



**SANDUSKY CITY COMMISSION
REGULAR SESSION AGENDA
JUNE 25, 2018 at 5 p.m.
CITY HALL, 222 MEIGS STREET**

INVOCATION	Wes Poole
PLEDGE OF ALLEGIANCE	
CALL TO ORDER	
ROLL CALL	N. Lloyd, D. Waddington, N. Twine, D. Murray, W. Poole, G. Lockhart & D. Brady
APPROVAL OF MINUTES	June 11, 2018
AUDIENCE PARTICIPATION	
PUBLIC HEARINGS	Hank Solowiej, Finance Director Tax Budget for 2019 Angela Byington, Planning Director Zone Map Amendment - Transient Rental Overlay Area for the Cove District
COMMUNICATIONS	Motion to accept all communications submitted below
CURRENT BUSINESS	

CONSENT AGENDA ITEMS

A. Submitted by Angela Byington, Planning Director

SECOND READING

UPDATE TO SANDUSKY BAY PATHWAY PLAN

[CLICK HERE TO VIEW SBP DOCUMENT](#)

Budgetary Information: There is no budgetary impact to the adoption of this plan.

ORDINANCE NO. _____: It is requested an ordinance be passed approving and adopting the Sandusky Bay Pathway update plan for the City of Sandusky.

B. Submitted by Connie Nicholson, Human Resource Manager

PAYMENT OF ENROLLMENT FEE TO COMPMANAGEMENT FOR WORKERS' COMPENSATION GROUP RETROSPECTIVE RATING PROGRAM

Budgetary Information: The contribution will be distributed to all departments.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager and/or Finance Director to make payment to CompManagement, Inc. for the enrollment fee for the 2019 Workers' Compensation group retrospective rating program; and declaring that this ordinance take immediate effect in accordance with Section 14 of the city charter.

C. Submitted by Aaron Klein, Director of Public Works

PURCHASE & APPLICATION OF CAPE SEAL AND MICRO SURFACING FROM STRAWSER CONSTRUCTION FOR SEALING AND MICRO SURFACING

Budgetary Information: The cost of this project is \$49,973 for materials and application, which will be paid for with capital project funds.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to expend funds for the purchase and application of cape seal and micro surfacing from Strawser Construction, Inc., of Columbus, Ohio, through the State of Ohio Department of Transportation cooperative purchasing program for the 2018 sealing and micro surfacing project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

D. Submitted by Hank Solowiej, Finance Director

ADOPTION AND SUBMISSION OF 2019 TAX BUDGET

Budgetary Information: The tax budget will establish initial funding for 2019.

RESOLUTION NO. _____: It is requested a resolution be passed adopting the tax budget for the City of Sandusky for the calendar year 2019; authorizing the submission of the tax budget to the Erie County Auditor; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the city charter.

E. Submitted by Todd Gibson, Facilities & Properties Supervisor

PERMISSION TO DISPOSE OF VEHICLE

Budgetary Information: Proceeds from the sale of the vehicle will be placed into the city's Issue 8 capital projects fund – vehicles, facilities and equipment.

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

REGULAR AGENDA ITEMS

ITEM #1 - Submitted by Greg Voltz, Assistant Planner
SECOND READING

SPECIAL IMPROVEMENT DISTRICT

Budgetary Information: There is no budgetary impact.

RESOLUTION NO. _____: It is requested a resolution be passed approving the master petition, initial plan for public services and Articles of Incorporation for the creation and governance of the downtown Sandusky Special Improvement District, Inc. under Ohio Revised Code Chapter 1710.

ITEM #2 - Submitted by Angela Byington, Planning Director

ZONE MAP AMENDMENT FOR CREATION OF OVERLAY DISTRICT PERMITTING TRANSIENT RENTALS IN THE COVE DISTRICT

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

ORDINANCE NO. _____: It is requested an ordinance be passed amending the official zone map of the City of Sandusky to establish a transient occupancy overlay district; and declaring that this ordinance shall take effect under suspension of the rules as contained in and in accordance with Section 13 of the city charter.

ITEM #3 - Submitted by Aaron Klein, Director of Public Services

PROFESSIONAL DESIGN SERVICES AGREEMENT WITH ENVIRONMENTAL DESIGN GROUP FOR THE LANDING PARK

Budgetary Information: The total cost of this project is \$2,057,845.73 and will be paid from the capital projects fund. The city intends to finance the professional design services with short-term notes in the upcoming various purpose note renewal this fall.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement for professional design services with Environmental Design Group, LLC, of Akron, Ohio, for the Landing project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #4 - Submitted by Stuart Hamilton, IT Manager

AUTHORIZATION TO ACCEPT BIDS FOR THE CITY-OWNED FIBER EXTENSION PROJECT

Budgetary Information: The estimated cost of the project including advertisement and miscellaneous expenses is \$50,000 to be paid out of the capital projects fund.

RESOLUTION NO. _____: It is requested a resolution be passed declaring the necessity for the city to proceed with the proposed city-owned fiber extension project; and directing the City Manager to advertise for and receive bids in relation thereto; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #5 - Submitted by Stuart Hamilton, IT Manager

AGREEMENT WITH OHIO TELECOM, INC. FOR PROFESSIONAL SERVICES FOR CITY HALL PHYSICAL NETWORK INFRASTRUCTURE

Budgetary Information: The cost of the professional services is \$47,737.68. With the nature of the project and the probability of changes to the building itself prior to completion, it is anticipated additional funds may be necessary to complete the project and therefore a contingency of ten percent (\$4,773.77) has been budgeted for this project. No additional funds will be expended unless approved by the City Commission. The project will be expensed from the capital projects fund.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement with Ohio Telecom, Inc., of Port Clinton, Ohio, for professional services for the City Hall physical network infrastructure project and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #6 - Submitted by Stuart Hamilton, IT Manager

AGREEMENT WITH JOHNSON CONTROL, INC. FOR PROFESSIONAL SERVICES FOR CITY HALL SECURITY SYSTEMS

Budgetary Information: The cost of the professional services is \$157,396. With the nature of the project and the probability of changes to the building itself prior to completion, it is anticipated additional funds may be necessary to complete the project and therefore a contingency of ten percent (\$15,739.60) has been budgeted for this project. No additional funds will be expended unless approved by City Commission. The project will be expensed from the capital projects fund.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement with Johnson Control, Inc., of Cleveland, Ohio, for professional services for the City Hall security systems project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #7 - Submitted by Jane Cullen, Project Engineer

CHANGE ORDER #1 & FINAL FOR WEST MARKET STREET SEWER REPLACEMENT PROJECT

Budgetary Information: Change Order #1 and final, an addition in the amount of \$16,921.45 will revise the contract amount to \$82,312.45 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 by Rising Son Company, LLC, of Mansfield, Ohio, for the West Market Street sewer replacement project in the amount of \$16,921.45; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #8 - Submitted by Todd Gibson, Sr., Facilities & Properties Supervisor

PURCHASE OF VEHICLE FROM SHERRY CHRYSLER FOR DIVISION OF ENGINEERING

Budgetary Information: The total cost of the purchase of the 2019 RAM 1500 Quad Cab ST 4 x 4 truck is \$25,198 of which \$9,599 will be paid with water funds; \$9,599 will be paid with sewer funds; and the remaining balance of \$6,000 will be paid with capital projects funds (Issue 8).

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to purchase a 2019 RAM 1500 Quad Cab ST 4 x 4 truck from Sherry Chrysler of Piqua, Ohio, through the State of Ohio Department of Administrative Services cooperative purchasing program for the Engineering Division; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #9 - Submitted by Todd Gibson, Sr., Facilities & Properties Supervisor

PURCHASE OF VEHICLE FROM LEBANON FORD COMMERCIAL FOR WATER DISTRIBUTION DIVISION

Budgetary Information: The total cost of the 2018 F450 4 x 4 regular chassis cab, dual real wheel truck with dump body is \$55,622 and will be paid from water funds which were budgeted in the capital improvement plan and accounted for in the 2018 rate review.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to purchase a 2018 Ford F450 4 x 4 regular chassis cab truck with dump body from Lebanon Ford Commercial of Lebanon, Ohio, through the State of Ohio Department of Administrative Services cooperative purchasing program for the Water Distribution Division; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #10 - Submitted by Todd Gibson, Sr., Facilities & Properties Supervisor

PURCHASE OF VEHICLE FROM LEBANON FORD COMMERCIAL FOR SEWER MAINTENANCE DIVISION

Budgetary Information: The total cost of the 2018 F450 4 x 4 regular chassis cab, dual rear-wheel truck with dump body is \$55,622 and will be paid from sewer funds which were budgeted in the capital improvement plan and accounted for in the 2018 rate review.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to purchase a 2018 Ford F450 4 x 4 regular chassis cab truck with dump body from Lebanon Ford Commercial of Lebanon, Ohio, through the State of Ohio Department of Administrative Services cooperative purchasing program for the Sewer Maintenance Division; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #11 - Submitted by Angela Byington, Planning Director

PROFESSIONAL SERVICES AGREEMENT WITH ENVIRONMENTAL DESIGN GROUP FOR GRANT WRITING SERVICES

Budgetary Information: The cost of the grant writing service is not to exceed \$45,000. The service will be paid with Issue 8 capital projects funds (parks and recreation) in the amount of \$9,500 and parks and recreation capital projects funds in the amount of \$35,500.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement with Environmental Design Group of Akron, Ohio, for professional services in preparation of a grant application to the U.S. Department of Transportation for financial assistance through the Build Discretionary grant application for the Sandusky Bay Pathway; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #12 - Submitted by Jeff Keefe, Project Engineer

REIMBURSEMENT TO SANDUSKY CITY SCHOOLS FOR GREEN INFRASTRUCTURE IMPROVEMENTS AT THE NEW HAYES INTERMEDIATE SCHOOL

Budgetary Information: This project is intended to reduce future costs for the Combined Sewer Overflow plan as requested via negotiations with the Ohio EPA. The cost for the original work was \$13,500 and with the additional cost of \$63,613.29 for the additional work, the total reimbursement cost is \$77,113.29 and will be paid with sewer funds.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to expend additional funds to the Sandusky City School District for reimbursement of additional services necessary for the green infrastructure improvements at the new Hayes Intermediate School property; 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
EXECUTIVE SESSION(S)
ADJOURNMENT

Open discussion on any item (5 minute limit)

Buckeye Broadband broadcasts on Channel 76:

Monday, June 25 at 8:30 p.m.
Tuesday, June 26 at 5 p.m.
Monday, July 2 at 8:30 p.m.

YouTube: https://www.youtube.com/channel/UCBxZ482ZeTTixa_Rm16YWTQ



PLANNING DEPARTMENT

222 Meigs Street
Sandusky, Ohio 44870
419.627.5832
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Angela Byington, Planning Director

Date: June 1, 2018

Subject: Commission Agenda Item – Adoption of the Sandusky Bay Pathway Update

ITEM FOR CONSIDERATION: Adoption of the Sandusky Bay Pathway Update

BACKGROUND INFORMATION: The City adopted the Bayfront Corridor Plan in August of 1997, by way of Resolution No. 041-97R. The City's Port Development Plan, adopted in 1991 and updated in 1996, recommended the creation of a continuous pedestrian route to connect the City's entire waterfront. As such, the City created the Bayfront Corridor, which provided for a conceptual design plan for a continuous pedestrian route between Battery Park and the Municipal Boat Launch Ramp. The City amended the plan in 2005 to span the entire length of the City waterfront.

The Bicentennial Vision, adopted in 2016, set the implementation of the Sandusky Bay Pathway as a priority. The City entered into contract with Environmental Design Group of Cleveland, Ohio to prepare an update to the Sandusky Bay Pathway Plan. The agreement provided for an update to the existing Sandusky Bay Pathway Plan that concentrates on the coastline area from the western municipal limits of the City to eastern municipal limits of the City, not including the Landing Park study area, which extends from Castaway Bay to Pipe Creek.

Extensive public and stakeholder involvement was solicited over the course of two public meetings and three stakeholder meetings. In addition to the Sandusky Bay Pathway Update recommended alignment, a detailed cost opinion, phasing plan and branding, signage and wayfinding conceptual design was created to guide the development and branding and to assist in securing future funding for implementation of the Pathway.

Some of the goals of the update included review of the existing plans alignment and investigation of new opportunities or challenges, exploration of potential connections into a regional trail, detail on proposed amenities and exploration and development of trail branding.

The final alignment recommendations include facility types ranging from paved asphalt shared-use paths, side paths, widened sidewalks, to improved natural experience trails and themed downtown loops. In all, fourteen segments comprising over twenty-one miles in length were proposed as part of the plan. Further, it is envisioned that the Sandusky Bay Pathway would ultimately be part of a regionwide lakefront trail spanning 80 plus miles.

BUDGETARY INFORMATION: There is no budgetary impact to the adoption of this Plan.

ACTION REQUESTED: It is recommended that City Commission accept the Planning Commission's recommendation of approval and proceed with legislation to adopt the Sandusky Bay Pathway Update.

I concur with this recommendation:

Eric Wobser, City Manager

cc: K. Kresser, Commission Clerk; H. Solowiej, Finance Director; J. Harris, Law Director



Department of Planning and Development

June 1, 2018

Planning Commission has made a favorable recommendation to City Commission regarding Sandusky Bay Pathway on May 23rd, 2018.

Michael Zuilhof
Planning Commission Chair

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ADOPTING THE SANDUSKY BAY PATHWAY UPDATE PLAN FOR THE CITY OF SANDUSKY.

WHEREAS, the Sandusky Bay Pathway is a coastal trail that stretches along the waterfront from the east corporation limit to the west corporation limit with several other on-street and off-street trails networking City roads and the City-wide park system; and

WHEREAS, the Sandusky Bay Pathway was part of the Bayfront Corridor Plan adopted in 1997 to make public areas available to pedestrians and bicyclists and as such, the City created the Bayfront Corridor, which provided for a conceptual design plan for a continuous pedestrian route between Battery Park and the Municipal Boat Launch Ramp and that plan was updated in 2005 to span the entire length of the City waterfront; and

WHEREAS, in 2016 the City's Bicentennial Vision was adopted and set the implementation of the Sandusky Bay Pathway as a priority; and

WHEREAS, the Sandusky Bay Pathway – Update Project consisted of an updated plan to the Sandusky Bay Pathway that concentrates on the coastline area from the western municipal limits of the City to eastern municipal limits of the City, not including The Landing Park study area, which extends from Castaway Bay to Pipe Creek; and

WHEREAS, this City Commission authorized and directed the City Manager to enter into an agreement for Professional Design Services with Environmental Design Group, LLC, of Cleveland, Ohio for the Sandusky Bay Pathway – Update Project by Ordinance No. 17-165, passed on August 28, 2017; 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 Department of Public Works, of the City of Sandusky, Ohio and, NOW, THEREFORE,

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

Section 1. This City Commission approves and adopts the Sandusky Bay Pathway Update Plan, a copy of which is marked Exhibit "A" and is attached to this Ordinance and is specifically incorporated as if fully rewritten herein.

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

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

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

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

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

Passed: June 25, 2018 (effective after 30 days)



ADMINISTRATIVE SERVICES DEPARTMENT

222 Meigs Street
SANDUSKY, OH 44870
PHONE (419) 627-5885
FAX (419) 627-5835
www.ci.sandusky.oh.us

TO: Eric Wobser, City Manager
FROM: Connie Nicholson, Human Resource Manager
DATE: June 12, 2018
RE: Commission Agenda Item

ITEM FOR CONSIDERATION:

Enrollment fee for Workers' Compensation Group Retrospective Rating Program for 2019 with CompManagement. The total cost for the policy year of January 1, 2019 to December 31, 2019 is \$12,435. This includes CompManagement claims administration services and online claims access starting September 1, 2018.

BACKGROUND INFORMATION:

The City has participated in a group retrospective rating for workers' compensation for the past five years. This plan provides a group discount to the City of Sandusky for Workers' Compensation coverage based on the performance of the group. Employers pay their own individual merit-rated premium to the BWC. Depending on the performance of the group, the participating employers can receive either a retrospective premium refund or assessment. The City has received a refund each year of participation in the group retrospective.

BUDGETARY INFORMATION:

The contribution will be distributed to all departments.

ACTION REQUESTED:

It is recommended the City Commission adopt the necessary legislation as an emergency measure and in accordance with Section 14 of the City Charter. This action would allow for the timely payment and allow the City to maintain membership in the group retrospective plan.

APPROVED:

Eric Wobser, City Manager

Attachments

cc: Trevor Hayberger, Assistant Law Director; Justin Harris, Law Director; Kelly Kresser, City Commission Clerk;
Hank Solowiej, Finance Director

Exhibit A

compmanagement

To view the CompManagement service agreement covering participation in this exhibit visit

<https://viaone.compmgt.com/Rating/2019PEgRetrocontract.pdf>

password: gretro2019

P. O. Box 89456, Cleveland OH 44101-6456

RENEWAL INVOICE

Bill To:

CONNIE NICHOLSON
CITY OF SANDUSKY
222 MEIGS ST

SANDUSKY, OH 44870

Invoice date: May 21, 2018

Invoice #: 1170277

Policy #: 32205302

Group #: 21000

Rating Year: 2019

Due Date: Upon Receipt

GROUP RETROSPECTIVE RATING

The enrollment fee covers:

* Services for the annual contract period beginning **September 1, 2018**

* Policy Year: Group Retrospective enrollment for **January 1, 2019 to December 31, 2019**

Annual Fee

\$ 12,435

Please sign and return enclosed U-153 enrollment form and invoice with remittance to:

Make Check Payable to:

CompManagement

PO Box 89456
Cleveland, OH 44101-6456

OR

OR

Pay online at www.compmgt.com



Credit card account number:

Amount to be charged: \$ **12,435** Expiration Date:

Print name as it appears on card:

Signature:

By signing above you authorize CompManagement (a Sedgwick company) to charge your credit card in the amount as shown above, and agree to pay the amount shown above according to your credit card agreement.

By returning this invoice or by remittance of the service fee, Client acknowledges and accepts all terms and conditions of the workers' compensation service agreement. Said agreement is hereby incorporated by reference herein (see link above).

This invoice is for CompManagement's workers' compensation third party administration services pursuant to a service agreement between your company and CompManagement. Client acknowledges that payment of this invoice does not constitute or guarantee enrollment in any workers' compensation discount/alternative rating program.

Printed Name

Signature

Title

Date

cnicholson@ci.sandusky.oh.us

(419)627-5968

Email Address

Phone Number

If your organization has merged with or acquired another company in the last year, or plans to up through the policy year noted above, initial here and contact our office immediately to review your options.

Questions? Call (800) 825-6755, option 3

Ohio Association of Public Treasurers Retro Group

32205302 Grp # 21000

(2019)

Compmanagement / 32205302

Employer: City Of Sandusky

TM: -10%

Policy No.: 32205302

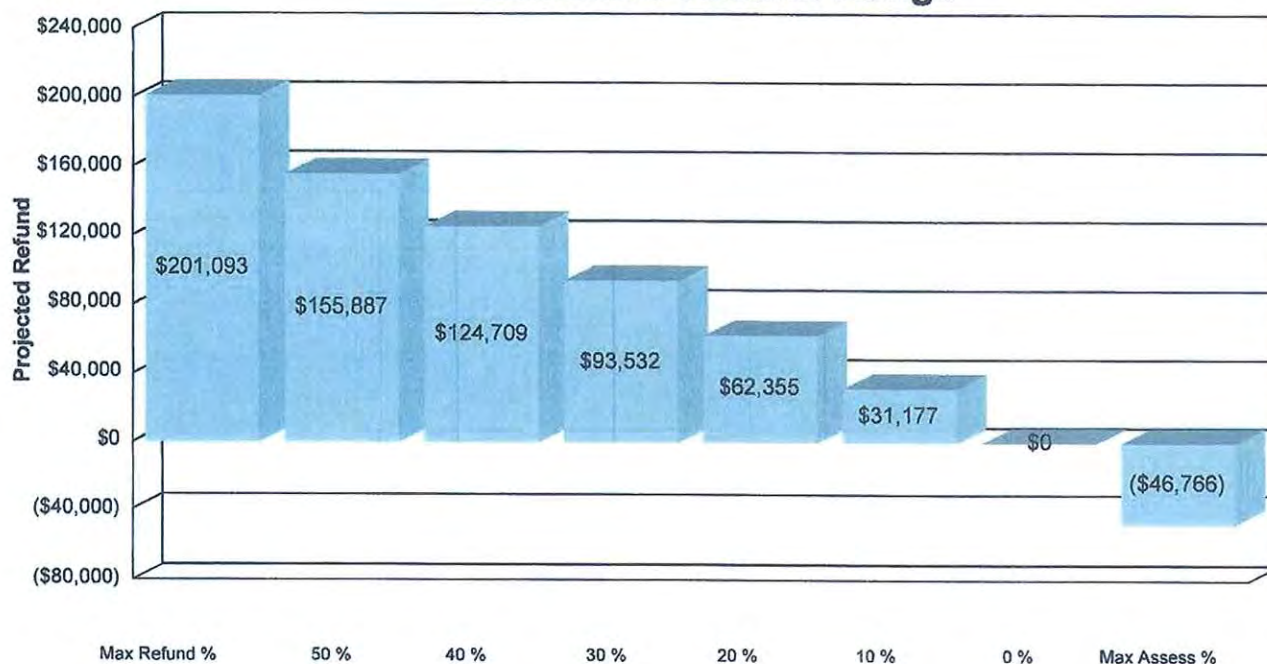
EMR: 0.90

Max Refund: 64.50%

Max Assessment: 15%

Target Refund : 34%		Target Refund: \$106,003	
Estimated Standard Premium:	\$311,773	BWC will conduct three (3) annual evaluations to determine the refund/assessment. Your projected annual refunds are:	
Est BWC Admin & DWRP:	\$33,707		
Estimated Individual Premium:	\$345,480		
Estimated Maximum Savings:	\$201,093	1st Evaluation Refund	84,802
Estimated Maximum Assessment:	\$46,766	2nd Evaluation Refund	19,080
		3rd Evaluation Refund	2,120

Estimated Refund Range



*The 2019 premium amounts are for the payroll period from 1/01/2019 to 12/31/2019.

Please note that actual group refunds/assessments will be dependent on the performance of the entire group.

This projection is to be used as a guideline only for decision making purposes. The results should not be construed as actual.

INSTRUCTIONS

- * Please print or type
- * Return completed statement to the attention of the sponsoring organization you are joining.
- * The sponsoring organization's third-party administrator will submit this form.
- * If you have any questions, please call BWC at 614-466-6773.

NOTE: This application must be reviewed and approved by BWC's employers program unit BEFORE it becomes effective.

Employer Name CITY OF SANDUSKY	Telephone number (419)627-5968	BWC policy number 32205302	
Address 222 MEIGS ST	City SANDUSKY	State OH	9-digit Zip Code 44870

Group Retrospective-rating program enrollment

I agree to comply with the Ohio Bureau of Workers' Compensation Group Retrospective Rating Program rules (Ohio Administrative Rule 4123-17-73). I understand that my participation in the program is contingent on such compliance.

This form super-sedes any previously executed U-153.

I understand that only a BWC Group Retrospective Rating Program certified sponsor can offer membership into the program. I also understand that if the sponsoring organization listed below, is not certified, this application is null and void.

I am a member of the Ohio Association of Public Treasurers Retro Group sponsoring organizations or a certified affiliate organization and would like to be included in the Group-Retrospective-Rating Program it sponsors for the policy year beginning January 1, 2019. I understand the employer roster submitted by the group will be the final, official determination of the group in which I will or will not participate. Submission of their form does not guarantee participation.

I understand the sponsoring organization's representative CompManagement LLC #000900-80 (currently, as determined by the sponsoring organization) is the only representative I may have in risk-related matters while I remain a member of the group. I also understand that the representative for the Group Retrospective Rating Program will continue as my individual representative in the event that I no longer participate in the program. At the time I am no longer a member of the group, I understand that I must file permanent authorization (AC-2) to cancel or change individual representation.

I understand a new U-153 shall be filed each policy year I participate in the Group-Retrospective-Rating Program.

I am associated with the sponsoring organization or a certified affiliate sponsoring organization ☒ Yes ☐ No

Ohio Association of Public Treasurers Retro Grou

1581124

Name of sponsor or affiliate sponsor

Sponsor or affiliate sponsor policy numbe

Note: For injuries that occur during the period an employer is enrolled in the Group Retrospective Rating Program, employers may not utilize or participate in the Deductible Program, Group Rating, Retrospective Rating, Safety Council Discount Program, \$15,000 Medical-Only Program, or the Drug-Free Safety Program.

Certification

_____ certifies that he/she is the _____ of

(Officer Name)

(Title)

_____, the employer referred to above, and that all of the
(Employer Name)

information is true to the best of his/her knowledge, information, and belief, after careful investigation.

X

(Officer Signature)

(Date)

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER AND/OR FINANCE DIRECTOR TO MAKE PAYMENT TO COMPMANAGEMENT INC. FOR THE ENROLLMENT FEE FOR THE 2019 WORKERS' COMPENSATION GROUP RETROSPECTIVE RATING PROGRAM; AND DECLARING THAT THIS ORDINANCE TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City will be sponsored by the Ohio Association of Public Treasurers Retro Group to participate in a group retrospective rating for workers' compensation for the year 2019 and has participated in a group retrospective rating program for many years; and

WHEREAS, CompManagement, Inc. is the program administrator for the Workers' Compensation Group Retrospective Rating program which is an alternative rating program offered by the Ohio Bureau of Workers' Compensation where employers are grouped together to achieve premium refunds based on the performance of the group with employers paying their own individual merit-rated premium to the Bureau of Workers' Compensation and depending on the performance of the group, the participating employers can receive either a retrospective premium refund or assessment; and

WHEREAS, the total cost of the enrollment fee for the 2019 Workers' Compensation Group Retrospective Rating Program for the period of January 1, 2019, to December 31, 2019, is \$12,435.00 and will be proportionately distributed to all departments; 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 in a timely manner and thereby allow the City to maintain membership in the Group Rating Program; 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 Administrative 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 and/or Finance Director is authorized and directed to make payment to CompManagement Inc. for the enrollment fee for the 2019 Workers' Compensation Group Retrospective Rating Program in an amount **not to exceed** Twelve Thousand Four Hundred Thirty Five and 00/100 Dollars (\$12,435.00) consistent with the invoice for policy number 32205302 for the period of January 1, 2019, to December 31, 2019.

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

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

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

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

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

Passed: June 25, 2018



DEPARTMENT OF PUBLIC WORKS

222 Meigs Street
Sandusky, Ohio 44870
419.627.5829
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: June 13, 2018

Subject: **Commission Agenda Item – Purchase and Application of Cape Seal and Micro Surfacing for the 2018 Sealing and Micro Surfacing Project**

ITEM FOR CONSIDERATION: Requesting legislation authorizing the City to expend funds for the purchase and application of Cape Seal from Strawser Construction Inc., of Columbus, Ohio, through the ODOT Cooperative Purchasing Program for the 2018 Sealing and Micro Surfacing Project.

BACKGROUND INFORMATION: The City has taken a more proactive method of preserving City streets by using new technologies, extending the life of our streets and delaying the need to perform more costly repairs in the future. A cape seal is a combination of a polymerized chip seal (ODOT 422) followed by a coating of micro surfacing (ODOT 421).

The chip seal acts as a water proof membrane and the micro surfacing provides a tough, dense wearing surface on top. Micro surfacing consists of a polymerized emulsion, aggregate, clay, and additives designed to act as a tough wearing course to preserve roadways. SCI has been awarded for both applications on the state bid under the ODOT contract number 101G-19.

Cape seals are great applications for roadways that are structurally sound but have a significant amount of surface cracking. Milling and casting adjustments are not needed and the treatment can last 7-9 years.

The 2018 Sealing and Micro Surfacing Project involves the application of cape seal surfacing to East Park Street from Monroe Street to Columbus Avenue and Buckingham Street from 5th Street to Cleveland Road. The cape seal application will provide a new wearing course which will prolong the useful life and improve the rating of the streets we are micro surfacing.

BUDGETARY INFORMATION: The cost of this project is \$49,973.00 for materials and application, which will be paid for Capital Projects Funds.

ACTION REQUESTED: It is recommended that proper legislation be prepared to expend funds to Strawser Construction, Inc. of Columbus, Ohio for the 2018 Sealing and Micro Surfacing Project in the amount of \$49,973.00, 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 be placed on the contractor's schedule as they will be in the area working on other projects in July.

I concur with this recommendation:

Eric Wobser
City Manager

Aaron M. Klein, P.E.
Director

cc: K. Kresser, Commission Clerk; H. Solowiej, Finance Director; J. Harris, Law Director



1392 Dublin Road-Columbus, OH 43215-Phone (614)276-5501-FAX (614)276-0570

"Professionals Dedicated to Preserving America's Roadways" and "Building Our Road to Safety Excellence"

Date: 5-31-2018

City of Sandusky-Erie County
222 Meigs Street
Sandusky, Ohio 44870

Project: Cape Seal

Dear City of Sandusky,

Strawser Construction Inc. is pleased to present the following proposal for your review.
We will furnish all labor, equipment and materials to complete the following scope of work:

Type of Work 1

Cape Seal

See Excel Sheet for road list

Type of Work 2

Type of Work 3

Type of Work	Quantity	Unit of Measure	Unit Price	Extension
Cape Seal	6,050	square yards	\$8.26	\$49,973.00
Total Project Extension				<u><u>\$49,973.00</u></u>



1392 Dublin Road-Columbus, OH 43215-Phone (614)276-5501-FAX (614)276-0570

"Professionals Dedicated to Preserving America's Roadways" and "Building Our Road to Safety Excellence"

Conditions:

- * Proposed quantities are based on site conditions on: Apr-18
This proposal includes only the scope of work listed above. Any alteration or deviation from this scope of work may result in additional costs and must be contracted for in writing and signed by an authorized representative of Strawser Construction Inc.
- * All work shall be completed in a workmanlike manner according to standard practices and all materials are guaranteed as specified.
- * Prices are based on 1 mobilization. Work to be completed in 2018.
Unit Price items will be billed per installed quantities.
- * Terms are net 30 days from date of invoice.

Notes:

- * Existing pavement is expected to support the weight of normal construction loads.
- * Strawser Construction Inc. is not responsible for damage to finished surface by others including humans, animals or vehicles tracking fresh material.
- * Upon the awarding of the proposal, supply Strawser Construction Inc. with an Ohio Department of Taxation, Construction Contract Exemption Certificate, if applicable.
Work includes all Traffic Control, Mobilization, and Signage
- * Work does not include striping
Please call with any questions.

Thank you,

Zack Helm
Strawser Construction Inc.
937-657-9527

Approval:

The above prices, specifications and conditions are hereby accepted. Strawser Construction Inc. is to perform the work as specified. Acceptance indicates that funds are available for this work and payment will be made to Strawser Construction Inc. as outlined above.

Name	Title	Date
------	-------	------

Sales and Use Tax

Construction Contract Exemption Certificate

Date: 5-10-2018

Contractee's (owner's) name _____
Exact location of job/project _____
Name of job/project as it appears _____
on contract documentation _____

<input type="checkbox"/> A building used exclusively for charitable purposes by a nonprofit organization operated exclusively for (R.C.) section 5739.02 (8)(12);	<input type="checkbox"/> Real Property that is owned, or will be accepted for ownership at the time of completion, by the United States government, its agencies, the state of Ohio or an Ohio political subdivision;
<input type="checkbox"/> Real property under a construction contract with the Cap United States government, its agencies, the State of See Ohio or an Ohio political subdivision;	<input type="checkbox"/> A computer data center entitled to exemption under R.C. 122.175;
<input type="checkbox"/> A horticulture structure of livestock structure for person Mic engaged in business of horticulture or producing livestock;	<input type="checkbox"/> A building under a construction contract with an organization exempt from taxation under section 501(C)(3) of the Internal Revenue Code of 1986 when the building is to be used exclusively for the organization's exempt purposes;
<input type="checkbox"/> A house of public worship or religious education;	
<input type="checkbox"/> The original construction of a sports facility under R.C. section 307.696;	<input type="checkbox"/> A hospital facility entitled to exemption under R.C. section 140.08;
<input type="checkbox"/> Real property outside this state if such materials and services, when sold to a construction contractor in the exempt from a tax on sales levied by that state;	<input type="checkbox"/> Building and construction materials and services sold for incorporation into real property comprising a convention center that qualifies for property tax exemption under R.C. 5709.084 (until one calendar year after the construction is completed).

The original of this certificate must be signed by the owner/contractee and/or government official and must be retained by the prime contractor. Copies must be maintained by the owner/contractee and all subcontractors. When copies are issued to suppliers when purchasing materials, each copy must be signed by the contractor or subcontractor making the purchase.

Prime Contractor

Name Strawser Construction Inc.
Signed by _____
Title _____
Street address 1392 Dublin Road
City, state, ZIP Columbus, OH 43215
Date _____

Owner/Contractee

Name _____
Signed by _____
Title _____
Street address _____
City, state, ZIP _____
Date _____

Subcontractor

Name _____
Signed by _____
Title _____
Street address _____
City, state, ZIP _____
Date _____

Political Subdivision

Name _____
Signed by _____
Title _____
Street address _____
City, state, ZIP _____
Date _____

Street	From	To	SY	Curb and Gutter yes/no	Crack Seal	Process
East Park	Monroe	Columbus	2400	Yes	Yes	Chip #9 with micro @ 22lbs
Buckingham	5th	Cleveland	3650	Yes	Yes	Chip #9 with micro @ 22lbs

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXPEND FUNDS FOR THE PURCHASE AND APPLICATION OF CAPE SEAL AND MICRO SURFACING FROM STRAWSER CONSTRUCTION INC., OF COLUMBUS, OHIO, THROUGH THE STATE OF OHIO DEPARTMENT OF TRANSPORTATION COOPERATIVE PURCHASING PROGRAM FOR THE 2018 SEALING AND MICRO SURFACING PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City Commission authorized the City's participation in the Ohio Department of Transportation's Cooperative Purchasing Program by Ordinance No. 16-133, passed on August 8, 2016, as a requirement for participation is that a certified copy of a Resolution shall be filed with ODOT every two years; and

WHEREAS, the 2018 Sealing and Micro Surfacing Project involves the cape sealing and micro surfacing of East Park Street from Monroe Street to Columbus Avenue and Buckingham Street from Fifth Street to Cleveland Road; and

WHEREAS, cape seal is a combination of a polymerized chip seal, which acts as a water proof membrane, followed by a coating of micro surfacing, which provides a tough, dense wearing surface on top, and cape seal is a great application for roadways that are structurally sound but have a significant amount of surface cracking; and

WHEREAS, this cape seal and micro surfacing application is available from Strawser Construction Inc., of Columbus, Ohio, through the State of Ohio Department of Transportation Cooperative Purchasing Program thereby, allowing local political subdivisions to purchase items that have been competitively bid from the successful state vendor giving the City the benefit of the State's negotiated price and eliminating the necessity of any further bidding process; and

WHEREAS, the total cost for the purchase and application of the cape seal and micro surfacing is \$49,973.00 and will be paid with Capital Projects Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to be placed on the contractor's schedule as they will be in the area working on other projects in July; and

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

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

Section 1. The City Manager is authorized and directed to expend funds for

the purchase and application of cape seal and micro surfacing from Strawser Construction Inc., of Columbus, Ohio, through the State Of Ohio Department Of Transportation Cooperative Purchasing Program, Contract 101G-19, for the 2018 Sealing and Micro Surfacing Project, at an amount **not to exceed** Forty Nine Thousand Nine Hundred Seventy Three and 00/100 Dollars (\$49,973.00).

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

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

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

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

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

Passed: June 25, 2018



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

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

TO: Eric L. Wobser, City Manager
FROM: Hank S. Solowiej, CPA, Finance Director
DATE: June 14, 2018
RE: Commission Agenda Item

ITEM FOR CONSIDERATION:

The Erie County Budget Commission has determined that a full Tax Budget be submitted for calendar year 2019 by July 20, 2018. Prior to 2011, the Erie County Budget Commission had waived this requirement to submit a full Tax Budget.

The 2012 Tax Budget was approved by resolution (#027-11R) by City Commission on July 11, 2011, the 2013 Tax Budget was approved by resolution (#017-12R) by City Commission on July 9, 2012, the 2014 Tax Budget was approved by resolution (#021-13R) by City Commission on June 24, 2013, the 2015 Tax Budget was approved by resolution (#026-14R) by City Commission on June 23, 2014, the 2016 Tax Budget was approved by resolution (#020-15R) by City Commission on June 22, 2015, the 2017 Tax Budget was approved by resolution (#028-16R) by City Commission on June 27, 2016, and the 2018 Tax Budget was approved by resolution (#036-17R) by City Commission on June 26, 2017.

BUDGETARY INFORMATION:

The Tax Budget will establish initial funding for 2019.

ACTION REQUESTED:

It is recommended that this resolution be approved as soon as possible. The resolution is needed so that the City of Sandusky can comply with the request of the Erie County Budget Commission, in accordance with Ohio Revised Code Sections 5705.28, 5705.29, and 5705.30, by filing the Tax Budget with the County Auditor by July 20, 2018. It is recommended that the City Commission adopt the necessary legislation as an emergency measure and in accordance with Section 14 of the City Charter.

If there are any questions, please contact the Finance Director.

Attachments

CC: Justin Harris, Law Director

RESOLUTION NO. _____

A RESOLUTION ADOPTING THE TAX BUDGET FOR THE CITY OF SANDUSKY FOR THE CALENDAR YEAR 2019; AUTHORIZING THE SUBMISSION OF THE TAX BUDGET TO THE ERIE COUNTY AUDITOR; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Erie County Budget Commission has determined that for the CY 2018 Budget, a full Tax Budget is to be submitted to the Erie County Auditor and pursuant to O.R.C. § 5705.30 must be submitted on or before the 20th day of July; and

WHEREAS, prior to 2011, the Erie County Budget Commission had waived the requirements for entities to submit a full tax budget and had only required revenues per fund to be submitted; 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 submit the City's Tax Budget for CY 2019 to the Erie County Auditor by the required deadline of July 20, 2018; and

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

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

Section 1. This City Commission approves and adopts the City's Tax Budget for CY 2019, a copy of which is marked Exhibit "A" and attached to this Resolution and specifically incorporated as if fully rewritten herein.

Section 2. This City Commission authorizes and directs the Finance Director to deliver a certified copy of this Resolution to the Erie County Auditor.

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

Section 4. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Resolution were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in

those formal actions were in meetings open to the public in compliance with the law.

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

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

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

Passed: June 25, 2018

CITY OF SANDUSKY TAX BUDGET - 2019

Fund	Estimated Unencumbered Balance at 12/31/18	Estimated 2019 Real Estate Property Taxes	Estimated 2019 Local Govt (County)	Estimated 2019 Other	Total Resources For Expenditures	2019 Estimated Expenditures			Estimated Unencumbered Balance at 12/31/19
						Personnel Services	Other	Total Estimated Expenditures	
110 General	4,775,558.97	1,679,429.00	400,000.00	22,430,754.72	29,285,742.69	15,974,978.25	9,074,107.39	25,049,085.64	4,236,657.05
216 Street	66,001.56	-	-	1,794,566.00	1,860,567.56	1,165,117.80	605,052.90	1,770,170.70	90,396.86
217 State Highway	94,322.56	-	-	75,150.00	169,472.56	56,700.00	26,780.00	83,480.00	85,992.56
218 Public Transit	5,741.67	-	-	2,578,174.00	2,583,915.67	132,449.10	2,416,512.87	2,548,961.97	34,953.70
227 Parks & Recreation	11,369.29	-	-	776,983.00	788,352.29	460,950.00	313,068.50	774,018.50	14,333.79
236 Fire Pension	11,491.24	138,089.00	-	721,338.00	870,918.24	801,614.10	54,000.84	855,614.94	15,303.30
237 Police Pension	3,934.42	138,089.00	-	578,486.00	720,509.42	627,438.00	40,924.99	668,362.99	52,146.43
239 State Grants	600,176.79	-	-	250,000.00	850,176.79	68,250.00	194,670.00	262,920.00	587,256.79
241 Federal Grants	2,256.81	-	-	1,120,000.00	1,122,256.81	231,000.00	889,000.00	1,120,000.00	2,256.81
242 Indigent Driver Alcohol	94,207.20	-	-	30,000.00	124,207.20	-	110,210.00	110,210.00	13,997.20
243 Enforcement & Education	4,100.80	-	-	3,000.00	7,100.80	-	5,150.00	5,150.00	1,950.80
244 Court Computer	226,861.48	-	-	26,000.00	252,861.48	10,500.00	25,750.00	36,250.00	216,611.48
245 Indigent Telephone	17,685.35	-	-	1,500.00	19,185.35	-	1,030.00	1,030.00	18,155.35
246 Probation Service	304,673.54	-	-	78,500.00	383,173.54	99,750.00	10,300.00	110,050.00	273,123.54
247 Payroll Stabilization	414,707.75	-	-	75,000.00	489,707.75	152,250.00	-	152,250.00	337,457.75
248 Real Estate Development	-	-	-	-	-	-	-	-	-
430 Capital Improvement	3,602.15	-	-	613,363.00	616,965.15	-	616,000.00	616,000.00	965.15
431 Capital Projects	65,307.13	-	-	11,489,000.00	11,554,307.13	78,750.00	11,111,385.00	11,190,135.00	364,172.13
432 Tax Increment Dist	25,632.03	-	-	98,000.00	123,632.03	-	20,600.00	20,600.00	103,032.03
433 Special Assessments	142,864.30	-	-	365,000.00	507,864.30	254,100.00	103,515.00	357,615.00	150,249.30
434 Bond Retirement Fund	91,744.30	460,298.00	-	1,262,924.00	1,814,966.30	-	1,687,368.66	1,687,368.66	127,597.64
435 Urban Renewal Debt Serv	976,242.65	-	-	585,000.00	1,561,242.65	-	444,604.65	444,604.65	1,116,638.00
535 Spec Asmnt Bond Retirement	50,781.61	-	-	313,333.00	364,114.61	-	304,192.99	304,192.99	59,921.62
612 Water Revenue Fund	3,516,780.98	-	-	13,327,366.00	16,844,146.98	3,475,713.15	7,037,300.93	10,513,014.08	6,331,132.90
613 Sewer Revenue Fund	4,694,792.75	-	-	13,980,142.00	18,674,934.75	3,804,613.05	10,024,107.29	13,828,720.34	4,846,214.41
701 Internal Service Fund	4,812,309.57	-	-	5,000,000.00	9,812,309.57	-	4,429,000.00	4,429,000.00	5,383,309.57
863 Trust-Expendable	350,068.67	-	-	100,000.00	450,068.67	-	195,700.00	195,700.00	254,368.67
873 Trust-Nonexpendable	117,062.78	-	-	-	117,062.78	-	2,060.00	2,060.00	115,002.78
876 Cemetery Endowment	269,326.46	-	-	40,000.00	309,326.46	52,500.00	30,900.00	83,400.00	225,926.46
880/881 Agency-Treasury	57,704.63	-	-	40,000.00	97,704.63	-	61,800.00	61,800.00	35,904.63
890-898 Agency-Non Treasury	11,868,517.03	-	-	-	11,868,517.03	-	-	-	11,868,517.03
Total	33,675,826.47	2,415,905.00	400,000.00	77,753,579.72	114,245,311.19	27,446,673.45	49,835,092.01	77,281,765.46	36,963,545.73

Certified: Hank S. Solowiej, CPA
Finance Director
City of Sandusky, Erie County, Ohio
Dated: 6/25/18

2018 Year Estimated					2017 Year Actual				2016 Year Actual				
Fund	Estimated Real Estate Property Taxes	Estimated Local Govt (County)	Estimated Other	Total	Real Estate Property Taxes	Local Govt (County)	Other	Total	Real Estate Property Taxes	Local Govt (County)	Local Govt (State Direct)	Other	Total
110 General	1,679,429.00	400,000.00	21,990,936.00	24,070,365.00	1,520,725.70	386,815.67	20,882,343.25	22,789,884.62	1,506,563.70	382,787.66	21,184.25	20,267,441.34	22,177,976.95
216 Street	-	-	1,697,066.00	1,697,066.00	-	-	1,453,262.11	1,453,262.11	-	-	-	1,410,491.34	1,410,491.34
217 State Highway	-	-	75,150.00	75,150.00	-	-	75,494.24	75,494.24	-	-	-	74,414.71	74,414.71
218 Public Transit	-	-	2,470,000.00	2,470,000.00	-	-	2,827,027.81	2,827,027.81	-	-	-	2,022,474.04	2,022,474.04
227 Parks & Recreation	-	-	742,950.00	742,950.00	-	-	519,361.59	519,361.59	-	-	-	457,685.71	457,685.71
236 Fire Pension	138,089.00	-	677,781.00	815,870.00	124,998.19	-	724,686.09	849,684.28	123,944.58	-	-	742,680.46	866,625.04
237 Police Pension	138,089.00	-	499,204.00	637,293.00	124,998.33	-	543,854.30	668,852.63	123,944.59	-	-	587,324.96	711,269.55
239 State Grants	-	-	250,000.00	250,000.00	-	-	466,098.13	466,098.13	-	-	-	322,706.86	322,706.86
241 Federal Grants	-	-	1,120,000.00	1,120,000.00	-	-	841,867.39	841,867.39	-	-	-	1,977,193.34	1,977,193.34
242 Indigent Driver Alcohol	-	-	30,000.00	30,000.00	-	-	35,738.61	35,738.61	-	-	-	24,438.66	24,438.66
243 Enforcement & Education	-	-	3,000.00	3,000.00	-	-	6,100.80	6,100.80	-	-	-	6,942.30	6,942.30
244 Court Computer	-	-	26,000.00	26,000.00	-	-	30,969.70	30,969.70	-	-	-	31,704.05	31,704.05
245 Indigent Telephone	-	-	1,500.00	1,500.00	-	-	-	-	-	-	-	-	-
246 Probation Service	-	-	78,500.00	78,500.00	-	-	84,168.86	84,168.86	-	-	-	63,497.38	63,497.38
247 Payroll Stabilization	-	-	75,000.00	75,000.00	-	-	350,000.00	350,000.00	-	-	-	300,000.00	300,000.00
248 Real Estate Development	-	-	-	-	-	-	-	-	-	-	-	-	-
430 Capital Improvement	-	-	600,000.00	600,000.00	-	-	597,185.36	597,185.36	-	-	-	578,031.52	578,031.52
431 Capital Projects	-	-	10,000,000.00	10,000,000.00	-	-	8,407,066.90	8,407,066.90	-	-	-	9,879,457.38	9,879,457.38
432 Tax Increment Dist	-	-	-	-	-	-	32,763.38	32,763.38	-	-	-	30,467.92	30,467.92
433 Special Assessments	-	-	240,000.00	240,000.00	-	-	239,245.09	239,245.09	-	-	-	432,192.44	432,192.44
434 Bond Retirement Fund	460,298.00	-	1,177,924.00	1,638,222.00	416,646.75	-	1,192,598.20	1,609,244.95	413,073.36	-	-	1,221,402.46	1,634,475.82
435 Urban Renewal Debt Serv	-	-	585,000.00	585,000.00	-	-	632,640.64	632,640.64	-	-	-	583,026.73	583,026.73
535 Spec Asmnt Bond Retirement	-	-	295,333.00	295,333.00	-	-	314,214.20	314,214.20	-	-	-	364,484.78	364,484.78
612 Water Revenue Fund	-	-	8,327,366.00	8,327,366.00	-	-	8,854,439.05	8,854,439.05	-	-	-	7,483,809.76	7,483,809.76
613 Sewer Revenue Fund	-	-	12,630,142.00	12,630,142.00	-	-	12,187,567.04	12,187,567.04	-	-	-	15,051,046.10	15,051,046.10
701 Internal Service Fund	-	-	5,000,000.00	5,000,000.00	-	-	5,904,046.53	5,904,046.53	-	-	-	5,940,216.37	5,940,216.37
863 Trust-Expendable	-	-	100,000.00	100,000.00	-	-	137,620.73	137,620.73	-	-	-	227,875.04	227,875.04
873 Trust-Nonexpendable	-	-	-	-	-	-	10,502.96	10,502.96	-	-	-	11,972.39	11,972.39
876 Cemetery Endowment	-	-	40,000.00	40,000.00	-	-	41,296.30	41,296.30	-	-	-	41,695.39	41,695.39
880/881 Agency-Treasury	-	-	40,000.00	40,000.00	-	-	43,484.92	43,484.92	-	-	-	38,044.90	38,044.90
890-898 Agency-Non Treasury	-	-	-	-	-	-	4,049,584.42	4,049,584.42	-	-	-	4,191,601.26	4,191,601.26
	2,415,905.00	400,000.00	68,772,852.00	71,588,757.00	2,187,368.97	386,815.67	71,485,228.60	74,059,413.24	2,167,526.23	382,787.66	21,184.25	74,364,319.59	76,935,817.73

2018 Estimated Expenditures				2017 Actual Expenditures			2016 Actual Expenditures		
Fund	Personnel Services	Other	Total	Personnel Services	Other	Total	Personnel Services	Other	Total
110 General	15,214,265.00	8,809,813.00	24,024,078.00	14,174,905.92	8,373,135.41	22,548,041.33	13,423,888.70	8,436,683.86	21,860,572.56
216 Street	1,109,636.00	587,430.00	1,697,066.00	910,491.34	529,178.10	1,439,669.44	965,994.92	422,303.88	1,388,298.80
217 State Highway	54,000.00	26,000.00	80,000.00	51,045.03	23,445.07	74,490.10	35,483.33	20,118.30	55,601.63
218 Public Transit	126,142.00	2,346,129.00	2,472,271.00	80,369.60	2,742,092.54	2,822,462.14	85,291.57	1,973,192.72	2,058,484.29
227 Parks & Recreation	439,000.00	303,950.00	742,950.00	250,855.81	271,499.65	522,355.46	210,202.58	244,153.53	454,356.11
236 Fire Pension	763,442.00	52,428.00	815,870.00	795,250.94	53,052.56	848,303.50	806,376.98	51,292.82	857,669.80
237 Police Pension	597,560.00	39,733.00	637,293.00	628,364.41	40,048.40	668,412.81	670,747.48	40,208.64	710,956.12
239 State Grants	65,000.00	189,000.00	254,000.00	32,434.12	286,027.06	318,461.18	74,447.85	179,556.19	254,004.04
241 Federal Grants	220,000.00	939,000.00	1,159,000.00	215,477.06	1,699,616.14	1,915,093.20	271,999.69	730,072.58	1,002,072.27
242 Indigent Driver Alcohol	-	107,000.00	107,000.00	-	106,613.94	106,613.94	-	57,775.56	57,775.56
243 Enforcement & Education	-	5,000.00	5,000.00	-	82,431.23	82,431.23	-	-	-
244 Court Computer	10,000.00	25,000.00	35,000.00	5,225.49	18,993.69	24,219.18	5,120.52	10,286.49	15,407.01
245 Indigent Telephone	-	1,000.00	1,000.00	-	-	-	-	-	-
246 Probation Service	95,000.00	10,000.00	105,000.00	41,300.70	2,327.53	43,628.23	103,008.10	5,193.23	108,201.33
247 Payroll Stabilization	145,000.00	-	145,000.00	180,568.10	-	180,568.10	129,936.92	-	129,936.92
248 Real Estate Development	-	-	-	-	-	-	-	3,000.00	3,000.00
430 Capital Improvement	-	600,000.00	600,000.00	-	595,970.33	595,970.33	-	599,874.86	599,874.86
431 Capital Projects	75,000.00	12,729,500.00	12,804,500.00	54,850.86	10,289,107.51	10,343,958.37	46,281.84	9,034,926.37	9,081,208.21
432 Tax Increment Dist	-	20,000.00	20,000.00	-	2,778.64	2,778.64	-	110,483.89	110,483.89
433 Special Assessments	242,000.00	100,500.00	342,500.00	235,396.11	74,133.19	309,529.30	184,235.81	61,958.17	246,193.98
434 Bond Retirement Fund	-	1,638,222.00	1,638,222.00	-	1,595,457.83	1,595,457.83	-	1,607,742.32	1,607,742.32
435 Urban Renewal Debt Serv	-	431,655.00	431,655.00	-	430,469.73	430,469.73	-	429,597.01	429,597.01
535 Spec Asmnt Bond Retirement	-	295,333.00	295,333.00	-	301,524.28	301,524.28	-	327,443.98	327,443.98
612 Water Revenue Fund	3,310,203.00	6,832,331.00	10,142,534.00	3,008,595.24	5,516,428.37	8,525,023.61	2,851,374.06	4,286,099.69	7,137,473.75
613 Sewer Revenue Fund	3,623,441.00	9,732,143.00	13,355,584.00	3,209,219.11	7,353,032.25	10,562,251.36	3,034,927.60	10,658,710.06	13,693,637.66
701 Internal Service Fund	-	4,300,000.00	4,300,000.00	-	4,124,991.23	4,124,991.23	-	3,906,962.10	3,906,962.10
863 Trust-Expendable	-	190,000.00	190,000.00	-	139,188.17	139,188.17	-	116,117.44	116,117.44
873 Trust-Nonexpendable	-	2,000.00	2,000.00	-	780.90	780.90	-	19.11	19.11
876 Cemetery Endowment	50,000.00	30,000.00	80,000.00	44,695.08	10,317.86	55,012.94	49,132.13	42,589.16	91,721.29
880/881 Agency-Treasury	-	60,000.00	60,000.00	-	33,179.19	33,179.19	-	49,375.66	49,375.66
890-898 Agency-Non Treasury	-	-	-	-	3,918,873.28	3,918,873.28	-	3,753,989.62	3,753,989.62
	26,139,689.00	50,403,167.00	76,542,856.00	23,919,044.92	48,614,694.08	72,533,739.00	22,948,450.08	47,159,727.24	70,108,177.32

Change Order No. **1 & Final**CONTRACT: **2900**ORDINANCE NO. **18-054**Contractor: **Rising Son company, LLC**
4490 McNaull Road Mansfield, OH 44903STREET OR LOCATON OF WORK: **West Market Street Sewer Replacement Project**

Order is hereby issued and accepted for the following additions to or deductions from the quantities as specified in the original contract.

Bid Item No.	ODOT Item No.	Plan Quantity	Actual Quantity	Difference in Quantity	Unit	Description	Unit Price	Bid Price	Total ADDITION	Total DEDUCT
1	611	9.00	7.00	-2.00	EA	Inserta Tee for reconnection of 6" existing sewer laterals	\$154.00	\$1,386.00		-\$308.00
2	611	290.00	289.00	-1.00	LF	24" Type B Conduit Combined Sewer SDR35-includes ferncos, ba	\$157.00	\$45,530.00		-\$157.00
3	611	45.00	34.59	-10.41	LF	6" Type B Conduit-SDR35 sewer later repair including wye, fernco	\$155.00	\$6,975.00		-\$1,613.55
4	614	1.00	1.00	0.00	LS	Maintaining Traffic	\$2,000.00	\$2,000.00		
5	623	1.00	1.00	0.00	LS	Construction Layout Stakes	\$1,500.00	\$1,500.00		
6	624	1.00	1.00	0.00	LS	Mobilization	\$5,000.00	\$5,000.00		
7	MISC	1.00	0.00	-1.00	LS	Contingency-to be used as directed by the Engineer	\$3,000.00	\$3,000.00		-\$3,000.00
Change Order 1 Items for additional excavation, pipe removal and pavement repair										
CO1	ITEM1	0.00		564.00	TN	ODOT 304 backfill material & delivery fees	\$13.95		\$7,867.80	
CO1	ITEM2	0.00		34.00	Loads	Additional dumping fees for spoils	\$30.00		\$1,020.00	
CO1	ITEM3	0.00		1.00	LS	Labor & Equipment for ODOT 304 backfill material	\$3,796.20		\$3,796.20	
CO1	ITEM4	0.00		25.50	CY	Additional Class C concrete for trench repair	\$132.00		\$3,366.00	
CO1	ITEM5	0.00		1.00	LS	Labor & Equipment for concrete trench repair	\$1,000.00		\$1,000.00	
CO1	ITEM6	0.00		13.03	CY	Additional Asphalt trench repair-placed & finished	\$380.00		\$4,950.00	
Totals=							\$65,391.00	\$22,000.00		-\$5,078.55



DEPARTMENT OF PUBLIC WORKS

222 Meigs Street
Sandusky, Ohio 44870
419.627.5829
www.ci.sandusky.oh.us

To: City Manager, Eric Wobser

From: Todd Gibson, Facilities & Properties Supervisor

Date: June 13, 2018

Subject: Commission Agenda Item – Permission to dispose of unneeded vehicle

ITEM FOR CONSIDERATION: Legislation authorizing the approval to dispose of one (1) 2002 Ford Crown Victoria vehicle, pursuant to Section 25 of the City Charter.

BACKGROUND INFORMATION: It has been determined by the Fleet Maintenance Chief Foreman that the vehicle listed above is no longer of any use to the City. The 2002 Ford, VIN #2FAFP71W92X142939, mileage 136,959, was purchased and used by the Sandusky Police Department for its entire service life. The vehicle was last used as a K-9 unit and still has the K-9 containment system in it. It is requested that the vehicle be sold as is on GovDeals, an internet auction site for government entities.

BUDGETARY INFORMATION: Proceeds from the sale of the vehicle will be placed into the City's Issue 8 Capital Projects Fund - Vehicles, Facilities & Equipment.

ACTION REQUESTED: It is requested that the proper legislation be prepared and approval be granted to dispose of the vehicle listed above. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter in order to allow for the vehicle to be placed on the internet and sold at the earliest opportunity to continue with good housekeeping practices.

I concur with this recommendation:

Eric Wobser
City Manager

Aaron Klein, P.E.
Director

cc: K. Kresser, Commission Clerk; H. Solowiej, Finance Director; J. Harris, Law Director

ORDINANCE NO. _____

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

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

WHEREAS, the following police vehicle, which was last used as a K-9 unit, has been determined by the Fleet Maintenance Chief Foreman to be beyond its useful life and of no use to the City and is recommending the vehicle be declared obsolete, unnecessary and unfit for City use and it is requested the vehicle be disposed of via www.Govdeals.com, which is an internet auction site for governmental entities:

<u>Year / Make / Model</u>	<u>Vehicle ID Number</u>	<u>Mileage</u>
2002 Ford Crown Victoria	2FAFP71W92X142939	136,959

WHEREAS, the proceeds from the sale of this vehicle will be placed into the Issue 8 Capital Projects Fund - Vehicles, Facilities & Equipment; 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 vehicle to be placed on the internet for auction at the earliest opportunity and to continue with good housekeeping practices; and

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

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

Section 1. This City Commission finds and determines that the vehicle described in the preamble above has become obsolete and are unnecessary and unfit for City use pursuant to Section 25 of the City Charter and the City Manager is authorized and directed to dispose of the vehicle no longer needed for City purposes through internet auction with the proceeds to be placed in the Issue 8 Capital Projects Fund – Vehicles, Facilities & Equipment.

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

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

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

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

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

Passed: June 25, 2018



Department of Planning and Development

222 Meigs St.
Sandusky, OH 44870
Phone: 419.627.5873
Fax: 419.627.5933
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Greg Voltz, Assistant Planner

Date: May 30, 2018

Subject: June 11, 2018 Commission Agenda Item – Approval of the Master Petition, Initial Plan, and Articles of Incorporation for the creation of the Downtown Sandusky Special Improvement District, Inc.

Item for Consideration: Approval of the master petition, including the initial plan for improvements and services to be provided by the Downtown Sandusky Special Improvement District, Inc. and approval of the articles of incorporation.

Purpose: A special improvement district (SID) is an economic development tool that allows private property owners in a self-defined area to establish a program for services or improvements and pay for the program with assessments on all properties in a defined area.

During the planning process for the Sandusky 2018 Strategic Plan there was a call to increase Sandusky's status as a Destination City. The Strategic Plan states, "Support Sandusky Main Street in passing a special improvement district to create a revenue stream to support ongoing maintenance and programming of Downtown Sandusky."

In order to create a SID, private property owners must petition their City Commission to create a SID. The petition must be signed by owners representing 60% or more of the front feet along public streets, alleys, and other rights of way, OR owners representing 75% of the land area.

Beginning in June 2017, Downtown Sandusky Incorporated held a public meeting and met with local stakeholders. It was determined at that time that a SID would be beneficial to the overall aesthetic and appeal of downtown. The property owners initiated a petition process, in which at least 60% of the property owners within the District signed, supporting the formation of a SID and that they approve of the plan for improvements and services to be provided by the SID (plan for improvements and services attached).

This legislation is for the approval of the Master Petition which includes the initial Plan for Improvements and Services to be provided by the Downtown Sandusky Special Improvement District, Inc. pursuant to Ohio Revised Code Chapter 1710. This legislation is also for the approval of the articles of incorporation for the Downtown Sandusky Special Improvement District, Inc. These approvals thereby allow the City of Sandusky to levy assessments on parcels in the District beginning with the tax bill each property receives in January 2019 and continuing for a five-year period of time to terminate with the final tax bill received in 2023. If the City Commission approves the Master Petition, services will be provided beginning May 1, 2019, for a five-year period of time and terminate on April 30, 2024.

Budgetary Impact: There is no budgetary impact.

Action Requested: It is requested that proper legislation be prepared to approve the master petition, initial plan for public services, and articles of incorporation for the creation and governance of the downtown Sandusky Special Improvement District, Inc. under Ohio Revised Code Chapter 1710.

I concur with this recommendation:

Eric Wobser
City Manager

Angela Byington
Planning Director

cc: Kelly Kresser, Clerk of City Commission
Hank Solowiej, Finance Director
Matt Lasko, Chief Development Officer
Justin Harris, City Law Director

RESOLUTION NO. _____

A RESOLUTION APPROVING THE MASTER PETITION, INITIAL PLAN FOR PUBLIC SERVICES, AND ARTICLES OF INCORPORATION FOR THE CREATION AND GOVERNANCE OF THE DOWNTOWN SANDUSKY SPECIAL IMPROVEMENT DISTRICT, INC. UNDER OHIO REVISED CODE CHAPTER 1710.

WHEREAS, pursuant to Ohio Revised Code Chapter 1710, a Special Improvement District (SID) may be created within the boundaries of a municipal corporation for the purpose of developing and implementing plans for public improvements and public services; and

WHEREAS, a Special Improvement District is created upon the petition of private property owners to the municipal corporation with the petition being signed by owners representing 60% or more of the front feet along public streets, alleys, and other rights-of-way, or owners representing 75% of the land area, and the City, being a municipal corporation owning property within the downtown, may participate as a “private property owner” in the creation of the Special Improvement District; and

WHEREAS, during the process for the Sandusky 2018 Strategic Plan there was a desire to increase Sandusky’s status as a Destination City and the Plan states to support Sandusky Main Street in passing a Special Improvement District to create a revenue stream to support ongoing maintenance and programming of Downtown Sandusky; and

WHEREAS, pursuant to O.R.C. Chapter 1710, a Master Petition of private property owners representing 60% or more of the front feet along public streets, along with an initial plan, proposed Articles of Incorporation are being presented to the City’s legislative body for approval or disapproval; and

WHEREAS, City Commission approval of the proposed Master Petition, initial Plan, and Articles of Incorporation will allow for the creation of the Special Improvement District and thereby allow the City to levy special assessments within the boundaries to pay for the costs of the initial plan for a five-year period beginning on May 1, 2019, and terminating on April 30, 2024; and

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

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

Section 1. This City Commission approves the Master Petition, including the initial plan for public services, and further approves the Articles of Incorporation for the creation and governance of the Downtown Sandusky Special Improvement District, Inc., copies of which are attached to this Resolution and marked Exhibits “1” and “2” and are specifically incorporated as if fully rewritten

herein and on file with the Clerk of the City Commission and

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

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

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

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

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

Passed: June 25, 2018 (effective after 30 days)

IMPORTANT INFORMATION ABOUT THIS PETITION

You are being asked to execute a Petition to Create the Downtown Sandusky Special Improvement District, Inc. (the “District”) and approve a levy and Plan for Services (the “Plan”), pursuant to Chapter 1710 of the Ohio Revised Code. The services to be provided are described and shown in the attached Plan, labeled Exhibit “A.”

The attached Plan asks the City of Sandusky to levy assessments on parcels in the District beginning with the tax bill each property receives in January 2019 and continuing for a five-year period of time to terminate with the final tax bill received in 2023. Services will be provided beginning May 1, 2019, for a five-year period of time and terminate on April 30, 2024.

One petition will be used to create the District and approve the Plan. If a sufficient number of property owners approve it, this petition will result in a levy of assessments against properties in the District using an assessment formula described in the Plan (the “Formula”).

District boundaries will include all parcels of property in an area where the following number of property owners execute the Petition meeting at least one of the following two thresholds:

- Those representing at least 60% of the front feet along public rights of way, OR
- Those representing 75% of the square footage of real property.

At this time, the boundaries of the District are unknown. Ideally, they will include properties in the “Preliminary Boundary”. A map and list of parcels within the Preliminary Boundary are attached as Exhibit “B” and Exhibit “C”, respectively.

When circulation of this petition has been concluded, each property owner who has executed the Petition will be advised of the actual boundaries of the District and the petition will be presented to the Mayor and City Commission. You may withdraw your signature from the petition at any time prior to its presentation to the City.

If and after the Mayor and City Commission approve this petition, you should expect the following:

1. A new, nonprofit corporation will be formed.
2. All of the property owners in the District will be members of the nonprofit corporation and will elect a Board of Trustees comprised of property owners and at least two representatives of the City.
3. An assessment will be levied against all of the properties in the District. The assessments will be collected, beginning in 2019, in the same manner as real estate taxes and forwarded to the nonprofit corporation to pay the costs of providing the improvements and/or services set forth in the Plan. Property owners in the District remain in control of the use of the assessment monies.

**PETITION FOR CREATION
OF THE
DOWNTOWN SANDUSKY SPECIAL IMPROVEMENT DISTRICT**

To: Mayor of the City of Sandusky
Dennis E. Murray, Jr.

and

Sandusky City Commission
Dennis E. Murray, Jr., President
Richard R. Brady, Vice President
Nikki Lloyd
Greg Lockhart
C. Wesley Poole
Naomi R. Twine
Dave Waddington

The undersigned do hereby respectfully petition to create the Downtown Sandusky Special Improvement District (the "District") and to approve a levy and Plan for Services (the "Plan") pursuant to Chapter 1710 of the Ohio Revised Code. The boundaries of the District, services under the Plan, and area within which the Plan will be executed are described and shown in the attached Exhibits "A" and "B." Each of the undersigned is the owner, or the authorized signatory of the owner, of the property or properties set forth below, which comprise 60% or more of the front footage of property abutting upon the streets, alleys, public roads, places, boulevards, parkways, park entrances, easements and other public improvements situated in the District or 75% or more of the square footage of real property situated in the District.

The undersigned acknowledge that the District shall be managed and administered by Downtown Sandusky Special Improvement District, Inc., an Ohio nonprofit corporation to be formed for such purpose. The undersigned further acknowledge that the approval of the Petition will permit the following:

- (1) the undersigned to incorporate the District;
- (2) the property owners in the District to elect a Board of Trustees;
- (3) the levy of an annual assessment on parcels within the District calculated by using the Formula described in the Plan that will, on parcels shown within the Boundary, result in total annual assessments of \$114,643.99-\$118,148.08 or greater as property valuations change on a year to year basis;
- (4) total annual assessments will be proportionately greater or smaller than \$114,643.99-\$118,148.08 if the District includes parcels other than those shown within the Boundary; and
- (5) the exercise of discretion by trustees of the District on how to allocate funds among the services set forth in the Plan.

EXHIBIT A | SERVICES PLAN DOWNTOWN SANDUSKY SPECIAL IMPROVEMENT DISTRICT

Background

Due to a desire to improve the appearance of the District and increase promotion and marketing, several property owners in Downtown Sandusky asked Downtown Sandusky, Inc. (DSI) to circulate a petition to create a SID that will provide services to help with these issues. Beginning in the Spring of 2017, DSI began interviewing property owners and holding/attending public meetings to gauge the interest of other property owners within the district. Based on that work, this petition was created.

A SID is a self-help tool, governed by Chapter 1710 of the Ohio Revised Code, allowing property owners within a self-defined district to organize and assess themselves the cost of providing area-wide services. If owners representing 60% of the front feet along public streets and alleys within a district agree to create a SID and provide services, then all owners within the district are required to contribute their fair share of the cost.

Summary of Base Services Plan

The Downtown Sandusky Special Improvement District, Inc. ("District") proposes a Plan for Services ("Services Plan"), to commence May 1, 2019, and expire after April 30, 2024. The Base Services Plan will provide for environmental maintenance, supplemental security, and member services.

The Services Plan will be funded by an annual assessment on property within the District of \$114,643.99, plus unrestricted contributions from exempt property owners and businesses. The annual assessment of the annual assessment will be distributed according to the market value of each tax parcel as determined by the Erie County Auditor, subject to additional provisions described in this Services Plan.

Plan for Base Services

The District intends to deliver the following services, as determined from time to time by the District's board of trustees:

Environmental Maintenance

Services that make the District cleaner and control litter on publicly-owned sidewalks and publicly-owned connecting pedestrian spaces, for example:

- Washing and power washing of sidewalks and other pedestrian rights of way;
- Washing and power washing of public telephones, benches, trash containers, and other fixtures in pedestrian rights of way;
- Removal of weeds and litter;
- Sidewalk sweeping;
- Sweeping and washing of pedestrian rights of way, as needed, to remove vomit, urine, beverage spills, and other organic materials;

- Graffiti removal from fixtures in pedestrian rights of way;
- Graffiti removal from the pedestrian level of building facades that front public streets and alleys;
- Limited snow and ice removal in areas that are not the responsibility of property owners or the City of Sandusky, for example, crosswalks at street curbs and storm sewer openings and grates; and
- Systems to report and correct the failure of public and private entities to deliver services or maintain property, including the City of Sandusky, private property owners, private trash collectors, and other service providers.

Supplemental Security

Services that make the District safer and improve perceptions of safety, for example:

- Radio-equipped and uniformed foot and bicycle patrols;
- Community “ambassador” services for the general public, including directions, assistance, general information, and hospitality;
- Surveillance to assist in the intervention and prevention of crime;
- Efforts to reduce panhandling, public consumption of alcohol, inebriates, and intimidating behavior;
- Deployment of a uniformed presence to improve perception of safety;
- Crime advisories;
- Crime prevention advice, literature, and programs; and
- Communication services among street-level commercial tenants.

Member Services

Services and information management designed to increase appreciation for downtown, strengthen the cohesiveness of the District, and improve communication among members of the District and governmental or quasi-governmental agencies; for example:

- Access to data and information collected by the District;
- Aggregate purchasing of common-area services not furnished by the District;
- Advocacy of property owner interests to governmental and quasi-public entities;
- Membership lists; and
- Assistance as needed in response to requests by members.

Budget

A final budget will be established by a Board of Trustees elected by property owners within the SID. The budget will be determined when the District’s boundaries are finalized. The petition identifies a preliminary budget of \$114,643.99 per year on parcels within the Preliminary Boundaries. Trustees will be given discretion on how to allocate funds among the services to be provided. Trustees will produce an annual report for members of the District, describing how funds are allocated. Trustees will survey members annually to secure broad input about how to allocate funds.

Area to Be Served

Unless otherwise directed by the District's board of trustees, services for properties that are exempt from District assessments under Chapter 1710 of the Ohio Revised Code will be provided only if such properties have requested inclusion in the District or have committed to voluntary payments, in lieu of being included in the District, for each service to be provided. Properties outside the District may contract with the District to provide services, provided that the contract price covers the full cost of providing such services.

The Services Plan will be executed within the Preliminary Boundary shown in the map in the attached Exhibit B and include the parcels in the attached Exhibit C.

Method of Assessment

Pursuant to Ohio Revised Code Section 1710.06, each member's special assessment will be in proportion to the benefits which may result from the Services Plan.

The determination of each member's special assessment for each calendar year of the Services Plan shall be made as of May 1 of the preceding calendar year, as described in the following paragraph. The value of real property and improvements of each tax parcel shall be the total market value as shown on the records of the Erie County Auditor. The front feet of each tax parcel shown on the records of the Erie County Auditor shall be presumed to be accurate, unless and until rebutted by more accurate information.

The following formula will be used to levy an assessment on individual parcels that is in proportion to the benefits which may result from the Services Plan:

Commercial Properties, as identified by each parcel's Land Use Classification

Years 1-5: .1925% of the parcel's Total Market Value

Residential Properties, as defined by each parcel's Land Use Classification:

Year 1: .1575% of the parcel's Total Market Value

Year 2: .159862% of the parcel's Total Market Value

Year 3: .162225% of the parcel's Total Market Value

Year 4: .164588% of the parcel's Total Market Value

Year 5: .16695% of the parcel's Total Market Value

Term of Assessment and Base Services Plan

Assessments on parcels in the District will begin with the tax bill each property receives in January 2019 and will continue for a five-year period of time and terminate with the final tax bill received in 2023. Services will be provided beginning May 1, 2019, for a five-year period of time and terminate on April 30, 2024.

EXHIBIT B | MAP
DOWNTOWN SANDUSKY SPECIAL IMPROVEMENT DISTRICT

The Services Plan will be executed within the area shown in the map below:

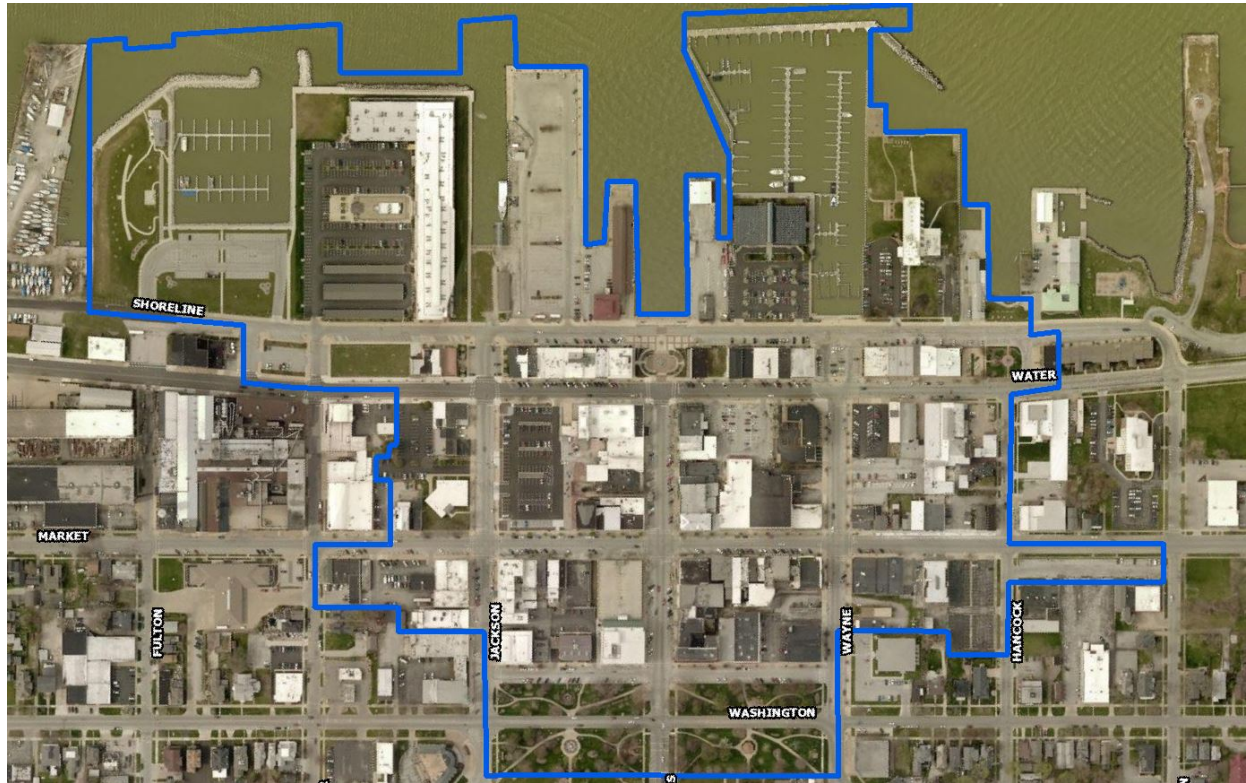


EXHIBIT C | PARCELS
DOWNTOWN SANDUSKY SPECIAL IMPROVEMENT DISTRICT

The parcels within the Boundary include:

56-00051.000	56-00367.000	56-00965.000	56-01174.022	56-01174.070
56-00077.000	56-00369.000	56-00970.000	56-01174.023	56-01174.071
56-00078.000	56-00370.000	56-00971.000	56-01174.024	56-01174.072
56-00079.000	56-00387.000	56-00980.000	56-01174.025	56-01174.073
56-00080.000	56-00399.000	56-00981.000	56-01174.026	56-01174.074
56-00082.000	56-00400.000	56-00987.000	56-01174.027	56-01174.075
56-00103.000	56-00434.000	56-00988.000	56-01174.028	56-01174.076
56-00105.000	56-00435.000	56-00989.000	56-01174.029	56-01174.077
56-00108.000	56-00437.000	56-00990.000	56-01174.030	56-01174.078
56-00119.000	56-00438.000	56-00991.000	56-01174.031	56-01174.079
56-00126.000	56-00439.000	56-00992.000	56-01174.032	56-01174.080
56-00126.001	56-00477.000	56-00993.000	56-01174.033	56-01174.081
56-00128.000	56-00490.000	56-00994.000	56-01174.034	56-01174.082
56-00131.000	56-00499.000	56-00998.000	56-01174.035	56-01174.159
56-00146.000	56-00505.000	56-00999.000	56-01174.036	56-01174.160
56-00147.000	56-00519.000	56-01000.000	56-01174.037	56-01174.161
56-00148.000	56-00520.000	56-01024.000	56-01174.038	56-01174.162
56-00152.000	56-00521.000	56-01026.000	56-01174.039	56-01174.163
56-00152.001	56-00526.000	56-01067.000	56-01174.040	56-01174.164
56-00153.000	56-00527.000	56-01068.000	56-01174.041	56-01174.165
56-00170.000	56-00528.000	56-01071.000	56-01174.042	56-01174.166
56-00170.001	56-00528.001	56-01098.000	56-01174.043	56-01174.167
56-00174.000	56-00577.000	56-01112.000	56-01174.044	56-01174.168
56-00175.000	56-00603.000	56-01115.000	56-01174.045	56-01174.169
56-00183.000	56-00615.000	56-01126.000	56-01174.046	56-01174.170
56-00184.000	56-00679.000	56-01142.000	56-01174.047	56-01174.171
56-00260.000	56-00710.000	56-01147.000	56-01174.048	56-01174.172
56-00274.000	56-00711.000	56-01167.000	56-01174.049	56-01174.173
56-00275.000	56-00713.000	56-01169.000	56-01174.050	56-01174.174
56-00276.000	56-00772.000	56-01174.000	56-01174.051	56-01174.175
56-00283.000	56-00801.000	56-01174.003	56-01174.052	56-01174.176
56-00330.000	56-00802.000	56-01174.004	56-01174.053	56-01174.177
56-00341.000	56-00813.000	56-01174.005	56-01174.054	56-01174.178
56-00343.000	56-00816.000	56-01174.006	56-01174.055	56-01174.179
56-00351.000	56-00817.000	56-01174.007	56-01174.056	56-01174.180
56-00353.001	56-00845.000	56-01174.008	56-01174.057	56-01174.181
56-00353.002	56-00846.000	56-01174.010	56-01174.058	56-01174.182
56-00353.003	56-00856.000	56-01174.011	56-01174.059	56-01174.183
56-00353.004	56-00891.000	56-01174.012	56-01174.060	56-01174.184
56-00353.005	56-00895.000	56-01174.013	56-01174.061	56-01174.185
56-00353.006	56-00896.000	56-01174.014	56-01174.062	56-01174.186
56-00353.007	56-00913.000	56-01174.015	56-01174.063	56-01174.187
56-00353.008	56-00915.000	56-01174.016	56-01174.064	56-01174.188
56-00353.009	56-00920.000	56-01174.017	56-01174.065	56-01174.189
56-00353.010	56-00921.000	56-01174.018	56-01174.066	56-01174.190
56-00353.011	56-00932.000	56-01174.019	56-01174.067	56-01174.191
56-00353.012	56-00933.000	56-01174.020	56-01174.068	56-01174.192
56-00354.000	56-00947.000	56-01174.021	56-01174.069	56-01174.193

56-01174.194	56-01174.247	56-60823.000
56-01174.195	56-01174.248	56-61007.000
56-01174.196	56-01174.249	56-61045.000
56-01174.197	56-01174.250	56-61357.000
56-01174.198	56-01174.251	56-64001.000
56-01174.199	56-01174.252	56-64002.000
56-01174.200	56-01174.253	56-64003.000
56-01174.201	56-01174.254	56-64004.000
56-01174.202	56-01174.255	56-64005.000
56-01174.203	56-01174.256	56-64014.000
56-01174.204	56-01174.257	56-64017.000
56-01174.205	56-01174.258	56-64020.000
56-01174.206	56-01174.259	56-64022.000
56-01174.207	56-01174.260	56-64023.000
56-01174.208	56-01174.261	56-64024.000
56-01174.209	56-01174.262	56-64032.000
56-01174.210	56-01174.263	56-64036.000
56-01174.211	56-01174.264	56-64037.000
56-01174.212	56-01174.265	56-64038.000
56-01174.213	56-01174.266	56-64039.000
56-01174.214	56-01174.267	56-64040.000
56-01174.215	56-01174.268	56-64043.000
56-01174.216	56-01174.269	56-64045.000
56-01174.217	56-01174.270	56-64051.000
56-01174.218	56-01174.271	56-64052.000
56-01174.219	56-01174.272	56-68023.000
56-01174.220	56-01174.273	56-68066.000
56-01174.221	56-01174.274	56-70353.004
56-01174.222	56-01190.000	56-70353.005
56-01174.223	56-01202.000	56-70353.010
56-01174.224	56-01204.000	56-70353.011
56-01174.225	56-01217.000	56-90076.000
56-01174.226	56-01218.000	56-90077.000
56-01174.227	56-01219.000	59-01023.001
56-01174.228	56-01226.000	59-01066.001
56-01174.229	56-01234.000	59-01066.002
56-01174.230	56-01235.000	59-01066.003
56-01174.231	56-01246.000	59-61065.001
56-01174.232	56-01247.000	59-61390.000
56-01174.233	56-01248.000	
56-01174.234	56-01249.000	
56-01174.235	56-01253.000	
56-01174.236	56-01254.000	
56-01174.237	56-01255.000	
56-01174.238	56-01285.000	
56-01174.239	56-01314.000	
56-01174.240	56-01315.001	
56-01174.241	56-01319.000	
56-01174.242	56-01322.000	
56-01174.243	56-01387.000	
56-01174.244	56-01389.000	
56-01174.245	56-60083.000	
56-01174.246	56-60104.000	

**PETITION FOR CREATION
OF THE
DOWNTOWN SANDUSKY SPECIAL IMPROVEMENT DISTRICT**

Continued

This petition may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Date: 5/23/18

Property Owner: CCB SANDUSKY LLC

Authorized Signatory: David R. Lee
(printed name of signatory)

Support for **Services Plan**

X [Signature]
(signature)

Address for notices to Property Owner: PO Box 1862

Sandusky OH 44871

Email for notices to Property Owner: dabier@aol.com

Tax Parcel Number	Parcel Address	Fronts on	Front Footage
56-00505.000	104 COLUMBUS ST	COLUMBUS	22
56-00801.000	127 W MARKET ST	MARKET	22
56-01248.000	110 COLUMBUS ST	COLUMBUS	41
56-01249.000	110 COLUMBUS ST	COLUMBUS	20
TOTAL:			105.00

**PETITION FOR CREATION
OF THE
DOWNTOWN SANDUSKY SPECIAL IMPROVEMENT DISTRICT**

Continued

This petition may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Date:

5/23/18

Property Owner:

HAVINFUN LLC

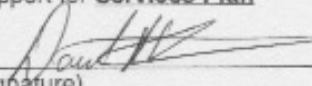
Authorized Signatory:

David A. Bieber

(printed name of signatory)

Support for **Services Plan**

X


(signature)

Address for notices to Property

Owner: P.O. Box 1862

Sandusky, OH

44871

Email for notices to Property Owner:

dabier@aol.com

Tax Parcel Number	Parcel Address	Fronts on	Front Footage
56-00131.000	306 W WATER ST	WATER	33
56-00772.000	101 E WATER ST	WATER	39
56-00813.000	109 E WATER ST	WATER	60
56-61007.000	JACKSON ST	JACKSON	1.5
TOTAL:			133.50

**PETITION FOR CREATION
OF THE
DOWNTOWN SANDUSKY SPECIAL IMPROVEMENT DISTRICT**

Continued

This petition may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Date:

May 22, 2018

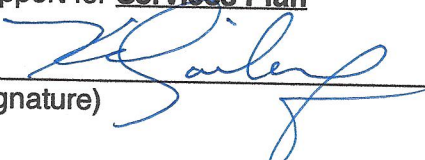
Property Owner:

BLACK EAGLE PROPERTIES INC

Authorized Signatory:

 KENNETH R. BAILEY
(printed name of signatory)

Support for Services Plan

X 
(signature)

Address for notices to Property Owner:

220 WEST MARKET STREET
SANDUSKY OHIO 44870

Email for notices to Property Owner:

KEN@BAILEY.PRO

Tax Parcel Number	Parcel Address	Fronts on	Front Footage
56-01142.000	220 W MARKET ST	MARKET	38
TOTAL:			38.00

**PETITION FOR CREATION
OF THE
DOWNTOWN SANDUSKY SPECIAL IMPROVEMENT DISTRICT**

Continued

This petition may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Date: 5/23/18

Property Owner: CATTIEN LLC

Authorized Signatory: Phuoc Ngo
(printed name of signatory)

Support for **Services Plan**

X
(signature)

Address for notices to Property Owner: 202 Columbus Ave

Sandusky OH 44870

Email for notices to Property Owner: Small City Tap House @ yahoo.com

Tax Parcel Number	Parcel Address	Fronts on	Front Footage
56-00615.000	202 COLUMBUS ST	COLUMBUS	66
56-01067.000	216 COLUMBUS ST	COLUMBUS	65
TOTAL:			131.00

**PETITION FOR CREATION
OF THE
DOWNTOWN SANDUSKY SPECIAL IMPROVEMENT DISTRICT**

Continued


This petition may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Date: 5/17/2018

Property Owner: FSB PROPERTIES LTD

Authorized Signatory: STEVEN H. HAFNER
(printed name of signatory)

Support for **Services Plan**

X 
(signature)

Address for notices to Property Owner: 4218 WINDHAM PLACE S.

SANDUSKY, OH 44870

Email for notices to Property Owner: hafner215@bex.net

Tax Parcel Number	Parcel Address	Fronts on	Front Footage
56-00148.000	145 COLUMBUS ST	COLUMBUS	58
TOTAL:			58.00

**PETITION FOR CREATION
OF THE
DOWNTOWN SANDUSKY SPECIAL IMPROVEMENT DISTRICT**

Continued

This petition may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Date:

2/21/18

Property Owner:

GUNDERSON PROPERTIES LLC

Authorized Signatory:

CYNTHIA GUNDERSON

(printed name of signatory)

Support for **Services Plan**

X

(signature)

Address for notices to Property
Owner:

3548 E. LAKE BEACH CIRCLE
PORT CLINTON, OH 43452

Email for notices to Property Owner:

Cindy@amusementales.com

Tax Parcel Number	Parcel Address	Fronts on	Front Footage
56-00435.000	WAYNE ST	WAYNE	28
56-00437.000	161 E MARKET ST	MARKET	50
56-00438.000	WAYNE ST	WAYNE	95
56-00439.000	151 E MARKET ST	MARKET	67
TOTAL:			240.00

**PETITION FOR CREATION
OF THE
DOWNTOWN SANDUSKY SPECIAL IMPROVEMENT DISTRICT**

Continued

This petition may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Date:

3-23-18

Property Owner:

HARE ROBERT W & CYNTHIA A

Authorized Signatory:

ROBERT W. HARE

CYNTHIA A. HARE

(printed name of signatory)

Support for **Services Plan**

X

(signature)

Address for notices to Property
Owner:

212 E. WATER ST.

SANDUSKY, OH 44870

Email for notices to Property Owner:

bharenet@gmail.com

Tax Parcel Number	Parcel Address	Fronts on	Front Footage
56-01112.000	212 E WATER ST	WATER	30
		TOTAL:	30.00

**PETITION FOR CREATION
OF THE
DOWNTOWN SANDUSKY SPECIAL IMPROVEMENT DISTRICT**

Continued

This petition may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Date:

3-23-18

Property Owner:

SANDUSKY RENAISSANCE PROPERTIES LLC

Authorized Signatory:

ROBERT W. HARE as MANAGER
(printed name of signatory)

Support for Services Plan

X

(signature)

Address for notices to Property
Owner:

PO Box 1070

SANDUSKY, OH 44871-1070

Email for notices to Property Owner:

bharenet@gmail.com

Tax Parcel Number	Parcel Address	Fronts on	Front Footage
56-00126.000	217 E WATER ST	WATER	20
56-00128.000	215 E WATER ST	WATER	48
TOTAL:			68.00

**PETITION FOR CREATION
OF THE
DOWNTOWN SANDUSKY SPECIAL IMPROVEMENT DISTRICT**

Continued

This petition may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Date:

3-23-18

Property Owner:

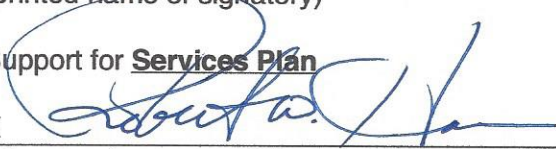
WHAREHOUSE PROPERTIES LLC

Authorized Signatory:

ROBERT W. HARE as Manager
(printed name of signatory)

Support for **Services Plan**

X


(signature)

Address for notices to Property
Owner:

P.O. Box 1070

SANDUSKY, OH 44871-1070

Email for notices to Property Owner:

bharenet@gmail.com

Tax Parcel Number	Parcel Address	Fronts on	Front Footage
56-00603.000	216 E WATER ST	WATER	66
TOTAL:			66.00

**PETITION FOR CREATION
OF THE
DOWNTOWN SANDUSKY SPECIAL IMPROVEMENT DISTRICT**

Continued

This petition may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Date:

3-23-18

Property Owner:

RENAISSANCE TOO LLC

Authorized Signatory:

 **ROBERT W. HARE**
as MANAGER

(printed name of signatory)

Support for **Services Plan**

X

(signature)

Address for notices to Property
Owner:

P.O. Box 1070

SANDUSKY, OH 44871-1070

Email for notices to Property Owner:

bharenet@gmail.com

Tax Parcel Number	Parcel Address	Fronts on	Front Footage
56-01387.000	125 E WATER ST	WATER	33
TOTAL:			33.00

**PETITION FOR CREATION
OF THE
DOWNTOWN SANDUSKY SPECIAL IMPROVEMENT DISTRICT**

Continued

This petition may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Date: 5-11-18

Property Owner: HART JAMES WILLIAMS

Authorized Signatory: James Williams Hart
(printed name of signatory)

Support for **Services Plan**

X [Signature]
(signature)

Address for notices to Property Owner: 165 East Washington Row
Sandusky, Ohio 44870

Email for notices to Property Owner: Jhart@FLYNNPKRUSE.COM

Tax Parcel Number	Parcel Address	Fronts on	Front Footage
56-00913.000	237 W WASHINGTON ROW	WASHINGTON	93
		TOTAL:	93.00

**PETITION FOR CREATION
OF THE
DOWNTOWN SANDUSKY SPECIAL IMPROVEMENT DISTRICT**

Continued

This petition may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Date: April 16, 2018

Property Owner: WASHINGTON BUILDING INC

Authorized Signatory: James W. Hart
(printed name of signatory)

Support for **Services Plan**

X James W. Hart, President of Washington,
(signature) Build, Inc

Address for notices to Property Owner: 105 East Washington Row
Sandusky, OH 44870

Email for notices to Property Owner: JHART@FLYNNPKRUSE.COM

Tax Parcel Number	Parcel Address	Fronts on	Front Footage
56-00947.000	165 E WASHINGTON ROW	WASHINGTON	100
TOTAL:			100.00

**PETITION FOR CREATION
OF THE
DOWNTOWN SANDUSKY SPECIAL IMPROVEMENT DISTRICT**

Continued

This petition may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Date:

Property Owner:

WAGNER BUILDING LLC

Authorized Signatory:

(printed name of signatory)

Support for **Services Plan**

x Meghan Hogrefe
(signature)

Address for notices to Property
Owner:

5235 Castle Hills Dr.
San Diego, CA 92109

Email for notices to Property Owner:

mhogrefe@h2productions.co

Tax Parcel Number	Parcel Address	Fronts on	Front Footage
56-01024.000	246 E MARKET ST	MARKET	66.62
TOTAL:			66.62

**PETITION FOR CREATION
OF THE
DOWNTOWN SANDUSKY SPECIAL IMPROVEMENT DISTRICT**

Continued

This petition may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Date:

Property Owner:

HUNTLEY BUILDING LLC

Authorized Signatory:

(printed name of signatory)

Support for **Services Plan**

X *Meghan Magrini*
(signature)

Address for notices to Property
Owner:

5235 CASTLE HILLS DR.

SAN DIEGO, CA 92109

Email for notices to Property Owner:

mhmgrini@h2productions.co

Tax Parcel Number	Parcel Address	Fronts on	Front Footage
56-00816.000	133 E MARKET ST	MARKET	92
		TOTAL:	92.00

**PETITION FOR CREATION
OF THE
DOWNTOWN SANDUSKY SPECIAL IMPROVEMENT DISTRICT**

Continued

This petition may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Date:

Property Owner:

COOKE BUILDING LLC

Authorized Signatory:

(printed name of signatory)

Support for **Services Plan**

x

(signature)

Address for notices to Property
Owner:

5235 Castle Hills Dr.

San Diego, CA 92109

Email for notices to Property Owner:

mhaydel@ha productions.co

Tax Parcel Number	Parcel Address	Fronts on	Front Footage
56-00527.000	154 COLUMBUS ST	COLUMBUS	66
56-00528.000	162 COLUMBUS ST	COLUMBUS	66
TOTAL:			132.00

**PETITION FOR CREATION
OF THE
DOWNTOWN SANDUSKY SPECIAL IMPROVEMENT DISTRICT**

Continued

This petition may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Date:

Property Owner:

EAST WATER PROJECT LLC

Authorized Signatory:

(printed name of signatory)

Support for **Services Plan**

x *Meghan Hoge*
(signature)

Address for notices to Property Owner:

5235 CASTLE HILLS DR.

SAN DIEGO, CA 92109

Email for notices to Property Owner:

mhoger@hoproducts.co

Tax Parcel Number	Parcel Address	Fronts on	Front Footage
56-01322.000	305 E WATER ST	WATER	76
		TOTAL:	76.00

**PETITION FOR CREATION
OF THE
DOWNTOWN SANDUSKY SPECIAL IMPROVEMENT DISTRICT**

Continued

This petition may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Date:

Property Owner:

WATERS EDGE BUILDING LLC

Authorized Signatory:

(printed name of signatory)

Support for **Services Plan**

x

(signature)

Meghan Ideguchi

Address for notices to Property
Owner:

5235 Castle Hills Dr.

San Diego, CA 92109

Email for notices to Property Owner:

mideguchi@h2productions.co

Tax Parcel Number	Parcel Address	Fronts on	Front Footage
56-00932.000	W WATER ST	WATER	33
56-00933.000	201 W WATER ST	WATER	50
TOTAL:			83.00

**PETITION FOR CREATION
OF THE
DOWNTOWN SANDUSKY SPECIAL IMPROVEMENT DISTRICT**

Continued

This petition may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Date:

Property Owner:

SHORELINE BUILDING LLC

Authorized Signatory:

(printed name of signatory)

Support for **Services Plan**

X *Mughan Kogrupe*
(signature)

Address for notices to Property
Owner:

3235 Castle Hills Dr.

San Diego, CA 92109

Email for notices to Property Owner:

mhogrupe@k2productions.ca

Tax Parcel Number	Parcel Address	Fronts on	Front Footage
56-00080.000	225 E WATER ST	WATER	49.5
		TOTAL:	49.50

**PETITION FOR CREATION
OF THE
DOWNTOWN SANDUSKY SPECIAL IMPROVEMENT DISTRICT**

Continued

This petition may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Date: 5-18-2018

Property Owner: JBRIV PROPERTIES LLC

Authorized Signatory: Mary Jane S. Hill
(printed name of signatory)

Support for **Services Plan**

x Mary Jane S. Hill President
(signature)

Address for notices to Property Owner: 165 E. WASHINGTON Row
Sandusky, Ohio 44870

Email for notices to Property Owner: _____

Tax Parcel Number	Parcel Address	Fronts on	Front Footage
56-00077.000	207 E WATER ST	WATER	16
56-00078.000	209 E WATER ST	WATER	16
56-00490.000	211 W WATER ST	WATER	23
56-00845.000	279 E MARKET ST	MARKET	24
56-01167.000	231 E MARKET ST	MARKET	33
TOTAL:			112.00

**PETITION FOR CREATION
OF THE
DOWNTOWN SANDUSKY SPECIAL IMPROVEMENT DISTRICT**

Continued

This petition may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Date: 5-24-18

Property Owner: MAPLE CITY BUILDERS LLC

Authorized Signatory: JEFFREY G. HIPA
(printed name of signatory)

Support for Services Plan

x [Signature]
(signature)

Address for notices to Property Owner: 371 CLEVELAND RD
NORWALK OHIO 44857

Email for notices to Property Owner: JEFFHIPA@MAPLECITYKE.NET

Tax Parcel Number	Parcel Address	Fronts on	Front Footage
56-01253.000	135 E WASHINGTON ROW	WASHINGTON	67
56-01254.000	E WASHINGTON ROW	WASHINGTON	39
56-01255.000	E WASHINGTON ROW	WASHINGTON	32
TOTAL:			138.00

**PETITION FOR CREATION
OF THE
DOWNTOWN SANDUSKY SPECIAL IMPROVEMENT DISTRICT**

Continued

This petition may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Date:

3/20/18

Property Owner:

MURRAY & CO MARINA INC

Authorized Signatory:

Leslie Murray
(printed name of signatory)

Support for **Services Plan**

X

(signature)

Address for notices to Property
Owner:

111 E Shoreline Dr
Sandusky OH 44870

Email for notices to Property Owner:

Leslie@murrayandmurray.com
mm@murrayandmurray.com

Tax Parcel Number	Parcel Address	Fronts on	Front Footage
56-01389.000	111 E SHORELINE DR	SHORELINE	385
TOTAL:			385.00

**PETITION FOR CREATION
OF THE
DOWNTOWN SANDUSKY SPECIAL IMPROVEMENT DISTRICT**

Continued

This petition may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

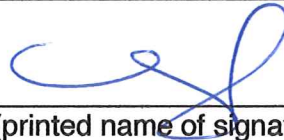
Date:

2/23/18

Property Owner:

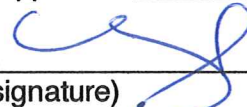
TIER 3 LLC

Authorized Signatory:

 Nicole Lloyd
(printed name of signatory)

Support for **Services Plan**

X


(signature)

Address for notices to Property
Owner:

316 E Water St

Sandusky OH 44870

Email for notices to Property Owner:

nikki@hotelkilbourne.com

Tax Parcel Number	Parcel Address	Fronts on	Front Footage
56-00079.000	223 E WATER ST	WATER	42
TOTAL:			42.00

**PETITION FOR CREATION
OF THE
DOWNTOWN SANDUSKY SPECIAL IMPROVEMENT DISTRICT**

Continued

This petition may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Date:

Property Owner:

PARADISO MANAGEMENT LLC

Authorized Signatory:

(printed name of signatory)

Support for **Services Plan**

X

(signature)

Address for notices to Property Owner:

165 JACKSON ST

SANDUSKY OH

Email for notices to Property Owner:

Tim@TheAshleyGroup.com

Tax Parcel Number	Parcel Address	Fronts on	Front Footage
56-01169.000	165 JACKSON ST	JACKSON	192
TOTAL:			192.00

**PETITION FOR CREATION
OF THE
DOWNTOWN SANDUSKY SPECIAL IMPROVEMENT DISTRICT**

Continued

This petition may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Date: MAY 10, 2018

Property Owner: SANDUSKY NEWSPAPERS INC

Authorized Signatory: RONALD WAITE
(printed name of signatory)

Support for **Services Plan**

X Ronald Waite
(signature)

Address for notices to Property Owner: 314 W MARKET ST
SANDUSKY OH 44870

Email for notices to Property Owner: ronwaite@sanduskyregister.com

Tax Parcel Number	Parcel Address	Fronts on	Front Footage
56-00987.000	JACKSON ST	MARKET	40
56-00988.000	JACKSON ST	MARKET	25
56-00989.000	W MARKET ST	MARKET	33
56-00990.000	314 W MARKET ST	MARKET	25
56-00991.000	314 W MARKET ST	MARKET	33
56-00992.000	314 W MARKET ST	MARKET	33
56-00993.000	314 W MARKET ST	MARKET	44
56-00994.000	JACKSON ST	JACKSON	66
TOTAL:			299.00

**PETITION FOR CREATION
OF THE
DOWNTOWN SANDUSKY SPECIAL IMPROVEMENT DISTRICT**

Continued

This petition may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Date: 4-10-18

Property Owner: SANDUSKY STATE THEATRE

Authorized Signatory: Chris Parthemore
(printed name of signatory)

Support for **Services Plan**

X [Signature]
(signature)

Address for notices to Property Owner: 107 Columbus Ave

Sandusky OH 44870

Email for notices to Property Owner: chr3p@sanduskystate.com

Tax Parcel Number	Parcel Address	Fronts on	Front Footage
56-60083.000	123 COLUMBUS ST	COLUMBUS	61.8
56-61045.000	107 COLUMBUS ST	COLUMBUS	89
56-64005.000	W WATER ST	WATER	52
TOTAL:			202.80

**PETITION FOR CREATION
OF THE
DOWNTOWN SANDUSKY SPECIAL IMPROVEMENT DISTRICT**

Continued

This petition may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Date: 4-23-18

Property Owner: CABLE BLOCK LLC

Authorized Signatory: ABUE A. STEINEMAN
(printed name of signatory)

Support for ~~Services Plan~~

X [Signature]
(signature)

Address for notices to Property
Owner:

165 E. WATER ST
SANDUSKY 44870

Email for notices to Property Owner:

CABLE @ STEIN-HAR.COM

Tax Parcel Number	Parcel Address	Fronts on	Front Footage
56-01115.000	165 E WATER ST	WATER	66
TOTAL:			66.00

**PETITION FOR CREATION
OF THE
DOWNTOWN SANDUSKY SPECIAL IMPROVEMENT DISTRICT**

Continued

This petition may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Date:

5-4-18

Property Owner:

WINDAU HOLDINGS LTD

Steve Windau

Authorized Signatory:

Ed Windau

(printed name of signatory)

Support for Services Plan

X

(signature)

Ed Windau

Address for notices to Property
Owner:

Email for notices to Property Owner:

Tax Parcel Number	Parcel Address	Fronts on	Front Footage
56-00126.001	E WATER ST	WATER	19
56-01285.000	221 E WATER ST	WATER	44
TOTAL:			63.00

**PETITION FOR CREATION
OF THE
DOWNTOWN SANDUSKY SPECIAL IMPROVEMENT DISTRICT**

Continued

This petition may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Date: 4-10-18

Property Owner: SANDUSKY STATE THEATRE

Authorized Signatory: Chris Parthemore
(printed name of signatory)

Support for **Services Plan**

X [Signature]
(signature)

Address for notices to Property Owner: 107 Columbus Ave

Sandusky OH 44870

Email for notices to Property Owner: chr3p@sanduskystate.com

Tax Parcel Number	Parcel Address	Fronts on	Front Footage
56-60083.000	123 COLUMBUS ST	COLUMBUS	61.8
56-61045.000	107 COLUMBUS ST	COLUMBUS	89
56-64005.000	W WATER ST	WATER	52
TOTAL:			202.80

**PETITION FOR CREATION
OF THE
DOWNTOWN SANDUSKY SPECIAL IMPROVEMENT DISTRICT**

Continued

This petition may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Date:

5/15/2018

Property Owner:

LILLY LOU LIMITED

Authorized Signatory:

Michael J Zujewski
(printed name of signatory)

Support for Services Plan

X
(signature)

Address for notices to Property Owner:

243 E MARKET ST
SANDUSKY OHIO

Email for notices to Property Owner:

Tax Parcel Number	Parcel Address	Fronts on	Front Footage
56-00351.000	243 E MARKET ST	MARKET	33
TOTAL:			33.00

**PETITION FOR CREATION
OF THE
DOWNTOWN SANDUSKY SPECIAL IMPROVEMENT DISTRICT**

Continued

This petition may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Date: 5/25/18

Property Owner: GUTSCHALK JACOB M & BRITTANY M

Authorized Signatory: Jacob M. Gutschalk
(printed name of signatory)

Support for **Services Plan**

X [Signature]
(signature)

Address for notices to Property Owner:

Email for notices to Property Owner: gutschalkrentals@gmail.com

Tax Parcel Number	Parcel Address	Fronts on	Front Footage
56-00710.000	119 HANCOCK ST	HANCOCK	66
56-00711.000	HANCOCK ST	HANCOCK	33
TOTAL:			99.00

**PETITION FOR CREATION
OF THE
DOWNTOWN SANDUSKY SPECIAL IMPROVEMENT DISTRICT**

Continued

This petition may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Date: 5/25/18

Property Owner: GUTSCHALK PROPERTIES LLC

Authorized Signatory: Jacob M. Gutschalk
(printed name of signatory)

Support for **Services Plan**

X [Signature]
(signature)

Address for notices to Property Owner: _____

Email for notices to Property Owner: gutschalkrentals@gmail.com

Tax Parcel Number	Parcel Address	Fronts on	Front Footage
56-00921.000	E MARKET ST	MARKET	58
TOTAL:			58.00

**PETITION FOR CREATION
OF THE
DOWNTOWN SANDUSKY SPECIAL IMPROVEMENT DISTRICT**

Continued

This petition may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Date:

5-23-18

Property Owner:

CROWBAR RENTALS LLC

Authorized Signatory:

Michael Shulick
(printed name of signatory)

Support for **Services Plan**

x Michael Shulick
(signature)

Address for notices to Property
Owner:

208 W Market St Apt

Sandusky, OH 44870

Email for notices to Property Owner:

Crowbar-pride06@yahoo.com

Tax Parcel Number	Parcel Address	Fronts on	Front Footage
56-01204.000	206 W MARKET ST	MARKET	33
		TOTAL:	131.00

**PETITION FOR CREATION
OF THE
DOWNTOWN SANDUSKY SPECIAL IMPROVEMENT DISTRICT**

Continued

This petition may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Date:

Property Owner:

CITY OF SANDUSKY

Authorized Signatory:

ERIC WOBSEY

(printed name of signatory)

Support for **Services Plan**

X

(signature)

Address for notices to Property Owner:

222 MEIGS STREET

SANDUSKY, OH 44870

Email for notices to Property Owner:

EWOBSEY@CI.SANDUSKY.OH.US

Tax Parcel Number	Parcel Address	Fronts on	Front Footage
56-00103.000	JACKSON ST	JACKSON	22
56-00146.000	409 W WATER ST	WATER	200
56-01314.000	JACKSON ST	JACKSON	0
56-01315.001	W SHORELINE DR	SHORELINE	10
56-60104.000	JACKSON ST	JACKSON	35
56-60823.000	134 JACKSON ST	JACKSON	20
56-64001.000	W WATER ST	WATER	33
56-64002.000	W WATER ST	WATER	35
56-64003.000	W WATER ST	WATER	3
56-64004.000	W WATER ST	WATER	33
56-64014.000	E WASHINGTON ROW	WASHINGTON	398
56-64017.000	W WASHINGTON ROW	WASHINGTON	398
56-64020.000	E WASHINGTON ROW	WASHINGTON	398
56-64022.000	E WATER ST	WATER	200
56-64023.000	E WASHINGTON ROW	WASHINGTON	398
56-64024.000	COLUMBUS ST	COLUMBUS	20
56-64032.000	W WATER ST	WATER	37

56-64036.000	JACKSON ST	JACKSON	110
56-64037.000	W WATER ST	WATER	20
56-64038.000	W WATER ST	WATER	20
56-64039.000	W WATER ST	JACKSON	23
56-64040.000	W WATER ST	JACKSON	17.5
56-64043.000	W WATER ST	WATER	20
56-64045.000	WAYNE ST	WAYNE	132
56-64051.000	HANCOCK ST	HANCOCK	264
56-64052.000	W MARKET ST	MARKET	44
56-68066.000	E MARKET ST	MARKET	400
59-01023.001	W WATER	WATER	0
59-01066.001	W SHORELINE DR	SHORELINE	0
59-01066.002	W SHORELINE DR	SHORELINE	0
59-01066.003	W SHORELINE DR	SHORELINE	551
59-61065.001	W SHORELINE DR	SHORELINE	132
59-61390.000	W WATER ST	WATER	133
TOTAL:			4106.50

**PETITION FOR CREATION
OF THE
DOWNTOWN SANDUSKY SPECIAL IMPROVEMENT DISTRICT**

Continued

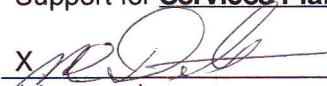
This petition may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Date: May 21, 2018

Property Owner: CASE DEVELOPMENT LLC

Authorized Signatory: Michael DeCesare
(printed name of signatory)

Support for **Services Plan**

X  Managing Member
(signature)

Address for notices to Property Owner: 6606 Father Caruso Dr.

Cleveland, Ohio 44102

Email for notices to Property Owner: casedevelopmentllc@gmail.com

Tax Parcel Number	Parcel Address	Fronts on	Front Footage
56-00146.000	409 W WATER ST	WATER	200
TOTAL:			200.00

**PETITION FOR CREATION
OF THE
DOWNTOWN SANDUSKY SPECIAL IMPROVEMENT DISTRICT**

Continued

This petition may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Date: 5/31/18

Property Owner: SANDCITY LLC

Authorized Signatory: Adelbert Mavros
(printed name of signatory)

Support for **Services Plan**

X [Signature]
(signature)

Address for notices to Property Owner: 38025 Second Street
Willoughby Ohio 44094

Email for notices to Property Owner: _____

Tax Parcel Number	Parcel Address	Fronts on	Front Footage
56-01068.000	COLUMBUS ST	COLUMBUS	80
56-01247.000	234 COLUMBUS ST	COLUMBUS	33
56-68023.000	E WASHINGTON ROW	WASHINGTON	120
TOTAL:			233.00

**PETITION FOR CREATION
OF THE
DOWNTOWN SANDUSKY SPECIAL IMPROVEMENT DISTRICT**

Continued

This petition may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Date:

6-11-18

Property Owner:

~~P H N REAL ESTATE LTD~~

J & J Again, Ltd.

Authorized Signatory:

John M. Hoty Mgr.
(printed name of signatory)

Support for **Services Plan**

X

(signature)

[Signature]

Address for notices to Property Owner:

*

5500 Milan Road #220

SANDUSKY OH 44870

Email for notices to Property Owner:

JM@Hoty.com

Tax Parcel Number	Parcel Address	Fronts on	Front Footage
56-00519.000	428 W MARKET ST	MARKET	44
56-00520.000	422 W MARKET ST	MARKET	33
56-00521.000	DECATUR ST	DECATUR	66
TOTAL:			143.00

Address After 10/1/2018 5003 Milan Road

Data For Parcel 56-00520.000

Sales Data

Parcel: 56-00520.000
Owner: J&J AGAIN LTD
Address: 422 MARKET SANDUSKY OH 44870



[+] Map this property.

Sales

Sale Date	Sale Price	Seller	Buyer	No. Of Properties	Valid Sale	Land Only Sale	Deed Type	Deed Number	Conveyance Number
6/8/2018	\$0.00	PN REAL ESTATE II LLC	J&J AGAIN LTD	3	NO	N	WD-WARRANTY DEED	5600520	41816E
6/8/2018	\$0.00	P H N REAL ESTATE LTD	PN REAL ESTATE II LLC	3	NO	N	WD-WARRANTY DEED	5600520	41815E
12/22/1999	\$0.00	N & Z INVESTMENTS-PARTNER	P H N REAL ESTATE LTD	3	UNKNOWN	N			42615

Report Discrepancy

GIS parcel shapefile last updated 6/8/2018 10:11:18 PM.

The CAMA data presented on this website is current as of 6/10/2018 9:02:42 PM.

**PETITION FOR CREATION
OF THE
DOWNTOWN SANDUSKY SPECIAL IMPROVEMENT DISTRICT**

Continued

This petition may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Date:

6/11/18

Property Owner:

LONESOME WILLOW LLC

Authorized Signatory:

LANCE C. WARNER

(printed name of signatory)

Support for **Services Plan**

X

(signature)

Lance C. Warner

Address for notices to Property
Owner:

1604 East Perkins Ave
Suite 101, Sandusky

Email for notices to Property Owner:

Tax Parcel Number	Parcel Address	Fronts on	Front Footage
56-01217.000	224 WAYNE ST	WAYNE	24
56-01218.000	226 WAYNE ST	WAYNE	33
56-01219.000	WAYNE ST	WAYNE	9
TOTAL:			66.00

**PETITION FOR CREATION
OF THE
DOWNTOWN SANDUSKY SPECIAL IMPROVEMENT DISTRICT**

Continued

This petition may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Date:

6/11/18

Property Owner:

LONESOME CEDAR LTD

Authorized Signatory:

LANCER C. WARNER

(printed name of signatory)

Support for **Services Plan**

X *Lance C. Warner*
(signature)

Address for notices to Property
Owner:

1604 EAST PERKINS
Suite 101, SANDUSKY

Email for notices to Property Owner:

Tax Parcel Number	Parcel Address	Fronts on	Front Footage
56-01190.000	236 WAYNE ST	WAYNE	33
TOTAL:			33.00

**PETITION FOR CREATION
OF THE
DOWNTOWN SANDUSKY SPECIAL IMPROVEMENT DISTRICT**

Continued

This petition may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Date:

6/11/18

Property Owner:

PAGE DEVELOPMENT LLC

Authorized Signatory:

LANCE C. WARNER

(printed name of signatory)

Support for **Services Plan**

X Lance C. Warner
(signature)

Address for notices to Property
Owner:

1604 EAST PERKINS,
Suite 101, Sandusky

Email for notices to Property Owner:

Tax Parcel Number	Parcel Address	Fronts on	Front Footage
56-00354.000	158 E MARKET ST	MARKET	66
TOTAL:			66.00

ARTICLES OF INCORPORATION
FOR
DOWNTOWN SANDUSKY SPECIAL IMPROVEMENT DISTRICT, INC.

FIRST: The name of this corporation is the Downtown Sandusky Special Improvement District, Inc. (hereafter referred to as the “*Corporation*”).

SECOND: The place in the State of Ohio where the Corporation’s principal office will be located is the City of Sandusky, Erie County, Ohio.

THIRD: The Corporation is formed for the following purposes:

- A. To govern a special improvement district (the “*District*”) created pursuant to ORC Chapter 1710.
- B. To encourage and participate in programs that will maintain, improve and build the District as a viable mixed-use business, cultural, residential and recreational community.
- C. To assist the City of Sandusky, Erie County, and other agencies and groups in providing programming which will preserve the economic well-being and opportunities in the Downtown Sandusky area of the City of Sandusky, as defined below;
- D. To engage in any lawful act or activity for which corporations may be formed under ORC Chapter 1702 and amendments thereto, as may be deemed appropriate by the trustees of the Corporation, and to exercise any powers or rights now or hereafter conferred on nonprofit corporations under the laws of the State of Ohio which are in furtherance of any of the purposes for which the Corporation is formed.
- E. To engage in any lawful act or activity for which corporations may be formed under ORC Chapter 1710 and amendments thereto, as may be deemed appropriate by the trustees of the Corporation.
- F. The above enumerated purposes shall be interpreted in connection with the limitation that the Corporation is organized exclusively for charitable, religious, educational and scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “*Code*”).

FOURTH: The name of the special improvement district formed by the Corporation under ORC Chapter 1710 shall be the “Downtown Sandusky Special Improvement District, Inc.”

FIFTH: The territory within the District shall be generally described as that portion of the City of Sandusky, Ohio, which is located within the following area:

- a) Beginning at the corner of Decatur Street and Market Street, and proceeding east along Market Street; then proceeding
- b) North along the westerly boundaries of Erie County Tax Parcels 56.00276.000 and 56-01169.000; then proceeding
- c) West along Water Street; then proceeding
- d) North along the westerly boundary of Erie County Tax Parcel 56-61390.000; then proceeding
- e) West along Shoreline Drive; then proceeding
- f) North along the westerly boundary of Erie County Tax Parcel 56-01066.033; then proceeding
- g) East along the northerly boundaries of Erie County Tax Parcels 56-01066.002, 50-01315.001, 56-01314.000, 56-61357.000, 56-00174.000, 56-9077.000, 56-90076.000, 56-01389.000, 56-00971.000, 56-00970.000, 56-01235.000, and 56-01234.000; then proceeding
- h) South along the easterly boundary of Erie County Tax Parcel 56-01234.000; then proceeding
- i) South along the easterly boundary of Erie County Tax Parcel 56-01322.000; then proceeding
- j) West on Water Street; then proceeding
- k) South along Hancock Street; then proceeding
- l) East along Market Street; then proceeding
- m) South along the easterly boundary of Erie County Tax Parcel 56-68066; then proceeding
- n) West along the southerly boundary of Erie County Tax Parcel 56-68066; then proceeding
- o) South along Hancock Street; then proceeding
- p) West along the southerly boundary of Erie County Tax Parcels 56-64051.000, 56-01024.000, 56-01190.000; then proceeding

- q) South along the westerly boundary of Erie County Tax Parcel 56-00062.000; then proceeding
- r) South along Wayne Street; then proceeding
- s) East along the southerly boundaries of Erie County Tax Parcels 56-64020.00 and 56-64014.000; then proceeding
- t) North along Jackson Street; then proceeding
- u) West along the southerly boundaries of Erie County Tax Parcels 56-00994.000, 56-00989.000, 56-00987.000, 56-01126.000, 56-00520.000, and 56-00521.000; then proceeding
- v) North along Decatur Street.

Certain property within this area may be excluded in accordance with ORC Chapter 1710. A detailed listing of all property included in the District, as identified by its current tax parcel number assigned by the Erie County Auditor's Office, is attached hereto as Exhibit A.

SIXTH: Each owner of real property within the District, other than the State of Ohio, any county, township or municipal corporation, the United States of America or the owners of any Church Property (as such term is defined in ORC Section 1710.02) will be a member of the District ("*Members*"); provided, however, that any such county, township, or municipal corporation, or the owners of any Church Property, as the case may be, shall be Members to the extent (but only to the extent) that they voluntarily submit to the District and to the provisions of Chapter 1710 all or a portion of their real property in the District, as provided by Chapter 1710. Members shall have such voting rights as described in the Code of Regulations of the Corporation.

SEVENTH: The incorporator, whose name and address is set forth at the end of these Articles, plus three (3) temporary Trustees appointed by the incorporator, shall serve as the Board of Trustees until the election of Trustees, which will occur at the first meeting of the entire membership or thereafter at the annual meeting of the District after its creation. From and after the first meeting of the entire membership, the Board of Trustees of the Corporation shall consist of at least seven (7) individuals, one of whom shall be the City Manager of the City of Sandusky, or alternatively an employee of the City of Sandusky who shall serve at the pleasure of the City Manager, one of whom shall be appointed by the Commission of the City of Sandusky, two (2) of whom shall be Members or executive representatives of Members elected by the Members owning residential property, and three

(3) of whom shall the shall be Members or executive representatives of Members elected by the Members owning commercial property.

The Trustees of the Corporation from time to time shall constitute the Board of Directors of the Special Improvement District under Chapter 1710 of the Ohio Revised Code.

EIGHTH: These Articles may be amended only (a) by the vote of Members entitling them to exercise a majority of the voting power on such proposal, who are present at a meeting of Members at which a quorum is present and (b) after receipt of approval of such amendment or amended articles by resolution of the legislative authority of the City of Sandusky, and (c) upon filing of such amendment or amended articles and a certified copy of such resolution with the Ohio Secretary of State.

NINTH: The District is being created by concerned landowners in the district in an effort to strengthen the economic vitality, livability and commerce in the District community. The District is intended to increase the utilization of the district area by businesses and individuals in the Sandusky metropolitan area, thereby better establishing the District area as a livable center of commerce and entertainment which will in return be conducive to the public health, safety, peace, convenience and welfare of the District.

TENTH: No part of the net earnings of the Corporation shall incur to the benefit of, or be distributable to its members, trustees, officers or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article III hereof. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these articles, the Corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Code or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Code.

ELEVENTH: Upon the dissolution of the Corporation, all assets remaining after paying or making provision for the payment of all of the liabilities of the Corporation shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Code or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by the Court of Common Pleas of the County in which the principal office of the

Corporation is then located, exclusively for such purposes or to such organization or organizations as said Court shall determine, which are organized and operated exclusively for such purposes.

TWELFTH: A copy of the City of Sandusky Ordinance No. _____ is attached as Exhibit B as required by Ohio Revised Code 1710.02(D).

Exhibit A

Detailed Listing of All Parcels Included in the District, Identified by Current Tax Parcel Number

56-00051.000	56-00499.000	56-01147.000	56-01174.061	56-01174.198	56-01174.259	56-64040.000
56-00077.000	56-00505.000	56-01167.000	56-01174.062	56-01174.199	56-01174.260	56-64043.000
56-00078.000	56-00519.000	56-01169.000	56-01174.063	56-01174.200	56-01174.261	56-64045.000
56-00079.000	56-00520.000	56-01174.000	56-01174.064	56-01174.201	56-01174.262	56-64051.000
56-00080.000	56-00521.000	56-01174.003	56-01174.065	56-01174.202	56-01174.263	56-64052.000
56-00082.000	56-00526.000	56-01174.004	56-01174.066	56-01174.203	56-01174.264	56-68023.000
56-00103.000	56-00527.000	56-01174.005	56-01174.067	56-01174.204	56-01174.265	56-68066.000
56-00105.000	56-00528.000	56-01174.006	56-01174.068	56-01174.205	56-01174.266	56-70353.004
56-00108.000	56-00528.001	56-01174.007	56-01174.069	56-01174.206	56-01174.267	56-70353.005
56-00119.000	56-00577.000	56-01174.008	56-01174.070	56-01174.207	56-01174.268	56-70353.010
56-00126.000	56-00603.000	56-01174.010	56-01174.071	56-01174.208	56-01174.269	56-70353.011
56-00126.001	56-00615.000	56-01174.011	56-01174.072	56-01174.209	56-01174.270	56-90076.000
56-00128.000	56-00679.000	56-01174.012	56-01174.073	56-01174.210	56-01174.271	56-90077.000
56-00131.000	56-00710.000	56-01174.013	56-01174.074	56-01174.211	56-01174.272	59-01023.001
56-00146.000	56-00711.000	56-01174.014	56-01174.075	56-01174.212	56-01174.273	59-01066.001
56-00147.000	56-00713.000	56-01174.015	56-01174.076	56-01174.213	56-01174.274	59-01066.002
56-00148.000	56-00772.000	56-01174.016	56-01174.077	56-01174.214	56-01190.000	59-01066.003
56-00152.000	56-00801.000	56-01174.017	56-01174.078	56-01174.215	56-01202.000	59-61065.001
56-00152.001	56-00802.000	56-01174.018	56-01174.079	56-01174.216	56-01204.000	59-61390.000
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56-00174.000	56-00845.000	56-01174.022	56-01174.159	56-01174.220	56-01226.000	
56-00175.000	56-00846.000	56-01174.023	56-01174.160	56-01174.221	56-01234.000	
56-00183.000	56-00856.000	56-01174.024	56-01174.161	56-01174.222	56-01235.000	
56-00184.000	56-00891.000	56-01174.025	56-01174.162	56-01174.223	56-01246.000	
56-00260.000	56-00895.000	56-01174.026	56-01174.163	56-01174.224	56-01247.000	
56-00274.000	56-00896.000	56-01174.027	56-01174.164	56-01174.225	56-01248.000	
56-00275.000	56-00913.000	56-01174.028	56-01174.165	56-01174.226	56-01249.000	
56-00276.000	56-00915.000	56-01174.029	56-01174.166	56-01174.227	56-01253.000	
56-00283.000	56-00920.000	56-01174.030	56-01174.167	56-01174.228	56-01254.000	
56-00330.000	56-00921.000	56-01174.031	56-01174.168	56-01174.229	56-01255.000	
56-00341.000	56-00932.000	56-01174.032	56-01174.169	56-01174.230	56-01285.000	
56-00343.000	56-00933.000	56-01174.033	56-01174.170	56-01174.231	56-01314.000	
56-00351.000	56-00947.000	56-01174.034	56-01174.171	56-01174.232	56-01315.001	
56-00353.001	56-00965.000	56-01174.035	56-01174.172	56-01174.233	56-01319.000	
56-00353.002	56-00970.000	56-01174.036	56-01174.173	56-01174.234	56-01322.000	
56-00353.003	56-00971.000	56-01174.037	56-01174.174	56-01174.235	56-01387.000	
56-00353.004	56-00980.000	56-01174.038	56-01174.175	56-01174.236	56-01389.000	
56-00353.005	56-00981.000	56-01174.039	56-01174.176	56-01174.237	56-60083.000	
56-00353.006	56-00987.000	56-01174.040	56-01174.177	56-01174.238	56-60104.000	
56-00353.007	56-00988.000	56-01174.041	56-01174.178	56-01174.239	56-60823.000	
56-00353.008	56-00989.000	56-01174.042	56-01174.179	56-01174.240	56-61007.000	
56-00353.009	56-00990.000	56-01174.043	56-01174.180	56-01174.241	56-61045.000	
56-00353.010	56-00991.000	56-01174.044	56-01174.181	56-01174.242	56-61357.000	
56-00353.011	56-00992.000	56-01174.045	56-01174.182	56-01174.243	56-64001.000	
56-00353.012	56-00993.000	56-01174.046	56-01174.183	56-01174.244	56-64002.000	
56-00354.000	56-00994.000	56-01174.047	56-01174.184	56-01174.245	56-64003.000	
56-00367.000	56-00998.000	56-01174.048	56-01174.185	56-01174.246	56-64004.000	
56-00369.000	56-00999.000	56-01174.049	56-01174.186	56-01174.247	56-64005.000	
56-00370.000	56-01000.000	56-01174.050	56-01174.187	56-01174.248	56-64014.000	
56-00387.000	56-01024.000	56-01174.051	56-01174.188	56-01174.249	56-64017.000	
56-00399.000	56-01026.000	56-01174.052	56-01174.189	56-01174.250	56-64020.000	
56-00400.000	56-01067.000	56-01174.053	56-01174.190	56-01174.251	56-64022.000	
56-00434.000	56-01068.000	56-01174.054	56-01174.191	56-01174.252	56-64023.000	
56-00435.000	56-01071.000	56-01174.055	56-01174.192	56-01174.253	56-64024.000	
56-00437.000	56-01098.000	56-01174.056	56-01174.193	56-01174.254	56-64032.000	
56-00438.000	56-01112.000	56-01174.057	56-01174.194	56-01174.255	56-64036.000	
56-00439.000	56-01115.000	56-01174.058	56-01174.195	56-01174.256	56-64037.000	
56-00477.000	56-01126.000	56-01174.059	56-01174.196	56-01174.257	56-64038.000	
56-00490.000	56-01142.000	56-01174.060	56-01174.197	56-01174.258	56-64039.000	



PLANNING DEPARTMENT

222 Meigs Street
Sandusky, Ohio 44870
419.627.5715
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Angie Byington, Planning Director

Date: June 11th, 2018

Subject: June 25th, 2018 Commission Agenda Item –Application for an amendment to the zoning map to create an overlay district to permit transient rental within portions of the Cove District and properties fronting Meigs Street and First Street.

Item for Consideration: Application to create an overlay zoning district to permit transient rental.

Purpose: The Bicentennial Vision/ Comprehensive Plan outlines the city- wide development and initiatives for the next ten years. In general, zoning amendments should align with the proposed land uses stated in a Comprehensive Plan. Therefore, the Comprehensive Plan is utilized by staff as one factor when evaluating proposed amendments.

Background Information: The City of Sandusky is requesting a zoning amendment for the parcels referenced in the Planning Report (see attached). The current zoning would not permit transient rental. As City Commission will recall, the City implemented additional regulations and changes to the zoning code and the environmental rental and housing code regarding transient rental. One of the amendments to the zoning code was to Section 1129.06 which states that a transient overlay district may be created to spur investment in declining geographic areas with the goal of increasing property values and maintenance of homes in areas that are close in proximity to commercial and retail area. Planning staff believes that the proposed area meets the intent of this section as it is in close proximity to downtown and the average home value within the area is below both the City and County values. Per the information from the County Auditors website, the average market value for a home in Sandusky is \$125, 327.08, the average for Erie County is \$154, 560.00. The average market value for homes within the designated area are \$55,818.37. In addition, one of the initiatives within the Bicentennial Vision/ Comprehensive Plan speaks to the creation of a Transient Overlay District.

The City conducted a public outreach meeting with several residents within the proposed area as well as a work session with Planning Commission. At their regularly scheduled meeting held on April 25th, 2018, Planning Commission recommended approval of the overlay district. Planning Staff believes that this initiative was clearly outlined in the Bicentennial/ Comprehensive Plan. In addition, there have been several investments to properties within the Cove District many of them within the area that is currently zoned as commercial and permits transient rental. Staff believes that allowing opportunity for this area to transient rent will assist in increasing property values within the proposed overlay district.

Correlation to the Comprehensive Plan:

The Bicentennial Vision Plan clearly outlines creating a Transient Occupancy Overlay District as one of the initiatives of the plan.

Budgetary Impact:

There is no impact to the general fund.

Action Requested: It is requested that City Commission approve the proposed amendment to the zoning map to create a Transient Occupancy Overlay District that permits transient rental within the Cove District and properties fronting Meigs Street and First Street as indicated in Exhibit 1. It is requested that this ordinance take effect under Section 13 of the City Charter.

I concur with this recommendation:

Eric Wobser
City Manager

cc: Kelly Kresser, Clerk of City Commission
Hank Solowiej, Finance Director
Justin Harris, Law Director

CITY OF SANDUSKY, OHIO
DEPARTMENT OF DEVELOPMENT
DIVISION OF PLANNING

PLANNING COMMISSION REPORT

APPLICATION FOR AN AMENDMENT TO
THE ZONE MAP TO ALLOW FOR A
TRANSIENT OVERLAY DISTRICT FOR
PROPERTIES WITHIN THE COVE DISTRICT
AND ALONG MEIGS STREET

Reference Number: PC-06-2018

Date of Report: April 18th, 2018

Report Author: Casey Sparks, Chief Planner



City of Sandusky, Ohio

Planning Commission Report

BACKGROUND INFORMATION

The City of Sandusky has submitted an application for an amendment to the Zone Map to create an overlay district including properties within the Cove District along Meigs Street and a portion of First Street. This proposed overlay district would allow for transient rental in addition to all use permitted in the existing zoning classification. The following information is relevant to this application:

Applicant: City of Sandusky
222 Meigs Street
Sandusky, Ohio 44870

Site Location: A portion of the Cove District and properties fronting Meigs Street between Washing Street and Monroe Street and properties facing First Street between Meigs Street and Erie Street, as well as various properties north of First Street and east of Meigs Street.

Zoning: “R2F” Residential Two Family & “R1-50” Single Family Residential

Existing Uses: Single and Two- Family Residential.

Applicable Plans & Regulations: City of Sandusky Comprehensive Plan
Sandusky Zoning Code Chapter
Chapter 1113 Amendments
Chapter 1123 Public Facilities
Chapter 1139 Manufacturing Districts

SITE DESCRIPTION

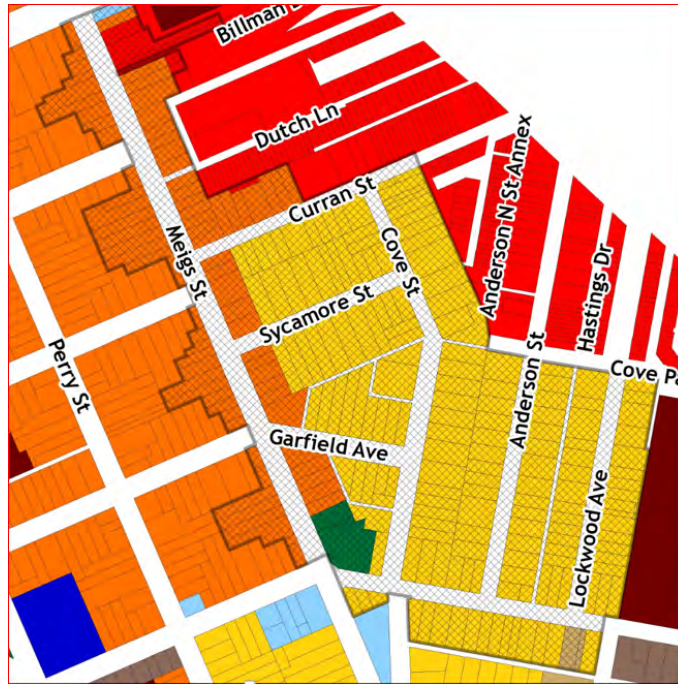
The subject properties are located within the Cove District and several of the properties face Meigs Street and First Street. The subject properties are zoned as R2F Residential Two Family and R1-50 Single Family Residential.

Below are the maps highlighting the proposed area and the existing zoning map:

Proposed Overlay District



Zone Map – Parcels outlined in red



DIVISION OF PLANNING COMMENTS

As stated, the existing zoning within the area is both single and two- family residential. The current zoning would not permit transient rental. As Planning Commission will recall, the City implemented additional regulations and changes to the zoning code and the environmental rental and housing code regarding transient rental. One of the amendments to the zoning code was to Section 1129.06 which states that a transient overlay district shall be created to spur investment in declining geographic areas with the goal of increasing property values and maintenance of homes in areas that are close in proximity to commercial and retail area. Planning staff believes that the proposed area meets the intent of this section as it is in close proximity to downtown and the average home value within the area is below both the City and County values.

Per information provided by the County Auditors website the average market value for a home in Sandusky is \$125, 327.08, the average for Erie County is \$154, 560.00. The average market value for homes within the designated area are \$55,818.37.



Within the Bicentennial Vision/ Comprehensive Plan one of the initiatives that is indicated for this area is the creation of a Transient Overlay District. The City conducted a public outreach meeting with residents within this proposed area. In addition, a work session with Planning Commission discussing this topic was also conducted last month. At each of the meetings, the residents were given the opportunity to voice their support or concern regarding the proposed overlay district. Many of the concerns that the residents had regarding parking, inspections, and violations will all be addressed under Section 1341.31 of the Environmental Rental and Housing Code. Individuals wishing to have transient rental at their property will need to follow all of the existing permit and inspection process that was previously implemented last year.

ENGINEERING STAFF COMMENTS

Planning Staff did forward the proposed transient overlay area to the Engineering Department, to date we have not received any comments regarding the proposed zoning amendment.

BUILDING STAFF COMMENTS

Planning Staff did forward the proposed transient overlay area to the Building Department, to date we have not received any comments regarding the proposed zoning amendment.

POLICE DEPARTMENT COMMENTS

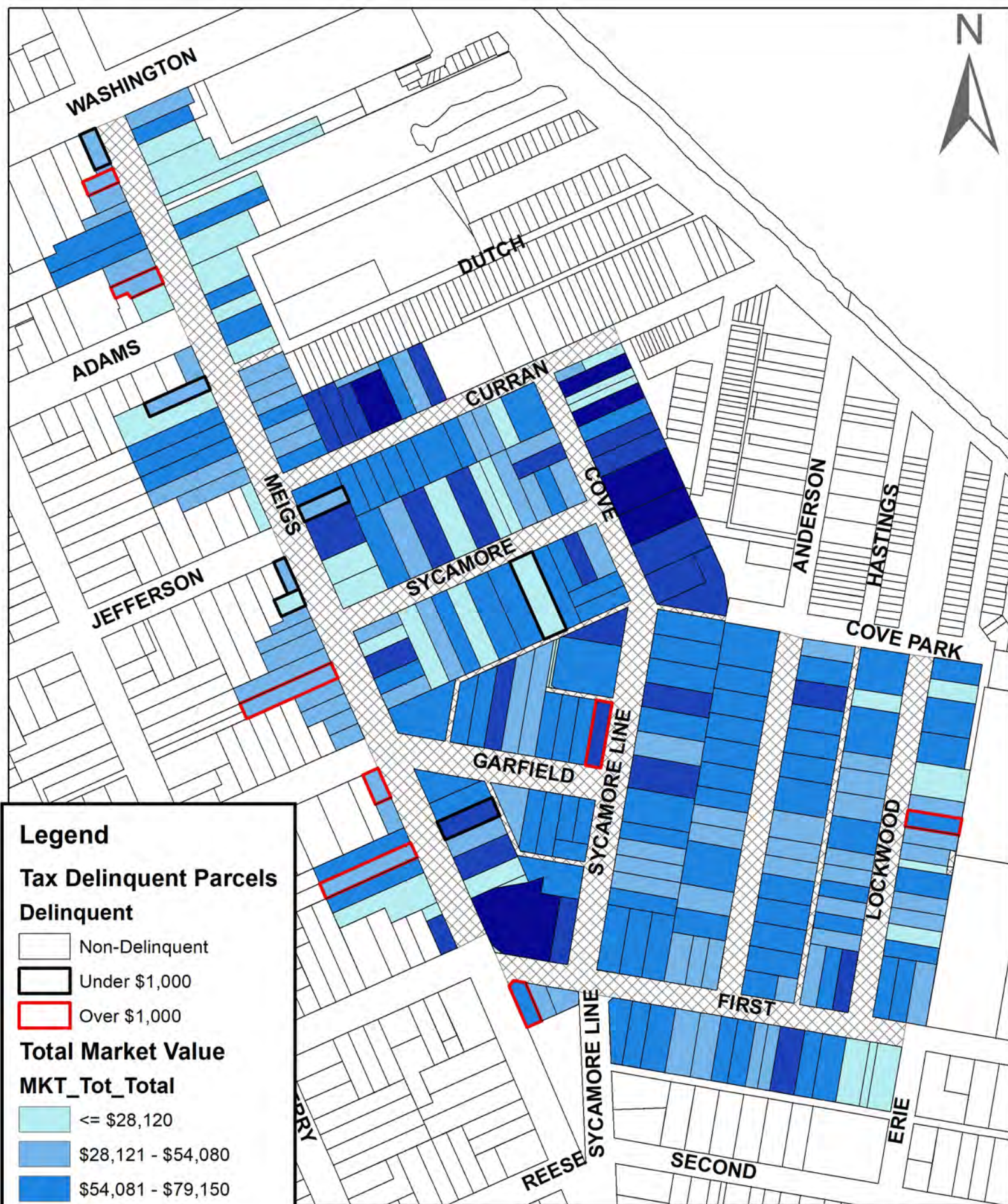
Planning Staff did forward the proposed transient overlay area to the Police Department, to date we have not received any comments regarding the proposed zoning amendment.

FIRE DEPARTMENT COMMENTS

Planning Staff did forward the proposed transient overlay area to the Fire Department, to date we have not received any comments regarding the proposed zoning amendment.

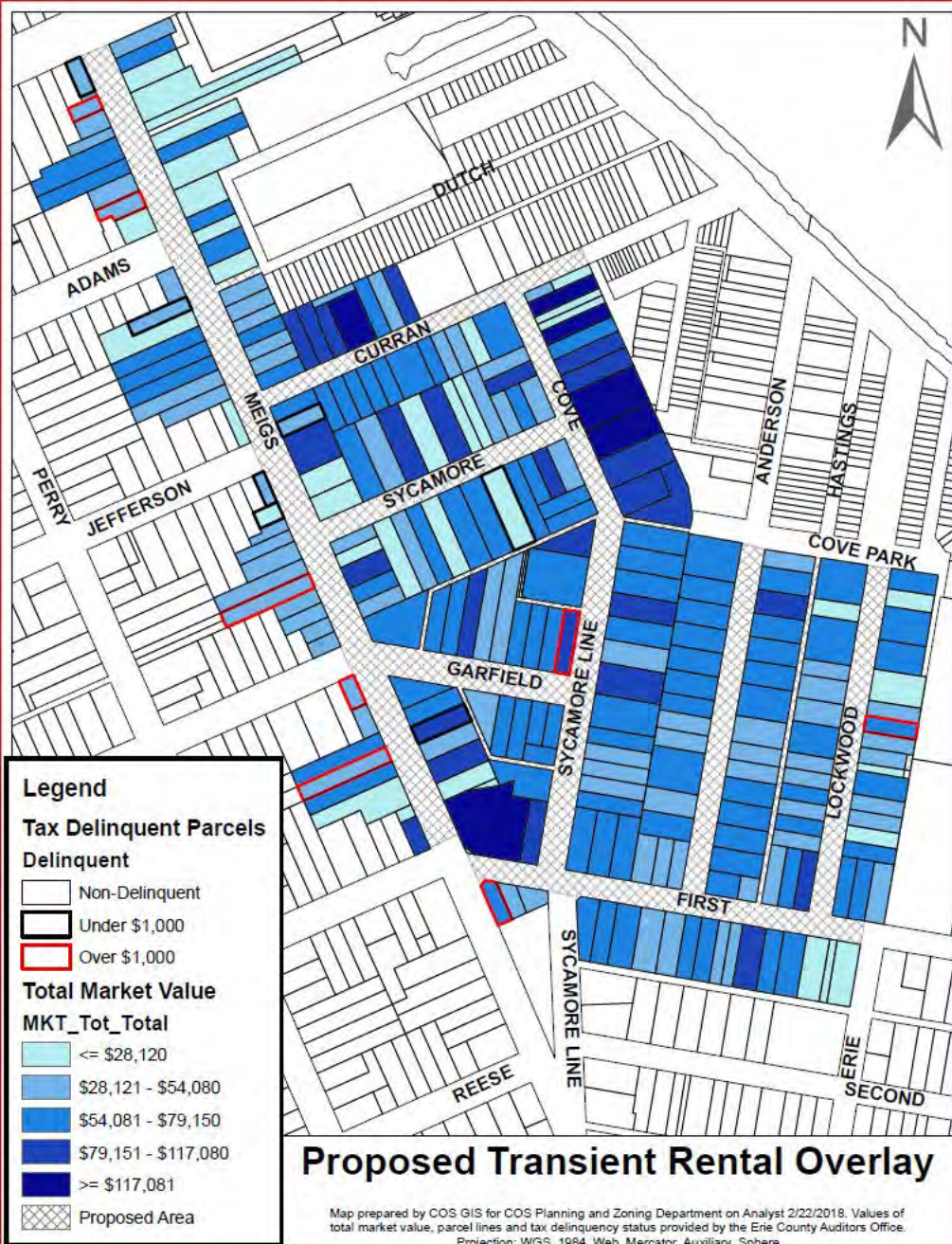
CONCLUSION/RECOMMENDATION

In conclusion, Planning Staff recommends approval of the proposed amendment to the Zone Map to allow for a transient overlay district within the proposed area. Planning Staff believes that this initiative was clearly outlined within the Bicentennial/ Comprehensive Plan. In addition, there have been several investments to properties within the Cove District many of them within the area that is currently zoned as commercial and permits transient rental. Staff believes that allowing the opportunity for this area to transient rent will assist in increasing property values within the proposed overlay area.



Proposed Transient Occupancy Overlay

Map prepared by COS GIS for COS Planning and Zoning Department on Analyst 6/20/2018. Values of total market value, parcel lines and tax delinquency status provided by the Erie County Auditors Office. Projection: WGS_1984_Web_Mercator_Auxiliary_Sphere



Planning Commission
April 25, 2018
Meeting Minutes
"draft"

The Chairman called the meeting to order at 4:30 PM. The following members were present: Mr. David Miller, Mr. Jim Jackson, Mr. Pete McGory, Chairman Mike Zuilhof, Mr. Conor Whelan, Mr. Joe Galea and Mr. David Waddington. Ms. Casey Sparks and Mr. Greg Voltz represented the Planning Department; Mr. Justin Harris represented the Law Department and Ms. Debi Eversole, Clerk from Community Development.

Mr. Galea moved to approve the meeting minutes from the March 21, 2018 meeting as submitted. Mr. Waddington seconded the motion. With no discussion, the motion carried with a unanimous vote.

Chairman Zuilhof swore in audience members and staff who will be offering testimony in either of the Public Hearing agenda items.

Ms. Sparks presented that the City of Sandusky had submitted an application for an amendment to the zone map to create an overlay district within the properties in the Cove District along Meigs Street and a portion of First Street to allow for transient rental. She explained that the existing zoning within the area is both R2F Residential Two- Family and R1-40 Single Family Residential and that the current zoning would not permit transient rental.

Ms. Sparks stated that in 2017, the city implemented additional regulations regarding transient rental. Transient occupancy means to use, occupy or possess, or the use, occupancy, or possession of a dwelling or other living accommodations for a period of 30 consecutive calendar days or less. Per Section 1129.06 a Transient Overlay District shall be created to spur investment in a declining geographic area with the goal of increasing property values and maintenance of homes in areas that are close in proximity to commercial and retail areas. Environmental Rental and Housing Code Section 1341.31 and the transient rental application address many of the parking, safety/ inspection, and violation issues.

Ms. Sparks added that the average total market value of the properties within the overlay district is \$55,818.37. Per the County Auditor's information the average market value for a home in Sandusky is \$125,327.08; the average for the County is \$154,560.00

Planning Staff recommended the adoption of the proposed amendment to the Zone Map to allow for a transient overlay district. If approved, Planning Commission would recommend to City Commission the proposed Zoning Amendment for approval. This will include notifying residents within 300' of the proposed overlay district of a Public Hearing at City Commission.

This initiative was outlined within the Bicentennial/ Comprehensive Plan. Staff believed that allowing for opportunity for transient rental within this area will assist in increasing property values.

Dan McGookey, 225 Meigs Street stated that he thought the proposal was a great idea. He stated that he attended the meeting to request that 3 parcels that he owned be added to the district; 629 and 632 East Washington Street and 225 Meigs Street.

Mr. Jackson asked staff why the overlay map appeared to have ins and outs on the west side of Meigs Street while other boundaries appear to be straight lines. Ms. Sparks stated that the proposed overlay district included properties that front Meigs Street. As a response to Mr. McGookey's request, she added that he could request a variance with the Board of Zoning Appeals to use his properties as transient rental.

Mr. Whelan asked to clarify the process of requesting to be a transient rental property. Ms. Sparks stated that the property owner would submit an application to the Board of Zoning Appeals and from there; staff would notify residents 300' from that address of a Public Hearing during a regular scheduled Board of Zoning Appeals meeting where the members would vote whether or not to grant a use variance. Mr. Harris added that there will always be boundaries which properties will be inside and properties that will be outside. The best way to go about Mr. McGookey's request would be to request a Use Variance. Mr. McGory stated that it would not be unlikely that more overlay districts will be proposed that may include Mr. McGookey's properties.

Michele Gavin, 502 Sycamore Line stated that she owns a home that she annually rents the back portion but liked the idea that she could rent the front portion when she wanted to. She stated that this would bring her added income during the Cedar Point season.

Marybeth Ringholtz, 524 Anderson Street stated that her property value had gone down over the years. She stated that current landlords in the area are not maintaining their properties and is worried that transient rental properties will bring a lot of partying.

Anita Kennedy, 306 Meigs Street stated that she is aware of several properties that surround her that could potentially be used for transient rental and she is worried about the parties and parking. She stated that there are calls to the police every weekend for properties near her that currently rent annually. She wondered if she could rent out rooms of her home. She stated that her home is zoned residential and her yard is zoned commercial residential.

Mr. Harris stated that anyone that wished to use their property as transient rental had to complete a comprehensive application and meet certain requirements including parking, internal and external inspections, number of people using the property; owner is required to be within a 1 hour drive for any complaints. What also comes with the transient rental approval is progressive discipline. If an owner has 3 violations within a 12 month period, their rights will be revoked. Staff believes that with the regulations attached to transient rentals, the property owner will be very careful to whom they rent to and could potentially be better neighbors than traditional renters. Staff also believes that people will bring their properties up to code in order to rent the property; thus improving the property values.

Jase Myers, Anderson Street stated that he had attended the public meetings and spoke with his neighbors and his concern is that he doesn't want partying going on around his home with his children. He wondered if there was no interest in a particular area, could certain streets opt out of the overlay district. Chairman Zuilhof stated that if the overlay district passed and there are several people opposed, they could propose litigation to change. Mr. Harris agreed that you will not get 100% participation but used the example that if 49 residents out of 50 on one street oppose, they could petition that the legislation be changed. Mr. Harris reminded Mr. Myers that even if this were to happen, there will be neighbors to the back of his property that will still be allowed to rent. Ms. Sparks reminded Mr. Myers that any violations including noise violations will count toward the "3 strike" rule. If the owner wanted to keep their transient rental rights, they will make sure that there are no complaints on their property.

Rick Ringholtz, 524 Anderson Street stated that people that rent property don't take the same care that property owners do. He added that his property value had gone down since rentals came into the area.

Lori Arnold, 410 Cove Street stated that she had a duplex on the water that her father bought in 1955. She stated that in the past year, she had received letters from the city. She felt it was unfair and that there were a lot of other homes that need help in the area.

Michele Gavin suggested that owners of rental properties do not have to rent to parties, they can choose who they rent to. They can also post their own house rules that must be followed.

Mr. McGory stated that he still owned a home on Anderson Street so he would abstain from the vote, but he stated that he did understand both sides of the subject. He added that he was unsure that he will participate in renting if the overlay district passed, but he was not fearful of it passing because transient rental properties have more rules at stake. There are several properties within the city that rent to people that do not make the greatest neighbors and there's nothing you can do about it. With transient, the owner has the option to never rent to unruly tenants again.

Mr. Whelan moved to recommend approval to City Commission for the proposed overlay district. Mr. Jackson seconded the motion. With no further discussion, the motion carried with a 6/0 vote; Mr. McGory abstained.

Ms. Sparks presented that Bull Tunnell had applied for site plan approval and a similar main use permit to allow for a storage/shop facility at 2122 Campbell Street. The existing zoning is "LB "Local Business, the applicant is requesting to construct a storage/ shop building on the property. The existing use is a Retail Electrical Shop. The applicant had requested to construct a 5,600 square foot building for indoor storage. The applicant had communicated that business hours would remain the same and that Ohio Edison required that each building will need to have separate services as such this will be located on a separate lot. Section 1109.01 states that the proposed use must be in compliance with the following standards:

1. The uses do not create dangers to health, safety, nor do they create offensive noise, vibration, dust, heat, smoke, odor, glare or other.
 - The storage facility will be utilized for parking
2. The use does not create traffic to a greater extent than other uses listed in the classification to which is added.
 - The storage facility will not create additional traffic; the patrons will utilize the existing facility and parking area
3. In addition to the above general standards, appropriate specific safeguards, applying to a particular application, may also be specified in the permit.
 - The storage facility meets the general standards and safeguards.
4. The Planning Commission may revoke the similar main use permit if the property is not maintained in the manner that would conform to the required standards.

The applicant has also requested site plan approval for the proposed building. All setbacks have been met, however Planning staff would recommend that if the area between the buildings will be utilized for vehicle traffic, staff would recommend paving.

Front: The proposed setback is 20' 8"

Side: The proposed side yard setback is 21'

Rear: The applicant is proposing a 30' 2" rear yard setback

The applicant is utilizing the facility for parking and storage of vehicles so not additional parking is required; however the applicant has indicated a stone parking area with six parking spaces.

Planning Staff recommended approval of both the similar main use permit and the site plan with the following conditions:

1. Understanding the property is adjacent to a residential area; staff would recommend additional screening along the northern and eastern portion of the proposed site. The screening shall be a 5 ½ foot fence or landscaping at a height of 5 ½ feet.
2. Pavement of the area in between the buildings if it is to be utilized for vehicular traffic.
3. All building permits shall be obtained.
4. All state and federal regulations shall be followed.

Bill Tunnell, 2122 Campbell Street stated he was the owner/operator of All Phase Electric and that he would answer any questions the members had. Mr. Whelan asked if he would be ok with the required fence. Mr. Tunnell stated that he had planned to put a fence there anyway. Mr. Miller asked why a lot split was required. Mr. Tunnell stated that Ohio Edison is requiring the lot be split in order to place a second meter. Mr. Tunnell stated that there is already a separate address for the lot split and Ms. Sparks stated that the lot split meets all zoning requirements and can be approved administratively.

Beth Barton, 2137 Campbell Street asked if the building would be on the north side or the south side of the current business. Chairman Zuilhof stated that it would be on the empty lot to the north.

Mr. Miller moved to approve the application subject to staff's conditions. Mr. McGory seconded the motion. With no further discussion, the motion carried with a unanimous vote.

Chairman Zuilhof asked if there was any other business to discuss. Mr. Galea asked if staff could consider a way for residents to "opt in" or "opt out" of a transient rental overlay district if they wish. This including adjacent properties. Mr. Miller stated that going back to Mr. McGookey's request, his properties were not actually adjacent as they do not face Meigs Street, they face Washington Street. Chairman Zuilhof agreed and stated that was the benefit of not making a spur of the moment decision, but rather have the chance to deliberate such requests.

With no further business, the Chairman adjourned the meeting at 5:40PM.

APPROVED:

Debi Eversole, Clerk

Michael Zuilhof, Chairman



Department of Planning and Development

June 1, 2018

On April 25th, 2018 Planning Commission made a favorable recommendation to City Commission regarding the proposed zoning amendment to the Zone Map to create an overlay district for properties within the Cove District, along Meigs Street, and a portion of First Street. This proposed overlay district would allow for transient rental.



Michael Zuilhof
Planning Commission Chair

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE OFFICIAL ZONE MAP OF THE CITY OF SANDUSKY TO ESTABLISH A TRANSIENT OCCUPANCY OVERLAY DISTRICT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE EFFECT UNDER SUSPENSION OF THE RULES AS CONTAINED IN AND IN ACCORDANCE WITH SECTION 13 OF THE CITY CHARTER.

WHEREAS, this City Commission adopted new Section 1341.32 (Transient Rental Property Regulation) and amended several other sections of the codified ordinances of the City of Sandusky including Chapter 1129 (Residential Districts), Section 1129.06 (Accessory Uses) by Ordinance No. 17-088, passed on May 8, 2017, for the purposes and intent to regulate the health, safety and wellness of the public, including the owners, occupants, and neighboring property owners of properties being utilized for transient occupancy within the City; and

WHEREAS, pursuant to Section 1129.06 of the Codified Ordinances, the City Commission or Planning Commission may initiate a Transient Occupancy Overlay District whenever deemed appropriate and in the interest of the general welfare of the City and shall be created to spur investment in a declining geographic area with the goal of increasing property values and maintenance of homes in areas that are close in proximity to commercial and retail areas; and

WHEREAS, the City submitted an application for an amendment to the Zone Map to allow for a Transient Occupancy Overlay District for properties within the Cove District and along Meigs Street and First Street for the purpose of transient rental and as more fully described herein and in Exhibit "A" which is attached to this Ordinance and specifically incorporated as if fully rewritten herein; and

WHEREAS, this request was heard by the Planning Commission at their April 25, 2018, meeting resulting in the Planning Commission's recommendation to **approve** the requested Zone Map Amendment for the establishment of a Transient Occupancy Overlay District; and

WHEREAS, a public hearing on the request was held by this City Commission at their June 25, 2018, regularly scheduled meeting; and

WHEREAS, this Ordinance should be passed approving the Amendment to the Zone Map 96-01 as Codified in Section 1121.03 of the Codified Ordinances for the establishment of a Transient Occupancy Overlay District to permit transient rental within portions of the Cove District and properties fronting Meigs Street and First Street; 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 Department of Community Development, of the City of Sandusky, Ohio and, NOW, THEREFORE,

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

Section 1. This City Commission approves the requested establishment of a Transient Occupancy Overlay District and the Zone Map 96-01, as codified in Section 1121.03 of the Codified Ordinances of the City, is hereby amended to effect the Transient Occupancy Overlay District to permit transient rental within portions of the Cove District and properties fronting Meigs Street and First Street, as more fully described in Exhibits “A” and “B” which are attached to this Ordinance and specifically incorporated herein.

Section 2. The City's Chief Planner is directed to make the change on the original Zoning Map on file in the Office of Planning and Zoning.

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 shall take effect under suspension of the rules as contained in and in accordance with Section 13 of the City Charter after its adoption and due authentication by the President and the Clerk of The City Commission.

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

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



Legend

 Proposed Area

Proposed Transient Occupancy Overlay

Map prepared by COS GIS for COS Planning and Zoning Department on Analyst 6/20/2018. Values of total market value, parcel lines and tax delinquency status provided by the Erie County Auditors Office. Projection: WGS_1984_Web_Mercator_Auxiliary_Sphere

Parcel #	Address	Street Name	Parcel #	Address	Street Name
56-60017.000	510	MEIGS	56-00414.000	412	COVE
56-00002.000	605	ANDERSON	56-00415.000	615	SYCAMORE LINE
56-00010.000	745	SYCAMORE	56-00423.000	330	MEIGS
56-00023.000	410	COVE	56-00432.000	535	MEIGS
56-00024.000	605	MEIGS	56-00446.000	513	ANDERSON
56-00032.000	606	MEIGS	56-00447.000	733	GARFIELD
56-00034.000	402	MEIGS	56-00454.000	723	GARFIELD
56-00035.000	732	GARFIELD	56-00457.000	417	MEIGS
56-00037.000	526	SYCAMORE LINE	56-00461.000	440	COVE
56-00039.000	<Null>	COVE	56-00469.000	715	SYCAMORE
56-00043.000	531	MEIGS	56-00472.000	525	MEIGS
56-00046.000	515	MEIGS	56-00475.000	821	FIRST
56-00049.000	425	MEIGS	56-00483.000	623	MEIGS
56-00057.000	621	ANDERSON	56-00495.000	540	SYCAMORE LINE
56-00061.000	<Null>	MEIGS	56-00496.000	702	CURRAN
56-00101.000	526	MEIGS	56-00506.000	515	SYCAMORE LINE
56-00107.000	632	WASHINGTON	56-00510.000	413	MEIGS
56-00112.000	407	MEIGS	56-00513.000	612	SYCAMORE LINE
56-00130.000	736	SYCAMORE	56-00517.000	614	SYCAMORE LINE
56-00137.000	534	MEIGS	56-00548.000	608	SYCAMORE LINE
56-00161.000	420	MEIGS	56-00553.000	634	WASHINGTON
56-00219.000	738	CURRAN	56-00561.000	713	GARFIELD
56-00220.000	811	FIRST	56-00565.000	612	MEIGS
56-00228.000	411	MEIGS	56-00566.000	<Null>	MEIGS
56-00243.000	<Null>	SYCAMORE	56-00566.001	<Null>	MEIGS
56-00252.000	413	COVE	56-00569.000	728	CURRAN
56-00253.000	529	MEIGS	56-00570.000	502	SYCAMORE LINE
56-00256.000	<Null>	CURRAN	56-00571.000	740	SYCAMORE
56-00267.000	727	GARFIELD	56-00573.000	609	ANDERSON
56-00268.000	409	COVE	56-00575.000	436	MEIGS
56-00280.000	412	MEIGS	56-00579.000	507	MEIGS
56-00292.000	<Null>	MEIGS	56-00587.000	517	ANDERSON
56-00293.000	324	MEIGS	56-00588.000	306	MEIGS
56-00299.000	525	ANDERSON	56-00591.000	315	MEIGS
56-00317.000	635	MONROE	56-00592.000	319	MEIGS
56-00318.000	735	SYCAMORE	56-00594.000	<Null>	SYCAMORE ST
56-00329.000	618	SYCAMORE LINE	56-00595.000	716	SYCAMORE
56-00344.000	717	CURRAN	56-00597.000	815	FIRST
56-00345.000	719	CURRAN	56-00598.000	728	SYCAMORE
56-00346.000	723	CURRAN	56-00600.000	406	COVE
56-00347.000	<Null>	CURRAN	56-00616.000	613	MEIGS
56-00355.000	734	CURRAN	56-00621.000	329	MEIGS
56-00357.000	717	GARFIELD	56-00629.000	729	GARFIELD
56-00377.000	737	SYCAMORE	56-00646.000	529	ANDERSON
56-00396.000	721	GARFIELD	56-00649.000	<Null>	SYCAMORE ST
56-00412.000	718	GARFIELD	56-00650.000	729	SYCAMORE

Parcel #	Address	Street Name	Parcel #	Address	Street Name
56-00651.000	<Null>	SYCAMORE ST	56-01066.000	<Null>	MEIGS
56-00659.000	438	COVE	56-01074.000	325	MEIGS
56-00681.000	713	CURRAN	56-01081.000	741	SYCAMORE
56-00682.000	709	CURRAN	56-01086.000	711	FIRST
56-00684.000	615	MEIGS	56-01111.000	313	MEIGS
56-00690.000	302	MEIGS	56-01120.000	636	JEFFERSON
56-00694.000	503	ANDERSON	56-01129.000	424	COVE
56-00706.000	415	MEIGS	56-01132.000	712	CURRAN
56-00707.000	531	ANDERSON	56-01133.000	714	SYCAMORE
56-00750.000	709	GARFIELD	56-01138.000	534	SYCAMORE LINE
56-00757.000	817	FIRST	56-01150.000	334	MEIGS
56-00762.000	520	MEIGS	56-01153.000	801	FIRST
56-00763.000	518	MEIGS	56-01165.000	323	MEIGS
56-00764.000	342	MEIGS	56-01166.000	721	SYCAMORE
56-00765.000	338	MEIGS	56-01168.000	608	MEIGS
56-00766.000	506	MEIGS	56-01180.000	701	FIRST
56-00773.000	421	MEIGS	56-01182.000	<Null>	MEIGS
56-00809.000	742	SYCAMORE	56-01223.000	807	FIRST
56-00810.000	524	MEIGS	56-01224.000	736	CURRAN
56-00814.000	514	SYCAMORE LINE	56-01225.000	742	CURRAN
56-00825.000	604	SYCAMORE LINE	56-01227.000	518	SYCAMORE LINE
56-00826.000	733	SYCAMORE	56-01228.000	726	GARFIELD
56-00831.000	735	GARFIELD	56-01259.000	716	CURRAN
56-00835.000	509	MEIGS	56-01277.000	416	MEIGS
56-00840.000	420	COVE	56-01280.000	430	COVE
56-00853.000	615	ANDERSON	56-01282.000	710	SYCAMORE
56-00863.000	309	MEIGS	56-01283.000	730	GARFIELD
56-00879.000	426	MEIGS	56-01284.000	602	SYCAMORE LINE
56-00880.000	607	MEIGS	56-01288.000	410	MEIGS
56-00897.000	730	CURRAN	56-01290.000	<Null>	ADAMS
56-00900.000	505	SYCAMORE LINE	56-01294.000	636	ADAMS
56-00916.000	530	MEIGS	56-01303.000	510	SYCAMORE LINE
56-00922.000	511	MEIGS	56-01307.000	729	CURRAN
56-00923.000	521	MEIGS	56-01308.000	616	MEIGS
56-00928.000	722	CURRAN	56-01309.000	<Null>	CURRAN
56-00939.000	509	ANDERSON	56-01312.000	442	MEIGS
56-00945.000	724	SYCAMORE	56-01328.000	404	COVE
56-00948.000	517	MEIGS	56-01329.000	402	COVE
56-00958.000	621	MEIGS	56-01360.000	437	COVE
56-00966.000	722	GARFIELD	56-01362.000	746	SYCAMORE
56-01002.000	402	COVE	56-60003.000	422	MEIGS
56-01003.000	<Null>	CURRAN	56-60002.000	424	MEIGS
56-01005.000	611	SYCAMORE LINE	56-60004.000	711	SYCAMORE
56-01006.000	439	COVE	56-60054.000	<Null>	MEIGS
56-01060.000	601	ANDERSON	56-60136.000	406	MEIGS
56-01063.000	720	CURRAN	56-61376.000	<Null>	MEIGS

Parcel #	Address	Street Name	Parcel #	Address	Street Name
56-68061.000	714	CURRAN	57-03804.000	<Null>	LOCKWOOD
57-00117.000	<Null>	FIRST	57-03805.000	602	LOCKWOOD
57-00169.000	612	ANDERSON	57-03964.000	524	ANDERSON
57-00201.000	526	LOCKWOOD	57-04035.000	806	FIRST
57-00202.000	<Null>	LOCKWOOD	57-04057.000	904	FIRST
57-00204.000	530	LOCKWOOD	57-04269.000	916	FIRST
57-00211.000	606	ANDERSON	57-04354.000	<Null>	FIRST
57-00225.000	702	FIRST	57-04355.000	<Null>	FIRST
57-00226.000	706	FIRST	57-04580.000	502	LOCKWOOD
57-00281.000	510	ANDERSON	57-04705.000	810	FIRST
57-00348.000	1007	FIRST	57-04718.000	506	ANDERSON
57-00351.000	514	ANDERSON	57-04816.000	514	LOCKWOOD
57-00599.000	912	FIRST	57-04916.000	1003	FIRST
57-01057.000	630	ANDERSON	57-04942.000	619	LOCKWOOD
57-01107.000	518	ANDERSON	57-04964.000	530	ANDERSON
57-01149.000	620	ANDERSON	57-05044.000	919	FIRST
57-01480.000	610	LOCKWOOD	57-05107.000	616	ANDERSON
57-01529.000	610	ANDERSON	57-05123.000	500	LOCKWOOD
57-01632.000	624	ANDERSON	57-05247.000	613	LOCKWOOD
57-01720.000	1005	FIRST	57-05315.000	607	LOCKWOOD
57-01741.000	602	ANDERSON	57-05318.000	502	ANDERSON
57-01921.000	820	FIRST	57-05337.000	618	LOCKWOOD
57-01974.000	617	LOCKWOOD	57-05440.000	906	FIRST
57-02083.000	616	LOCKWOOD	56-01181.000	620	MEIGS
57-02109.000	611	LOCKWOOD	56-04021.000	<Null>	GARFIELD
57-02213.000	529	LOCKWOOD	56-04020.000	<Null>	SYCAMORE LINE
57-02577.000	909	FIRST	56-01181.500	620	MEIGS
57-02578.000	910	FIRST	56-00506.000	515	SYCAMORE LINE
57-02678.000	710	FIRST			
57-02757.000	532	LOCKWOOD			
57-02804.000	<Null>	LOCKWOOD			
57-02805.000	505	LOCKWOOD			
57-02914.000	913	FIRST			
57-02974.000	920	FIRST			
57-03116.000	605	LOCKWOOD			
57-03167.000	519	LOCKWOOD			
57-03170.000	915	FIRST			
57-03184.000	533	LOCKWOOD			
57-03214.000	816	FIRST			
57-03250.000	504	LOCKWOOD			
57-03517.000	612	LOCKWOOD			
57-03571.000	501	LOCKWOOD			
57-03610.000	608	LOCKWOOD			
57-03681.000	802	FIRST			
57-03737.000	902	FIRST			
57-03740.000	525	LOCKWOOD			



DEPARTMENT OF PUBLIC WORKS

222 Meigs Street
Sandusky, Ohio 44870
419.627.5829
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: June 13, 2018

Subject: **Commission Agenda Item – Professional Design Services Agreement for Final Design of Landing Park**

ITEM FOR CONSIDERATION: Agreement for Professional Design Services with Environmental Design Group (EDG) for Final Design of Landing Park.

BACKGROUND INFORMATION: In 2016, Cedar Fair constructed a large multi-sport outdoor sports complex at the east end of the city limits and is poised to break ground on the second phase creating an indoor multi-sport facility in corroboration with Firelands Regional Medical Center. Since these projects will continue to attract athletes and their families from all over the country, the City reignited the desire expressed by its residents to implement the portion of the Sandusky Bay Pathway that connects the coastline of this property with Cedar Point Drive, while also creating a community waterfront park with access to East Sandusky Bay.

In 2017, the City teamed with Cedar Fair and the Erie County Metroparks to engage EDG to develop a conceptual design document for this vision. This was the typical thorough process that the City has recently undertaken that includes engagement with the public and with various stakeholders. The conceptual design phase was completed by City Commission's approval of the Landing Park & Sandusky Bay Pathway Master Plan at the end of 2017. Since EDG was selected, not only for conceptual design but also for final design, via the required RFQ process initiated in July of 2016, staff directed EDG to prepare a detailed Scope of Services to advance the conceptual design to final design and development of construction drawings.

This will be an extremely difficult design process because there is such a variety of engineering aspects associated with the project. Due to the environmentally sensitive location of boardwalks, piers, bridges and trails, this process will require an extensive amount of environmental analyses that will result in 10 to 20 environmental permits secured from various federal, state and local agencies. Actual permit fees are not included since they are unknown at this time.

The project consists of significant structural design, including two bridges, the multi-story lighthouse, the fishing pier, the canopy boardwalk and other lower-lying boardwalks. Coastal and shoreline protection will be crucial aspects to ensure durability and protection of amenities that may result from wave action, shifting ice and wind loads. Navigational issues will be addressed.

As with all design and construction projects, surveys and title searches are an important step to establish base mapping for the project. This survey will be unique in that the project will require establishment of nearshore and coastal properties.

**AGREEMENT
FOR
PROFESSIONAL DESIGN SERVICES**

This Agreement for Professional Design Services (this “Agreement”), made as of _____, 2018, by and between the City of Sandusky (the “City”), whose contact person shall be the Director of Public Works designated below or successor (the “City Engineer”), and Environmental Design Group, LLC (the “Architect/Engineer”), whose contact person and address are set forth below.

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

Project Name:	Landing Park Survey, Right-of-Way, Civil Engineering, Landscape Architecture, Coastal Engineering Design and Environmental Design Services
Director of Public Works:	Aaron Klein, P.E.
Address:	Division of Public Works City of Sandusky 222 Meigs Street Sandusky, Ohio 44870
Architect/Engineer:	Environmental Design Group, LLC
Contact:	Michelle L. Johnson
Address:	450 Grant Street Akron, Ohio 44311

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

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

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

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

ARTICLE 1. RESPONSIBILITIES OF ARCHITECT/ENGINEER

1.1. Architect/Engineer’s Services

1.1.1. Scope of Services; Applicable Law. The Architect/Engineer shall provide professional design services as set forth herein, including services customarily furnished in accordance with generally-accepted architectural or engineering services, for the Project in accordance with the terms of this Agreement. The Architect/Engineer shall take into account the applicable Sections of the

Ohio Revised Code and any applicable state rules and regulations, any applicable federal and local statutes, ordinances, rules and regulations and the Contract Documents.

1.1.2. Timeliness; Standard of Care. The Project Schedule shall be established by mutual agreement between the City and the Architect/Engineer within thirty (30) days after the execution hereof. The Architect/Engineer shall perform the Architect/Engineer's services in accordance with professional standards of skill, care, and diligence in a timely manner in accordance with the Project Schedule so as to cause no delay, interference, dispute, or hindrance in the Work, and in an effort so that the Project shall be completed as expeditiously and economically as possible within the Construction Budget and in the best interests of the City. A/E is not responsible for delays outside of its control.

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

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

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

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

ARTICLE 2. SCOPE OF ARCHITECT/ENGINEER'S BASIC SERVICES

2.1. General

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

ARTICLE 3. ADDITIONAL SERVICES

3.1. General

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

ARTICLE 4. RESPONSIBILITIES OF THE CITY

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

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

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

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

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

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

ARTICLE 5. COMPENSATION

5.1. Direct Personnel Expense

5.1.1. **Definition.** Direct Personnel Expense shall mean the portion of direct salaries and wages of all personnel of the Architect/Engineer or any Consultants, as applicable, including professional, technical, management, administrative and clerical employees, and principals engaged on the Project related to their time devoted to the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto such as employment taxes and other statutory

employee benefits, social security contributions, insurance, sick leave, holidays, vacations, pension and profit sharing pursuant to plans qualified under federal law and similar benefits related to their time devoted to the Project. Direct Personnel Expense shall not include any bonus or similar plan or arrangement related to the Architect/Engineer's performance on, or profit from, the Project.

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

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

5.2. Reimbursable Expenses

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

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

5.3. Basis of Compensation

5.3.1. Basic Fee. For Basic Services provided by the Architect/Engineer and all Consultants, the City shall pay the Architect/Engineer a Basic Fee in accordance with Paragraph 5.4 hereof in the amount of 2,057,845.73 (two million fifty-seven thousand eight hundred forty-five dollars and seventy-three cents). A change in the Basic Fee may be made only by an amendment in accordance with Subparagraph 9.5.2.

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

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

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

5.4. Method and Terms of Payment

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

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

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

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

ARTICLE 6. INSURANCE AND INDEMNIFICATION

6.1. Insurance

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

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

- c. Commercial automobile liability coverage, including non-owned and hired, in an amount not less than \$1,000,000.

6.1.2. Professional Liability Insurance. Subject to the City's waiver or modification of Professional Liability Insurance upon written request of the Architect/Engineer, the Architect/Engineer shall maintain insurance to protect against claims arising from the performance of the Architect/Engineer's services caused by any negligent acts, errors, or omissions for which the Architect/Engineer is legally liable ("Professional Liability Insurance"). Except when a waiver is approved by the City upon written request of the Architect/Engineer, such Professional Liability Insurance shall be in an amount not less than \$1,000,000 per claim and in the annual aggregate. The Architect/Engineer shall endeavor to keep such insurance in effect for so long as the Architect/Engineer may be held liable for its performance of services for the Project. If the Professional Liability Insurance is written on a claims-made basis, such insurance shall have a retroactive date no later than the date on which the Architect/Engineer commenced to perform services relating to the Project. The insurance company issuing the Professional Liability Insurance policy must be authorized to do business in Ohio and have a rating of at least A status as noted in the most recent edition of the Best's Insurance Reports.

6.1.3. Certificates. The Architect/Engineer shall provide the City with certificates of insurance evidencing the required coverages and amounts, including without limitation any certificates of renewal of insurance. The policies of insurance shall contain a provision that the policy or policies will not be canceled without thirty (30) days' prior written notice to the City; ten (10) days in the event of cancellation for non-payment of premium.

6.2. Indemnification

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

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

ARTICLE 7. DISPUTE RESOLUTION PROVISIONS

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

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

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

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

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

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

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

ARTICLE 8. TERMINATION AND REMEDIES

8.1. Termination of Agreement

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

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

8.1.3. Architect/Engineer's Remedies Upon Termination by City for Cause. In the event of a termination which is due to the failure of the Architect/Engineer to perform in accordance with the terms of this Agreement, the Architect/Engineer shall be compensated only for Basic Services performed and paid for prior to the termination date in accordance with the actual time at billing rates as set forth in 5.3.1., together with Additional Services completely performed prior to the termination date. In such event, the Architect/Engineer shall be reimbursed only for Reimbursable Expenses incurred prior to the date of the notice of termination, unless the City consents in writing to the payment of Reimbursable Expenses incurred after that date.

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

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

8.2. Remedies

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

remedy provided at law or in equity. Except as otherwise provided in this Agreement, each and every remedy of the Architect/Engineer shall be cumulative and shall be in addition to any other remedy given to the Architect/Engineer hereunder or now or hereafter existing.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1. Ownership and Use of Documents

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

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

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

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

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

9.5. Extent of Agreement

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

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

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

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

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

9.6. Governing Law

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

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

9.7. Notices

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

9.7.2. Facsimiles. For convenience of communication only, notices, certificates, requests, or other communications hereunder of fewer than ten (10) pages, except requests for payment, may be sent by facsimile transmission to the City at (419) 627-5933 and to the Architect/Engineer at (216) 378-1497. Notices, certificates, requests, or other communications sent by facsimile transmission shall not be deemed to be given unless a counterpart is received or mailed in accordance with Subparagraph 9.7.1. Requests for payment may be sent to the City by facsimile transmission only upon specific direction from the City.

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

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

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

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

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

Environmental Design Group, LLC

By: _____

By: _____

CITY OF SANDUSKY, OHIO

By: _____
Eric Wobser
City Manager

CERTIFICATE OF FUNDS

In the matter of: Agreement with Environmental Design Group, LLC
 Landing Park Design

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the City of Sandusky, Ohio under the foregoing Agreement have been lawfully appropriated for such purposes and are in the treasury of the City of Sandusky or are in the process of collection to the appropriate fund, free from any previous encumbrances. This certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code (ORC)

Dated: _____, 2018

CITY OF SANDUSKY, OHIO

By: _____
 Hank Solowiej, CPA
 Finance Director

Account Number

Amount



June 18, 2018

Mr. Eric Wobser, City Manager

CC: Mr. Aaron Klein, PE

Via Email

**Re: Landing Park Survey, Right-of-Way, Professional Civil Engineering,
Landscape Architecture and Coastal Engineering Design and Services
Environmental Design Group No. 16-00259-05P**

Dear Mr. Klein:

Environmental Design Group is pleased to submit our proposal for the Landing Park Survey, Right-of-Way, Professional Civil Engineering, Landscape Architecture and Coastal Engineering Design and Services. The basis of design is the Commission- approved Landing Park Master Plan conceptual design. We have teamed with Osborn Engineering, OR Colan, KS Associates, Contractors Design and CTL Engineering to provide expertise in the various components of this exciting and regionally significant project.

Per our meetings and subsequent conversations, below is a summary of our proposed scope of services for the Sandusky Landing Park Design Services. The study area for this design project extends from the proposed bridge at Pipe Creek (western terminus) to the old Griffing Airport site, now known as Landing Park (eastern terminus), which consists of roughly 22 acres. See attached "Landing Park Design Study Area" for study area limits.

The project consists of developing a trail and park system, park drive and parking, pedestrian bridges, retaining structures, boardwalks, pavilions/buildings, vista points, and other park amenities. The trail will start near the intersection of State Route 6 and Cedar Point Drive and progress southeastward for about 2-1/4 miles. The trail passes through developed areas, shore lines, and wetlands.

The conceptual design elements from the Landing Park Master Plan, as performed by Environmental Design Group, will be developed into a 30% schematic design, 70% detailed design and 100% construction documents.

We have included a list of assumptions and exclusions that will help clarify the intended scope of work, both for the City of Sandusky (Client) and for Environmental Design Group.

SCOPE OF SERVICES SUMMARY

Unless specifically written as a responsibility of the City of Sandusky/Client, recommendations and comments shown within the scope of services are directed towards the design team.

The services to be performed by Environmental Design Group in accordance with this proposal are as follows:

The community impact people.

CORPORATE

450 Grant Street / Akron, OH 44311

P 330.375.1390 / **F** 330.375.1590

TF 800.835.1390

CLEVELAND OFFICE

2800 Euclid Avenue, Suite 509

Cleveland, Ohio 44115

COLUMBUS OFFICE

88 East Broad Street, Suite 880

Columbus, Ohio 43215

envdesigngroup.com

Task 1 – Topographic, Boundary & Hydrographic Survey, Right-of-Way Plans, Legal Descriptions, Appraisals & Negotiation

A. Topographic Survey (22 acres +/-)

Our services will consist of a Topographic Survey at a minimum of 60 feet in width at the proposed pathway location from Cedar Point Drive to east of Sports Force Park. Features such as hardscape surfaces, observed above-ground utilities, underground utilities as marked in the field with assistance of OUPS locating service, rim & invert elevations of utility castings, trees 6" diameter or greater, fences, walls, guardrails, drive aprons, poles, signals, vaults, overhead lines, and other features will be shown. Elevations within vegetation areas and edge of water to be acquired in areas as defined on your provided maps. Survey work to be performed on grid north for Ohio State Plane Coordinate System, NAD '83 (2011 adjustment) horizontal datum, Geoid 12A and NAVD '88 for vertical datum. Approximately 6-10 benchmarks will be provided referencing said datums. This task includes office drafting of field data with 1' contours utilizing AutoCAD software and providing a CAD file & signed/sealed drawings.

Topographic data will be attained as reasonably safe to acquire (pertaining to wet areas).

B. Soil Boring Stakings

Soil Borings Mobilization 1: Our services will consist of staking (up to) 35 soil borings (locations to be determined) for a geotechnical contractor.

Soil Borings Mobilization 2: Our services will consist of staking (up to) 16 soil borings (locations to be determined) for a geotechnical contractor.

C. Boundary Lines for Easements

Our services will consist of defining boundary lines for easements for the proposed pathway through the nine (9) parcels as defined in the Proposal Request conversations. Please note that we did not include full boundary surveys of these parcels, but sufficient boundary work to identify an easement through the properties. We have included research of deeds (scanned) and record surveys, searching for existing pins, and generating a base map in AutoCAD for property boundaries with a signed/sealed drawing.

This task includes preparing linework for a 60' wide easement.

D. Surveys for Easements

Our services will consist of preparing surveys for easements through an 18.25-acre parcel owned by Cedar Point Park, LLC (PP# 57-05988.000) and a 230.64-acre parcel owned by Erie Metroparks (PP# 57-62420.000).

E. Boundary Surveys (if necessary)

Our services will consist of preparing boundary surveys for an 18.25-acre parcel owned by Cedar Point Park, LLC (PP# 57-05988.000) and a 230.64-acre parcel owned by Erie Metroparks (PP# 57-62420.000).

F. Hydrographic Survey

The survey will be performed with a GPS enabled single beam echo sounder (Seafloor Systems Hydrolite-TM Milspec) from a survey boat. The survey will include the nearshore from the minimum navigable depth for the survey boat (about 2 feet) to about 200 feet lakeward of the proposed improvements. This includes the area of the proposed Hemminger Boardwalk and Bridge and the nearshore lakeward of the former Griffing Airport.

G. Right-of-Way Easement Documents

To facilitate the acquisition of land rights, Environmental Design Group will utilize the boundary surveys to create legal descriptions and exhibit maps for use in obtaining rights needed to complete the project.

As the required limits are determined by the design team, Environmental Design Group will prepare preliminary acquisition maps for your review. The maps will be graphic in nature and contain acquisition lines, and take areas for discussion with the appropriate parties.

Revisions will be made based on your input and preliminary maps will be provided. This proposal includes no more than two (2) preliminary discussion maps for each parcel.

Upon confirmation of the acquisition areas, Environmental Design Group will prepare final acquisition documents.

Legal descriptions will be prepared to City and County standards and provided in hard copy and digital format for your use in preparing easement documents for recording. Exhibit maps will also be prepared to accompany the legal descriptions.

Individual exhibits and a master overall map will be prepared for the project.

Should revisions be required after the preliminary discussion map has been provided to Environmental Design Group, we will make one revision within the scope of this proposal.

Hard copies and digital format will be provided upon completion of each exhibit.

The City will be responsible to prepare easement documents with our product as attachments. The City will also be responsible for all submittals to review agencies, governing entities for recordation, and to pay all review and recording fees.

H. Real Estate Acquisition/Right-of-Way Clearance

OR Colan will complete easement acquisitions for the following eleven (11) parcels:

Parcel	Impact	Owner Name	APN
1	Easement	Cedar Point Park, LLC	57-06017.000
2	Easement	Cedar Point Park, LLC	57-05728.224
3	Easement	The Harbour Homeowners Association, Inc.	57-05728.284
4	Easement	Harbour Lagoons Association	57-05728.221
5	Easement	Stanley & Todd Runkle	57-01729.000
6	Easement	One Perkins Place	57-05505.001
7	Easement	Shiv Aum DP, LLC	57-02305.000
8	Easement	MHD Corporation	57-02920.000
9	Easement	MDH Corporation	57-05874.000
10	Easement	Erie Metroparks	57-62420.000
11	Easement	Cedar Point Park, LLC	57-05988.000

The easement acquisitions include project management, title research, appraisal, negotiation and closings. Appraisal review will be conducted by the City of Sandusky and is not included in this scope of services.

Standards – OR Colan will follow accepted real estate acquisition standards that are in compliance with the Ohio Revised Code, the Federal Uniform Act, and as outlined in the most current edition of the Ohio Department of Transportation's *Real Estate Policy & Procedures Manual*.

Title Research - All title research activities will be the responsibility of OR Colan.

Title activities include the following:

- Preparation of Report on ODOT Form RE 46 (Title Report) and RE 46-1 (Chain of Title). A title report will be completed for each common ownership which may contain multiple Auditor Parcel Numbers (APN's);
- OR Colan will be responsible for a 42-year minimum title search back to a warranty deed for all parcel numbers;
- On Non-Complex ownership parcels OR Colan will provide up to one chain of title per title report. A non-complex ownership is a residential parcel identified as one (1) individual owner, a married couple or a trust;
- On Complex ownership parcels OR Colan will provide a minimum of one (1) chain of title or up to three (3) chains of title per report. A complex ownership is identified as a parcel owned by a Limited Liability Company, Corporation, Limited or General Partnership, Sole Proprietor, Public Agency or Church;
- Additional research is required on Non-complex or Complex parcels that have more than five (5) fractional interests, more than 10 (ten) active liens associated with the parcel or more than ten (10) easements per title report.

OR Colan reserves the right to request additional funds through a contract modification when additional research beyond the criteria outlined above for any such affected parcel.

The following will be completed as part of the standard title research:

- Complete copy of the current deed of record and additional deeds vesting fee simple title in the current owner and the root deed of title;
- Copy of Auditor's card showing land and improvement values;
- Tax mailing address;
- Copy of taxes for each auditor's parcel number and payment status;

- Copies of mortgages, mortgage assignments, tax liens, judgment liens, workers;
- Compensation liens, unemployment liens and other liens that encumber each
- Auditor's parcel number that is subject of the title report;
- Copies of leases (in the case of Oil and Gas Leases no search will performed on the assignment of various lease interest);
- Copies of easements and rights of way found within the time frame searched, or referenced on current documents found;
- Copies of subdivision plats, annexation plats, splits and combines of property (only provided if they indicate easements or restrictions on the subject parcel);
- Docket entries for pending suits;
- Corporate Documents (if available on the Secretary of State's website).

The following research is not part of the Title Report and will not be provided:

- Auditor's Tax Maps;
- Copies of all the deeds in the chain of title for the time period searched, other than the current deed of record and root deed as identified under Title Research;
- Subdivision plats, annexation plats, split plats and combine plats not showing easements or restrictions;
- Search chain of Oil & Gas lease assignments or mineral rights, reserved or conveyed out.

Appraisals:

Preliminary Right of Way Cost Estimate - Right of way cost estimates are a "planning level" estimate, providing an estimated value or range of values for affected parcels within the proposed project. OR Colan shall be responsible to provide one (1) preliminary cost estimate which will include the following scope:

- Cost estimates will be prepared utilizing most recent information gathered and provided by the design consultant for each affected parcel within the project. The design consultant will provide right of way plans, summary sheets and base mapping inclusive of property lines, parcel acreages, right of way lines (both existing and conceptual permanent fee takes), wetland delineation, etc. Environmental reports will also be made available to OR Colan, as needed.
- This cost estimate will not include costs applicable to the relocation of utilities, construction labor costs or costs associated with relocation assistance payments unless otherwise requested by the client.
- OR Colan will physically view the proposed project corridor, taking notes and/or photos of parcels with anticipated damages.
- The land and structures/buildings within the alignment will be valued based on a number of sources including but not limited to County auditor's records, local multiple listing services, zoning maps, private data services and conversations with realtors familiar with local real estate market conditions for the purpose of establishing differing market values for each property type, i.e., residential, commercial, industrial, agricultural, etc.
- This estimate will also consider the part taken and damages to the residue. The part taken considers land and improvements within the take area(s) that are established via the right of way plans. Damage to a residue is the diminution of value to the portion of a property not taken for the project. The damage estimate is to be based on the appraiser's experience and these costs should be related to

- former projects from the general geographical area or from similar types of projects.
- OR Colan will develop a spreadsheet categorizing each parcel along the corridor and those impacts caused by the taking applied to each parcel resulting in a computation of the appraiser's estimate of compensation due the property owner for each parcel.
 - OR Colan reserves the right to request a contract modification if the City of Sandusky requests more than one (1) right of way cost estimate or if the right of way plans are revised after completion of the RW cost estimate requiring another cost estimate update to be completed.

Scope of Appraisal Meeting – A scoping meeting shall be held at the project site to finalize appraisal formats. It is recommended that a representative from City of Sandusky, Consultant Appraiser and Review Appraiser be in attendance. All formats will be in compliance with the current edition of the appropriate DOT Real Estate *Policy and Procedures Manual* and shall comply with current USPAP appraisal standards. This meeting attendance is strictly for appraisal scoping and does not include any kick-off meeting or public meeting attendance.

Parcel Impact Notes – Parcel Impact Notes (PIN) otherwise known as an Appraisal Problem Analysis (APA) is a document that identifies extraordinary or non-typical items that need to be addressed within each appraisal. This document will call these items to the attention of the appraiser for each parcel in the project and are prepared by the Review Appraiser. The costs associated with the development of the PIN's/APA's are not included in the appraisal review fee unless otherwise noted in the proposal.

Right of Accompaniment – Owners of property where value finding and summary appraisals are being conducted will be given the right of accompaniment. Only one meeting/accompaniment per property is included in the scope of services. Contact will be made by telephone or certified letter form depending upon the project timeline. If no response is made by the owner before the indicated deadline to do so, then it is implied that the owners have declined their right of accompaniment and no subsequent trip to provide accompaniment will be granted unless other arrangements have been made or additional compensation is agreed upon between OR Colan and the City of Sandusky.

Appraisal Process – The appraisal function will be consistent with The Uniform Standards of Professional Appraisal Practice USPAP and the appropriate agency appraisal guidelines and requirements of the client such as: State DOT Policy & Procedures, FAA, FEMA, The Uniform Appraisal Standards for Federal Land Acquisitions "Yellow Book" and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 "Uniform Act".

In the course of the Appraisal Review process reviewers are required to submit a formal deficiency letter or an informal request for corrections to the appraiser for all necessary corrections. The reviewer shall request all corrections per appraisal report from the appraiser in one request in order to complete the appraisal review. If multiple requests for corrections on the same appraisal report are required then the appraiser may seek additional compensation for appraisal services rendered.

Appraisal/Appraisal Updates – OR Colan will be responsible for all appraisal activities. All valuation activities will be done in accordance with USPAP appraisal standards and the appropriate *DOT Policy and Procedures Manual*, unless otherwise directed by the City of Sandusky. Appraisal and Appraisal updates will be the responsibility of OR Colan. Any appraisal update will require prior approval from the

client at OR Colan's pre-negotiated fee.

Appraisal Reviews – The Appraisal Review process is required if either: (1) directed by the City of Sandusky or (2) State or Federal funds are used on any phase of this project. Review appraisers are not part of Appraisal Scope of Services and this price proposal does not include fees for a Review Appraiser unless otherwise stated in the proposal.

The Appraisal Review process is considered necessary and a required element when State or Federal funding is provided. The appraisal review quote implies one review per parcel. Should more than one review per parcel be necessary resulting from plan changes, multiple reviews of the same appraisal report, etc. then the review appraiser may seek additional compensation for additional review services.

Continued Appraisal Support – A certain level of continued appraisal support is included during the negotiation process in order to explain a complicated appraisal process or to answer a simple question. This is implied in the scope as an effort to aid the negotiating team. However, should a significant block of time be required to be set aside to answer issues or prepare additional documentation, not otherwise requested in the appraisal review process, the appraiser retains the right to submit a contract modification for additional time and expenses accrued outside the limits of the original appraisal scope.

Sign Value Estimates – When acquiring right of way, especially within a commercial corridor it becomes necessary to provide a sign valuation estimate. This task is generally provided by someone experienced in the field of sign valuation and comes at an additional cost. The cost of the sign valuation is not included in this scope of services.

Acquisition:

Preparation of Individual Parcel Files – OR Colan shall be responsible for the assemblage and maintenance of all acquisition and relocation files. All files will be maintained in accordance with the ODOT Real Estate *Policy and Procedures Manual* and as directed by the City of Sandusky.

Negotiations – OR Colan will be responsible for all negotiation activities. All negotiation activities will be done in accordance with the ODOT Real Estate *Policy and Procedures Manual* Section 5000 et seq., unless otherwise directed by the City of Sandusky. OR Colan is responsible for the preparation and distribution of the Notification Letters and Brochures; and the preparation and distribution of Offer Letters. During negotiations, OR Colan shall supply the fee owner with a copy of the applicable Appraisal or Value Analysis. OR Colan will prepare and supply a City of Sandusky approved Brochure or ODOT Brochure, as directed by the City of Sandusky. OR Colan will complete a maximum of ten (10) contacts (face to face meetings, phone calls, faxes, mail, and/or e-mails) per acquisition parcel within a sixty (60) day period from the date of the Initial Offer, in order to secure the parcel. All contacts will be logged in the Acquisition Agent's notes, as part of the parcel file records. Should the City of Sandusky wish to extend negotiations beyond ten (10) contacts or beyond a sixty (60) day period, OR Colan reserves the right to request a contract modification for additional Negotiation labor fee(s) with the affected property owner(s).

Property Inventory Classification – One of the early items of work will be the preparation of a Property Inventory Classification (typically using Ohio Department of Transportation (ODOT) Form RE-95), if needed for specific parcels on this project. This will identify signs, fences, light poles, etc... being removed as part of the project, which are located in the

Warranty Deed (WD), Permanent Easement and Temporary Easement areas. This form will establish ownership of these items and identify which improvements are real property and which are personal property. These forms will be provided to the appraiser(s) so that the owners/tenants are accurately compensated for their site improvements.

Bill of Sale – Bill of sale parcels are encountered when a third party (or more) owns the improvement(s) in the take area. As such, a Bill of Sale parcel is treated as a separation negotiation with the owner(s) of the improvement(s) and a separate negotiating fee is provided for in the Cost Proposal for each owner of an improvement Bill of Sale parcels require the completion of ODOT Forms RE 56, RE 68 and RE 69, per ODOT *Policy and Procedures*.

Legal Descriptions – Legal Descriptions will be supplied by Environmental Design Group.

Legal (Conveyance) Instruments – Legal (Conveyance) Instruments will be provided by the City of Sandusky.

City of Sandusky Representative may Accompany Consultant – At the request of the City of Sandusky, employees of the City of Sandusky may accompany OR Colan on any or all phases of the acquisition process; but on a schedule and at times set by OR Colan.

Closing & Title Update:

Closings – All closing activities are to be the responsibility OR Colan. Closing activities include the following:

- Title Update (listed as a separate fee in the cost proposal);
- Preparation of ODOT Form RE-57 and submission of the completed form to the County Auditor's Office for determination of pro-rated taxes and unpaid assessments;
- Preparation of mortgage and lien releases;
- Securing of said releases on encumbered property from the property owners or the mortgage/lien holders;
- Conducting of closings and the disbursement and collecting of monies as required;
- Assisting the property owner in the execution of required instruments and forms, including but not limited to the Closing & Settlement Statement (RE-44/44-1) and Affidavit by Seller (RE-45);
- Securing the necessary approvals from required local agencies to permit the transfer of ownership of property rights in the County Auditor's Office;
- Recording the instruments and releases with the County Recorder's Office;
- Depositing the pro-rated taxes with the required County office and obtaining a receipt;
- Monitoring the property owner for compliance with performance withholding requirements on non-structure parcels involving retention of signs, etc.; Paying owner(s) and securing receipt upon property owners' compliance with requirements

The City of Sandusky will be responsible for the following:

- Completing and submitting to the specific County offices the tax exemptions (DTE 23 Forms);
- The City of Sandusky will be responsible for payment of any taxes from the date of deed transfer to obtaining tax exemption status.

Title Updates – OR Colan will be responsible to provide one (1) title update per parcel

prior to closing a parcel or filing a parcel for appropriation. If additional title updates are required by the City of Sandusky, an additional title update fee will be charged to complete this work.

Mortgage Releases – OR Colan will be responsible to secure Mortgage Releases for each parcel; which includes contacting, providing documents and continued coordination with the Lending Institution(s) or Lien Holder(s). OR Colan assumes an average of one (1) mortgage and/or lien release per parcel. If additional releases are required beyond the estimated number of releases provided for in this proposal, an additional fee will be charged to perform this work, with approval of the City of Sandusky. Mortgage Release fees charged by the Lending Institution will be invoiced as actual costs to the project, as pre-approved by the City of Sandusky.

Project Administration:

Project Mobilization Meeting – A Project Mobilization Meeting is held to introduce each other and to clarify any questions relating to project scope. A Project Mobilization Meeting will outline contact persons and communication protocol. At this meeting, all issues related to the specific job and its division of responsibilities will be resolved.

Project Timeline – A Project Timeline will be submitted by OR Colan. It will indicate the critical path of the project as it relates to overall project development.

Administrative Reviews – The City of Sandusky shall be the primary contact for settlement authority requested by OR Colan for administrative reviews. All requests for administrative reviews shall be in writing and shall contain all appropriate documentation to support a request. A recommendation will be provided by the OR Colan. OR Colan shall have the authority to approve Administrative Reviews up to 10% over the original offer (the established fair market value estimate), said 10% not to exceed \$500.00. Inter-agency coordination, if required, for this task will be performed by OR Colan to secure all approvals and signatures on Administrative Settlements.

Appropriation Coordination – The City of Sandusky's legal counsel or other official as designated by the City of Sandusky shall be the primary contact for all appropriation coordination activities. Upon receipt of the appropriation billing package from OR Colan, the City of Sandusky will be responsible for filing in the appropriate court of law. The City of Sandusky will file the DTE 23 upon receipt of a final court entry. This Scope of Service and Cost Proposal provides for the preparation of the appropriation package only. Follow-up meetings during or after the filing process (after the parcel has been submitted for appropriation and the City of Sandusky directs OR Colan to re-enter into negotiations); mediation hearings, court deposition and testimony, or assisting legal counsel is not included with this Scope and Fee. However, these services can be provided by OR Colan if a scope and fee can be mutually agreed upon between the City of Sandusky and OR Colan.

Billing – Complete billing packages (signed parcels or appropriations) shall be submitted to the City of Sandusky for processing. Billing package contents will be consistent with the particular section of the ODOT *Policies and Procedures Manual* being utilized. All forms/negotiator and relocation notes must be typed or computer generated. Specific items of information to be included in the billing package will be defined during the Project Mobilization meeting. All billing requests will be reviewed and warrants processed by appropriate City of Sandusky personnel. Deficient packages returned to OR Colan for correction shall be completed and returned to the City of Sandusky within ten (10) business

days. In the case of signed parcels, the warrant shall be prepared by the City of Sandusky and then forwarded to OR Colan for payment to the owner(s). In the case of appropriations, the warrant will be forwarded to the City of Sandusky's legal counsel to be placed on deposit with the Court. In all cases, the City of Sandusky will prepare the 1099-S forms, in conjunction with the processing of the warrants to pay each property owner.

Project Status Reports – OR Colan shall provide a monthly status report to the City of Sandusky on a form acceptable to the City of Sandusky. The status report shall be a stand-alone document indicating the current acquisition status of the project.

Project Meetings – OR Colan will meet with City of Sandusky personnel once per month after the Project Mobilization Meeting to discuss project status. If additional meetings are requested by the City of Sandusky, OR Colan reserves the right to request a contract modification for attending or participating in additional meetings beyond the schedule outlined above.

Project Certification – Upon completion of all acquisition activities for the project, OR Colan shall certify to the City of Sandusky that all acquisition activities are completed in accordance with ODOT Real Estate Policy and Procedures.

Final File Disposition – Upon receipt of recorded instruments for signed parcels or the filing of an appropriation case, OR Colan shall submit the individual parcel file(s) to the City; either individually or at the end of the project during the project closeout.

Quality Assurance Reviews – OR Colan shall fully cooperate with the City of Sandusky during the auditing of the project by the City of Sandusky.

Utility Coordination Process – The utility service providers will work with the Design Team to identify specific utility relocation needs critical to the advancement and completion of the project.

Responsibility of OR Colan:

OR Colan shall be responsible for the following acquisition services under the Scope of Services for this project:

- Property Inventory Classifications (ODOT Form RE-95)
- Project Schedule
- Title/Title Updates
- Preparation of Individual Parcel Files
- Value Analyses/Appraisals/Updates
- All Phases of Acquisition (Negotiations) including all necessary written correspondence to owners (Notification Letters, Offer Letters, etc...)
- Preparation of Billing Packages
- Closings
- Project Administration
- Project Status Reports – Monthly Submittals
- Project Certification to the City of Sandusky
- Final File Disposition

Responsibility of The City of Sandusky:

The City of Sandusky shall be responsible for the following acquisition activities under the Scope of Services for this project:

- Project Authorization
- Encumbrances
- Appropriation Coordination
- Billings for Owner Settlement Checks or Checks for Deposit in Court
- The City of Sandusky will file the DTE 23 upon receipt of a final recorded document or final court entry
- Payment of taxes after deed transfer, if necessary
- Completion of IRS Form 1099-S

Reference Documents – Applicable provisions of the following documents shall be incorporated by reference into this Scope of Service:

- Ohio Department of Transportation, Office of Real Estate's *Policy and Procedures Manual*
- The Ohio Revised Code
- The Ohio Administrative Code
- USPAP

Task 2 – Required Environmental Due Diligence and Permitting

The following due diligence, permits, and agency coordination will be performed as part of this project:

A. Wetland and Other Surface Waters Delineation and Report

Prior to conducting a field survey, Environmental Design Group will perform a review of existing pertinent, public information to get an indication of where wetlands and surface waters are likely to occur within the project area. Background information to be reviewed includes published information such as aerial photographs, U.S. Geological Survey (USGS) topographic maps, the U.S. Fish and Wildlife (USFWS) National Wetland Inventory, the Ohio Wetland Inventory, the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (FIRM), and the Erie County Soil Survey and hydric soils list.

Environmental Design Group will conduct a field visit to delineate all wetlands and other surface waters within the project area. Potential wetlands will be delineated according to methods specified in the U.S. Army Corps of Engineers (USACE) 1987 *Corps of Engineers Wetlands Delineation Manual* and the 2012 *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Northcentral and Northeast Region*. The quality of all wetlands will be assessed according to the Ohio Environmental Protection Agency (Ohio EPA) *Ohio Rapid Assessment Method for Wetlands* (ORAM). Additionally, a request for an Environmental Review will be submitted to the Ohio Department of Natural Resources (ODNR) Division of Wildlife (DOW) regarding potentially occurring Rare, Threatened, and Endangered (RTE) wildlife and plant species or other sensitive areas in the project vicinity, which is required in order to complete the ORAM scoring sheets.

Streams within the project area will be identified and assessed using either the Ohio EPA *Field Evaluation Manual for Ohio's Primary Headwater Habitat (PHWH) Streams* or the *Methods for Assessing Habitat in Flowing Waters: Using the Qualitative Habitat Evaluation Index (QHEI)*. Headwater streams (drainage area less than 1.0 square mile) will be classified using the PHWH Headwater Habitat Evaluation Index (HHEI). Streams with drainage areas greater than 1.0 square mile will be classified using the QHEI. All wetlands and streams within the project area will be photographed.

Wetland boundaries and stream centerlines will be mapped using a portable Global Positioning System (GPS) unit with sub-meter accuracy. GPS data will be entered into a Geographical Information System (GIS) for production of a map illustrating wetland and stream locations and wetland determination data points.

The results of the wetlands and surface water delineation will be presented in a report documenting the size and quality of wetlands and surface waters within the project area. The report will include a written description of wetlands and streams present, maps indicating locations of resources, photographs of the resources, and completed field data forms. The report will include an opinion on jurisdictional status of on-site wetlands and surface waters based upon nexus to Traditional Navigable Waters. However, jurisdictional determination is established only by the U.S. Army Corps of Engineers. The report will include an opinion on category/quality of on-site wetlands and surface waters based upon ORAM and/or HHEI/QHEI scores. However, category/quality of wetlands and streams is determined by the Ohio Environmental Protection Agency.

If the wetland and surface waters delineation is conducted outside of the growing season, a follow up visit during the growing season to confirm wetland boundaries may be necessary depending on site conditions, type of vegetative communities encountered, and weather conditions at the time of the original site visit. The verification would be conducted before the report is submitted to any resource agency for review or concurrence. This scope assumes the delineation field work will be conducted within the growing season.

B. USACE Jurisdictional Determination Request Due Diligence, Request Submittal and Site Visit

After the Wetland and Other Waters Delineation Report is complete, Environmental Design Group will prepare and submit an Approved Jurisdictional Determination (JD) request to the U.S. Army Corps of Engineers (USACE) – Buffalo District if there is uncertainty as to the existence of a direct surface water connection to Sandusky Bay (i.e. if isolated wetlands may exist on site based upon opinion). The request will include a cover letter and the completed Wetland and Other Waters Delineation Report and aquatic resource summary table. In addition, Environmental Design Group will coordinate the scheduling as well as lead the on-site field verification meeting with the USACE. The delineation report will be amended to reflect the results of the field visit, if necessary. The JD must be completed prior to Section 404 (see Task 2C) and Isolated Wetland Permit (If Required) submittal if isolated wetlands exist on-site.

The USACE does not have a statutory obligation to review and complete JD Requests in any particular timeframe. Therefore, if all on-site wetlands and surface waters clearly have a direct surface water connection to Sandusky Bay, it is possible that a JD request can be combined with the Section 404 Permit thereby expediting the process. The USACE typically only conducts JD field visits during the growing season (the growing season varies year to year but is typically April to October). Approved JD issued by the USACE are valid for five years.

C. USACE Section 404 Due Diligence and Permit Application Preparation and Submittal (for trail and park; not including pier)

It is assumed that the Landing Park Trail & Park will require a Section 404 Nationwide OR a Section 404 Individual Permit. Upfront due diligence, agency coordination and

documentation will be conducted, and then as stated in items C.a. and C.b., either a Section 404 Nationwide or a Section 404 Individual Permit will be prepared and submitted.

Section 404 of the Clean Water Act establishes a program to regulate the discharge of dredged or fill material into waters of the United States, including wetlands, administered through the USACE. According to the Jurisdiction Determination letter from the USACE to Cedar Point Park, LLC dated February 17, 2016, the wetlands identified to the east and the west of the old airport runway are waters of the U.S. and are subject to jurisdiction under Section 404 of the Clean Water Act. Therefore, USACE authorization is required prior to activity in these, or any other on-site wetlands or surface waters identified during the Wetland and Other Surface Waters Delineation (Task 1) that are considered water of the U.S. Driven piles are typically not considered fill, and typically not regulated as impacts or disturbances under Section 404.

Compensatory mitigation is required for impacts to jurisdictional wetlands over 0.10 acre, and for impacts under 0.10 acre by USACE discretion through the Section 404 process.

The stream portion of the Ohio Stream and Wetland Valuation Metric (SWVM) is effective as of February 23, 2018. The Ohio SWVM is applicable when compensatory mitigation is required for impacts to wadable perennial, intermittent, or ephemeral streams. It is utilized to analyze a stream's baseline condition while also tracking the progression of any projected physical, chemical and/or biological functional lift achieved through compensatory mitigation. If required, data collection for each wadable stream requiring mitigation will include QHEI, HHEI, basic water quality indicators (i.e. specific conductivity, pH, and dissolved oxygen), laboratory testing of total iron, aluminum, and manganese, Headwater Macroinvertebrate Field Evaluation Index (HMFEl), and Invertebrate Community Index (ICI).

The SWVM incorporates a variety of information and data, including: proposed stream impacts; stream habitat and biological data; and corresponding stream mitigation evaluations. This information is compiled in a spreadsheet and an Index Score is generated. The Index Score is used to calculate necessary debits/credits for stream mitigation. It is assumed that compensatory mitigation will be achieved through purchase of credits through an approved Mitigation Bank and/or In-Lieu Fee program within the project's service area. Environmental Design Group will identify existing Mitigation Banks and In-Lieu Fee Programs within the project's service area. The City would be responsible for all mitigation-related fees. An on-site permittee responsible mitigation proposal or plan is not included in this proposal.

If stream impacts are proposed where the application of Ohio SWVM is not appropriate (i.e. proposed impacts or compensatory mitigation on a non-wadable stream), Environmental Design Group will coordinate with the City to determine the desired form of compensatory mitigation and develop a compensatory mitigation plan for proposed impacts. Compensatory mitigation will likely be achieved through purchase of credits through an approved Mitigation Bank and/or In-Lieu Fee program within the project's service area. The City would be responsible for all mitigation-related fees. An on-site permittee responsible mitigation proposal or plan is not included in this proposal.

This scope does not include the determination of mitigation required for impacted wetlands based on the Ohio Stream & Wetland Valuation Metric (SWVM) which has not been released at the date of this proposal. If compensatory mitigation for wetlands is required, Environmental Design Group will identify existing approved Mitigation Banks

and/or In-Lieu Fee programs within the project's service area, and will coordinate with the City to determine the desired form of compensatory mitigation. The City would be responsible for all mitigation-related fees. An on-site permittee responsible mitigation proposal or plan is not included in this proposal.

Nationwide Permit Regional General Condition number 4: In-Water Work Exclusion Dates indicates that Sandusky Bay is considered a percid water subject to an in-water work restriction period of March 15 through June 30. It is expected that the USACE will apply the in-water work restriction dates to the wetlands directly abutting Sandusky Bay. Work cannot occur within the restricted time period unless the applicant receives advanced written approval from the ODNR and notifies the USACE district engineer and receives written approval from the USACE. In the event that a Section 404 Nationwide Permit or Individual Permit authorization is not required, the in-water restriction dates still apply.

A Section 404 is generally valid for five years after the date it is issued. All construction activities must be completed within those five years and according to any conditions listed in the permit, unless an extension is granted upon a written request received before the permit expires.

Early coordination with USACE is required to determine if the project qualifies for a Nationwide Permit and/or must be processed as an Individual Permit. In addition, if there is no discharge of dredged or fill material into wetlands or streams due to construction techniques proposed, a Section 404 permit would likely not be required. In that circumstance, an early coordination meeting is anticipated to discuss the scope of the project. Environmental Design Group would request a letter from USACE – Buffalo District stating that no permit is required.

- a. Section 404 Nationwide Permit Application Package Preparation and Submittal
Proposed impacts to waters of the U.S. may qualify for authorization under Nationwide Permit (NWP) 14 – Linear Transportation Projects, NWP 33 – Temporary Construction, Access, or Dewatering, or NWP 42 – Recreational Facilities if the following conditions are met:
 - Combined impacts to non-tidal wetlands and other waters are under 0.5 acre, and
 - Loss of stream bed is under 300 linear feet

If these conditions are met, Environmental Design Group will prepare and submit a Pre-Construction Notification under the Nationwide Permitting Program to the USACE – Buffalo District. The Nationwide Permit application package generated by Environmental Design Group will include:

- Cover letter providing description of proposed activity and proposed impacts;
- Completed application form and aquatic resource summary table;
- Delineation Report with ORAM forms;
- Compensatory mitigation proposal through an existing approved Mitigation Bank or In-Lieu Fee program;
- Documentation of request for an Environmental Review through the Ohio Department of Natural Resources (ODNR) Division of Wildlife (DOW) and associated response if received by date of NWP application submittal;

- Documentation of request for information on Federally listed, threatened, and candidate species submitted to the United States Fish & Wildlife Service and associated response if received by date of NWP application submittal;
- Documentation and discussion of findings of a desktop review of recorded historic sites listed on the Ohio History Connection Online Mapping System; and
- Plan set showing wetland and surface water boundaries

An ORAM verification through Ohio EPA is required for impacts to jurisdictional and isolated wetlands. This scope includes one ORAM verification field visit with Ohio EPA.

The proposal includes a total of two meetings with USACE-Buffalo District regarding the Section 404 Nationwide Permit; it is anticipated that one meeting will be conducted before the permit application package is submitted.

The USACE permit review period for a Nationwide Permit application is generally 45 days which begins upon the receipt of a complete application to the USACE. However, a Section 404 permit cannot be issued until a Section 401 Water Quality Certification is issued through the Ohio EPA (see Task 2G) and a Section 408 authorization is issued through USACE (if required, see Task 2E).

OR

- b. Section 404 Individual Permit Application Package Preparation and Submittal
- If the conditions of the Nationwide Permitting Program are not met, a Section 404 Individual Permit will be required through the USACE. Typical Section 404 Individual Permits application packages include all the above information required for the Nationwide Permit application package (Task 2Ca), and can include but is not limited to the following additional information that would be generated by Environmental Design Group:

- Alternatives analysis;
- Complete list of avoidance, minimization, and compensatory mitigation efforts;
- Detailed description of the project sufficient for Public Notice;
- Applicable fees (to be paid by the client); and
- Approved Section 401 Water Quality Certification from Ohio EPA

An ORAM verification through Ohio EPA is required for impacts to jurisdictional and isolated wetlands. This scope includes one ORAM verification field visit with Ohio EPA.

The proposal includes a total of three meetings with USACE-Buffalo District regarding the Section 404 Individual Permit; it is anticipated that one meeting will be conducted before the permit application package is submitted.

There is no statutory timeframe on an USACE Individual Permit application review. However, the USACE advises that typical Individual Permits take 4-6 months to review, but can take longer depending on the project scope. However, a Section 404 permit cannot be issued until a Section 401 Water

Quality Certification is issued through the Ohio EPA (see Task 2G) and a Section 408 authorization is issued through USACE (if required, see Task 2E).

D. USACE Section 10 Permit Application Package Preparation and Submittal

USACE authorization pursuant to Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403) is required for structures and/or work in or affecting navigable waters of the U.S. Lake Erie and is considered a Section 10 navigable water. As stated in 33 CFR 322, for the purposes of a Section 10 permit, a structure of work under or over a navigable water of the U.S. is considered to have the potential to impact the navigable capacity of the waterbody.

According to the Jurisdiction Determination letter from the USACE to Cedar Point Park LLC dated February 17, 2016, the wetlands identified to the east and the west of the old runway extend below the ordinary high water mark of Sandusky Bay (Lake Erie). Section 10 includes all land and water surface and bed of a navigable waterbody, which includes all land and waters below the ordinary high water mark and that all adjacent embayments, or backwater areas, ponds or wetlands located below the ordinary high water mark are considered navigable. USACE authorization is required for work below the ordinary high water mark. Therefore, work within the wetlands extending south from the bay to the east and west of the old runway will require Section 10 authorization. Driven piles in navigable waters are regulated under Section 10. In addition, the proposed pier in Sandusky Bay will require Section 10 authorization.

The proposed bridge spanning Pipe Creek is under jurisdiction of the U.S. Coast Guard (USCG) under Section 9 if the waterway is determined by the USCG to require a bridge permit (If Required). Even if the waterway is determined to not require a bridge permit from USCG, it is anticipated that the bridge over Pipe Creek will not be under the purview of the USACE under Section 10 as the USACE defers to the USCG for bridge projects.

The scope and fee for this task assumes that a Section 404 permit (Task 2C) is not required.

Several Nationwide Permits authorize work under both Section 404 and Section 10. However, not all Nationwide Permits grant approval under both Section 10 and Section 404. If the Nationwide Permit authorized by USACE does not include Section 10 authorities in it, the USACE may choose to issue multiple Nationwide Permits for the project, or issue a Letter of Permission under Section 10. In the event that a Section 404 permit is not required, a Letter of Permission from the USACE under Section 10 will be requested.

The proposal includes a total of two meetings with USACE-Buffalo District regarding the Section 10 permit; it is anticipated that one meeting will be conducted before the permit application is submitted.

The Endangered Species Act of 1973 (ESA) mandates all Federal departments and agencies to conserve listed species and to utilize their authorities in furtherance of the purposes of the ESA. Section 7 of the ESA requires that Federal agencies develop a conservation program for listed species (i.e., Section 7(a)(1)) and that they avoid actions that will further harm species and their critical habitat (i.e., Section 7(a)(2)). Section 7 consultation is required for projects with a federal nexus, including projects

that require a federal authorization (e.g. Section 10, 404, or 408 through the USACE or a bridge permit through the U.S. Coast Guard).

Environmental Design Group will review the list of Federal endangered, threatened, and candidate species in Erie County on the USFWS website. During the wetland and other surface water delineation field work (Task 2A), Environmental Design Group will note suitable habitat of any listed species. The information will be included in a letter to the USFWS field office requesting a review of the proposed project. The letter will include Environmental Design Group's opinion on the "effect" of the project on all listed species known to occur in the county. Before the letter is submitted to USFWS, Environmental Design Group will confirm with the appropriate Federal permitting agency to discuss the timing and contents of the letter.

For several permit authorizations, coordination with ODNR is a requirement that must be fulfilled to secure funding, licensing, or permitting, at both the state and federal level. Coordination letters that are prepared through ODNR's Environmental Review Program are done so under the authority of the National Environmental Policy Act (NEPA), the Endangered Species Act (ESA), the Fish and Wildlife Coordination Act (FWCA), the Clean Water Act (CWA), the Coastal Zone Management Act (CZMA), and other applicable laws and regulations. Therefore, Environmental Design Group will submit a request for an Environmental Review of the project through the ODNR – Division of Wildlife (DOW). The DOW provides recommendations and guidance on how to minimize and/or avoid impacts to state-listed rare, threatened and endangered wildlife known to occur in the county. An environmental review considers the habitats that are present at and adjacent to a project site and the potential impacts to species and their habitats.

Based upon the nature of Sandusky Bay, it is likely that the USFWS and ODNR response letters will include specific recommendations to protect listed species including but not limited to seasonal construction restrictions. The response letters will be submitted with the application materials to the Federal permitting agencies. It is likely that any Federal agency issuing an authorization will include the recommendations made by USFWS as permit conditions.

The proposal includes two meetings with the USFWS and/or ODNR to discuss any concerns and recommendations relating to the project in relation to a federal permit authorization.

E. USACE Section 408 Review Due Diligence

Section 14 of the Rivers and Harbors Act of 1899, as amended, codified in 33 U.S.C. 408 (Section 408), authorizes the Secretary of the Army to grant permission for the temporary or permanent alteration or occupation or use of a USACE civil works project if the Secretary determines that the activity will not be injurious to the public interest and will not impair the usefulness of the project. Alterations refers to any action by any entity other than USACE that builds upon, alters, improves, moves, occupies, or otherwise affects the usefulness, or the structural or ecological integrity, of a USACE project. Alterations also include actions approved as "encroachments" pursuant to 33 CFR 208.10.

According to the *Sandusky, Ohio Sandusky Harbor Project Condition Soundings 2017* drawings prepared by the USACE, the project area is not included in the USACE Sandusky Harbors civil works project. According to publicly available documents on the USACE website and the Buffalo District Projects Story Map (assessed on April 25,

2018), no additional civil works projects maintained by USACE are within or directly adjacent to the proposed project limits. However, it is understood that the publicly available documents may be incomplete.

In addition to USACE civil works projects, under the USACE's Continuing Authorities Program, the USACE is involved with federally constructed, locally maintained flood risk management, and streambank and shoreline protection projects. Environmental Design Group will coordinate with USACE and the City to determine if a civil works project exists within the project area. If it is determined that such a project exists that may be affected by the proposed project, coordination with the USACE Operations Branch, which may include a Section 408 permit, may be required.

F. USCG Bridge Permit Determination and Navigational Lighting Coordination

The Coast Guard approves the location and clearances of bridges through the issuance of bridge permits or permit amendments, under the authority of the General Bridge Act of 1946, Section 9 of the Rivers and Harbors Act of 1899, and other statutes. A bridge permit is required for new construction, reconstruction or modification of a bridge or causeway over waters of the United States.

The Ninth Coast Guard District Bridge Administration Branch is responsible for federal oversight of bridges across navigable waters of the United States within the Ninth Coast Guard District including the five Great Lakes, and includes: approval of new or modified bridges, promulgation of drawbridge operating regulations, bridge construction review, jurisdictional determinations, enforcement of bridge statutes and regulations, and coordination with navigation interests.

According to the U.S. Coast Guard Bridge Permit Application Guide (COMDTPUB P16591.3D) dated July 2016, the first step in the process is Project Initiation which includes a determination request submitted to the Bridge Office to determine if the project is exempt from a USCG bridge permit. Environmental Design Group will prepare and submit the bridge determination request to the USCG.

If the project is exempt from a bridge permit, coordination and approval from the USCG may be required regarding navigational lights on the bridge, pier, overlooks, and/or boardwalk. Environmental Design Group will provide necessary regulatory coordination between the Applicant and USCG. (See full USCG Bridge Application Preparation & Submittal in "If Required" section.)

G. Ohio EPA Section 401 Individual Water Quality Certification (WQC) Application Package Preparation and Submittal

A Section 401 Water Quality Certification through the Ohio Environmental Protection Agency (EPA) is required for activities that require federal permits such as a Section 404 permit (see Task 2C), a Section 10 permit (see Task 2D), or a U.S. Coast Guard permit (If Required). Due to the scope of the project, it is anticipated that an Individual Section 401 WQC will be required through the Ohio EPA.

Typical Section 401 Water Quality Certification application materials include the following information that will be generated by Environmental Design Group:

- A cover letter;
- Completed application form and applicable impact tables;
- A copy of the USACE jurisdictional determination letter;
- Delineation Report with ORAM forms;

- Data sufficient to determine aquatic life use for impacted streams;
- Detailed mitigation plan;
- Correspondence with the Ohio Department of Natural Resources and the USFWS regarding listed species and their habitat;
- Alternatives analysis including descriptions, schematics, and economic information;
- A copy of the USACE public notice regarding the 404 permit application if applicable; and
- Required regulatory fees (to be paid by the client)

The Applicant is responsible for issuing a Public Notice which lasts 30 days. The public notice must appear for at least one day in the newspaper of general circulation where the project is located. A Public Hearing may be conducted by Ohio EPA.

Ohio Revised Code division 6111.30(B) requires Ohio EPA to review an application within 15 business days of submission and to notify the applicant in writing whether the application is considered complete, or not. If incomplete, the letter will specify what parts of the application package are missing. If complete, the letter will specify what type of public notice is required for the proposed project. The letter will also provide the name and contact information for the application reviewer assigned to that project. This notification will be a letter that is sent to the applicant or their designated agent. The applicant, or their agent, will be asked to acknowledge receipt of the 15-day review letter by signature.

Ohio EPA will then begin the review process. An Individual 401 WQC review is statutorily limited to 180 days upon confirmation of a completed application.

The proposal includes a total of four meetings with the Ohio EPA regarding the Section 401 WQC; it is anticipated that one meeting will be conducted before the permit application package is submitted.

A 401 certification expires upon the expiration of the applicable federal license or permit (e.g. Section 404 permit). 401 certification remains valid if the applicable federal license or permit is extended so long as no additional water quality impacts beyond those authorized in the original or modified 401 certification will result from the renewal of that certification.

H. ODNR Shore Structure Permit Application Package Preparation and Submittal

A Shore Structure Permit (ORC §1506.40) is required to construct a beach, groin, revetment, seawall, bulkhead, breakwater, pier, jetty or any other structure to control erosion, wave action, or flooding along or near the Ohio shoreline of Lake Erie (including the islands, bays, and inlets). Shore Structure Permits may be required for structures built in or partially in the water, completely out of the water, or above the Ordinary High Water Mark. The pier, boardwalk, bridge, or overlook may all require a shore structure permit. Environmental Design Group will prepare and submit the following to ODNR – Office of Coastal Management:

- Shore Structure Permit application(s);
- Construction drawings;
- A copy of any calculations (stability analysis, wave force analysis, sediment budget, etc.), and background information (photos, studies, historical data,

material specifications, WIS reports, etc.) used in designing the structure will be provided; and

- The engineering methods (ACES, Corps of Engineer Manuals, etc.) and the design conditions (geology, wave height, wind direction, water level, water depth, etc.) used by the professional engineer in designing the structure, should also be specified.

The proposal includes a total of three meetings with ODNR – Office of Coastal Management regarding the Shore Structure Permit; it is anticipated that at least one meeting will be conducted before the application is submitted.

If the application is deemed to be complete, ODNR's review does not generate any concerns, and all applicable state regulations (including Submerged Lands Leasing) are complied with, a Shore Structure Permit can be issued within approximately 120 days.

A Shore Structure Permit is generally valid for two years after the date it is issued. All construction activities must be completed within those two years and according to any conditions listed in the permit, unless an extension is granted upon a written request received before the permit expires.

I. ODNR Submerged Land Lease Application Package Preparation and Submittal

Under Ohio law (ORC §1506.10 and ORC §1506.11) a property owner may enter into a Submerged Land Lease with the State of Ohio to place developments or improvements on Lake Erie submerged lands. A Submerged Land Lease is a contract between a shoreline property owner and the state of Ohio. The lease grants a private or public entity the special use of a portion of the Public Trust (i.e. Lake Erie submerged lands). The public is compensated by rental fee. The lease defines the leased land's boundaries, the authorized use, sets the rental rate, and establishes the terms of occupancy. The annual rental rate is usually based on the square footage of area occupied by the structure within Lake Erie and the proposed use of the structure. Rental rates typically range from 1 to 4 cents per square foot. A flat annual fee for processing the payment may be charged in addition to the rental rate. The City is responsible for paying the rental fee.

A Submerged Land Lease can be requested for an improvement, or a portion thereof, that occupies areas lakeward of the natural shoreline. A Submerged Land Lease can be required for the area occupied by piers or any other structures or artificially placed fill that extends past the natural shoreline. Sandusky Bay is considered part of Lake Erie.

If a Submerged Land Lease is required, Environmental Design Group will submit the following to ODNR – Office of Coastal Management:

- Submerged Land Lease application;
- Construction drawings;
- A copy of the title deed showing the applicant owns the property upland of the proposed project;
- A meets and bounds description and plat (survey documents signed and stamped by an Ohio registered professional surveyor);
- A resolution or ordinance obtained from the local legislative authority that has jurisdiction of the proposed lease area stating that the submerged lands

in question comply with regulation of permissible land use under a waterfront plan of the local authority.

ODNR's review of the application usually includes a site visit, and comments may be generated. These comments are sent to the applicant and may note any specific concerns that need to be addressed. The applicant may need to modify the proposed project to address any conflicts with applicable laws and policies. After ODNR determines that the project is acceptable, a draft lease is sent to the applicant. The draft lease must be signed by the applicant and returned to ODNR along with the first lease payment. ODNR then forwards the draft lease to the Governor for signature. The executed lease is then sent to the applicant. The executed lease represents a binding property transaction and should be recorded by the applicant at their county recorder's office.

The proposal includes a total of three meetings with ODNR – Office of Coastal Management regarding the Submerged Land Lease; it is anticipated that at least one meeting will be conducted before the application is submitted.

Submerged Land Leases are typically valid for a 50-year period and can be renewed for an additional 50 years.

J. ODNR Federal Consistency Certification Preparation and Submittal

Applicants for federal licenses or permits for proposed projects that are located within Ohio's Designated Coastal Management Area must submit a signed Consistency Statement and provide all necessary data and information so ODNR may review the proposed project to determine whether it will be implemented in a manner that is consistent with the Ohio Coastal Management Program's enforceable policies. After each Federal Consistency review is complete, ODNR will either issue a Concurrence, Conditional Concurrence, or Objection.

- If ODNR issues a Concurrence, the "Federal action" may proceed with the proposed activity.
- If ODNR issues a Conditional Concurrence, the "Federal action" may proceed only if the activity is amended to include the conditions listed.
- If ODNR issues an Objection, the "Federal action" may not proceed.

"Federal actions" include federal agency activities, federal license or permit activities, and federal financial assistance to state and local governments. Federal Consistency may apply to federal actions regardless of the project's location.

Environmental Design Group will coordinate with ODNR and submit the necessary documentation in order for ODNR to review the project for federal consistency in accordance with the Combined Coastal Management Program and Final Environmental Impact Statement for the State of Ohio Volume I, April 2007, Chapter 7 Federal Consistency. This will include a certification statement specifying that the proposed activity complies with and will be conducted in a manner consistent with the OCMP, which will be submitted to all federal permitting agencies and to ODNR. In addition, ODNR may request the following:

- A detailed description of the proposed activity and its associated facilities, which is adequate to permit the assessment of possible coastal area impacts;

- A copy of federal applications and all supporting information supplied to the federal agencies;
- An assessment relating the probable coastal area effects of the proposal and associated facilities to the enforceable policies of the OCMP;
- A set of findings indicating that the proposed activity, associated facilities and effects are all consistent with the OCMP. 15 C.F.R. § 930.58.

ODNR will begin the formal consistency review process once ODNR receives a copy of the certification and necessary supporting information. ODNR will complete reviews within reasonable time periods afforded by routine public notices whenever possible. However, ODNR may take up to six months to respond to a certification. Federal regulations (15 C.F.R. §930.2) require state coastal management programs provide a public comment period as part of the consistency review process.

A Coastal Erosion Area (CEA) Permit (ORC §1506.07) is required to construct a new building (i.e. residential, commercial, industrial, institutional, or agricultural) or septic system within a CEA. Furthermore, an addition of 500 square feet or greater, as measured at ground level, to an existing building also requires a permit. The only exceptions to these requirements are if the property is not immediately adjacent to Lake Erie or if the building is a stand-alone structure not designed for human occupation such as a garage or shed. According to the Lake Erie Coastal Erosion Area Ohio Coastal Management Program maps, dated 2010, and the preliminary maps (dated 2018), none of the proposed structures associated with the project are within the Coastal Erosion Area. Therefore, a Coastal Erosion Area Permit is not anticipated to be required. The boardwalk and pier are not regulated under the Coastal Erosion Area Permit even if they are within a mapped Coastal Erosion Area. However, due to erosion potential, the Coastal Erosion Area maps will be reviewed during project design to determine if any portion of the boardwalk or pier is within a mapped area due to erosive potential.

If Required (Authorized per permit) - Environmental Permitting

Based on our due diligence work and permitting agency coordination (as listed above), the following permits may be required for the Landing Park project. If required, we will notify the Client via email, and receive email authorization from the Client, per permit, to proceed on the following permits and further agency coordination:

- A. Individual 404 Permit Application Package Preparation Submittal (for Pier – Separate and Complete Permit from Trail/Park Individual Permit) *(If Required)*

USACE Section 404 Permit Application Preparation and Submittal - It is possible that both a Nationwide Permit and an Individual Permit may be required if two or more parts of the project, such as construction of the pier, is considered by the USACE to be single and complete projects.

Section 404 of the Clean Water Act establishes a program to regulate the discharge of dredged or fill material into waters of the United States, including wetlands, administered through the USACE. According to the Jurisdiction Determination letter from the USACE to Cedar Point Park, LLC dated February 17, 2016, the wetlands identified to the east and the west of the old airport runway are waters of the U.S. and are subject to jurisdiction under Section 404 of the Clean Water Act. Therefore, USACE authorization is required prior to activity in these, or any other on-site wetlands or surface waters identified during the Wetland and Other Surface Waters Delineation (Task 2A) that are considered water of the U.S.

Driven piles are typically not considered fill, and typically not regulated as impacts or disturbances under Section 404.

Compensatory mitigation is required for impacts to jurisdictional wetlands over 0.10 acre, and for impacts under 0.10 acre by USACE discretion through the Section 404 process.

The stream portion of the Ohio Stream and Wetland Valuation Metric (SWVM) is effective as of February 23, 2018. The Ohio SWVM is applicable when compensatory mitigation is required for impacts to wadable perennial, intermittent, or ephemeral streams. It is utilized to analyze a stream's baseline condition while also tracking the progression of any projected physical, chemical and/or biological functional lift achieved through compensatory mitigation. If required, data collection for each wadable stream requiring mitigation will include QHEI, HHEI, basic water quality indicators (i.e. specific conductivity, pH, and dissolved oxygen), laboratory testing of total iron, aluminum, and manganese, Headwater Macroinvertebrate Field Evaluation Index (HMFIEI), and Invertebrate Community Index (ICI).

The SWVM incorporates a variety of information and data, including: proposed stream impacts; stream habitat and biological data; and corresponding stream mitigation evaluations. This information is compiled in a spreadsheet and an Index Score is generated. The Index Score is used to calculate necessary debits/credits for stream mitigation. It is assumed that compensatory mitigation will be achieved through purchase of credits through an approved Mitigation Bank and/or In-Lieu Fee program within the project's service area. Environmental Design Group will identify existing Mitigation Banks and In-Lieu Fee Programs within the project's service area. The City would be responsible for all mitigation-related fees. An on-site permittee responsible mitigation proposal or plan is not included in this proposal.

If stream impacts are proposed where the application of Ohio SWVM is not appropriate (i.e. proposed impacts or compensatory mitigation on a non-wadable stream), Environmental Design Group will coordinate with the City to determine the desired form of compensatory mitigation and develop a compensatory mitigation plan for proposed impacts. Compensatory mitigation will likely be achieved through purchase of credits through an approved Mitigation Bank and/or In-Lieu Fee program within the project's service area. The City would be responsible for all mitigation-related fees. An on-site permittee responsible mitigation proposal or plan is not included in this proposal.

This scope does not include the determination of mitigation required for impacted wetlands based on the Ohio Stream & Wetland Valuation Metric (SWVM) which has not been released at the date of this proposal. Wetland mitigation will be based upon mitigation regulations in effect at the date of the proposal. If compensatory mitigation for wetlands is required, Environmental Design Group will identify existing approved Mitigation Banks and/or In-Lieu Fee programs within the project's service area, and will coordinate with the City to determine the desired form of compensatory mitigation. The City would be responsible for all mitigation-related fees. An on-site permittee responsible mitigation proposal or plan is not included in this proposal.

Nationwide Permit Regional General Condition number 4: In-Water Work
Exclusion Dates indicates that Sandusky Bay is considered a percid water subject

to an in-water work restriction period of March 15 through June 30. It is expected that the USACE will apply the in-water work restriction dates to the wetlands directly abutting Sandusky Bay. Work cannot occur within the restricted time period unless the applicant receives advanced written approval from the ODNR and notifies the USACE district engineer and receives written approval from the Corps. In the event that a Section 404 Nationwide Permit or Individual Permit authorization is not required, the in-water restriction dates still apply.

A Section 404 is generally valid for five years after the date it is issued. All construction activities must be completed within those five years and according to any conditions listed in the permit, unless an extension is granted upon a written request received before the permit expires.

Early coordination with USACE is required to determine if the project qualifies for a Nationwide Permit and/or must be processed as an Individual Permit.

Section 404 Individual Permit Application Package Preparation and Submittal - If the conditions of the Nationwide Permitting Program are not met, a Section 404 Individual Permit will be required through the USACE. Typical Section 404 Individual Permits application packages include all the above information required for the Nationwide Permit application package (Task 2Ca), and can include but is not limited to the following additional information that would be generated by Environmental Design Group:

- Alternatives analysis;
- Complete list of avoidance, minimization, and compensatory mitigation efforts;
- Detailed description of the project sufficient for Public Notice;
- Applicable fees (to be paid by the client); and
- Approved Section 401 Water Quality Certification from Ohio EPA

An ORAM verification through Ohio EPA is required for impacts to jurisdictional and isolated wetlands. This scope includes one ORAM verification field visit with Ohio EPA.

The proposal includes a total of three meetings with USACE-Buffalo District regarding the Section 404 Individual Permit; it is anticipated that one meeting will be conducted before the permit application package is submitted.

There is no statutory timeframe on an USACE Individual Permit application review. However, the USACE advises that typical Individual Permits take 4-6 months to review, but can take longer depending on the project scope. However, a Section 404 permit cannot be issued until a Section 401 Water Quality Certification is issued through the Ohio EPA (see Task 2G) and a Section 408 authorization is issued through USACE (if required, see Task 2E).

B. USCG Bridge Permit Application Preparation and Submittal (*If Required*)

If the project is not exempt, a USCG bridge permit will be required. As part of the Project Initiation Process, the Bridge Office reviews the project's purpose and need statement (to be submitted by Environmental Design Group), and determines the project viability and priority level.

If a bridge permit is required, Environmental Design Group will prepare and submit the necessary documents to the USCG and coordinate as necessary with the USCG. According to the U.S. Coast Guard Bridge Permit Application Guide (COMDTPUB P16591.3D) dated July 2016, the next steps in the bridge permit process after Project Initiation include:

- Coordination Meetings, which includes a project plan developed by the applicant to identify a lead Federal agency and cooperating agency (USCG will likely be identified as the lead agency)
- Preliminary Navigational Clearance Determination where the applicant submits a navigational impact report (if applicable) and the Bridge Office provides a preliminary navigation determination to the applicant in writing.
- NEPA Decision Phase
- Permit Application Review and Public Notice
- Permit Decision and Case File Submission

The proposal includes a total of three meetings with USCG; it is anticipated that one meeting will be conducted before the bridge permit application package is submitted.

C. USACE Section 408 Review Preparation and Submittal *(If Required)*

If a Section 408 review is required, Environmental Design Group will prepare and submit the necessary documents to the USACE and coordinate as necessary with the USACE. According to the USACE Policy and Procedural Guidance for Processing Requests to Alter US Army Corps of Engineers Civil Works Projects Pursuant to 33 USC 408 (EC 1165-2-220) draft dated January 23, 2018, the requirements for a complete Section 408 request include the following.

- Statement of No Objection for projects with a non-federal sponsor to document that the sponsor is aware of the scope of the Section 408 request and does not object to the request to being submitted for review;
- USACE project and alternation description including necessary drawings, sketches, maps, and plans;
- Technical analysis and designs meeting USACE design and construction standards, which may include but is not limited to a hydrologic and hydraulic system analysis and a Quality Control Plan,
- Environmental compliance with the National Environmental Policy Act;
- Real estate requirements including maps depicting real estate rights;
- A description of operation, maintenance, repair, replacement, and rehabilitation needs;

Information sufficient for USACE to update the existing project's Operation and Maintenance Manual (per the referenced Civil Works Project).

The USACE will make the following determinations to complete the Section 408 review: completeness determination, impacts to the usefulness of the USACE project, injurious to the public interest, and legal and policy compliance. The USACE will issue a Public Notice as part of the Section 408 process.

The USACE may require post-permission oversight including construction oversight, as-builts, O&M manual update, post construction closeout, administrative record. Post permission oversight is not included in this scope of services.

If Section 408 review is required, the Section 408 decision must be made before the Section 10 and Section 404 decision is issued (See Tasks 2D and 2C).

The proposal includes a total of two meetings with USACE-Buffalo District regarding the Section 408 review.

D. Ohio EPA Isolated Wetland Permit Application Package Preparation and Submittal (*If Required*)

If there is potential for an on-site wetland or surface water to be considered isolated (non-jurisdictional), a Jurisdictional Determination (see Task 2B) will be completed by the USACE to determine the jurisdictional status of the on-site wetland. The JD must be issued by the USACE before an isolated wetland permit application can be submitted.

Ohio EPA authority to regulate discharges of fill to isolated wetlands is provided in Ohio Revised Code 6111.02 through 6111.028. When a project proposes to place fill in an isolated wetland, an isolated wetland permit is required. Fill is defined in paragraphs (D) and (E) of Ohio Revised Code 6111.02.

There are three levels of isolated permit application review based upon proposed impacts:

- General Permit (Level 1 Review): 0.5 acres or less of potential wetland impact to a Category 1 or 2 wetland;
- Individual Level 2 Isolated Wetland Permit (Level 2 Review): more than 0.5 acres of a Category 1 wetland, or more than 0.5 acres but less than or equal to 3.0 acres of a Category 2 wetland; and
- Individual Level 3 Isolated Wetland Permit (Level 3 Review): More than 3 acres of a Category 2 wetland; or any impact to a Category 3 wetland

Based upon the project area, if an isolated wetland permit is required, it is assumed in this scope of services that the impacts would qualify for an Individual Level 2 Isolated Wetland Permit (Level 2 Review). The Level 2 application package to be prepared by Environmental Design Group and submitted to Ohio EPA will include:

- Completed Level 1 and Level 2 isolated wetland permit application forms;
- A copy of the Jurisdictional Determination letter from USACE;
- A copy of the Wetland and Surface Waters Delineation Report;
- A completed ORAM scoring sheet for each isolated wetland on the project;
- A detailed project description;
- A description of the acreage of isolated wetland that will be subject to filling (including a map showing the project footprint and wetlands);
- Photographs of each isolated wetland with a photograph location map;
- An acceptable mitigation proposal in accordance with ORC Sections 6111.022(D) and 6111.027;
- An analysis of practicable on-site alternatives to the proposed filling that would have less adverse impact on the isolated wetland ecosystem; and
- Information indicating whether high quality waters (defined in OAC rule 3745-1-05) are to be avoided by the proposed filling

Level 2 reviews require a Public Notice that must appear for at least one day in a newspaper of general circulation where the project is located, to be submitted by the applicant.

Ohio EPA Level 2 review period is 90 days, which begins on the date when the Ohio EPA sends the applicant a letter documenting that the application is complete. An Isolated Wetland Permit generally valid for five years after the date it is issued. All construction activities must be completed within those five years and according to any conditions listed in the permit, unless an extension is granted upon a written request received before the permit expires.

E. Mussel Survey *(If Required)*

All native mussels are protected in the State of Ohio (Section 1533.324 of the Ohio Revised Code). In addition, ten federally listed mussel species occur in the State and are protected by the Endangered Species Act (87 Stat. 884, as amended; 16 U.S.C. 1531 et seq.). Impacts to State and federally protected mussels and their habitats should be avoided and minimized to the maximum extent practicable. If impacts cannot be avoided, all streams which contain mussels or potential mussel habitat must be surveyed prior to any proposed stream disturbance. According to the Ohio Mussel Survey Protocol dated April 2018, Sandusky Bay in Erie County is included in Group 3 streams: large rivers where federally listed species are not expected. Group 3 streams require a mussel survey that consists of transects or timed surveys or the proposed area of impact and associated buffers as listed in the Ohio Mussel Survey Protocol. If mussels are identified, mussels will be relocated at the time of initial survey, provided no federally listed species are found. If federally listed species are found during the survey, relocation activities must stop, and USFWS contacted for guidance on how to proceed. Mussel surveys and relocations must be conducted between May 1 through October 1, unless prior approval through ODNR is granted.

The scope of services includes mussel surveys at three separate locations within Sandusky Bay. The surveys will be conducted by a surveyor included on the ODNR Ohio Division of Wildlife Approved Mussel Surveyors of Group 3 streams. The survey will be conducted in accordance with procedures outlined in the Ohio Mussel Survey Protocol. If non-federally listed mussels are identified during the survey, they will be relocated at the time of the survey. One report will be prepared according to the Mussel Survey Protocol and submitted to ODNR for approval of findings.

F. National Environmental Policy Act Document Preparation Assistance and Initial Submittal *(If Required)*

The National Environmental Policy Act (NEPA) establishes a national environmental policy and provides a framework for environmental planning and decision-making by federal agencies. NEPA directs federal agencies, when planning projects or issuing permits, to conduct environmental reviews to consider the potential impacts on the environment by their proposed actions.

Each federal agency is required to develop NEPA procedures that supplement the Council of Environmental Quality (CEQ) regulations. Developed in consultation with CEQ, federal agency NEPA procedures must meet the standards in the CEQ Regulations while also reflecting each agency's unique mandate and mission. As a result, NEPA procedures vary from agency to agency. Further procedural differences may derive from other statutory requirements, agency-specific regulations and guidance, and the extent to which federal agencies use NEPA analyses to satisfy other review requirements. These include environmental requirements under statutes like the Endangered Species and National Historic Preservation Acts, the Executive Order on Environmental Justice, and other Federal, State, tribal, and local laws and regulations.

If required by a federal Agency such as the USCG as part of the bridge permit process, Environmental Design Group will assist the lead agency to prepare the NEPA document through the initial submittal for agency and public review. Specifically, Environmental Design Group will, upon request, supply the lead agency with information pertaining to the proposed design and alternatives considered, and provide the agency with existing reports (e.g. the Wetland and Other Surface Waters Delineation Report). It is anticipated that Environmental Design Group will assist the lead agency with stakeholder involvement activities, such as providing the lead agency with affected and adjacent landowner contact names and addresses, assisting the lead agency in disseminating information to stakeholders via USPS mailings, and issuing a Public Notice. Environmental Design Group will assist in incorporating one round of agency comments into the NEPA document.

Extensive agency and stakeholder coordination may be required during the NEPA document preparation and/or Public Notice Period. The proposal includes a total of four meetings with various state, federal, and/or local agencies and stakeholders during the NEPA process.

It is anticipated that a Categorical Exclusion or an Environmental Assessment would be prepared. A Categorical Exclusion means a category of actions which do not individually or cumulatively have a significant effect on the human environment and for which, therefore, neither an environmental assessment nor an environmental impact statement is required (40 CFR 1508.4). An Environmental Assessment is used to determine if significant environmental impacts would occur as a result of a federal action. An Environmental Assessment documents those areas where there is a potential to significantly affect the environment (both positively and negatively) and provide the public an opportunity for involvement and input in the decision process in accordance with the law. The Environmental Assessment concludes with one of two decision documents, either a Finding of No Significant Impact (FONSI) or the Notice of Intent to Prepare an Environmental Impact Statement (EIS). This proposal includes Environmental Design Group's involvement through the first submittal of the Environmental Assessment Document, not through the decision document, which would be led by the lead federal agency.

Based upon the scope of the project and anticipated environmental, cultural, and ecological effects, it is unlikely that an Environmental Impact Statement (EIS) will be required. Therefore, the scope of services does not include the preparation of EIS. If EIS is required, Environmental Design Group will prepare a separate scope of services to complete the task.

Task 3 – Geotechnical Investigation and Reporting

The geotechnical investigation is planned in two stages. The first stage will consist of advancing 35 soil borings at depths ranging from 6.5 to 30 feet below existing grades. The second stage, if required, will consist of advancing 16 additional soil borings at locations to be determined by the design team and the Client after the 30% schematic design phase is approved. The additional borings will be advanced to depths ranging from 6.5 to 25 feet below existing grades. The stage 2 scope of drilling and lab services may be subject to change/adjustment based on our stage 1 findings. Geophysical survey such as Ground Penetrating Radar (GPR), Refraction Micro Tremor (REMI) or Resistivity tests may be considered if the subsurface material is highly variable, or may be considered in difficult access areas.

The Geotechnical report will include soil/rock data, soil parameters for design of the various proposed structures/facilities, and geotechnical recommendations for the support of the various proposed structures/facility including recommendation for driven piles, helical piers, conventional foundations, and pavement support.

Drilling, sampling, and laboratory testing will be performed per industry standards and all applicable ASTM standards. The stage 1 drilling schedule is preliminary summarized in the following Table, plus two additional to-be-determined boring locations. The final stage 1 drilling schedule will be verified by the design team and the City after the notice to proceed:

Boring No.	Depth (ft.)	Purpose/Remark
B-1, 4	20-25	Retained Earth Ramp/Wall
B-2, 3	25-30	Bridge Abutment, Rock/Core at B-3
B-5 to B-10, 13, 19, 24, 28, & 33	6.5	Trail/Subgrades
B-11, 12, 17, 18, 20, 21, 25 to 27, 31, & 32	15-20	Pedestrian Boardwalk/Helical Pier
B-14 to 16	20-25	25' High Boardwalk/Core at B-15
B-22, B-22A, B-22B	20-25	2-Story Building
B-23	20-25	6' High Boardwalk/Timber Pile
B-29 & 30	20-25	15' High Boardwalk/Core at B-29 or 30

All borings will be advanced to the designated depth or sample refusal whichever occurs first.

CTL Engineering will provide geotechnical services and will include the following items:

- A. Coordinate access with designated personnel, and schedule the field work in coordination with EDG or their representatives.
- B. Provide soil boring locations and surface elevations based on available topographic maps and/or Google Earth.
- C. Contact the City of Sandusky and Ohio Utility Protection Services (OUPS) to locate underground utilities. Borings, which are in the area of utilities will be offset and noted on the site plan.
- D. Drill the test borings in the vicinity of proposed areas.
- E. Field and laboratory testing in accordance with ASTM specifications.
- G. Boring Location Plan.
- H. Engineering evaluation and reporting to include:
 1. General description of the site.
 2. Boring logs and profile to include:
 - (a) Surface elevation at each test boring location.
 - (b) Thickness of topsoil, pavement, base, and subsoil strata.
 - (c) Groundwater encountered during drilling, and at completion.
 - (d) Standard penetration and moisture content as a function of depth.
 3. Existing subsurface conditions.

4. Groundwater/drainage management recommendations.
5. Recommendation for site preparation and earthwork work requirement.
6. Recommendations for floor slab and pavement support
7. Recommendation for foundation support including site seismic class.
8. Recommendations for stable excavation and global wall stability.

CTL may consider using Portable Dynamic Cone Penetration or Portable Split Spoon Sampling procedure in difficult access area such as wetland/swamp zones. Borings performed by portable equipment will be subject to depth limit of 10 to 20 feet deep. Borings in submerged areas may be shifted as deemed practical/necessary by the Geotechnical Engineer. A dozer may be needed in heavy wood areas, CTL will proceed with care to limit and minimize damage.

Task 4 – Landing Park Trail & Park Design

The scope of work for the Landing Park Trail & Park Design has been broken down into eight (8) segments. Each segment will be designed concurrently and include a 30% schematic design, 70% detailed design and 100% construction documents. Bid tabs will be developed for each segment with the 100% construction documents submittal.

In general, the objective is to build a 10' wide asphalt or boardwalk trail that is ADA Compliant and meets AASHTO standards where possible. We will utilize manufacturer's performance specifications and pre-engineered systems for bridge and boardwalk designs and systems.

The segments are defined as the following and include the following assumed facility types:

- Pipe Creek Node & Old Railroad Connector
 - Trail, Bridge
- Route 6 Sidepath
 - Trail/Sidepath
- Hemminger Trail/Boardwalk/Bridge
 - Trail, Boardwalk, Bridge
- Canopy Walk
 - Trail, Boardwalk/Structure
- Landing Park Loop
 - Trail, Boardwalk, Park Drive and Associated Parking
- Focus Node/The Point/Lighthouse/Pier/Boardwalk
 - Trail, Boardwalk, Boardwalk/Structure, Lighthouse Structure and Lighting, Pier
- Phrag Tunnel Boardwalk
 - Trail, Boardwalk, Boardwalk/Structure, Seating Structure
- Elevated Boardwalk
 - Trail, Boardwalk/Structure, Stairway, Ramp

Overall Civil Engineering Design Elements (Environmental Design Group):

The following overall design elements will pertain to each of the asphalt/earthen trail segments, as defined by the 30% schematic design, 70% detailed design and 100% construction documents below. Additional design elements are defined per segment. Specific bridge, structural and coastal engineering design elements are included in the additional design elements, per segment, below.

30% Schematic Design:

- A. Prepare 30% schematic design documents for the proposed trail and site improvements. These plans will show location and spatial relationships among trail alignment, structures, site features. Anticipated plans include the following:
 - a. General trail plan and profile and typical sections for each segment
 - b. Schematic layout plan, including utility locations.
 - c. Schematic grading plan
 - d. Preliminary plant/landscaping massing layout
 - e. Preliminary materials list
 - f. Preliminary design/aesthetic recommendations of prefabricated structures & bridges
- B. We will contact the Cedar Fair project mechanical and plumbing engineers regarding utility connection points for the proposed buildings for the purposes of extending water and sewer to the Landing Park site from Cedar Fair Sports Center Phase II.
- C. We will contact the Cedar Fair electrical engineer regarding site electrical routing and site lighting for the purposes of extending electrical to the Landing Park site from Cedar Fair Sports Center Phase II.
- D. We will contact and coordinate with Columbia Gas regarding potential demand and accompanying service line size to serve the proposed Landing Park site. The information will be used to design the utility where necessary.
- E. We will prepare up to sixteen (16) enlargement area renderings of proposed design improvements for fundraising and marketing purposes for the Client.
- F. We will coordinate with the City's preferred internet and cable TV provider to determine necessary infrastructure for providing service to the proposed Landing Park site. The information will be used to size conduits for future installation of service lines.
- G. 30% schematic design conceptual opinion of probable costs, including industry standard contingency amounts to account for design unknowns at this early stage of the design process. We will deliver the conceptual opinion of probable costs to the Client as a digital pdf file via email.
- H. Review 30% designs with the Client and (potential) project stakeholders. Respond to plan review comments based on Client's and stakeholders review comments. Revisions will be addressed in the 70% Design Document phase of the project, as directed by the Client.
- I. As part of the 30% schematic design phase, the Environmental Design Group design team Project Manager and Lead Technical Engineer will attend bi-weekly meetings with the Client. Based on the preliminary schedule, we anticipate ten (10) in-person meetings during the 30% schematic design phase.

If called upon, we are available to present the status of the 30% schematic design at a City Commission Meeting.

Osborn Engineering and KS Associates meeting attendance is defined below.

- J. Provide Client with five (5) 22" X 34" paper copies of the 30% schematic design site work drawings for the Client's use in reviewing the design package. We will also deliver the plan set to the Client as a digital pdf file via email.

70% Detailed Design Documents:

- A. Based on the approved 30% schematic design, we will provide design development of the trail and site improvements. These plans will address design modifications and revisions needed to address City and stakeholder review comments and enhancements to the design and layout. Anticipated plans include the following:
- a. Site demolition and preparation plan
 - b. Refine trail plan and profile drawings with plan grading
 - c. Include right-of-way acquisition negotiation requests from property owners in detailed design documents
 - d. Develop earthen cross sections at 50' intervals (for proposed asphalt trails only – not boardwalks and/or boardwalk/structures)
 - e. Site amenity details and locations
 - f. Park drive and parking improvements
 - g. Continue utility coordination, including determination of sizing, location, potential conflicts, etc.
 - h. Site and trail construction details (where applicable)
 - i. Planting plan and quantities
 - j. Develop technical specifications within the plan sheets, where appropriate. (The City of Sandusky will provide front end specifications.)
 - i. Technical Specifications will be based on ODOT CMS 2016 Specifications. Supplemental specifications that are not addressed within the 2016 CMS will be provided within the drawings.
 - k. Trail and site grading and drainage plan
 - l. Electrical conduit plans and details along the final trail alignment
 - m. Refine materials list
 - n. SWPPP
- B. Revise and update the 30% opinion of probable construction costs and develop the opinion of probable construction costs to a 70% detailed design level. The contingency amount will be reduced based on additional certainty in the design elements, sizing, etc. We will deliver the conceptual opinion of probable costs to the Client as a digital pdf file via email.
- C. Submit 70% detailed design drawings to the local utility companies for review and comment.
- D. Review 70% designs with the Client and (potential) project stakeholders. Respond to plan review comments based on Client's and stakeholders review comments. Revisions will be addressed in the 100% final Construction Document phase of the project, as directed by the Client.
- E. As part of the 70% detailed design phase, the design team Project Manager and Lead Technical Engineer will attend monthly meetings with the Client. Based on the preliminary schedule, we anticipate seven (7) in-person meetings during the 70% design development phase.

If called upon, we are available to present the status of the 70% detailed design at a City Commission Meeting.

- F. Provide Client with five (5) 22" X 34" paper copies of the 70% detailed design site work drawings and specifications for the Client's use in reviewing the design package.

100% Construction Documents:

- A. Based on the approved 70% detailed design, we will prepare construction documents for the trail and site improvements. Work includes the following:
- a. Site demolition and preparation plan
 - b. Trail plan and profile
 - c. Earthen trail cross sections at 50' intervals (for asphalt trails only)
 - d. Node site layout plans and enlargements
 - e. Park drive and parking layout plans
 - f. Utility layouts including plan and profile view with sizing
 - g. Site and trail construction details (where applicable)
 - h. Planting plan and plant schedule
 - i. Trail and site grading and drainage plan
 - j. General notes and specifications
 - i. Develop a permitting time schedule/chart, if applicable, that includes when work can be done, when permits expire, as they relate to the construction schedule
 - k. SWPPP, notes and details
- B. Coordination submittals for review and permitting by appropriate regulatory agencies and local utility companies (for permits not included in 'Task 2 - Required Environmental Due Diligence and Permitting'):
- a. Prepare O.E.P.A Permit to Install (PTI) permit application for sanitary sewer work.
 - b. Prepare O.E.P.A. Notice of Intent permit application (N.O.I.).
 - c. Prepare OEPA Water Supply Data Sheet (WSDS) for the public waterline extension.
 - d. Submit plans and calculations to the Erie County Soil and Water Conservation District
 - e. Submit plans to the City of Sandusky Engineer's office for Flood Plain Permitting.
 - f. Submit plans to local utility providers for their review and approval.
 - g. Provide the Client with electronic copies of the site/civil drawings for their use in making submittals to the City of Sandusky Planning and Zoning Department and other agencies.
- C. Prepare site construction technical specifications, where applicable. (The City of Sandusky will provide front end specifications.)
- a. The site, civil and landscape architecture technical specifications will be based on ODOT CMS 2016 Specifications. Supplemental specifications that are not addressed within the 2016 CMS will be provided within the drawings.
- D. Prepare stormwater management calculations and compile into a report to present to the City of Sandusky.
- E. We will develop a preliminary bullet-point list of thoughts for long-term maintenance of constructed features. The selected contractor will ultimately be responsible for developing an ongoing operations and maintenance plan for as-built constructed features in the project.

- F. Per our correspondence with City Staff, City of Sandusky Planning Commission approvals are not required and not included in this scope.
- G. Revise and update the 70% cost opinion and develop the final 100% Opinion of Probable Construction Cost document.
- H. Review 100% construction documents with the Client and (potential) project stakeholders. Respond to construction document review comments based on Client's and stakeholders review comments. Revise construction documents, per Client's and stakeholder review comments. Submit revised construction documents to Client and stakeholders for one (1) additional final review for approval of the final construction documents.
- I. As part of the 100% construction documents development phase, the design team Project Manager and Lead Technical Engineer will attend monthly meetings with the Client. Based on the preliminary schedule, we anticipate ten (10) in-person meetings during the 100% constructional document development phase.

If called upon, we are available to present the status of the 100% construction documents at a City Commission Meeting.

- J. Provide the Client with electronic copies of the construction documents for their use in making submittals to the City Building Department and other regulatory agencies.
- K. Provide Client with five (5) 22" X 34" paper copies of the final approved construction documents.

Overall Structural Engineering Design Elements for the Hemminger Boardwalk, Canopy Walk Boardwalk/Structure, Landing Park Loop Boardwalk, Focus Node Boardwalk, The Point Boardwalk Structure, Pier Structure, The Boardwalk Boardwalk/Structure, Phrag Tunnel Boardwalk, Boardwalk/Structure, Seating Structure, and Elevated Boardwalk/Structure, Stairway & Ramp (Osborn Engineering):

Osborn will include all coastal engineering and shoreline protection recommendations in the design of all structures and the Pier and The Point segments.

General Tasks:

- Engage in monthly progress conference calls with team members.
- Complete a total of six in person team meetings. OE assumes three meetings will be at the project site.
- Coordinate foundation design requirements with owner selected geotechnical engineer.
- Review construction cost estimates as requested from owner selected estimator.
- Coordinate with other consultants and subconsultants.
- Complete industry standard biddable construction documents and specifications.
- Respond to bidder RFI's during bidding

Boardwalk Tasks:

- Create performance specification for all manufacturer designed and supplied materials (FRP framing). Coordinate performance specifications with manufacturer capabilities.
- Complete calculations and construction documents for all wood and steel superstructure elements.

The community impact people.

- Complete foundation design calculations and construction documents.
- Perform abutment design and detailing at intersection of elevated sections of the boardwalk and on grade transitions.

Overall Architectural Design Elements for the Canopy Walk, Phrag Tunnel Boardwalk and Pier (Osborn Engineering):

General Tasks:

- Engage in monthly progress conference calls with team members.
- Complete a total of six in person team meetings. OE assumes three meetings will be at the project site.
- Review construction cost estimates as requested from owner selected estimator.
- Coordinate with other consultants and subconsultants.
- Complete industry standard biddable construction documents and specifications.
- Respond to bidder RFI's during bidding.

Boardwalk Tasks:

- Coordination with structural on boardwalk design elements including specifications of wood.
- Design of handrail system for inclusion on structural drawings.
- At Fishing pier provide plans, elevations, sections and details of shelter structure.

Overall Electrical Engineering Design Elements for the Lighthouse, Pier, Landing Park Drive and Parking and Navigation Lighting (Osborn Engineering)

- Visit the site to verify / coordinate utility availability.
- Perform site lighting calculations to generate site photometric plan for Planning / Zoning.
- Prepare site lighting plans, schedules, details and specifications based on project limits for the Landing Park Loop Drive, extending from the Cedar Fair Development, north, to The Point & Focus Node.
- LED lighting systems will be included for all roadways, cycle lanes and pedestrian ways within the project limits. Fixtures will be "Dark Sky" compliant to minimize spill and light pollution, reduce "sky glow", and be a "good neighbor".
- Decorative light poles are to be incorporated into the project as set forth in the scope of services.
- All circuiting will be designed to be run underground in PVC raceway systems.
- The Lighthouse shall be provided with general illumination and accent lighting. Site lighting design is not included along the pathway as part of this scope of services.

Bidding Phase Services (Environmental Design Group)

- A. Attend up to two (2) pre-bid meetings. Since a bidding meeting schedule has yet to be defined, we have budgeted (up to) four (4) in-person bidding meetings and/or site visits with the Client for attendance by the Environmental Design Group Project Manager and Lead Technical Engineer.
- B. Respond to Contractor RFI's during bidding.
- C. Review substitution requests

- D. Preparation of Addenda
- E. Attend bid opening and the review and evaluation of bids.
- F. Provide the City with a recommendation to award the contract to the lowest and most qualified contractor.

City of Sandusky Responsibilities

- A. The City of Sandusky will provide City standard construction details, products, and materials.
- B. Timely review and comments.
- C. Initial contact with existing land owners and securing access to the properties as discussed previously.
- D. One primary contact person for day-to-day coordination.
- E. Construction phase administration.
- F. Front-end specifications and bidding document(s).
- G. Coordinate meetings with agencies, public meetings and other (as needed).
- H. Pay review, application and permit fees directly.
- I. Bidding the project, including advertising and all related expenses to the bidding process.

Specific Segment Design Elements:

All "Coastal Engineering" deliverables, except for design plans and specifications as stated for the If Authorized crib pier, will be in the form of Technical Memorandums which will be limited in scope and form.

A. Pipe Creek Node & Old Railroad Connector

Bridge Engineering - Osborn will design a prefabricated truss pedestrian bridge with a manufacturer, such as Contech, to determine the required bridge specifications and loading requirements needed to design the bridge substructures and foundations. The bridge substructures are to consist of wall type abutments founded on spread footings or drilled shafts. Osborn will design and develop construction documents for the bridge substructures and foundations. In addition, Osborn will design the proposed block retained earth wall approach ramps for the bridge crossing.

The following assumptions were made:

- The proposed structure type is to be a single span (118 foot), Prefabricated Truss
- Pedestrian bridge with a 12' clear width.
- Design includes 200-255 foot block retained earth wall approach ramps.
- Design Loading – H10 and pedestrian Loading

Osborn will provide design plan documents for the following:

- Site Plan of the proposed bridge, including approach ramps
- General Notes applicable to the proposed bridge and approach ramps
- Foundation Design, Plans, Details
- Abutment Design, Plans, Details
- Retaining wall design, Plan, details
- Superstructure (Truss) specifications
- Bearing Details
- Reinforcing Steel Details
- Probable Cost Estimate for the bridge
- Project specifications applicable to the Old Railroad Connector Bridge and Approach Ramps
- Shop Drawing review of the Truss superstructure, bearings, reinforcing, retaining wall
- Contractor requests for information
- Coordination with EDG throughout design

Bridge Coastal Engineering:

30% Design

- Recommendations for design water levels and vessel profile heights to be used for selection of bridge clearances.
- Recommendations to assist with developing design conditions for additional structures adjacent to the proposed bridge (shore protection at bridge abutments and waterfront access structures).

70% Design

- review the 70% design documents and provide comments related to waterfront items. The coastal engineering review will be limited to design loads for waterfront or in-water structures, structural design of waterfront or in-water items, constructability and cost opinions.

100% Design

- Provide quality assurance reviews to assist with preparation of final plans and specification for waterfront elements.

B. Hemminger Trail/Boardwalk/Bridge

Bridge Engineering - Osborn will design a prefabricated truss pedestrian bridge with a manufacturer, such as Contech, to determine the required bridge specifications and loading requirements needed to design the bridge substructures and foundations. The bridge substructures are to consist of concrete abutments founded on concrete beam or Helical Piles. Osborn will design and develop construction documents for the bridge substructures and foundations.

The following assumptions were made:

- The proposed structure type is to be a single span (90 foot), Prefabricated Truss Pedestrian bridge with a clear width of 12' or 14'.
- Design Loading – H10 and pedestrian Loading

Osborn will provide design plan documents for the following:

- Site Plan of the proposed bridge
- General Notes applicable to the proposed bridge
- Foundation Design, Plans, Details
- Abutment Design, Plans, Details
- Superstructure (Truss) specifications
- Bearing Details
- Reinforcing Steel Details
- Probable Cost Estimate for the bridge
- Project specifications applicable to the Hemminger Bridge
- Shop Drawing review of the Truss superstructure, bearings, reinforcing
- Contractor requests for information
- Coordination with EDG throughout design

Bridge and Boardwalk Coastal Design

30% Design

- Recommendations for bridge and boardwalk elevations based on typical Sandusky Bay water levels.
- Recommendations for pile supports for the proposed bridge and boardwalk structures.
- Recommendations for design loads from wind, waves, currents and ice forces.

70% Design

- Review the 70% design documents and provide comments related to waterfront items. The coastal engineering review will be limited to design loads for waterfront or in-water structures, structural design of waterfront or in-water items, constructability and cost opinions.

100% Design

- Provide quality assurance reviews to assist with preparation of final plans and specification for waterfront elements.

C. Canopy Walk

Boardwalk Coastal Design

30% Design

- Recommendations for design loads from wind, waves and ice forces on the proposed Canopy Walk support structures.

70% Design

- Review the 70% design documents and provide comments related to waterfront items. The coastal engineering review will be limited to design loads for waterfront or in-water structures, structural design of waterfront or in-water items, constructability and cost opinions.

100% Design

- Provide quality assurance reviews to assist with preparation of final plans and specification for waterfront elements.

D. Landing Park Loop

Site Utility Planning & Design (Sanitary and Water)

30% Schematic Design

- Gather and review existing utility information provided by the City of Sandusky, including drawings, standard details, flow information, complaints, general notes, specifications, etc.
- Interview staff most familiar with the sanitary collection and water distribution systems to understand problem areas, services issues, capacity concerns, etc.
- Using survey information already gathered, review and analyze the topography of the site.
- Meet with the City to discuss City standards and options for water distribution and sanitary collection, not including pump station standards and requirements if a pump station is required.
- Meet with the developer of the proposed development between US 6 and the Landing Park project to determine utility routing options.
- In discussions with the developer and after verification of zoning & development requirements, determine potential water demands and resulting sanitary flows for planned development associated with Landing Park.
- Using the City provided information, the developers utility routing, the site topography and anticipated water and sanitary demands, preliminarily size the proposed sanitary collection system, water distribution lines and associated infrastructure such as possible pump station, water booster pump station, etc.
- Based on the location of the proposed trail and the information determined above, develop the 30% preliminary design drawings.
- Submit the preliminary design for review, comment and subsequent approval by the City.

70% Design

- Following approval, the preliminary design will be modified according to the 30% review comments, and the detailed design will begin
- Verify with the developer for the project between US 6 and Landing Park, their planned utility routing options
- Verify future water demand and sanitary flows for the planned retail/commercial development associated with the Landing Park development
- The utility design elements such as routing, size of utility conduits, depths, etc. will be further evaluated and finalized
- Plan and profile drawings of the proposed utility improvements will be completed
- A Table of Contents for required technical specifications will be established
- A unit cost-based Opinion of Probable Cost will be developed
- The 70% completed design drawings along with the technical specifications Table of Contents and the opinion of probable costs will be submitted to the City for review, comment and subsequent approval.

100% Design

- Following approval, the detailed design will be modified according to the 70% review comments, and the completion of the detailed design will proceed.

- The technical specifications for the approved Table of Contents will be completed based on the project elements and City standards. The City will complete the "Front End" documents.
- Drawings will be finalized including General Notes, detailed water and sanitary notes along with appropriate standard details and project specific details.
- We have anticipated that the Permit-to-Install (PTI) application along with the Water Supply Data Sheets (WSDS) will be completed and submitted for approval by OEPA. However, given the parameters of this project, discussions with OEPA regarding the exact scope of work anticipated for this project may preclude the need for permit submissions.
- The opinion of probable construction cost will be finalized to reflect the proposed utility improvements.
- The completed drawings, technical specifications and finalized opinion of probable construction cost will be submitted to the City for the Public Bidding Process. We will provide an electronic version of each document.

E. Focus Node/The Point/Lighthouse/Pier/Boardwalk

Lighthouse Structural Engineering

- Coordinate with EDG and architectural detailing aspects to provide superstructure structural calculations and construction documents for lighthouse. The lighthouse is assumed to have three levels consisting of a floor level at grade, one elevated common area floor, and an upper floor to access the lighting component of the lighthouse. Osborn understands the lighthouse shall look as close as possible to the provided renderings.
- Complete foundation design calculations and construction documents
- The Lighthouse will be designed as a multi-story viewing platform.

Lighthouse Architecture

- Architectural and MEP technical specifications will be in CSI 50 Division format. (The City of Sandusky will provide front end specifications.)
- Coordinate with EDG and the Client on the overall aesthetic of the Lighthouse. The lighthouse is assumed to have three levels consisting of a floor level at grade, one elevated common area floor, and an upper floor to access the lighting component of the lighthouse. Osborn understands the lighthouse shall look as close as possible to the provided renderings.
- Provide Architectural Construction Documents for the lighthouse including plans, elevations, sections, enlarged sections, details, and finish selection.
- Provide Technical specifications for the components of the lighthouse.
- Provide plans, sections, and details of the surrounding boardwalk to include canopy.
- Heating, ventilation and air conditioning design is not included in this scope of services.

The Point Coastal Engineering

30% Design

- KS will attend one kickoff meeting to review the conceptual design for the proposed waterfront improvements for the Landing Park and Sandusky Bay

Pathway. Proposed deliverables, design schedule and design and construction budgets will also be discussed at the meeting.

- KS will attend one site visit to review site conditions and make recommendations for additional data collection or structural considerations.
- The nearshore lakeward of the Landing Park is anticipated to be altered by in-water habitat improvements planned as part of the Sandusky Bay Initiative. KS will contact the Biohabitats/Baird design team planning improvements adjacent to the site as part of the Sandusky Bay Initiative project. KS will request basis of design data and drawings of the proposed improvements.
- Prepare a meteorological and oceanographic analysis to develop the design water level and wave conditions for the project site (metocean analysis). The metocean analysis will include a detailed water level analysis utilizing historical and recent water level records to determine the frequency of occurrence of extreme water level events. The statistics will summarize the results for 2, 5, 10, 25, 50 and 100-year design return events. Based on the range of design water levels and historical wind data, KS will perform a nearshore wave analysis to determine fetch and depth limited wave characteristics and will select a range of design waves to be considered for the design.

The Pier Coastal Engineering (if original master plan proposed post/pile/helical screw pier is designed)

- Recommendations for structural alternatives for the proposed pier. KS will also provide conceptual drawings of a steel crib pier alternative, with a conceptual level cost opinion and photos of similar crib pier structures.
- Recommendations for the proposed pier cap elevation.
- Recommendations for design loads from wind, waves and ice forces.
- Coastal engineering calculations for inclusion in an Ohio Department of Natural Resources Shore Structure Permit application.

Shore Protection and Bank Stabilization along the shore of the Point Node (i.e. the northern coastal edge of the north/south runway on the old Griffing Airport site)

- Recommendations for water level and wave conditions for the design of the proposed armor stone revetment for shore protection.
- Recommendations for structure slope, stone size and crest elevation.
- Recommendations for the revetment cross section (location, footprint, filter materials, etc.).
- Design calculations for inclusion in the ODNR Shore Structure Permit application.

ADA Canoe & Kayak Launch

- An analysis of design water levels, dock freeboard and gangway elevations to meet ADA requirements.
- Recommendations for gangway connections.
- Recommendations for floating dock anchorage.

Point Node Boardwalks

- Recommendations for boardwalk elevations.
- Recommendations for design loads on the boardwalk due to overtopping of surrounding shore protection structure.
- KS will attend one review meeting to discuss the recommendations provided during the 30% Design phase.

70% Design

- KS will assist EDG with coordination of the ODNR Shore Structure Permit for the proposed pier and shore protection at the Point Node.
- KS will make recommendations for items to be included in technical specifications for the construction of the waterfront structures (including armor stone, floating docks, etc.).
- KS will review the 70% design documents and provide comments related to waterfront items. The coastal engineering review will be limited to design loads for waterfront or in-water structures, structural design of waterfront or in-water items, constructability and cost opinions.
- KS will attend one review meeting to discuss comments generated from the review of the 70% Design documents.

100% Design

- KS will assist with coordinating requirements for U.S. Coast Guard Private Aids to Navigation permitting.
- KS will provide quality assurance reviews to assist with preparation of final plans and specification for waterfront elements.
- KS will attend one review meeting to discuss comments generated from the review of the final plans and specifications.

Crib Pier Design Coastal Engineering (If Authorized)

KS Associates may recommend steel crib construction for the proposed pier at the Point Node. If this recommendation is accepted, KS can provide detailed design for the steel crib pier as an If Authorized scope item. If Authorized, the following scope of services will pertain to the cribbing pier:

30% Design

- KS will prepare a detailed site plan and cross sections for the proposed crib pier and connecting bridge based on the conceptual drawings.
- KS will provide permit drawings and supplemental design information for the proposed pier for inclusion in the Ohio Department of Natural Resources and U.S. Army Corps of Engineers permit applications. Supplemental information to be provided will include coastal engineering design calculations, site photos and a narrative alternatives analysis.
- KS will provide a 30% level engineer's opinion of probable construction costs for the proposed pier structure. The cost opinion will include structural items only and will not include pier amenities (lighting, handrails, benches, etc.).
- KS will submit 30% Design documents to EDG and attend one review meeting to discuss review comments.

70% Design

- KS will prepare 70% design drawings for the proposed steel crib pier and connecting bridge.
- KS will provide an outline of required technical specification sections for the construction of the steel crib pier and connecting bridge.
- KS will provide an updated 70% level engineer's opinion of probable construction costs for the proposed pier structure.
- KS will assist EDG in coordination with the U.S. Army Corps of Engineers, Ohio Department of Natural Resources and Ohio Environmental Protection Agency regarding review questions related to the proposed steel crib pier design.

- KS will submit 70% Design documents to EDG and attend one review meeting to discuss review comments.

100% Design

- KS will prepare final 100% construction plans for the proposed steel crib pier and connecting bridge to be included in the construction plans to be prepared by EDG.
- KS will prepare final 100% technical specification sections required for the construction of the proposed pier and connecting bridge.
- KS will prepare a final 100% engineer's opinion of probable construction costs for the proposed pier structure.
- KS will attend a meeting with EDG to review the plans, specifications and engineer's opinion of probable construction costs and will coordinate with EDG to assist with inclusion of the pier documents in the final bid documents.

F. Phrag Tunnel Boardwalk

Phrag Tunnel Boardwalk Coastal Design

30% Design

- Recommendations for boardwalk elevations based on typical Sandusky Bay water levels.
- Provide recommendations for design loads from wind, waves and ice forces on the proposed Phrag Tunnel Boardwalk support structures.

70% Design

- Review the 70% design documents and provide comments related to waterfront items. The coastal engineering review will be limited to design loads for waterfront or in-water structures, structural design of waterfront or in-water items, constructability and cost opinions.

100% Design

- Provide quality assurance reviews to assist with preparation of final plans and specification for waterfront elements.

G. Elevated Boardwalk

It is assumed that the design of the Elevated Boardwalk will set the design precedence for the habitat restoration project the City is undertaking along the coastline east of the existing north/south old runway. The design team will review the BioHabitats/Baird habitat restoration plan and align the elevated boardwalk design as best as possible to the schematic plan of the habitat restoration project.

Elevated Boardwalk Coastal Design

30% Design

- Provide recommendations for boardwalk elevations based on typical Sandusky Bay water levels.
- Provide recommended design loads from wind, waves and ice forces on the boardwalk supports.

70% Design

- KS will review the 70% design documents and provide comments related to waterfront items. The coastal engineering review will be limited to design

loads for waterfront or in-water structures, structural design of waterfront or in-water items, constructability and cost opinions.

100% Design

- KS will provide quality assurance reviews to assist with preparation of final plans and specification for waterfront elements.

Task 5 – Grant Writing Assistance – *(If Authorized)*

Environmental Design Group will provide grant writing assistance to the City as grants become available. A separate scope of work will be submitted by Environmental Design Group via email to the Client for this task. The Client will approve and authorize the scope of work via email to Environmental Design Group.

ASSUMPTIONS AND EXCLUSIONS

Below is a list of assumptions and exclusions that apply to our proposal for technical services for this project. These items were considered while defining the scope and cost of our services. These assumptions and exclusions also describe responsibilities both of Environmental Design Group and the client, in the event there is a need for work outside the defined scope of services.

1. Unless the Client designates an alternate in writing, the person signing the agreement will be considered the Client's only official representative with respect to this agreement.
2. Client will provide engineering and surveying data and other existing information in the client's possession to Environmental Design Group that may be useful in the performance of the professional services described in the proposal. These items include Environmental Site Assessments, Wetland Delineations, Boundary Surveys, Topographic Surveys, ALTA Surveys, plans and specifications of existing facilities and similar documents.
3. Client will make all provisions for Environmental Design Group personnel to enter upon public and private lands as required to perform the described services.
4. This proposal outlines the agreed upon scope of services. It supersedes any other previous requests, discussions, or versions including request for proposals or other owner-initiated scope documents.
5. This proposal has been based on a continuous project development process from start to finish. After the project is authorized, should the project be put on hold by the Client, or otherwise be pursued in a start-stop-resume manner, Environmental Design Group reserves the right to renegotiate the fees established herein to account for the extra costs resulting therefrom.
6. Additional consultation, research, applications or submittals required for LEED certification have not been included.
7. Client is responsible for all preconstruction conference notification and coordination with utility companies and contractors, including coordinating the design of electric, cable, telephone and gas by the utilities themselves or others.
8. It is assumed that the park drive will be a public access drive and is not intended to be a public roadway. The scope of work does not include public road dedication or associated public right-of-way requirements.
9. The scope of work does not include planning or design of the private development section along the eastern edge of the old north/south runway at the Focus

- Node/Point, including the future utility work and/or extensions associated with the private development site.
10. The scope of work does not include a pump station, lift station, grinder pump and/or associated pressurized sanitary systems.
 11. Environmental Design Group will strive to design the overall site grading for an earthwork balance, but site conditions or other variables may prevent balanced earthwork. Therefore, no assurance of balance can be given.
 12. This proposal does not include traffic impact studies. We would be happy to provide these services as an additional service if requested by the Client.
 13. It is assumed that all appropriate public utilities are available at the site in sufficient capacity to support the proposed development. These would include, but not limited to, water, sanitary sewer and a positive outfall for stormwater discharge.
 14. This proposal does not include design of any offsite roadway or utility improvements within or along Route 6. Any offsite studies, investigations and/or design drawings that may be required will be done under a separate, authorized contract.
 15. The preparation of As-Built or Record Drawings is not included in this proposal but can be provided as an additional service if requested.
 16. This proposal is based upon the current regulations of the applicable local, county and state regulatory agencies. While Environmental Design Group does not anticipate major changes in these regulations, changes in rules adopted by the agencies during the project process may affect the fees quoted herein and Environmental Design Group reserves the right to renegotiate such fees accordingly.
 17. This proposal is based upon preparing a single set of construction documents. If the project is broken into phases requiring multiple sets of construction documents, preparation of the subsequent sets will result in additional charges to the client for these services.
 18. Although normal provisions for inclement weather have been included in the project schedule for the field work contained within this proposal, unusually bad weather conditions may delay the schedule and estimated completion date. Should such conditions occur, Environmental Design Group will notify the Client and provide an adjusted completion schedule.
 19. Conceptual mitigation design for permittee responsible for on-site mitigation are not included in this proposal.
 20. The costs do not include any permit fees, mitigation fees, Submerged Land Lease rental fee, or other fees that may be required by the mitigation holder or the agencies. It is the responsibility of the Client to pay these fees if any such fee is encountered.
 21. Per the City, it is our understanding that all improvements associated with the Landing Park Master Plan, and carried forward in this design and implementation, will not be considered to have FEMA Flood Hazard Zone AE or Base Flood Elevation (BFE) impacts and will not require the preparation or submittal of a FEMA Letter or Map Change or Letter of Map Amendment. We are assuming that the completion and submittal of a Floodplain Development Permit to the City of Sandusky that the project grading and improvements will have no impact to the FEMA Flood Hazard Zone AE or BFE will be sufficient for this project.
 22. We are assuming that we will not be required to prepare project HEC-RES modeling or coastal modeling analyses (other than a Metocean Analysis to develop the design water levels and wave conditions) of the project impacts within the FEMA Flood Hazard Zone AE and the associated BFEs. The project will be designed to minimize the floodplain impacts and any impedance of flow due to the project grading, trails, boardwalks, and the Hemminger Bridge and Boardwalk.

23. The scope assumes that one Section 404 Nationwide, one Section 10, one Section 401 Water Quality Certification, one Isolated Wetland, one Shore Structure, and one Submerged Land Lease permit application package will be prepared and submitted that will encompass all applicable project features.
24. The scope does not include Federal or State endangered, threatened, or rare species surveys besides the mussel survey.
25. This proposal is based upon the current regulations of the applicable regulatory agencies. The stream portion of the Ohio Stream & Wetland Valuation Metric (SWVM) went into effect on February 23, 2018. The wetland portion of the Ohio SWVM is under development as of the date of this scope of services. This scope does not include the determination of mitigation required for impacted wetlands based on the Ohio Stream & Wetland Valuation Metric (SWVM) which has not been released at the date of this proposal. Wetland mitigation will be based upon mitigation regulations in effect at the date of the proposal. This proposal does not include additional data collection to determine quality other than the ORAM. Changes in rules adopted by the agencies during the project process may affect the fees quoted herein and Environmental Design Group reserves the right to renegotiate such fees accordingly.
26. Environmental Design Group offers professional services and will work to accomplish the client's goals, but the fees established herein shall be paid regardless of the outcome. Environmental Design Group will advise the Client on the likely approvability of the project, but cannot guarantee that the desired approvals by regulatory agencies will be granted. Unfortunately, such approvability is not certain until the project has gone through the entire regulatory processes.
27. Environmental Design Group has included normal review durations by the public agencies, based on our experience, in the project schedule contained herein. However, the actual duration of such reviews is beyond the control of Environmental Design Group and extended review periods may impact and/or delay project completion.
28. Based upon the scope of the project and anticipated environmental, cultural, and ecological effects, it is unlikely that an Environmental Impact Statement (EIS) will be required. Therefore, the scope of services does not include the preparation of an EIS. If an EIS is required, Environmental Design Group will prepare a separate scope of services to complete the task.
29. The Client will be responsible for construction administration, management and observation services. Environmental Design Group is available to assist the Client in observation of the site work installation, regular attendance at job site meetings, normal site observation services, full-time inspection services or more extensive review of submittals as an additional service, if authorized.
30. Any revisions to the master plan that served as the basis for the scope of services in this proposal after final engineering has begun may result in additional costs that will be billed on a time and material basis.
31. Unless bidding assistance and construction administration services have been included in the proposal, Environmental Design Group's work will be considered complete when all comments from reviewing agencies have been addressed and approval has been received from the reviewing agencies or the project has been terminated by the Client. Work requested by the Client after Environmental Design Group's plans are approved will be considered outside the scope of this agreement and will be completed after negotiation of an amendment to this agreement.
32. Opinions of construction cost or estimates of construction cost prepared by Environmental Design Group under this agreement are just that. Environmental Design Group does not warrant or guarantee that the project can be constructed

- for those amounts and the Client agrees that Environmental Design Group cannot be held liable for any discrepancies between bid costs and our opinions or estimates.
33. Environmental Design Group will assist the City in preparing an accurate and complete application. The City acknowledges that the success of the application is solely dependent on ranking and decision of the application submitted and therefore does not hold Environmental Design Group liable for the outcome of the application.

SCHEDULE

**As mutually agreed upon once the scope of services is finalized. A proposed schedule will be submitted by Environmental Design Group to the Client within two weeks of the fully authorized scope of services and contract.*

INVOICING PROCEDURES AND TERMS

Invoices will be submitted monthly.

PROJECT QUOTATION

Environmental Design Group's fee for these professional services will be a **lump sum** for the following tasks:

Task 1 – Topographic, Boundary & Hydrographic Survey, Right-of-Way Plans, Legal Descriptions, Appraisals & Negotiation	\$ 196,997.20
Task 2 – Required and “If Required” Environmental Due Diligence and Permitting	\$ 312,453.00
Task 3 – Geotechnical Investigation and Reporting	\$ 41,283.28
Task 4 – Landing Park Trail & Park Design	\$1,447,112.26
Task 5 – If Authorized Grant Writing Services	<u>\$ 60,000.00</u>
Total:	\$2,057,845.73

PROJECT INITIATION PROCEDURES

Environmental Design Group understands that the City of Sandusky will prepare their standard agreement for professional design services for this project.

If there is a need for clarification or if changes in contractual arrangements are desired, please contact don't hesitate to contact me at 330-375-1390.

Sincerely,

Dwayne Groll, P.E.
President

Michelle Johnson
Director

The community impact people.

Geotechnical work will allow EDG to design for soft soils within the wetland habitat or to minimize costs if the base materials on the old rail bed are suitable for vehicular use.

Acquisition of property, right-of-way acquisition and easements will be one of the initial steps to ensure the proposed route is achievable. This portion of work will include all appraisals, title searches, negotiations with property owners and other documents needed to procure the needed property. Actual acquisition costs are not included since they are unknown at this time. These services will be critical for the more developed areas between Landing Park and Cedar Point Drive.

Sewer, water, electric and gas utilities will be required for public restrooms and power will be required for lighting of the roadway. Other utilities, such as fiber, telephone and cable, will be discussed with Cedar Fair for their potential future development along the east side of the existing runway. Staff is working with the design engineer of the Sports Center Facility Phase II project, to extend their proposed public utilities to the northern portion of their project to allow for an easy connection for Landing Park. Public and private facilities could then be provided separate connections to each for billing purposes.

Site amenities will be selected, located and designed such as docking systems for non-motorized sports, benches and seating areas, shade structures, water filling stations, bike repair stations, trash collection, etc. Finally, various vistas and "nodes" will be located and designed along the Sandusky Bay Pathway and within Landing Park.

A schedule will be established within two weeks of the contractual execution date and will be dependent on permitting timelines. Much of the field work is time sensitive and must be done during specific seasons. Therefore, it is imperative to get the contract completed in a timely manner.

BUDGETARY INFORMATION: The total cost of this project is \$2,057,845.73 and will be paid from the Capital Projects Fund. The City intends to finance the professional design services with short-term notes in the upcoming various purpose note renewal this fall.

ACTION REQUESTED: It is recommended that an ordinance for a professional design services agreement for the Final Design of Landing Park in the amount of \$2,057,845.73 be approved and that the necessary legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter so that the consultant can mobilize crews this summer for some of the analyses required for permitting.

I concur with this recommendation:

Eric Wobser
City Manager

cc: K. Kresser, Commission Clerk; H. Solowiej, Finance Director; J. Harris, Law Director

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL DESIGN SERVICES WITH ENVIRONMENTAL DESIGN GROUP, LLC, OF AKRON, OHIO, FOR THE LANDING PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Sandusky Bay Pathway is a coastal trail that stretches along the waterfront from the east corporation limit to the west corporation limit with several other on-street and off-street trails networking City roads and the City-wide park system; and

WHEREAS, in 2016, Cedar Fair constructed a large multi-sport outdoor sports complex at the east end of the City limits and is poised to break ground on the second phase creating an indoor multi-sports facility; and

WHEREAS, the City reignited the desire expressed by its residents to implement the portion of the Sandusky Bay Pathway that connects the coastline of this property with Cedar Point Drive, while also creating a community waterfront park with access to East Sandusky Bay; and

WHEREAS, the City teamed with Cedar Fair and the Erie County Metroparks to engage Environmental Design Group to develop a conceptual design document for this vision by Ordinance No. 17-058, passed on March 13, 2017, and the conceptual design phase was completed at the end of 2017; and

WHEREAS, Environmental Design Group will be providing professional services exempt from the requirement of competitive bidding as they have developed the necessary knowledge, professional expertise and technical ability necessary to complete the required tasks and have successfully provided services for the conceptual design resulting in a knowledge and understanding of the project providing a benefit to the City; and

WHEREAS, Environmental Design Group, LLC, will be providing final design services for The Landing Project which are more fully described in the Scope of Services, which is attached to this Ordinance and marked Exhibit "A" and specifically incorporated herein; and

WHEREAS, the cost of the professional design services is not to exceed \$2,057,845.73 and will be paid from the Capital Projects Funds; the City intends to finance the professional design services with short-term notes in the upcoming various purpose note renewal this Fall; 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 consultant to immediately proceed with mobilizing crews this Summer for some of the analyses required for permitting as much of the field work is time sensitive and must be completed during specific seasons; and

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

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

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

Section 1. The City Manager is authorized and directed to enter into an agreement with Environmental Design Group, LLC, of Akron, Ohio, for Professional Design Services for the final design for The Landing Project substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the terms of this Ordinance, at an amount **not to exceed** Two Million Fifty Seven Thousand Eight Hundred Forty Five and 73/100 Dollars (\$2,057,845.73).

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

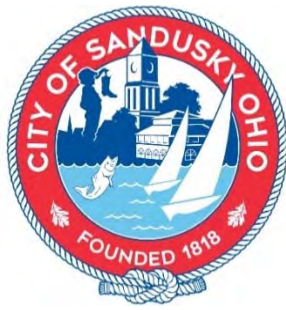
Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted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

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

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

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

Passed: June 25, 2018



Administrative Services

222 Meigs Street
Sandusky, Ohio 44870
419.627.5969
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Stuart Hamilton, IT Manager

Date: June 12th, 2018

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

ITEM FOR CONSIDERATION: Requesting legislation authorizing the City to accept bids for the City owned Fiber to be extended to the new City Hall.

BACKGROUND INFORMATION: The City currently relies on fiber connections to its offsite locations for all phone and data communications. These fiber connections run from these locations and terminate at the current City Hall. To continue city connectivity, we will need to extend these fiber connections to the new City Hall where the data center will reside.

We investigated the option of moving over to leased lines vs. extending our existing lines. By keeping our existing lines, our ROI is under 12 months.

BUDGETARY INFORMATION: The estimated cost of the project including advertisement and miscellaneous expenses is \$50,000 to be paid out of the Capital Projects Fund.

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

I concur with this recommendation:

Eric Wobser
City Manager

Stuart Hamilton
IT Manager

cc: K. Kresser, Commission Clerk; H. Solowiej, Finance Director; J. Harris, Law Director

RESOLUTION NO. _____

A RESOLUTION DECLARING THE NECESSITY FOR THE CITY TO PROCEED WITH THE PROPOSED CITY OWNED FIBER EXTENSION PROJECT; AND DIRECTING THE CITY MANAGER TO ADVERTISE FOR AND RECEIVE BIDS IN RELATION THERETO; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

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

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

WHEREAS, the total estimated cost for this project including advertising and miscellaneous expenses is \$50,000.00 and will be paid with Capital Projects Funds; and

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

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

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

Section 1. This City Commission approves of the proposed City Owned Fiber Extension Project.

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

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

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

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

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

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

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

Passed: June 25, 2018



ADMINISTRATIVE SERVICES

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

To: Eric Wobser, City Manager

From: Stuart Hamilton

Date: June 12, 2018

Subject: **Commission Agenda Item – New City Hall Physical Network Infrastructure**

ITEM FOR CONSIDERATION: Requesting legislation authorizing the City of Sandusky to enter into an agreement for the purchase and installation of the physical network infrastructure for the New City Hall with Ohio Telecom of Port Clinton, OH.

BACKGROUND INFORMATION:

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

In January of 2018, the City issued a request for qualifications to firms specializing in the installation of physical network infrastructure. Proposals were due to the City on or before February 16, 2018. Five (5) submittals were received, evaluated and ranked by a selection committee. Based on the company's strength of personnel, past experience, and their understanding of technology, equipment, configuration, and security, the City selected Ohio Telecom as the most qualified. A proposal for scope of services was requested and reviewed by the selection committee and ultimately approved.

Proposed Solution:

Ohio Telecom will, in summary install all required physical network needs to enable full functionality of network and phone communications for the City Administrative facility including (but not limited to) all cable runs with support, Wi-Fi access points and controllers, all internal fiber runs, all required data racks, cisco switches and patch cables. The project will be run under the City Hall contractors project schedule.

Not only is this a necessity, it also allows for a zero-downtime city hall move which is critical for City Operations.

BUDGETARY INFORMATION: The cost of the professional services is \$47,737.68. With the nature of the project and the probability of changes to the building itself prior to completion, it is anticipated additional funds may be necessary to complete the project and therefore a contingency of 10% (\$4,773.77) has been budgeted for this project. No additional funds will be expended unless approved by City Commission. The project will be expensed from the Capital Projects Fund.



ADMINISTRATIVE SERVICES

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

ACTION REQUESTED: It is requested that the proper legislation be prepared to expend funds for the purchase and installation of the new city hall physical network infrastructure from Ohio Telecom of Port Clinton, OH. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter to expedite the ability to lock this project in to the City Hall renovation project timeline and ensure installation and testing ahead of the main move in December 2018.

Stuart Hamilton
I.T. Manager

I concur with this recommendation:

Eric Wobser
City Manager

cc: K. Kresser, Commission Clerk; H. Solowiej, Finance Director; J. Harris, Law Director

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH OHIO TELECOM, INC., OF PORT CLINTON, OHIO, FOR PROFESSIONAL SERVICES FOR THE CITY HALL PHYSICAL NETWORK INFRASTRUCTURE PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City Commission authorized and directed the City Manager to enter into a Lease Agreement with SandCity, LLC, for the relocation of City Hall by Ordinance No. 17-065, passed on March 27, 2017, and as part of the Lease Agreement the City is responsible for certain expenses related to the relocation including data, information technology and security systems, exterior and interior wayfinding signage, new furniture purchases, and moving services; and

WHEREAS, the City Hall Physical Network Infrastructure Project involves the installation of all required physical network and telephone communications for the new City Administrative facility all cable runs with support, Wi-Fi access points and controllers, all internal fiber runs, all required data racks, cisco switches and patch cables; and

WHEREAS, a Request for Qualifications (RFQ) was issued for the City Hall Physical Network Infrastructure Project in which five (5) submittals were received, evaluated and ranked by a selection committee and based upon the company's strength of personnel, past experience, and their understanding of technology, equipment, configuration, and security, it was determined Ohio Telecom, Inc., was the most qualified and therefore a proposal for scope of services was requested and reviewed by the selection committee and ultimately approved; and

WHEREAS, Ohio Telecom Inc., will be providing professional services for the City Hall Physical Network Infrastructure Project and is more fully described in the Scope of Services, which is attached to this Ordinance and marked Exhibit "A" and specifically incorporated herein; and

WHEREAS, the total cost of the professional services is not to exceed \$47,737.68 and will be paid with Capital Projects Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately execute the agreement and schedule the work within the City Hall Renovation Project timeline to ensure installation and testing is completed prior to moving City Hall in December of 2018; and

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

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

Section 1. The City Manager is authorized and directed to enter into an agreement with Ohio Telecom, Inc., of Port Clinton, Ohio, for Professional Services for the City Hall Physical Network Infrastructure Project, substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the terms of this Ordinance, at an amount **not to exceed** Forty Seven Thousand Seven Hundred Thirty Seven and 68/100 Dollars (\$47,737.68).

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

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

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

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

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

Passed: June 25, 2018

AGREEMENT

This Agreement is made and entered into as of the _____ day of _____, 2018, (the "effective date") by and between the City of Sandusky, Ohio, an Ohio Municipal Corporation located in the County of Erie, (hereinafter "City"), and Ohio Telecom Inc., 115 W. Second Street, Port Clinton, Ohio 43452 (hereinafter "Company").

Recitals:

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

WHEREAS, In January of 2018, the City issued a request for qualifications to firms specializing in the installation of physical network infrastructure. Proposals were due to the City on or before February 16, 2018. Five (5) submittals were received, evaluated and ranked with Ohio Telecom selected as the most qualified, their proposal is attached and incorporated herein as Exhibit A; and

WHEREAS, the Parties agree as follows:

Agreement:

1. **Recitals.** The recitals are incorporated by reference and form a part of this Agreement as if set forth herein.
2. **Scope of Services / Non-Assignment.** The Company agrees to perform the services as described in the Scope of Services, a copy of which is attached to this Agreement, marked Exhibit "A", and is specifically incorporated as if fully rewritten herein.

Company shall perform such services in accordance with applicable sections of the Ohio Revised Code and any other applicable Federal, State, or local statutes, ordinances, rules, and regulations.

Company shall perform the services under this Agreement personally and shall not assign or delegate the performance of those services to any other person without the prior written approval of the City.

3. Independent Contractor. Company acknowledges that it is an independent contractor while performing the services required in this Agreement and any personnel required to perform the services in this Agreement will not be employees of the City.

4. Compensation. Company shall be paid for the services performed in accordance with this Agreement in an amount not to exceed Forty-Seven Thousand, Seven hundred Thirty Seven, and 68/100 Dollars (\$47,737.68). Company agrees to timely submit monthly invoices to the Department of Information Technology for services rendered for the previous thirty (30) day period. The City agrees to make timely payment to Company within thirty (30) days of receipt of the monthly invoice from Company.

5. Insurance and Indemnification.

5.1. Insurance

5.1.1. Casualty Insurance. Except when a modification is requested in writing by the Company and approved in writing by the City, the Company shall carry and maintain at the Company's cost, with companies authorized to do business in Ohio, all liability insurance set forth below during the term of this Agreement:

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

5.1.2. Professional Liability Insurance. Subject to the City's waiver or modification of Professional Liability Insurance upon written request of the Company, the Company shall maintain insurance to protect against claims arising from the performance of the Company's services caused by negligent acts, errors or omissions for which the Company is legally liable ("Professional Liability Insurance"). Except when a waiver is approved by the City upon written request of the Company, such Professional Liability Insurance shall be in an amount not less than \$1,000,000 per claim and in the annual aggregate. The Company may be held liable for its performance of services. If the Professional Liability Insurance is written on a claims-made basis, such insurance shall have a retroactive date no later than the date on which the Company commenced to perform the services. The insurance company issuing the Professional Liability Insurance policy must be authorized to do business in Ohio and have a rating of at least A status as noted in the most recent edition of the Best's Insurance Reports.

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

5.1.4. Waiver of Subrogation. Notwithstanding anything to the contrary in this Agreement, the City and Company each hereby waive any and all claims for recovery against the other party, its members, officers, officials, and employees on its own behalf and on behalf of any person or entity claiming through or under it by way of subrogation or otherwise, for any and all damages, losses and expenses covered or coverable by insurance, even if such damages, losses or expenses are the result of any negligent acts, errors or omissions of the other party, its members, officers, officials, employees, representatives and/or agents.

5.2. Indemnification by Company. The Company shall and does agree to indemnify and hold harmless the City and its members, officers, officials, and employees from and against insurable damages, losses, and expenses (including reasonable attorney's fees and other reasonable costs of defense), of any nature, kind or description, which (a) to the extent caused by or result from negligent performance to the Company's services hereunder and (b) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to damage to or destruction of property, including the loss of use resulting therefrom, but (c) only to the extent they are caused by any negligent acts, errors or omissions of the Company, or anyone directly employed by the Company. This

Subparagraph is intended to be, and shall be construed as consistent with, and not in conflict with, Section 2305.31 of the Ohio Revised Code, to the fullest extent permitted.

6. Confidentiality. City and Company each recognize and acknowledge that the City is subject to the Public Records Act, Ohio Revised Code Section 149.43, and that trade secrets are exempt from disclosure as public records and Company agrees that any information communicated to the Company during the performance of the services required by this Agreement that concerns confidential personal, financial or other affairs of the City shall be treated by Company as confidential and shall not be revealed or discussed unless required by law or specifically authorized to do so in writing by the City.

7. Public Records. The Company shall have access to pertinent public records as are available to the City and applicable to the project. The City does not guarantee the accuracy of said records and it shall be the Company's duty to verify the same. The City shall at all reasonable times have access to the work and plans of the Company for purposes of inspection. The Company agrees that all reports prepared for the City under the terms of this Agreement shall be furnished to the City upon request and delivered to and become the property of the City. The Company shall not destroy any documents it creates that belong to the City and shall not destroy any documents in any media that are considered public records as defined in the Ohio Public Records Act, O.R.C. §143.49 et seq.

8. Term. The term of the Agreement shall commence on the date set forth above, the effective date, and shall continue until the services are completed unless earlier terminated in accordance with this Agreement.

9. Termination for Cause. Notwithstanding any other provision of this Agreement the City may terminate this Agreement for cause by giving written notification to the Company. The notice of termination shall be by certified mail, return receipt requested.

The notice of termination is deemed effective upon receipt. Upon termination of this Agreement, Company shall have no further obligation to provide services to the City and the City shall have no further obligation to pay compensation beyond that for satisfactory services rendered before the notice of termination is received. Company shall surrender to the City copies of all completed work, work in progress and any reports, records, and any other documents relating to the scope of services that may be

in the possession of Company at the time of termination. Company shall be paid an amount that bears the same ratio to the total services of the Company covered in this Agreement, less payments of compensation previously made. Company may retain copies of documents for internal archiving purposes.

10. Notice.

Whenever in this Agreement there shall be required or permitted that notice or demand to be given or served by either party to this Agreement, to or on the other, such notice or demand shall be given or served in writing by certified mail, return receipt requested addressed as follows:

City of Sandusky
C/O Stuart Hamilton
222 Meigs Street
Sandusky, OH 44870

Ohio Telecom Inc.
c/o Michael Christiansen
115 W. Second St.
Port Clinton, Ohio 43452

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

12. Equal Employment Opportunity. In carrying out this Agreement, the Company will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Such action will include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. The Company will post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this nondiscrimination clause. The Company will state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national original, disability, or age. The Company will incorporate the provisions of this paragraph in all subcontracts for any work covered by this Agreement.

13. Entire Agreement. This Agreement sets forth the entire Agreement between the parties with regard to the subject matter of the Agreement. No other agreements,

representations or warranties have been made by either party to the other with respect to the subject matter of this Agreement

14. Severability. If any of the provisions of this Agreement are found or deemed by a Court of competent jurisdiction to be invalid or unenforceable, they shall be considered severable from the remainder of this Agreement and shall not cause the remainder to be invalid or unenforceable

15. Amendments. This Agreement may be amended by the parties only by a written agreement signed by both parties

SIGNATURE PAGE TO FOLLOW

WITNESSES:

CITY OF SANDUSKY:

Eric L. Wobser, City Manager

Date

WITNESSES:

OHIO TELECOM, INC.

(Signature)

(Printed Name and Title)

Date

Approved as to Form:

Trevor Hayberger #0075112
Assistant Law Director
City of Sandusky

CERTIFICATE OF DIRECTOR OF FINANCE

The undersigned, fiscal officer of the City of Sandusky, hereby certifies that the moneys required to meet the obligations of the City during the year 2018 under the Agreement have been lawfully appropriated by the Commission of the City for such purposes and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Date

Hank Solowiej
Director of Finance

Account Number



City of Sandusky
Attn: Stu Hamilton
222 Meigs Street
Sandusky OH 44870
shamilton@ci.sandusky.oh.us

We are pleased to present you with this estimated proposal of cost for the Physical Network Infrastructure on the new Sandusky City Hall leased space as presented in plans. Please advise if you have any additional questions or comments.

This proposal includes labor and materials for installation of all teledata cabling and hardware infrastructure for four floors as specified on supplied drawings including cable support, plenum type CAT6 cabling, fiber optic cabling floor to floor & demarc to MDF, IDF wall racks on each floor, MDF racks on main 4th floor, server racks, cable management ladders in server room, wall jacks, patch panels, switches and wifi access points. This proposal is figured assuming electricians on the job will provide all boxes, conduit and wall penetrations where required prior to our cable placement. Testing and Certification is included. A complete material list is attached for your review as well. All labor rates are calculated at current prevailing wage as of May 30, 2018.

Materials & Equipment	\$27,856.13
Labor	\$19,381.55
Total Project	\$47,237.68

Michael Christiansen
President

Bud Chasteen
Technical Engineer/Estimator



Material List

4	4postrack 42u w/casters
2	2postrack 42u w/casters
4	2u fixed rack shelves
3	12u adjustable wall rack
36	LF 12" Ladder Rack cable management w/brackets & hangers
3	1u fiber optic splice tray for IDF w/SC adapters
1	2u fiber optic splice tray for floor-floor MDF w/SC adapters, & splice trays
1	2u fiber optic splice tray for outside fiber MDF w/SC adapters, & splice trays
-	Fiber optic pigtail kits
-	Fiber optic splice supplies
100	Ft fiber optic inner duct
-	duct clamps
400	Ft 6 strand Loose tube SM fiber optic cable (Plenum)
18k	ft Cat6 UTP Plenum Cable
6	48 port Cat6 110 style patch panels
2	24 port Cat6 110 style patch panels
-	Caddy CAT32 J-hooks
-	Misc cable support materials
208	Cat6 Toolless Keystone Jacks White/Black
104	White keystone wall plates
8	UAP AC Long Range WiFi Access Points
1	Cloud Key Controller, WiFi
1	Freight

Equipment List

10	24port Cisco 3750R POE Gigabit Switches
1	12port Cisco 3750R Fiber Switch
10	SFP Modules
10	SM Patch Cables 2m
8	SM SC Pigtail Termination Kits (12F)
250	Ft 48 Strand SM Fiber (Demarc to MDF)
428	Cat6 Patch Cables (Various lengths, colors as specified)



ADMINISTRATIVE SERVICES

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

To: Eric Wobser, City Manager

From: Stuart Hamilton

Date: June 12, 2018

Subject: **Commission Agenda Item – New City Hall Security**

ITEM FOR CONSIDERATION: Requesting legislation authorizing the City of Sandusky to enter into an agreement for the purchase and installation of a security system for the New City Hall with Johnson Control, Inc. of Cleveland, OH.

BACKGROUND INFORMATION:

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

In January of 2018, the City issued a request for qualifications to firms specializing in the installation of physical network infrastructure. Proposals were due to the City on or before February 16, 2018. Seven (7) submittals were received, evaluated and ranked by a selection committee. Based on the company's strength of personnel, past experience, and their understanding of integrated and scalable security systems, the City selected JCI as the most qualified. A proposal for scope of services was requested and reviewed by the selection committee and ultimately approved.

Proposed Solution:

Per the attached proposal, JCI will, in summary install a centralized security system that will manage video surveillance and door controls for the City Administrative facility including (but not limited to) all surveillance cameras (interior and exterior), all door controls, the infrastructure and hardware required to support the system, a centralized management system and all panic buttons. The project will be run under the City Hall contractors project schedule.

Not only is this a necessity for security reasons, it also allows for the building to be fully secured in time for our scheduled move in December 2018. This system will give us one place to manage and ensure a secure working environment for both staff and for residents to visit. With the move physically away from the Police department, this centralized system will give them full access to monitor and manage any incidents remotely if needed.

BUDGETARY INFORMATION: The cost of the professional services is \$157,396.00. With the nature of the project and the probability of changes to the building itself prior to completion, it is anticipated additional funds may be necessary to complete the project and therefore a contingency of 10% (\$15,739.60) has been budgeted for this project. No additional funds will be expended unless approved by City Commission. The project will be expensed from the Capital Projects Fund.

ACTION REQUESTED: It is requested that the proper legislation be prepared to expend funds for the purchase and installation of the new city hall security system from Johnson Control, Inc., OH. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter to expedite the ability to lock this project in to the City Hall renovation project timeline and ensure installation and testing ahead of the main move in December 2018.

Stuart Hamilton
I.T. Manager

I concur with this recommendation:

Eric Wobser
City Manager

cc: K. Kresser, Commission Clerk; H. Solowiej, Finance Director; J. Harris, Law Director

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH JOHNSON CONTROL, INC. OF CLEVELAND, OHIO, FOR PROFESSIONAL SERVICES FOR THE CITY HALL SECURITY SYSTEMS PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City Commission authorized and directed the City Manager to enter into a Lease Agreement with SandCity, LLC, for the relocation of City Hall by Ordinance No. 17-065, passed on March 27, 2017, and as part of the Lease Agreement the City is responsible for certain expenses related to the relocation including data, information technology and security systems, exterior and interior wayfinding signage, new furniture purchases, and moving services; and

WHEREAS, the City Hall Security Systems Project involves the installation of a centralized security system that will manage video surveillance and door controls for new City Administrative facility including all surveillance cameras, all door controls, the infrastructure and hardware required to support the system, a centralized management system and all panic buttons; and

WHEREAS, a Request for Qualifications (RFQ) was issued for the City Hall Security Systems Project in which seven (7) submittals were received, evaluated and ranked by a selection committee and based upon the company's strength of personnel, past experience, and their understanding of integrated and scalable security systems, it was determined Johnson Control, Inc. of Cleveland Ohio, was the most qualified and therefore a proposal for scope of services was requested and reviewed by the selection committee and ultimately approved; and

WHEREAS, Johnson Control, Inc., will be providing professional services for the City Hall Security Systems Project and is more fully described in the Scope of Services, which is attached to this Ordinance and marked Exhibit "A" and specifically incorporated herein; and

WHEREAS, the total cost of the professional services is not to exceed \$157,396.00 and will be paid with Capital Projects Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately execute the agreement and schedule the work within the City Hall Renovation Project timeline to ensure installation and testing is completed prior to moving City Hall in December of 2018; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Department of Information Technology, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **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 aa agreement with Johnson Control, Inc. of Cleveland, Ohio, for Professional Services for the City Hall Security Systems Project, substantially in the same form as attached to this Ordinance, marked Exhibit “1”, and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the terms of this Ordinance, at an amount **not to exceed** One Hundred Fifty Seven Thousand Three Hundred Ninety Six and 00/100 Dollars (\$157,396.00).

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

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

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

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

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

Passed: June 25, 2018

AGREEMENT

This Agreement is made and entered into as of the _____ day of _____, 2018, (the "effective date") by and between the City of Sandusky, Ohio, an Ohio Municipal Corporation located in the County of Erie, (hereinafter "City"), and Johnson Control, Inc., Security and Fire Division, 9797 Midwest Avenue, Cleveland Avenue 44125 (hereinafter "Company").

Recitals:

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

WHEREAS, in January of 2018, the City issued a request for qualifications to firms specializing in the installation of physical network infrastructure. Proposals were due to the City on or before February 16, 2018. Seven (7) submittals were received, evaluated and ranked with JCI selected as the best qualified, their proposal is attached and incorporated herein as Exhibit A; and

WHEREAS, the Parties agree as follows:

Agreement:

1. **Recitals.** The recitals are incorporated by reference and form a part of this Agreement as if set forth herein.
2. **Scope of Services / Non-Assignment.** The Company agrees to perform the services as described in the Scope of Services, a copy of which is attached to this Agreement, marked Exhibit "A", and is specifically incorporated as if fully rewritten herein.

Company shall perform such services in accordance with applicable sections of the Ohio Revised Code and any other applicable Federal, State, or local statutes, ordinances, rules, and regulations.

Company shall perform the services under this Agreement personally and shall not assign or delegate the performance of those services to any other person without the prior written approval of the City.

3. Independent Contractor. Company acknowledges that it is an independent contractor while performing the services required in this Agreement and any personnel required to perform the services in this Agreement will not be employees of the City.

4. Compensation. Company shall be paid for the services performed in accordance with this Agreement in an amount not to exceed One Hundred and Fifty-Seven Thousand, Three Hundred and Ninety-Six Dollars and 00/100 (\$157,396.00). Company agrees to timely submit monthly invoices to the Department of Information Technology for services rendered for the previous thirty (30) day period. The City agrees to make timely payment to Company within thirty (30) days of receipt of the monthly invoice from Company.

5. Insurance and Indemnification.

5.1. Insurance

5.1.1. Casualty Insurance. Except when a modification is requested in writing by the Company and approved in writing by the City, the Company shall carry and maintain at the Company's cost, with companies authorized to do business in Ohio, all liability insurance set forth below during the term of this Agreement:

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

5.1.2. Professional Liability Insurance. Subject to the City's waiver or modification of Professional Liability Insurance upon written request of the Company, the Company shall maintain insurance to protect against claims arising from the performance of the Company's services caused by negligent acts, errors or omissions for which the Company is legally liable ("Professional Liability Insurance"). Except when a waiver is approved by the City upon written request of the Company, such Professional Liability Insurance shall be in an amount not less than \$1,000,000 per claim and in the annual aggregate. The Company may be held liable for its performance of services. If the Professional Liability Insurance is written on a claims-made basis, such insurance shall have a retroactive date no later than the date on which the Company commenced to perform the services. The insurance company issuing the Professional Liability Insurance policy must be authorized to do business in Ohio and have a rating of at least A status as noted in the most recent edition of the Best's Insurance Reports.

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

5.1.4. Waiver of Subrogation. Notwithstanding anything to the contrary in this Agreement, the City and Company each hereby waive any and all claims for recovery against the other party, its members, officers, officials, and employees on its own behalf and on behalf of any person or entity claiming through or under it by way of subrogation or otherwise, for any and all damages, losses and expenses covered or coverable by insurance, even if such damages, losses or expenses are the result of any negligent acts, errors or omissions of the other party, its members, officers, officials, employees, representatives and/or agents.

5.2. Indemnification by Company. The Company shall and does agree to indemnify and hold harmless the City and its members, officers, officials, and employees from and against insurable damages, losses, and expenses (including reasonable attorney's fees and other reasonable costs of defense), of any nature, kind or description, which (a) to the extent caused by or result from negligent performance to the Company's services hereunder and (b) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to damage to or destruction of property, including the loss of use resulting therefrom, but (c) only to the extent they are caused by any negligent acts,

errors or omissions of the Company, or anyone directly employed by the Company. This Subparagraph is intended to be, and shall be construed as consistent with, and not in conflict with, Section 2305.31 of the Ohio Revised Code, to the fullest extent permitted.

6. Confidentiality. City and Company each recognize and acknowledge that the City is subject to the Public Records Act, Ohio Revised Code Section 149.43, and that trade secrets are exempt from disclosure as public records and Company agrees that any information communicated to the Company during the performance of the services required by this Agreement that concerns confidential personal, financial or other affairs of the City shall be treated by Company as confidential and shall not be revealed or discussed unless required by law or specifically authorized to do so in writing by the City.

7. Public Records. The Company shall have access to pertinent public records as are available to the City and applicable to the project. The City does not guarantee the accuracy of said records and it shall be the Company's duty to verify the same. The City shall at all reasonable times have access to the work and plans of the Company for purposes of inspection. The Company agrees that all reports prepared for the City under the terms of this Agreement shall be furnished to the City upon request and delivered to and become the property of the City. The Company shall not destroy any documents it creates that belong to the City and shall not destroy any documents in any media that are considered public records as defined in the Ohio Public Records Act, O.R.C. §143.49 et seq.

8. Term. The term of the Agreement shall commence on the date set forth above, the effective date, and shall continue until the services are completed unless earlier terminated in accordance with this Agreement.

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reports, records, and any other documents relating to the scope of services that may be in the possession of Company at the time of termination. Company shall be paid an amount that bears the same ratio to the total services of the Company covered in this Agreement, less payments of compensation previously made. Company may retain copies of documents for internal archiving purposes.

10. Notice.

Whenever in this Agreement there shall be required or permitted that notice or demand to be given or served by either party to this Agreement, to or on the other, such notice or demand shall be given or served in writing by certified mail, return receipt requested addressed as follows:

City of Sandusky
C/O Stuart Hamilton
222 Meigs Street
Sandusky, OH 44870

Johnson Control Inc.
c/o
9797 Midwest Ave
Cleveland, Ohio 44125

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

12. Equal Employment Opportunity. In carrying out this Agreement, the Company will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Such action will include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. The Company will post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this nondiscrimination clause. The Company will state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national original, disability, or age. The Company will incorporate the provisions of this paragraph in all subcontracts for any work covered by this Agreement.

13. Entire Agreement. This Agreement sets forth the entire Agreement between the parties with regard to the subject matter of the Agreement. No other agreements,

representations or warranties have been made by either party to the other with respect to the subject matter of this Agreement

14. Severability. If any of the provisions of this Agreement are found or deemed by a Court of competent jurisdiction to be invalid or unenforceable, they shall be considered severable from the remainder of this Agreement and shall not cause the remainder to be invalid or unenforceable

15. Amendments. This Agreement may be amended by the parties only by a written agreement signed by both parties

SIGNATURE PAGE TO FOLLOW

WITNESSES:

CITY OF SANDUSKY:

Eric L. Wobser, City Manager

Date

WITNESSES:

JOHNSON CONTROL, INC.

(Signature)

(Printed Name and Title)

Date

Approved as to Form:

Trevor Hayberger #0075112
Assistant Law Director
City of Sandusky

CERTIFICATE OF DIRECTOR OF FINANCE

The undersigned, fiscal officer of the City of Sandusky, hereby certifies that the moneys required to meet the obligations of the City during the year 2018 under the Agreement have been lawfully appropriated by the Commission of the City for such purposes and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Date

Hank Solowiej
Director of Finance

Account Number

Johnson Control, Inc.
Security and Fire Division
Cleveland Office
9797 Midwest Ave.
Cleveland OH 44125

Date: 13 June 2018

To: City of Sandusky

Project Description: New City Hall Security REV 2

Project Location: 238 Columbus Ave. Sandusky OH 44870

Scope of Work

Johnson Controls, Inc. (JCI) will provide parts, installation labor, and technical labor to install a complete integrated security system at city hall. The system consist of:

1. CCURE9000 Security Management System
2. Aimetis Symphony Video Management
3. Aiphone IX series IP intercom

The Aimetis and Aiphone software will be integrated into the CCURE9000 platform to provide the city with a single user interface for the security system.

Intent of the system is for the emergency needs of City Hall to be directly monitored by Sandusky Police. Panic alarms, forced doors, and video alarms can be directly addressed by the police department without delay or cost of going to a 3rd party call center. The City will need to provide client hardware for police use.

IP field devices to be direct connect per ANSI/BICSI 005A.

Customer Responsibility

All switches, UPS, 115VAC, and network provided by customer. The VM server environment and all client hardware is to be provided by the City.



INGENUITY WELCOME.COM

Proposed Equipment

#	Qty	Description	Price	Extended
1	1	CCURE9000 series N software. 64 readers, 4,000 card holders, 10 simultaneous clients. Can be upgraded for additional readers, card holders or clients as needed. Includes Aimetis video and Aiphone integration.	5,830.00	5,830.00
2	31	Aimetis Symphony Standard video license with 3 year SSA	165.00	5,115.00
3	200	HID iClass access card. 2K/13.56	3.66	732.00
4	1	Fargo 55602 single side card printer	2,202.00	2,202.00
5	1	ID camera with stand	514.00	514.00
6	4	USTAR GMC 2U rack mounted processor	2,882.00	11,582.00
7	5	USTAR-ACM 4U rack mounted door controller	1,784.00	8,920.00
8	4	PSX-ISU-RD 2U rack mounted door hardware power supply	744.00	2,976.00
9	4	Input/output bus module with enclosure	344.00	1,376.00
10	30	RP40 multiclass card reader	195.00	5,852.00
11	30	Request to exit motion sensor	63.00	1,827.00
12	33	Position switch	8.00	264.00
13	4	TS2 request to exist button	39.00	156.00
14	12	Panic button	20.00	240.00
15	3	Aiphone IX series audio visual intercom master station	1,095.00	3,285.00
16	2	Aiphone IX series audio visual intercom door station	782.00	1,564.00
17	1	Aiphone ix series audio visual door intercom door station with integrated reader	1,020.00	1,020.00
18	1	Axis P3707-PE camera (4) HDTV 1080P sensors	1,129.00	1,129.00
19	1	Axis P3225-LVE camera. HDTV 1080p	659.00	659.00
20	2	MRJPOE camera surge protector	56.00	112.00
21	6	Axis P3225V camera. HDTV 1080p	470.00	2,820.00
22	3	Axis M3048-P camera. 12MP	629.00	1,887.00
23	20	Axis P3224-V camera. HDTV 720P	395.00	7,900.00
24	1	Installation. Includes all CAT6, bundled cable, connectors, door hardware, strikes, mag locks, plates, frame cuts, etc... to provide a working system	\$70,024.00	70,024.00
25	1	Johnson Controls construction PM and technician. Includes all project management, coordination of trades with GC, programming, commissioning and customer training.	19,340.00	19,340.00

Exceptions and Clarifications

- 1) Pricing based on work being performed PRIOR to ceiling tile installation.
- 2) Price based on glass doors equipped with floating headers.
- 3) Price based on precut frames to accept electronic locks where applicable.
- 4) All work performed Monday – Friday 08:00 to 17:00
- 5) Fire tie for emergency door release by others
- 6) 120 VAC by others
- 7) All devices will communicate on Customer network
- 8) Painting and patching by others
- 9) Additional testing of existing devices not included
- 10) Additional devices required by AHJ are not included
- 11) Warranty is limited to new, installed equipment only
- 12) Permits and inspections excluded
- 13) Excludes submittals, drawings, close-outs, and revisions to AutoCAD drawings

Project Pricing

Please consider the following pricing for this project.
System Material, Subcontractor & JCI Labor Services

Total: \$157,396.00

Sincerely,



David B. DiRocco
Account Executive
Northern Ohio Security and Fire
P: 330-324-4882
David.Dirocco@jci.com



ADMINISTRATIVE SERVICES

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

City of Sandusky, Ohio
Security Systems – Sandusky City Hall
Request for Qualifications
Responses Due: February 16, 2018, 10:00 a.m.

The City of Sandusky is inviting qualified Building Security Systems companies to submit their qualifications to undertake the design and installation of Building Security Systems for the currently under construction Sandusky City Hall Administrative Facility (herein referenced as the “Project”). Qualification packages are due no later than 10:00 a.m. on February 16, 2018.

Background Information:

In 2016, the City of Sandusky began a process to relocate its administrative, police and municipal court operations into new or substantially rehabilitated facilities. The process resulted in the determination to separate the administrative functions from the police and municipal court functions into two (2) distinct sites. The site selection process for the relocated police and municipal court function continues. However, the location for the new administrative facility has been decided.

The City administrative facility will be relocated into two (2) existing buildings (known as the Kingsbury and Commercial Banking and Trust Co. on the northeast corner of Columbus Avenue and E. Washington Row) as part of a larger 51,000 square foot, three (3) building renovation project. The City of Sandusky has signed a lease to occupy approximately 21,000 square feet – which is currently under construction and slated to be completed in December of 2018.

Per the lease however, the City is responsible for providing for the design and installation of all IT and Security requirements. This project will install security camera and recording devices, as well as a door control system. These systems should be integrated and centrally managed, and provide for the ability to scale across other City buildings in the future.

The development of a complete Program of Requirements (POR), and completed drawings/schematics will be part of the project.

[Please see attached Exhibit A for Drawings of the Project Building](#)

Scope of Services:

With guidance from the City and Marous Brothers Construction (general contractor) and SandCity, LLC (developer and owner), the selected company will design, apply for and receive approval for any permits and install agreed upon security. More specifically, the selected company will:

- Provide a video coverage map, suggest camera and recording options.
- Develop detailed site map for all security devices for approval by staff.



ADMINISTRATIVE SERVICES

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

- Provide a central management system for door controls and central video collection, review and management.
- Design, install and test all agreed upon equipment in accordance with all City permitting and inspection requirements.

It must be noted that these buildings are either individually listed on the National Register of Historic Places or listed as contributing members within a Nationally Registered Historic District. Therefore, any mutually agreed upon design and location may first require approval, by both the Ohio Historic Preservation Office and the City of Sandusky Landmarks Commission.

Further, since the City is leasing the space, any mutually agreed upon design and location must first be approved by the building owner.

Evaluation:

The City of Sandusky will form a Selection Committee comprised of City officials to review submitted Qualifications. The Selection Committee will evaluate and select the most qualified respondent.

The following criteria will be used in the building security design company evaluation process:

- Strength of project manager and strength/experience of key team members and proposed subcontractor key personnel.
- Past performance and success with projects of similar scope and size.
- Demonstrated understanding of integrated and scalable security systems.
- Proposed Project schedule.
- Location of project manager, key team members, company and proposed subcontractors.

Based on the Qualifications submitted, the City of Sandusky may conduct interviews of respondents that best demonstrate an understanding of the City of Sandusky's objectives and that adequately addressed all elements of the Request for Qualifications. Whether interviews are conducted or not, the City shall enter into contract negotiations with the respondent to determine final scope of services and approved project budget and delivery timeline. If negotiations fail, the City of Sandusky shall enter into negotiations with the second highest ranking Respondent. This process shall continue until a contract is successfully negotiated or the City of Sandusky determines to issue a second Request for Qualifications. The contract must be approved by Sandusky City Commission.

All Qualifications shall be considered without regard to race, color, religion, sex, national original citizenship, age, mental or physical disability, veteran/reserve/national guard status or any other similarly protected status.



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Submittal Requirements:

Please include in the Qualification packet/submittal:

- Experience of company and personnel to be assigned to this Project that will uniquely qualify your company to complete this Project – including resumes and locations of key Project team members (**maximum 5 pages**).
- Descriptions of the company's overall understanding of the Project and recommended scope of services to accomplish the stated goals (**maximum 2 pages**).
- A Project management schedule showing all milestones and completion dates to achieve completion no later than September 30th, 2018. (**maximum 2 pages**).
- Project staffing plan (**maximum 1 page**).
- Listing of references (**maximum 1 page**).

One (1) original Qualification packet and one (1) electronic copy on CD or via email in PDF or Microsoft Word format shall be submitted by February 16, 2018 at 10:00 a.m. to:

Stuart Hamilton
IT Manager
City of Sandusky, Information Technology Department
222 Meigs Street, Sandusky, Ohio 44870

If under 20MB in file size, the requested electronic copy can be emailed to Stuart Hamilton at shamilton@ci.sandusky.oh.us. Please call (419) 627-5969 with any questions.

Sandusky Register: January XXXXX and January XXXXX



ADMINISTRATIVE SERVICES

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

**Evaluation Form
City of Sandusky
Professional Services
Security Systems – Sandusky City Hall**

Name of Firm:

Name of Evaluator:

Date of Evaluation:

	Criteria	Points	Score
1	Strength of project manager and strength/experience of key team and proposed subcontractor key personnel.	15	
2	Past performance and success, and adherence to budget with projects of similar scope and size and support of such projects.	25	
3	Proposed Project schedule.	20	
4	Demonstrated understanding of technology, equipment and centralized management of security apparatus	30	
5	Location of project manager, key team members, company and proposed subcontractors.	10	
	TOTAL		



ADMINISTRATIVE SERVICES

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Sandusky, Ohio 44870
Phone: 419-627-5969
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EXHIBIT A – Floor Plans of Project Site See Attached

COLUMBUS AVENUE REVITALIZATION CITY OF SANDUSKY CITY HALL



COLUMBUS AVENUE VIEW LOOKING NORTHEAST



CITY OF SANDUSKY LEASE OUTLINE DRAWINGS
June 6, 2017

THIS DOCUMENT IS THE PROPERTY OF THE CITY OF SANDUSKY, OHIO. IT IS TO BE USED FOR THE PURPOSES OF THE PROJECT ONLY. IT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT PERMISSION IN WRITING FROM THE CITY OF SANDUSKY, OHIO.





DEPARTMENT OF PUBLIC WORKS

222 Meigs Street
Sandusky, Ohio 44870
419.627.5829
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Jane E. Cullen, P.E.

Date: June 13, 2018

Subject: Commission Agenda Item – Change Order No. 1 and Final for West Market Street Sewer Replacement Project

ITEM FOR CONSIDERATION: Requesting legislation for approval of Change Order No. 1 and Final for the West Market Street Sewer Replacement Project

BACKGROUND INFORMATION: This project was awarded to Rising Son Company, LLC Mansfield, Ohio at the March 12, 2018 city commission meeting per ordinance 18-054 in the amount of \$65,391.00.

The City of Sandusky sewer collection system had an existing 24" vitrified (VIT) clay combined sewer located in West Market Street between the Shelby and Pearl Street intersections. Approximately 290 feet of this sewer was in need of replacement due to extensive cracking of the sewer pipe. The 24" VIT conduit run from an existing manhole structure at the West Market and Pearl Street intersection and heads east to a blind tap into the existing sewer in Shelby Street. A "blind tap" is a connection from one sewer to another that is not located at a manhole, thereby not able to be visually inspected except on video. Existing sewer video showed the top portion of the sewer pipe flattened and pancaked, but also appearing to be a straight run of pipe which would allow for a linear excavation in the roadway.

During excavation the contractor located the blind tap at the east end of the project near the Shelby Street sewers and connected the new 24" PVC pipe successfully. However, as the contractor continued to lay the new 24" conduit to the west, the existing VIT conduit started to curve in a northerly directional. Unfortunately, the old VIT pipe was installed in 4-foot lengths which allows the pipe to be slightly bent, but the new PVC pipe was procured in 14-foot lengths which would not allow a similar deflection as the VIT. This meant the new conduit pipe had to be installed in a straight line to the manhole structure in Pearl Street while the old VIT pipe that traveled in an arc. As stated previously, the sewer video did not show any curvature in the existing 24" VIT pipe. The decision was made to continue installing the new PVC in a straight line connecting to the manhole structure at Pearl Street allowing for easier long-term maintenance. Due to concerns that the existing 24" VIT pipe, if left in place, would collapse and cause sink holes at a future time in Market Street, it was determined the pipe would be excavated and backfilled as needed. This caused a larger than standard trench repair and backfill area.

The contractor was originally seeking reimbursement for the additional repairs in the amount of \$32,000, but price comparisons, field measurements and the inspector's documentation reduced the cost to \$22,000.00 as described below. Deducts in the amount of \$5,078.55 of the original bid items reduced the overall change order to \$16,921.45.

Summary of add items for Change Order No. 1 and Final	
Item 1-ODOT 304 material & delivery fees	\$7,867.80
Item 2-Additional Dumping fees for spoils	\$1,020.00
Item 3-Labor & Equipment for ODOT 304 Backfill material	\$3,796.20
Item 4-Additional Class FS concrete for trench repair	\$3,366.00
Item 5-Labor & Equipment for concrete trench repair	\$1,000.00
Item 6- Additional Asphalt trench repair-placed & finished	\$4,950.00

BUDGETARY INFORMATION: Change Order No. 1 and final, an addition in the amount of \$16,921.45 will revise the contract amount to \$82,312.45 and will be paid with Sewer Funds.

ACTION REQUESTED: It is requested that legislation be prepared to allow for the approval of Change Order No. 1 and Final for final quantities for the West Market Street Sewer Replacement Project. It is further requested that this be passed in accordance with Section 14 of the City Charter so that the contractor can be paid for work already completed on the project site.

I concur with this recommendation:

Eric Wobser
City Manager

Aaron M. Klein
Director

cc: K. Kresser, Commission Clerk; H. Solowiej, Finance Director; J. Harris, Law Director

Change Order No. **1 & Final**CONTRACT: **2900**ORDINANCE NO. **18-054**Contractor: **Rising Son company, LLC**
4490 McNaull Road Mansfield, OH 44903STREET OR LOCATON OF WORK: **West Market Street Sewer Replacement Project**

Order is hereby issued and accepted for the following additions to or deductions from the quantities as specified in the original contract.

Bid Item No.	ODOT Item No.	Plan Quantity	Actual Quantity	Difference in Quantity	Unit	Description	Unit Price	Bid Price	Total ADDITION	Total DEDUCT
1	611	9.00	7.00	-2.00	EA	Inserta Tee for reconnection of 6" existing sewer laterals	\$154.00	\$1,386.00		-\$308.00
2	611	290.00	289.00	-1.00	LF	24" Type B Conduit Combined Sewer SDR35-includes ferncos, ba	\$157.00	\$45,530.00		-\$157.00
3	611	45.00	34.59	-10.41	LF	6" Type B Conduit-SDR35 sewer later repair including wye, fernco	\$155.00	\$6,975.00		-\$1,613.55
4	614	1.00	1.00	0.00	LS	Maintaining Traffic	\$2,000.00	\$2,000.00		
5	623	1.00	1.00	0.00	LS	Construction Layout Stakes	\$1,500.00	\$1,500.00		
6	624	1.00	1.00	0.00	LS	Mobilization	\$5,000.00	\$5,000.00		
7	MISC	1.00	0.00	-1.00	LS	Contingency-to be used as directed by the Engineer	\$3,000.00	\$3,000.00		-\$3,000.00
Change Order 1 Items for additional excavation, pipe removal and pavement repair										
CO1	ITEM1	0.00		564.00	TN	ODOT 304 backfill material & delivery fees	\$13.95		\$7,867.80	
CO1	ITEM2	0.00		34.00	Loads	Additional dumping fees for spoils	\$30.00		\$1,020.00	
CO1	ITEM3	0.00		1.00	LS	Labor & Equipment for ODOT 304 backfill material	\$3,796.20		\$3,796.20	
CO1	ITEM4	0.00		25.50	CY	Additional Class C concrete for trench repair	\$132.00		\$3,366.00	
CO1	ITEM5	0.00		1.00	LS	Labor & Equipment for concrete trench repair	\$1,000.00		\$1,000.00	
CO1	ITEM6	0.00		13.03	CY	Additional Asphalt trench repair-placed & finished	\$380.00		\$4,950.00	
							Totals=	\$65,391.00	\$22,000.00	-\$5,078.55
							Total Difference=		\$16,921.45	

Original Contract Amount= \$65,391.00

Total Add Amount= \$16,921.45

Revised Contract Amount= \$82,312.45

Explanation: Change order reflects work performed in the field.

Accepted: 
ContractorDate: 6-14-2018, 2018Accepted: _____
Director of Public Works

Date: _____, 2018

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO APPROVE THE FIRST & FINAL CHANGE ORDER FOR WORK PERFORMED BY RISING SON COMPANY, LLC, OF MANSFIELD, OHIO, FOR THE WEST MARKET STREET SEWER REPLACEMENT PROJECT IN THE AMOUNT OF \$16,921.45; 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 West Market Street Sewer Replacement Project by Resolution No. 057-17R, passed on December 11, 2017; and

WHEREAS, the City Commission approved the awarding of the contract to Rising Son Company, LLC, of Mansfield, Ohio, for work to be performed for the West Market Street Sewer Replacement Project by Ordinance No. 18-054, passed on March 12, 2018; and

WHEREAS, the West Market Street Sewer Replacement Project involves the replacement of approximately 290 feet of an existing 24" vitrified (VIT) clay combined sewer located in West Market Street between the Shelby Street and Pearl Street intersections; and

WHEREAS, this First & Final Change Order reflects **additional** work completed for trench repair and backfill for removal of old VIT pipe in the amount of \$22,000.00 and a **deduction** in the amount \$5,078.55 for actual work performed in the field by the contractor and the actual quantities used for a final total amount of \$16,921.45; and

WHEREAS, the original contract with Son Rising Company, LLC, was \$65,391.00 and with the addition of this First & Final Change Order in the amount of \$16,921.45, the final contract cost is \$82,312.45 and will be paid with Issue 8 funds from the Capital Projects Fund; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to make payment to contractor for work already completed on the project; and

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

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

Section 1. The City Manager is hereby authorized and directed to approve this First & Final Change Order for work performed for the West Market Street Sewer Replacement Project in an amount **not to exceed** Sixteen Thousand Nine Hundred Twenty One and 45/100 Dollars (\$16,921.45) resulting in the final contract cost of Eighty Two Thousand Three Hundred Twelve and 45/100 Dollars (\$82,312.45) with Rising Son Company, LLC, of Mansfield, Ohio.

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

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

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

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

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

Passed: June 25, 2018



DEPARTMENT OF PUBLIC WORKS

222 Meigs Street
Sandusky, Ohio 44870
419.627.5829
www.ci.sandusky.oh.us

To: City Manager, Eric Wobser

From: Todd Gibson, Sr., Facilities & Properties Supervisor

Date: June 13, 2018

Subject: **Commission Agenda Item – Request to purchase vehicle for Division of Engineering**

ITEM FOR CONSIDERATION: Legislation authorizing the purchase of one (1) 2019 RAM 1500 Quad Cab ST 4X4 truck from Sherry Chrysler of Piqua, OH, for the Division of Engineering in the Public Works department.

BACKGROUND INFORMATION: The above listed vehicle is available for a total purchase price of \$25,198.00, through Sherry Chrysler Dodge Jeep, Inc., Contract #RS901018, of Piqua, Ohio through the State of Ohio Department of Administrative Services cooperative purchase program.

Since the Engineering Technician II position was filled in 2016, the employee has been using a vehicle incompatible with his job needs. The bed of the current vehicle is too small for equipment regularly needed on job sites and permits rain and snow to weather electronic components. It does not allow for materials like sewer and water castings to be transported from the storage yards to the contractor requiring sewer and water staff to leave their projects to accommodate engineering projects. The inspector is required to keep organized file boxes and three-ring binders for each project with him at all times and the current cab does not accommodate several projects or projects with an occasional passenger. Occasionally, during inclement weather, the inspectors need four-wheel drive to access construction sites without hauling equipment, plans and files several yards through the rain or snow.

The small truck currently in use will be retained and used by the engineering staff.

BUDGETARY INFORMATION: The total cost of the purchase of the 2019 RAM 1500 Quad Cab ST 4x4 truck is \$25,198.00 of which \$9,599.00 will be paid with Water Funds, \$9,599.00 will be paid with Sewer funds, and the remaining balance of \$6,000.00 will be paid with Capital Projects Funds (Issue 8).

ACTION REQUESTED: It is requested that the proper legislation be prepared for the purchase of one (1) 2019 RAM 1500 Quad Cab ST 4X4 truck from Sherry Chrysler of Piqua, OH, in an amount not to exceed \$25,198.00. It is also requested that this legislation to be passed under the suspension of the rules in accordance with Section 14 of the City Charter in order to for the truck to be ordered and received so the Engineering Division can begin using the vehicle at the earliest opportunity.

I concur with this recommendation:

Eric Wobser
City Manager

Aaron Klein, P.E.
Director

cc: K. Kresser, Commission Clerk; H. Solowiej, Finance Director; J. Harris, Law Director



Steve Seiss • Commercial Sales Consultant
8645 N. Co. Rd. 25-A • Piqua, Ohio 45356 • (937) 778-0830 Ext. 1192

June 12, 2018

The City of Sandusky
Fleet Maintenance Department
222 Meigs St
Sandusky, OH 44870

Attn: Troy Vaccaro

Mr. Vaccaro:

Per our conversation on Tuesday June 12, 2018, here is a breakdown on the 2019 RAM 1500 Quad Cab ST 4x4 **17AT** that you requested. DS6L41 (Blue). **State Bid #RSS901018**
AMENDMENT No.11 Sherry Reference Quote #36727

- \$24,350 (State Bid Base Price)
- \$180 (Rear Window Defrost)
- \$268 (Factory Brake Controller)
- \$195 (Additional Key FOB)
- \$130 (Service Manual on CD)
- \$75 (Delivery to Sandusky, OH)
- True Blue Color (no charge)
- Power Heated Mirrors (Standard Equipment)

The Total Cost Delivered to your facility is \$25,198

I am attaching a copy of the Vehicle Configuration and a Purchase Agreement Draft for your review.

Sincerely,

Steve Seiss
Commercial Vehicle Sales Consultant
steve.seiss@sherrychrysler.com

SHERRY CHRYSLER DODGE JEEP INC

8645 N. County Rd. 25A

Piqua, Ohio 45356

(937) 778-0830

CUST# 120296

RETAIL PURCHASE AGREEMENT (BUYERS ORDER)

Deal Number: **36727**

Purchaser's Name(s): **CITY OF SANDUSKY**

Date: **06/12/2018**

Address: **222 MEIGS STREET SANDUSKY, OH 44870**

County: **ERIE**

Home Telephone: **419/627-5882**

Work Telephone: _____

DOB: _____

E-mail Address: **TVACCARO@CI.SANDUSKY.OH.US** D.L./State I.D.#: _____

Issuing State: _____ Exp. Date: _____

The above information has been requested so that we may verify your identity. By signing below, you represent that you are at least 18 years of age and have authority to enter into this Agreement. The Odometer Reading for the Vehicle you are purchasing is accurate unless indicated otherwise. Please refer to the Federal Mileage Statement for full disclosure.

YEAR 2019	MAKE RAM	MODEL 1500	COLOR TRUE BLUE	STOCK NO.
SERIAL NO.		ODOMETER READING <input type="checkbox"/> Not Accurate 26		SALESPERSON STEVE SEISS
THE VEHICLE IS: <input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED		PRIOR USE DISCLOSURE: <input type="checkbox"/> DEMONSTRATOR <input type="checkbox"/> FACTORY OFFICIAL <input type="checkbox"/> RENTAL <input type="checkbox"/> OTHER		
WARRANTY STATEMENT			CASH PRICE OF VEHICLE	
<p>We are selling this Vehicle to you AS-IS and we expressly disclaim all warranties, express and implied, including any implied warranties of merchantability and fitness for a particular purpose, unless the box beside "Used Vehicle Limited Warranty Applies" is marked below or we enter into a service contract with you at the time of, or within 90 days of, the date of this transaction. Any warranties by a manufacturer or supplier other than our Dealership are theirs, not ours, and only such manufacturer or supplier shall be liable for performance under such warranties. We neither assume nor authorize any other person to assume for us any liability in connection with the sale of the Vehicle and the related goods and services. CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY) The information you see on the window form for this Vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. TRADUCCIÓN ESPAÑOLA: VEA EL DORSO.</p> <p><input type="checkbox"/> Used Vehicle Limited Warranty Applies. We are providing a Used Vehicle Limited Warranty in connection with this transaction. Any implied warranties apply for the duration of the Limited Warranty.</p>			24933.00	
			OTHER GOODS/SERVICES	
			N/A	
			N/A	
			N/A	
			N/A	
			N/A	
TRADE-IN VEHICLE (1) INFORMATION			CERTIFICATE FEE	
Year: _____ Make: _____ Model: _____ Color: _____			15.00	
Serial No: _____ Odometer Reading: <input type="checkbox"/> Not Accurate			TOTAL SELLING PRICE	
Trade-In (1) Allowance: \$ N/A Balance Owed & Lienholder: \$ N/A Negative Equity*: \$ N/A			24948.00	
TRADE-IN VEHICLE (2) INFORMATION			LESS: TRADE-IN ALLOWANCE(S)	
Year: _____ Make: _____ Model: _____ Color: _____			N/A	
Serial No: _____ Odometer Reading: <input type="checkbox"/> Not Accurate			DOCUMENTARY FEE	
Trade-In (2) Allowance: \$ N/A Balance Owed & Lienholder: \$ N/A Negative Equity*: \$ N/A			250.00	
<p><input type="checkbox"/> DEPOSIT/ <input type="checkbox"/> PARTIAL PAYMENT: The sum of \$ N/A was received from you as a Deposit/Partial Payment. It is not refundable, except as set forth in this Agreement. In the case of a Deposit, we will refrain from selling the vehicle for N/A days.</p> <p><input checked="" type="checkbox"/> *NEGATIVE EQUITY: You are aware that the Balance Owed on your Trade-In/Lease Turn-In Vehicle exceeds the Trade-In Allowance from us and, as a result, you have requested that the Total Due be increased by the difference (known as the "Negative Equity" amount).</p>			SUBTOTAL	
			25198.00	
			TAXABLE PRICE \$	
			25183.00	
			SALES TAX	
			N/A %	
			N/A	
N/A				
PLUS: BALANCE OWED ON TRADE-IN(S) (Includes any Negative Equity*)			N/A	
TOTAL DUE			25198.00	
OTHER MATERIAL UNDERSTANDINGS AND INTEGRATED DOCUMENTS			LESS: DEPOSIT/PARTIAL PAYMENT	
<input type="checkbox"/> IF MARKED, PLEASE SEE THE DELIVERY CONFIRMATION			N/A	
			LESS: REBATES/FACTORY INCENTIVES	
			N/A	
			N/A	
			VSI	
			N/A	
			BALANCE DUE	
			25198.00	
<p>LIMITED RIGHT TO CANCEL APPLIES: If you sign here, the provisions of the Limited Right to Cancel/Conditional Delivery Agreement in Paragraph 16 apply and the sale of the Vehicle is conditioned on final approval of financing by, or assignment of the Retail Installment Sale Contract to a lender. If final financing approval is not obtained and/or the Contract cannot be assigned, you or the Dealership may cancel the Contract in accordance with this Agreement and the Retail Installment Sale Contract. See Paragraph 16 for important details.</p>				
<p>X _____ X _____</p>				

This Agreement and any documents which are part of this transaction or incorporated herein comprise the entire agreement affecting this Retail Purchase Agreement (Buyers Order) and no other agreement or understanding of any nature concerning the same has been made or entered into, or will be recognized. I have read all of the terms and conditions of this Agreement and agree to them as if they were printed above my signature. I further acknowledge receipt of a copy of this Agreement. This Agreement shall not become binding until signed and accepted by an Authorized Dealership Representative.

Purchaser

Accepted by Authorized Dealership Representative

Purchaser

DealerCAP

CATALOG #8963714-Custom
57061*1*PAUL-FI

Page 1 of 3
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06/12/2018 04:35 pm

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE A 2019 RAM 1500 QUAD CAB ST 4X4 TRUCK FROM SHERRY CHRYSLER OF PIQUA, OHIO, THROUGH THE STATE OF OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES COOPERATIVE PURCHASING PROGRAM FOR THE ENGINEERING DIVISION; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, since the Engineering Technician II position was filled in 2016, the technician has been using a vehicle that does not meet the needs of the job responsibilities and it is recommended to replace this vehicle with a 2019 RAM 1500 Quad Cab ST 4x4 Truck that will provide the accommodations necessary for the position such as transportation of necessary equipment at job sites, space for file boxes and binders for projects, and four-wheel drive for access to construction sites during inclement weather; and

WHEREAS, the 2019 RAM 1500 Quad Cab ST 4x4 Truck is available from Sherry Chrysler of Piqua, Ohio, through the State of Ohio Department of Administrative Services Cooperative Purchasing Program thereby, allowing local political subdivisions to purchase items that have been competitively bid from the successful state vendor giving the City the benefit of the State's negotiated price and eliminating the necessity of formal bidding; and

WHEREAS, the total purchase price for the 2019 RAM 1500 Quad Cab ST 4x4 Truck is \$25,198.00 of which \$9,599.00 will be paid with Water Funds, \$9,599.00 will be paid with Sewer Funds, and the remaining balance of \$6,000.00 will be paid with Issue 8 funds from the Capital Projects Fund; 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 truck to be ordered and received so the Engineering Division can begin using the vehicle at the earliest opportunity; and

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

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

Section 1. The City Manager is authorized and directed to purchase a 2019 RAM 1500 Quad Cab ST 4x4 Truck from Sherry Chrysler of Piqua, Ohio, through the State of Ohio Department of Administrative Services Cooperative Purchasing Program, Contract #RS901018, at an amount **not to exceed** Twenty Five Thousand One Hundred Ninety Eight and 00/100 Dollars (\$25,198.00).

Section 2. If any section, phrase, sentence, or portion of this Ordinance is for

any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

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

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

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

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

Passed: June 25, 2018



DEPARTMENT OF PUBLIC WORKS

222 Meigs Street
Sandusky, Ohio 44870
419.627.5829
www.ci.sandusky.oh.us

To: City Manager, Eric Wobser

From: Todd Gibson, Sr., Facilities & Properties Supervisor

Date: June 13, 2018

Subject: Commission Agenda Item – Request to purchase truck for Water Distribution division

ITEM FOR CONSIDERATION: Legislation authorizing the purchase of one (1) 2018 F450 4x4 regular chassis cab, dual rear-wheel truck with dump body from Lebanon Ford Commercial of Lebanon, OH, for the Division of Water Distribution.

BACKGROUND INFORMATION: The above listed vehicle is available for a total purchase price of \$55,622.00, through Lebanon Ford Commercial of Lebanon, Ohio through the State of Ohio Department of Administrative Services cooperative purchasing program, Contract #RS901018.

The Water Distribution Division currently has a 1991 Chevrolet HD dump truck that is no longer fit for use for its intended purpose within the division due to its age and limitations for heavy construction. However, the Division of Property Maintenance has determined that the vehicle could fit a need for debris hauling and has requested that the vehicle be transferred to them.

BUDGETARY INFORMATION: The total cost of the 2018 F450 4x4 regular chassis cab, dual rear-wheel truck with dump body is \$55,622.00 and will be paid from Water funds which were budgeted in the Capital Improvement Plan and accounted for in the 2018 rate review.

ACTION REQUESTED: It is requested that the proper legislation be prepared and approval be granted to purchase a 2018 Ford F450, 4x4 regular chassis cab, dual rear-wheel truck with dump body from Lebanon Ford Commercial of Lebanon, OH, in an amount not to exceed \$55,622.00. It is further requested that the legislation is to be passed under suspension of the rules in full accordance with Section 14 of the City Charter in order for the truck to be ordered and received so the Water Distribution Division can begin using the vehicle at the earliest opportunity.

I concur with this recommendation:

Eric Wobser
City Manager

Aaron Klein, P.E.
Director

cc: K. Kresser, Commission Clerk; H. Solowiej, Finance Director; J. Harris, Law Director

LEBANONFORD™ COMMERCIAL

F-SERIES SD 2018 F450 4X4 REGULAR CHASSIS CAB
DRW
6.8L V-10 GAS ENGINE
6 SPEED AUTOMATIC TRANS

Exterior
BLUE JEAN METALLIC
Interior
STEELVINYL 40/20/40 SEATS

Standard Equipment INCLUDED AT NO EXTRA CHARGE

EXTERIOR

. GLASS - SOLAR-TINTED
. ROOF CLEARANCE LIGHTS
. TRAILER SWAY CONTROL
. WIPERS- INTERMITTENT

INTERIOR

. FLIP-DOWN W/ HEAD
RSTRNT
. BLACK VINYL FLOOR
COVERING
. PARTICULATE AIR FILTER
. UPFITTER SWITCHES

FUNCTIONAL

BRAKING SYSTEM
. JEWEL EFFECT
HEADLAMPS
. MONO BEAM COIL SPRING
FRT
. STABILIZER BAR,
FRONT/REAR

SAFETY/SECURITY

. AIRBAGS - SAFETY
CANOPY
. DRIVER/PASSENGER AIR
BAGS
. 3YR/36,000 BUMPER /
BUMPER
. 5YR/60,000 ROADSIDE
ASSIST

. GRILLE - BLACK
. HEADLAMPS -WIPER
ACTIVATED
. TOW HOOKS
. TRAILER TOW WIRE
HARNESS
. 60/40 REAR BENCH
W/FLIP-UP
. AIR COND, MANUAL
FRONT
. OUTSIDE TEMP DISPLAY
. TILT/TELESCOPE STR
COLUMN
. VINYL SUN VISORS
. 4-WHEEL ANTI-LOCK DISC
. HILL START ASSIST
. MANUAL LOCKING HUBS
SUSPENSION W/STAB BAR
. ADVANCETRAC WITH RSC
. BELT-MINDER CHIME
. SOS POST CRASH ALERT
SYS
WARRANTY
. 5YR/60,000 POWERTRAIN

Price Information

STANDARD STATE BID PRICE

MSRP
\$33,198.00

Optional Equipment

2018 MODEL YEAR
OXFORD WHITE
BLUE JEAN METALLIC
PREFERRED EQUIPMENT
PKG.650A
.XL TRIM
.TRAILER TOWING PACKAGE
.AIR CONDITIONING -- CFC FREE
.AM/FM STEREO W/ CLOCK
6.8L V-10 GAS ENGINE
6 SPEED AUTOMATIC TRANS
.LT225/75R17E BSW MAX TRAC
4.88 ELECTRONIC LOCKING AXLE
POWER EQUIPMENT GROUP
16500 GVWR PACKAGE
PTO PROVISION
RUNNING BOARDS
EXTRA KEY & FOB
CRUISE CONTROL
SNOW PLOW PREP
TRAILER TOW/BRAKE CONT.
DUMP PER YOUR SPECS PLOW

STD

\$215.00

\$250.00

\$184.00

\$695.00

\$20,795.00

DELIVERY FEE

\$285.00

TOTAL STATE BID PRICE

\$55,622.00

FRANK BEAVER
314-570-0702



4595 Chambersburg Rd
Huber Heights, OH 45424

PH: (937) 236-9702
FAX: (937) 236-9783

Serving All Your Upfitting Needs in Southwest Ohio

Estimate

Name / Address
Lebanon Ford 770 Columbus Ave. Lebanon, Oh 45036

Date	Estimate #
6/1/2018	18-27248

GOOD

Cust P.O.#	Sales Rep	Project	Truck/Liscence #	Contact & Phone #
	GB			

Description	Qty	Cost	Total
City of Sandusky			
Furnish and install Air Flow PCS 9 4 yard 9ft dump body, double wall construction, 304 polished stainless steel, crossmemberless design, 4 way tailgate, fully welded, 45 degree dirt shedding rub rails, EZ latch tailgate, 17" sides, 23" 3 panel tailgate, fully boxed top rail and tailgate, 2" floor to side radius, continuous welded, side board pockets, full depth rear corner post, 1/4 cab shield bolted in place, double acting scissor hoist 9 ton (NTEA class 40) with subframe, Electric hydraulic double acting power unit with cab control, Mount power unit outside frame rail, curb side. Body prop. Furnish coal door center of tailgate stainless steel. Integrated SST Reverse lights in corner posts	2	20,795.00	41,590.00T
Hitch plate with K bracing, D-rings, 2.5" receiver, 16000 lb capacity, trailer plug 7 WAY RV	2		0.00T
Furnish and install Western 9 ft Pro Plus snowplow with Ultra Mount hitch, high speed electric hydraulics, lights, 2 year warranty, markers, mount and wiring for your Ford Super Duty chassis, 18" rubber deflector,	2		0.00T
Install Buyers poly fenders over rear wheels with stainless steel brackets	2		0.00T

We look forward to your order. Should you wish to make any changes please call for quote.	Sales Tax (0.0%)
All Invoices over \$500.00 Paid by CREDIT CARD are subject to a 3% Credit Card Fee.	Total

Signature



4595 Chambersburg Rd
Huber Heights, OH 45424

PH: (937) 236-9702
FAX: (937) 236-9783

Serving All Your Upfitting Needs in Southwest Ohio

Estimate

Name / Address
Lebanon Ford 770 Columbus Ave. Lebanon, Oh 45036

Date	Estimate #
6/1/2018	18-27248

Cust P.O.#	Sales Rep	Project	Truck/Liscence #	Contact & Phone #
	GB			

Description	Qty	Cost	Total
Furnish and install Sound Off N Force amber LED strobe lights in stainless steel enclosures located on cab shield facing front, side and rear, switched in cab	2		0.00T
Install backup alarm	2		0.00T
Install 36x18x18 stainless steel underbody toolbox, locate on drivers side	2		0.00T

We look forward to your order. Should you wish to make any changes please call for quote.	Sales Tax (0.0%)	\$0.00
All Invoices over \$500.00 Paid by CREDIT CARD are subject to a 3% Credit Card Fee.	Total	\$41,590.00

If estimate is accepted, please circle any option which is needed but not shown in estimate total. A new estimate will be provided. Insert P.O. # in block provided. Please sign and date and return by fax at your convenience

Signature _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE A 2018 FORD F450 4X4 REGULAR CHASSIS CAB TRUCK WITH DUMP BODY FROM LEBANON FORD COMMERCIAL OF LEBANON, OHIO, THROUGH THE STATE OF OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES COOPERATIVE PURCHASING PROGRAM FOR THE WATER DISTRIBUTION DIVISION; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Water Distribution Division currently has a 1991 Chevrolet HD dump truck that is no longer fit for use for its intended purpose within the division due to its age and limitations for heavy construction and it is recommended to replace this truck with a 2018 Ford F450 4x4 regular chassis cab, dual rear-wheel truck with dump body; and

WHEREAS, the 1991 Chevrolet HD dump truck will be transferred to the Division of Property Maintenance for debris hauling; and

WHEREAS, the 2018 Ford F450 4x4 regular chassis cab, dual rear-wheel truck is available from Lebanon Ford Commercial of Lebanon, Ohio, through the State of Ohio Department of Administrative Services Cooperative Purchasing Program thereby, allowing local political subdivisions to purchase items that have been competitively bid from the successful state vendor giving the City the benefit of the State's negotiated price and eliminating the necessity of formal bidding; and

WHEREAS, the total purchase price for the 2018 Ford F450 4x4 regular chassis cab, dual rear-wheel truck with dump body is \$55,622.00 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 for the truck to be ordered and received so the Water Distribution Division can begin using the vehicle at the earliest opportunity; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Division of Water Distribution, 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 a 2018 Ford F450 4x4 regular chassis cab, dual rear-wheel truck with dump body from Lebanon Ford Commercial of Lebanon, Ohio, through the State of Ohio Department of Administrative Services Cooperative Purchasing Program, Contract #RS901018, for the Water Distribution Division at an amount **not to exceed** Fifty Five Thousand

Six Hundred Twenty Two and 00/100 Dollars (\$55,622.00).

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

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

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

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

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

Passed: June 25, 2018



DEPARTMENT OF PUBLIC WORKS

222 Meigs Street
Sandusky, Ohio 44870
419.627.5829
www.ci.sandusky.oh.us

To: City Manager, Eric Wobser

From: Todd Gibson, Sr., Facilities & Properties Supervisor

Date: June 13, 2018

Subject: Commission Agenda Item – Request to purchase truck for Sewer Maintenance division

ITEM FOR CONSIDERATION: Legislation authorizing the purchase of one (1) 2018 F450 4x4 regular chassis cab, dual rear-wheel truck with dump body from Lebanon Ford Commercial of Lebanon, OH, for the Sewer Maintenance Division.

BACKGROUND INFORMATION: The above listed vehicle is available for a total purchase price of \$55,622.00, through Lebanon Ford Commercial of Lebanon, Ohio through the State of Ohio Department of Administrative Services cooperative purchasing program, Contract #RS901018.

The Sewer Maintenance Division currently has a 1995 Ford F350 dump truck that is no longer fit for use for its intended purpose within the division due to its age and limitations for heavy construction. However, the Division of Streets & Traffic has determined that the vehicle could fit a need for debris hauling and has requested that the vehicle be transferred to them.

BUDGETARY INFORMATION: The total cost of the 2018 F450 4x4 regular chassis cab, dual rear-wheel truck with dump body is \$55,622.00 and will be paid from Sewer Funds which were budgeted in the Capital Improvement Plan and accounted for in the 2018 rate review.

ACTION REQUESTED: It is requested that the proper legislation be prepared and approval be granted to purchase a 2018 Ford F450 4x4 regular chassis cab, dual rear-wheel truck with dump body from Lebanon Ford Commercial of Lebanon, OH, in an amount not to exceed \$55,622.00. It is further requested that the legislation is to be passed under suspension of the rules in full accordance with Section 14 of the City Charter in order for the truck to be ordered and received so the Sewer Maintenance Division can begin using the vehicle at the earliest opportunity.

I concur with this recommendation:

Eric Wobser
City Manager

Aaron Klein, P.E.
Director

cc: K. Kresser, Commission Clerk; H. Solowiej, Finance Director; J. Harris, Law Director

LEBANONFORDTM

COMMERCIAL

F-SERIES SD 2018 F450 4X4 REGULAR CHASSIS CAB
 DRW
 6.8L V-10 GAS ENGINE
 6 SPEED AUTOMATIC TRANS

Exterior
 BLUE JEAN METALLIC
 Interior
 STEELVINYL 40/20/40 SEATS

Standard Equipment INCLUDED AT NO EXTRA CHARGE

EXTERIOR

. GLASS - SOLAR-TINTED
 . ROOF CLEARANCE LIGHTS
 . TRAILER SWAY CONTROL
 . WIPERS- INTERMITTENT

INTERIOR

. /FLIP-DOWN W/ HEAD
 RSTRNT
 . BLACK VINYL FLOOR
 COVERING
 . PARTICULATE AIR FILTER
 . UPFITTER SWITCHES

FUNCTIONAL

. BRAKING SYSTEM
 . JEWEL EFFECT
 HEADLAMPS
 . MONO BEAM COIL SPRING
 FRT
 . STABILIZER BAR,
 FRONT/REAR

SAFETY/SECURITY

. AIRBAGS - SAFETY
 CANOPY
 . DRIVER/PASSENGER AIR
 BAGS
 . 3YR/36,000 BUMPER /
 BUMPER
 . 5YR/60,000 ROADSIDE
 ASSIST

. GRILLE - BLACK
 . HEADLAMPS -WIPER
 ACTIVATED
 . TOW HOOKS
 . TRAILER TOW WIRE
 HARNESS
 . 60/40 REAR BENCH
 W/FLIP-UP
 . AIR COND, MANUAL
 FRONT
 . OUTSIDE TEMP DISPLAY
 . TILT/TELESCOPE STR
 COLUMN
 . VINYL SUN VISORS
 . 4-WHEEL ANTI-LOCK DISC
 . HILL START ASSIST
 . MANUAL LOCKING HUBS
 SUSPENSION W/STAB BAR
 . ADVANCETRAC WITH RSC
 . BELT-MINDER CHIME
 . SOS POST CRASH ALERT
 SYS
WARRANTY
 . 5YR/60,000 POWERTRAIN

Price Information

STANDARD STATE BID PRICE

MSRP
 \$33,198.00

Optional Equipment

2018 MODEL YEAR
 OXFORD WHITE
 BLUE JEAN METALLIC
 PREFERRED EQUIPMENT
 PKG.650A
 .XL TRIM
 .TRAILER TOWING PACKAGE
 .AIR CONDITIONING -- CFC FREE
 .AM/FM STEREO W/ CLOCK
 6.8L V-10 GAS ENGINE
 6 SPEED AUTOMATIC TRANS
 .LT225/75R17E BSW MAX TRAC
 4.88 ELECTRONIC LOCKING AXLE
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 16500 GVWR PACKAGE
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 SNOW PLOW PREP
 TRAILER TOW/BRAKE CONT.
 DUMP PER YOUR SPECS PLOW

STD

\$215.00

\$250.00

\$184.00

\$695.00

\$20,795.00

DELIVERY FEE

\$285.00

TOTAL STATE BID PRICE

\$55,622.00

FRANK BEAVER
 314-570-0702



4595 Chambersburg Rd
Huber Heights, OH 45424

PH: (937) 236-9702
FAX: (937) 236-9783

Serving All Your Upfitting Needs in Southwest Ohio

Estimate

Name / Address

Lebanon Ford
770 Columbus Ave.
Lebanon, Oh 45036

Date

Estimate #

6/1/2018

18-27248

GOOD

Cust P.O.#

Sales Rep

Project

Truck/Liscence #

Contact & Phone #

GB

Description	Qty	Cost	Total
City of Sandusky			
Furnish and install Air Flow PCS 9 4 yard 9ft dump body, double wall construction, 304 polished stainless steel, crossmemberless design, 4 way tailgate, fully welded, 45 degree dirt shedding rub rails, EZ latch tailgate, 17" sides, 23" 3 panel tailgate, fully boxed top rail and tailgate, 2" floor to side radius, continuous welded, side board pockets, full depth rear corner post, 1/4 cab shield bolted in place, double acting scissor hoist 9 ton (NTEA class 40) with subframe, Electric hydraulic double acting power unit with cab control, Mount power unit outside frame rail, curb side. Body prop. Furnish coal door center of tailgate stainless steel. Integrated SST Reverse lights in corner posts	2	20,795.00	41,590.00T
Hitch plate with K bracing, D-rings, 2.5" receiver, 16000 lb capacity, trailer plug 7 WAY RV	2		0.00T
Furnish and install Western 9 ft Pro Plus snowplow with Ultra Mount hitch, high speed electric hydraulics, lights, 2 year warranty, markers, mount and wiring for your Ford Super Duty chassis, 18" rubber deflector,	2		0.00T
Install Buyers poly fenders over rear wheels with stainless steel brackets	2		0.00T
We look forward to your order. Should you wish to make any changes please call for quote.			
Sales Tax (0.0%)			
Total			
All Invoices over \$500.00 Paid by CREDIT CARD are subject to a 3% Credit Card Fee.			

Signature



4595 Chambersburg Rd
Huber Heights, OH 45424

PH: (937) 236-9702
FAX: (937) 236-9783

Serving All Your Upfitting Needs in Southwest Ohio

Estimate

Name / Address
Lebanon Ford 770 Columbus Ave. Lebanon, Oh 45036

Date	Estimate #
6/1/2018	18-27248

Cust P.O.#	Sales Rep	Project	Truck/Liscence #	Contact & Phone #
	GB			

Description	Qty	Cost	Total
Furnish and install Sound Off N Force amber LED strobe lights in stainless steel enclosures located on cab shield facing front, side and rear, switched in cab	2		0.00T
Install backup alarm	2		0.00T
Install 36x18x18 stainless steel underbody toolbox, locate on drivers side	2		0.00T

We look forward to your order. Should you wish to make any changes please call for quote.	Sales Tax (0.0%)	\$0.00
All Invoices over \$500.00 Paid by CREDIT CARD are subject to a 3% Credit Card Fee.	Total	\$41,590.00

If estimate is accepted, please circle any option which is needed but not shown in estimate total. A new estimate will be provided. Insert P.O. # in block provided. Please sign and date and return by fax at your convenience

Signature _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE A 2018 FORD F450 4X4 REGULAR CHASSIS CAB TRUCK WITH DUMP BODY FROM LEBANON FORD COMMERCIAL OF LEBANON, OHIO, THROUGH THE STATE OF OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES COOPERATIVE PURCHASING PROGRAM FOR THE SEWER MAINTENANCE DIVISION; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Sewer Maintenance Division currently has a 1995 Ford F350 dump truck that is no longer fit for use for its intended purpose within the division due to its age and limitations for heavy construction and it is recommended to replace this truck with a 2018 Ford F450 4x4 regular chassis cab, dual rear-wheel truck with dump body; and

WHEREAS, the 1995 Ford F350 dump truck will be transferred to the Division of Streets and Traffic for debris hauling; and

WHEREAS, the 2018 Ford F450 4x4 regular chassis cab, dual rear-wheel truck is available from Lebanon Ford Commercial of Lebanon, Ohio, through the State of Ohio Department of Administrative Services Cooperative Purchasing Program thereby, allowing local political subdivisions to purchase items that have been competitively bid from the successful state vendor giving the City the benefit of the State's negotiated price and eliminating the necessity of formal bidding; and

WHEREAS, the total purchase price for the 2018 Ford F450 4x4 regular chassis cab, dual rear-wheel truck with dump body is \$55,622.00 and will be paid with Sewer Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order for the truck to be ordered and received so the Sewer Maintenance Division can begin using the vehicle at the earliest opportunity; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Division of Sewer Maintenance, 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 a 2018 Ford F450 4x4 regular chassis cab, dual rear-wheel truck with dump body from Lebanon Ford Commercial of Lebanon, Ohio, through the State of Ohio Department of Administrative Services Cooperative Purchasing Program, Contract #RS901018, for the Sewer Maintenance Division at an amount **not to exceed** Fifty Five

Thousand Six Hundred Twenty Two and 00/100 Dollars (\$55,622.00).

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

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

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

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

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

Passed: June 25, 2018



PLANNING DEPARTMENT

222 Meigs Street
Sandusky, Ohio 44870
419.627.5832
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager
From: Angela Byington, Planning Director
Date: June 15, 2018

Subject: Commission Agenda Item – Agreement for Professional Services with Environmental Design Group (EDG) for grant writing services required to submit the BUILD Transportation Discretionary Grant.

ITEM FOR CONSIDERATION: Authorization for the City Manager to enter into an agreement with Environmental Design Group of Cleveland, Ohio to provide grant writing services to prepare and submit the BUILD Transportation Discretionary Grant.

BACKGROUND INFORMATION: The Bicentennial Vision, adopted in 2016, set the implementation of the Sandusky Bay Pathway as a priority. The City has recently adopted the updated Sandusky Bay Pathway and is moving forward with implementation. As such, the City is looking at all sources of possible funding for construction. One source of funding that has been brought to our attention is the Better Utilizing Investments to Leverage Development (BUILD) Transportation Discretionary Grants program. This grant replaced the pre-existing Transportation Investment Generating Economic Recovery (TIGER) grant program. As the Federal Administration looks to enhance America's infrastructure, FY 2018 BUILD transportation grants are being made available for investments in surface transportation infrastructure and are to be awarded on a competitive basis for projects that will have a significant local or regional impact. BUILD funding can support roads, bridges, transit, rail, ports or intermodal transportation.

The Consolidated Appropriations Act of 2018 made available \$1.5 billion for National Infrastructure Investments, otherwise known as BUILD Transportation Discretionary grants, through September 30, 2020. For this round of BUILD Transportation grants, the maximum grant award is \$25 million, and no more than \$150 million can be awarded to a single State, as specified in the FY 2018 Appropriations Act. At least 30 percent of funds must be awarded to projects located in rural areas. The City of Sandusky qualifies as a rural area, per the US Census.

The general scope of work includes: grant writing assistance, preparation of grant-related materials (maps, exhibits, etc.), update of the existing cost opinion to reflect usage of federal dollars.

The grant is extremely competitive and the application is not able to be completed in-house.

BUDGETARY INFORMATION: The cost of the grant writing service is not to exceed \$45,000. The service will be paid with Issue 8 Capital Projects Funds (Park & Recreation) in the amount of \$9,500.00 and Parks & Recreation Capital Projects Funds in the amount of \$35,500.00.

ACTION REQUESTED: It is requested that City Commission authorize the City Manager to enter into agreement with Environmental Design Group of Cleveland, Ohio for grant writing services to prepare and submit the BUILD Transportation Grant. It is requested that this legislation be passed under Section 14 of the City Charter to allow EDG to complete the grant application by the July 19, 2018 grant deadline.

Angela Byington, Planning Director

I concur with this recommendation:

Eric Wobser, City Manager

cc: K. Kresser, Commission Clerk; H. Solowiej, Finance Director; J. Harris, Law Director
A. Klein, Public Works Director

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH ENVIRONMENTAL DESIGN GROUP OF AKRON, OHIO, FOR PROFESSIONAL SERVICES IN PREPARATION OF A GRANT APPLICATION TO THE U.S. DEPARTMENT OF TRANSPORTATION FOR FINANCIAL ASSISTANCE THROUGH THE BUILD DISCRETIONARY GRANT APPLICATION FOR THE SANDUSKY BAY PATHWAY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, in 2016 the City's Bicentennial Vision was adopted and set the implementation of the Sandusky Bay Pathway as a priority; and

WHEREAS, this City Commission authorized and directed the City Manager to enter into an agreement for Professional Design Services with Environmental Design Group, LLC, of Cleveland, Ohio for the Sandusky Bay Pathway – Update Project by Ordinance No. 17-165, passed on August 28, 2017, and the updated Plan has been finalized and in the process of being adopted by the City Commission; and

WHEREAS, the City desires to enter into an agreement with Environmental Design Group for professional services for preparation of a grant application for financial assistance through the BUILD Transportation Discretionary Grant program for the Sandusky Bay Pathway; and

WHEREAS, the U.S. Department of Transportation (DOT) has allocated \$1.5 billion in discretionary grant funding through the Better Utilizing Investments to Leverage Development (BUILD) Transportation Discretionary Grants program with a maximum grant award of \$25 million, and no more than \$150 million to a single State, as specified in the Consolidated Appropriations Act of 2018; and

WHEREAS, BUILD Transportation grants replace the pre-existing Transportation Investment Generating Economic Recovery (TIGER) grant program and as the Administration looks to enhance America's infrastructure, FY 2018 BUILD Transportation grants are for investments in surface transportation infrastructure and are to be awarded on a competitive basis for projects that will have a significant local or regional impact and BUILD funding can support roads, bridges, transit, rail, ports or intermodal transportation; and

WHEREAS, Environmental Design Group will be providing professional services exempt from the requirement of competitive bidding as they have developed the necessary knowledge, professional expertise and technical ability necessary to complete the required tasks and have successfully provided services for the Sandusky Bay Pathway – Update Plan resulting in a knowledge and understanding of the project providing a benefit to the City; and

WHEREAS, the total cost of the professional services from Environmental Design Group, LLC, is \$45,000.00 and will be paid with Issue 8 Capital Projects Funds (Park & Recreation) in the amount of \$9,500.00 and Parks & Recreation

Capital Projects Funds in the amount of \$35,500.00; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately execute the agreement and allow Environmental Design Group to complete the grant application by the grant submission deadline of July 19, 2008; 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 Community 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 authorized and directed to enter into an agreement with Environmental Design Group LLC, of Akron, Ohio, for Professional Services relating to the U.S. Department of Transportation BUILDS Discretionary Grants Program, consistent with the proposal submitted, a copy of which is marked Exhibit "A" and attached to this Ordinance and specifically incorporated as if fully rewritten herein, at an amount **not to exceed** Forty Five Thousand and 00/100 Dollars (\$45,000.00).

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

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

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

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

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

Passed: June 25, 2018



June 19, 2018

Mr. Eric Wobser
City Manager
City of Sandusky
VIA EMAIL

RE: Sandusky Bay Pathway BUILD Grant Writing Services
Environmental Design Group Job No. 17-00196-04P

Dear Mr. Wobser,

Environmental Design Group is pleased to submit our proposal for the above-referenced professional services. Our proposed scope of services is outlined below, and we have also included a list of assumptions and exclusions that will help clarify the intended scope of work, both for the City of Sandusky (Client) and for Environmental Design Group.

SCOPE OF SERVICES

Environmental Design Group will prepare a US Department of Transportation (US DOT) Better Utilizing Investments to Leverage Development (BUILD) Transportation Discretionary Grants program application on behalf of the City of Sandusky for the Sandusky Bay Pathway from Venice Road to (west) to Pipe Creek (east). The work will include a grant application to the US DOT for the BUILD Grant to obtain construction funds to build the proposed Sandusky Bay Pathway.

Task 1 – BUILD Grant Writing Services

- A. Environment Design Group will write the BUILD Grant on behalf of the City of Sandusky.
 1. This includes the preparation and completion of all necessary maps and forms required by the grant.
- B. ESI will prepare a BCA that will identify all relevant costs and benefits of the project, estimate their dollar value, and determine the benefit cost ratio for the project. The analysis will conform to the modern practice of BCA and to the requirements of the BUILD program. Note that there is no guarantee that the benefits of the project will outweigh the costs under the BUILD BCA methodology. The BCA will include the relevant tables and charts needed for the application and narrative suitable for use in the BCA portion of the application.

The City understands that:

1. They will be asked to provide any assistance requested by Environmental Design Group to assist them with accomplishing the above-captioned tasks.
2. The City will need to obtain letters of support and letters of intent (if needed) from appropriate stakeholders to enhance the grant application.
3. Provide any necessary information or required signatures for the application.

The community impact people.

CORPORATE

450 Grant Street / Akron, OH 44311

P 330.375.1390 / F 330.375.1590

TF 800.835.1390

CLEVELAND OFFICE

2800 Euclid Avenue, Suite 509

Cleveland, Ohio 44115

COLUMBUS OFFICE

88 East Broad Street, Suite 880

Columbus, Ohio 43215

envdesigngroup.com

Mr. Eric Wobser
City Manager
City of Sandusky
June 19, 2018

4. Environmental Design Group will prepare an accurate and complete application. The City acknowledges that the success of the application is solely dependent on the US DOT's ranking and decision of the application submitted and therefore does not hold Environmental Design Group liable for the outcome of the application.

COMPENSATION

For and in consideration of the above-referenced services, Environmental Design Group will invoice the City of Sandusky as **a lump sum of Forty-Five Thousand Dollars and No Cents (\$45,000.00)**.

The above fee will apply for one year from acceptance of this agreement. If the work is not completed during that period, the agreement may be subject to renegotiation.

SCHEDULE

The deadline to submit an application for the FY 2018 BUILD Transportation Discretionary Grants program is July 19, 2018. We will complete and submit the grant application on behalf of the City of Sandusky by July 19, 2018.

ASSUMPTIONS AND EXCLUSIONS

Below is a list of assumptions and exclusions that apply to our proposal for technical services for this project. These items were considered while defining the scope and cost of our services. These assumptions and exclusions also describe responsibilities both of Environmental Design Group and the client, in the event there is a need for work outside the defined scope of services.

1. Unless the Client designates an alternate in writing, the person signing the agreement will be considered the Client's only official representative with respect to this agreement.
2. Environmental Design Group will assist the City in preparing an accurate and complete application. The City acknowledges that the success of the application is solely dependent on ranking and decision of the application submitted and therefore does not hold Environmental Design Group liable for the outcome of the application.
3. Provide existing information in the client's possession to Environmental Design Group that may be useful in the performance of the professional services described in the proposal.
4. We will not be providing any in-depth design or engineering, construction documents, or plan/profiles of the proposed project. This study will be used to provide an approximate level of understanding for general improvements, construction costs and funding.
5. This proposal has been based on a continuous project development process from start to finish. After the project is authorized, should the project be put on hold by the Client, or otherwise be pursued in a start-stop-resume manner, Environmental Design Group reserves the right to renegotiate the fees established herein to account for the extra costs resulting there from.
6. Opinions of construction cost or estimates of construction cost prepared by Environmental Design Group under this agreement are just that. Environmental Design Group does not warrant or guarantee that the project can be constructed

The community impact people.

Mr. Eric Wobser
City Manager
City of Sandusky
June 19, 2018

for those amounts and the Client agrees that Environmental Design Group cannot be held liable for any discrepancies between bid costs and our opinions or estimates.

INVOICING PROCEDURES AND TERMS


Invoices will be submitted monthly.

PROJECT INITIATION

If this proposal is satisfactory, you may authorize Environmental Design Group to proceed by signing and returning one copy of this letter to us. If there is a need for clarification or if changes in contractual arrangements are desired, please contact me.

We look forward to working with you.

Sincerely,



Michelle L. Johnson
Director

ACCEPTED: **City of Sandusky**

By _____

Title _____

Date _____

Name of Client's Designated Representative:

H:\Akron\17\25 - Parks\Sandusky\SanduskyBayPathway_Design\SanduskyBayPathwayGrantWriting



DEPARTMENT OF PUBLIC WORKS

222 Meigs Street
Sandusky, Ohio 44870
419.627.5829
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Jeff Keefe, P.E., CPESC, CPSWQ

Date: June 13, 2018

Subject: Commission Agenda Item – Request for reimbursement to Sandusky City Schools for Green Infrastructure Improvements at the new Hayes Intermediate School

ITEM FOR CONSIDERATION: Legislation authorizing the City of Sandusky to reimburse the Sandusky City Schools (School) for additional work related to the initial Green Infrastructure Improvement request in May.

BACKGROUND INFORMATION: The original Green Infrastructure Improvements at the new Hayes Intermediate School reimbursement for \$13,500.00 was passed May 14, 2018 by Ordinance No. 18-099. The original cost was to divert the storm water flow from the existing high school parking lot to the new detention pond. The cost was calculated as a potential very significant future savings that could allow the City to reduce larger infrastructure projects.

Since that passage, the contractor has determined that the existing storm and sanitary sewers are at the same elevation. With the sanitary on the north side and at the same elevation of the storm sewer, the two lines are in conflict to perform the original repair. Being private lines, the elevations were unknown at the original cost proposal. After excavation, the revised plan would be to lower the existing private sanitary sewer to allow the new storm sewer to flow over the sanitary line. The contractor has determined, based on site conditions, that rock excavation will be required.

The Not to Exceed \$63,613.29 cost is based on the rock assumption mentioned above. Therefore, storm water offloading from the high school could potentially achieve Combined Sewer Overflow (CSO) volume reduction of approximately \$0.04 per gallon based on a total project cost of \$77,113.29. The original \$13,500 resulted in a CSO reduction estimated at less than \$0.01 per gallon. Since the industry standard to prioritize green infrastructure over gray infrastructure is \$0.36 per gallon, this is still an extremely cost-effective CSO reduction measure. This expenditure increase reduces the original cost savings from an estimated future \$700,000 to \$650,000.

BUDGETARY INFORMATION: This project is intended to reduce future costs for the CSO Plan as requested via negotiations with Ohio EPA. The cost for the original work was \$13,500.00 and with the additional cost of \$63,613.29 for the additional work, the total reimbursement cost is \$77,113.29, and will be paid with Sewer Funds.

ACTION REQUESTED: It is recommended that this request be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter to reimburse the school district for the total cost of services for Green Infrastructure improvements once the work is completed which is expected to be next month.

I concur with this recommendation:

Eric Wobser
City Manager

Aaron Klein, P.E.
Director

cc: K. Kresser, Commission Clerk; H. Solowiej, Finance Director; J. Harris, Law Director

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXPEND ADDITIONAL FUNDS TO THE SANDUSKY CITY SCHOOL DISTRICT FOR REIMBURSEMENT OF ADDITIONAL SERVICES NECESSARY FOR THE GREEN INFRASTRUCTURE IMPROVEMENTS AT THE NEW HAYES INTERMEDIATE SCHOOL PROPERTY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, in 2016, Strand Associates, Inc. completed a Green Infrastructure Evaluation that detailed potential locations for cost savings for the City through green infrastructure and one of the locations was the existing parking lot behind the existing high school; and

WHEREAS, the City Commission authorized and directed the City Manager to make payment to the Sandusky City School District in the amount of \$13,500.00 for reimbursement of services for green infrastructure improvements at the new Hayes Intermediate School property by Ordinance No. 18-099, passed on May 14, 2018; and

WHEREAS, the new Hayes Intermediate School has been designed with a storm water detention pond along Hayes Avenue that will redirect all flow from the site to an existing storm sewer on Buchanan Street which will not only reduce treatment costs at the Waste Water Treatment Plant for the City, but will reduce potential future phases of the Mills HRT project; and

WHEREAS, flow from the Sandusky High School parking lot is connected to the combined sewer on Hayes Avenue and the City agreed to reimburse the Sandusky City School District for the costs associated with redirecting the flow from the Sandusky High School parking lot to the new detention pond which would significantly save costs on future phases of the Mills HRT project; and

WHEREAS, subsequent to passage of Ordinance No. 18-099, it was determined by the contractor that the existing storm and sanitary sewers were at the same elevation and in conflict to perform the original repair and therefore the plans were revised to lower the existing sanitary sewer to allow the new storm sewer to flow over the sanitary line which will require rock excavating; and

WHEREAS, the City's cost for the original work was \$13,500.00, and with the additional cost of \$63,613.29 for the additional work, the total reimbursement cost is \$77,113.29 and will be paid with Sewer Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to reimburse the Sandusky City School District for the total cost of services for green infrastructure improvements once the work is completed which is expected to be next month; and

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

be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. This City Commission hereby authorizes and directs the City Manager and/or Finance Director to make payment to the Sandusky City School District for reimbursement of additional services necessary for the Green Infrastructure Improvements at the new Hayes Intermediate School property at an amount not to exceed Sixty Three Thousand Six Hundred Thirteen and 29/100 Dollars (\$63,613.29) for a total reimbursement amount **not to exceed** Seventy Seven Thousand One Hundred Thirteen and 29/100 Dollars (\$77,113.29).

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

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

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

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

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

Passed: June 25, 2018