,000. The city is responsible for the entire project cost and it will be paid for with sewer funds in the amount of \$10,000, water funds in the amount of \$10,000 and street funds in the amount of \$10,000.

RESOLUTION NO. _____: It is requested a resolution be passed declaring the necessity for the City of Sandusky, Ohio, to proceed with the Lions Park concrete removal project, 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.

ITEM #10 – Submitted by Todd J. Roth, P.E., P.S.

Budgetary Information: The project cost based on bids, including advertising is \$36,760.60. A check has been received from the city's insurance carrier and the project will be paid entirely out of those proceeds.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the city manager to enter into a contract with Wilkes & Co., Inc. of Huron, Ohio, for the Big Island Water Works (BIWW) HVAC repair project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #11 – Submitted by Paul E. Ricci, Fire Chief

Budgetary Information: The total amount of this expenditure is \$16,528.80 for the fire coats and pants. This purchase will be paid with funds from the fire department's 2012 proposed operating budget.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the city manager to purchase eight (8) fire DEX assault style PBI Matrix fire coat and pant sets for use in the fire department from Fire Safety Services of Huntsville, Ohio; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #12 – Submitted by James F. Lang, Police Chief

Budgetary Information: The Community Police Station lease is for one dollar (\$1.00) per year and will come from the police department's proposed operating budget.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the city manager to enter into a three (3) year license agreement with Foxborough Commons for a community oriented police station at 2012 Fox Run Trail, Apt. #10, Sandusky, Ohio; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

CITY MANAGER'S REPORT

OLD BUSINESS

NEW BUSINESS

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

EXECUTIVE SESSION(S)

ADJOURNMENT

Buckeye CableSystem broadcast on Cable Channel 81:

Replays: Monday, January 23 at 8:30 p.m.

 Tuesday, January 24 at 5 p.m.

 Monday, January 30 at 7 p.m.

TO: Nicole C. Ard, City Manager
FROM: Amanda Meyers, Paralegal
DATE: January 12, 2012
RE: City Commission Agenda Item

ITEM FOR CONSIDERATION: The purpose of this communication is to request approval of legislation allowing the City Manager to execute a 'Purchase Agreement' and sale of non-productive land that the City has acquired through the City of Sandusky's Land Reutilization Program, identified as 821 First Street, Parcel No. 56-00475.000, which is no longer needed for any municipal purpose.

BACKGROUND INFORMATION: Pursuant to Ordinance No. 07-026 passed June 11, 2007, the City is conducting a Land Reutilization Program in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. The City has acquired this property as a gift of deed from Wells Fargo Bank. The City Commission approved the acquisition on October 24, 2011 by adoption of Resolution No. 041-11R.

The City of Sandusky's Land Reutilization Policies and Procedures facilitate reutilization of nonproductive land situated within the City of Sandusky and supports neighborhood revitalization and promotes residential and economic development. The Property is a single-family residential, two-story structure with three (3) bedrooms and one (1) bath with a lot size of approximately 32' X 100'. The property is zoned R1-40 (Single-Family Residential) and shall be owner-occupied. A Request for Proposals was issued on November 16, 2011 for the sale of the nonproductive land by competitive bidding through a sealed bid process. Kim Forrest was the only respondent to submit a proposal and was determined by the Land Bank Committee at their meeting on December 29, 2011, to be a responsible bidder who poses the best opportunity for the City to achieve the highest and most certain return for the Property by rehabilitating the Property and revitalizing the neighborhood. Although Mr. Forrest submitted a minimal bid, he submitted a comprehensive rehabilitation plan with a time line for completion, attached as "Exhibit A-1," and has deposited \$10,000 in an escrow account with Huntington Bank as verified by a letter of credit attached as "Exhibit A-2." The Purchase Agreement requires Mr. Forrest to obtain all pertinent building permits and to have the improvements properly inspected.

The Land Bank Administrator has verified that Mr. Forrest qualifies pursuant to the requirements of the Land Reutilization Policies and Procedures.

BUDGET IMPACT: The cost associated with this purchase agreement is the total amount of the title examination, deed preparation, escrow fees and any

other customary fees that may be due and payable in the ordinary course of the sale and purchase transaction. The City will recoup these expenses from the purchase price paid by the Purchaser. The sale and rehabilitation of this property will revitalize the neighborhood and enhance surrounding property values.

ACTION REQUESTED: It is requested legislation be adopted allowing the City Manager to enter into a purchase agreement and to sell the property no longer needed for any municipal purpose identified as 821 First Street, Parcel No. 56-00475.000 to Kim M. Forrest. It is further requested that the legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter in order to promptly execute the closing.

Amanda J. Meyers, Paralegal

I concur with this recommendation:

Donald C. Icsman, Law Director

Nicole C. Ard, City Manager

821 First Street Renovation Proposal

Assuming the City will grant an extension for repair by the Housing Code Compliance Officer:

1. Within the first 6 months it is the intention to correct the required general Maintenance code violations as outlined in the letter dated 9-15-2011 from the City of Sandusky to Wells Fargo. Exterior sealing and paint will require the proper outside temperatures six months should allow this to happen. Replacement of gutters and downspouts that can be done in the winter time will be done as soon as possible. Rotten gutters will be replaced.
2. Within the first month Replacement of east wood porch floor to prevent water from entering the basement beneath. (weather allowing)
3. Immediately replace windows that were used for dryer vents that are currently open to the outdoors.
4. In the first six months remove lean-to roof on the north side of the house that no longer has a purpose due the rear door being removed. This roof is currently coming loose of the wall and could pose a safety hazard should it collapse. Remove the associated steps. Repair wall where the roof will be removed.
5. In the first six months remove through wall air conditioner and patch and seal the south wall.
6. In the first six months remove and replace the roof leading the basement and Re-tuck point exterior wall.
7. In six to eight months repairs to the Living room will include
 - a) Remove carpeting
 - b) Repaint ceiling
 - c) Replace light
8. In six to eight months repairs to the Dining room will include
 - a) Remove carpeting
 - b) Patch and Repaint ceiling
 - c) Replace light
9. In six to eight months repairs to the Kitchen will include
 - a) Replace tile flooring.
 - b) Patch and Repaint ceiling
 - c) Refinish Walls
 - d) Replace fan light
10. In six to eight months repairs to the Bed rooms will include
 - a) Remove carpeting
 - b) Patch and Repaint ceiling
 - c) Refinish Walls
 - d) Replace lights
11. In six to eight months repairs to the Bathroom will include
 - a) Remove carpeting
 - b) Patch and Repaint ceiling
 - c) Refinish Walls



- d) Replace light
- e) Replace tub surround.

12. In six to eight months repairs to the Stairwell and Hall will include

- a) Remove carpeting
- b) Patch and Repaint ceiling
- c) Refinish Walls
- d) Replace light

Table 6.1: Budget Cost Estimate To Correct Present Observed Deficiencies

821 First Street
 Sandusky, Ohio 44870
 December 20, 2011

TOTAL ESTIMATED COSTS/PRIORITY			
(0-1 months)	(2-5 Months)	(2-8 Months)	Optional
\$140	\$5,200	\$3,800	\$500
\$9,140			

Report Section/Item/Description	Rating	Qty	Unit	Unit Cost	ESTIMATED COST/PRIORITY			
					1 Immediate (0-1 months)	2 Short Term (2-5 Months)	3 Long Term (2-8 Months)	4 Optional
5.2.1 Site	Poor							
1. General Site cleanup		1	1	\$100	\$100			
5.2.2 RENOVATION	Poor							
1. Code Violations and Maintenance repairs- painting exterior gutter replacement		1	EA	\$3,000.00		\$3,000		
2. Replacement of east porch floor		1	EA	\$450.00		\$450		
3. Replace Basement windows		2	EA	\$20.00	\$40			
4. Removal of lean-to roof and patch walls		1	EA	\$500.00				\$500
5. Removal of air conditioner and wall repair		1	EA	\$350.00		\$350		
6. Replacement Of basement breezeway roof and wall repair		1	EA	\$800.00		\$800		
7. Living room repairs		1	EA	\$300.00		\$300		
8. Dining room repairs		1	EA	\$400.00			\$400	
9. Kitchen repairs		1	EA	\$400.00			\$400	
10. Bedroom repairs		3	EA	\$500.00			\$1,500	
11. Bathroom repairs		1	EA	\$1,000.00			\$1,000	
12. Stairwell and Hall repairs		1	EA	\$500.00			\$500	
13. Demolition and Trash disposal		1	EA	\$300.00		\$300		
14.								
15.								
16.								
17.								
18.								
19.								
20.								
TOTALS					\$140	\$5,200	\$3,800	\$500

The Huntington National Bank
1531 West Lane Ave
Columbus, Ohio 43221
614.480.0004 Office
614.480.0237 Facsimile



Amada Meyers
The City of Sandusky
222 Meigs Street
Sandusky, Ohio 44870

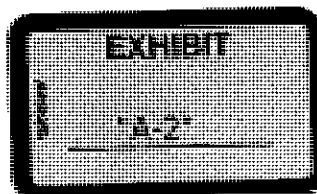
**RE: 821 First Street -Financial Letter
First Street Property
Sandusky, Ohio 44870**

Dear Amanda

Mr. Forrest has in good faith deposited \$10,000.00 (ten thousand dollars) in Huntington savings account XXXX0309 that he has designated for the renovation portion of the Request for Proposal for the sale of real estate dated 11-16-2011 for the property located at 821 First Street, Sandusky, Ohio 44870 Parcel No. 56-00475.000

A handwritten signature in black ink, appearing to read 'Dan C. Brockway', written over a circular scribble.

Sincerely,
Dan C. Brockway



ORDINANCE NO. _____

AN ORDINANCE DECLARING THAT CERTAIN REAL PROPERTY OWNED BY THE CITY AS PART OF THE LAND REUTILIZATION PROGRAM IDENTIFIED AS PARCEL NO. 56-00475.000, LOCATED AT 821 FIRST STREET, SANDUSKY, IS NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE AND AUTHORIZING THE EXECUTION OF A PURCHASE AGREEMENT WITH RESPECT TO THAT REAL PROPERTY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

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

WHEREAS, this City Commission previously authorized the acquisition of the property located at 821 First Street, Parcel No. 56-00475.000 by Resolution No. 041-11R, passed on October 24, 2011, under said Land Reutilization Program, which property is more specifically described in Exhibit "A" (the "Property") attached to a certain Purchase Agreement, a copy of which is marked Exhibit "1" with respect thereto (the "Purchase Agreement"), which property is no longer needed for any municipal purpose; and

WHEREAS, this City Commission previously authorized the City Manager to proceed with a Request for Proposals (RFP) process for the sale of the property located at 821 First Street, Parcel No. 56-00475.000 by Ordinance No. 11-107, passed on November 14, 2011; and

WHEREAS, the Request for Proposals (RFP) was issued on November 16, 2011, and Kim M. Forrest was the only respondent to submit a proposal and it was determined by the Land Bank Committee at their meeting on December 29, 2011, that Kim M. Forrest was a responsible bidder who poses the best opportunity for the City to achieve the highest and most certain return for the property by rehabilitating the property and revitalizing the neighborhood; and

WHEREAS, the total cost associated with this purchase and sale agreement is the cost of the title examination, deed preparation, escrow fees and any other customary fees that may be due and payable in the ordinary course of the sale and purchase transaction and will be recouped by the City upon sale; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to promptly execute the closing with the escrow agent; 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 finds, determines and declares that the Property, Parcel No. 56-00475.000 located at 821 First Street, Sandusky, more specifically described in Exhibit "A", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, is no longer needed for any

municipal purpose and that the execution of the Purchase Agreement providing for the sale, pursuant to Section 25 of the Charter of this City, to the Purchaser of the Property at the purchase price set forth in the Purchase Agreement, is in the economic interest of the City and in furtherance of the City's Land Reutilization Program referenced in those preambles in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. The City Manager is hereby authorized and directed to execute the Purchase Agreement on behalf of the City, substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the City's public purpose. Upon the exercise by the Purchaser to purchase the Property pursuant to that Purchase Agreement, the City Manager is also hereby authorized and directed on behalf of the City to execute a quit claim deed conveying the Property to the Purchaser, which quit claim deed shall be in a form satisfactory to the Law Director. The City Manager, Law Director, Finance Director, and other City officials, as appropriate, are each hereby authorized to execute and deliver such instruments, certificates and other documents and take such actions as are necessary and in the best interests of the City in order to carry out and consummate the foregoing actions authorized by this Ordinance.

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.

JOHN F. HAMILTON
PRESIDENT OF THE CITY COMMISSION

ATTEST:

KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: January 23, 2012

PURCHASE AND SALE AGREEMENT

The City of Sandusky, Ohio, a chartered Ohio Municipal Corporation, 222 Meigs Street, Sandusky, Ohio 44870, hereinafter "Seller," agrees to sell to Kim M. Forrest, 2nd Street, Sandusky, Ohio, hereinafter "Buyer," and Buyer agrees to purchase from Seller the real property herein located at 821 First Street, Sandusky, Ohio, more fully described on attached "Exhibit A."

ARTICLE I. PURCHASE PRICE Amount

1.01 The purchase price shall be Five Hundred and No/100 Dollars (\$500.00) payable in cash at the time of closing.

Earnest Money Deposit

1.02 A fifty dollar (\$50.00) earnest money deposit has been paid to the City of Sandusky. The earnest money deposit shall be applied to the purchase price at closing. In the event this transaction does not close for any reason, other than default by Buyer, or in the event all conditions precedent are not fully satisfied or waived, the earnest money deposited shall be returned in full to the Buyer. However, upon waiver of all contingencies at the expiration of the Inspection Period pursuant to Article 3.02 of this Agreement, and so long as there is no default by Seller, the earnest money shall become non-refundable.

ARTICLE 2. ESCROW Opening of Escrow

2.01 An escrow shall be opened pursuant to this Agreement at Southern Title of Ohio, 416 W. Market Street, Sandusky, Ohio 44870, at the soonest practicable time; time being agreed to be of the essence, all documents and funds shall be deposited in escrow on or before February 29, 2012.

Conditions of Escrow

2.02 The close of such escrow and the Buyer's obligation to purchase the property are conditioned on:

Good Title

(1) The Seller shall convey to the Buyer marketable title in fee simple by transferable and recordable quitclaim deed, with release of dower, if any, or fiduciary deed, as appropriate, free and clear of all liens and encumbrances not excepted by this contract, and except the following permitted encumbrances:

- a. Real estate taxes and assessments not due and payable;

- b. Such easements and restrictions of record, applicable zoning and building regulations.

The conveyance to Buyer of good and marketable title to said property shall be evidenced by an Owner's Policy of Title Insurance that may be issued by Southern Title of Ohio, or other reputable title company doing business in Erie County, Ohio..

Delivery of Possession

(2) Possession of the property shall be delivered to the Buyer on or before February 29, 2012.

Title Evidence

2.03 The Seller shall furnish and pay for an ALTA Homeowner's Commitment and Policy of Title Insurance (latest revision), in the amount of the purchase price, with a copy of the subdivision or condominium plat. In the event that an ALTA Homeowner's Policy is not applicable for issuance on the premises, the Seller shall furnish and pay for an ALTA Owner's Commitment and Policy of Title Insurance (latest revision), with a copy of the subdivision or condominium plat. The title evidence shall be certified to within thirty (30) calendar days prior to closing with endorsement as of 8:00 AM on the business day prior to the date of closing, all in accordance with the standards of the Columbus Bar Association, and shall show in Seller marketable title, in fee simple, free and clear of all liens and encumbrances except: (a) those created by or assumed by the Buyer; (b) those specifically set forth in this contract; (c) zoning ordinances; (d) legal highways; and (e) covenants, restrictions, conditions and easements of record which do not unreasonably interfere with present lawful use. At closing, the Seller shall sign an affidavit with respect to off record title matters in accordance with the community custom.

If title to all or part of the premises is unmarketable, as determined by Ohio law with reference to the Ohio State Bar Association's Standards of Title Examination, or is subject to liens, encumbrances, easements, conditions, restrictions or encroachments, other than those excepted in this contract, the Seller shall, within thirty (30) calendar days after the Seller receives written notice thereof, remedy or remove any such defect, lien, encumbrance, easement, condition, restriction or encroachment or obtain title insurance without exception therefor. If, within such thirty (30) day period, Seller determines that it is unable or unwilling, at its sole discretion, to resolve such matters, then the Buyer may (1) take title in its then existing state, thereby waiving any title objections, or (2) terminate the Purchase Agreement and receive a refund of any deposit as Buyer's sole and exclusive remedy.

Title and Escrow Fees

2.04 The expenses of closing described in this Article shall be paid in the following manner:

- (1) The cost of securing the title insurance commitment and policy of insurance described in paragraph 2.03 of this Agreement shall be paid by Seller.
- (2) The cost of preparing, executing, and acknowledging any deeds or other instruments required to convey title to Buyer in the manner described in this Agreement shall be paid by Seller.
- (3) Each party hereto shall be responsible for their own attorney fees relating to this Agreement and its implementation.
- (4) The cost of transfer and recording of the deed shall be paid by Buyer.
- (5) Any tax imposed on the conveyance of title to the property to Buyer shall be paid by Buyer.
- (6) Any fee charged by the escrow agent shall be equally shared between the Seller and the Buyer.

Pro-ration of Taxes

2.05 At closing, Seller shall execute and deliver to Purchaser a quit claim deed conveying marketable record title to the Property to Buyer free and clear of all liens, delinquent real estate taxes and delinquent assessments. Buyer shall pay all of the taxes and assessments, including all deferred assessments, due and payable after the date of closing.

ARTICLE 3. NO REPRESENTATION OR WARRANTIES: PROPERTY SOLD "AS IS"

3.01 Buyer acknowledges and understands that the property is being sold as-is, and with all faults. Buyer further acknowledges and understands that the property was acquired by the Seller as a donation from Wells Fargo Bank and therefore the Seller was not an owner-occupant and its information concerning the property and its condition is limited. Buyer is hereby informed that Seller is unaware of any latent defects in the property or any appurtenant systems, including but not limited to plumbing, heating, air conditioning and electrical systems, fixtures, appliances, roof, sewers, soil conditions, foundation, structural integrity, or environmental conditions. Seller makes no representations or warranties as to any of the above, the condition of the property, the property's systems, the serviceability or fitness for a particular use of the property, or any component of the property. Buyer agrees that in contracting to buy the property, Buyer has not relied upon any representation or warranty made by the Seller or any of its officers, employees, agents, or representatives. Buyer has been afforded the opportunity to undertake its own investigations and inspections of the property.

Inspections

3.02 Buyer, at Buyer's sole cost and expense, and after Seller's written acceptance of this Agreement, shall have the opportunity to inspect the Property including, but not limited to, environmental, asbestos, radon gas, lead paint, physical defects including structural defects, roof, basement, mechanical systems such as heating and air conditioning, electrical systems, sewage and septic systems, plumbing, exterior site drainage, termite and other types of pest and insect infestation or damage caused by such infestation, and review and/or order a boundary survey. If Buyer does not give to Seller written notice of cancellation, for any reason Buyer deems appropriate, within seven (7) calendar days of the date of this Agreement, Buyer shall conclusively be deemed to have: (1) completed all inspections, investigations, reviewed all applicable documents and disclosures and removed all contingencies; (2) elected to proceed with the transaction; (3) assumed all liability, responsibility, and expense for repairs and/or corrections other than for items which Seller has otherwise agreed in writing to repair or correct. If Buyer objects to the condition of the property within the specified time period, Buyer as their sole option may terminate the Agreement and neither party shall have any further obligations hereto. As a condition to termination under the inspection period, Buyer agrees to submit to Seller any and all written reports as to such inspections within three (3) calendar days following the expiration of the inspection period, after which time Seller will immediately refund the earnest money deposit.

Repairs

3.03 The property is being sold "as-is" and any repairs to the property identified by Buyer shall be the responsibility of the Buyer. The Seller will be under no obligation whatsoever to make any repairs to the property. Buyer agrees not to enter the property prior to closing for the purpose of making any repairs or alterations without express written permission from Seller.

Rehabilitation

3.04 Upon transfer of title to Buyer, Buyer shall rehabilitate the existing residential dwelling located on the parcel either directly or indirectly under the supervision of the City in accordance with the terms and conditions of this Purchase Agreement and as described in the Request for Proposals dated November 16, 2011 and the Buyer's Proposal dated December 20, 2011 which documents shall be incorporated in and made a part of this Purchase Agreement as if set forth in full herein. Buyer shall make the following improvements to the property:

1. The porch roof and cement steps located on the north side of the structure that are no longer needed for any purpose due to relocation of the door, shall be removed and the exterior wall shall be patched and sealed.
2. The air conditioner embedded in the south wall of the structure shall be removed and the south wall shall be patched and sealed.
3. The exterior wood surfaces of the structure shall be scraped, sealed and painted.
4. The gutters located on the north east side of the structure shall be replaced and the remaining gutters and downspouts shall be repaired, scraped, sealed and painted.
5. The exterior wooden porch floor located on the east side of the structure, which also provides a roof over part of the basement, shall be replaced and sealed weather tight to prevent water from leaking into the basement.
6. The chimney shall be inspected and re-tuck pointed.
7. The foundation of the structure shall be re-tuck pointed.
8. Windows that were used for dryer vents located in the basement and that are currently open to the elements shall be replaced.
9. The roof of the breezeway located on the north side of the structure leading into the basement shall be removed and replaced.
10. The living room carpet shall be removed and replaced, the ceiling shall be painted and the light fixture shall be replaced.
11. The dining room carpet shall be removed and replaced, the ceiling shall be patched and painted and the light fixture shall be replaced.
12. The tile flooring in the kitchen shall be replaced, the ceiling shall be patched and painted, the walls shall be refinished and the fan and lighting fixture shall be replaced.
13. The carpet in each of the three (3) bedrooms shall be removed and replaced, the ceilings shall be patched and painted, the walls shall be refinished and the light fixtures shall be replaced.
14. The carpet shall be removed in the bathroom and replaced with waterproof flooring, the ceiling shall be patched and painted, the walls shall be refinished, the light fixtures shall be replaced and a new tub surround shall be installed.
15. The carpeting in the stairwell and hall shall be removed and replaced, the ceilings shall be patched and painted, the walls shall be refinished and the light fixtures shall be replaced.
16. Buyer reserves the right to make changes to the above improvements upon approval of the City's Code Enforcement Officers if, in their sole discretion, they have determined that the improvements will cause the buyer undue hardship or that changes in the scope of the rehabilitation will produce a better end result.

3.05 Construction shall start within thirty (30) days and completion of construction shall occur within twelve (12) months from the date Buyer

acquires title. If the Buyer fails to complete construction and occupy the property within twelve (12) months from the date Buyer acquires title, the title to the property together with all improvements made or erected shall automatically be forfeited and revert to and vest in the City of Sandusky. The City shall have the right to re-enter and take possession of the property.

3.06 Inspections shall be made monthly until all construction has been completed. The inspections shall be conducted by a Code Compliance Officer and may include other City staff as necessary. The purpose of the inspections shall include, but shall not be limited to the following:

1. To ensure that construction is in conformance with the Building Code, Part Thirteen of the Codified Ordinances of the City of Sandusky and the Residential Code of Ohio;
2. That all required permits are obtained; and
3. To monitor adherence to the timeline of completion as provided in Buyer's proposal.

3.07. The parties agree that the completion of the 16 items in 3.04 above by Buyer in conformance with the Building Code referred to above shall satisfy Buyer's obligations to complete construction and Buyer shall not be required to make any additional improvements or repairs. Upon completion of construction the City of Sandusky's right to re-enter and take possession of the property shall terminate and its reversionary interest shall be extinguished.

ARTICLE 4. CONTROL OF PROPERTY DURING ESCROW **Destruction of Improvements**

4.01 Risk of loss to the premises and appurtenances occurring prior to closing shall be borne by the Seller. If any part of the premises covered by this contract shall be substantially damaged or destroyed from the date of written acceptance of this contract through the date and time of closing, the Seller shall give a written notice to the Buyer and/or Buyer's Broker that the damage or destruction has occurred. Such notice must include all pertinent information regarding insurance policies and claims covering the premises that has been damaged or destroyed. The written notice shall be delivered within five (5) calendar days from the date of the discovery of the damage or destruction. The Buyer may:

- (a) proceed with the transaction and be entitled to all insurance money, if any, payable to Seller under all policies covering the premises, or
- (b) rescind the contract, by giving written notice to Seller and/or Seller's Broker within ten (10) calendar days after the Seller and/or Seller's Broker has delivered written notice to the Buyer and/or Buyer's Broker of such damage or destruction and thereby release all parties from liability, in which event the earnest money deposit shall be returned to the Buyer.

Failure by the Buyer to so notify the Seller and/or Seller's Broker in writing, within the ten (10) calendar days, shall constitute an election by the Buyer to proceed with the transaction.

Failure by the Seller to provide the required written notice to the Buyer and/or Buyer's Broker shall result in the Buyer, upon discovery of the damage or destruction, having the right to: insurance proceeds; reimbursement for repairs; or rescind this contract, in which case, the earnest money deposit shall be returned to the Buyer .

ARTICLE 5. MISCELLANEOUS **Assignment of Agreement**

5.01 This Agreement shall be binding on the respective heirs, executors, administrators, successors, and to the extent assignable, on the assigns or nominees of the parties hereto, provided Buyer shall not transfer or assign this Agreement without first having obtained the express written consent of Seller.

Notice

5.02 Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Buyer, as the case may be, at the address set forth under the signatures of such party hereto.

Ohio Law to Apply

5.03 This Agreement shall be construed under and in accordance with the laws of the State of Ohio. All obligations of the parties created hereunder are performable in Erie County, Ohio.

Legal Construction

5.04 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

Prior Agreements Superseded

5.05 This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the aforesaid subject matter.

Time of Essence

5.06 Time is of the essence of this Agreement.

Descriptive Heading

5.07 The descriptive headings used herein are for convenience only and are not intended to necessarily refer to the matter in sections which precede or follow them, and have no affect whatsoever in determining the rights or obligations of the parties.

Parties Bound

5.08 The terms, promises, covenants and agreements contained in this Agreement of Sale shall apply to, define upon, and inure to the benefit of the parties hereto and their heirs, executors and administrators.

Signature Pages to Follow

DRAFT

IN WITNESS WHEREOF, intending to be legally bound hereby, the Seller and the Buyer executed several counterparts hereof, each of which shall be deemed an original.

WITNESSES:

Buyer:

Kim M. Forrest

STATE OF OHIO)
) ss:
ERIE COUNTY)

On this _____ day of _____, 2012, before me, a Notary Public in and for said County and State, personally appeared Kim M. Forrest and acknowledged his execution of the foregoing instrument as said Buyer and that the same is his voluntary act and deed as said Buyer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

NOTARY PUBLIC

WITNESSES:

SELLER:

CITY OF SANDUSKY

Nicole C. Ard
City Manager

STATE OF OHIO)

) ss:

ERIE COUNTY)

On this _____ day of _____, 2012, before me, a Notary Public in and for said County and State, personally appeared Nicole C. Ard, City Manager of the City of Sandusky, Ohio, and acknowledged her execution of the foregoing instrument as said officer of said City on behalf of said City and by its authority and that the same is her voluntary act and deed as said officer on behalf of said City and the voluntary act and deed of said City.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

NOTARY PUBLIC

Approved as to Form:

Donald C. Icsman
Ohio Supreme Court #0021435
Law Director
City of Sandusky

EXHIBIT A

Situated in the City of Sandusky, County of Erie and State of Ohio:

Being the East 32 ¼ feet of the Lots Nos. 1 and 3 on Anderson Street, in McKelvey's Huntington and Anderson's Subdivision, as per plat recorded in

Volume 3 of Plats, Page 4, Erie County, Ohio records, having a frontage of 32 ¼ feet on First Street and 100 feet on Anderson Street, Erie County, Ohio Records, be the same more or less, but subject to all legal highway.

Parcel Number: 56-00475.000

Property Address: 821 First Street, Sandusky, Ohio 44870

Prior Instrument Reference: Instrument Number 201106869, Recorder's Office, Erie County, Ohio.

DRAFT

TO: Nicole C. Ard, City Manager
FROM: Amanda Meyers, Paralegal
DATE: January 11, 2012
RE: City Commission Agenda Item

ITEMS FOR CONSIDERATION: The purpose of this communication is to request approval of legislation allowing the City Manager to execute a 'Purchase Agreement' and sale of non-productive land that the City has acquired through the City of Sandusky's Land Reutilization Program, identified as 2026 Shelby Street, Sandusky, Ohio, Erie County Parcel No. 58-01506.000, which is no longer needed for any municipal purpose and would be best suited for neighborhood revitalization.

BACKGROUND INFORMATION: Pursuant to Ordinance No. 07-026 passed June 11, 2007, the City is conducting a Land Reutilization Program in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. The City has acquired this nonproductive land by forfeiture through foreclosure by the Erie County Treasurer for delinquent taxes, which was approved by the City Commission for acceptance into the Land Reutilization Program by Resolution 02-10R effective January 11, 2010 and received through judgment entry of the Erie County Common Pleas Court on October 21, 2011. The City of Sandusky's Land Reutilization Policies and Procedures facilitate reutilization of nonproductive land situated within the City of Sandusky and supports neighborhood revitalization and promotes residential and economic development. The Property is located in an area zoned RMF (Multi-Family Residential) and is a large vacant lot resulting from the demolition of a fire-damaged structure that used to occupy the Property. A Request for Proposals was issued on November 16, 2011 for the sale of the nonproductive land by competitive bidding through a sealed bid process. New Jerusalem Missionary Baptist Church was the only respondent to submit a proposal and was determined by the Land Bank Committee at their meeting on December 29, 2011, to be a responsible bidder who poses the best opportunity for the City to achieve the highest and most certain return for the Property by utilizing the Property for future growth and development of the church. Although the Property will remain exempt from taxation, the Property is located in an area of the City that desperately needs revitalization and community support, of which the church will certainly provide.

BUDGET IMPACT: The cost associated with this purchase agreement is the total amount of the title examination, title insurance policy, deed preparation and escrow fees charged by the title company acting as escrow agent for the sale and purchase transaction. Any such costs shall be included in the sale price of the nonproductive land and will be recouped by the City upon sale.

The Purchasers shall pay the real estate transfer tax, if any, and recording fees upon purchase. Residential development of this nonproductive land will enhance property values in the Southside Acquisition Zone.

ACTION REQUESTED: It is requested legislation be adopted allowing the City Manager to enter into a purchase agreement and to sell the property no longer needed for any municipal purpose identified as 2026 Shelby Street, Sandusky, Ohio, Erie County Parcel No. 58-01506.000 to New Jerusalem Missionary Baptist Church. It is further requested that the legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter in order to promptly execute the closing.

Amanda J. Meyers, Paralegal

I concur with this recommendation:

Donald C. Icsman, Law Director

Nicole C. Ard, City Manager

ORDINANCE NO. _____

AN ORDINANCE DECLARING THAT CERTAIN REAL PROPERTY OWNED BY THE CITY AS PART OF THE LAND REUTILIZATION PROGRAM IDENTIFIED AS PARCEL NO. 58-01506.000, LOCATED AT 2026 SHELBY STREET, SANDUSKY, IS NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE AND AUTHORIZING THE EXECUTION OF A PURCHASE AGREEMENT WITH RESPECT TO THAT REAL PROPERTY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

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

WHEREAS, this City Commission previously authorized the acquisition of the property located at 2026 Shelby Street, Parcel No. 58-01506.000 by Resolution No. 002-10R, passed on January 11, 2010, under said Land Reutilization Program, which property is more specifically described in Exhibit "A" (the "Property") attached to a certain Purchase Agreement, a copy of which is marked Exhibit "1" with respect thereto (the "Purchase Agreement"), which property is no longer needed for any municipal purpose; and

WHEREAS, this City Commission previously authorized the City Manager to proceed with a Request for Proposals (RFP) process for the sale of the property located at 2026 Shelby Street, Parcel No. 58-01506.000 by Ordinance No. 11-107, passed on November 14, 2011; and

WHEREAS, the Request for Proposals (RFP) was issued on November 16, 2011, and the New Jerusalem Missionary Baptist Church was the only respondent to submit a proposal and it was determined by the Land Bank Committee at their meeting on December 29, 2011, that the New Jerusalem Missionary Baptist Church was a responsible bidder who poses the best opportunity for the City to achieve the highest and most certain return for the property by utilizing the property for future growth and development of the church; and

WHEREAS, the total cost associated with this purchase and sale agreement is the cost of the title examination, title insurance policy, deed preparation and escrow fees of which costs will be included in the sale price of the property and recouped by the City upon sale; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to promptly execute the closing with the escrow agent; 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 finds, determines and declares that the Property, Parcel No. 58-01506.000 located at 2026 Shelby Street, Sandusky, more specifically described in Exhibit "A", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, is no longer needed for any

municipal purpose and that the execution of the Purchase Agreement providing for the sale, pursuant to Section 25 of the Charter of this City, to the Purchaser of the Property at the purchase price set forth in the Purchase Agreement, is in the economic interest of the City and in furtherance of the City's Land Reutilization Program referenced in those preambles in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. The City Manager is hereby authorized and directed to execute the Purchase Agreement on behalf of the City, substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the City's public purpose. Upon the exercise by the Purchaser to purchase the Property pursuant to that Purchase Agreement, the City Manager is also hereby authorized and directed on behalf of the City to execute a quit claim deed conveying the Property to the Purchaser, which quit claim deed shall be in a form satisfactory to the Law Director. The City Manager, Law Director, Finance Director, and other City officials, as appropriate, are each hereby authorized to execute and deliver such instruments, certificates and other documents and take such actions as are necessary and in the best interests of the City in order to carry out and consummate the foregoing actions authorized by this Ordinance.

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.

JOHN F. HAMILTON
PRESIDENT OF THE CITY COMMISSION

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

Passed: January 23, 2012

PURCHASE AND SALE AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2012, by and between the City of Sandusky, Erie County, Ohio, a Municipal Corporation, 222 Meigs Street, Sandusky, Ohio and New Jerusalem Missionary Baptist Church, a Non-profit Corporation, 1920 Eddy Henry Way, Sandusky, Ohio 44870 hereinafter referred to as the "Purchaser".

WITNESSETH:

In consideration of the premises and the mutual promises and covenants hereinafter contained, the parties do hereby agree as follows:

1. The Seller agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Seller, an unimproved parcel of real property located at 2026 Shelby Street, Erie County Parcel Number 58-01506.000, Sandusky, Ohio, more fully described in the legal description marked Exhibit "A" and attached hereto.

2. The total purchase price for the premises is eight thousand five hundred dollars (\$8,500), which is not less than fair market value and shall be paid in cash, certified check or cashier's check made payable to Seller.

3. The closing date of this transaction shall be no later than February 29, 2012 or at such other time as may be mutually agreed upon, in writing, by the parties. At closing, Seller shall execute and deliver to Purchaser a quit claim deed conveying marketable record title to the Property to Purchaser free and clear of all liens, delinquent real estate taxes and special assessments. Purchaser shall pay all of the taxes and assessments due and payable after the date of closing.

4. The escrow agent herein shall be Southern Title of Ohio, 416 W. Market Street, Sandusky, Ohio 44870. All funds and documents required to close this transaction shall be deposited with said escrow agent on or before closing date. An executed counterpart of this Agreement shall be deposited with the escrow agent by the Purchaser and this Agreement shall serve as the escrow instructions. The escrow agent may attach its standard conditions of

acceptance thereto; provided, however, that in the event such standard conditions are inconsistent or in conflict with the terms of this Agreement, this Agreement shall control.

5. The Seller and the Purchaser represent that no real estate broker or agent was involved in this transaction and that no brokerage fees, commissions, or other compensation is due any real estate broker or agent because of this transaction.

6. On the closing date, the escrow agent shall file for record the deed, and all other instruments, if any, required to be recorded pursuant to this Agreement and thereupon deliver to each of the parties, the funds and documents to which they shall be respectively entitled, together with its escrow statement.

7. In closing this transaction, the Purchaser shall be charged with the following costs of this transaction:

- a. Preparation of a quit claim deed;
- b. Filing fees.

8. Purchaser shall be entitled to possession of the premises upon the closing of this transaction.

9. The Purchaser has examined the premises, has had the opportunity to fully inspect and ask questions about conditions of the same, and acknowledges that they are accepting the property "AS IS" subject to no warranties as of the date of the execution of this Agreement and that there have been no representations by the Seller as to the condition of this property.

10. In the event that the Purchaser breaches this Agreement by not closing this transaction on or before February 29, 2012, earnest money deposited, if any, shall be immediately paid to the Seller, which payment may be treated as liquidated damages (the precise amount of damages being difficult or impossible to ascertain).

11. This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof, and no agreements or

understandings nor any representations concerning the same shall be binding upon the parties unless specifically set forth herein.

12. This Agreement may be executed in multiple counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instruments.

13. This Agreement shall be binding upon and inure to the benefit of Seller and Purchaser and their respective heirs, legal representative, and assigns.

SIGNATURE PAGES TO FOLLOW

DRAFT

SELLER:

CITY OF SANDUSKY

Nicole C. Ard
City Manager

STATE OF OHIO)
) ss:
ERIE COUNTY)

On this _____ day of _____, 2012, before me, a Notary Public in and for said County and State, personally appeared Nicole C. Ard, City Manager of the City of Sandusky, Ohio, and acknowledged her execution of the foregoing instrument as said officer of said City on behalf of said City and by its authority and that the same is her voluntary act and deed as said officer on behalf of said City and the voluntary act and deed of said City.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

NOTARY PUBLIC

PROPERTY DESCRIPTION

Situated in the City of Sandusky, County of Erie and State of Ohio: Lot Number One Hundred Eighty-one (181) Shelby Street in Fairlawn Park Subdivision, a resubdivision of Outlots Numbers 58 and 59 and part of Outlots Numbers 57, 60, 61 and 62 of the Darling Survey between Camp and Campbell Streets in the City of Sandusky.

Property Address: 2026 Shelby Street, Sandusky, OH 44870
Tax ID No.: 58-01506.000

DRAFT



DEPARTMENT OF GENERAL SERVICES

Scott A. Miller, Director
smiller@ci.sandusky.oh.us

1024 Cement Avenue
Sandusky, OH 44870

Fleet Maintenance
Greenhouse
Horticultural Services
Oakland Cemetery & Memorial Park
Municipal Buildings
Traffic Services
Recreation

419.627.5984 PHONE
419.627.5911 FAX

www.ci.sandusky.oh.us

TO: Nicole Ard, City Manager
From: _____
Scott Miller, Director of General Services
Date: January 10, 2012
RE: Commission Agenda Item

Item for Consideration: Legislation to make payment for bulk rock salt for the calendar year 2012.

Again this year, the City of Sandusky was included in Erie County's bulk rock salt bidding procedure. The City has been included in this process since 1998. The County's bid included 14 political subdivisions/County departments of which the City of Sandusky's salt requirements are approximately 20% of the total bid quantity. The City, as one of the main users under this contract, has facilitated reduced costs for rock salt based upon increased bid tonnages for all of the political subdivisions that are included in the County's bid process.

Erie County has opened bids and awarded the salt contract for the calendar year 2012 to Morton Salt Inc. of Chicago, Illinois, at a rate of \$44.00 per ton for pick-up. This contract price reflects a \$1.50 increase per ton compared to the rate that was in effect until December 31, 2011 of \$42.50 per ton. The City requested 2,000 tons for calendar year 2012.

Should the City use its total allocated quantity (2,000 tons) of salt, the budget impact would be \$88,000.00. City crews are pretreating the Milan Road overpass along with other streets and underpasses in an effort to decrease salt usage. To date, 1,420 tons have been purchased out of the 1,500 tons requested for calendar year 2011.

Budgetary Information: Funds for the purchase of bulk rock salt are routinely included in the Traffic Services operating budget each year.

Action Requested: It is requested that the proper legislation be prepared to pay Morton Salt Inc. of Chicago, Illinois, an amount not to exceed \$88,000.00 for the purchase of bulk rock salt for the calendar year 2012. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter to allow for salt application as the weather dictates.

I concur with the recommendation:

Nicole Ard
City Manager

cc: Don Icsman, Law Director
Hank Solowiej, Finance Director
Kelly Kresser, Commission Clerk

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

RESOLUTION NO. 11-621

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ERIE COUNTY, OHIO, FOR THE PURPOSE OF ENTERING INTO AN AGREEMENT WITH MORTON SALT, INC.

The Board of County Commissioners of Erie County, Ohio, met this 15th day of December, 2011, in Regular Session with the following members present:

William J. Monaghan, Patrick J. Shenigo, and Thomas M. Ferrell, Jr.

Mr. Ferrell introduced the following resolution and moved its adoption:

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ERIE COUNTY, OHIO:

THAT, this Board hereby enters into an agreement with Morton Salt, Inc., 123 N. Wacker Drive, Chicago, Illinois 60606, for the purpose of furnishing bulk highway deicing rock salt to prevent caking during the 2012 calendar year for the Erie County agencies, according to the provisions as outlined in the attached document; and

THAT, this Board of County Commissioners hereby finds and determines that all formal actions relative to the adoption of this resolution were taken in an open meeting of this Board; and that all deliberations of this Board and of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the Revised Code.

Mr. Shenigo seconded the motion for the adoption of said resolution; and the roll being called upon its adoption, the vote resulted as follows:

Roll Call: Mr. Ferrell, Aye; Mr. Shenigo, Aye; Mr. Monaghan, Aye

Adopted: December 14, 2011

CERTIFICATE

I, Carolyn L. Hauenstein, Clerk of the Board of County Commissioners of Erie County, Ohio, hereby do certify that the above is a true and correct copy of resolution adopted by said Board under said date, and as same appears in Commissioners' Journal, Volume #189.

Clerk

Board of County Commissioners
of Erie County, Ohio

Approved by County Administrator _____ Absent
Michael J. Bixler

prepared by Finance Dept.
Morton Salt - highway rock salt/emp

CONTRACT

This Agreement made and entered into thisday of, 2011, by and between ...**MORTON SALT, INC.**, 123 N. Wacker Drive, Chicago, IL 60606-1743, party of the first part, and the **BOARD OF ERIE COUNTY COMMISSIONERS** of Erie County, Ohio, party of the second part,

Witnesseth: That the said party of the second part, agreed with the party of the first part for and in consideration of the stipulations, covenants and agreements herein contained and of the payment hereinafter mentioned to be made by the party of the second part, the said party of the first part does hereby covenant and agree to: **FURNISH 9,625 TONS, MORE OR LESS, OF BULK HIGHWAY DEICING ROCK SALT TREATED TO PREVENT CAKING, FOR HIGHWAY ICE CONTROL DURING THE 2012 CALENDAR YEAR (1/01/12 – 12/31/12).**

TO BE ALLOCATED AS FOLLOWS:	REQUESTED AMOUNT:
Erie County Engineer, Highway Dept.	3,200 Tons
Berlin Township	125 Tons
Groton Township	125 Tons
Huron Township	400 Tons
Milan Township	600 Tons
Oxford Township	175 Tons
Perkins Township	1,100 Tons
Village of Berlin Heights	100 Tons
Village of Castalia	200 Tons
Village of Milan	400 Tons
City of Sandusky	2,000 Tons
Erie County Facilities Dept.	150 Tons
Erie County Dept. of Environmental Services	50 Tons
City of Huron	<u>1,000 Tons</u>
Total Estimated Requirements	<u>9,625 Tons</u>

EACH COUNTY AGENCY TO BE BILLED SEPARATELY - ROCK SALT TO BE DELIVERED TO ANY DESTINATION IN ERIE COUNTY, OHIO, IN MINIMUM TRUCK LOADS OF 20 TONS AT A CONTRACT PRICE OF \$51.41/TON; OR AT THE OPTION OF ERIE COUNTY OR THE ABOVE NAMED TOWNSHIPS, CITIES AND VILLAGES, TO PICK UP IN THEIR TRUCKS FROM A STOCKPILE LOCATED AT GEO. GRADEL CO., BIG FOUR DOCK, SANDUSKY, OHIO 44870, AT A CONTRACT PRICE OF \$44.00/TON, 10 TON MINIMUM PICKUP, FOB SANDUSKY, OHIO, WHICH INCLUDES LOADING OUR TRUCKS BETWEEN 7:30 A.M. AND 4:00 P.M., SIX DAYS PER WEEK, NOT TO EXCEED **\$174,794.00** Delivered (\$164,512.00 – Erie County Engineer; \$7,711.50 – Erie County Facilities Dept.; and \$2,570.50 – Erie County Dept. of Environmental Services) AND/OR **\$149,600.00** PICKED UP AT SANDUSKY, OHIO (\$140,800.00-Erie County Engineer; \$6,600.00 – Erie County Facilities Department; \$2,200.00 – Erie County Dept. of Environmental

Services) . NO DELIVERIES NOR ANY PICKUPS WITHOUT PRIOR AUTHORIZATION BY THE ERIE COUNTY ENGINEER, ERIE COUNTY FACILITIES MANAGER AND/OR ERIE COUNTY SANITARY ENGINEER AND WRITTEN CONCURRENCE BY THE ERIE COUNTY AUDITOR THE FUNDS ARE AVAILABLE.

In the event of a conflict between the terms and conditions of this Contract and the terms and conditions of the bid dated NOVEMBER 21, 2011, the terms and conditions of the bid shall control.

THIS AGREEMENT, along with the attached Bid Specifications (Exhibit 1) and Bid Proposal (Exhibit 2) constitutes the entire agreement between the parties and its provisions shall be construed in accordance with the Laws of the State of Ohio.

It is agreed by said first party that all material shall be the best quality and the job shall be completed in a good and workman-like manner in accordance with the plans and specifications hereto attached, which are made a part of this contract.

The party of the second part agrees upon the completion of said work and delivery of said material as above specified, that they will cause an order to be drawn by the Auditor of said County on the Treasurer of said County, payable to the party of the first part for such sums as may be due for labor performed or material furnished. The party of the first part hereby agrees to receive as full compensation aforesaid **\$51.41 per ton delivered or \$44.00 per ton picked up by customer, not to exceed \$174,794.00 DELIVERED AND/OR \$149,600.00 PICKED UP AT SANDUSKY, OHIO** without prior authorization by the Erie County Engineer, Erie County Facilities Manager and/or Erie County Sanitary Engineer and written concurrence by the Erie County Auditor the funds are available. All labor performed and material furnished is subject to the approval of the Board of Erie County Commissioners.

The Party of the First Part (Morton Salt, Inc.) shall indemnify, hold harmless and defend the Party of the Second Part (The Erie County Commissioners) and Party of the Second Part's employees from and against any and all claims, liability, damage or loss to person or property which may arise or grow out of the performance of this contract by Party of the First Part, Party of the First Part's agents, employees, invitees or others acting for or in the behalf of Party of the First Part.

In Witness Whereof, we, the parties, have hereunto set our hands the day and year first above written.

MORTON SALT, INC.

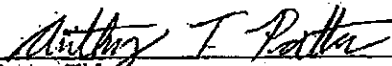
(Party of the First Part)

Taxpayer I.D. # 27-3146174

BOARD OF COUNTY COMMISSIONERS

OF ERIE COUNTY, OHIO

(Party of the Second Part)


Name - Title
Anthony T. Patton
Manager Highway Ice Control


Erie County Commissioner, William J. Monaghan

Leah Pittacora
Name - Title Leah Pittacora
~~Project Manager Ice Control~~
Name - Title

[Signature]
Erie County Commissioner, Patrick J. Shanigo
[Signature]
Erie County Commissioner, Thomas M. Ferrell, Jr.

[Signature]
Erie County Engineer, Jack D. Farschman

[Signature]
Erie County Facilities Manager, Allen R. Jackson
[Signature]
Erie County Sanitary Engineer, Jack R. Meyers

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE BULK HIGHWAY DEICING ROCK SALT FOR THE DIVISION OF TRAFFIC SERVICES TO BE USED IN THE CY 2012 FROM MORTON SALT INC. OF CHICAGO, ILLINOIS; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, since 1998, the City of Sandusky has been included in the bidding procedure utilized by Erie County to obtain bulk highway deicing rock salt; and

WHEREAS, Erie County has awarded the salt contract for CY 2012 to Morton Salt Inc. of Chicago, Illinois, at a rate of \$44.00 per ton which reflects an increase of \$1.50 per ton over the rate that was in effect until December 31, 2011, at \$42.50 per ton; and

WHEREAS, the bid submitted to the Erie County Commissioners included 6 townships, 3 villages, the City of Sandusky, City of Huron, and 3 separate Erie County departments for a total of 9,625 tons and the City's allocation is 2,000 tons; and

WHEREAS, should the City use its total estimated quantity (2,000 tons) of highway deicing rock salt the budget impact would be \$88,000.00; and

WHEREAS, the City purchased 1,420 tons of the allocated 1,500 tons from CY 2011; and

WHEREAS, funds for the purchase of this item are routinely included in the Traffic Services operating budget each year; and

WHEREAS, this legislation should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to authorize the purchase of highway deicing rock salt for the CY 2012 as soon as possible to allow for salt application as the weather dictates; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Division of Traffic 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 purchase from Morton Salt Inc. of Chicago, Illinois, Two Thousand (2,000) tons, more or less, of bulk highway deicing rock salt for use by the Division of Traffic Services during CY 2012, at a cost not to exceed Eighty Eight Thousand and 00/100 Dollars (\$88,000.00). Said highway deicing rock salt shall be provided in accordance with the proposal of the said Morton Salt Inc. of Chicago, Illinois on file with the Erie County Purchasing Department, and the bid specifications in relation thereto.

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

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

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

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

JOHN F. HAMILTON
PRESIDENT OF THE CITY COMMISSION

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

Passed: January 23, 2012

TO: Nicole C. Ard, City Manager
FROM: Thomas Schwan, Public Transit Administrator
DATE: January 11, 2012
SUBJECT: Ohio Transit Preservation Partnership Program

ITEM FOR CONSIDERATION: Request for Resolution authorization the submission of a grant application for Ohio Transit Preservation Partnership Program (OTPPP) funds from the Ohio Department of Transportation and to authorize the City Manager to execute any grant agreement as awarded.

BACKGROUND INFORMATION: The Ohio Department of Transportation is pleased to announce the Ohio Transit Preservation Partnership Program (OTPPP) to provide financial assistance to urban transit systems. Given the current economic condition of the state, the decline of the state funds for urban transit systems, and the significance of transit to the state's economy, the department has instituted the Ohio Transit Preservation Partnership Program (OTPPP) to provide federal funds to urban transit systems in Ohio.

The OTPPP is a \$14 million discretionary program and projects will be selected on a competitive basis. Preservation is defined as the process of working to maintain, sustain, or keep in good sound state the transit systems in Ohio. Though the emphasis for this program is preservation, the department recognizes that there may be transit projects which will contribute to the economic development and financial growth and stability in Ohio.

The sources of funds for this program are federal ODOT Congestion Mitigation Air Quality and Surface Transportation Program dollars. Transit systems must be recipients of FTA 5307 funds in order to apply for OTPPP funds. Projects awarded through the OTPPP will be funded with 80% federal funds and 20% local match required.

The projects that would be funded from the OTPPP are:

Coordinated Dispatch Center: This would include upgrades in communication equipment, high tech work areas, and improved security measures to ensure employee safety. This project has a cost of \$95,000.00 with matching fund of \$19,000.00.

Sandusky Transit Maintenance Garage Improvements: The STS Maintenance Garage is in need of several tool and shop upgrades, including an additional heavy duty bus lift, Air Conditioning recovery Machine, safety jack stands and misc. tools for larger buses. The cost of this project is \$66,500.00 with matching funds of \$13,300.00

The OTPPP, if awarded, will allow Sandusky Transit System the opportunity to become more efficient, expand services, and provide better service for our residents

BUDGETARY INFORMATION: The total cost for these projects is \$161,500 of which \$129,200 (80%) will be paid with funds from the OTPPP if awarded. It is anticipated that the required local match of \$32,300 (20%) will be paid with funds from local sources and contract revenue. There will be no impact to the City's general fund.

ACTION REQUESTED: Resolution authorizing the filing of an application of the OTPPP from the Ohio Department of Transportation and if awarded, authorizing the City Manager to execute any grant agreement and lawfully expend funds. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter in order to meet the Ohio Department of Transportation deadline of January 27, 2012 for the return of the grant application.

Thomas Schwan, Transit Administrator

Todd Roth, Director of PED

I concur with this recommendation:

Nicole C. Ard, City Manager

cc: Donald Icsman, Law Director
Kelly Kresser, Commission Clerk

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE FILING OF A GRANT APPLICATION WITH THE OHIO DEPARTMENT OF TRANSPORTATION FOR OHIO TRANSIT PRESERVATION PARTNERSHIP PROGRAM GRANT FUNDS FOR THE SANDUSKY TRANSIT SYSTEM; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Ohio Department of Transportation (ODOT), given the current economic condition of the State, the decline of State funds for urban transit systems and the significance of transit to the State's economy, has instituted the Ohio Transit Preservation Partnership Program (OTPPP) to provide federal funds to urban public transit systems in Ohio; and

WHEREAS, upon approval by the City Commission, the City will be applying for financial assistance for the Sandusky Transit System for the Coordinated Dispatch Center Project and the Sandusky Transit Maintenance Garage Improvements Project; and

WHEREAS, the total cost for these projects is \$161,500.00 of which \$129,200.00 (80%) will be paid with funds received from the Ohio Transit Preservation Partnership Program (OTPPP) and it is anticipated that the required local match of \$32,300.00 (20%) will be paid with funds from local sources and contract revenue; and

WHEREAS, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to file the application with the Ohio Department of Transportation for the Ohio Transit Preservation Partnership Program by the submission deadline of January 27, 2012; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of Municipal Departments, including the Sandusky Transit System of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio, finds that an emergency exists regarding the aforesaid, and that it is advisable that this **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 City Manager is hereby authorized to execute and file an application on behalf of the City of Sandusky with the Ohio Department of Transportation for the Ohio Transit Preservation Partnership Program for funding to assist with the Coordinated Dispatch Center Project and Sandusky Transit Maintenance Garage Improvements Projects for the Sandusky Transit and to execute any contracts or agreements on behalf of the City and lawfully expend funds should they be awarded.

Section 2. The City Manager is authorized to execute and file with the City's applications any assurances or any other documentation required by the Ohio Department of Transportation and to furnish such additional information as the Ohio Department of Transportation may require in connection with the City's applications.

Section 3. The Clerk of the City Commission is hereby directed to furnish a certified copy of this Resolution to be utilized for the filing of any applications for

financial assistance from the Ohio Department of Transportation.

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.

JOHN F. HAMILTON
PRESIDENT OF THE CITY COMMISSION

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

Passed: January 23, 2012

TO: Nicole C. Ard, City Manager
FROM: Thomas Schwan, Transit Administrator
DATE: January 10, 2012
RE: **Ordinance to enter into a 5-year lease contract with MV Contract Transportation, Inc. to lease and occupy the Amtrak Station and vehicle maintenance garage for daily operation of Sandusky Transit System.**

ITEM FOR CONSIDERATION: Legislation for approval to enter into a 5-year lease agreement with **MV Transportation, Inc.** for the occupation of both the Amtrak Station and the vehicle maintenance garage facilities, located at 1230 and 1240 North Depot St., Sandusky, Ohio. This contract is to begin January 1st, 2012 and continue through December 31st, 2016.

BACKGROUND INFORMATION: The City of Sandusky has recently entered into a three (3) year contract with the option to renew for two (2) consecutive one (1) year terms for transportation services with MV Contract Transportation Inc, for the daily operation of the Sandusky Transit System. A requirement of service provision is for the successful contractor to also enter into a lease agreement for the existing operation facilities for that purpose. STS operates from both the renovated Amtrak Station located at 1230 N. Depot St. and the adjacent vehicle maintenance facility at 1240 N. Depot St.

BUDGET IMPACT: STS operations and administration are funded in whole by the Federal Transit Administration, State of Ohio, local contributing agencies, local contributing private entities, and the daily farebox collections. No General Fund monies are used in the daily operation of STS.

ACTION REQUESTED: It is therefore requested that legislation be adopted allowing the City Manager to enter into a 5-year lease agreement with MV Contract Transportation, Inc. to operate the Sandusky Transit System from the Amtrak station and vehicle maintenance garage facilities on N. Depot St., Sandusky. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter to allow the Lease Agreement to be executed by MV Contract Transportation, Inc. and the City for the use of the facilities required to be utilized for the operation of the Sandusky Transit System for the period of January 1, 2012 through December 31, 2016.

Approved:

Thomas Schwan, Transit Administrator

I concur with this recommendation.

Nicole C. Ard, City Manager

Todd Roth, Director of PED

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A LEASE AGREEMENT WITH MV CONTRACT TRANSPORTATION, INC. FOR THE BUILDINGS AND LAND COMMONLY REFERRED TO AS THE AMTRAK STATION; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the proposed Lease Agreement between the City of Sandusky and MV Contract Transportation, Inc. is for the Amtrak Building and adjacent vehicle maintenance garage located at 1230 and 1240 North Depot Street; and

WHEREAS, the City of Sandusky recently entered into a three (3) year contract with the option to review for two (2) consecutive one (1) year terms for transportation services with MV Contract Transportation, Inc., for the daily operation of the Sandusky Transit System and a mandatory requirement of that contract is for the service provider to utilize the Amtrak station facilities for the provision of services to operate the Sandusky Transit System; and

WHEREAS, this legislation should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to allow the Lease Agreement to be executed by MV Contract Transportation, Inc. and the City for the facilities required to be utilized for the provision of all services necessary for the operation of the Sandusky Transit System for the period of January 1, 2012 through December 31, 2016; and

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

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

Section 1. The City Manager is authorized and directed to enter into a five (5) year Lease Agreement with MV Contract Transportation, Inc. for the buildings and land commonly referred to as the Amtrak Station located at 1230 and 1240 North Depot Street commencing on January 1, 2012, substantially in the same form as Exhibit "1", a copy of which is attached to this Ordinance and specifically incorporated as if fully rewritten herein together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Ordinance.

Section 2. 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.

JOHN F. HAMILTON
PRESIDENT OF THE CITY COMMISSION

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

Passed: January 23, 2012

LEASE AGREEMENT

This Lease Agreement is made and entered into by and between the City of Sandusky, Ohio, an Ohio Charter Municipal Corporation with offices at 222 Meigs Street, Sandusky, Erie County, Ohio 44870, (hereinafter referred to as "Lessor"), and MV Contract Transportation, Inc., a corporation organized and existing under the laws of the State of Delaware, with its principal office located at 360 Campus Lane, Suite 201, Fairfield, CA 94534, (hereinafter referred to as "Lessee").

SECTION 1.

DESCRIPTION OF PREMISES

Lessor does now lease to Lessee the buildings and land located at 1230 North Depot Street, Sandusky, Erie County, Ohio 44870, commonly referred to as the Amtrak Station and Garage, consisting of 2.2115 acres, more or less, and more specifically described in Exhibits "A" and "B" which are attached to this Lease Agreement and specifically incorporated as if fully rewritten herein and collectively hereinafter referred to as the "Leased Premises".

SECTION 2.

TERM

The Lease shall commence beginning on January 1, 2012, and ending December 31, 2014, unless otherwise terminated as provided in this Lease which shall be occupied and used by Lessee as the business premises for the provision of transportation services as the contract service provider to the Sandusky Transit System. The City shall have the option to renew this Lease upon the same terms and conditions specified herein for two (2) consecutive one (1) year terms beginning January 1, 2015, and ending December 31, 2016. The City shall exercise the first option to renew by providing written notice to Lessee at least ninety (90) days prior to December 31, 2014. The City shall exercise the second option to renew by providing written notice to Lessee at least ninety (90) days prior to December 31, 2015.

SECTION 3.

RENT

Lessee shall pay Lessor for the use of the leased premises \$3,163.68 per month for the entire term of the Lease, payable in advance on the first day of month during the entire term of the Lease at the following office address, City of Sandusky Finance Department, 222 Meigs Street, Sandusky, OH 44870 or at another place as Lessor may designate, without any set-off or deduction, except that Lessee shall pay the first and second monthly installations of rent upon the execution of this Lease.

SECTION 4.

DELIVERY OF POSSESSION AT BEGINNING OF TERM / ACCEPTANCE

Lessee acknowledges possession of the Leased Premises at the beginning of the term of this Lease and its responsibilities for the Leased Premises including rental payments as of January 1, 2012, despite any delay in the execution of this Lease Agreement. Lessee has inspected and knows the condition of the Leased Premises and accepts the same as being in a good state of repair and in sanitary condition.

SECTION 5.

USE OF LEASED PREMISES

Lessee agrees that the Leased Premises shall be used by Lessee exclusively for the operation and management of the Sandusky Transit System by MV Contract Transportation, Inc., as the service provider pursuant to a contract for transportation services authorized by the Sandusky City Commission by Ordinance No. 11-134, passed on December 12, 2011, such use shall comply with all Federal, State and Local laws, regulations and requirements. No other usage of the Leased Premises shall be allowed unless prior written consent is obtained from the City Manager of the City of Sandusky, Ohio, which shall be granted or not granted at the absolute discretion of Lessor, it being understood that it is the purpose of Lessor to maintain and preserve the buildings and property. Lessor warrants that the Premises is properly zoned/permitted for the intended use.

SECTION 6.

INSURANCE / INDEMNIFICATION

A. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

(i) Lessee at its sole cost shall maintain liability insurance acceptable to Lessor with liability limits of not less than Eight Million Dollars (\$8,000,000.00) per occurrence combined single limit for its activities related to this Lease and the Premises. Insurance shall be on an 'occurrence' form. Deductible or retention shall be disclosed to Lessor. Policy terms must be acceptable to Lessor.

(ii) All liability insurance shall insure performance by Lessee of the indemnity provisions of this Section 6. Both Lessor and its employees, agents, officers, elected officials and representatives shall be named as additional insureds. The liability insurance policy shall not include a Cross Insured exclusion.

(iii) All insurance required in this section shall be issued by insurance companies authorized to do business in the State of Ohio with a financial rating of at least A- and at least VI as rated in the most recent A. M. Best Company report and shall provide that the coverage may not be reduced or materially cancelled unless thirty (30) days unrestricted prior written notice thereof is furnished to Lessor.

(iv) All insurance required in this section shall be primary and not contributory with regard to any other available insurance to Lessor and its employees, agents, officers, elected officials and representatives.

(v) Each certificate and applicable endorsement of the policy shall be deposited with Lessor at the commencement of the term of this Lease Agreement and on each renewal of the policy. Lessor's failure to request, review or object to the terms of such certificates or insurance shall not be deemed a waiver of Lessee's obligations or the rights of Lessor.

(vi) The minimum limits of the insurance required in the section shall in no way limit or diminish Lessee's liability under other provisions of this Agreement.

B. INDEMNIFICATION

(i) Lessee shall defend, indemnify and hold Lessor and its employees, agents, officers, elected officials and representatives, harmless from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever arising directly or indirectly, in whole or in part, from or out of this Lease Agreement and the performance or non-performance, act or omission of any of the obligations, responsibilities or requirements in this Lease Agreement by Lessee its parent company, or any subsidiaries, related and affiliated companies of each and the officers, directors, shareholders, agents, employees, agents, subcontractors or invitees of each, except to the extent caused by the negligence of Lessor.

To the extent authorized by Ohio law, Lessor shall defend, indemnify and hold Lessee and its employees, agents, officers, elected officials and representatives, harmless from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever arising directly or indirectly, in whole or in part, from or out of this Lease Agreement and the performance or non-performance, act or omission of any of the obligations, responsibilities or requirements in this Lease Agreement by Lessor or its agents, employees, subcontractors or invitees of each, except to the extent caused by the negligence of Lessee.

(ii) The indemnification obligations shall not be limited by the insurance requirements and shall extend to claims occurring after the Lease Agreement has terminated as well as while the Agreement is in force.

(iii) The provisions of this section shall survive the expiration or early termination of this Lease Agreement.

SECTION 7.

MAINTENANCE AND REPAIR BY LESSEE

Lessee shall take good care of the Leased Premises and the equipment and fixtures in the Leased Premises and shall keep the same in good working order and condition, including particularly the protection of water pipes, electrical systems,

heating and air conditioning equipment, plumbing, fixtures, appliances, and utility lines and systems, and shall keep the Leased Premises and the approaches, sidewalks, and the parking lots adjacent to the premises clean and presentable (including policing the grounds if they are included in the Leased Premises), free from ice and snow and from fire hazard and any other nuisance. At the expiration of the term, Lessee shall surrender the Leased Premises broom clean, in as good condition as the reasonable use of the premises will permit. All damage or injury to the Leased Premises not caused by fire and other casualty, as set forth in Section 12 and all damage to glass shall be promptly repaired by Lessee.

Lessee shall provide routine maintenance and minor repair the roof, exterior walls, gutters, and downspouts of the buildings leased, except as to damage arising from the negligence of Lessor. Lessor shall be responsible for major repair for damage not caused by Lessee. Nothing in this Agreement shall be construed as requiring Lessor to repair any front doors, the interior, or glass in windows or doors. Any repairs, renovations, or modifications of the building must not change the exterior and must be approved by the City Manager of the City of Sandusky.

All building repairs, alterations, additions, improvements, installation, equipment, and fixtures, by whomsoever installed or erected (except such business trade fixtures belonging to Lessee as can be removed without damage to or leaving incomplete the premises or building) shall belong to Lessor and remain on and be surrendered with the premises as a part of the premises, at the expiration of this Lease or any extension of it.

SECTION 8.

LESSOR'S RIGHT OF ENTRY

Lessor or Lessor's agent may enter the Leased Premises at reasonable hours to examine the same, to do anything Lessor may be required to do under this Lease or which Lessor may deem necessary for the good of the Leased Premises.

SECTION 9.

UTILITIES AND SERVICES

Lessee shall furnish and pay for all electricity, gas, water, fuel, or any services or utilities used in or assessed against the Leased Premises unless otherwise expressly provided in this Lease Agreement. Lessee shall also be responsible for removal of garbage from the Leased Premises.

SECTION 10.

SIGNS AND ADVERTISEMENTS

Lessee shall not put upon or permit to be put upon any part of the Leased Premises any signs, billboards or advertisements whatever, without the prior written approval of the City Manager of the City of Sandusky and in compliance with the Codified Ordinances of the City of Sandusky.

SECTION 11.

DAMAGE TO PROPERTY ON LEASED PREMISES

Lessee agrees that all property of every kind and description kept, stored, or placed in or on the Leased Premises shall be at Lessee's sole risk and hazard and that Lessor and its employees, agents, officers, elected officials and representatives shall not be responsible for any loss or damage to any of such property.

SECTION 12.

DAMAGE BY CASUALTY

In case the Leased Premises shall be destroyed or shall be so damaged by fire or other casualty, as to become untenable, then in such event, at the option of Lessor, this Lease shall terminate from the date of such damage or destruction and Lessee shall immediately surrender such premises and all interest in the premises to Lessor, and Lessee shall pay rent only to the time of such surrender. Lessor shall exercise such option to terminate this Lease by notice in writing delivered to Lessee within thirty (30) days after such damage or destruction. In case Lessor shall not

elect to terminate this Lease in such event, this Lease shall continue in full force and effect and Lessor shall repair the Leased Premises with all reasonable promptness, placing the same in as good a condition as they were at the time of the damage or destruction and for that purpose may enter such premises, and rent shall abate in proportion to the extent and duration of untenability. In either event, Lessee shall remove all rubbish, debris, merchandise, furniture, equipment, and other personal property, within thirty (30) days after the request of Lessor. If the Leased Premises shall be only slightly injured by fire or the elements, so as not to render the same untenable and unfit for occupancy, then Lessor shall repair the same with all reasonable promptness, and in that case the rent shall not abate. No compensation or claim shall be made by or allowed to Lessee by reason of any inconvenience or annoyance arising from the necessity of repairing any portion of the building or the Leased Premises, however the necessity may occur.

SECTION 13.

PUBLIC REQUIREMENTS

Lessee shall comply with all laws, orders, ordinances, and other public requirements now or later affecting the premises or the use of the premises, and save Lessor harmless from expense or damage resulting from failure to do so. The Leased Premises are not exempted from compliance with zoning or any other municipal codes or ordinances nor from any other requirements of law due to title being in the name of Lessor.

SECTION 14.

ASSIGNMENT OR SUBLEASE

Lessee shall not assign, transfer or encumber this Lease Agreement and shall not sublease the Leased Premises or any part of the Leased Premises or allow any other person to be in possession of the Leased Premises without the prior written consent of the Lessor.

SECTION 15.

SURRENDER AT END OF TERM

At the expiration of the term of this Lease, Lessor shall have the right to enter and take possession of the Leased Premises and Lessee agrees to deliver the same without process of Law. Lessee shall be liable to Lessor for any loss or damage including attorney's fees and court costs incurred as a result of Lessee's failure to comply with this obligation.

SECTION 16.

RESTORATION OF LEASED PREMISES

Lessee agrees that at the expiration of the term of this Lease Agreement, or upon the earlier termination of this Lease Agreement, or upon the Lessee's unlawful abandonment of the Leased Premises, whichever occurs first, Lessee will surrender the Leased Premises to Lessor in the same condition as when received, reasonable wear and tear, loss by fire or other casualty, and acts of God excepted.

SECTION 17.

HOLDING OVER

Any holding over by Lessee after the expiration of the term of this Lease Agreement or any extension of it shall be construed to be a tenancy from month to month at a monthly rental equal to 150% of the rent payable during the last month immediately prior to the expiration of the term and shall be subject to the terms and conditions of this Lease Agreement. Nothing in this Lease Agreement shall be construed to authorize any such holding over.

SECTION 18.

DEFAULT

If default is made in the payment of any installment of rent on its due date, or if Lessee shall default in the performance of any other agreement (other than payment of rent) including the Lessee's obligations as the contract service provider to the Sandusky Transit System for transportation services pursuant to a separately

executed contract between Lessor and Lessee, a copy of which is marked Exhibit "C" attached to this Lease Agreement and specifically incorporated as if fully rewritten herein, continuously for ten (10) days after written notice of default, or if the premises be vacated or abandoned, then in any such event this Lease shall terminate, at the option of Lessor, and Lessor may re-enter the premises and take possession, with or without legal process and without notice or demand, other than the prior ten (10) days notice which shall include assertion the Lessor may take possession in ten (10) days if default remains uncured. The service of notice, demand, or legal process in such case is waived, and upon such entry by Lessor, this Lease shall terminate and Lessor may exclude Lessee from the premises, changing the lock on the door or doors if deemed necessary, without being liable to Lessee for any damages or for prosecution for the same. Lessor's rights in such event may be enforced by action in unlawful detainer or other proper legal action, and Lessee agrees, notwithstanding termination of this Lease and re-entry by Lessor that Lessee shall remain liable for a sum equal to the entire rental payable to the end of the term of this Lease and shall pay any loss or deficiency sustained by Lessor on account of the premises being let for the remainder of the original term for a less sum than before. Lessor, as agent for Lessee, without notice may re-let the Leased premises or any part of the premises for the remainder of the term or for any longer or shorter period as opportunity may offer, and at such rental as may be obtained, and Lessee agrees to pay the difference between a sum equal to the amount of rent payable during the remainder of the term and the net rent actually received by Lessor during the term after deducting all expenses of every kind for repairs, recovering possession, and re-letting the same, which difference shall accrue and be payable monthly.

All property of Lessee which is now or may later be at any time during the term of this Lease in or upon such premises, whether exempt from execution or not, shall be bound by and subject to a lien for the payment of the rent reserved in this Lease, and for any damages arising from any breach by Lessee of any of the covenants or agreements of this Lease to be performed by Lessee. In the event of default by Lessee in the payment of rent or otherwise, Lessor may foreclose such lien and take

possession of such property or any part of it and sell or cause the same to be sold, at such place as Lessor may elect, at public or private sale, with or without notice, to the highest bidder for cash, and apply the proceeds of such sale to pay the costs of taking possession of and selling such property, and then toward the debt and/or damages. Any excess of the proceeds of the sale over such costs, debt, and/or damages shall be paid to Lessee. Any such sale shall bar any right of redemption by Lessee.

If Lessor shall default in the performance of any of its obligations under this Lease, Lessee shall provide notice of the default to Lessor and should the default be substantial in nature so as to significantly affect Lessee's ability to perform its obligations pursuant to the Transportation Agreement between Lessor and continue for ten (10) days after written notice of default, the Lease shall terminate, at the option of Lessee. Should Lessor's default substantially affect Lessee's use (including but not limited to adequate function of all utilities), the rent due to Lessor may be withheld by Lessee until such time as the default is remedied.

SECTION 19.

WAIVER

The rights and remedies of Lessor and Lessee under this Lease Agreement, as well as those provided or accorded by law, shall be cumulative, and none shall be exclusive of any other rights or remedies under this Lease Agreement or allowed by law. A waiver by Lessor or Lessee of any breach or breaches, default or defaults, of the other party under this Lease Agreement shall not be deemed or construed to be a continuing waiver of such breach or default nor as a waiver of or permission, expressed or implied, for any subsequent breach or default, and it is agreed that the acceptance by Lessor of any installment of rent, subsequent to the date the same should have been paid under this Lease Agreement shall in no manner alter or affect the covenant and obligation of Lessee to pay subsequent installments of rent promptly upon the due date. The acceptance and use by Lessee of the any part of the premises subsequent to the date a default by Lessor should have been remedied shall

in no manner alter or affect the covenant and obligations of Lessor pursuant to this Lease. No receipt of money by Lessor after the termination in any way of this Lease Agreement shall reinstate, continue, or extend the term above demised.

SECTION 20.

INSOLVENCY / ENCUMBRANCES

The occurrence of any of the following events shall constitute a breach of this Lease Agreement by Lessee and a default under this Lease Agreement: (1) the appointment of a receiver to take possession of all or substantially all of the assets of Lessee; or (2) a general assignment by Lessee for the benefit of creditors; or (3) any action taken or suffered by lessee under any insolvency or bankruptcy act.

Any assignment, transfer, or conveyance by Lessee of any property rights arising out of this Lease shall not encumber, alienate, diminish, cloud, or impair in any way the title ownership and interests of Lessor in and to such property. Lessee shall promptly pay when due all obligations or indebtedness incurred under or by virtue of this Lease, including but not limited to taxes, labor, services, materials, supplies, utilities, furnishings, machinery, or equipment which may be secured by any mechanic's or materialmen's lien or any other lien against the premises leased. This Lease is subject to provisions of the City Charter, Ordinances, and State Statutes prohibiting alienation of title.

SECTION 21.

NOTICES

Notices, approvals, consents and other communications required or permitted under this Lease Agreement shall be in writing and be deemed effectively served by depositing in the United States certified mail, or express mail, postage prepaid, return receipt requested, and addressed to the Lessor and Lessee at the following addresses:

Lessor: City of Sandusky

City Manager
222 Meigs Street
Sandusky, Ohio 44870

With copies by regular U.S. mail to:

Law Director
City of Sandusky
222 Meigs Street
Sandusky, Ohio 44870

And Finance Director
City of Sandusky
222 Meigs Street
Sandusky, Ohio 44870

Lessee: MV Contract Transportation, Inc.
C/O Daniel Lee
Director Contracts Administration
2024 College Street
Elk Horn, IA 51531

Either party may change its notice address by giving notice to the other in the foregoing manner.

SECTION 22.

COVENANTS TO RUN WITH THE LEASED PREMISES

The covenants contained in this Lease shall run with the Leased Premises, and shall bind the heirs, executors, administrators, assigns, and successors of Lessor and Lessee respectively. Consent of Lessor to assignment, and acceptance of rent from assignee of Lessee shall not release Lessee from the obligation to pay rent and comply with the other conditions of this Lease.

SECTION 23.

ENTIRE AGREEMENT

This Lease Agreement contains the entire agreement between the parties, and no modification of this Lease Agreement shall be binding upon the parties unless

evidenced by an Agreement in writing signed by Lessor and Lessee after the date of this Lease Agreement.

SECTION 24.

SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Lease Agreement shall not render the other provisions invalid, illegal, or unenforceable.

SECTION 25.

CAPTIONS

The captions of this Lease Agreement are for convenience only and are not a part of this Lease Agreement and shall have no effect on the construction or interpretation of this Lease Agreement.

SECTION 26.

CHOICE OF LAW

This Lease Agreement shall be construed and interpreted in accordance with the laws of the State of Ohio.

SECTION 27.

APPROVAL BY CITY COMMISSION

This Lease Agreement is not effective until it is approved by Ordinance by Lessor's City Commission.

SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this agreement,
all as of the date hereinbefore written.

WITNESSES:

**LESSEE: MV CONTRACT
TRANSPORTATION, INC.**

Brad Cornelsen, CFO

STATE OF CALIFORNIA)
) ss:
SOLANO COUNTY)

On this _____ day of _____, 2012, before me, a Notary Public in
and for said County and State, personally appeared _____
_____, MV Contract Transportation, Inc., and acknowledged his execution of the
foregoing instrument and by its authority and that the same is his voluntary act and
deed on behalf of MV Contract Transportation, Inc.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed by
official seal on the day and year aforesaid.

Notary Public
My Commission Expires: _____

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this agreement, all as of the date hereinbefore written.

WITNESSES:

LESSOR: CITY OF SANDUSKY

NICOLE C. ARD

CITY MANAGER

STATE OF OHIO)
) ss:
ERIE COUNTY)

On this _____ day of _____, 2012, before me, a Notary Public in and for said County and State, personally appeared Nicole C. Ard, City Manager of the City of Sandusky, Ohio, and acknowledged his execution of the foregoing instrument as said officer of said City on behalf of said City and by its authority and that the same is his voluntary act and deed as said officer on behalf of said City and the voluntary act and deed of said City.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed by official seal on the day and year aforesaid.

Notary Public
My Commission Expires: _____

Approved as to Form:

Donald C. Icsman
Ohio Supreme Court #0021435
Law Director, City of Sandusky



DEPARTMENT OF PLANNING, ENGINEERING & DEVELOPMENT

TODD J ROTH, P.E., P.S.

222 Meigs Street
Sandusky, Ohio 44870
Phone 419/627-5829
Fax 419/627-5933
troth@ci.sandusky.oh.us

To: Nicole Ard, City Manager
From: Todd J Roth, P.E., P.S.
Date: January 11, 2012
Subject: Commission Agenda Item

ITEM FOR CONSIDERATION: An ordinance awarding a contract to Underwater Marine Contractors, Inc., Cleveland, Ohio for the emergency repair of the expansion joints on the influent and effluent chambers of the pre-sedimentation basins at Big Island Water Works (BIWW). The work will include installation of bulkheads. These bulkheads must be built in the effluent channel in order to hold back the water from one side of the expansion joints so that the basins can be repaired.

The pre-sedimentation basins were built in 1978. During the summer of 2011, plant maintenance workers noticed that areas around the basins were constantly wet and the masonry veneer was showing signs of deterioration. An investigation was made and it was determined that the expansion joints between the basin walls and the influent and effluent channels were leaking during high flow periods and must be repaired. In order to repair the basins, the influent and effluent channels either needed to be de-watered or a bulkhead installed. The time needed to de-water the chambers would have shut down the plant for too long; therefore the decision was made to use divers to install the bulkheads.

The City Commission was notified at the December 27, 2011, meeting of this emergency work since the pre-sedimentation basins can only be taken out of service from November to May 1st and rehabilitation work schedule will take 15 weeks for each basin, therefore work has already begun. Underwater Marine Contractors are professional, certified trained divers who have been used for several projects at BIWW with great success.

BUDGETARY INFORMATION: The cost for this work is \$28,270.00 and will be paid with Water Funds.

ACTION REQUESTED: It is recommended that an Ordinance awarding a contract to Underwater Marine Contractors, Inc., Cleveland, Ohio in the amount of \$28,270.00 be approved. It is requested that the legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to pay invoices already received and allow the emergency work to continue so that it can be completed prior to the May 1st deadline.

I concur with this recommendation:

Nicole Ard
City Manager

cc: Donald Icsman, Law Director
Hank Solowiej, Finance Director
Kelly Kresser, City Commission Clerk

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE EMERGENCY REPAIR WORK AT THE BIG ISLAND WATER WORKS (BIWW), RATIFYING THE AWARD OF THE CONTRACT TO UNDERWATER MARINE CONTRACTORS, INC., OF CLEVELAND, OHIO, AND AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE THE CONTRACT IN RELATION THERETO; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, an emergency issue developed in the pre-sedimentation basins at the Big Island Water Works (BIWW) and after investigation it was determined that the expansion joints between the basin walls and the influent and effluent channels were leaking during high flow periods and had to be repaired and in order for the basins to be repaired it was necessary to build bulkheads in the effluent channel to hold back the water from the expansion joints and; and

WHEREAS, this City Commission was notified at their regularly scheduled meeting on December 27, 2011, of the emergency nature of the work as the pre-sedimentation basins can only be taken out of service from November to May 1st and rehabilitation work will take 15 weeks for each basin; and

WHEREAS, pursuant to the Ohio Revised Code the emergency nature of the repair work at the Big Island Water Works (BIWW) obviates the necessity to comply with formal competitive bidding and advertising and therefore Underwater Marine Contractors, Inc. began working on the bulkheads as they are professional, certified trained divers who have been used for several projects at Big Island Water Works (BIWW) in the past with great success; and

WHEREAS, authorization and ratification is being requested in companion legislation to award a contract to Kirk Bros. Co., Inc. for the repair of the expansion joints; and

WHEREAS, the cost for the bulkhead work by Marine Contractors, Inc. is \$28,270.00 and will be paid with Water Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to make payment for services already provided and allow the emergency work to continue so the work can be completed prior to the May 1, 2012, deadline; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Department of Planning, Engineering and Development 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 confirms the finding of a real and present emergency regarding repair work at the Big Island Water Works (BIWW) obviating the necessity to comply with formal competitive bidding as authorized by the Ohio Revised Code, ratifies the award of the contract to Underwater Marine Contractors, Inc., of Cleveland, Ohio, and authorizes the City Manager to execute the contract with

Underwater Marine Contractors, Inc., of Cleveland, Ohio, at an amount not to exceed Twenty Eight Thousand Two Hundred Seventy and 00/100 Dollars (\$28,270.00).

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.

JOHN F. HAMILTON
PRESIDENT OF THE CITY COMMISSION

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

Passed: January 23, 2012



DEPARTMENT OF PLANNING, ENGINEERING & DEVELOPMENT

TODD J ROTH, P.E., P.S.

222 Meigs Street
Sandusky, Ohio 44870
Phone 419/627-5829
Fax 419/627-5933
troth@ci.sandusky.oh.us

To: Nicole Ard, City Manager
From: Todd J Roth, P.E., P.S.
Date: January 11, 2012
Subject: Commission Agenda Item

ITEM FOR CONSIDERATION: An ordinance awarding a contract to Kirk Bros. Co., Inc., Alvada, Ohio for the emergency repair of the expansion joints on the influent and effluent chambers of the pre-sedimentation basins at Big Island Water Works.

The pre-sedimentation basins were built in 1978. During the summer of 2011, plant maintenance workers noticed that areas around the basins were constantly wet and the masonry veneer was showing signs of deterioration. An investigation was made and it was determined that the expansion joints between the basin walls and the influent and effluent channels were leaking during high flow periods and must be repaired.

The City Commission was notified at the December 27, 2011, meeting of this emergency work since the pre-sedimentation basins can only be taken out of service from November to May 1st and rehabilitation work will take 15 weeks for each basin, therefore work has already begun. Kirk Bros. Co., Inc. is the general contractor responsible for the ongoing Big Island Water Works Chemical Improvement Project and they are already on-site and familiar with the project.

BUDGETARY INFORMATION: The cost for this work is \$19,548.54 and will be paid with Water Funds.

ACTION REQUESTED: It is recommended that an Ordinance awarding a contract to Kirk Bros. Co., Inc., Alvada, Ohio in the amount of \$19,548.54 be approved. It is requested that the legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to allow the emergency work to continue so that it can be completed prior to the May 1st deadline.

I concur with this recommendation:

Nicole Ard
City Manager

cc: Donald Icsman, Law Director
Hank Solowiej, Finance Director
Kelly Kresser, City Commission Clerk

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE EMERGENCY REPAIR WORK AT THE BIG ISLAND WATER WORKS (BIWW), RATIFYING THE AWARD OF THE CONTRACT TO KIRK BROS. CO., INC., OF ALVADA, OHIO, AND AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE THE CONTRACT IN RELATION THERETO; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, an emergency issue developed in the pre-sedimentation basins at the Big Island Water Works (BIWW) and after investigation it was determined that the expansion joints between the basin walls and the influent and effluent channels were leaking during high flow periods and had to be repaired and in order for the basins to be repaired it was necessary to build bulkheads in the effluent channel to hold back the water from the expansion joints and; and

WHEREAS, this City Commission was notified at their regularly scheduled meeting on December 27, 2011, of the emergency nature of the work as the pre-sedimentation basins can only be taken out of service from November to May 1st and rehabilitation work will take 15 weeks for each basin; and

WHEREAS, pursuant to the Ohio Revised Code the emergency nature of the repair work at the Big Island Water Works (BIWW) obviates the necessity to comply with formal competitive bidding and advertising and therefore Kirk Bros. Co., Inc. began working on the repair as they are the general contractor responsible for the on-going Big Island Water Works Chemical Improvement Project and were already on-site and familiar with the project; and

WHEREAS, authorization and ratification is being requested in companion legislation to award a contract to Underwater Marine Contractors, Inc., of Cleveland, Ohio, for the installation of the bulkheads; and

WHEREAS, the cost for the repair work by Kirk Bros. Co., Inc. is \$19,548.54 and will be paid with Water Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to allow the emergency work to continue so the work can be completed prior to the May 1, 2012, deadline; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Department of Planning, Engineering and Development 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 confirms the finding of a real and present emergency regarding repair work at the Big Island Water Works (BIWW) obviating the necessity to comply with formal competitive bidding as authorized by the Ohio Revised Code, ratifies the award of the contract to Kirk Bros. Co., Inc., of Alvada, Ohio, and authorizes the City Manager to execute the contract with Kirk Bros. Co., of Alvada,

Ohio, at an amount not to exceed Nineteen Thousand Five Hundred Forty Eight and 54/100 Dollars (\$19,548.54).

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.

JOHN F. HAMILTON
PRESIDENT OF THE CITY COMMISSION

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

Passed: January 23, 2012



DEPARTMENT OF PLANNING, ENGINEERING & DEVELOPMENT

TODD J ROTH, P.E., P.S.

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

troth@ci.sandusky.oh.us

To: Nicole C. Ard, City Manager
From: Todd J Roth, Director
Date: January 11, 2012
Subject: Commission Agenda Item

ITEM FOR CONSIDERATION: Change Order No. 1 and final for the Eastside and Westside Interceptor Cleaning Project. The added work has been performed by C & K Industrial Services, Inc. of Cleveland, Ohio. This Change Order includes four (4) item changes that are recommended for approval by the Project Manager, Jones & Henry Engineers, Ltd. City Staff concurs with the recommended approval.

Item 1 – sonar 54 inch treatment plant line	add \$2,900.00
Item 2 – change notice to proceed date	-0-
Item 3 – change in time of completion	-0-
Item 4 - excessive and unforeseen debris removal	add \$26,544.54
Total	add \$29,444.54

The City requested that 154 lineal feet of the 54 inch sewer at the wastewater treatment plant be cleaned. This work was outside of the scope of the original contract. It was determined that the best way to inspect this was by sonar which would determine the actual amount of debris in the sewer in order to determine what efforts were required to clean this section of sewer.

The contractor is requesting a revision of the Notice to Proceed date from March 24, 2011, to June 7, 2011, since the project was delayed while the City was trying to obtain verification of grant funding. The contractor is also requesting an extension of the contract date by 105 days, from 70 days to 175 consecutive days, due to the excessive amount of debris being removed from the interceptors. This changes the completion date from June 2, 2011, to November 30, 2011.

The contractor is claiming excessive and unforeseen amounts of debris removal during the project which could not be anticipated. In addition to the amount of material removed, they have also removed core drill blanks from previous lateral installations, large stainless steel baffles as well as unusual items such as steel truck rims filled with cement.

Attached is the response from Jones & Henry for your review with explanation and recommendation of payment.

BUDGETARY INFORMATION: Change Order No. 1 and final will increase the contract with C & K Industrial Services, Inc. by \$29,444.54. The revised contract amount is \$328,999.54 and will be paid with Sewer Funds.

ACTION REQUESTED: It is requested that the Eastside and Westside Interceptor Cleaning Project Change Order No. 1 and, for four (4) item changes to be performed by C & K Industrial Services, Inc.,

Cleveland, Ohio, be approved in full accordance with Section 14 of the City Charter in order to allow the project to be closed out.

I concur with this recommendation:

Nicole C. Ard, City Manager

cc: Donald C. Icsman, Law Director
Kelly Kresser, Clerk of City Commission
Hank Solowiej, Finance Director



Jones & Henry Engineers, Ltd.

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

November 15, 2011

Todd J. Roth, P.E., P.S.
Director of Engineering Services
Department of Planning, Engineering, and Development
Division of Engineering
222 Meigs Street
Sandusky, Ohio 44870

Subject: City of Sandusky, Ohio
Eastside and Westside Interceptor Cleaning Project
Project Change Order No. 2
026-6446.001

Dear Mr. Roth:

- Attached, is a claim for the amount of \$26,544.54 submitted by C&K Industrial Services, Inc. The claim is a result of substantial debris and the removal of various unforeseen materials as a result of the cleaning operations (see attached).
- An initial claim was submitted September 27, 2011 by C&K Industrial Services. Jones & Henry (J&H) reviewed the claim and the calculations provided in the claim letter. This claim was rejected by J&H on October 11, 2011 (both are attached).
- On October 21, 2011, C&K responded to our claim rejection refuting our response (see attached).

In January of 2010, J&H submitted a proposal for engineering services to assist in preparing documents to clean and inspect the East and West Side Interceptors (proposal is attached). After review of the information provided and initial field investigations, it was very difficult to verify that the interceptors were 30 to 70 percent full, based on liquid levels observed with a pole camera as previously reported prior to the submittal of our proposal. If the sewers were 50 percent full of debris, our cleaning estimate was approximately calculated to be \$1.4 million; if 25 percent full, the estimate was in the \$900,000 range.

At this same time, the City was confirming the use of a grant to fund this project; however, no grant dollars were available at that time. J&H approached the City with the idea of sonar inspection to get an actual measurement on the amount of grit/debris in the interceptors. The cost of sonar was approximately \$5.00 per lineal feet at 18,100 lineal feet. The estimate to do sonar CCTV was \$90,500. The City could not justify the cost of the sonar CCTV inspection, especially considering they did not have the grant funds in hand.

In order to give contractors a better idea of what was in the interceptor, the City and J&H spent a day opening approximately half of the manholes and measuring the grit levels and liquid depths at manholes only. The levels varied from manhole to manhole, inferring there may have been blockages or built up debris between the structures.



Jones & Henry Engineers, Ltd.

Todd J. Roth, P.E., P.S.

026-6446.001

November 15, 2011

Page 2

Based on discussions with the City, the estimate for this project was set at \$948,000. Also, in an effort to reduce the unknown and eliminate bypass pumping costs, it was decided to allow sonar CCTV inspection of the cleaned interceptors.

J&H acknowledges the risk and difficulty in estimating the amount of debris in an interceptor. The avenues suggested to obtain accurate information (at \$90,500 for the sonar CCTV) were unaffordable at the time.

The Contractor has diligently continued to clean the interceptor throughout this negotiation period and has since completed their work. There doesn't appear to be any significant structural damage to the interceptors. J&H will review the CCTV transcripts and provide our recommendations. Considering the calculations provided by J&H's letter of October 11, 2011, the expected debris removed averaged 500 tons. The fact that the Contractor has removed over 622 tons, it is reasonable to agree that over 125 tons, more than reasonably expected, were removed from the sewers.

Additionally, C&K encountered several obstacles within the sewer which stopped operations and required additional efforts to remove. We estimate those efforts at \$10,000 based on 3 to 5 days of lost production.

Originally, C&K estimated their cost per ton with 15 percent markup at \$350 per ton, in their September 27, 2011 letter. Based upon 125 additional tons and \$16,544.54, this cost has been reduced to approximately \$132 per ton, and we feel this reasonably reflects their efforts.

Therefore, J&H would recommend approval of this change order for \$26,544.54.

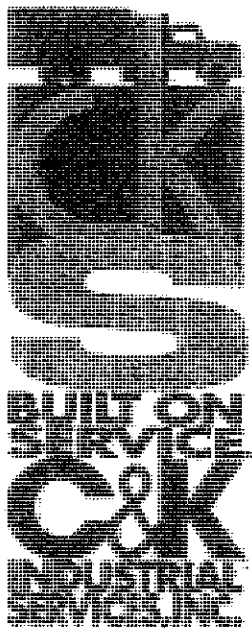
Sincerely,

JONES & HENRY ENGINEERS, LTD.

Daniel W. Miller, P.E.

Director of Wastewater

DWM/rmb



Mike Karafa
Jones & Henry Engineers, LTD.
3103 Executive Parkway, Suite 300
Toledo, OH 43606

November 10th, 2011

RE: Eastside and Westside Interceptors Cleaning Project

To Whom It May Concern:

After reviewing our documentation for the above-referenced project, C&K has concluded that the amount and the nature of the debris removed from the interceptor branches for this project warrants a modification to the contract amount in the form of a change order.

C&K has encountered substantial debris throughout cleaning operations, with a projected 620 tons of material removed at project completion. In addition to the amount of material, C&K has also encountered various unusual materials that could not have been anticipated, either in the design or the execution of this contract. C&K has removed core-drill blanks from previous lateral installations, large stainless steel baffles, as well as unusual items such as steel truck rims filled with cement.

C&K estimates that these factors have resulted in an additional 2 months of work. C&K's labor and disposal costs for this time total \$53,089.07. However, C&K is only asking for a change order for 1/2 that cost in the amount of \$26,544.54. Note that this amount includes no markup for profit, and is only meant to cover part of C&K's actual costs for the removal of this unanticipated material.

C&K appreciates your consideration in this matter and looks forward to completing our work on this project. If you have any questions, please contact us at your convenience. Thank you.

Sincerely,


Martin Antos
Project Manager





Jones & Henry Engineers
2000 West Central Ave.
Toledo, Ohio 43606

September 27, 2011

Attn: Mike Karafa

Re: City of Sandusky Interceptor Cleaning Debris Overage

Dear Mr. Karafa,

C&K Industrial Services is requesting additional compensation via change order to the contract for the **Sandusky Eastside and Westside Interceptors Cleaning Project** for the excessive amount of debris being removed from the lines. The original contract documents provided at the time of bid were not representative of the amount of debris to be removed. The original debris depths shown on Appendix A of the contract documents show approximately 157 tons of material to be removed. The pole camera inspection video does not show any debris levels. C&K added an additional 50% to the debris quantities to compensate for unknowns. The total amount of debris C&K anticipated to remove was between 306 and 325 tons of material (worst case scenario). The projected overage after further investigation is 275 tons.

The amount of debris removed has also added a substantial amount of time to the contract completion. The tonnage breakdown from the Erie County Landfill shows that C&K's estimated tonnage to be removed (306-325 tons) was met on September 1st, 2011. That date also represents the anticipated completion date of the contract as shown on our original production schedule. A revised completion date due to the material over runs is projected to be the end of October 2011. This projected contract completion would add 60 additional days to the 70 day contract.

The tracking of the additional compensation can be accomplished in one of two ways. The contract can provide for a time and material using ODOT rates. The equipment C&K utilizes is considered specialized; therefore the rates for our equipment are not listed in the ODOT rate sheets. However, C&K can calculate rates based on what ODOT pays for similar equipment. Using the rates that ODOT pays for similar equipment, labor, and disposal, the additional total comes to approximately \$218,295.20. The other option is to make payment based on a per ton basis over the original C&K estimated quantities (tracked with the weight tickets from the landfill). A per ton price based on C&K's weekly cost with a 15% markup comes to \$350.00 per ton. This calculation would only add a projected \$96,250.00 to the contract. Please see the attached documents for more specific information.

C&K acknowledges the difficulty of this project since it is the first ever of this kind to be potentially completed in the City of Sandusky. Anticipated debris quantities, production rates, and condition of the interceptor were all unknown. C&K feels that it has performed diligently and has met or exceeded expectations from the beginning of this project. Thank you for the opportunity to present this request. C&K appreciates your consideration in this matter.

Sincerely,


Martin Antos
Project Manager

JONES & HENRY

SEP 27 2011

TOLEDO





Jones & Henry Engineers, Ltd.

3103 EXECUTIVE PARKWAY, SUITE 300, TOLEDO, OHIO 43606 • 419/473-9611

www.jheng.com

Fax • 419/473-8924

October 11, 2011

Mr. Martin Antos
C&K Industrial Services, Inc.
5617 Schaaf Road
Cleveland, Ohio 44131

Subject: City of Sandusky, Ohio
Eastside and Westside Interceptors Cleaning
Project 2010
Change Order Request – Debris Removal Claim
026-6446.001

Dear Mr. Antos:

We are in receipt of your change order request for the Sandusky Eastside and Westside Interceptors Cleaning Project. The claim is in reference to the amount of debris being removed from the sewer being greater than your estimated amount. Per your letter dated 9/27/11, you estimated 306 to 325 tons of debris and now anticipate removing 581 to 600 tons total. The letter states the contract drawings indicate a tonnage to be removed. The drawings only indicate observed grit and liquid depths at 23 specific manholes on a given day and plant flow.

Your estimate of grit volumes during bidding develops lower volumes than our minimum debris estimates. Your estimate assumed the depth of grit to be zero for every manhole where no data was provided. The estimate also assumed there was only grit in a run if it was found in the downstream manhole of that run. We feel these assumptions are incorrect and have no basis for use.

Our attached spreadsheets detail three options to estimate the amount of debris in the interceptors. The first option, used all shown minimum depth values and averaged the amount of debris between these points. The calculations were performed for both the upstream and downstream manholes. This method calculated 267 tons of debris. The second option, utilized the same method using the known maximum depth values and arrived at 401 tons. The average is 334 tons. The third option, calculated a simple average depth based on the number of manholes recorded (23) and the total inches recorded (74) for a 3.2 inches average. The average was 326 tons.

Applying your 50% factor for unknowns, the debris values for the three options are as follows:

Option 1:	$267 \times 1.5 = 400$ tons	- Average 500 tons
Option 2:	$401 \times 1.5 = 601$ tons	
Option 3:	$326 \times 1.5 = 489$ tons	



Jones & Henry Engineers, Ltd.

Mr. Martin Antos

026-6446.001

October 11, 2011

Page 2

Values of grit and liquid depths were identified in 23 of the 49 manholes within the sewer length to be cleaned under the contract.

Applying 50 percent for unknowns seems to be an underestimation when half (23 of the 49) the manholes along the project route were identified with grit depths, and the liquid level depths shown on the drawings vary greatly indicating possible additional grit accumulation between identified and unidentified manholes.

At this time, we feel C&K utilized an incorrect approach to calculate the volumes of debris to be removed and therefore, the claim is denied.

Sincerely,

JONES & HENRY ENGINEERS, LTD.

A handwritten signature in cursive script, appearing to read 'Daniel W. Miller', is written over the typed name.

Daniel W. Miller, P.E.

Director of Wastewater

DWM/rmb

c: Todd J. Roth, P.E., P.S.



October 21, 2011

Mr. Daniel W. Miller
Jones & Henry Engineers, Ltd.
3103 Executive Parkway, Suite 300
Toledo, Ohio 43606

RE: City of Sandusky, Eastside and Westside Interceptor Cleaning Project 2010, Change Order Request

Dear Mr. Miller,

C&K has received Jones and Henry's letter denying our Change Order Request. While C&K acknowledges that Jones and Henry may disagree with our specific calculations to estimate the debris quantities for the interceptors, C&K also notes that even Jones and Henry's calculations underestimate the amount of debris actually present in the interceptor branches.

C&K understands the thought process that went into each of your estimation methods. However, the resulting figures are inflated as Jones and Henry is applying C&K's "50% for unknown" factor to all the lines in addition to applying your own methodology for calculating this unknown quantity. C&K applied this to account for the lack of depth measurements for the lines. Your approaches also do this, but then apply C&K's method as well. Taking this into account, the first of your three options actually delivers a *lower* estimate than C&K's own internal method. The third option delivers a number that is nearly identical to C&K's own. The true average of your figures is 331 tons of debris; a number that is very close to C&K's own estimation.

C&K acknowledges that there is inherent difficulty in estimating subsurface conditions, but was nonetheless led to believe in our Progress Meeting on September 26th, 2011 that all parties were in agreement that the actual tonnage of debris encountered had exceeded *all* estimates. C&K feels that it has a legitimate claim to additional compensation. C&K has always approached its projects with a spirit of cooperation and compromise, and believes that this project should be no different.



(page 2)

Given that the project is nearly complete, C&K feels that this matter should be resolved as quickly as possible in order to prevent any dispute from affecting the completion date of the project.

Sincerely,



Martin Antos
Project Manager

CC: Tod Roth, P.E., P.S.
Mike Karafa, Associate Project Manager
Scott Dean, Regional Manager
Paul Harrison, Municipal Services Manager
Chris Hooley, Contract Administrator





Jones & Henry Engineers, Ltd.

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

November 1, 2011

Todd J. Roth, P.E., P.S.
Director of Engineering Services
Department of Planning, Engineering, and Development
Division of Engineering
222 Meigs Street
Sandusky, Ohio 44870

Subject: City of Sandusky, Ohio
Eastside and Westside Interceptor Cleaning Project
Project Change Order No. 1
026-6446.001

Dear Mr. Roth:

Attached is a request for Change Order No. 1 to the Eastside and Westside Interceptors Cleaning Project.

Item one was a request made by the plant. The plant was experiencing some head loss between the primary tank and the GMT tank and along with the configuration of the 54-inch sewer. Their thought was that there was debris in the sewer. The best option to inspect this was by Sonar.

Item two is a request from the contractor asking for the notice to proceed date to be moved from March 24 to June 7, 2011. This was due to the fact that the City was trying to obtain the grant to fund this project. This delay caused the notice to proceed date to be moved.

Item three is also a request from the contractor for an extension of the contract date by one hundred five days due to the excessive amount of debris being removed from the interceptors.

Jones & Henry Engineers recommends approval of Change Order No. 1.

Should you have any questions please don't hesitate to call me.

Sincerely,

JONES & HENRY ENGINEERS, LTD.

Michael L. Karafa, Associate
Project Manager

MLK/tct



City of Sandusky, Ohio

Eastside and Westside Interceptor Cleaning Project

Change Order No. 1

Item 1	Sonar 54-Inch Treatment Plant Line	\$ 2,900.00
---------------	---	--------------------

This item includes sonar inspection of the 54-inch sewer at the wastewater treatment plant. The City of Sandusky requested that 154 lineal feet of the 54-inch sewer be cleaned. The window for cleaning this section of sewer is limited. C&K Industrial provided this quote (attached) to determine the actual amount of debris in the sewer, in order to determine what efforts will be required to clean this section of sewer.

Item 2	Change Notice To Proceed Date	\$ 0.00
---------------	--------------------------------------	----------------

This item includes revising the Notice to Proceed date from March 24, 2011 to June 7, 2011.

Item 3	Change in Time of Completion	\$ 0.00
---------------	-------------------------------------	----------------

This item includes extending the Time of Completion by 105 days from 70 to 175 consecutive days. (Request attached)

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO APPROVE THE FIRST & FINAL CHANGE ORDER FOR WORK PERFORMED FOR THE EASTSIDE AND WESTSIDE INTERCEPTORS CLEANING PROJECT IN THE AMOUNT OF \$29,444.54 TO BE PAID TO C&K INDUSTRIAL SERVICES, INC., OF CLEVELAND, OHIO; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City Commission declared the necessity to proceed with the proposed Eastside and Westside Interceptors Cleaning Project by Resolution No. 034-10R, passed on September 27, 2010; and

WHEREAS, this City Commission previously authorized a contract to C&K Industrial Services, Inc., of Cleveland, Ohio, for the Eastside and Westside Interceptors Cleaning Project by Ordinance No. 11-016, passed on February 28, 2011; and

WHEREAS, this First & Final Change Order provides for four (4) item changes that include sonar inspection of 54" sewer line, changes to notice to proceed date and time of completion date and for the removal of various unforeseen materials as a result of the cleaning operation and these changes are recommended for approval by the Project Manager, Jones & Henry Engineers, Ltd. with Staff concurring with the recommendation and the items are listed as follows:

1. Sonar 54 Inch Treatment Plant Line	ADD	\$2,900.00
2. Change Notice to Proceed Date (from March 24, 2011 to June 7, 2011)		\$0.00
3. Change In Time of Completion (extending from 70 days to 175 days / from June 2, 2011 to November 30, 2011)		\$0.00
4. Excessive and Unforeseen Debris Removal	ADD	\$26,544.54
	TOTAL	<u>\$29,444.54</u>

WHEREAS, the current contract with C&K Industrial Services, Inc., is \$299,555.00 and with the addition of this First & Final Change Order in the amount of \$29,444.54, the final contract cost is \$328,999.54, and will be paid with Sewer Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order for the completed project to be closed out; and

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

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

Section 1. The City Manager is hereby authorized and directed to approve this

First & Final Change Order for work performed for the Eastside and Westside Interceptors Cleaning Project in an amount not to exceed Twenty Nine Thousand Four

Hundred Forty Four and 54/100 Dollars (\$29,444.54), resulting in the final contract cost of Three Hundred Twenty Eight Thousand Nine Hundred Ninety Nine and 54/100 Dollars (\$328,999.54) with C&K Industrial Services, Inc., of Cleveland, Ohio.

Section 2. This City Commission hereby approves the change of the Notice to Proceed date from March 24, 2011, to June 7, 2011, and to extend the Time of Completion from 70 days to 175 days (from June 2, 2011, to November 30, 2011).

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.

JOHN F. HAMILTON
PRESIDENT OF THE CITY COMMISSION

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

Passed: January 23, 2012



DEPARTMENT OF PLANNING, ENGINEERING & DEVELOPMENT

TODD J ROTH, P.E., P.S.

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

troth@ci.sandusky.oh.us

To: Nicole C. Ard, City Manager
From: Todd J Roth, Director
Date: January 11, 2012
Subject: Commission Agenda Item

ITEM FOR CONSIDERATION: Resolution of Necessity for the Lions Park Concrete Removal Project. During Phase I of the Lions Park Project, concrete was removed from the shoreline and temporarily placed within the existing parking lot for use or removal at a later date. The concrete needs to be crushed in order to be used by the Street, Water & Sewer Departments. The concrete will be crushed to create material used for pipe bedding and backfill.

BUDGETARY INFORMATION: The total estimated project cost including engineering, inspection, advertising and miscellaneous expenses is estimated to be \$30,000.00. The City is responsible for the entire project cost and it will be paid for with Sewer funds in the amount of \$10,000, Water funds in the amount of \$10,000 and Street Funds in the amount of \$10,000.

ACTION REQUESTED: It is recommended that the proposed Lions Park Concrete Removal Project be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to bid the project, receive competitive prices and complete the project prior to the beginning of the summer season.

I concur with this recommendation:

Nicole C. Ard
City Manager

cc: Donald C. Icsman, Law Director
Hank Solowiej, Finance Director
Kelly Kresser, Commission Clerk

RESOLUTION NO. _____

A RESOLUTION DECLARING THE NECESSITY FOR THE CITY OF SANDUSKY, OHIO, TO PROCEED WITH THE LIONS PARK CONCRETE REMOVAL PROJECT, 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, the proposed Lions Park Concrete Removal Project involves the crushing of concrete that was removed from the shoreline during Phase I of the Lions Park Project and temporarily placed within the existing parking lot and will be used by the Street, Water and Sewer Departments to create material used for pipe bedding and backfill; and

WHEREAS, the total estimated cost for this project including engineering, inspection, advertising and miscellaneous expenses is \$30,000.00 of which \$10,000.00 will be paid with Sewer Funds, \$10,000.00 will be paid with Water Funds, and the remaining \$10,000.00 will be paid with Street Funds; and

WHEREAS, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to obtain competitive bids, award a contract and complete the project prior to the beginning of the summer season; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Department of Planning, Engineering and Development 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 City's Director of Planning, Engineering and Development and submitted to this City Commission, and which are now on file with the Clerk of the City Commission, and the office of the Department of Planning, Engineering, and Development for the Lions Park Concrete Removal Project, be and the same are hereby approved by this City Commission.

Section 2. This City Commission hereby declares it necessary to proceed with the Lions Park Concrete Removal Project at the earliest possible time.

Section 3. The City Manager is authorized and directed to advertise for and to receive bids in relation to the Lions Park Concrete Removal Project as required by law.

Section 4. If any section, phrase, sentence, or portion of this Resolution is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such

holding shall not affect the validity of the remaining portions thereof.

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

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

JOHN F. HAMILTON
PRESIDENT OF THE CITY COMMISSION

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

Passed: January 23, 2011



DEPARTMENT OF PLANNING, ENGINEERING & DEVELOPMENT

TODD J ROTH, P.E., P.S.

222 Meigs Street
Sandusky, Ohio 44870
Phone 419/627-5829
Fax 419/627-5933
troth@ci.sandusky.oh.us

To: Nicole Ard, City Manager
From: Todd J Roth, P.E., P.S.
Date: January 10, 2012
Subject: Commission Agenda Item

ITEM FOR CONSIDERATION: An ordinance awarding a contract to Wilkes & Co., Inc., Huron, Ohio for the Big Island Water Works (BIWW) HVAC Repair Project. This project involves the removal and replacement of three rooftop air-conditioning units and the repair of one rooftop air-conditioning unit. These units were damaged during a hail storm and a claim was submitted to the City's insurance carrier.

The following two (2) bids were received and opened on December 29, 2011:

		Bid Amount	Local Preference-bid evaluation 3%
Wilkes & Co., Inc.	Huron, Ohio	\$36,600.00	
Hohler Furnace & Sheet Metal	Sandusky, Ohio	\$41,154.00	\$39,919.38

The local preference Ordinance which was included in the bid documents was applied. Local preference is not applied to businesses outside the City limits when competing against a bidder whose principal place of business is located within the City limits. Wilkes & Co., Inc. was determined to be the lowest and best bid.

BUDGETARY INFORMATION: The project cost based on bids, including advertising is \$36,760.60. A check has been received from the City's insurance carrier and the project will be paid entirely out of those proceeds.

ACTION REQUESTED: It is recommended that an Ordinance awarding a contract to Wilkes & Co., Inc. of Huron, Ohio for the Big Island Water Works (BIWW) HVAC Repair Project in the amount of \$36,600.00 be approved. It is requested that the legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter thereby allowing the contractor sufficient time to complete this project by the April 30, 2012 completion deadline.

I concur with this recommendation:

Nicole Ard
City Manager

cc: Donald Icsman, Law Director
Hank Solowiej, Finance Director

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH WILKES & CO., INC. OF HURON, OHIO, FOR THE BIG ISLAND WATER WORKS (BIWW) HVAC REPAIR PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City Commission declared the necessity to proceed with the proposed Big Island Water Works (BIWW) HVAC Repair Project by Resolution No. 030-11R, passed on August 22, 2011; and

WHEREAS, the Big Island Water Works (BIWW) HVAC Repair Project involves the removal and replacement of three (3) rooftop air-conditioning units and the repair of one (1) rooftop air-conditioning unit that were damaged during a hail storm and a claim was filed with the City's insurance carrier and approved by the adjuster; and

WHEREAS, upon public competitive bidding as required by law two (2) appropriate bids were received and the bid from Wilkes & Co., Inc. of Huron, Ohio, was determined to be the lowest and best bid; and

WHEREAS, the project cost based on bids, including advertising is \$36,760.60 and will be paid with funds received from the City's insurance carrier; 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 contractor sufficient time to complete this project by the April 30, 2012, completion deadline; and

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

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

Section 1. The City Manager is authorized and directed to enter into a contract with Wilkes & Co. Inc., of Huron, Ohio, for the Big Island Water Works (BIWW) HVAC Repair Project in an amount **not to exceed** Thirty Six Thousand Six Hundred and 00/100 Dollars (\$36,600.00) consistent with the bid submitted by Wilkes & Co. Inc., of Huron, Ohio, currently on file in the office of the Director of Planning, Engineering and Development.

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.

JOHN F. HAMILTON
PRESIDENT OF THE CITY COMMISSION

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

Passed: January 23, 2012

January 10, 2012

MEMORANDUM

TO: Nicole C. Ard, City Manager
FROM: Paul E. Ricci, Fire Chief
RE: Commission Agenda Item

ITEM FOR CONSIDERATION: Requesting legislation authorizing the City Manager to purchase eight (8) sets of Fire Dex Assault Style Gold PBI Matrix Fire Coats and Fire Pants from Fire Safety Services of Huntsville, Ohio in the amount not to exceed **\$16,528.80**.

BACKGROUND INFORMATION: The need to replace eight (8) sets of firefighting protective clothing has been determined by the Fire Chief. The eight (8) sets of protective clothing that will be replaced are worn out and have exceeded their useful life. It is not cost effective or in some cases possible to make any further repairs to this safety gear. The Labor Agreement requires that the City of Sandusky provides and maintains protective clothing to be utilized by employees in the performance of their job duties. In the past a work group made up of members from all ranks of the Sandusky Fire Department determined that Fire Dex was the most reliable and economical supplier and yet exceeded all National Fire Protection Association (NFPA) technical and safety requirements. This protective clothing is lighter, more durable and provides greater thermal protection than previous protective clothing ensembles. There are no local dealers of Fire Dex Protective Clothing; therefore, Fire Safety Services is the sole provider of Fire Dex in our region.

BUDGETARY INFORMATION: The total amount of this expenditure is **\$16,528.80** for the fire coats and pants. This purchase will be paid with funds from the Fire Departments 2012 proposed operating budget.

ACTION REQUESTED: It is requested that the proper legislation be prepared to purchase eight (8) sets of Fire Dex PBI Assault Turnout Gear at a total cost of **\$16,528.80** from Fire Safety Services of Huntsville, Ohio. It is requested that this legislation take immediate effect in full accordance with section 14 of the City Charter to allow the order to be placed as soon as possible as there will be a 3% price increase in the sets of turnout gear on February 1, 2012.

Approved:

Paul E. Ricci, Fire Chief

I concur with this recommendation:

Nicole C. Ard, City Manager

Cc: Hank Solowiej, Finance Director
Donald C. Icsman, Law Director

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE EIGHT (8) FIRE DEX ASSAULT STYLE PBI MATRIX FIRE COAT AND PANT SETS FOR USE IN THE FIRE DEPARTMENT FROM FIRE SAFETY SERVICES OF HUNTSVILLE, OHIO; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the need to replace eight (8) coat and pants sets of firefighting protective clothing has been determined by the Fire Chief because they are worn out and have exceeded their useful life; and

WHEREAS, the Labor Agreement requires the City of Sandusky to provide and maintain protective clothing to be utilized by employees in the performance of their job duties and a group consisting of members from all ranks of the Sandusky Fire Department had determined in the past that Fire Dex is reliable, economical and exceeds all National Fire Protection Association (NFPA) technical and safety requirements; and

WHEREAS, there are no local Fire Dex dealers and Fire Safety Services is the sole provider of Fire Dex in our region; and

WHEREAS, the total cost to purchase eight (8) Fire Dex Assault Style Gold PBI Matrix Fire Coat and Pant Sets is \$16,528.80 and will be paid with funds from the Fire Department's 2012 proposed operating budget; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to allow the order to be placed as soon as possible as there will be a 3% price increase on turnout gear effective February 1, 2012; and

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

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

Section 1. The City Manager is authorized and directed to purchase eight (8) Fire Dex Assault Style Gold PBI Matrix Fire Coat and Pant sets for use in the Fire Department from Fire Safety Services of Huntsville, Ohio, at an amount not to exceed Sixteen Thousand Five Hundred Twenty Eight and 80/100 Dollars (\$16,528.80).

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.

JOHN F. HAMILTON
PRESIDENT OF THE CITY COMMISSION

ATTEST:

KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: January 23, 2012

January 10, 2012

MEMORANDUM

TO: Nicole C. Ard, City Manager
FROM: James F. Lang, Interim Police Chief
RE: Commission Agenda Item

ITEM FOR CONSIDERATION: Requesting legislation authorizing the City Manager to enter into a three (3) Lease Agreement with Foxborough Commons for the purpose of a Community Oriented Police (COP) Station at 2012 Fox Run Trail Apt. #10 for the Sandusky Police Department for the period of December 1, 2011, through November 30, 2014.

BACKGROUND INFORMATION: The Sandusky Police Department maintained three Community Oriented Police (COP) Stations in the past that provided for better communication with our citizens and a reduction of crime in those areas. The department had a lot of requests from citizens to bring back the Community Oriented Police (COP) Station and in November of 2008 established a community police station on Fox Run Trail. This was a three year lease and the contract is now expired. During the last three years, the police department has held community events, worked with citizens to make a safer place for everyone in doing so reduce crime and better communication in the neighborhood. The department has utilized current staffing to operate the Community Oriented Police (COP) Stations so there will not be a need for overtime.

BUDGETARY INFORMATION: The Community Police Station lease is for one dollar (\$1.00) per year and will come from the Police Department's proposed operating budget.

ACTION REQUESTED: It is requested that the proper legislation be prepared authorizing the City Manager to enter into a Lease Agreement with Foxborough Commons for a Community Oriented Police (COP) Station for the Sandusky Police Department. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter to execute the Lease Agreement as soon as possible as the previous agreement expired on November 30, 2011 and to continue to provide a safer and secure neighborhood for the citizens of this community.

Approved:

I concur with this recommendation:

James F. Lang, Interim Police Chief

Nicole C. Ard, City Manager

Cc: Hank Solowiej, Finance Director
Don Icsman, Law Director

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR LEASE AGREEMENT WITH FOXBOROUGH COMMONS FOR A COMMUNITY ORIENTED POLICE STATION AT 2012 FOX RUN TRAIL, APT. #10, SANDUSKY, OHIO; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, in December of 2008, the Sandusky Police Department established a Community Oriented Police Station at the Foxborough Commons to provide better communication with citizens and reduce crime and the Sandusky Police Department desires to continue this Community Oriented Police Station for the period of December 1, 2011, through November 30, 2014; and

WHEREAS, the cost for the Community Oriented Police station lease is \$1.00 a year and will be paid from the Police Department's proposed 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 allow the Lease Agreement to be fully executed as soon as possible as the previous agreement expired on November 30, 2011, and to continue the Community Oriented Police Station to provide a safer and secure neighborhood for the citizens in the Foxborough Commons area; and

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

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

Section 1. The City Manager is authorized and directed to enter into a three (3) year Lease Agreement with the Foxborough Commons for a Community Oriented Police Station at 2012 Fox Run Trail Apt. #10, Sandusky, Ohio, for the period of December 1, 2011, through November 30, 2014, substantially in the same form as Exhibit "1", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Ordinance.

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.

JOHN F. HAMILTON
PRESIDENT OF THE CITY COMMISSION

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

Passed: January 23, 2012

LEASE AGREEMENT

This Lease entered into on the ___ day of _____, 2012, between Foxborough Commons, 117 East Washington Row, Sandusky, Ohio, 44870, hereinafter referred to as "Lessor" and the City of Sandusky, (Sandusky Police Department) 222 Meigs Street, Sandusky, Ohio 44870, hereinafter referred to as "Lessee."

In consideration of the mutual covenants of the parties, and other valuable consideration, the parties agree as follows:

Section One: Leased Premises / Term

Lessor leases to Lessee the premises located at 2012 Fox Run Trail, Apartment #10, Sandusky, Ohio. The Lease term shall commence on December 1, 2011, and terminate on November 30, 2014, unless sooner terminated as provided in this Lease. Any hold over occupancy of the premises after the termination date of November 30, 2014, shall be on a month-to-month basis under the same terms and conditions.

Section Two: Rent / Security Deposit

Lessee shall pay to Lessor the sum of \$1.00 per year due upon the signing of this Lease Agreement.

Lessor shall not require a security deposit to be paid by Lessee in order to occupy the premises.

Section Three: Possession / Quiet Enjoyment

Lessee shall enter into possession of the Leased Premises on December 1, 2011, the commencement date of this Lease.

Lessor covenants that, on Lessee's payment of the annual rent and performing the covenants contained in this Lease, Lessee shall peacefully and quietly have, hold, and enjoy the Leased Premises for the Lease term.

Section Four: Use of Premises

Lessee shall occupy and use the premises exclusively as a Community Police Station and related activities and for no other purpose without prior written consent of Lessor, or Lessor's authorized agent.

Section Five: Utilities

Lessor agrees to provide the following utilities and services in conjunction with the Lessee's occupancy of the Premises:

Natural Gas for heat
Electricity
Refuse Hauling
Driveways, Yard, Sidewalks
Sewer and Water

The Lessor shall be responsible for the "average" use of the above-enumerated utilities and services. "Excessive" use of natural gas, electricity or sewer and water shall result in the landlord having the right to terminate the Lease Agreement upon 30 days advance written notification to the Lessee as provided in Section 15 of this Lease Agreement.

Section Six: Waste / Nuisance / Repairs and Maintenance

Lessee shall not allow any waste or nuisance on the Leased Premises, or use or allow the Leased Premises to be used for any unlawful purpose.

Lessee shall maintain the Leased Premises in good repair and condition, normal wear and tear excepted. Lessee shall keep the Leased Premises in a safe, clean, sightly and sanitary condition at all times. Lessee shall dispose of all rubbish and garbage in a safe, clean, sanitary manner and keep and operate all plumbing and electrical fixtures in a proper manner.

Lessee agrees to comply with all local and state laws including all applicable environmental laws concerning hazardous waste.

Section Seven: Inspection / Right of Entry

Lessor shall have the right to enter the Leased Premises to inspect the Premises for damage or needed repairs or improvement, to make necessary repairs or improvements, or to exhibit the premises to prospective Lessees or purchasers. Lessor shall provide Lessee with at least 48 hours advance notice of any such entry, which notice shall state the date, the approximate time, and the purpose of the proposed entry. In cases of emergency wherein Lessor's access to the Premises is necessary by virtue of the emergency, no prior notice to Lessee shall be necessary. During three months prior to the expiration of the Lease term, prospective lessees shall be admitted at all reasonable hours of the day to view the Leased Premises.

Section Eight: Alterations and Improvements

Lessee shall not make, nor cause to be made, any alterations, additions, or improvements to the Leased Premises, nor incur any expenses for these matters, without the prior written consent of Lessor. Lessee shall not enter into any contract or agreement for the construction of alterations, additions, or improvements to, on,

or in the Leased Premises, or any part of the Leased Premises, or for any work to be done or materials to be furnished on or to the Leased Premises, or any part of the Leased Premises, or any part of the Leased Premises, without providing in the contract or agreement that no mechanics' or materialmen's lien shall be created or shall arise against the Leased Premises and/or the building or improvements at any time located on the Leased Premises. All persons furnishing any work, labor, or materials, as well as all other persons whatever, shall be bound by this provision and all, as well as all other persons whatever, shall be bound by this provision and by the notice of it from and after date of this lease. Notice is given that no mechanic's lien, materialmen's lien, or any other encumbrance made by or obtained against Lessee, or Lessee's interest in the Leased Premises, or improvements on the Leased Premises presently is or shall be valid or effective.

Pursuant to the foregoing, Lessee shall not make any contract or agreement, either oral or written, for any labor, services, fixtures, material, or supplies in connection with altering, repairing, or improving any building or improvement on Leased Premises without providing in the contract or agreement that the contractor or contractors waive all right to a mechanics' lien, and waive all right of any subcontractor or subcontractors to mechanics' liens by reason of furnishing any labor, services, and/or material under the contract or contracts, whether written or oral, and that the contractor contracts shall, on execution, be immediately filed in the office or recorder of deeds of Erie County, Ohio and a copy of the contract or contracts mailed to Lessor.

All alterations, changes, and improvements built, constructed, or placed on the Leased Premises by Lessee, with the exception of fixtures removable without damage to the Premises and movable personal property, shall, unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and remain on the Leased Premises at the expiration or earlier termination of this Lease. All fixtures erected in or attached to the Leased Premises by Lessee may be removed by Lessee at the termination of this Lease, provided:

- (a) Lessee shall not then be in default in the performance of any of the provisions of this Lease;
- (b) Removal of the fixture will not permanently injure the Leased Premises; and
- (c) Removal can be made before the expiration of term of this Lease or any extension of it.

Section Nine: Damage to Premises

If during the term of this Lease Agreement and any extension of such term the Leased Premises are so damaged by fire or other casualty as to be rendered untenable in whole or in substantial part, then either the Lessor or Lessee may terminate this Lease Agreement effective the date of such casualty.

Section Ten: Insurance

Lessee shall procure and maintain in force at its expense during the term of this Lease Agreement and any extension of such term, insurance to cover the following:

- (a) General and Law Enforcement Professional Liability with limits of at least \$2,000,000 per occurrence. Lessor will be added as Additional Insured, only regarding claims arising from Lessee's use and occupancy of the Leased Premises unless caused by the sole negligence of the Lessor or Lessor's agents or employees;
- (b) Real Property Legal Liability with limits of at least \$500,000 for damage to the Leased Premises caused by the negligence of the Lessee or Lessee's agents or employees. Lessee shall not be liable for any damage to the Leased Premises or loss of use or reduction in value of the Leased Premises or the building in which the Leased Premises is located unless caused by the negligence of the Lessee or Lessee's agents or employees.

Section Eleven: Default

If Lessee shall default in the payment of rent or in the observance, payment, or performance of any other provisions, terms, or conditions of this lease, or if any conduct of Lessee, or its employees, officials, agents or other's for whom the Lessee is responsible shall be objectionable, in the reasonable determination of Lessor, Lessor may, at its option re-enter and take possession of the Leased Premises and remove from the Premises all persons and property. If Lessor elects to terminate this lease for the above reasons, Lessor agrees to provide Lessee with a minimum of 10 days advance notice of his intentions in writing to:

City of Sandusky
Chief of Police
222 Meigs Street
Sandusky, OH 44870

Section Twelve: Assignment / Sublease

Lessee shall not assign or sublease the Leased Premises, or any right or privilege connected with the Leased Premises, or allow any other person except the agents, employees, officials and representatives of Lessee to occupy the Leased Premises without the prior written consent of Lessor.

Section Thirteen: Rules and Regulations

Lessee agrees to abide by all applicable rules and regulations governing the use and occupancy of the Leased Premises to the extent that it is practicable to do so given the purpose of Lessee's occupancy of the Leased Premises stated in Section Four of this Lease. Lessee agrees that all employees, agents, officials and representatives of Lessee shall observe such rules and regulations. Lessor may amend the rules and regulations in writing by mailing them to Lessee AS PROVIDED IN Section 15 of this Lease Agreement.

The current rules and regulations include the following:

- (a) No pets or animals allowed without the prior written consent of the Landlord;
- (b) No liquid filled furniture allowed without the prior written consent of the Landlord;
- (c) Lessee is authorized to keep two vehicles on the Premises both of which must be operable and validly licensed and registered at all times. Lessee agrees to take responsibility for any visitors of Lessee parking their vehicles only in the designated visitors spaces. Lessees agree not to park on the premises any boats, trailers, utility trailers, motorcycles or recreational vehicles without the Lessor's prior written permission. No repairs to any motor vehicle or other mode of personal transportation is allowed without the prior written permission of the Lessor;
- d. Lessee acknowledges receiving two keys to the Leased Premises at the commencement of the Lease term. Lessee agrees not to change the locks on any door to the Leased Premises (or mailbox) without the prior written permission of Lessor. Lessee agrees to bear the total cost for any change of locks and to provide Lessor with one duplicate key per lock changed at Lessee's expense;
- e. Lessee agrees that on or before the expiration of two weeks from the beginning of the Lease term, white-backed shades and/or drapes shall be installed on all windows and doors by Lessor. No other window coverings (such as sheets, towels, cardboard, plastic bags) shall be allowed without the prior written permission of Lessor for cause due to an emergency or damage due to act of God.

Section Fourteen: Binding Effect

The covenants and conditions contained in this Lease shall apply to and bind the heirs, representatives, successors, and assigns of the parties.

Section Fifteen: Notices

All notices, demands or other writings that this Lease Agreement requires to be given, or which may be given, by either party to the other, shall be deemed to have

been fully given when made in writing and duly served if sent by United States Registered or Certified mail, return receipt requested and addressed as follows:

To Lessor: Foxborough Commons
Robert Waldock
117 East Washington Row
Sandusky, OH 44870

To Lessee: City of Sandusky
Chief of Police
222 Meigs Street
Sandusky, OH 44870

The address to which any notice, demand, or other writing may be given or made or sent to any party as above provided may be changed by written notice given by either party as above provided.

Section Sixteen: Time of the Essence

Time is of the essence of this Lease, and all provisions of this Lease relating to time shall be strictly construed.

Section Seventeen: Severability

If any term or provision of this Lease shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Lease shall not be affected by such an occurrence, and each term and provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law.

Section Eighteen: Entire Agreement

This Lease shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease shall not be binding on either party except to the extent incorporated in this Lease.

Section Nineteen: Modification

Any modification of this Lease or any additional obligation assumed by either party in connection with this Lease shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

Section Twenty: Governing Law

This Lease shall be governed by, construed, and enforced in accordance with the laws of Ohio.

DRAFT

SIGNATURE PAGE TO FOLLOW

SIGNED as of the date first written above.

Signed and Acknowledged in the Presence of:

FOXBOROUGH COMMONS

By: _____

Its: _____

Signed and Acknowledged in the Presence of:

CITY OF SANDUSKY

By: _____

Its: _____

Approved as to form:

Donald C. Icsman
Ohio Supreme Court #0021435
Law Director
City of Sandusky