SANDUSKY CITY COMMISSION
REGULAR SESSION AGENDA
JANUARY 13, 2020 AT 5 P.M.
CITY HALL, 240 COLUMBUS AVENUE

INVOCATION	**Dave Waddington**
PLEDGE OF ALLEGIANCE	
CALL TO ORDER	
ROLL CALL	**B. Harris, N. Twine, D. Brady, D. Murray, M. Meinzer, W. Poole & D. Waddington**
NOMINATION OF OFFICERS	President and Vice President CY 2020 - 2021
SWEARING-IN	Police Officer Patrick O'Connor
APPROVAL OF MINUTES	December 20, 2019
AUDIENCE PARTICIPATION	
COMMUNICATIONS	Motion to accept all communications submitted below
CURRENT BUSINESS	

CONSENT AGENDA ITEMS

A. Submitted by Kelly Kresser, Commission Clerk

LIQUOR PERMIT TRANSFER FOR FOE AERIE 444 (SANDUSKY EAGLES)

Budgetary Information: There is no budgetary impact for this item.

The city is in receipt of a Notice to Legislative Authority from the Ohio Division of Liquor Control for the transfer of a D4 *(beer and any intoxicating liquor to members only, for on premises consumption only until 1 a.m.)* **liquor permit for FOE Aerie 444 from 1235 West Perkins Avenue to 608 King Street. It is requested the Commission Clerk be authorized to notify the Division the city does not request a hearing on this matter.**

B. Submitted by Kelly Kresser, Commission Clerk

LIQUOR PERMIT TRANSFER FOR THE FRATERNAL ORDER OF ORIOLES SANDUSKY

Budgetary Information: There is no budgetary impact for this item.

The city is in receipt of a Notice to Legislative Authority from the Ohio Division of Liquor Control for the transfer of a D4 *(beer and any intoxicating liquor to members only for on premises consumption only until 1 a.m.)* **liquor permit for the Fraternal Order of Orioles Sandusky, Inc. from 533 West Perkins Avenue to 1235 West Perkins Avenue. It is requested the Commission Clerk be authorized to notify the Division the city does not request a hearing on this matter.**

C. Submitted by Kelly Kresser, Commission Clerk

LIQUOR PERMIT TRANSFER FOR SANDUSKY SALVAGE CENTER, LLC

Budgetary Information: There is no budgetary impact for this item.

The city is in receipt of a Notice to Legislative Authority from the Ohio Division of Liquor Control for the transfer of a D3 *(spirituous liquor for on premises consumption only until 1 a.m.)* **liquor permit located at 2434 West Monroe Street. It is requested the Commission Clerk be authorized to notify the Division the city does not request a hearing on this matter.**

D. Submitted by Kelly Kresser, Commission Clerk

LIQUOR PERMIT TRANSFER FOR MARGSAND, INC.

Budgetary Information: There is no budgetary impact for this item.

The city is in receipt of a Notice to Legislative Authority from the Ohio Division of Liquor Control for transfers of D1 *(beer only for on premises consumption or in original sealed containers for carryout only until 1 a.m.)*, **D2** *(wine and mixed beverages for on premises consumption or in original sealed containers for carryout only until 1 a.m.)*, **D3** *(spirituous liquor for on premises consumption only until 1 a.m.)*, **D3A** *(extend issued permit privileges until 2:30 a.m.)* and **D6** *(sale of intoxicating liquor on Sunday between the hours of 10 a.m. or 11 a.m. and midnight)* **liquor permits from 212 Fremont, LLC dba Original Margaritaville to Margsand, Inc. located at 212 Fremont Avenue. It is requested the Commission Clerk be authorized to notify the Division the city does not request a hearing on this matter.**

REGULAR AGENDA ITEMS

ITEM #1 - Submitted by Matt Lasko, Chief Development Officer

PURCHASE OF 2139 PARKVIEW BOULEVARD

Budgetary Information: The city will be responsible for paying $25,000 (plus closing costs) from the real estate development fund for the purchase of the property located at 2139 Parkview Boulevard.

ORDINANCE NO. ___________: It is requested an ordinance be passed approving and ratifying the purchase of real property located at 2139 Parkview Boulevard, Sandusky, and identified as Parcel No. 58-01526.000 for the purpose of blight elimination and demolition; and authorizing and directing the City Manager and/or Finance Director to expend funds for the purchase of the real property; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #2 - Submitted by Aaron Klein, Director of Public Works

RATIFICATION OF GRANT SUBMISSION TO ODNR FOR THE JACKSON STREET PIER AND SHORELINE DRIVE REHABILITATION PROJECT

Budgetary Information: There is no negative effect to the capital budget by accepting these funds. Upon request, the ODNR will release funds as requested for each project, funds received shall be placed into the capital project accounts.

RESOLUTION NO. __________: It is requested a resolution be passed approving and ratifying the submission of an application for financial assistance through the Ohio Department of Natural Resources for capital improvement funds for the Jackson Street Pier and Shoreline Drive rehabilitation projects; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #3 – Submitted by Jane Cullen, Assistant City Engineer

CONTRACT AWARD TO SPEER BROTHERS, INC. FOR WEST SIDE UTILITY & CONNECTIVITY IMPROVEMENTS PROJECT

Budgetary Information: The cost of construction is $4,407,163.00 and will be paid as described below:

FUND NAME	COST	PERCENTAGE
Sewer fund, storm water	$1,947,568.00	44.19%
Water fund	1,962,478.00	44.53%
Sewer fund, sanitary	29,000.00	0.66%
Issue 8 (2019 pathway)	203,775.00	4.62%
Capital (2019 pathway)	200,000.00	4.54%
Issue 8, street	64,342.00	1.46%
TOTAL	**4,407,163.00**	**100%**

The city will seek loan opportunities through a low interest Ohio Water Development Authority loan for all funds related to sewer and water. Request for approval to apply for a low interest OWDA loan is in companion legislation (Item #5).

ORDINANCE NO. _____________: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a contract with Speer Brothers, Inc., of Sandusky, Ohio for the west side utility and connectivity improvements project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #4 – Submitted by Jane Cullen, Assistant City Engineer

ADMINISTRATION & INSPECTION SERVICES CONTRACT WITH K.E. MCCARTNEY & ASSOCIATES, INC. FOR THE WEST SIDE UTILITY & CONNECTIVITY IMPROVEMENTS PROJECT

Budgetary Information: The estimated amount of the consultant fee for contract administration and inspection services is not to exceed $484,751 and will be split as follows:

FUND NAME	COST	PERCENTAGE
Sewer fund, storm water	$214,211.47	44.19%
Water fund	215,859.62	44.53%
Sewer fund, sanitary	3,199.36	0.66%
Issue 8 (2020 pathway)	44,403.19	9.16%
Issue 8 (street)	7,077.36	1.46%
TOTAL	**484,751.00**	**100%**

ORDINANCE NO. _____________: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement for professional services with K.E. McCartney & Associates, Inc. of Mansfield, Ohio, for contract administration and inspection services for the west side utility and connectivity improvements project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #5 - Submitted by Jane Cullen, Assistant City Engineer

LOAN AGREEMENT WITH OHIO WATER DEVELOPMENT AUTHORITY FOR THE WEST SIDE UTILITY & CONNECTIVITY IMPROVEMENTS PROJECT

Budgetary Information: The total cost of the loan will be as follows:

Construction	$3,939,046.00
Design	551,133.00
Construction Administration & Inspection	433,270.45
Contingency (10%)	393,904.60
OWDA Administrative Fee (0.35%)	18,611.00
Capitalized Interest (2.10%)	149,407.02
TOTAL	**$5,485,372.07**

The entire cost would be reimbursed over 30 years from the Sewer and Water Funds via a low interest loan. Final loan amount will be based on actual final construction costs.

ORDINANCE NO. ___________: It is requested an ordinance be passed authorizing a cooperative agreement between the City of Sandusky and the Ohio Water Development Authority to finance the cost of design and construction for the west side utility and connectivity improvement project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

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

CHANGE ORDER #1 WITH KOKOSING INDUSTRIAL, INC. FOR THE SHORELINE DRIVE REHABILITATION PROJECT

Budgetary Information: The original contract with Kokosing, per Ordinance 18-192 was $8,789,877. If the change order is approved, the contract would be increased to $1,207,937.30 to a total of $9,997,585.28. The below information shows the original costs, updated costs and proposed funding sources. Individual funding allocations for each proposed additional work item is included in the description of the additional work:

FUND NAME	ORIGINAL CONTRACT	CHANGE ORDER	UPDATED
OWDA, Sewer Fund, Storm	$1,305,579.00		$1,305,579.00
OWDA, Water Fund	1,177,565.00	$28,058.00	1,205,623.00
OWDA, Sewer Fund, Sanitary	1,709,517.00		1,709,517.00
CDBG (FY 2018)	460,542.00		460,542.00
Capital Fund (Chesapeake TIF)	3,409,912.00	$245,986.68	3,655,898.68
Issue 8 (2018 Pathway)	300,000.00		300,000.00
Capital (2018 Pathway)	168,332.00		168,332.00
Issue 8 (2018 Road)	253,430.00		253,430.00
Private (Wightman Wieber)	0.00	$500,000.00	500,000.00
Private (DeRiso)	0.00	$6,000.00	6,000.00
Private (Bob Hare)	0.00	$8,790.00	8,790.00
Private (Windau)	0.00	$2,324.00	2,324.00
CDBG (FY 2019)	0.00	$372,646.59	372,646.59
Capital Fund (Battery Park TIF)	0.00	$45,632.03	45,632.03
State of Ohio	5,000.00	-$1,500.00	3,500.00
TOTAL	**$8,789,877.00**	**$1,207,937.30**	**$9,997,814.30**

The total amount of the 2019 CDBG fund for public facilities was allocated to the Jackson Street Pier or Shoreline Drive. The OWDA loans were approved via Ordinance 19-099. Acceptance of the State of Ohio money is in contained in Item #2. The State of Ohio will withhold $1,500 from the original $75,000 grant for administrative fees so that will be removed from the Shoreline Drive portion of the budget to keep the Jackson Street Pier the same.

ORDINANCE NO. ____________: It is requested an ordinance be passed authorizing and directing the City Manager to approve the first change order for work being performed by Kokosing Industrial, Inc. of Toledo, Ohio, for the Shoreline Drive rehabilitation project in the amount of $1,207,937.30; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #7 - Submitted by Aaron Klein, Director of Public Works

AGREEMENT WITH THE OHIO DEPARTMENT OF NATURAL RESOURCES FOR A SUBMERGED LANDS LEASE FOR SHORELINE DRIVE

Budgetary Information: Since the right-of-way area is considered a "governmental non-income producing" facility, the 50-year lease will cost $1 per annum, which will be paid from the general fund.

RESOLUTION NO. _________: It is requested a resolution be adopted pursuant to Section 1506.11 of the Ohio Revised Code finding and determining that based upon the representations and application filed by the City of Sandusky, the use and development of the territory so described, a submerged lands lease may be entered into by the State's Director of Natural Resources; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #8 - Submitted by Stuart Hamilton, IT Manager

SUBSCRIPTION LICENSING FOR MICROSOFT OFFICE 365 FOR GOVERNMENT FROM INSIGHT PUBLIC SECTOR

Budgetary Information: The cost for this service for a 12 month period will be $25,662.35, and will be paid by the Information Technology Department's operating budget in the amount of $12,831.17, by the water fund in the amount of $6,415.59 and by the sewer fund in the amount of $6,415.59.

ORDINANCE NO. ____________: It is requested an ordinance be passed authorizing and directing the City Manager to expend funds for the subscription licensing for Microsoft Office 365 for Government from Insight Public Sector of Hanover Park, Illinois, for the city's e-mailing system; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #9 - Submitted by Eric Wobser, City Manager

MEMORANDUM OF UNDERSTANDING WITH THE NATIONAL RESOURCE NETWORK

Budgetary Information: The Network estimates the value of the direct assistance to the City of Sandusky is $187,500. The Network will fund 75% of this cost. The City of Sandusky will provide 25% of the total estimated cost of the direct assistance plan or $46,875.00. The city will initially pay with operating funds from the City Manager's budget that are dedicated for strategic planning. The city's goal is to offset a portion of the cost through funds raised from private resources. Payment is due no later than 60 days after the execution of the Memorandum of Understanding, or on a schedule mutually agreed upon by the city and the Network prior to the commencement of the direct assistance engagement. If the value of the direct assistance increases due to an increase in scope agreed to by the Network and the city and commemorated by a written amendment, the city will then be responsible for 25% of any increase in cost.

ORDINANCE NO. __________: It is requested an ordinance be passed approving and ratifying the submission of an application to the National Resource Network and authorizing and directing the City Manager to enter into a Memorandum of Understanding with the National Resource Network for assistance related to the development of a multi-year financial plan; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

CITY MANAGER'S REPORT

OLD BUSINESS

NEW BUSINESS

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

EXECUTIVE SESSION(S)

ADJOURNMENT

Buckeye Broadband broadcasts on Channel 76:

Monday, January 13 at 8:30 p.m.
Tuesday, January 14 at 5 p.m.
Monday, January 20 at 8:30 p.m.

Online:

www.ci.sandusky.oh.us – Click "Play"

NOTICE TO LEGISLATIVE AUTHORITY

OHIO DIVISION OF LIQUOR CONTROL
6606 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2360 FAX(614)644-3166

TO

27940110445 PERMIT NUMBER	TRFL TYPE	FOE AERIE 444 & PATIO 608 KING ST SANDUSKY OH 44870
02 01 2019 ISSUE DATE		
12 13 2019 FILING DATE		
D4 PERMIT CLASSES		
22 077 TAX DISTRICT	B	F23462 RECEIPT NO.

RECEIVED
JAN - 6 REC'D 2020
SANDUSKY CITY COMMISSION

FROM 12/17/2019

27940110444 PERMIT NUMBER	TYPE	FOE AERIE 444 & PATIO 1235 W PERKINS AV BX2242 SANDUSKY OHIO 44870
02 01 2019 ISSUE DATE		
12 13 2019 FILING DATE		
D4 PERMIT CLASSES		
22 077 TAX DISTRICT		RECEIPT NO.

MAILED 12/17/2019 RESPONSES MUST BE POSTMARKED NO LATER THAN. 01/17/2020

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.
REFER TO THIS NUMBER IN ALL INQUIRIES B TRFL 2794011-0445
(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT THE HEARING BE HELD ☐ IN OUR COUNTY SEAT. ☐ IN COLUMBUS.

WE DO NOT REQUEST A HEARING. ☐
DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature) (Title)- ☐ Clerk of County Commissioner (Date)
☐ Clerk of City Council
☐ Township Fiscal Officer

CLERK OF SANDUSKY CITY COUNCIL
222 MEIGS STREET
SANDUSKY OHIO 44870

Commerce Division of Liquor Control : Web Database Search

OWNERSHIP DISCLOSURE INFORMATION

This online service will allow you to obtain ownership disclosure information for issued and pending retail liquor permit entities within the State of Ohio.

Searching Instructions

Enter the known information and click the "Search" button. **For best results, search only ONE criteria at a time.** If you try to put too much information and it does not match exactly, the search will return a message "No records to display".

The information is sorted based on the Permit Number in ascending order.

To do another search, click the "Reset" button.

SEARCH CRITERIA

Permit Number	2794011
Permit Name / DBA	
Member / Officer Name	

Search **Reset** **Main Menu**

	Member/Officer Name	Shares/Interest	Office Held
	Permit Number: 27940110126; **Name**: LOVELAND AERIE OF EAGLES; **DBA**: ; **Address**: 127 KARL BROWN WAY LOVELAND 45140		
	JEFF BLUST	NON PROFIT	SECRETARY
	MIKE GOODE	NON PROFIT	PRESIDENT
	Permit Number: 279401101292; **Name**: FOE AERIE1291; **DBA**: ; **Address**: 1400 SR703 & PATIO CELINA 45822		
	TRACI E WILLRATH	NON PROFIT	ADMINISTRA
	Permit Number: 279401101901; **Name**: FOE AERIE0190 MASSILLON; **DBA**: DBA FOE AERIE 190 MASSILLON; **Address**: 303 WEIRICH BLVD NW & PATIO MASSILLON 44647		
	STEVE A YABLONSKI	NON PROFIT	ADMINISTRA
	Permit Number: 279401103705; **Name**: FOE AERIE0370; **DBA**: ; **Address**: 800 W ROBB AV LIMA 45801		
	RONALD MORRIS		
	Permit Number: 279401103972; **Name**: FOE AERIE397 CHAMPION; **DBA**: ; **Address**: 1802 SELMA RD & PATIO SPRINGFIELD 45505		
	GERALD R PILLION		
	JAMES L SHERRICK JR		PRESIDENT
	WAYNE E TURNER		SECRETARY
	WAYNE L KINNAMON		TREASURER

Member/Officer Name	Shares/Interest	Office Held
Permit Number: 279401104006; **Name**: COLUMBIA STATION 4003 FOE INC; **DBA**: ; **Address**: 27190 ROYALTON RD & PATIO COLUMBIA STATION 44028		
GENE LEMMERMAN	0.00	VICE PRES.
JAMES HAYES	0.00	TREASURER
RON LUKE SR	0.00	SECRETARY
VIC PENNELL	0.00	PRESIDENT
Permit Number: 27940110430; **Name**: FOE AERIE0430; **DBA**: ; **Address**: 1049 N COUNTYLINE ST & PATIO FOSTORIA 44830		
HEATHER DEUBLE	NON PROFIT	
Permit Number: 27940110583; **Name**: TWIN CITY AERIE #582 INC; **DBA**: ; **Address**: 214 GRANT ST 1ST & 2ND FL ONLY DENNISON 44621		
THOMAS D RICHARDSON	NON PROFIT	SECRETARY
Permit Number: 279401107632; **Name**: SHELBY AERIE NUMBER 763 FRATERNAL ORDER OF EAGLES; **DBA**: ; **Address**: 46 E MAIN ST SHELBY 44875		
JAMES WESSENGER	NON PROFIT	TREASURER
MARK KEGLEY	NON PROFIT	VICE PRES.
STEPHAN A MORRIS	NON PROFIT	SECRETARY
THOMAS PFAHLER	NON PROFIT	CEO
Permit Number: 279401111625; **Name**: FOE AERIE1162 ST BERNARD; **DBA**: ; **Address**: 4815 TOWER AV 2ND FL ONLY ST BERNARD 45217		
DAVID ROLL	NON PROFIT	
Permit Number: 27940112053; **Name**: WELLINGTON EAGLES #2051 CO; **DBA**: DBA WELLINGTON EAGLES NO 2051 CO; **Address**: 631 S MAIN ST & PATIO WELLINGTON 44090		
THOMAS HAROLD SMITH	NON PROFIT	
TIMOTHY MURRAY	NON PROFIT	
WILLIAM FREDERICK SCHRAMM	NON PROFIT	
Permit Number: 27940112185; **Name**: FOE AERIE2185 CARROLLTON; **DBA**: ; **Address**: 1270 BRENNER RD & PATIO & PAVILION CARROLLTON 44614		
DALE HENDRICKS		
DAVID FLANARY		
ED JOHNSON		
GERALD JONES		PRESIDENT
Permit Number: 279401122245; **Name**: FOE AERIE2224 MEDINA; **DBA**: ; **Address**: 696 W LAFAYETTE RD & DECK MEDINA 44256		
RUSSELL KUNKLER	NON PROFIT	SECR-TREA.
Permit Number: 279401122335; **Name**: FOE AERIE2233 BRYAN; **DBA**: ; **Address**: 221 S WALNUT ST & PATIO BRYAN 43506		
BRUCE MOSIER	NON PROFIT	
Permit Number: 279401122717; **Name**: FOE AERIE2271 NEW BOSTON INC; **DBA**: DBA FOE AERIE 2271; **Address**: 3200 RHODES AVE NEW BOSTON 45662		
DONALD COX		
ERIC MARTIN		PRESIDENT

	Member/Officer Name	Shares/Interest	Office Held
	JAMIE COE		TREASURER
	JEREMY RUSH		VICE PRES.
	LINDSEY TOM		SECRETARY
Permit Number: 27940112295; **Name**: FOE AERIE2295 PORT CLINTON; **DBA**: ; **Address**: ERIE THEATER BLDG 1ST FL PORT CLINTON 43452			
	RICHARD JAMES WARD		
Permit Number: 279401125975; **Name**: FOE 2597 INC DELTA AERIE; **DBA**: ; **Address**: 304 MAIN ST & PATIO DELTA 43515			
	ROBERT C TODD	NON PROFIT	CEO
Permit Number: 279401127728; **Name**: FOE AERIE2772 INC; **DBA**: ; **Address**: 635 W SYCAMORE ST BLDGS 1 & 2 COLUMBUS GROVE 45830			
	LARRY MOENING	NON PROFIT	SECRETARY
Permit Number: 279401128015; **Name**: FOE AERIE2801 BUCKEYE LAKE; **DBA**: ; **Address**: 3240 WALNUT RD SE PO BOX 57 BUCKEYE LAKE 43008			
	TRICIA LYNN SLACK	NON PROFIT	
Permit Number: 27940113025; **Name**: FOE AERIE3025 NISCO; **DBA**: ; **Address**: 101 W WALNUT ST 1ST FLR ONLY COLDWATER 45828			
	LAWRENCE SELHORST	NON PROFIT	PRESIDENT
Permit Number: 279401132617; **Name**: FOE AERIE3261 BIG WALNUT; **DBA**: DBA FRATERNAL BROTHERHOOD CLUB; **Address**: 1623 BRICE RD & PATIO REYNOLDSBURG 43068			
	WESLEY O NEWMAN	NON PROFIT	SECRETARY
Permit Number: 27940113669; **Name**: FOE BEVERLY AERIE 3665 INC; **DBA**: ; **Address**: 110-112 FIFTH ST 1ST FL & BSMT BEVERLY 45715			
	MELVIN SPUNG	NON PROFIT	
Permit Number: 27940114290; **Name**: GRATIS AERIE NO 4289 FRATERNAL ORDER OF EAGLES INC; **DBA**: ; **Address**: 15 W FRANKLIN ST & PATIO GRATIS 45330			
	GLENN REYNOLDS	0.00	PRESIDENT
	RANDAL MILLER	0.00	TREASURER
	RICK DUCHEMIN	0.00	SECRETARY
Permit Number: 279401143008; **Name**: FOE AERIE4300 STREETSBORO INC; **DBA**: ; **Address**: 9052 SR14 UNIT B C D & PATIO STREETSBORO 44241			
	JAMES L GSCHWIND	NON PROFIT	CEO

- Ohio.Gov
- Ohio Department of Commerce

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Kelly Kresser

From: Greg Voltz
Sent: Tuesday, January 7, 2020 12:00 PM
To: Kelly Kresser; John Orzech; Stephen Rucker
Cc: Angela Byington
Subject: RE: Liquor Permit Transfer

Thanks Kelly,

The FOE received a use variance for this use at address listed at the November Board of Zoning Appeals. There is no issue from planning.

Thank you,

Greg Voltz | Planner
PLANNING DEPARTMENT
240 Columbus Avenue | Sandusky, OH 44870
T: 419.627.5973 | F: 419.627.5945
www.ci.sandusky.oh.us

From: Kelly Kresser <kkresser@ci.sandusky.oh.us>
Sent: Tuesday, January 7, 2020 11:29 AM
To: Greg Voltz <gvoltz@ci.sandusky.oh.us>; John Orzech <JOrzech@ci.sandusky.oh.us>; Stephen Rucker <srucker@ci.sandusky.oh.us>
Subject: Liquor Permit Transfer

Attached is a notice from the Division of Liquor Control for the transfer of a D4 *(beer and any intoxicating liquor to members only, for on premises consumption only until 1 a.m.)* liquor permit from FOE Aerie 444, 1235 West Perkins Avenue to 608 King Street, Sandusky.

Please provide comments regarding this proposed transfer so this can be submitted to the City Commission.

Kelly Kresser

From: Stephen Rucker
Sent: Tuesday, January 7, 2020 11:38 AM
To: Kelly Kresser; Greg Voltz; John Orzech
Subject: RE: Liquor Permit Transfer

No issues, thanks

From: Kelly Kresser <kkresser@ci.sandusky.oh.us>
Sent: Tuesday, January 7, 2020 11:29 AM
To: Greg Voltz <gvoltz@ci.sandusky.oh.us>; John Orzech <JOrzech@ci.sandusky.oh.us>; Stephen Rucker <srucker@ci.sandusky.oh.us>
Subject: Liquor Permit Transfer

Attached is a notice from the Division of Liquor Control for the transfer of a D4 *(beer and any intoxicating liquor to members only, for on premises consumption only until 1 a.m.)* liquor permit from FOE Aerie 444, 1235 West Perkins Avenue to 608 King Street, Sandusky.

Please provide comments regarding this proposed transfer so this can be submitted to the City Commission.

Kelly Kresser

From: John Orzech
Sent: Tuesday, January 7, 2020 11:34 AM
To: Kelly Kresser; Greg Voltz; Stephen Rucker
Subject: RE: Liquor Permit Transfer

No issues with transfer

John Orzech | Chief of Police
SANDUSKY POLICE DEPARTMENT
222 Meigs Street | Sandusky, OH 44870
T: 419.627.5869| F: 419.627.5862
www.ci.sandusky.oh.us

From: Kelly Kresser
Sent: Tuesday, January 7, 2020 11:29 AM
To: Greg Voltz <gvoltz@ci.sandusky.oh.us>; John Orzech <JOrzech@ci.sandusky.oh.us>; Stephen Rucker <srucker@ci.sandusky.oh.us>
Subject: Liquor Permit Transfer

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Please provide comments regarding this proposed transfer so this can be submitted to the City Commission.

NOTICE TO LEGISLATIVE AUTHORITY

OHIO DIVISION OF LIQUOR CONTROL
6606 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2360 FAX(614)644-3166

RECEIVED JAN 6 RECD 2020 SANDUSKY CITY COMMISSION

TO

28928700002 PERMIT NUMBER / TRFL TYPE	FRATERNAL ORDER OF ORIOLES SANDUSKY INC DBA FRATERNAL ORDER OF ORIOLES 1235 W PERKINS AVE SANDUSKY OH 44870
02 01 2019 ISSUE DATE	
12 19 2019 FILING DATE	
D4 PERMIT CLASSES	
22 077 TAX DISTRICT / B / F23490 RECEIPT NO.	

FROM 12/23/2019

28928700001 PERMIT NUMBER / TYPE	FRATERNAL ORDER OF ORIOLES SANDUSKY INC DBA FRATERNAL ORDER OF ORIOLES 533 W PERKINS AV & PATIO SANDUSKY OH 44870
02 01 2019 ISSUE DATE	
12 19 2019 FILING DATE	
D4 PERMIT CLASSES	
22 077 TAX DISTRICT / RECEIPT NO.	

MAILED 12/23/2019 RESPONSES MUST BE POSTMARKED NO LATER THAN. 01/23/2020

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL <u>WHETHER OR NOT</u> THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES B TRFL 2892870-0002
(TRANSACTION & NUMBER)

(<u>MUST MARK ONE</u> OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT THE HEARING BE HELD ☐ IN OUR COUNTY SEAT. ☐ IN COLUMBUS.

WE DO NOT REQUEST A HEARING. ☐

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature) (Title)- ☐ Clerk of County Commissioner (Date)
☐ Clerk of City Council
☐ Township Fiscal Officer

CLERK OF SANDUSKY CITY COUNCIL
222 MEIGS STREET
SANDUSKY OHIO 44870

Kelly Kresser

From: Greg Voltz
Sent: Tuesday, January 7, 2020 11:58 AM
To: Kelly Kresser; Stephen Rucker; John Orzech
Cc: Angela Byington
Subject: RE: Liquor Permit Transfer

Thanks Kelly,

That property is zoned General Business and permits this use. No issues.

Thank you,

Greg Voltz | Planner
PLANNING DEPARTMENT
240 Columbus Avenue | Sandusky, OH 44870
T: 419.627.5973 | F: 419.627.5945
www.ci.sandusky.oh.us

From: Kelly Kresser <kkresser@ci.sandusky.oh.us>
Sent: Tuesday, January 7, 2020 11:29 AM
To: Stephen Rucker <srucker@ci.sandusky.oh.us>; John Orzech <JOrzech@ci.sandusky.oh.us>; Greg Voltz <gvoltz@ci.sandusky.oh.us>
Subject: Liquor Permit Transfer

Attached is a notice from the Division of Liquor Control for the transfer of a D4 *(beer and any intoxicating liquor to members only, for on premises consumption only until 1 a.m.)* liquor permit for Fraternal Order of Orioles Sandusky, Inc., from 533 West Perkins Avenue to 1235 West Perkins Avenue.

Please provide comments regarding this proposed transfer so this can be submitted to the City Commission.

Kelly Kresser

From: Stephen Rucker
Sent: Tuesday, January 7, 2020 11:38 AM
To: Kelly Kresser; John Orzech; Greg Voltz
Subject: RE: Liquor Permit Transfer

No issues, thanks

From: Kelly Kresser <kkresser@ci.sandusky.oh.us>
Sent: Tuesday, January 7, 2020 11:29 AM
To: Stephen Rucker <srucker@ci.sandusky.oh.us>; John Orzech <JOrzech@ci.sandusky.oh.us>; Greg Voltz <gvoltz@ci.sandusky.oh.us>
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Please provide comments regarding this proposed transfer so this can be submitted to the City Commission.

Kelly Kresser

From: John Orzech
Sent: Tuesday, January 7, 2020 11:34 AM
To: Kelly Kresser; Stephen Rucker; Greg Voltz
Subject: RE: Liquor Permit Transfer

No issues with the transfer.

John Orzech | Chief of Police
SANDUSKY POLICE DEPARTMENT
222 Meigs Street | Sandusky, OH 44870
T: 419.627.5869| F: 419.627.5862
www.ci.sandusky.oh.us

From: Kelly Kresser
Sent: Tuesday, January 7, 2020 11:29 AM
To: Stephen Rucker <srucker@ci.sandusky.oh.us>; John Orzech <JOrzech@ci.sandusky.oh.us>; Greg Voltz <gvoltz@ci.sandusky.oh.us>
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Please provide comments regarding this proposed transfer so this can be submitted to the City Commission.

NOTICE TO LEGISLATIVE AUTHORITY

OHIO DIVISION OF LIQUOR CONTROL
6606 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2360 FAX(614)644-3166

TO

7730247 PERMIT NUMBER / TFOL TYPE	SANDUSKY SALVAGE CENTER LLC 2434 W MONROE ST SANDUSKY OH 44870
02 01 2019 ISSUE DATE	
12 26 2019 FILING DATE	
D3 PERMIT CLASSES	
22 077 TAX DISTRICT / B / F23517 RECEIPT NO.	

RECEIVED
JAN - 6 REC'D
2020
SANDUSKY CITY COMMISSION

FROM 12/30/2019 SAFEKEEPING

7099118 PERMIT NUMBER / TYPE	BENJAMIN VITO PRUITT DBA BENNY VITOS GRILL & BAR 902 W ADAMS ST UNIT B SANDUSKY OH 44870
02 01 2019 ISSUE DATE	
12 26 2019 FILING DATE	
D3 PERMIT CLASSES	
22 077 TAX DISTRICT / RECEIPT NO.	

MAILED 12/30/2019 RESPONSES MUST BE POSTMARKED NO LATER THAN. 01/30/2020

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES B TFOL 7730247
(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT THE HEARING BE HELD ☐ IN OUR COUNTY SEAT. ☐ IN COLUMBUS.

WE DO NOT REQUEST A HEARING. ☐

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature) (Title)- ☐ Clerk of County Commissioner (Date)
☐ Clerk of City Council
☐ Township Fiscal Officer

CLERK OF SANDUSKY CITY COUNCIL
222 MEIGS STREET
SANDUSKY OHIO 44870

Commerce Division of Liquor Control : Web Database Search

OWNERSHIP DISCLOSURE INFORMATION

This online service will allow you to obtain ownership disclosure information for issued and pending retail liquor permit entities within the State of Ohio.

Searching Instructions

Enter the known information and click the "Search" button. **For best results, search only ONE criteria at a time.** If you try to put too much information and it does not match exactly, the search will return a message "No records to display".

The information is sorted based on the Permit Number in ascending order.

To do another search, click the "Reset" button.

	SEARCH CRITERIA
Permit Number	7730247
Permit Name / DBA	
Member / Officer Name	

Search **Reset** **Main Menu**

	Member/Officer Name	Shares/Interest	Office Held
	Permit Number: 7730247; **Name**: SANDUSKY SALVAGE CENTER LLC; **DBA**: ; **Address**: 2434 W MONROE ST SANDUSKY 44870		
	BEN BYINGTON		CEO

- Ohio.Gov
- Ohio Department of Commerce

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Kelly Kresser

From:	Greg Voltz
Sent:	Tuesday, January 7, 2020 12:02 PM
To:	Kelly Kresser; John Orzech; Stephen Rucker
Subject:	RE: Liquor Permit Transfer

Thanks Kelly,

The below address is zoned Commercial Service and permits this use. No issues from Planning.

Thank you,

Greg Voltz | Planner
PLANNING DEPARTMENT
240 Columbus Avenue | Sandusky, OH 44870
T: 419.627.5973 | F: 419.627.5945
www.ci.sandusky.oh.us

From: Kelly Kresser <kkresser@ci.sandusky.oh.us>
Sent: Tuesday, January 7, 2020 11:29 AM
To: Greg Voltz <gvoltz@ci.sandusky.oh.us>; John Orzech <JOrzech@ci.sandusky.oh.us>; Stephen Rucker <srucker@ci.sandusky.oh.us>
Subject: Liquor Permit Transfer

Attached is a notice from the Division of Liquor Control for the transfer of a D3 *(spirituous liquor for on premises consumption only until 1 a.m.)* liquor permit from Benjamin Vito Pruitt dba Benny Vito's Grill & Bar at 902 West Adams Street to Sandusky Salvage Center, LLC, 3434 West Monroe Street.

Please provide comments regarding this proposed transfer so this can be submitted to the City Commission.

Kelly Kresser

From: Stephen Rucker
Sent: Tuesday, January 7, 2020 11:38 AM
To: Kelly Kresser; Greg Voltz; John Orzech
Subject: RE: Liquor Permit Transfer

No issues, thanks

From: Kelly Kresser <kkresser@ci.sandusky.oh.us>
Sent: Tuesday, January 7, 2020 11:29 AM
To: Greg Voltz <gvoltz@ci.sandusky.oh.us>; John Orzech <JOrzech@ci.sandusky.oh.us>; Stephen Rucker <srucker@ci.sandusky.oh.us>
Subject: Liquor Permit Transfer

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Please provide comments regarding this proposed transfer so this can be submitted to the City Commission.

Kelly Kresser

From: John Orzech
Sent: Tuesday, January 7, 2020 11:35 AM
To: Kelly Kresser; Greg Voltz; Stephen Rucker
Subject: RE: Liquor Permit Transfer

No issue with transfer.

John Orzech | Chief of Police
SANDUSKY POLICE DEPARTMENT
222 Meigs Street | Sandusky, OH 44870
T: 419.627.5869| F: 419.627.5862
www.ci.sandusky.oh.us

From: Kelly Kresser
Sent: Tuesday, January 7, 2020 11:29 AM
To: Greg Voltz <gvoltz@ci.sandusky.oh.us>; John Orzech <JOrzech@ci.sandusky.oh.us>; Stephen Rucker <srucker@ci.sandusky.oh.us>
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Please provide comments regarding this proposed transfer so this can be submitted to the City Commission.

NOTICE TO LEGISLATIVE AUTHORITY

OHIO DIVISION OF LIQUOR CONTROL
6606 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2360 FAX(614)644-3166

RECEIVED
JAN -7 REC'D
SANDUSKY CITY COMMISSION

RECEIVED
JAN -7 REC'D
SANDUSKY CITY COMMISSION

TO

5520337 PERMIT NUMBER	TRFO TYPE
02 01 2019 ISSUE DATE	
12 30 2019 FILING DATE	
D1 D2 D3 D3A D6 PERMIT CLASSES	
22 077 TAX DISTRICT	B F23536 RECEIPT NO.

MARGSAND INC
212 FREMONT AVE & PATIOS
SANDUSKY OH 44870

FROM 01/02/2020

9115259 PERMIT NUMBER	TYPE
02 01 2019 ISSUE DATE	
12 30 2019 FILING DATE	
D1 D2 D3 D3A D6 PERMIT CLASSES	
22 077 TAX DISTRICT	RECEIPT NO.

212 FREMONT LLC
DBA ORIGINAL MARGARITAVILLE
212 FREMONT AVE & PATIOS
SANDUSKY OH 44870

MAILED 01/02/2020 RESPONSES MUST BE POSTMARKED NO LATER THAN. 02/03/2020

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES B TRFO 5520337
(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT THE HEARING BE HELD ☐ IN OUR COUNTY SEAT. ☐ IN COLUMBUS.

WE DO NOT REQUEST A HEARING. ☐
DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature) (Title)- ☐ Clerk of County Commissioner (Date)
☐ Clerk of City Council
☐ Township Fiscal Officer

CLERK OF SANDUSKY CITY COUNCIL
222 MEIGS STREET
SANDUSKY OHIO 44870

Commerce Division of Liquor Control : Web Database Search

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SEARCH CRITERIA

Permit Number	5520337
Permit Name / DBA	
Member / Officer Name	

Search **Reset** **Main Menu**

	Member/Officer Name	Shares/Interest	Office Held
	Permit Number: 5520337; **Name**: MARGSAND INC; **DBA**: ; **Address**: 212 FREMONT AVE & PATIOS SANDUSKY 44870		
	ANTHONY D GIBBS	125.00	CEO
	MARAGAUX Z GIBBS	125.00	VICE PRES.
	TIMOTHY G HIGDON	125.00	SECRETARY
	Traci L. Higdon	125.00	TREASURER

- Ohio.Gov
- Ohio Department of Commerce

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Kelly Kresser

From: Greg Voltz
Sent: Tuesday, January 7, 2020 1:40 PM
To: Kelly Kresser; John Orzech; Stephen Rucker
Subject: RE: Liquor Permit Transfer

No issues from the Planning Department. The property is zoned appropriately for this use as it is Roadside Business.

Thank you,

Greg Voltz | Planner
PLANNING DEPARTMENT
240 Columbus Avenue | Sandusky, OH 44870
T: 419.627.5973 | F: 419.627.5945
www.ci.sandusky.oh.us

From: Kelly Kresser <kkresser@ci.sandusky.oh.us>
Sent: Tuesday, January 7, 2020 1:26 PM
To: John Orzech <JOrzech@ci.sandusky.oh.us>; Greg Voltz <gvoltz@ci.sandusky.oh.us>; Stephen Rucker <srucker@ci.sandusky.oh.us>
Subject: Liquor Permit Transfer

Here is one more liquor permit transfer, D1 *(beer only for on premises consumption or in original sealed containers for carryout only until 1 a.m.)*, D2 *(wine and mixed beverages for on premises consumption or in original sealed containers for carryout only until 1 a.m.)*, D3 *(spirituous liquor for on premises consumption only until 1 a.m.)*, D3A *(extend issued permit privileges until 2:30 a.m.)* and D6 *(sale of intoxicating liquor on Sunday between the hours of 10 a.m. or 11 a.m. and midnight)* for 212 Fremont, LLC to Margsand, Inc.

Kelly Kresser

From: Stephen Rucker
Sent: Tuesday, January 7, 2020 1:27 PM
To: Kelly Kresser; John Orzech; Greg Voltz
Subject: Re: Liquor Permit Transfer

No issues, thanks

Get [Outlook for iOS]

From: Kelly Kresser <kkresser@ci.sandusky.oh.us>
Sent: Tuesday, January 7, 2020 1:26:01 PM
To: John Orzech <JOrzech@ci.sandusky.oh.us>; Greg Voltz <gvoltz@ci.sandusky.oh.us>; Stephen Rucker <srucker@ci.sandusky.oh.us>
Subject: Liquor Permit Transfer

Here is one more liquor permit transfer, D1 *(beer only for on premises consumption or in original sealed containers for carryout only until 1 a.m.)*, D2 *(wine and mixed beverages for on premises consumption or in original sealed containers for carryout only until 1 a.m.)*, D3 *(spirituous liquor for on premises consumption only until 1 a.m.)*, D3A *(extend issued permit privileges until 2:30 a.m.)* and D6 *(sale of intoxicating liquor on Sunday between the hours of 10 a.m. or 11 a.m. and midnight)* for 212 Fremont, LLC to Margsand, Inc.

Kelly Kresser

From:	John Orzech
Sent:	Tuesday, January 7, 2020 2:10 PM
To:	Kelly Kresser; Greg Voltz; Stephen Rucker
Subject:	RE: Liquor Permit Transfer

No issues with police.

From: Kelly Kresser <kkresser@ci.sandusky.oh.us>
Sent: Tuesday, January 7, 2020 1:26 PM
To: John Orzech <JOrzech@ci.sandusky.oh.us>; Greg Voltz <gvoltz@ci.sandusky.oh.us>; Stephen Rucker <srucker@ci.sandusky.oh.us>
Subject: Liquor Permit Transfer

Here is one more liquor permit transfer, D1 *(beer only for on premises consumption or in original sealed containers for carryout only until 1 a.m.)*, D2 *(wine and mixed beverages for on premises consumption or in original sealed containers for carryout only until 1 a.m.)*, D3 *(spirituous liquor for on premises consumption only until 1 a.m.)*, D3A *(extend issued permit privileges until 2:30 a.m.)* and D6 *(sale of intoxicating liquor on Sunday between the hours of 10 a.m. or 11 a.m. and midnight)* for 212 Fremont, LLC to Margsand, Inc.

COMMUNITY DEVELOPMENT

Matthew D. Lasko
Chief Development Officer
mlasko@ci.sandusky.oh.us

240 Columbus Avenue
Sandusky, Ohio 44870
419-627-5707
www.ci.sandusky.oh.us

To: Eric L. Wobser, City Manager

From: Matthew D. Lasko, Chief Development Officer

Date: December 23, 2019

Subject: Commission Agenda Item – Purchase of Property

Items for Consideration: Legislation ratifying the purchase of 2139 Parkview Boulevard.

Background Information: As part of the Neighborhood Initiative, each of the six (6) selected neighborhoods were reviewed for housing conditions and related housing redevelopment strategies. For the Southside neighborhood, it was suggested that near term blight elimination, particularly in the area surrounding Churchwell Park, was needed. The City and Erie County Land Reutilization Corporation have been aggressive in purchasing and demolishing real estate in that area.

The City was contacted by the current owner, Jeffrey Burlovich, about our interest in acquiring the currently vacant 4-unit property located at 2139 Parkview Boulevard. Based upon the City's strong interest in redeveloping and re-envisioning the neighborhood, coupled with the fact that the negotiated purchase price is at or below what the City has been purchasing properties for over the last eighteen (18) months, the City entered in a Purchase and Sale Agreement (the "Agreement") with the owner on December 23, 2019.

The Agreement calls for the City to purchase the property for $25,000 (or $6,250 per unit). The City will also be responsible for covering all closing costs associated with the transaction. The transaction is conditioned upon ratification of the Agreement by the City Commission and closing is set to occur on or before January 22nd, 2020.

Upon acquisition, the City will couple this property with several others to be bid out for asbestos abatement and demolition utilizing Community Development Block Grant funding.

Budgetary Information: The City will be responsible for paying $25,000 (plus closing costs) from the Real Estate Development Fund for the purchase of the property located at 2139 Parkview Boulevard.

Action Requested: It is requested that the proper legislation be prepared to ratify the purchase of the property located at 2139 Parkview Boulevard. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter to allow the City to acquire and immediately move forward with asbestos abatement and demolition.

I concur with this recommendation:

Eric L. Wobser City Manager	Matthew D. Lasko, MUPDD, MSSA Chief Development Officer

cc: Kelly Kresser, Clerk of the City Commission
Trevor Hayberger, Law Director
Sally Martin, Acting Finance Director

CERTIFICATE OF FUNDS

In the Matter of: Jeffrey Burlovich 2139 Park View Blvd.

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the City of Sandusky under the foregoing Contract 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 an appropriate fund, free from any previous encumbrances. This certificate is given compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Dated: ______1/8/2020___________________________

By: Michelle Reeder

Michelle Reeder

Finance Director

Account #: 248-0000-53000

ORDINANCE NO. __________

AN ORDINANCE APPROVING AND RATIFYING THE PURCHASE OF REAL PROPERTY LOCATED AT 2139 PARKVIEW BOULEVARD, SANDUSKY, AND IDENTIFIED AS PARCEL NO. 58-01526.000 FOR THE PURPOSE OF BLIGHT ELIMINATION AND DEMOLITION; AND AUTHORIZING AND DIRECTING THE CITY MANAGER AND/OR FINANCE DIRECTOR TO EXPEND FUNDS FOR THE PURCHASE OF THE REAL PROPERTY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, as part of the Sandusky Neighborhood Initiative, the Southside neighborhood was reviewed for housing conditions and related housing redevelopment strategies and it was determined that blight elimination was needed, particularly in the area surrounding the Churchwell Park area; and

WHEREAS, the City was contacted by the property owner of 2139 Parkview Boulevard regarding our interest in acquiring the vacant 4-unit property and based on the City's interest in redeveloping and re-envisioning this neighborhood, the City entered into a Purchase and Sale Agreement with the owner on December 23, 2019; and

WHEREAS, the total cost for the purchase of the property located at 2139 Parkview Boulevard is $25,000.00 plus all closing costs associated with the transaction and these costs will be paid with Real Estate Development Funds; and

WHEREAS, upon City Commission approval and acquisition, the property will be bid out for asbestos abatement and demolition utilizing Community Development Block Grant (CDBG) 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 approve and ratify the purchase of the property to allow closing to occur before January 22, 2020, and to move forward with asbestos abatement and demolition; 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. This City Commission approves the Purchase and Sale Agreement with Jeffrey Burlovich, a copy of which is attached to this Ordinance and marked as Exhibit "1" and specifically incorporated as if fully rewritten herein, for the purchase of property located at 2139 Parkview Boulevard, Sandusky, and identified as Parcel No. 58-01526.000, in the amount of Twenty Five Thousand and 00/100 Dollars

($25,000.00) and ratifies the execution of the Purchase and Sale Agreement for the purpose of blight elimination and demolition.

Section 2. The City Manager, Finance Director and Law Director are authorized and directed to take such other actions and measures as are incident to and reasonably necessary to effect the purchase of Parcel No. 58-01526.000, located at 2139 Parkview Boulevard in Sandusky.

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

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

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

____

PRESIDENT OF THE CITY COMMISSION

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

Passed: January 13, 2020

PURCHASE AND SALE AGREEMENT

This Agreement is made and entered into this 23 day of DECEMBER, 2019, by and between CITY OF SANDUSKY, a municipal corporation under the laws of the State of Ohio with a tax mailing address of 240 Columbus Avenue, Sandusky, Ohio 44870 (the "Purchaser"), and JEFFREY BURLOVICH, single, whose tax mailing address is 817 Decatur Street, Sandusky, Ohio 44870, (the "Seller") collectively known as the "Parties."

WITNESSETH:

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

1. The Seller agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Seller, the premises located at 2139 Parkview Boulevard, Sandusky, Ohio, 44870 (permanent parcel number 58-01526.000) and more fully described in the legal description marked Exhibit "A" attached to this Agreement and specifically incorporated as if fully rewritten herein (the "Premises"), the legal description of which will be set forth in the deed transferring ownership of said premises.

2. The total purchase price for the premises is $25,000.00 (US Dollars)

   a. Which shall be paid by cashier's check or by certified check, or other negotiable instrument, which sum shall be deposited with the escrow agent on or before the closing date of this transaction and is subject to the pro-rations or lack thereof and adjustments set forth in this Agreement;

   b. There is no earnest money for this agreement; and

   c. Purchaser shall pay all closing costs for the transaction contemplated under this Agreement

3. Before closing, Seller(s) may remove the following items: ANY items they own;

however, Seller agrees and acknowledges that Seller must securely maintain the premises until closing.

4. The Seller shall furnish a Quit Claim Deed to Purchaser in fee simple, with dower rights released (if any), free and clear of all liens, rights to take liens, assessments and encumbrances whatsoever, except the following permitted encumbrances:

(a) Real estate taxes and assessments not due and payable (with an understanding by the Parties that the taxes are not prorated);

The Permitted Encumbrances also shall include any matters waived or deemed waived by Purchaser pursuant to Paragraph 5.

5. Within fifteen (15) days after acceptance of this Agreement, the Purchaser shall obtain a title examination or commitment for an owner's policy of title insurance insuring Purchaser's title to the Property. The Purchaser shall furnish a copy of the examination report or commitment to the Seller. If the examination report or commitment shows that title to all or part of the Property is unmarketable, as determined by Ohio law, or is subject to any defect, lien or encumbrance that is not a Permitted Encumbrance, the Purchaser shall notify the Seller of its objections within the fifteen (15) day period or the same will have been deemed waived by the Purchaser. To the extent the Purchaser's objections involve monetary liens, Seller shall, upon receipt of the Purchaser's objections, promptly undertake and complete prior to or simultaneously to the closing all actions necessary to satisfy and eliminate the liens. If Seller elects not to remedy or remove the defect or encumbrance or is unable to do so, the Purchaser's sole remedy shall be to elect either to: (i) waive the defect or encumbrance and accept such title to the Property as

Seller is able to convey or (ii) terminate this Agreement. The Purchaser shall so elect by delivering written notice to Seller on or before the date of the closing, and if the Purchaser fails to give such notice, it shall be deemed to have exercised election (i). If the Purchaser terminates the Agreement as provided in clause (ii), both the Purchaser and the Seller shall be released from all obligations under this Agreement, and the Deposit shall be returned to the Purchaser. All costs of the title examination or title insurance commitment and policy shall be paid for by the Purchaser.

6. Should the buildings or any other improvements upon the aforesaid property be damaged or destroyed prior to closing, then the Purchaser, may, at Purchaser's option: (1) elect to continue this in full force and effect, in which case the Seller shall forthwith assign the Purchaser all rights of the Purchaser to the insurance recovery due by reason of said damages, or (2) elect to rescind and void this Agreement, and thereupon there shall be returned to the Purchaser all money, papers or documents deposited by Purchaser, and there shall be returned to Seller all papers or documents deposited by Seller. After the closing, the risk of loss shall be and is assumed by the Purchaser. There shall be no proration of insurance, it being the obligation of the Purchaser to procure Purchaser's own policies of insurance to be effective from and after the date of closing. Seller agrees to maintain the improvements in their present condition until delivery of possession subject to reasonable wear and tear and the provisions of this Paragraph and Paragraph 3. The Parties further agree that any held fire insurance funds held by the Purchaser shall be released or paid to Seller within a reasonable amount of time.

7. Inspection: Purchaser shall have three (3) business days prior to closing to inspect the property to ensure vacancy. In order to accomplish said inspections the Seller shall

allow entry to the property and any structures therein, upon 24-hour notice from Purchaser to Seller. Seller agrees to provide Purchaser any historical inspection reports or the like, which include but not limited to BUSTR reports, any surveys, environmental reports. Seller shall provide these reports or the like within five (5) days of signing this contract. Should it be determined that there are tenants or persons with tenant rights, the Purchaser has the unilateral right to terminate this agreement in their complete discretion. Purchaser may allow Seller to cure, at Purchaser's discretion.

8. Financing: This Sale and Purchase agreement is expressly contingent upon the approval of the Sandusky City Commission on or before January 13th, 2020.

9. The closing date of this transaction shall be no later than January 22nd, 2020 or at such other time as may be mutually agreed upon, in writing, by the parties. The escrow agent herein shall be Hartung Title Agency, LLC, Sandusky, Ohio 44870. All funds and documents required to close this transaction shall be deposited with said escrow agent on or before closing date. An executed counterpart of this Agreement shall be deposited with the escrow agent by the Purchaser and this Agreement shall serve as the escrow instructions. The escrow agent may attach its standard conditions of acceptance thereto; provided, however, that in the event such standard conditions are inconsistent or in conflict with the terms of this Agreement, this Agreement shall control.

10. Purchaser is not represented by a real estate broker or agent, therefore any fee paid to a broker shall not be paid in whole or in part by the Purchaser.

11. On the closing date, the escrow agent shall file or record the deed, and any other

instruments, if any, required to be recorded pursuant to this Agreement and shall thereupon deliver to each of the parties, the funds and documents to which they shall be respectively entitled, together with its escrow statement.

In closing this transaction, the escrow agent shall charge the Seller with all closing costs associated with this transaction.

12. Purchaser shall be entitled to possession of the premises upon the closing of this transaction or at such later date as may be agreed to by the purchaser but in no event shall possession by the Purchaser take place later than January 22nd, 2020.

13. Seller makes the following representations to the Purchaser as of the date of this Agreement and the date of the closing:

(a) The Property is not subject to any purchase contract or option.

(b) There are not leases, tenancy rights, or other contracts or arrangements with respect to the Property.

(c) No work has been performed or labor, materials, equipment or fuel furnished to the Property within the last ninety (90) days (or, if any of the same have been performed or furnished, all persons who may have the right to assert a mechanic's lie have been fully paid).

(d) To the best of Seller's knowledge, no toxic, explosive or otherwise dangerous material or hazardous substances have been concealed within, buried beneath, or released on or from the Property.

Sellers' representations and warranties shall survive the closing.

14. This Agreement sets forth the entire and understanding between the parties with respect to the subject matter hereof, and no agreements or understandings nor any

representations concerning the same shall be binding upon the parties unless specifically set forth herein.

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

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

SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, THIS SALE AND PURCHASE AGREEMENT has been executed by Seller as of the day and year first above written.

Sellers:

By: Jeffrey Burlovich
Printed Name: Mr. Jeffrey Burlovich

STATE OF OHIO)
) SS.
COUNTY OF ERIE)

Before me, a Notary Public in and for said County and State, personally appeared JEFFREY BURLOVICH, the Seller, who acknowledged that he signed the foregoing instrument and the same is his free act and deed. IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at SANDUSKY, Ohio, this 23 day of DECEMBER, 2019.

Leslie Mesenburg
Notary Public

NOTARIAL SEAL
STATE OF OHIO
LESLIE MESENBURG
NOTARY PUBLIC
FOR THE
STATE OF OHIO
My Commission Expires
June 8, 2022

Purchaser(s):

By: ______________________________
Eric Wobser
City Manager, Sandusky, Ohio

STATE OF OHIO)
) SS.
COUNTY OF ERIE)

Before me, a Notary Public in and for said County and State, personally appeared Eric Wobser, City Manager for the Purchaser, who acknowledges that he signed the foregoing instrument and the same is his free act and deed. IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at SANDUSKY, Ohio, this 23 day of DECEMBER 2019.

Leslie Mesenburg
Notary Public

APPROVED AS TO FORM:

____
Trevor M. Hayberger
Law Director
City of Sandusky

NOTARIAL SEAL STATE OF OHIO
LESLIE MESENBURG
NOTARY PUBLIC
FOR THE
STATE OF OHIO
My Commission Expires
June 8, 2022

DEPARTMENT OF PUBLIC WORKS

240 Columbus Ave
Sandusky, Ohio 44870
419.627.5829
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: January 2, 2020

Subject: Commission Agenda Item – Capital Improvement Community Park, Recreation/Conservation Project, Grant through Ohio Department of Natural Resources (ODNR)

ITEM FOR CONSIDERATION: Legislation approving and ratifying the submission of a funding request for Capital Improvement Community Park, Recreation/Conservation project funds through Ohio Department of Natural Resources (ODNR) to be used toward the Jackson Street Pier and Shoreline Drive Rehabilitation projects.

BACKGROUND INFORMATION: The City of Sandusky submitted a project information package to the State for both the Jackson Street Pier and Shoreline Drive Rehabilitation Project in early spring of 2018.

The City received notification on June 27, 2018, they allocated $75,000 for these projects and requested the City submit a Project Information Package. The package was submitted, review completed, and the draft agreement was sent to the City for review and signatures.

Funding in the amount of $75,000 has been allocated through House Bill No. 529 of the 132nd General Assembly toward both projects. Of those funds $1,500 will be retained by ODNR to cover administrative costs for administering the grant, $70,000 will be allocated to the Jackson Street Pier Rehabilitation, and the remaining $3,500 will be allocated to the Shoreline Drive Rehabilitation project.

BUDGETARY INFORMATION: There is no negative effect to the capital budget by accepting these funds. Upon request, ODNR will release funds as requested for each project, funds received shall be placed into the capital project accounts.

ACTION REQUESTED: It is recommended that proper legislation be prepared, allowing the city manager to enter into a grant agreement with the Director of Ohio Department of Natural Resources and accept funds, 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 allow for the agreement to be fully executed and the State to draw the appropriate funds in order for the City to begin submitting for reimbursement.

I concur with this recommendation:

____
Eric Wobser
City Manager

cc: K. Kresser, Commission Clerk; S. Martin, Acting Finance Director; T. Hayberger, Law Director

Ohio Department of Natural Resources

JOHN R. KASICH, GOVERNOR | JAMES ZEHRINGER, DIRECTOR

Office of Real Estate
Paul R. Baldridge, Chief
2045 Morse Road – E2
Columbus, OH 43229-6693

ENGINEERING DEPT.
JUL 09 2018
CITY OF SANDUSKY

June 27th, 2018

Mr. Eric Wobser
City Manager, City of Sandusky
222 Meigs St.
Sandusky, OH 44870

RE: H.B. 529 project: Jackson Street Pier and Shoreline Drive Revitalization

Dear Mr. Wobser:

Congratulations on your Capital Improvement award for a Community Parks, Recreation and Conservation Project appropriated by the 132nd Ohio General Assembly through House Bill 529 in the amount of **$75,000**. The Ohio Department of Natural Resources (ODNR) Office of Real Estate & Land Management (REALM) is responsible for administering these appropriations.

ODNR will work with the Project Sponsor (you) to successfully complete your project in compliance with Tax Exempt State Bond requirements. The following sequential steps will be followed:

1. The Project Sponsor (you) completes the Project Information Package in Section One of the Guide to Capital Improvement Community Parks, Recreation, & Conservation Projects. Please submit the completed Project Information Package (pages 3-11 only) to the ODNR Office of REALM. This is needed to assure that the project and the Project Sponsor meet Tax Exempt State Bond eligibility requirements. ODNR will review your submittal and contact you if there are any questions.

   For your convenience the fillable guide is located online:
   http://realestate.ohiodnr.gov/capital-projects Please be sure to use the HB 529 guide.
   If you prefer to receive this guide in paper format, email your request to
   timothy.robinson@dnr.state.oh.us

   Upon approval of the completed Project Information Package, ODNR will send the Project Sponsor a state – local project contract. The Project Sponsor signs this contract & returns it to the ODNR Office of REALM.

2. After receipt of the signed contract, ODNR will submit a request to the State Controlling Board for approval and release of funds for the project. This will take several weeks. Upon State Controlling Board approval, the state-local project contract will be executed, and the Project Sponsor will receive a copy. Qualifying Project Sponsors may then request partial advance of funds to begin the project.

3. Upon significant project progress, the Project Sponsor may submit reimbursement requests to the ODNR Office of REALM. These documented expenditures will be counted against any advance already issued. After the amount of an advance is met, reimbursements for properly documented expenditures will be made until the granted amount has been completely reimbursed. Because of time constraints associated with Tax Exempt State Bonds, Project Sponsors are strongly encouraged to complete projects by the end of the current biennium, June 30th, 2020.

If you have any questions please do not hesitate to contact me at (614) 265-6477 or Tim Robinson at (614) 265-6528. Good luck with your project.

Sincerely,

Mary Fitch

Mary Fitch
Recreation Services Administrator
mary.fitch@dnr.state.oh.us

CERTIFICATE OF FUNDS

In the Matter of: ODNR - Capital Improvement Community Park

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the City of Sandusky under the foregoing Contract 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 an appropriate fund, free from any previous encumbrances. This certificate is given compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Dated: 1/8/2020

By: Michelle Reeder

Michelle Reeder

Finance Director

Account #: 431-6860-55990

431-6640-55990

RESOLUTION NO.__________

A RESOLUTION APPROVING AND RATIFYING THE SUBMISSION OF AN APPLICATION FOR FINANCIAL ASSISTANCE THROUGH THE OHIO DEPARTMENT OF NATURAL RESOURCES FOR CAPITAL IMPROVEMENT FUNDS FOR THE JACKSON STREET PIER AND SHORELINE DRIVE REHABILITATION PROJECTS; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the 132nd General Assembly of the State of Ohio, through House Bill 529, has appropriated Capital Improvement funds for Community Parks, Recreation, and Conservation projects and these funds will be administered by the Ohio Department of Natural Resources (ODNR) Office of Real Estate & Land Management (REALM); and

WHEREAS, the City submitted a Project Information Package to the Ohio Department of Natural Resources for both the Jackson Street Pier Rehabilitation Project and the Shoreline Drive Rehabilitation Project in the Spring of 2018, and received notification of an award in the amount of $75,000.00 for the projects by letter dated June 27, 2018; and

WHEREAS, the funds will be released to the City on a reimbursable basis upon documentation of expenditures and the reimbursements will be placed into the City's Capital Projects Fund; 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 ratify the submission of the application and execute the grant agreement so once the agreement is fully executed, the funds can be released to the State of Ohio and the City can begin submitting documentation for reimbursement; 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 **Resolution** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter; and NOW, THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. This City Commission hereby approves and ratifies the submission of an application for financial assistance through the Ohio Department of Natural Resources for Capital Improvement funds for the Jackson Street Pier Rehabilitation Project and the Shoreline Drive Rehabilitation Project.

Section 2. The City Manager is authorized to furnish such additional information as the Ohio Department of Transportation may require in connection with the City's applications and to execute any contracts or agreements on behalf of the City and to provide all necessary information for cost reimbursement.

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

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

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

____

PRESIDENT OF THE CITY COMMISSION

ATTEST: __________________________________

KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: January 13, 2020

DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5829
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Jane E. Cullen, P.E.

Date: January 1, 2020

Subject: Commission Agenda Item- Award the West Side Utility and Connectivity Improvements Project

ITEM FOR CONSIDERATION: Legislation awarding a contract to Speer Bros., Inc. of Sandusky, Ohio for the West Side Utility and Connectivity Improvements Project

BACKGROUND INFORMATION: This project consists of four components consisting of the water distribution system, storm sewers, resurfacing and walkability/connectivity on the west end of town. The proposed improvements are located along Venice Road west of Edgewater Avenue, Edgewater Avenue and the Sagamore, Linden, Elwood and Wuertz neighborhoods. City commission approved the Public works department to received bids at the October 28th, 2019 meeting per resolution 041-19R.

WATER: The 8-inch water main along Venice Road will be replaced with a new 10-inch water main. The 6-inch water mains will be completely replaced in the Sagamore, Linden, Elwood and Wuertz neighborhoods.

STORM SEWER: This project will install storm sewers in the Edgewater, Sagamore, Linden, Elwood and Wuertz neighborhoods. Venice Road will have storm sewers installed in various locations on both the north and south sides of the road.

RESURFACING: Edgewater Avenue south of Venice Road and the Sagamore, Linden, Elwood and Wuertz area will be resurfaced with this project. Venice Road is being resurfaced with the ODOT Urban paving project that will start in late spring of 2022

WALKABILITY/CONNECTIVITY: This project will provide for a new 10-foot asphalt multi-use path on the north side of Venice Road from Edgewater Avenue to just east of the Cold Creek bridge. There is a new 4-foot concrete sidewalk to be installed from the eastern intersection of Mill Pond Drive to the eastern intersection of Cold Creek Boulevard where there will be a crosswalk across Venice Road with a solar powered rapid flashing beacon (RRFB) sign assembly

A total of nine bids were received on Tuesday, December 10, 2019 at a formal public bid opening:

E.S. Wagner Co. Oregon, OH	Bid: $6,034,294.26 100% Bid Bond
Hillabrand & Sons Construction Millbury, OH	Bid: $5,590,498.00 100% Bid Bond

Fabrizi Truckying & Paving Co., Inc. Middleburg Heights, OH	Bid: $5,525,188.50 100% Bid Bond
Tri Mor Corp. Twinsburg, OH	Bid: $5,485,249.00 100% Bid Bond
Mosser Construction Inc. Fremont, OH	Bid: $5,174,181.00 100% Bid Bond
DiGioia – Suburban Excavating, LLC North Royalton, OH	Bid: $5,169,175.00 100% Bid Bond
Underground Utilities, Inc. Monroeville, OH	Bid: $4,726,257.40 100% Bid Bond
Buckeye Excavating & Construction, Inc. Norwalk, OH	Bid: $4,519,333.25 100% Bid Bond
Speer Bros., Inc. **Sandusky, OH**	**Bid: $4,407,163.00** **100% Bid Bond**

The engineer's estimates for the project was $6,250,000.00
The contractual schedule for completion of construction is Friday, May 14, 2021.

The Local preference policy (Chapter 149 Sandusky's Codified Ordinances) was applied when reviewing the bids and Speer Bros. Inc. is determined to be the lowest and best bid

BUDGETARY INFORMATION: The cost of construction is $4,407,163.00 will be paid as described below.

Fund Name	Cost	Percentage
Sewer Fund, Storm Water	$1,947,568.00	44.19%
Water Fund	$1,962,478.00	44.53%
Sewer Fund, Sanitary	$ 29,000.00	0.66%
Issue 8 (2019 Pathway)	$ 203,775.00	4.62%
Capital (2019 Pathway)	$ 200,000.00	4.54%
Issue 8 (Street)	$ 64,342.00	1.46%
Total	$4,407,163.00	100%

The City will seek loan opportunities through a low interest Ohio Water Development Authority (OWDA) for all funds related to sewer and water. Request for approval to apply for a low interest OWDA loan is in companion legislation.

ACTION REQUESTED: It is recommended that proper legislation be prepared to award a contract to Speer Bros., Inc. of Sandusky, Ohio for the West Side Utility and Connectivity Improvements Project in an amount not to exceed $4,407,163.00 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 allow the contractor to begin construction activities this spring, since the contractor has summer time restrictions on preforming work on Venice Road due to the seasonal tourist traffic between Memorial Day and Labor Day.

I concur with this recommendation:

______________________________	______________________________
Eric Wobser	Aaron Klein, P.E.
City Manager	Director

cc: K. Kresser, Commission Clerk; S. Martin, Acting Finance Director; T. Hayberger, Law Director

CERTIFICATE OF FUNDS

In the Matter of: Speer Bros. - West Side Utility

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the City of Sandusky under the foregoing Contract 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 an appropriate fund, free from any previous encumbrances. This certificate is given compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Dated: ______1/8/2020__________________________

By: Michelle Reeder

Michelle Reeder

Finance Director

Account #: 612-5700

613-5700

613-5570

431-6200

431-3462

431-6201

ORDINANCE NO.__________

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH SPEER BROS., INC., OF SANDUSKY, OHIO, FOR THE WEST SIDE UTILITY & CONNECTIVITY IMPROVEMENTS PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the West Side Utility & Connectivity Improvements Project consists of four (4) components involving the water distribution system, storm sewers, resurfacing, and walkability/connectivity on the west end of the City and provides for improvements along Edgewater Avenue, the Sagamore Street and Linden Street neighborhoods, and Venice Road from Edgewater Avenue to just east of Cold Creek Bridge and includes the replacement of water mains, new storm sewers, multi-use paths and new sidewalks; and

WHEREAS, the City Commission previously approved an agreement with DLZ Ohio, Inc., of Cleveland, Ohio, for Professional Design Services for the West Side Utility & Connectivity Improvements Project by Ordinance No. 17-226, passed on December 11, 2017; and

WHEREAS, the City Commission previously approved an agreement with O.R. Colan Associates of Fairview Park, Ohio, for professional property and easement acquisition services for the West Side Utility & Connectivity Improvements Project by Ordinance No. 19-101, passed on May 28, 2019; and

WHEREAS, the City Commission declared the necessity to proceed with the proposed West Side Utility & Connectivity Improvements Project by Resolution No. 041-19R, passed on October 28 , 2019; and

WHEREAS, upon public competitive bidding as required by law nine (9) appropriate bids were received and the bid from Speer Bros., Inc. of Sandusky, Ohio, was determined to be the lowest and best bid; and

WHEREAS, the construction cost of this project is $4,407,163.00 and will be paid as follows:

Sewer Funds (Storm Water)	$	1,947,568.00
Water Funds	$	1,962,478.00
Sewer Funds (Sanitary)	$	29,000.00
Issue 8 Funds (2020 Sandusky Bay Pathway)	$	203,775.00
Capital Funds (2020 Sandusky Bay Pathway)	$	200,000.00
Issue 8 Funds (Street)	$	64,342.00
Total	$	4,407,163.00

WHEREAS, approval is being requested in companion legislation to enter into a professional services agreement with K.E. McCartney & Associates, Inc., of Mansfield, Ohio, for contract administration and inspection services and to approve a Cooperative Agreement with the Ohio Water Development Authority (OWDA) to finance the cost of design and construction for the West Side Utility and Connectivity Improvements Project; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to allow the contractor to begin construction activities this spring as there are time restrictions on performing work on Venice Road during the summer due to seasonal tourist traffic between Memorial Day and Labor Day and to complete the project prior to the construction completion deadline of May 14, 2021; and

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

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

Section 1. The City Manager is authorized and directed to enter into a contract with Speer Bros., Inc., of Sandusky, Ohio, for the West Side Utility & Connectivity Improvements Project in an amount **not to exceed** Four Million Four Hundred Seven Thousand One Hundred Sixty Three and 00/100 Dollars ($4,407,163.00) consistent with the bid submitted by Speer Bros., Inc., of Sandusky, Ohio, currently on file in the office of the Director of Public Works.

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

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

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

____
PRESIDENT OF THE CITY COMMISSION

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

Passed: January 13, 2020

DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5829
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Jane E. Cullen, P.E.

Date: January 2, 2020

Subject: Commission Agenda Item- Contract Administration and Inspection Services for West Side Utility and Connectivity Improvements Project

ITEM FOR CONSIDERATION: Legislation for approval to enter into an agreement for contract administration and inspection services with K.E. McCartney & Associates, Inc. of Mansfield, OH, for the West Side Utility and Connectivity Improvements Project.

BACKGROUND INFORMATION: The Public Works Department will be requesting approval to award the construction contract to Speer Bros., Inc. in companion legislation presented to City Commission.

This project will involve replacement of existing waterlines and installation of new storm sewers along Venice Road west of Edgewater Avenue and the Edgewater Avenue and the Sagamore, Linden, Elwood and Wuertz neighborhoods. A new 10-foot asphalt, multi-use path on the north side of Venice Road from Edgewater Avenue to just east of the Cold Creek bridge. There is a new 4-foot concrete sidewalk to be installed from the eastern intersection of Mill Pond Drive to the eastern intersection of Cold Creek Boulevard. Edgewater Avenue south of Venice Road and the Sagamore, Linden, Elwood and Wuertz area will be resurfaced with this project. Venice Road is being resurfaced with the ODOT Urban paving project that will start in late spring of 2022.

The City of Sandusky accepted Statements of Qualifications to obtain contract administration and inspection services for the West Side Utility and Connectivity Improvements Project on November 8, 2019. K.E. McCartney & Associates, Inc. was selected using a qualifications based selection process as described in Chapter 141 of the City's Codified Ordinances. Six engineering firms submitted qualifications and based on the firm's experience, ability to perform, personnel experience and overall project scope K.E. McCartney & Associates, Inc. was determined to be the most qualified firm.

BUDGETARY INFORMATION: The estimated amount of the Consultant fee for contract administration and inspection services is not to exceed $484,751.00 and will be split as follows:

Fund Name	Cost	Percentage
Sewer Fund, Storm Water	$214,211.47	44.19%
Water Fund	$215,859.62	44.53%
Sewer Fund, Sanitary	$ 3,199.36	0.66%
Issue 8 (2020 Pathway)	$ 44,403.19	9.16%
Issue 8 (Street)	$ 7,077.36	1.46%
Total	$484,751.00	100%

ACTION REQUESTED: It is recommended that an agreement with K.E. McCartney & Associates, Inc. for contract administration and inspection services for the Contract Administration and Inspection Services for West Side Utility and Connectivity Improvements Project be executed and that the necessary legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter in order for the agreement to be executed so that the consultant can get started with the contract administration and inspection services for the construction project that is to begin in late winter.

I concur with this recommendation:

______________________________ ______________________________

Eric Wobser City Manager	Aaron Klein, P.E. Director

cc: K. Kresser, Commission Clerk; S. Martin, Acting Finance Director; T. Hayberger, Law Director

CERTIFICATE OF FUNDS

In the Matter of: K.E. McCartney - West Side Utility

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the City of Sandusky under the foregoing Contract 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 an appropriate fund, free from any previous encumbrances. This certificate is given compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Dated: ______1/8/2020______________________________

By: Michelle Reeder

Michelle Reeder

Finance Director

Account #: 613-5570

612-5700

613-5700

431-6201

431-6200

ORDINANCE NO. __________

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL SERVICES WITH K.E. MCCARTNEY & ASSOCIATES, INC., OF MANSFIELD, OHIO, FOR CONTRACT ADMINISTRATION AND INSPECTION SERVICES FOR THE WEST SIDE UTILITY & CONNECTIVITY IMPROVEMENTS PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the West Side Utility & Connectivity Improvements Project consists of four (4) components involving the water distribution system, storm sewers, resurfacing, and walkability/connectivity on the west end of the City and provides for improvements along Edgewater Avenue, the Sagamore Street and Linden Street neighborhoods, and Venice Road from Edgewater Avenue to just east of Cold Creek Bridge and includes the replacement of water mains, new storm sewers, multi-use paths and new sidewalks; and

WHEREAS, this City Commission previously approved an agreement with DLZ Ohio, Inc., of Cleveland, Ohio, for Professional Design Services for the West Side Utility & Connectivity Improvements Project by Ordinance No. 17-226, passed on December 11, 2017; and

WHEREAS, this City Commission previously approved an agreement with O.R. Colan Associates of Fairview Park, Ohio, for professional property and easement acquisition services for the West Side Utility & Connectivity Improvements Project by Ordinance No. 19-101, passed on May 28, 2019; and

WHEREAS, this City Commission declared the necessity to proceed with the proposed West Side Utility & Connectivity Improvements Project by Resolution No. 041-19R, passed on October 28 , 2019; and

WHEREAS, K.E. McCartney & Associates, Inc. will be providing project contract administration and inspection services for the West Side Utility & Connectivity Improvements Project and these services 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, pursuant to Chapter 141, Professional Design Services Selection, of the Codified Ordinances of the City, six (6) engineering firms submitted Statements of Qualifications and based on the firm's experience, ability to perform, personnel experience, and overall project scope, K.E. McCartney & Associates, Inc. was determined to be the most qualified; and

WHEREAS, the cost for contract administration and inspection services is $484,751.00 and will be paid as follows:

Sewer Funds (Storm Water)	$	214,211.47
Water Funds	$	215,859.62
Sewer Funds (Sanitary)	$	3,199.36
Issue 8 Funds (2020 Sandusky Bay Pathway)	$	44,403.19
Issue 8 Funds (Street)	$	7,077.36
Total	$	484,751.00

WHEREAS, approval is being requested in companion legislation to award a construction contract to Speer Bros., Inc., of Sandusky, Ohio, and to approve a Cooperative Agreement with the Ohio Water Development Authority (OWDA) to finance the cost of design and construction for the West Side Utility and Connectivity Improvements Project; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to allow the consultant to begin services for the construction project that is to begin in late winter; 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 for Professional Services with K.E. McCartney & Associates, Inc., of Mansfield, Ohio, for contract administration and inspection services for the West Side Utility & Connectivity Improvements 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** Four Hundred Eighty Four Thousand Seven Hundred Fifty One and 00/100 Dollars ($484,751.00).

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.

____
PRESIDENT OF THE CITY COMMISSION

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

Passed: January 13, 2020

AGREEMENT
FOR
PROFESSIONAL SERVICES

This Agreement for Professional Services (this "Agreement"), made as of ______________________, 2020, 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 K.E. McCartney, Inc. (KEM) (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 services for the following project (the "Project"):

Project Name:	Construction Inspection and Construction Management Services
Director of Public Works:	Aaron Klein, P.E.
Address:	Department of Public Works City of Sandusky 240 Columbus Ave Sandusky, Ohio 44870
Architect/Engineer:	K.E. McCartney, Inc. (KEM)
Contact:	Brian Sarratore
Address:	52 N Diamond Street Mansfield, OH 44902

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 services for the Project;

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

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

ARTICLE 1. RESPONSIBILITIES OF ARCHITECT/ENGINEER

1.1. Architect/Engineer's Services

1.1.1. Scope of Services; Applicable Law. The Architect/Engineer shall provide professional services, including, without limitation, services customarily furnished in accordance with generally-accepted architectural or engineering services, for the Project in accordance with the terms of this Agreement. The Architect/Engineer shall provide such services in accordance with the applicable Sections of the Ohio Revised Code and any applicable state rules and regulations, any applicable federal and local statutes, ordinances, rules and regulations and the Contract Documents.

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

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

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

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

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

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

2.1. General

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

ARTICLE 3. ADDITIONAL SERVICES

3.1. General

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

ARTICLE 4. RESPONSIBILITIES OF THE CITY

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

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

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

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

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

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

ARTICLE 5. COMPENSATION

5.1. Direct Personnel Expense

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

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

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

5.2. Reimbursable Expenses

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

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

5.3. Basis of Compensation

5.3.1. Basic Fee. For Basic Services provided by the Architect/Engineer and all Consultants, the City shall pay the Architect/Engineer a Basic Fee in accordance with Paragraph 5.4 hereof in the amount not to exceed $484,751.00 (four hundred eighty-four thousand seven hundred fifty-one dollars) 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 necessary liability insurance (which shall include as a minimum the requirements set forth below) during the term of this Agreement:

a. Workers' Compensation and employer's liability insurance to the full extent as required by applicable law;

b. Commercial general liability coverage for bodily injury and property damage, including limited contractual liability coverage, in not less than the following amounts:

    i. General Aggregate Limit: $2,000,000
    ii. Each Occurrence Limit: $1,000,000 each occurrence;

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

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

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

6.2. Indemnification

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

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

ARTICLE 7. DISPUTE RESOLUTION PROVISIONS

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

7.2. **<u>Notice and Filing of Requests</u>**. 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. **<u>Request Information</u>**. 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. **<u>Meeting with Authorized Representative</u>**. 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. **<u>Appeal to Commission</u>.** 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. **<u>Delegation</u>**. 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. **<u>Performance</u>**. 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. <u>Termination of Agreement</u>

8.1.1. <u>Means of Termination</u>. 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 phase 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 then 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 ____________. 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.

K.E. McCartney, Inc.

By: ______________________________________

By: ______________________________________

CITY OF SANDUSKY, OHIO

By: ______________________________________
Eric L. Wobser
City Manager

APPROVAL:

The legal form and correctness of the within instrument is hereby approved.

____
Trevor Hayberger
Law Director

KEM
K.E. McCartney & Associates, Inc.
ENGINEERS • PLANNERS • SURVEYORS

December 18, 2019

Jane Cullen, P.E.
Asst. City Engineer
Department of Public Works
222 Meigs Street
Sandusky, Ohio 44870

RE: Proposal for Construction Inspection and Construction Management Services West Side Utility & Connectivity Improvements

Dear Ms. Cullen:

Enclosed, please find the proposal to provide Construction Inspection and Construction Management Services for the referenced project.

KEM proposes to provide Construction Engineering Services per the attached "Exhibit A", invoiced on an hourly rate basis as required. The specific needs for this project on a daily basis, will vary depending on the contractor's schedule, critical items of work and weather conditions.

K.E. McCartney & Associates, Inc. appreciates the opportunity to be considered for providing construction services to the City of Sandusky, and we look forward to working with you and your staff on this project. If there are any questions, or further information is required, please contact me at 419-525-0093 Ext. 331.

Sincerely,
K.E. McCARTNEY & ASSOCIATES, INC.

Brian P. Sarratore

Brian P. Sarratore
Construction Services Manager

“EXHIBIT “A”

Scope of Services and Compensation
West Side Utility & Connectivity Improvements
City of Sandusky

A. Duties and Responsibilities

K.E. McCartney & Associates, Inc. (ENGINEER) shall provide project coordination, construction administration and inspection services and shall serve as the City of Sandusky’s liaison with the Contractors, and assist them in understanding the detailed scope and intent of the Contract Documents. The ENGINEER shall provide an experienced Construction Project Manager to oversee all construction activities for the Project. The ENGINEER shall comply with all the requirements related to construction contract administration activities.

B. Construction Administration Phase

The ENGINEER will coordinate and conduct the Pre-Construction meeting.

The ENGINEER will respond to all Requests for Information submitted by the Contractor or City of Sandusky during construction.

The ENGINEER will schedule and conduct regular progress meetings.

The ENGINEER will be responsible for tracking the work schedule and updates.

The ENGINEER shall act as a liaison between the City of Sandusky and the Contractor.

The ENGINEER will assist the City of Sandusky in the review and negotiation of Contractor change order requests.

The ENGINEER will provide administrative support for the resident project engineer and field personnel. Clerical support is also to be provided for the field staff for the preparation of reports and other project documentation.

The ENGINEER shall supply experienced technicians to perform site inspection. These technicians shall work under the direct supervision of the Construction Project Manager described above.

The ENGINEER shall perform all functions of Prevailing Wage, EEO and DBE Compliance for the City of Sandusky. The ENGINEER shall perform and record prevailing wage interviews as required. Violations and/or discrepancies to be resolved prior to project closeout.

The ENGINEER shall transmit to the Contractor all clarifications and modifications to the Contract Documents as directed by the City of Sandusky.

The ENGINEER shall transmit to the City of Sandusky all reasonable requests for modifications to the Contract Documents from the Contractor.

The ENGINEER shall provide assistance to the City of Sandusky in coordinating and communicating the work with affected property owners.

C. Resident Inspector Phase

Construction Inspection
The ENGINEER'S Inspector(s) shall be present during all critical on-site activities by the Contractor and conduct observations of the work in progress to determine compliance with contract requirements.

The ENGINEER'S Inspector shall be present during and shall verify results for all field quality control tests required by the Contract. The ENGINEER'S Inspector will verify that the Contractor is maintaining adequate records.

The ENGINEER'S Inspector shall attend all pre-construction, construction progress, post construction and other meetings between the City of Sandusky and the Contractor.

Reports
The ENGINEER shall furnish the City of Sandusky detailed and legible written and verbal daily reports detailing the progress of the work, tabulated quantity expenditures, commentary on quality control events, progress on the construction schedule, contacts with members of the public, all test data and any other comments relative to the project.

The ENGINEER shall notify the City of Sandusky of non-routine test results, inspections, or major phases of work.

The ENGINEER'S Inspectors shall submit all reports on standard forms approved by the City of Sandusky.

The ENGINEER shall call to the attention of the Contractor any and all deviations from the Contract Documents, any shortcomings in maintenance of traffic or any unnecessary inconveniences imposed on access to private properties. Any lack of corrective action or lack of cooperation shall immediately be referred to the City of Sandusky for further action.

The ENGINEER shall reject non-specified materials, either during the submittal phase, or as they arrive at the project site.

The ENGINEER shall determine the accuracy of Contractor pay requests and resolve discrepancies with the Contractor as an agent of the City of Sandusky. Pay requests shall then be forwarded to the City of Sandusky with recommendations, resulting tabulated item balances, work completed and materials and equipment delivered to the site but not incorporated in the work. All pay requests will be reviewed by the City of Sandusky, in correlation with the daily reports, prior to processing. All pay requests disputes between the ENGINEER and the Contractor will be resolved by the City of Sandusky.

Testing
The ENGINEER shall provide field quality control construction testing services of Contractor-placed materials in compliance with Contract Plans and Specifications.

Project Completion
The ENGINEER shall submit to the Contractor and the City of Sandusky a list of observed deficiency items that require correction.

The ENGINEER shall conduct inspections with the City of Sandusky and Contractor after the Contractor has addressed the deficiency list and prepares a new list of deficiencies, if needed.

The ENGINEER shall verify all contract items have been completed and make acceptance recommendations to the City of Sandusky.

The ENGINEER shall provide all required Contract Administration and supervision of the performance of its on-site personnel and shall insure that the requirements of the contract are fulfilled. The ENGINEER'S Project Manger shall be the point of contact for the City of Sandusky in regard to Contract performance and administration and shall act in a general consulting capacity to the City of Sandusky with regard to constructability issues.

The ENGINEER shall prepare all closeout documentation and files required by the contract, including review of those files with City of Sandusky representatives. The ENGINEER shall review the accuracy of the Contractor's as-built drawings and coordinate the submission of these drawings to the City of Sandusky upon completion of the project.

The authority of the ENGINEER shall have the following limitations, except as duly authorized in writing by the Engineer and agreed upon by the ENGINEER:

- Deviations from the Contract Documents and any changes in materials or equipment shall not be authorized.
- The ENGINEER will not perform any function that is the responsibility of the Contractor or any of the Contractor's suppliers or sub contractors.
- No directives shall be expressed to the Contractor as to the means, methods, techniques, sequences, or procedures of construction outside of those detailed in the contract documents or as directed by the City of Sandusky.
- No directives shall be expressed as the Contractor's safety programs or procedures.
- The ENGINEER shall not be liable for defective work, acts of omission or operating procedures of the Contractor.

D. Compensation

1. Professional services will be provided on an hourly rate basis, per the attached Hourly Rate Calculation Schedule.
2. Vehicle reimbursement will be at the daily rate of $49.00 for company owned vehicles and at 0.52 per mile for employee owned vehicles.
3. Concrete Control Kit reimbursement will be at the daily rate of $25.00.
4. Subconsultant costs will be invoiced at actual costs.
5. KEM anticipates utilizing PSI, for material testing services related to concrete and compaction testing.
6. KEM can provide necessary services immediately upon authorization to proceed.
7. The maximum prime compensation shall not exceed $484,751.00. All costs shall be included in the prime compensation.

SUBMITTED BY:
K.E. MCCARTNEY & ASSOCIATES, INC.

Brian P. Sarratore 12/18/19
Brian P. Sarratore
Construction Services Manager

APPROVED BY:
City of Sandusky

KEM

K.E. McCartney & Associates, Inc.

ENGINEERS • PLANNERS • SURVEYORS

Cost Proposal Breakdown

Construction Management and Inspection Services
Contract Duration = 18 Months
Est. Start Date: Winter 2020 Completion: June 2021

West Side Utility & Connectivity Improvements
City of Sandusky

Labor

Task	Proj. Mgr.	Proj. Eng.	R.P.R.
	Estimated Hours		
Pre Construction Meeting	4.0	4.0	-
Scheduling	8.0	---	---
Project Updates for City	8.0	---	
Shop Drawing & Materials Review	40.0	120.0	-
Const. Progress Meetings	32.0	32.0	12.0
Progress Payments	32.0	40.0	---
On Site Inspection \ Coordination	240.0	1,200.0	2,500.0
On Site Testing	-	16.0	40.0
Certified Payrolls\ DBE \ EEO (Wage Interviews)	20.0	40.0	12.0
Reports & Records	16.0	24.0	-
Project Closeout \ Internal Audit	12.0	24.0	-
Post Construction Finalization	8.0	8.0	-
Total Hours	420.0	1,508.0	2,564.0
Hourly Rate	$ 148.00	$ 113.00	$ 90.00
Sub Total - Labor	$ 62,160.00	$ 170,404.00	$ 230,760.00
		Total - Labor	**$ 463,324.00**

Remarks: Labor Rates include allowable overhead and net fee per attached breakdown.

Reimbursables

Testing \ Subconsultants:			
	Concrete Control Testing Equipment - 8 Days @ $25/day		$ 200.00
	Misc. Testing		$ 4,500.00
		Sub Total - Testing	$ 4,700.00
Vehicles:	Vehicle for R.P.R. & Project Engineer @ $49.00/day	308	$ 15,092.00
	Estimated Mileage for Proj. Mgr. & Proj. Eng. at current I.R.S. allowable rate of $0.545/mile	3,000	$ 1,635.00
		Total - Reimbursables	**$ 21,427.00**
		Grand Total	**$ 484,751.00**

KEM Quality since 1978

BPd

Hourly Rate Calculations

Instructions - Insert information in yellow highlighted cells only. On Sheet 2, input information to determine rates per classification. Hourly rates will be calculated automatically.

Agreement No.:	
C-R-S:	Venice Rd. Pump Station Imp.
Firm Name:	K.E.McCartney & Assoc., Inc.

Company Overhead:	177.90%
Average Overhead:	156.68%
Cost of Money:	1.42%
Net Fee %:	10%
The Company records OT premim as:	Direct Labor
Does the company anticipate billing overtime?	Yes

Classification	1.5X OT?	Avg. Raw Rate	Overhead	C.O.M	Net Fee	Computed Straight Time/OT Exempt Billing Rate[1]	Computed Overtime Billing Rate[1]
Project Manager	**No**	$48.50	$86.28	$0.69	$12.45	**$148**	**$148**
Project Engineer	**No**	$37.00	$65.82	$0.53	$9.50	**$113**	**$113**
Project Inspector	**Yes**	$29.50	$52.48	$0.42	$7.57	**$90**	**$131**
Eng. \ Documentation Clerk	**Yes**	$16.00	$28.46	$0.23	$4.11	**$49**	**$71**

[1] **Note**: Rounded the nearest dollar.

Average Raw Rate Calculations per Classification

Agreement No.:
C-R-S: Venice Road Pump Station Improvements
Firm Name: K.E.McCartney & Assoc., Inc.

Instructions - Insert classification descriptions as applicable. They will be carried forward to Sheet 1. Input employee names or ID along with their rate. Rates should be actual employee pay rates. Add lines as needed for additional employee rates if necessary. For each classification, indicate whether employees in the classification are eligible for overtime paid at time-and-a-half (non-exempt). Average rates for each classification will be calculated automatically and exported to Sheet 1.

Project Manager	
Is overtime paid at 1.5X? ------->	No
Employee Name or I.D	**Rate**
KEM-003	$48.50
Average Raw Rate	**$48.50**

Project Engineer	
Is overtime paid at 1.5X? ------->	Yes
Employee Name or I.D	**Rate**
KEM-005	$37.00
Average Raw Rate	**$37.00**

Project Inspector	
Is overtime paid at 1.5X? ------->	Yes
Employee Name or I.D	**Rate**
KEM-017	$29.50
KEM-015	$29.50
Average Raw Rate	**$29.50**

Eng. \ Documentation Clerk	
Is overtime paid at 1.5X? ------->	Yes
Employee Name or I.D	**Rate**
TBD	$16.00
Average Raw Rate	**$16.00**

DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5829
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Jane E. Cullen, P.E.

Date: January 3, 2020

Subject: Commission Agenda Item – OWDA Loan for the West Side Utility & Connectivity Improvements Project

ITEM FOR CONSIDERATION: Ordinance approving a cooperative agreement between the City of Sandusky and the Ohio Water Development Authority (OWDA) to provide a low-interest loan to finance the cost of design and construction for the Storm Sewer, Sanitary and Water, as part of the West Side Utility & Connectivity Improvements Project.

BACKGROUND INFORMATION: The City began the planning and design process for the West Side Utility & Connectivity Improvements Project late in 2017, which was fueled by the area being in need of infrastructure improvements to the water and storm lines. After thorough investigation and design work, the project consists of four components consisting of the water distribution system, storm sewers, resurfacing and walkability/connectivity on the west end of town. The proposed improvements are located along Venice Road west of Edgewater Avenue, Edgewater Avenue and the Sagamore, Linden, Elwood and Wuertz neighborhoods. Please see companion legislation to award the project for additional project details.

The Ohio Water Development Authority has been created to carry forward the declared public policy of the State of Ohio to preserve, protect, upgrade, conserve, develop, utilize and manage the water resources of Ohio and to assist and cooperate with other governmental agencies in achieving such purposes through the establishment, operation and maintenance of water development projects. The City of Sandusky desires to obtain a loan from the OWDA to finance the cost of design, construction administration, inspection and construction activities for the Storm Sewer, Sanitary and Water, as part of the West Side Utility & Connectivity Improvements Project.

BUDGETARY INFORMATION: The total cost of the loan will be as follows:

Construction	\$3,939,046.00
Design	\$551,133.00
Construction Administration & Inspection	\$433,270.45
Contingency (10%)	\$393,904.60
OWDA Administrative Fee (0.35%)	\$18,611.00
Capitalized Interest (2.10%)	\$149,407.02
	\$5,485,372.07

The entire cost would be reimbursed over 30 years from the Sewer and Water Funds via a low interest loan. Final loan amount will be based on actual final construction costs.

ACTION REQUESTED: It is requested that an Ordinance be passed to allow the City Manager and the Finance Director to enter into a cooperative agreement with the Ohio Water Development Authority under suspension of the rules in accordance with Section 14 of the City Charter so the application can be filed with the Ohio Water Development Authority by February 1, 2020. This will allow OWDA to approve the loan, which will coincide with the construction phase allowing reimbursement to the City for payments made.

I concur with this recommendation:

______________________________	______________________________
Eric Wobser City Manager	Aaron M. Klein, P.E. Director

cc: K. Kresser, Commission Clerk; S. Martin, Acting-Finance Director; T. Hayberger, Law Director

CERTIFICATE OF FUNDS

In the Matter of: OWDA - West Side Utility Loan

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the City of Sandusky under the foregoing Contract 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 an appropriate fund, free from any previous encumbrances. This certificate is given compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Dated: ______1/8/2020___________________________

By: Michelle Reeder

Michelle Reeder

Finance Director

Account #: ______________________________

ORDINANCE NO.__________

AN ORDINANCE AUTHORIZING A COOPERATIVE AGREEMENT BETWEEN THE CITY OF SANDUSKY AND THE OHIO WATER DEVELOPMENT AUTHORITY (OWDA) TO FINANCE THE COST OF DESIGN AND CONSTRUCTION FOR THE WEST SIDE UTILITY & CONNECTIVITY IMPROVEMENT PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the proposed West Side Utility & Connectivity Improvements Project consists of four (4) components involving the water distribution system, storm sewers, resurfacing, and walkability/connectivity on the west end of the City and provides for improvements along Edgewater Avenue, the Sagamore Street and Linden Street neighborhoods, and Venice Road from Edgewater Avenue to just east of Cold Creek Bridge and includes the replacement of water mains, new storm sewers, multi-use paths and new sidewalks; and

WHEREAS, this City Commission previously approved an agreement with DLZ Ohio, Inc., of Cleveland, Ohio, for Professional Design Services for the West Side Utility & Connectivity Improvements Project by Ordinance No. 17-226, passed on December 11, 2017; and

WHEREAS, this City Commission previously approved an agreement with O.R. Colan Associates of Fairview Park, Ohio, for professional property and easement acquisition services for the West Side Utility & Connectivity Improvements Project by Ordinance No. 19-101, passed on May 28, 2019; and

WHEREAS, this City Commission declared the necessity to proceed with the proposed West Side Utility & Connectivity Improvements Project by Resolution No. 041-19R, passed on October 28 , 2019; and

WHEREAS, approval is being requested in companion legislation to award a construction contract to Speer Bros., Inc., of Sandusky, Ohio, and enter into an professional services agreement for contract administration and inspection services with K.E. McCartney & Associates, Inc., of Mansfield, Ohio, for the West Side Utility and Connectivity Improvements Project; and

WHEREAS, the Ohio Water Development Authority (OWDA) has been created, among other reasons, to carry forward the declared public policy of the State of Ohio to preserve, protect, upgrade, conserve, develop, utilize and manage the water resources of Ohio, to prevent or abate the pollution of water resources, to promote the beneficial use of waters of Ohio for the protection and preservation of the comfort, health, safety, convenience and welfare, and the improvement of the economic and general welfare and employment opportunities of and the creation of jobs for the people of Ohio, and to assist and cooperate with other governmental agencies in achieving such purposes through the establishment, operation and maintenance of water development projects pursuant to Chapter 6121 of the Ohio Revised Code; and

WHEREAS, the City of Sandusky (referred to as the "LGA" in the Cooperative Agreement) desires to obtain a loan from the OWDA to finance the cost of certain design and construction activities on the terms as set forth in the "Cooperative Agreement for Construction, Maintenance and Operation of State Water Project or Wastewater Project", a copy of which is marked Exhibit "1" attached to this Ordinance and is specifically incorporated as if fully rewritten herein; and

WHEREAS, the City of Sandusky desires a loan from the Ohio Water Development Authority (OWDA) in the amount of $5,485,372.07 to finance the cost of design and construction for the West Side Utility & Connectivity Improvements Project as follows:

Construction	$ 3,939,046.00
Design	$ 551,133.00
Construction Administration & Inspection	$ 433,270.45
Contingency (10%)	$ 393,904.60
OWDA Administrative Fee (0.35%)	$ 18,611.00
Capitalized Interest (1.85%)	$ 149,407.02
Total	$ 5,485,372.07

; 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 submit the application to the OWDA by February 1, 2020, which will allow approval of the loan by the OWDA to coincide with the construction phase, allowing reimbursements to the City for payments made; 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; and NOW, THEREFORE,

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

Section 1. This City Commission (LGA) hereby approves the design and construction activities for the West Side Utility & Connectivity Improvements Project and to finance the costs of these activities in cooperation with the OWDA under the provisions, terms and conditions set forth in the "Cooperative Agreement for Construction, Maintenance and Operation of State Water Project or

Wastewater Project" substantially in the same form as attached hereto marked Exhibit “1”.

Section 2. The City Manager and the Finance Director are hereby authorized and directed to execute the Agreement on behalf of the City in substantially the same form of the Agreement attached hereto and together with such revisions or additions as are approved by the Law Director as not being substantially adverse to the City and as being consistent with carrying out the City’s public purpose.

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

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

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

____
PRESIDENT OF THE CITY COMMISSION

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

Passed: January 13, 2020

COOPERATIVE AGREEMENT FOR CONSTRUCTION, MAINTENANCE AND OPERATION OF STATE WATER PROJECT OR WASTEWATER PROJECT

THIS AGREEMENT made and entered into as of the date specified on Schedule I hereto (the "Term Sheet," which is fully incorporated herein and made a part hereof) as the "Agreement Date," by and between the OHIO WATER DEVELOPMENT AUTHORITY, a body corporate and politic organized and existing under the provisions of Chapter 6121 of the Revised Code of Ohio (hereinafter referred to as the "OWDA") and the governmental body specified as the "LGA" on the Term Sheet (hereinafter referred to as the "LGA"), a governmental body organized and existing under the laws of the State of Ohio and acting pursuant to an ordinance or a resolution passed by the legislative authority thereof on the date specified on the Term Sheet as the Resolution Date;

WITNESSETH:

WHEREAS, the OWDA has been created, among other reasons, to carry forward the declared public policy of the State of Ohio to preserve, protect, upgrade, conserve, develop, utilize and manage the water resources of the state, to prevent or abate the pollution of water resources, to promote the beneficial use of waters of the state for the protection and preservation of the comfort, health, safety, convenience, and welfare, and the improvement of the economic and general welfare and employment opportunities of and the creation of jobs for the people of the state, and to assist and cooperate with other governmental agencies in achieving such purposes through the establishment, operation and maintenance of water development projects pursuant to Chapter 6121 of the Revised Code; and

WHEREAS, the water system or wastewater system (hereinafter more fully defined and referred to as the "System") of the LGA will require the supply of services (the "Services") for the treatment and/or transmission of drinking water (in the case of a water project) or for the treatment or disposal of wastewater (in the case of a wastewater project) from the construction, operation and maintenance of new or additional facilities (which facilities are hereafter referred to as the "Project Facilities"); and

WHEREAS, the LGA is desirous of obtaining the Services for the System in cooperation with the OWDA; and

WHEREAS, the OWDA is willing to cooperate with the LGA in obtaining such Services, and the LGA has given the OWDA reasonable assurances that the LGA will make the payments hereinafter provided for and will fulfill its other obligations hereunder; and

WHEREAS, the OWDA and LGA have determined to enter into this Agreement to set forth their respective obligations with respect to the financing, construction, operation and ownership of the Project Facilities;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto do hereby agree as follows:

ARTICLE I - DEFINITIONS

Except where the context clearly indicates otherwise, the following terms as used in this Agreement shall have the meaning ascribed to them in this Article:

DEFINITIONS RELATING TO PHYSICAL FACILITIES

(a) "Approved Application" means the application of the LGA dated as of the dated specified on the Term Sheet as the "LGA Application Date," submitted to the OWDA, together with all attachments, supporting documentation, amendments and supplements thereto as approved by the OWDA on the date specified on the Term Sheet as the "OWDA Application Approval Date," together with any amendments thereto approved by the LGA and the OWDA after the date of this Agreement.

(b) "Project Facilities" means the facilities to be constructed pursuant to this Agreement as described generally in Exhibit A attached hereto and made a part hereof and more particularly described in the Approved Application together with any changes therein made pursuant to Article III hereof.

(c) "Project Site" means all land, rights-of-way, property rights, easements, franchise rights or other interests in real estate necessary for the construction and operation of the Project Facilities.

(d) "System" means the facilities of the LGA specified as the "System" on the Term Sheet.

DEFINITIONS RELATING TO COSTS

(e) "Eligible Project Costs" shall include, whether incurred before or after the date of this Agreement (but if incurred prior to the date hereof, subject to the restrictions set forth in the first proviso below), the following costs of the Project Facilities and the Project Site: the purchase price of the Project Site when acquired by purchase, or the value thereof when appropriated as found by the jury, together with the costs of the proceedings and the damages assessed in favor of any owner of the adjoining lands and interests therein, subject to the second proviso set forth below; the cost of demolishing or removing any buildings or structures on the Project Site, including the cost of acquiring any lands to which such buildings or structures may be removed, subject to the second proviso set forth below; the cost of diverting highways, interchange of highways, and access roads to private property, including the cost of easements therefor, subject to the second proviso set forth below; the costs of construction of the Project Facilities including, but not limited to, the cost of all machinery, furnishings and equipment included therein; interest on all funds disbursed by the OWDA (other than funds paid over to the OWDA by the LGA for disbursement by the OWDA) at the Contract Interest Rate from the date of disbursement by the OWDA of each portion thereof pursuant to Section 3.8 hereof to the first day of the January or the July next preceding the commencement of the Contract Period of Years based on the then existing cost allocations; engineering expenses for the Project Facilities including, but not limited to, the cost of preliminary and other surveys, the cost of preparing plans, estimates and specifications, the cost of all necessary soil and other investigations and laboratory testing, and resident engineering and inspection fees; the cost of printing and publishing the notices and legislation required; legal expenses; administrative expenses of the OWDA in the amount of 0.35% of all Eligible Project Costs other than such administrative expenses, or $400, whichever is the greater; any obligation for the repayment of borrowed money incurred by the LGA to the OWDA under any Cooperative Agreement for State Planning Project between the LGA and OWDA with respect to the Project Facilities, and any other necessary miscellaneous expenditures; provided, however, that Eligible Project Costs shall include costs incurred prior to the date hereof only if and to the extent that, in the opinion of nationally recognized bond counsel satisfactory to the OWDA, the payment of such costs by the OWDA would not cause the interest on any debt obligations of the OWDA to cease to be excluded from gross income for purposes of federal income taxation; and provided further, however, that Eligible Project Costs shall include costs for the acquisition of real property or interests therein (other than easements) only if the OWDA shall have received from the LGA reasonably sufficient assurances as to environmental matters related to such real property. Notwithstanding anything contained herein to the contrary, Eligible Project Costs shall not include any commissions, fees and/or expenses which may be owed by the LGA to a broker or finder as a result of or in connection with the OWDA's agreement to pay the Eligible Project Costs to the LGA as provided herein.

DEFINITIONS RELATING TO PARTICIPATION IN COSTS

(f) "Original Loan Amount" means those Eligible Project Costs that are paid with moneys disbursed out of funds of the OWDA, which costs shall in no event exceed the amount specified on the Term Sheet as the "Maximum Original Loan Amount."

(g) "Semiannual Payment Obligation" means the amount payable semiannually by the LGA to amortize the Original Loan Amount over the Contract Period of Years with interest on the outstanding balance of the Original Loan Amount at the Contract Interest Rate. An estimate of the Semiannual Payment Obligation based on the Maximum Original Loan Amount and the Contract Interest Rate is specified on the Term Sheet beneath the Maximum Original Loan Amount.

If the Contract Period of Years commences prior to the final determination of the Original Loan Amount, the Semiannual Payment Obligation shall be based upon the best figures available at the time the computation of each semiannual payment is required to be made. When such final costs are known, the Semiannual Payment Obligation shall be recomputed and the next following semiannual payment shall be either increased or decreased by a factor sufficient to correct for any overpayment or underpayment through the date of such recomputation so that the total amount received by OWDA over the Contract Period of Years will be the same amount as would have been received had the final Original Loan Amount been used in computing the Semiannual Payment Obligation at the commencement of the Contract Period of Years. The interest during construction computed at the Contract Interest Rate shall, however, be computed based on the then existing cost allocations at the time of such computation and shall not be recomputed.

(h) "Contract Interest Rate" means the rate specified as such on the Term Sheet.

(i) "Contract Period of Years" means the period of the Contract Term specified in the Term Sheet, commencing on the date six months prior to the First Payment Date specified in the Term Sheet.

(j) "Default Rate" means a rate equal to the Contract Interest Rate plus three percentage points.

(k) "Pledged Revenues" means the revenues derived by the LGA from the ownership and operation of the System (including, without limitation, any Special Assessment Funds), net of the costs of operating and maintaining the System and paying all amounts required to be paid under any Mortgage, Indenture of Mortgage, Trust Agreement or other instrument heretofore or hereafter entered into by the LGA to secure debt obligations heretofore or hereafter issued or incurred by the LGA for the System.

(l) "Special Assessment Funds" means the proceeds from the special assessments to be hereafter levied, if any, by the LGA to pay all or a portion of the cost of the Project.

ARTICLE II - PROPERTY INTERESTS IN PROJECT SITE AND PROJECT FACILITIES AND RIGHTS OF ACCESS THERETO

Section 2.1. All real estate and interests in real estate and all personal property constituting the Project Facilities and the Project Site shall be acquired by and shall be the property of the LGA.

Section 2.2. The LGA agrees that the OWDA and its duly authorized agents shall have the right at all reasonable times to enter upon the Project Site and Project Facilities and to examine and inspect the same. The LGA further agrees that the OWDA and its duly authorized agents shall have such rights of access to the Project Site and Project Facilities as may be reasonably necessary to enable the OWDA to exercise its rights pursuant to Section 5.8 hereof.

ARTICLE III - ACQUISITION OF PROJECT SITE, CONSTRUCTION OF PROJECT FACILITIES AND PAYMENT OF COSTS THEREOF

Section 3.1. Subject to the terms and conditions of this Agreement, the LGA shall do all things necessary to construct the Project Facilities on the Project Site (which the LGA hereby represents has been acquired by the LGA) by means of the construction contract(s) specified on Exhibit B hereto. The LGA shall use its best efforts to cause the Project Facilities to be fully operational by the date specified on the Term Sheet as the "Operational Date."

In connection with the construction of the Project Facilities, the LGA agrees that:

(a) The construction contract(s) will provide that the representatives of the OWDA will have access to the work whenever it is in preparation or progress and that the contractor will provide proper facilities for such access and inspection.

(b) The construction of the Project Facilities on the Project Site will be performed in compliance with all applicable federal, state and local environmental laws and regulations in effect as of the date hereof.

(c) All laborers and mechanics employed on the Project Facilities shall be paid at the prevailing rates of wages of laborers and mechanics for the class of work called for by the Project Facilities, which wages shall be determined in accordance with the requirements of Chapter 4115, Ohio Revised Code, for determination of prevailing wage rates.

(d) Prior to the commencement of construction, the LGA will arrange and conduct a preconstruction conference to include representatives of the OWDA, the LGA and the consulting or resident engineers of the LGA and each contractor.

(e) Each construction contract and contractor's estimate form will be prepared so that materials and equipment furnished to the LGA may be readily itemized.

(f) All requests submitted by the LGA for the payment or reimbursement of incurred Eligible Project Costs shall include evidence of the costs incurred and will be prepared so that such costs may be readily itemized.

(g) Any change or changes in a construction contract that would increase the contract price by an amount in excess of one percent (1%) or any change or changes regardless of cost that substantially modify the processes contemplated to be performed by the Project Facilities will be submitted to the OWDA for prior approval.

(h) Notification of all change orders not requiring prior approval of the OWDA will be submitted to the OWDA within one (1) month of the time at which they are ordered by the resident or consulting engineer of the LGA.

(i) The construction of the Project Facilities, including the letting of contracts in connection therewith, will conform to applicable requirements of federal, state and local laws, ordinances, rules and regulations.

(j) The LGA will proceed expeditiously with, and complete, the Project Facilities in accordance with the Approved Application and any surveys, plans, profiles, cross sections and specifications or amendments thereto approved by the Director of Environmental Protection of Ohio.

(k) Notwithstanding anything contained herein to the contrary, the obligation of the OWDA to pay Eligible Project Costs pursuant to the terms and conditions of this Agreement shall expire three (3) years from the date hereof. Upon the expiration of the aforesaid period of years, the OWDA shall not be obligated to pay any additional Eligible Project Costs to the LGA hereunder. In the event that the OWDA, in its sole discretion, decides to pay additional Eligible Project Costs after the expiration of its obligation to do so hereunder, it shall so notify the LGA. No such decision by the OWDA to pay any additional Eligible Project Costs hereunder shall be deemed to constitute an extension of its obligation to pay Eligible Project Costs hereunder.

Except as otherwise provided in this Agreement, the LGA shall have the sole and exclusive charge of all details of the construction of the Project Facilities.

Section 3.2. The LGA shall keep accurate records of the Eligible Project Costs. The LGA shall permit the OWDA, acting by and through the Executive Director of the OWDA or his authorized representatives, to inspect all books, documents, papers and records relating thereto at any and all reasonable times for the purpose of audit and examination, and the LGA shall submit to the OWDA such documents and information as they may reasonably require in connection therewith.

Section 3.3. The LGA shall require that each construction contractor shall furnish a performance and payment bond in an amount at least equal to one hundred percent (100%) of the contractor's contract price as security for the faithful performance of the contractor's contract.

Section 3.4. The LGA shall require that each of its contractors and all subcontractors maintain during the life of their contracts Workers' Compensation Insurance, Public Liability, Property Damage, and Vehicle Liability Insurance, in amounts and on terms that comply with all applicable legal requirements and that are commercially reasonable. Until the Project Facilities are completed and accepted by the LGA, the LGA or (at the option of the LGA) the contractor shall maintain Builders Risk Insurance (fire and extended coverage) on a one hundred percent (100%) basis (completed value form) on the insurable portion of the Project Facilities for the benefit of the OWDA, the LGA, the prime contractor, and all subcontractors, as their respective interests may appear.

Section 3.5. The LGA shall provide and maintain competent and adequate resident engineering services satisfactory to the OWDA covering the supervision and inspection of the development and construction of the Project Facilities and bearing the responsibility of ensuring that construction conforms with the approved surveys, plans, profiles, cross sections and specifications and certifying to the OWDA and the LGA at the completion of construction that construction is in accordance with the approved surveys, plans, profiles, cross sections and specifications or approved amendments thereto.

Section 3.6. Subject to the terms and conditions of this Agreement, the Eligible Project Costs shall be paid by the OWDA. In the event this Agreement is terminated by the OWDA pursuant to, and not in breach of, the provisions of this Agreement, or by subsequent agreement of the parties, or in the event this Agreement is terminated by the LGA, whether or not in breach of the Agreement, the Eligible Project Costs incurred prior to the date of the commencement of the construction of the Project Facilities or the date of such termination, whichever is earlier, shall be paid by the LGA. If such termination takes place following the date of the commencement of the construction of the Project Facilities, all Eligible Project Costs incurred following such commencement date and prior to the date of termination, with the exception of all costs attributable to the acquisition of the Project Site, shall be borne by: (l) the LGA if this Agreement is terminated at such time by the LGA; or (2) by the OWDA if this Agreement is terminated at such time by the OWDA, but in any event, all costs attributable to the acquisition of the Project Site shall be borne by the LGA. Any moneys paid by either party hereto pursuant to this Agreement which become the obligation of the other party under the provisions of this Section shall be repaid in not more than three (3) years after termination with interest on the outstanding balances at the Contract Interest Rate.

Section 3.7. The OWDA may decline to deliver any further certificates of availability of funds pursuant to Section 3.8 hereof from and after any determination by the OWDA that any information furnished to the OWDA, in writing or otherwise, in connection with the LGA's application for the transactions contemplated by this Agreement was false or misleading in any material respect or that such information omitted any other information needed to make the information furnished not false or misleading in any material respect.

Section 3.8. Subject to Section 3.7 hereof, the OWDA shall deliver to the LGA a certificate, certifying that moneys in the amount necessary to pay the Eligible Project Costs obligated or to be obligated up to the Maximum Original Loan Amount are available or are in the process of collection and have been encumbered by the Authority. When such Eligible Project Costs have been incurred and payment requested from the OWDA by the LGA in form and detail satisfactory to the OWDA, the OWDA shall cause to be delivered checks in payment of the invoices, demands for payment, approved contractors' estimates or other evidence of cost incurrence to the persons or entities entitled to payment in conformity with the encumbrance of funds set forth to pay such obligated Eligible Project Costs. The "LGA" represents and agrees that it will not seek or obtain alternative funding for the Eligible Project Costs of the Project Site and the Project Facilities without the prior written consent of the OWDA."

Section 3.9. Upon completion of the Project Facilities, the LGA shall make a full and complete accounting to the OWDA of the final Eligible Project Costs.

ARTICLE IV - PAYMENTS BY LGA

Section 4.1. Subject to the further provisions hereinafter set forth, the LGA agrees to and shall pay semiannually on January 1 and July 1 of each year of the Contract Period of Years, commencing on the First Payment Date (each such date a "Due Date"), to the OWDA, but solely from the Pledged Revenues, the Semiannual Payment Obligation. In the event that the LGA pays less than the full amount due hereunder on any Due Date, then the amount so paid shall be applied first to interest payable hereunder, then to any late charges payable hereunder, and then to the Original Loan Amount payable hereunder. The LGA acknowledges and agrees that the OWDA afforded the LGA the opportunity to choose between a schedule of payments based on equal principal payments and one based on equal debt service payments and that the estimated Semiannual Payment Obligation shown on the Term Sheet reflect the choice of the LGA.

The obligation of the LGA to pay the charges set forth shall not be assignable, and the LGA shall not be discharged therefrom, without the prior written consent of the OWDA. In the event that services supplied by the Project Facilities or any other portion of the System shall cease or be suspended for any reason, the LGA shall continue to be obligated to pay the charges pursuant to this Section 4.1, but solely from the Pledged Revenues. If the LGA does not pay any of the charges set forth in this Section 4.1 on or before the 5th day after the Due Date, the amount of such default shall bear interest at the Default Rate from the Due Date until the date of the payment thereof. Interest at the Default Rate shall be calculated for the actual number of days of default from the Due Date until payment on the basis of a 360 day year. If the LGA does not pay any of the charges set forth in this Section 4.1 on or before the 30th day after the Due Date, in addition to the interest calculated at the Default Rate, a "late charge" of one percent (1%) on the amount of each default shall also be paid to the OWDA by the LGA from the Pledged Revenues for failure to make the payment as provided herein. Thereafter, for each additional thirty (30) days during which the charges remain unpaid, the LGA shall continue to pay from the Pledged Revenues an additional late charge of one percent (1%) on the amount of such default until such charges are paid. In no event shall the OWDA collect interest or late charges in excess of the maximum amount permitted by law. In addition to the foregoing, in the event of a default as aforesaid, all of the costs incurred by the OWDA in curing such default including, but not limited to, court costs and attorney fees, shall (to the extent not previously repaid to the OWDA and to the fullest extent permitted by law) be paid as part of the Eligible Project Costs hereunder and be repaid by the LGA to the OWDA as part of the Original Loan Amount. The Borrower [in other agreements, the "LGA"] represents and agrees that it will not seek or obtain alternative funding for the Eligible Project Costs of the Project Site and the Project Facilities without the prior written consent of the OWDA."

Anything in this Agreement to the contrary notwithstanding, neither the general resources of the LGA shall be required to be used, nor shall the general credit of the LGA be pledged for the performance of any duty under this Agreement, but any payment to be made under this Agreement shall be required to be made only from the Pledged Revenues, which are hereby pledged to such payment; provided, however, that, if otherwise lawful, nothing herein shall be deemed to prohibit the LGA from using, of its own volition, any of its general resources for the fulfillment of any of the terms and conditions of this Agreement.

Section 4.2. It is agreed that, no later than June 15 and December 15 of each year of the Contract Period of Years, the OWDA shall invoice the LGA for the sum payable by the LGA pursuant to Section 4.1 and that payment of each such invoice shall be made by the LGA to the OWDA not later than the first day of the following month. No failure by the OWDA to send any such invoice and no failure by the LGA to receive any such invoice shall relieve the LGA from its obligation to pay the amount due hereunder on the applicable Due Date.

Section 4.3. The LGA hereby agrees that: (a) from and after the completion and placement into operation of the Project Facilities, it will at all times prescribe and charge such rates for the services of the System as shall result in Pledged Revenues at least adequate to provide for the payments required by Section 4.1 hereof and shall from time to time at the request of the Authority cause a study of the sufficiency of the LGA's rates for that purpose to be done by an independent expert acceptable to the OWDA; (b) the LGA will furnish to the OWDA annually reports of the operation and income of the System and also an annual report of the accounts and operations of the System and such other documents as the OWDA may reasonably request in order to respond to requests for documentation from rating agencies or providers or potential providers of credit enhancement for debt obligations of the OWDA, and the LGA will permit the authorized agent of the OWDA to inspect all records, accounts and data of the System at all reasonable times; and (c) that the LGA will segregate the revenues, funds and properties of the System from all other funds and properties of the LGA. All of the obligations under this Section are hereby established as duties specifically enjoined by law and resulting from an office, trust or station upon the LGA within the meaning of Section 2731.01 of the Ohio Revised Code.

Section 4.4. If the LGA pays all or any portion of the Semiannual Payment Obligation from Special Assessment Funds and if any payor of the Special Assessment Funds elects to pay the special assessments in a one-time, lump-sum payment in lieu of having the special assessments certified to the appropriate county auditor for periodic collection, then the LGA may elect to apply the amount of such payment to a reduction of the Original Loan Amount by including that amount with its next payment of the Semiannual Payment Obligation pursuant to Section 4.1 hereof, accompanied by a written notice to the Authority identifying the amount so included and directing the Authority so to apply that amount. Upon the receipt of such payment and notice, the Authority shall recompute the remaining payments of the Semiannual Payment Obligation based on the reduced Original Loan Amount and shall notify the LGA in writing of the reduced amount of the remaining payments.

Section 4.5. In order to enable the OWDA to comply with the requirements of federal securities laws (including, without limitation, Rule 10b-5 and Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended), the LGA agrees to prepare and file with the OWDA or, at the direction of the OWDA, to file with the Municipal Securities Rulemaking Board ("MSRB"), any one or more nationally recognized municipal securities information repositories ("NRMSIRs") or state information depository ("SID"), any annual financial information or material events disclosures that the OWDA may determine it requires to achieve such compliance. The LGA consents to the OWDA's incorporation by reference into OWDA official statements or other OWDA filings with the MSRB, any NRMSIR, or any SID of any official statements or portions thereof, financial statements, or other documents that the LGA may have filed or may file with the MSRB, any NRMSIR, or any SID. In the event the LGA fails to prepare any financial statement or other financial information that this Section requires the LGA to prepare and file with or at the direction of the OWDA, then the OWDA shall have the right (in addition to any other rights it may have to enforce the obligations of the LGA hereunder) to inspect all records, accounts and data of the System and cause the preparation of the required financial statement or information and to employ such professionals as it may reasonably require for that purpose, and to be reimbursed from any available Pledged Revenues for the costs of its doing so. This Section shall not be construed to limit the generality of Section 4.3 hereof.

ARTICLE V - MAINTENANCE, OPERATION, INSURANCE AND CONDEMNATION

Section 5.1. The LGA agrees that during the Contract Period of Years that: (a) it will, subject to its right to contest in good faith the issue of non-compliance, operate the Project Facilities and the System, or cause them to be operated, in compliance with all applicable federal, state and local environmental laws and regulations in effect during such period, and (b) it will, subject to its right to discontinue use or operation of the Project Facilities or the System or any part thereof in accordance with this Agreement, keep the Project Facilities and the System, including all appurtenances thereto and the equipment and machinery therein, or cause them to be kept, in good repair and good operating condition so that the completed Project Facilities and System will continue to operate with substantially the same efficiency as when first constructed.

The LGA shall have the privilege of making additions, modifications and improvements to, making deletions from and discontinuing the use or operation of all or any part of, the Project Site, the Project Facilities, and the System from time to time; provided, that the cost of any additions, modifications and improvements shall be paid by the LGA, and the same shall be the property of the LGA and be included under the terms of this Agreement as part of the Project Site or the Project Facilities, as the case may be, and the System; and provided further that the LGA shall make no modification to, make any deletion from or discontinue the use or operation of all or any part of, the Project Site, the Project Facilities, or the System, the result of which would be a material decrease in the Pledged Revenues without first obtaining the written consent of the OWDA thereto.

Section 5.2. The LGA agrees that it will commence, or will cause to be commenced, operation of the Project Facilities immediately upon the completion of the construction thereof and the receipt of any governmental approvals required for the commencement of their operation, and will not discontinue operation of the Project Facilities or any other part of the System without meeting all conditions to and requirements for such discontinuance imposed by law and this Agreement. The LGA agrees that it will provide adequate operation and maintenance of the Project Facilities and the System to comply with all applicable water quality standards established for the river basin served by the Project Facilities and with all applicable rules and regulations of the Director of Environmental Protection of Ohio. The LGA agrees that sufficient qualified operating personnel will be retained by the LGA to operate the Project Facilities and the System, or will be required to be obtained by any independent contractor engaged by the LGA to operate the Project Facilities and the System or any portion thereof, and that all operational tests and measurements necessary to determine compliance with the preceding sentence will be performed to insure proper and efficient operation and maintenance of the Project Facilities and each other part of the System until the end of the Contract Period of Years or the discontinuance of the operation of the Project Facilities or of such other part of the System in accordance with Section 5.1 and this Section 5.2.

The LGA will permit the OWDA and its agents to have access to the records of the LGA pertaining to the operation and maintenance of the Project Facilities and the System at any reasonable time.

Section 5.3. The LGA agrees to insure, or cause to be insured, the Project Facilities and the System in such amounts as similar properties are usually insured by political subdivisions similarly situated, against loss or damage of the kinds usually insured against by political subdivisions similarly situated, by means of policies issued by reputable insurance companies duly qualified to do such business in the State of Ohio.

Section 5.4. Any insurance policy issued pursuant to Section 5.3 hereof shall be so written or endorsed as to make losses, if any, payable to the OWDA and the LGA as their respective interests may appear. Each insurance policy provided for in Sections 5.3 and 5.6 hereof shall contain a provision to the effect that the insurance company shall not cancel the same without first giving written notice thereof to the OWDA and the LGA at least ten (10) days in advance of such cancellation.

Section 5.5. The net proceeds of the insurance carried pursuant to the provisions of Sections 5.3 and 5.6 hereof shall be applied as follows: (i) the net proceeds of the insurance required in Section 5.3 hereof shall be applied as provided in Section 5.9 hereof, and (ii) the net proceeds of the insurance required in Section 5.6 hereof shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds may be paid.

Section 5.6. The LGA agrees that it will carry, or will cause to be carried, public liability insurance with reference to the Project Facilities with one or more reputable insurance companies duly qualified to do business in the State of Ohio, in minimum amounts of $500,000 for the death of or personal injury to one person and $1,000,000 for personal injury or death for each occurrence in connection with the Project Facilities and $500,000 for property damage for any occurrence in connection with the Project Facilities. The OWDA shall be made an additional insured under such policies.

Section 5.7. Throughout the Contract Period of Years, the LGA shall maintain Workers' Compensation Coverage or cause the same to be maintained in accordance with state law.

Section 5.8. In the event the LGA shall fail to maintain, or cause to be maintained, the full insurance coverage required by this Agreement or shall fail to keep, or cause to be kept, the Project Facilities in good repair and operating condition, or shall fail to operate, or cause to be operated, the Project Facilities in accordance with Section 5.2 hereof, the OWDA may (but shall be under no obligation to) take out the required policies of insurance and pay the premiums on the same or may make such repairs or replacements as are necessary or may hire the necessary operating personnel to insure compliance with Section 5.2 and provide for payment thereof; and all amounts so advanced therefor by the OWDA shall become an additional obligation of the LGA to the OWDA which amounts, together with interest thereon at the Contract Interest Rate or at the rate of eight per centum (8%) per annum, whichever is greater, from the date thereof, the LGA agrees to pay.

Section 5.9. If prior to the completion of the Contract Period of Years the Project Facilities shall be damaged or partially or totally destroyed by fire, flood, windstorm or other casualty, there shall be no abatement or reduction in the amounts payable by the LGA pursuant to Section 4.1 hereof, and the LGA will (i) promptly repair, rebuild or restore the property damaged or destroyed, and (ii) apply for such purpose so much as may be necessary of any net proceeds of insurance policies resulting from claims for such losses as well as any additional moneys of the LGA necessary therefor. All net proceeds of insurance resulting from claims for such losses shall be paid to the LGA.

Section 5.10. In the event that title to or the temporary use of the Project Site the Project Facilities, or the System, or any part thereof, shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, there shall be no abatement or reduction in the amounts payable by the LGA pursuant to Section 4.1 hereof, and any net proceeds received from any award made in such eminent domain proceedings shall be paid to and held by the LGA in a separate condemnation award account and shall be applied by the LGA in either or both the following ways as shall be determined by the LGA:

(a) The restoration of the facilities of the System to substantially the same condition as they existed prior to the exercise of said power of eminent domain, or

(b) The acquisition of additional real estate, if necessary, and facilities, by construction or otherwise, equivalent that, when added to the remaining real estate and facilities of the System, will cause the System to be substantially the equivalent of the System as it existed prior to the exercise of said power of eminent domain, which real estate and facilities shall be deemed a part of the Project Site or the Project Facilities, as the case may be, and the System, without the payment of any amounts other than herein provided, to the same extent as if such real estate and facilities were specifically described herein.

Any balance of the net proceeds of the award in such eminent domain proceedings shall be paid to the LGA upon delivery to the OWDA of a certificate signed by an authorized officer of the LGA that the LGA has complied with either paragraph (a) or (b), or both, of this Section. The OWDA shall cooperate fully with the LGA in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Project Site, the Project Facilities, the System, or any part thereof. In no event will the LGA voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Project Site, the Project Facilities, the System or any part thereof without the written consent of the OWDA.

ARTICLE VI - REPRESENTATIONS AND AGREEMENTS OF THE LGA IN REGARD TO ENVIRONMENTAL MATTERS; EVENTS OF DEFAULT AND REMEDIES THEREFOR; INDEMNIFICATION

Section 6.1. The LGA hereby represents that:

(a) It is, and the LGA hereby covenants that it shall remain, in compliance with all applicable federal, state and local environmental laws and regulations applicable to the System during the Contract Period of Years, subject to its right to contest in good faith the issue of non-compliance;

(b) There is no litigation or administrative action or proceeding pending or, to the best of its knowledge, threatened against the LGA, alleging a violation of any federal, state or local environmental law or regulation applicable to the System except as set forth in the attached;

(c) No judgment or consent order has been rendered against it, nor is it a party to any agreement, which consent order, judgment or agreement imposes, will impose or has imposed any fines or monetary penalties for the violation of any federal, state or local environmental law or regulation applicable to the System that have not been paid in full except as set forth in the attached; and

Section 6.2. The LGA agrees that each of the following shall be an event of default ("Event of Default") under this Agreement:

(a) The LGA shall fail to make any payment to the OWDA required pursuant to this Agreement when the same is due and payable, including, without limitation, any amount due and payable pursuant to Article IV hereof; or

(b) The LGA shall fail to observe and perform any other obligations, agreements or provisions herein, which failure shall continue for thirty (30) days after receipt of written notice thereof from the OWDA; provided, however, that such failure shall not constitute an Event of Default hereunder if the cure of such failure cannot be effected within thirty (30) days and if the LGA is taking all reasonably necessary actions to cure such failure with all deliberate speed.

(c) Any representations made by the LGA in Section 6.1. shall at any time during the Contract Period of Years prove to be false.

Section 6.3. Whenever an Event of Default shall have happened and be subsisting, the OWDA may exercise any and all rights and remedies for the enforcement of the obligations of the LGA hereunder. In addition to any other rights or remedies provided herein, by law or otherwise, the OWDA may:

(a) declare the full amount of the then unpaid Original Loan Amount to be immediately due and payable;

(b) to the extent permitted under any judgment, consent order or agreement affecting the LGA, require the LGA to agree to subordinate the payment of any fines or penalties imposed for the violation of any federal, state or local environmental law or regulation applicable to the System to the payment of the Original Loan Amount and the interest and any late charges due thereon, and the LGA hereby agrees to use its best efforts to effect such subordination.

Section 6.4. No right or remedy conferred upon the OWDA under Section 6.3 hereof is intended to be exclusive of any other right or remedy given herein, by law or otherwise. Each right or remedy shall be cumulative and shall be in addition to every other remedy given herein, by law or otherwise.

Section 6.5. The LGA releases the OWDA from, agrees that the OWDA shall not be liable for, and agrees, to the fullest extent permitted by law, to hold the OWDA, its officers, employees and agents harmless against, any loss or damage to property, or any loss or injury to or death of any person, or any other loss or damage, that may be occasioned by any cause whatsoever pertaining to the System, the Project Facilities, or the use thereof; provided that such indemnity under this Section shall not be effective for damages that result from negligent or intentional acts of the OWDA, its officers, employees and agents. The LGA further agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWDA and its officers, employees and agents against and from any and all cost, liability, expenses and claims arising from any breach or default on the part of the LGA in the performance of any covenant or agreement on the part of the LGA to be performed pursuant to the terms of this Agreement, arising from the acquisition, construction, installation, or improvement of the Project

Facilities or arising from any act or negligence of or failure to act by the LGA, or any of its agents, contractors, servants, employees or licensees, or arising from any accident, injury or damage whatsoever caused to any person, firm, or corporation resulting from the Project Facilities or the System (other than any accident, injury, or damage that results from negligent or intentional acts of the OWDA, its officers, employees and agents), and from and against all cost, liability and expenses incurred in or in connection with any such claim or action, arbitration or proceeding brought thereon.

In case any action or proceeding be brought against the OWDA by reason of any claim described in this Section, the OWDA agrees to cause written notice of such action or proceeding to be given to the LGA, and the LGA upon notice from the OWDA covenants to resist or defend such action or proceedings at the LGA's expense including all legal and other expenses (including reasonable attorneys' fees).

Section 6.6 Each party agrees that the venue of any suit, action or proceedings relating to this Agreement will be the courts of the County of Franklin, Ohio or the Ohio Supreme Court, and each party irrevocably waives any objection that it may have to that venue and waives any right to trial by jury for any such suit, action or proceedings.

ARTICLE VII - PRIVATE BUSINESS USE RESTRICTIONS

Section 7.1. With respect to the financing of Project Facilities by the OWDA as provided herein, the LGA agrees as follows:

(a) At no time will ten percent (10%) or more of any Project Facility or Project Site to be financed with funds borrowed from the OWDA ("OWDA Funds") be used for any private business use (as hereinafter defined) while at the same time the payment of the principal of, or the interest on, the OWDA Funds is directly or indirectly (i) secured by any interest in (A) property used or to be used for a private business use or (B) payments made with respect to such property or (ii) derived from (A) payments with respect to such property (whether or not made to the OWDA) or (B) borrowed money used or to be used for private business use.

(b) No portion of the OWDA Funds will be used to make or finance loans to persons other than other governmental units.

Section 7.2. For purposes of this Agreement, "private business use" means use (directly or indirectly) in a trade or business carried on by any person other than a governmental unit (as hereinafter defined). Use of any Project Facility or Project Site as a member of the general public will not be considered a private business use. Any activity carried on by a person other than a natural person shall be treated as a trade or business. Use by an organization which qualifies under Section 501(c)(3) of the Internal Revenue Code of 1986, as it may be amended from time to time, shall be considered a private business use.

Section 7.3. For purposes of this Agreement, "governmental unit" means a political subdivision within the United States, including any political subdivision within the State of Ohio, but does not mean the United States or any of its governmental branches, departments or agencies.

Section 7.4. If there is any question about the application of the foregoing restrictions relating to private business uses or loans, the LGA agrees to immediately write the OWDA requesting assistance prior to entering into any agreement which may be prohibited as provided hereinabove.

ARTICLE VIII - MISCELLANEOUS PROVISIONS

Section 8.1. Any invoice, accounting, demand, or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by regular, registered or certified mail, postage prepaid, or delivered personally, and

(i) in the case of the OWDA, is addressed to or delivered personally to the OWDA at:

The Ohio Water Development Authority
480 South High Street
Columbus, OH 43215

and

(ii) in the case of the LGA, is addressed to or delivered personally to the LGA at the address listed on the Term Sheet as the "LGA Notice Address," or at such other addresses with respect to either such party as that party may from time to time, designate in writing and forward to the other as provided in this Section.

Section 8.2. Any approval of the OWDA required by this Agreement shall not be unreasonably withheld and shall be deemed to have been given on the thirtieth day following the submission of the matter requiring approval to the Executive Director of the OWDA unless disapproved in writing prior to such thirtieth day. Any provision of the Agreement requiring the approval of the OWDA or the satisfaction or evidence of satisfaction of the OWDA, shall be interpreted as requiring action by the Executive Director of the OWDA granting, authorizing or expressing such approval or satisfaction, as the case may be, unless such provision expressly provides otherwise.

Section 8.3. Upon request of the OWDA, the LGA agrees to execute the information report required by Section 149 of the Internal Revenue Code of 1986, as it may be amended from time to time, with respect to this Agreement, such form to be completed by the OWDA on the basis of information provided by the LGA. The LGA hereby agrees that the OWDA may file such information report for and on behalf of the LGA with the Internal Revenue Service.

Section 8.4. This Agreement is made subject to, and conditional upon, the approval of this Agreement as to form by the General Counsel of the OWDA and upon the certification of availability of funds as provided in Section 3.8 hereof.

Section 8.5. This Agreement shall become effective as of the date first set forth hereinabove and shall continue in full force and effect until all obligations of the LGA under Section 4.1 hereof have been fully satisfied.

Section 8.6. This Agreement shall be binding upon and inure to the benefit of the parties hereto and to any person, office, board, department, agency, municipal corporation, or body politic and corporate succeeding by operation of law to the powers and duties of either of the parties hereto. This Agreement shall not he assigned by the LGA without the prior written consent of the OWDA. The OWDA, at its option, may assign this Agreement without the consent of the LGA. All references to the Environmental Protection Agency of the United States of America or to the Director of Environmental Protection of the State of Ohio or to any offices or divisions of either shall include any successors thereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the day and year first hereinabove written.

APPROVED AS TO FORM	OHIO WATER DEVELOPMENT AUTHORITY
______________________________ OWDA General Counsel	By:____________________________ OWDA Executive Director
APPROVED AS TO FORM	LGA: ___________________________
______________________________ LGA Legal Officer or Counsel	By:____________________________
	By:____________________________

Exhibit A

PROJECT FACILITIES DESCRIPTION

Exhibit B

CONSTRUCTION CONTRACT(S)

Schedule I

TERM SHEET

NOTE: The term sheet will be generated by OWDA after the loan is approved at the board meeting.

DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5829
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Aaron Klein, Director

Date: January 2, 2020

Subject: **Commission Agenda Item – Change Order #1 with Kokosing Industrial, Inc. Shoreline Drive Rehabilitation project**

ITEM FOR CONSIDERATION: Legislation approving Change Order #1 to Kokosing Industrial, Inc. of Toledo, Ohio to complete several items included as part of the Shoreline Drive Rehabilitation project.

BACKGROUND INFORMATION: The adopted Bicentennial Comprehensive Plan proclaimed a desire to reconstruct Shoreline Drive in coordination with the rehabilitation of the Jackson Street Pier. A detailed explanation of the history of the project starting with that Bicentennial Plan through conceptual engineering, including comprehensive public involvement and selection of the design-build team (DBT) can be found in the original Commission Agenda Item to award the project to Kokosing Industrial, Inc. (Kokosing) at the Sandusky City Commission meeting on October 9, 2018. A contract was awarded to Kokosing for $8,789,877.00 via ordinance 18-192. To avoid clutter and to provide more of a focus on each item below, the original Commission Agenda Item dated September 27, 2018 is attached, and won't be reiterated herein.

For clarity of the information below, a Change Directive (CD) has been given for items that are already approved at the staff level. A Potential Change Order (PCO) number is given to those items that are not yet approved. Once a PCO is approved, it will be given a Change Directive number. This gives the owner flexibility to evaluate PCO's without committing to approval until a formal CD is provided. All costs and designs have gone through an extensive evaluation by various City staff and Osborn Engineering. It is worth noting that because this project was set up as a design-build project, there is over $300,000 of additional work to date that the contractor will not bill for; rather, it will be included in their base price.

CD-005: Hancock Watermain

There is an existing water main loop between Water Street and Shoreline Drive that was installed under Facer Park, prior to the park's existence. Due to the age of the main, there is concern that it may experience failures since it is well beyond its useful life. If it did, the damage to Facer Park would be very detrimental and extremely costly. Therefore, staff is recommending abandonment of that existing water main and installation of a new main within the current pavement section of Hancock Street for ease of future maintenance. There is already a cost in the base bid to reconnect on Shoreline Drive, so this has not been added to the change order, but water distribution staff will make the new connection on Water Street this winter. This will save on costs for this change order and ensure continued operation of the main on Water Street.

The cost for CD-005 would be $28,058.00. This would be included as part of the loan received from the Ohio Water Development Authority (OWDA) for the water-related infrastructure on this project.

CD-007: Jackson Street Bump-outs

The work completed on Jackson Street at the intersections of Shoreline Drive and Water Street to incorporate bump-outs for vehicular and pedestrian safety improvements has been widely accepted. In fact, staff has not received any negative feedback on this work.

The cost for implementation is $49,861.06. It is recommended that the last remaining funds totaling $45,632.03 in the existing Battery Park Tax Increment Financing (TIF), which can be used for this type of improvement, be allocated to this project and be applied directly to this CD. The remaining $4,229.03 would be applied to unused allowances, like the $10,000 that will not be used for Abandoning of Basement Vaults since none were encountered. The funding source dedicated to this allowance was the Chesapeake TIF, so these are already included as part of this project.

PCO-001a: Fire Service – 115 West Water Street (DeRiso)

Public Works staff has worked exhaustively with adjacent property owners to meet all their utility needs, including additional sewer or water connections. The thought is that we could install the sewer lateral or water service as part of this project if they agreed in writing to reimburse the City for all costs incurred, including all connection fees outlined in City ordinances just like a developer would have to do anyway. This helps the project's long-term integrity since new development would not be forced to tear up the newly-placed surfaces, but it also helps the owner since they can save money by having Kokosing do it while they are already digging in the area. Dr. DeRiso, owner of the Hot Dog Tony's building at 115 West Water Street, provided written approval for installation of a new 6-inch fire line on August 23, 2019. All work would terminate at the project limits, which is at the face of his building at this location. Therefore, all interior work will be performed by the owner's contractor via the normal building permitting process.

The reimbursable cost is $6,000 which will be paid fully by the property owner.

PCO-001b: Fire Service – 131 East Water Street (Hare)

Similar to PCO-001a, Mr. Hare provided written approval on July 9, 2019 to install a 6-inch water service for fire suppression at his building currently under construction at 131 East Water Street.

The reimbursable cost is $6,000 which will be paid fully by the property owner.

PCO-001c: ¾" water service – 219 East Water Street (Windau)

Similar to PCO-001a, the Windaus provided written approval to install a ¾-inch domestic water service line for residential or commercial use at 219 East Water Street.

The reimbursable cost is $2,324 which will be paid fully by the property owner.

PCO-002a: East End Traffic Calming Alternatives Analysis, Preliminary Design & Construction

At the time of award, staff was asked by Planning Commission to re-evaluate traffic calming techniques on the east end of Shoreline Drive at Franklin Street. Simply closing the driveway to Shoreline Park at that location and not reducing the turning radius at the curve would not be enough. This idea was supported by City Commission, stakeholders and staff alike, because of the playground and the multiple driveways from the Gilbert Condominiums. The request from Planning Commission was

> "*to study and develop traffic calming and safety alternatives for the east end of Shoreline Drive at their discretion, otherwise not taking any options off the table, also concurrent with that to bury the utilities along Shoreline Drive recognizing that this may be our one shot for the foreseeable future to do that*."

The DBT presented four alternatives to the City for review, which were extensively analyzed and ultimately reduced to two options. The final two were presented to the Gilbert Condominium Owner's Association (COA) for comments and suggestions. Their ideas were incorporated into the final design that was ultimately presented at a Planning Commission meeting with minimal questions. Final layout was approved in the fall of 2019 and final design was initiated. Here are some of the highlighted changes for that block.

The turning radius at Franklin and Shoreline was tightened with a 15-mph curve, reducing it from 25 mph. Sidewalks will be on both sides of Franklin, but will not cross the parking area for the Gilbert Condos on Shoreline Drive. Stamped crosswalks will also be installed for all three directions at Hancock and Shoreline, with a three-way stop at this intersection as well. Access to individual driveways for the Gilbert Condos will be maintained, but visual delineations between garages will be installed, while providing a low-profile curb and curb cut to help drivers understand the roadway limits. This will not negatively impact snow removal, which was vetted by the COA. Finally, there will be a landscaped buffer without trees between the playground and the pathway while providing a bicycle connection with delineators into Shoreline Park and a node for the Sandusky Bay Pathway at the northeast corner of Franklin and Water Streets. This node will be the future starting point for the next phase of the Sandusky Bay Pathway on Water Street that is currently under design by EDG.

Although the total cost for all of these improvements exceeds $46,000, Kokosing has agreed as part of the Design Build not to bill the City for most of this work. Therefore, PCO-002 is $7,220.40. Funding for this work could be taken from the remaining grant dollars from the Wightman-Wieber foundation. Please see the discussion of PCO-008: Mile Marker Zero below. These safety improvements near the playground are very important to the mission of their organization.

<u>PCO-008: Mile Marker Zero</u>

The Wightman-Wieber Foundation has donated $500,000 to this project in part because of the dedicated bike path. In addition, the Sandusky Bay Pathway (SBP) Plan Update in 2018 recommended a starting point of the SBP on the north side of Shoreline drive, across from Schade Mylander Plaza. Therefore, staff asked the DBT to develop a Mile Marker Zero concept where the mileage on the pathway would 'count up' to the east and to the west. The final design was initiated by EDG, who is under contract to design portions of the Sandusky Bay Pathway and vetted through Planning Commission and the Wightman-Wieber foundation, who said it greatly exceeded their expectations. The final design is attached hereto.

The total cost to incorporate the design is $126,342.92 which would be paid for from the grant received by the Wightman-Wieber foundation. In addition, staff would like to retain $30,000 of this donation to incorporate other amenities along the pathway that have yet to be designed, like light pole banners, striping, etc. This would allow $343,657.08 that could be applied to PCO-002a ($7,220.40) and PCO-009 ($336,436.68).

<u>PCO-009: Overhead Utility Burial from Wayne to Franklin</u>

The lower overhead utility lines (all wires other than the higher transmission lines) between the Chesapeake Lofts and Wayne Street were included in the original contract to be relocated from the existing wood poles and buried in underground conduits. Since that award in 2018, staff has received many urging requests from the public (city-wide, not just downtown), stakeholders, City Commissioners, Bayfront Corridor Committee members and Planning Commission members to investigate further the possibility of burying the remaining two blocks of overhead utilities from Wayne to Franklin. If buried, these utilities would be located under the bike path and sidewalks, which are unlikely to get reconstructed or replaced in full for at least 25 years.

Therefore, if they are going to be buried, the time to do it is now or when the sidewalks are replaced in full in the future.

In March, the DBT was asked to work with Ohio Edison, AT&T and Buckeye Cable to develop a complete design and cost estimate for this work and to provide additional conduits for potential future City Fiber as well. For reference, the current contractual cost to bury utilities from the Chesapeake to Wayne Street is $1,181,870. Hence, final design and cost estimates for this PCO are comparable to those costs provided for the portion of the utility burial that is already under contract, and the bidding costs from other design build teams.

The cost to bury the remaining utilities between Wayne Street and Franklin Street would be $958,036.90. At the onset, $8.7M of the available Chesapeake TIF revenues were allocated to be split between the Jackson Street Pier and Shoreline Drive. Therefore, the recommended funding sources for this work would be split between the following various accounts:

Wightman Wieber	$336,436.68
Chesapeake TIF	$525,838.22
CDBG (FY2019)	$ 95,762.00
	$958,036.90

Ohio Edison is waiting for full payment for their portion of work before they mobilize so it is very important to provide direction to the contractor as soon as possible to avoid possible project delays.

PCO-012b: Driveway Apron for 131 East Water Street (Hare)

The property owner at 131 East Water Street is redeveloping his building to include parking at the ground level. The site plan, which included new driveway aprons, was approved by staff and Landmark Commission at their meeting on June 6, 2019. Instead of the contractor doing this work after completion of the Shoreline Drive Reconstruction project, it made more sense for the DBT and the City to incorporate this redesign into our project for similar reasons as detailed in PCO-001a above. The owner provided written approval for installation of new drive aprons, curb cuts and sidewalks as per his approved plans and the DBT's revised plans on June 25, 2019. All work would terminate at the project limits and be picked up from there by the property owner.

The reimbursable cost is $2,790 which will be paid fully by the property owner. Any additional work or change orders for this item would also be paid by the property owner.

PCO-017: Private Utility Burial

If all of the utilities are to be buried as described in PCO-017 below, there will be a total of seven private properties where buildings are not located directly on the right of way line. Therefore, there will be additional work required to reconnect these private facilities to ensure continuation of all utility services.

In March, the DBT was asked to work with Ohio Edison, AT&T and Buckeye Cable to develop a complete design and cost estimate for burial of existing utilities and to provide additional conduits for potential future City Fiber. The breakdown for the private utility portion is detailed below. The original estimate exceeded $68,000, but staff worked with the DBT and private property owners to develop more cost-effective ways to provide service back to those buildings.

HT Investments	$ 8,516.12
Old Platt, LLC	$ 2,775.88
ODNR	$ 7,102.56
Jet Express	$ 550.00
Barrel House	$ 550.00
Mike Prout	$ 1,094.46
Sandusky Fish Company	$ 550.00
ODNR Fishery	$ 165.00
	$21,304.02

The cost for this work would will be $21,304.02. At the onset, $8.7M of the Chesapeake TIF revenues were dedicated to being split between the Jackson Street Pier and Shoreline Drive. As the projects progress and allowances are applied, the intended funding source for this work would be from the remaining Chesapeake TIF funds.

A summary of the above information:

CD-005	Hancock Waterline	$ 28,058.00
CD-007	Jackson Street Bump-outs	$ 49,861.06
PCO-001a	Fire service, 115 West Water Street	$ 6,000.00
PCO-001b	Fire service, 131 East Water Street	$ 6,000.00
PCO-001c	Water service, 219 East Water Street	$ 2,324.00
PCO-002a	East End Traffic Calming Analysis	$ 7,220.40
PCO-008	Mile Marker Zero	$ 126,342.92
PCO-009	Overhead Utility Burial	$ 958,036.90
PCO-012b	Drive Apron, 131 East Water Street	$ 2,790.00
PCO-017	Private Utility Burial	$ 21,304.02
Total		$1,207,937.30

City staff and Osborn Engineering have been very thorough in diligently reviewing all of the costs received to ensure consistency and accuracy with comparable work. Without this scrutiny, the costs originally submitted by the DBT would easily increase the total amount of this change order by over $400,000.

To accommodate this additional work, the contractor is requesting an additional 56 days which would extend the contract from March 7, 2020 to May 2, 2020

BUDGETARY INFORMATION: The original contract with Kokosing, per ordinance 18-192 was $8,789,877.00. If the above items are approved, the contract would be increased $1,207,937.30 to a total of $9,997,585.28. The below information shows the original costs, updated costs and proposed funding sources. Individual funding allocations for each proposed additional work item is included in the description of the additional work above.

Funding Source	Original Contract	Change Order	Updated Contract
OWDA, Sewer Fund, Storm*	$1,305,579		$1,305,579.00
OWDA, Water Fund*	$1,177,565	$ 28,058.00	$1,205,623.00
OWDA, Sewer Fund, Sanitary*	$1,709,517		$1,709,517.00
CDBG (FY 2018)	$ 460,542		$ 460,542.00
Capital Fund (Chesapeake TIF)	$3,409,912	$ 245,986.68	$3,655,898.68
Issue 8 (2018 Pathway)	$ 300,000		$ 300,000.00
Capital (2018 Pathway)	$ 168,332		$ 168,332.00
Issue 8 (2018 Road)	$ 253,430		$ 253,430.00
Private (Wightman Wieber)	$ 0	$ 500,000.00	$ 500,000.00
Private (DeRiso)	$ 0	$ 6,000.00	$ 6,000.00
Private (Bob Hare)	$ 0	$ 8,790.00	$ 8,790.00
Private (Windau)	$ 0	$ 2,324.00	$ 2,324.00
CDBG (FY 2019)*	$ 0	$ 372,646.59	$ 372,646.59
Capital Fund (Battery Park TIF)	$ 0	$ 45,632.03	$ 45,632.03
State of Ohio*	$ 5,000	-$ 1,500.00	$ 3,500.00
Total	$8,789,877	$1,207,937.30	$9,997,814.30

*The total amount of the 2019 CDBG fund for Public Facilities was allocated to the Jackson Street Pier or Shoreline Drive. The OWDA loans were approved via ordinance 19-099. Acceptance of the State of Ohio money is in another legislation on this same agenda. The State of Ohio will withhold $1,500 from the original $75,000 grant for administrative fees so that will be removed from the Shoreline Drive portion of the budget to keep the Jackson Street Pier the same.

ACTION REQUESTED: It is recommended that an ordinance for Change Order #1 for the Shoreline Drive Rehabilitation project with Kokosing Industrial, Inc. in the amount of $1,207,937.30, for a total project cost of $9,997,814.30 with a time extension for 56 days 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 allow for direct payment to the contractor for work already performed and to continue working on other items not yet approved at the staff level, thus avoiding downtime and possible cost increases. This will also allow the contractor to pay Ohio Edison to begin performing the utility burial work.

I concur with this recommendation:

____

Eric Wobser
City Manager

cc: K. Kresser, Commission Clerk; S. Martin, Finance Director; T. Hayberger, Law Director

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 Klein, Director Aaron Klein

Date: September 27, 2018

Subject: Commission Agenda Item – Design-Build Agreement with Kokosing Industrial, Inc. for the Shoreline Drive Rehabilitation project

ITEM FOR CONSIDERATION: Legislation awarding a design-build contract to Kokosing Industrial, Inc. of Toledo, Ohio to complete engineering design and construction for the Shoreline Drive Rehabilitation project.

BACKGROUND INFORMATION: The adopted Bicentennial Comprehensive Plan proclaimed a desire to reconstruct Shoreline Drive in coordination with the rehabilitation of the Jackson Street Pier. In 2016, the City entered into a Professional Services agreement with Osborn Engineering and City Architecture to engage the public throughout a lengthy conceptual planning and design process. The City then entered into a second Professional Services agreement for a similar process on Jackson Street Pier to ensure synergy between the two projects. The final conceptual plan was supported by Sandusky City Planning Commission on November 15, 2017, and accepted by Sandusky City Commission on December 11, 2017.

In December 2017, under Ordinance 17-224, the City entered into a Professional Services agreement with Osborn Engineering and City Architecture to complete the preliminary design process as the criteria engineer in accordance with the Design-Build process described in the Ohio Revised Code. Drawings were designed to over 40% complete and a Request for Qualifications (RFQ) was issued for eligible Design-Build Teams (DBT).

Eight qualification packets were reviewed by staff and four of those firms were selected to proceed with the RFP process. Three proposals were received in accordance with the detailed process, and all three firms were interviewed. Technical proposals and price proposals were reviewed, and the weighted selection formula was applied to all three based on the following categories: maintenance of traffic, design management, proposed design, construction management, construction, quality management, community relations, aesthetic enhancements, pre-qualifications, interview and cost. On July 13, the DBT of Kokosing Industrial, Inc. and WSP USA, Inc. were selected as the "best value" Proposer.

Throughout the preliminary design process, there were several discussions regarding potential cost-savings, amenities and whether items should be considered as alternates. In addition, as Osborn began diving into the City's utilities, which were not a focal point of the conceptual design, it was evident that quite a bit of sanitary sewer, storm sewer and water main improvements were needed. The base bid included typical reconstruction of the roadway, parking, multi-use paths, lighting and burial of low-voltage utilities between Jackson Street and the city-owned transient marina. Alternates included:

Add Alternate A:	Further evaluation of safety improvements and possible closure of Shoreline from Hancock to Water Street
Add Alternate B:	Utility Burial from Jackson to Wayne
Add Alternate C:	Utility Burial from Wayne to Facer Park

Based on conversations from the conceptual design process, staff thought it was extremely important to see if there was an opportunity to include Alternates A and B, at a minimum; although Alternate C is also desired. One of the main advantages of the design-build process over the design-bid-build process is the ability to negotiate contracts and terms. Several areas of savings were accepted, including items such as elimination of geogrid, reducing lane widths for safety, reducing quantities of new light poles, modifying the style of bollards and employing different construction methods.

The DBT and staff found an acceptable savings of $1,361,268 from the original base bid of $9,329,275. In the end, staff is recommending a total contract award of $8,831,447.00, which would include the renegotiated base bid of $7,968,007; Add Alternate A ($41,570) and Add Alternate B ($821,870). Final costs are described in the financial section below.

Osborn is already under contract to perform services associated with construction administration and inspection. Since public relations and communications are paramount on this type, size and profile of a project, the City will supplement Osborn's services by providing an in-house engineering inspector as the liaison between business owners and the public, while assisting Osborn with onsite duties as needed. The hope is that this will help save cost while ensuring proper attention is given to public concerns.

Alternate A was presented to Planning Commission. The exact motion was *"to study and develop traffic calming and safety alternatives for the east end of Shoreline Drive at their discretion, otherwise not taking any options off the table, also concurrent with that to bury the utilities along Shoreline Drive recognizing that this may be our one shot for the foreseeable future to do that."* It was unanimously supported after quite a bit of discussion. Alternate B and C were also discussed at Planning Commission with a preference to bury more underground utilities than less. These topics will also be presented to Bayfront Corridor on October 4.

The original price proposal was received in July, but negotiations concluded in late September. Because of this two-month negotiation process which resulted in a significant savings, the contractor has indicated that if the award extends past October, that there would be a delay of several months and a significant cost increase exceeding $100,000.00 because of labor, equipment, material and overhead adjustments for 2020.

BUDGETARY INFORMATION: The cost of $8,831,447.00, which includes Add Alternate A and Add Alternate B for the Shoreline Drive Rehabilitation Design-Build contract will be broken down as described below.

Sewer Fund, Storm Water	$1,305,579
Water Fund	$1,177,565
Sewer Fund, Sanitary	$1,709,517
CDBG (FY 2018)	$ 460,542
Capital Fund (TIF proceeds)	$3,409,912
Issue 8 (2018 Pathway)	$ 300,000
Capital (2018 Pathway)	$ 168,332
Issue 8 (2018 Road)	$ 295,000
State of Ohio	$ 5,000
Total	$8,831,447

As can be seen, the design process has resulted in a project that is heavily based in utility and infrastructure improvements. The City plans to apply for a loan from the Ohio Water Development

Authority (OWDA) for all funds related to sewer and water. The City intends to finance a portion with notes or bond proceeds from the Chesapeake TIF to pay for the debt service. The Issue 8 and Capital dollars shown above have been retained within the 5-year Capital Plan budget. The dollars from the State of Ohio have been obtained through the Capital Improvement Community Park, Recreation/Conservation Project Grant from Ohio Department of Natural Resources and are required to be split between Jackson Street Pier and Shoreline Drive.

Osborn's preliminary design contract was $436,320, paid with sewer, water, Issue 8 and proceeds from TIF revenues. The original contract with Osborn for conceptual design and planning was $150,042. Incidentals, such as advertising, are not included.

ACTION REQUESTED: It is recommended that an ordinance for a Design-Build contract for the Shoreline Drive Rehabilitation project with Kokosing Industrial, Inc. in the amount of $8,831,477.00 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 proceed with the project without increasing costs or delaying its completion into the summer of 2020.

I concur with this recommendation:

Eric Wobser
City Manager

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

Change Order No. 1

CONTRACT: **2909**
ORDINANCE NO. **18-192**

Contractor: KOKOSING INDUSTRIAL INC.
6235 WESTERVILLE ROAD, SUITE 200, WESTERVILLE, OHIO 43081
STREET OR LOCATON OF WORK: **SHORELINE DRIVE REHABILITATION PROJECT**
Order is hereby issued and accepted for the following additions to or deductions from the quantities as specified in the original contract.

Change Directive No.	PCO No.	Plan Quantity	Actual Quantity	Qty Diff.	Unit	Description	Unit Price	Bid Price	Final Price	Total ADDITION	Total DEDUCT
5			1.00	1.00	LS	Hancock Watermain	$ 28,058.00		$ 28,058.00	$ 28,058.00	
7			1.00	1.00	LS	Jackson Street bumpouts	$ 49,861.06		$ 49,861.06	$ 49,861.06	
	1a		1.00	1.00	LS	Fire Service - 115 West Water Street (DeRiso)	$ 6,000.00		$ 6,000.00	$ 6,000.00	
	1b		1.00	1.00	LS	Fire Service - 131 East Water Street (Hare)	$ 6,000.00		$ 6,000.00	$ 6,000.00	
	1c		1.00	1.00	LS	3/4" water service - 219 East Water Street (Windau)	$ 2,324.00		$ 2,324.00	$ 2,324.00	
	2a		1.00	1.00	LS	East End Traffic Calming Analysis	$ 7,220.40		$ 7,220.40	$ 7,220.40	
	8		1.00	1.00	LS	Mile Marker Zero Design	$ 126,342.92		$ 126,342.92	$ 126,342.92	
4	9		1.00	1.00	LS	Overhead Utility Burial - Wayne to Franklin	$ 958,036.90		$ 958,036.90	$ 958,036.90	
	12b		1.00	1.00	LS	Driveway Apron for 131 East Water Street (Hare)	$ 2,790.00		$ 2,790.00	$ 2,790.00	
	17		1.00	1.00	LS	Private Utility Burial	$ 21,304.02		$ 21,304.02	$ 21,304.02	
						Original Contract Amount		**$ 8,789,877.00**	$ 1,207,937.30	$ 1,207,937.30	$ -
						Change in Contract		**$ 1,207,937.30**			
						Revised Contract Amount		**$ 9,997,814.30**			

Contract Completion Date: 7-Mar-20
Additional Time: 56 days
Revised Completion Date: 2-May-20

Explanation: Change order reflects work performed, or scheduled to be performed, in the field.

Accepted: ________________________________ Date: ____________________________,2019
Contractor

Accepted: ________________________________ Date: ____________________________,2019
City Engineer

GENERAL CONTRACTORS
kokosing
CONSTRUCTION COMPANY, INC.
HEAVY HIGHWAY DIVISION
6235 Westerville Road • Westerville, Ohio 43081
Phone 614-228-1029 • Fax 614-228-7065

June 18, 2019

Aaron M. Klein, P.E.
Director of Public Works / City Engineer
City of Sandusky

Letter No. 16105-017
PCO-003
WSP PCO 12

240 Columbus Avenue
Sandusky, Ohio 44870

Attn: Susan Schmall, P.E.
Construction Engineer
Osborn Engineering

Re: City of Sandusky
Shoreline Drive Reconstruction
PCO 007 Additional Storm Water Design and Construction

Sue,

As discussed in the progress meeting on June 11, 2019, the DBT is awaiting confirmation of a change directive in the amount **$28,058.40.** This amount is the sum of the design fee $6,544.00 plus 10% design builder markup for the Hancock Street water line relocation work as well as the mutually agreed upon construction price in the March 19, 2019 KCC letter to COS/Osborn 16105-004 in the amount of $20,860.

Please see the attached documents for reference.

Sincerely,

KOKOSING CONSTRUCTION COMPANY, INC.

Kevin J. Lynch

Kevin J. Lynch
Lead Project Engineer

cc: Sharepoint

Scope of Work – Potential Change Order (PCO) 12
East End Final Design Phase
Shoreline Drive Reconstruction Project, Sandusky, Ohio

This proposal on behalf of WSP USA INC. (“WSP”), is for providing additional pre-construction design phase services for the Shoreline Drive Reconstruction Design Build Project. This scope document presents the tasks that were required, at request of the City of Sandusky, to revise the work on Hancock Street between Shoreline Drive and Water Street. The work includes removing and replacing the existing brick pavements on Hancock Street. The portion of the road at the utility trench will be full-depth asphalt pavement replacement and the remainder of Hancock Street will be asphalt surface curb-to-curb. The water line replacement will be beneath Hancock Street and shall not impact Facer Park. This scope and fee proposal replaces any previous PCO for the work described herein which is hereby null and void.

The work product from this PCO will result in revised plans for Buildable Unit 1 and buildable unit 3 (BU-1, BU-3). BU-2 plans already show the water line at the intended location. BU-1 plans will be revised for demolition details and BU-3 plans will be revised for roadway details.

The scope of work and fee proposal are based on WSP’s current understanding of the project.

12.1010 PROJECT MANAGEMENT
WSP tasks include project management for PCO 12, including project budgeting and reporting, coordination with staff, within the DBT, and with the City of Sandusky.

12.4010 ROADWAY DESIGN
This task includes final roadway design along Hancock and the following items will be revised:
- BU-1: demolition details
- BU-3: typical sections, plan and profile

An intersection details sheet at Hancock and Water Street will be added. No additional or revised cross sections are to be provided. The existing curbs will remain in place.

12.4030 UTILITY DESIGN
This task includes final utility design on Hancock Street. This task is complete.

12.4035 TRAFFIC CONTROL DESIGN
This task includes revisions to the final traffic control design to revise BU-3 traffic control plans.

No changes are anticipated to the BU-2 temporary traffic control details including the Maintenance of Traffic Plan, detour plans, or sequence of construction, unless separately requested.

12.4099 STREETSCAPE
No changes are anticipated to the streetscape design.

12.6515 LIGHTING/ELECTRIC DESIGN
There is not any electrical or lighting work in this segment of the project therefore no changes are anticipated.

12.8810 STORMWATER DESIGN
No changes are anticipated to the stormwater design.

SCHEDULE
The schedule for this in Working Days task is:
- City issues Notice to Proceed (NTP) to Kokosing
- Kokosing issues NTP to WSP (3 days)
- WSP prepares plans for submission to Kokosing and IQM for review (15 days)
- Kokosing/IQM review period and review meeting (6 days)
- WSP addresses comments, prepares plans for submission to Kokosing and subsequently City of Sandusky (10 days)
- City of Sandusky review period (15 days)
- Disposition of City of Sandusky Comments (5 days)
- Submission of RFC Plans (5 days)
- Total task duration is 59 days

Prompt authorization is required to mitigate impact to project schedule.

Fee

The fixed price fee for this work is: $6,544.00.

Breakdown of hours for this task is:

Task No.	Task Description	SEng	PM	RE	PA	CAD	IQM	Total Hours
PCO 12	**Hancock Street Revisions**							
12.1010.1	Project Management	0	6	0	1	0	0	7
12.4010	Roadway Design	5	0	4	0	22	2	33
12.4030	Utilities	2	0	3	0	0	1	6
12.4035	Traffic Control - Signs & Striping	1	0	0	0	3	0	4
PCO 12	**PCO 12 Subtotal**	**8**	**6**	**7**	**1**	**25**	**3**	**50**
	PCO 12 GRAND TOTAL	**8**	**6**	**7**	**1**	**25**	**3**	**50**
							WSP Design	47
							WSP IQM	3

GENERAL CONTRACTORS

KOKOSING CONSTRUCTION COMPANY, INC.
HEAVY HIGHWAY DIVISION
886 McKinley Avenue • Columbus, Ohio 43222-1187
Phone 614-228-1029 • Fax 614-228-7065

March 19, 2019

Aaron M. Klein, P.E.
Director of Public Works / City Engineer
City of Sandusky
222 Meigs Street
Sandusky, Ohio 44870

Letter No. 16105-004
PCO-003

Attn: Susan Schmall, P.E.
Construction Engineer
Osborn Engineering

Re: City of Sandusky
Shoreline Drive Reconstruction
Additional Cost of Moving Hancock Watermain into the roadway

Ladies and Gentlemen:

Attached are two Options for moving the 12" main out of Facer Park into Hancock Street.

Option #1 the waterline trench is repaired with the shoreline drive typical pavement section

Option #2 the trench is repaired with the typical shoreline drive pavement section also but Hancock Street is milled and filled 3" as Jackson St and Wayne St are. We assumed that the mill and fill operation could be performed with the other project work. If an additional mobilization is needed for the mill and fill $4,500 will need to be added to option #2. This option will be a cleaner finished produce.

The total cost of option #1 is $12,570 the cost of Option #2 is $20,860.

If you have any questions or additional comments, please contact me at 614-679-2797.

Sincerely,

KOKOSING CONSTRUCTION COMPANY, INC.

John C Martens

John C. Martens
Lead Project Engineer

cc: Job 16105 File/SharePoint

GENERAL CONTRACTORS
kokosing
CONSTRUCTION COMPANY, INC.
HEAVY HIGHWAY DIVISION
6235 Westerville Road • Westerville, Ohio 43081
Phone 614-228-1029 • Fax 614-228-7065

July 3, 2019

Aaron M. Klein, P.E.
Director of Public Works / City Engineer
City of Sandusky

240 Columbus Avenue
Sandusky, Ohio 44870

Letter No. 16105-019
PCO-004
WSP PCO 9

Attn: Susan Schmall, P.E.
Construction Engineer
Osborn Engineering

Re: City of Sandusky
Shoreline Drive Reconstruction
PCO-004 Jackson Street Modifications, Rev. 1

Ladies and Gentlemen,

The DBT is pleased to present this revised proposal for the design and construction of the Jackson Street sidewalk bump-outs and lane narrowing as requested by the City of Sandusky.

The revised design fee for this work is $**9,703.00**, plus design builder mark-up. An explanation of the design effort is included in this proposal.

The construction cost for this work is **$39,187.76.** For this fee the DBT proposes all labor, material and equipment for the following:

- **All MOT for the proposed work.**
- **Approximately 2,100 sf of of removal of existing sidewalk and pavement including affected curbs to accommodate new bump-outs.**
- **1 Catch Basin and 2 Manholes adjusted to grade.**
- **New concrete sidewalk bump-outs and curb ramps at the intersection of Jackson St. and Water St.**
- **Widening of proposed bump-outs to narrow street width at intersection of Jackson St. and Shoreline Dr.**
- **New or increased curb lengths in affected areas (type 2 and type 6).**
- **2 New and 1 relocated stop sign, 1 relocated ADA sign.**
- **New thermoplastic pavement markings for, parking stalls, crosswalks and stop-bars on Water Street.**

The DBT is requesting two weeks of street closure in addition to the 24 day maximum allowed for the scheduled closure on Jackson Street to execute the aforementioned work.

GENERAL CONTRACTORS

kokosing
CONSTRUCTION COMPANY, INC.
HEAVY HIGHWAY DIVISION
6235 Westerville Road • Westerville, Ohio 43081
Phone 614-228-1029 • Fax 614-228-7065

The DBT is requesting combined total fee of **$49,861.06** for this work. An attached marked-up sheet (previous exhibit) indicating the affected work areas is also included. Note that this sheet is a representation of the DBT's understanding of the constructed product that the City of Sandusky is seeking.

Please contact me at (440) 222-5315 if you have any questions or need additional information.

Sincerely,

KOKOSING CONSTRUCTION COMPANY, INC.

Kevin J. Lynch

Kevin J. Lynch, PE
Lead Project Engineer

cc: Sharepoint

Scope of Work – Potential Change Order (PCO) 9
Jackson Street Preliminary Design Phase
Shoreline Drive Reconstruction Project, Sandusky, Ohio

This proposal on behalf of WSP USA INC. (“WSP”), is for providing additional pre-construction design phase services for the Shoreline Drive Reconstruction Design Build Project. This scope document presents the tasks that were required, at request of the City of Sandusky, to provide an evaluation of Jackson Street between Shoreline Drive and Water Street. This scope and fee proposal replaces any previous PCO for the work described herein which is hereby null and void.

<u>Request from City of Sandusky:</u>

The City would like Kokosing/WSP to evaluate the following on Jackson Street:

1. Narrowing the lane width on Jackson
2. Extending bump outs at Jackson and Shoreline
3. Adding bump outs to the south of the north curb line at Jackson and Water
4. Adding drainage as necessary

The City is interested in adding a 4-way stop at the Water St and Jackson St intersection. Aaron Klein feels a bump out is the best way to accomplish this due to the existing angled parking.

Subsequently, in the progress meeting 5/28/2018 the City advised that the evaluation is no longer the intent but that final design is desired.

The scope of work and fee proposal are based on WSP’s current understanding of the project. The consideration and selection of an alternate design will follow approval of release for construction drawings due to project schedule progression.

9.1010 PROJECT MANAGEMENT

WSP tasks include project management for PCO 9, including project budgeting and reporting, coordination with staff, within the DBT, and with the City of Sandusky. This proposal assumes one (1) meeting with one (1) WSP staff member attending to present and/or discuss the findings of this analysis with the City of Sandusky.

9.4010 ROADWAY DESIGN

This task includes roadway design for narrowing the width of Jackson Street between Shoreline Drive and Water Street. It includes parking layout, extending curb bump outs at Shoreline Drive and adding curb bump outs to the south side of the north curb line at Water Street. The city advised that they want the curb lines and sidewalks to remain along Jackson Street, and that parking blocks shall mark the ends of the parking stalls. The resurfacing limits shall extend from existing curb to existing curb.

Cross sections or driveway profiles will not be provided. See list of changes for specific sheets included.

9.4030 UTILITY DESIGN

This task includes utility coordination and design of adjustments (assumed limited to casting adjustments) for utilities in the impacted areas.

9.4035 TRAFFIC CONTROL DESIGN

Section 2B.07 of the Ohio Manual of Uniform Traffic Control Devices (OMUTCD) provides criteria for a installing a multiway stop sign installation and indicates that the decision to install multiway stop control should be based on an engineering study that meets specific criteria, and this criteria is required for this project. These criteria include reviews of speed data, crash history, turning movement volumes, intersection operations and geometry such as sight distances, etc. and this must be documented prior to installation of the multi-way stop proposed. WSP anticipates that the geometric review will warrant the stop sign due to the intersection sight distance visibility at the intersection. WSP will also review ODOT TIMS crash data and provide evidence of whether there is crash history at this location. Review of further traffic data or speed data is not in scope and is not anticipated to be required. The traffic control plans and MOT will be updated as part of this task.

9.6515 LIGHTING/ELECTRIC DESIGN

Not Applicable. Existing lighting will not be modified.

9.8810 STORMWATER DESIGN

This task includes conceptual storm water design of the intersection to review options for storm water as surface drainage will be impacted by the addition of curb bump outs and a review of the stormwater BMPs to determine if these changes impact the BMPs requirements and treatment on a project-wide basis.

9.4099 STREETSCAPE

This task includes coordinating changes with City Architecture for the final streetscape design from the Shoreline Drive intersection south to Water Street along Jackson Street: revise and/or add BU-4 Streetscape design details.

List of Potential Changes:

Sheet No.	Name	BU-X	Plan Sheet By
1	PROPOSED TYPICAL SECTIONS - JACKSON STREET AND WAYNE STREET	BU-3	WSP
2	MOT SEQUENCE OF CONSTRUCTION	BU-2	WSP
3	MOT PHASE 1C PLAN STA. 22+00 TO STA. 26+00	BU-2	WSP
4	MOT PHASE 2A PLAN STA. 22+00 TO STA. 30+00	BU-2	WSP
5	MOT PHASE 2B PLAN STA. 22+00 TO STA. 30+00	BU-2	WSP
6	DEMOLITION PLAN STA. 22+00 TO STA. 30+00	BU-1	WSP
7	DEMOLITION PLAN JACKSON/WAYNE STREETS	BU-1	WSP
8	UTILITY DEMO PLAN STA. 22+00 TO STA. 30+00	BU-1	WSP
9	UTILITY DEMO PLAN JACKSON/WAYNE STREETS	BU-1	WSP
10	STORM SEWER STRUCTURE TABLES	BU-2	WSP
11	UTILITY/STORM PLAN & PROFILE STA. 22+00 TO STA. 26+00	BU-2	WSP
12	UTILITY/STORM PLAN JACKSON & WAYNE ST. PARKING AREAS	BU-2	WSP
13	PLAN & PROFILE STA. 22+00 TO 26+00	BU-3	WSP
14	PLAN JACKSON & WAYNE ST. PARKING AREAS	BU-3	WSP
15	INTERSECTION DETAIL AT SHORELINE DRIVE AND JACKSON ST.	BU-3	WSP
16	INTERSECTION DETAIL AT JACKSON ST. AND WATER STREET*	BU-3	WSP
17	TRAFFIC CONTROL PLAN STA. 22+00 TO STA. 30+00	BU-3	WSP
18	SIGN POST TABLE	BU-3	WSP
19	OVERALL PLAN	BU-4	City Architecture
20	SUMMARY OF ELEMENTS	BU-4	City Architecture
21	PLAN SHEET 9	BU-4	City Architecture
22	PLAN SHEET (FOR JACKSON)	BU-4	City Architecture
23	PLAN SHEET 11	BU-4	City Architecture
24	OVERALL LANDSCAPE PLAN	BU-4	City Architecture
25	ENLARGED LANDSCAPE PLAN (FOR JACKSON)	BU-4	City Architecture
MODIFIED SWP3 PLAN			
S1	SWP3 TITLE SHEET	BU-1	WSP
S2	SWP3 OVERALL PLAN	BU-1	WSP
S11	SWP3 PLAN STA. 22+00 TO STA 30+00	BU-1	WSP
DRAINAGE REPORT			
	UPDATE SPREAD AND STORM SEWER CALCULATIONS	BU-2	WSP
	UPDATE BMP CALCULATIONS	BU-2	WSP
	UPDATE DRAINAGE REPORT	BU-2	WSP
	* indicates this is a new plan element		

SCHEDULE

The schedule for this in Working Days task is:

- City issues Notice to Proceed (NTP) to Kokosing
- Kokosing issues NTP to WSP (3 days)
- WSP prepares concept plans for submission to Kokosing and the City of Sandusky (10 days)
- City of Sandusky review period (5 days)
- Review meeting with City of Sandusky (1 days)
- Submission of Final concept plan to Kokosing and city of Sandusky (8 days)
- Total task duration is 27 days
- Should the traffic count be required and authorized, additional time may be required to schedule and perform the traffic count.

Prompt authorization is required to mitigate impact to project schedule.

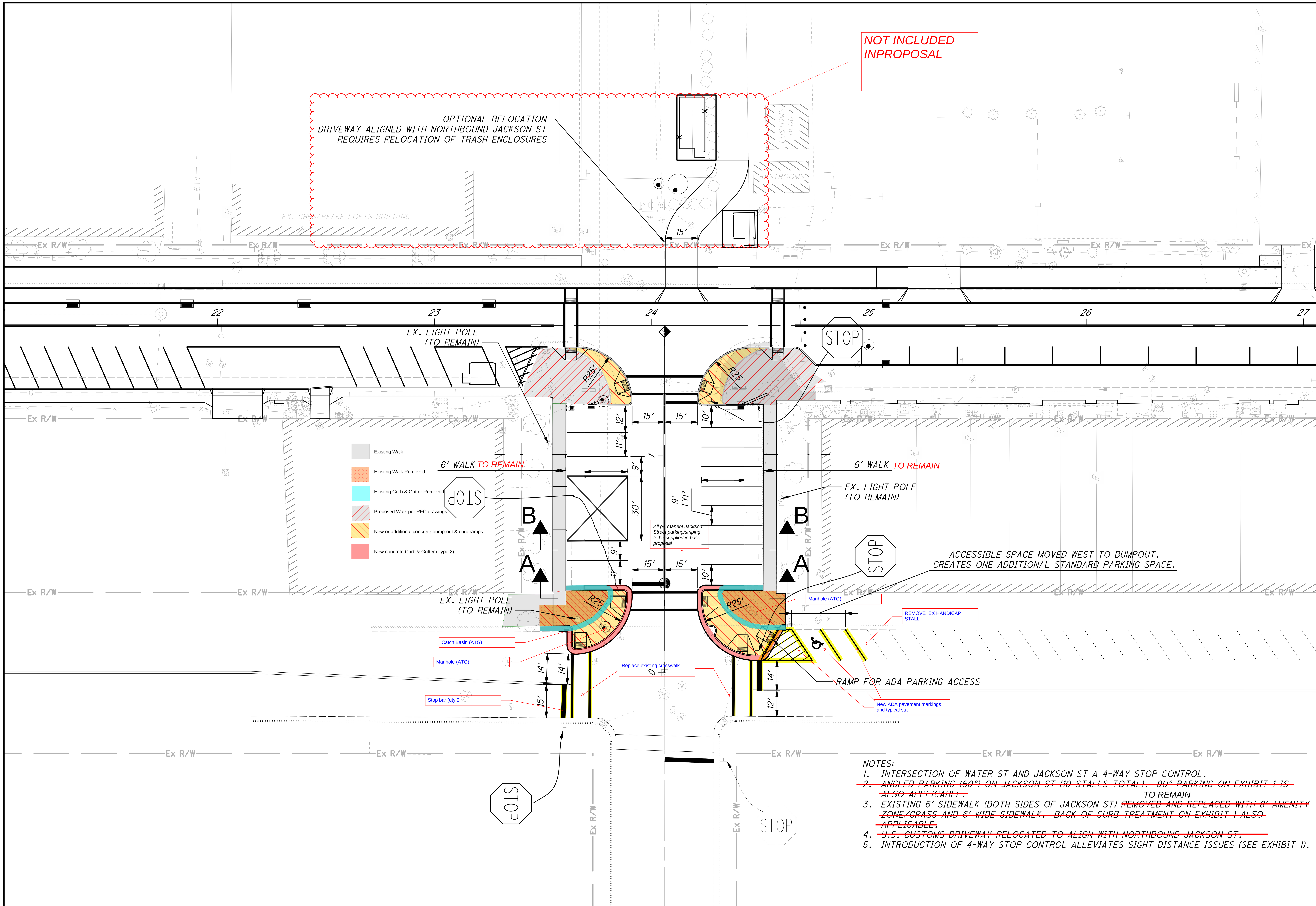
Fee

The fixed price fee for this work is: $9,703.00. We request authorization of this value.

Breakdown of hours for this task is:

Task No.	Task Description	PM	TE	RE	PA	CAD	IQM	Cty Arc	Total Hours
PCO 9	**Jackson Preliminary Design Phase**								
9.0000	**Development of Jackson Street Bump - Outs**								
9.1010	Concept Development, Meetings, Management	8	0	0	1	0	0	0	9
9.4010	Roadway	1	0	16	0	12	1	0	30
9.4030	Utility	1	0	4	0	0	1	0	6
9.4099	Streetscape	1	0	0	1	0	1	3	6
9.4035.1	Traffic Control	0	1	6	0	0	1	0	8
9.6515	Lighting / Elec	1	1	0	0	0	0	0	2
9.8810	Stormwater	1	0	10	0	0	1	0	12
PCO 9	**PCO 9 Subtotal**	**13**	**2**	**36**	**2**	**12**	**5**	**3**	**73**
	PCO 9 GRAND TOTAL	**13**	**2**	**36**	**2**	**12**	**5**	**0**	**73**

WSP Design	65
WSP IQM	5
City Arch. Design	3



NOTES:

1. INTERSECTION OF WATER ST AND JACKSON ST A 4-WAY STOP CONTROL.
2. ~~ANGLED PARKING (60°) ON JACKSON ST (10 STALLS TOTAL). 90° PARKING ON EXHIBIT 1 IS ALSO APPLICABLE.~~
3. EXISTING 6' SIDEWALK (BOTH SIDES OF JACKSON ST) TO REMAIN ~~REMOVED AND REPLACED WITH 8' AMENITY ZONE/GRASS AND 6' WIDE SIDEWALK. BACK OF CURB TREATMENT ON EXHIBIT 1 ALSO APPLICABLE.~~
4. ~~U.S. CUSTOMS DRIVEWAY RELOCATED TO ALIGN WITH NORTHBOUND JACKSON ST.~~
5. INTRODUCTION OF 4-WAY STOP CONTROL ALLEVIATES SIGHT DISTANCE ISSUES (SEE EXHIBIT 1).

HORIZONTAL SCALE IN FEET 0 20 40

CALCULATED BLM
CHECKED SJG

SHORELINE DRIVE RECONSTRUCTION
JACKSON STREET ALTERNATIVE - EXHIBIT 2

CITY OF SANDUSKY
222 MEIGS STREET
SANDUSKY, OHIO 44870

Aaron Klein

From: john@lakesideheartandlung.com
Sent: Friday, August 23, 2019 1:20 PM
To: Aaron Klein
Cc: Tony DeRiso; Megan Stookey
Subject: HDT/Dr. DeRiso Authorization for 6 inch Fire Line

Please accept this as authorization for Kokosing Company to install a 6" fire line ONLY for $6000 for our store address 115-117 W Water St as part of the Shoreline Drive project. We did not have any contact information for Kokosing to notify them. Contact me at 419-366-9435, or Dr DeRiso at 419-366-3613 if you need any further verification. John MacDonald, HDT Business Mgr.

> ------- Original Message --------
> Subject: Jackson Street Pier & Shoreline Drive - Project Update 8-22-19
> From: Megan Stookey <mstookey@ci.sandusky.oh.us>
> Date: Thu, August 22, 2019 3:35 pm
> To: Megan Stookey <mstookey@ci.sandusky.oh.us>
> Cc: Aaron Klein <aklein@ci.sandusky.oh.us>
>
> Good Afternoon Everyone,
>
> Please see below construction updates for both projects;
>
> **Jackson Street Rehabilitation Project**
> Work at the Pier has consisted of completing the installation of the water main and sanitary. Over the next few weeks they will continue with the installation of underground utilities, such as the festival connections and electrical underground. In addition, they will begin surface repairs to begin building up to subbase elevations.
>
> **Shoreline Drive Rehabilitation Project**
> Since our last update the contractor has completed the sanitary main trunk line from Mylander Plaza to Wayne St, along with, the installation of the storm main trunk line west of Jackson Street.
>
> Work is currently being completed at the foot of Jackson St between Water St and Shoreline Dr to improve the drive and walkability in this area, which includes improvements at the intersection **Water St and Jackson St** by **installing bump-outs and creating a four-way stop intersection**. Traffic changes in this area will begin on **Tuesday, August 27th**, in addition to, traffic will be allowed to access Shoreline Drive from Jackson St that same date and a pedestrian path will be opened for use along the west side of Jackson St. Signage will be posted alerting motorist of the traffic change, we ask that all vehicular and pedestrian traffic use extreme caution when traveling this area as motorist become acclimated to the change.

Activity over the upcoming week will consist of the installation of the sanitary main trunk line between Wayne & Hancock St and the installation of duct banks and preparing the stone base for final grade west of Jackson Street.

With the exception of Jackson St opening up as an additional access point to Shoreline Drive, all traffic will remain the same with detour signs directing vehicular traffic to access Shoreline Drive at Franklin St traveling westbound only and pedestrian access points will be maintained on the west side of Jackson St and at Mylander Plaza.

Plans to close the Wayne St parking area have been delayed until later this fall as the contractor completes additional work along the south side of Shoreline Drive. However, there will be a day next week where vehicular traffic will not be allowed to access Shoreline Drive from Wayne St, as the contractor will need to do sanitary work in this area that will take up some space. Depending on weather they are planning to do this work on Tuesday, August 27th, but if they experience heavy rains, work will be delayed to Wednesday, August 28th. They will
As always, if you have any questions, please do not hesitate to reach out to myself or Director Aaron Klein aklein@ci.sandusky.oh.us .

Aaron Klein

From: Robert Hare <bharenet@gmail.com>
Sent: Tuesday, July 09, 2019 3:32 PM
To: Kevin Lynch
Cc: Aaron Klein; Megan Stookey; Philips, Matthew; Schmall, Susan; Ed Dayringer; Adam King; Craig Wing; Devin Cain
Subject: Re: Drive Apron

My apologies. I incorrectly indicated an 8" line. That should be a 6" line.

Sorry for the confusion.

Bob

On Tue, Jul 9, 2019 at 3:04 PM Kevin Lynch <kjl@kokosing.biz> wrote:

> Aaron,
>
> The private water service pricing that was provided by the DBT to the City of Sandusky only went up to 6” fire line connections. Please confirm if the connection at 131 W. Water is to be 6” or 8” line and if additional pricing is needed.
>
> Sincerely,
>
> *Kevin J. Lynch, PE*
>
> *Project Engineer*
>
> *Mobile: 440-222-5315*
>
> ---
>
> **From:** Robert Hare [mailto:bharenet@gmail.com]
> **Sent:** Tuesday, July 9, 2019 2:50 PM
> **To:** Aaron Klein <aklein@ci.sandusky.oh.us>
> **Cc:** Megan Stookey <mstookey@ci.sandusky.oh.us>; Philips, Matthew <mphilips@osborn-eng.com>; Schmall, Susan <sschmall@osborn-eng.com>; Ed Dayringer <edayringer@ci.sandusky.oh.us>; Adam King <aking@ci.sandusky.oh.us>; Craig Wing <caw2@kokosing.biz>; Kevin Lynch <kjl@kokosing.biz>; Devin Cain <djc2@kokosing.biz>
> **Subject:** Re: Drive Apron

Security Alert - External Email

Renaissance Too LLC, through Managing Member Robert Hare, is providing written approval to proceed with the addition of an 8" fire-only water supply line at 131 E. Water St and will reimburse the City the $6,000 cost within 30 days of being invoiced.

On Tue, Jul 9, 2019 at 12:56 PM Aaron Klein <aklein@ci.sandusky.oh.us> wrote:

> Bob,
>
> Can we get an answer on the water line so the contractor can proceed with finalization of design?
>
> **Aaron Klein, P.E.**
>
> **Director, Public Works**
>
> 419-627-5829
>
> ---
>
> **From:** Aaron Klein
> **Sent:** Monday, July 01, 2019 12:11 PM
> **To:** Robert Hare <bharenet@gmail.com>
> **Cc:** Megan Stookey (mstookey@ci.sandusky.oh.us) <mstookey@ci.sandusky.oh.us>; Angela Byington <abyington@ci.sandusky.oh.us>; Greg Voltz <gvoltz@ci.sandusky.oh.us>; Philips, Matthew <mphilips@osborn-eng.com>; Schmall, Susan <sschmall@osborn-eng.com>; Ed Dayringer (edayringer@ci.sandusky.oh.us) <edayringer@ci.sandusky.oh.us>; Adam King (aking@ci.sandusky.oh.us) <aking@ci.sandusky.oh.us>; Luke Kromer <lkromer@ci.sandusky.oh.us>
> **Subject:** FW: Drive Apron
>
> See below and let us know if you have anything additional…
>
> **Aaron Klein, P.E.**
>
> **Director, Public Works**

419-627-5829

From: Robert Hare <bharenet@gmail.com>

Sent: Tuesday, June 25, 2019 5:37 PM

To: Aaron Klein

Cc: Megan Stookey; Angela Byington; Greg Voltz

Subject: Re: Drive Apron

Aaron:

Renaissance Too LLC, through Managing Member Robert Hare, is providing written approval to proceed with the work on the drive apron behind 131 E. Water St and will reimburse the City the $3,069 cost within 30 days of being invoiced.

Also, before I provide written approval for the fire suppression line at the same address, I wanted to confirm where it, and the other utilities will be terminated/connected as they are replaced. I've listed each below with my assumption for each City utility:

Existing Potable Water Lines to be replaced - Connected to existing meter in existing pit at back of each building. Correct, these have been shown in blue in the attached.

Sanitary Sewer - Connected to existing sanitary line at south edge of new sidewalk. Correct, these have been shown in orange in the attached.

Storm Sewer - Connected to existing downspouts at back of buildings, or stubbed up for connection by owner (131 roof/downspouts not yet completed).Will these storm laterals be installed through the "frontage zone" at the back of the buildings? Correct, these have been shown in green in the attached. The DBT will need to coordinate connections/stub-ups if the property is not ready at the time of construction. I'm not sure what he means by 'frontage zone.'

New 6" Fire Suppression Feed Line (not metered) - Installed to the south edge of new Sidewalk at nominal 4' below grade. Owner to extend from there into building? The extents of this line will be the same as the other water connections.

Let me know if these are correct, or if there are any changes needed. Once I understand the plan for each utility and what scope the project will complete (especially for the fire line), I'll provide authorization for the 6" Fire line and also the desired location for it..

Thanks,

Bob Hare, Manager

Renaissance Too LLC

On Tue, Jun 25, 2019 at 4:29 PM Aaron Klein <aklein@ci.sandusky.oh.us> wrote:

Mr. Hare,

The total design, construction and inspection cost for the drive apron work at your facility is $3,069. This includes time for our inspection firm who will be reviewing documents and field work. Please provide written approval to proceed with this work and confirmation that you will reimburse the City in full within 30 days of invoicing. Please note that the city is not charging time for staff's involvement in this modification. We would prefer that this work be included as part of this project to ensure that we have the most seamless, contiguous project that we can on Shoreline Drive.

Aaron Klein, P.E.

Director, Public Works

419-627-5829

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kokosing
CONSTRUCTION COMPANY, INC.
Heavy Highway Division
1539 Lowell Street
Elyria, Ohio
Phone (440) 322-2685

REQUEST FOR INFORMATION

RFI NO.: 038
DATE: 9/23/2019
PAGE NO: 1 of 1

TO: Susan Schmall	**CONTRACT NO.** 9202
FROM: Kevin Lynch	**KCC PROJECT NO.** 16105

DESCRIPTION: 219 E. Water Street Meter

REF NO.:	CD-001, EMAIL 07-09-19	**DRAWING NO.:**	[Drawing No]	**SPECIFICATION:**	[Specification]

DATE RESPONSE REQUESTED BY: 9/25/2019

☐ STRUCTURAL ☐ ELECTRICAL ☐ TRAFFIC ☐ DRAINAGE ☐ ROADWAY
☐ SIGNING ☐ MOT ☐ DESIGN ☐ PAVEMENT ☒ OTHER

REQUEST

On 7-9-19 Kokosing was instructed to install a 3/4" domestic water service at the subject property. Will the City of Sandusky be providing the meter for the 3/4" domestic waterline at 219 E. Water Street?

Signature: Kevin J. Lynch *Date:* 9-23-19

RESPONSE

219 E. Water Street is getting a new 3/4" service. The City will provide the pit and meter. Kokosing will install.

Signature: Matt Philips *Date:* 9/23/2019

COPY:
ATTACHMENTS: Click here to enter text.

OSBORN ENGINEERING

June 26, 2019

Aaron M. Klein, P.E.
Director of Public Works/City Engineer
City of Sandusky
240 Columbus Ave
Sandusky, OH 44870

Attn: Kevin J. Lynch
Lead Project Engineer
Kokosing Construction Company

Re: City of Sandusky
Shoreline Drive Reconstruction
PCO 2a – East End Preliminary Design

Mr. Lynch,

The City has reviewed PCO 2a – East End Preliminary Design submitted June 7, 2019. The City has approved the amount of $7,220.40 for the total cost to provide alternate designs for the eastern end of Shoreline Drive from the intersection of Hancock St to east end.

Sincerely,

OSBORN ENGINEERING

Susan Schmall, P.E.
Construction Engineer

GENERAL CONTRACTORS
kokosing
CONSTRUCTION COMPANY, INC.
HEAVY HIGHWAY DIVISION
886 McKinley Avenue • Columbus, Ohio 43222-1187
Phone 614-228-1029 • Fax 614-228-7065

June 07, 2019

Aaron M. Klein, P.E.
Director of Public Works / City Engineer
City of Sandusky
222 Meigs Street
Sandusky, Ohio 44870

Letter No. 16105-011
PCO-002a
WSP PCO 01

Attn: Susan Schmall, P.E.
Construction Engineer
Osborn Engineering

Re: City of Sandusky
Shoreline Drive Reconstruction
Revised East End Design Cost

Ladies and Gentlemen:

As discussed in the progress meeting between the City of Sandusky, Kokosing Construction and WSP , please see the attached price break down for the east end preliminary design fee.

The professional services charges for WSP total $6,564.00. The design-builder is requesting a fee of $656.40. The total PCO is $7,220.40.

If you have any questions or additional comments, please contact me at 440-222-5315.

Sincerely,

KOKOSING CONSTRUCTION COMPANY, INC.

Kevin J. Lynch

Kevin J. Lynch, PE
Lead Project Engineer

cc: Job 16105 File/SharePoint

Scope of Work – Potential Change Order (PCO) 1
East End Preliminary Design Phase
Shoreline Drive Reconstruction Project, Sandusky, Ohio

This proposal on behalf of WSP USA INC. (“WSP”), is for providing additional pre-construction design phase services for the Shoreline Drive Reconstruction Design Build Project. This scope document presents the tasks that were required, at request of the City of Sandusky, to provide alternate designs for the eastern end of Shoreline Drive from the intersection with Hancock Street to the east.

The scope of work and fee proposal are based on WSP’s current understanding of the project.

1.4010 EAST END PRELIMINARY DESIGN PHASE

WSP tasks include project management, development of potential concepts and presentation to the City, development of figures for the concepts, revisions to figures based on City feedback, and advancement of figures based upon final City feedback.

A memorandum with the four (4) final alternates was submitted to the City March 18, 2019. The City advised in the progress meeting on March 27, 2019 that they have selected Alternate #3 which is a 40 Ft radius centerline curve for a 15 MPH design and posted speed.

This Phase is complete.

SCHEDULE

The schedule for this task was:

- Initial meeting to discuss City's goals December 19, 2018
- February 7, 2019 figures were submitted for review and feedback
- March 15, 2019 updated figures were submitted with a memorandum requesting selection
- March 27, 2019 the City stated that they've selected Alternate 3

Fee

The Fixed Price Fee for this task is: $6,564.00
This fee is based upon costs incurred to date.

Breakdown of hours for this task is:

Task No.	Task Description	SEng	PM	RE	PA	Total Hours
PCO 1	**East End Preliminary Design Phase**					
1.4010	**Development of Alternatives**					
1.4010	Concept Detail Development, Meetings	1	18	26	1	46
PCO 1	**PCO 1 Subtotal**	**1**	**18**	**26**	**1**	**46**
	PCO 1 GRAND TOTAL	**1**	**18**	**26**	**1**	**46**

Next Steps

Detailed design plans need to be updated and revised to accommodate Alternate #3 for the East End of Shoreline Drive. This work is considered PCO 2 (East End Final Design-Buildable Unit 5).

GENERAL CONTRACTORS

kokosing
CONSTRUCTION COMPANY, INC.
HEAVY HIGHWAY DIVISION
6235 Westerville Road • Westerville, Ohio 43081
Phone 614-228-1029 • Fax 614-228-7065

June 18, 2019

Aaron M. Klein, P.E.
Director of Public Works / City Engineer
City of Sandusky

240 Columbus Avenue
Sandusky, Ohio 44870

Letter No. 16105-016
PCO-008
WSP PCO 07

Attn: Susan Schmall, P.E.
Construction Engineer
Osborn Engineering

Re: City of Sandusky
Shoreline Drive Reconstruction
PCO 008 Mile Marker Zero Design Rev. 2

Ladies and Gentlemen,

The DBT is in receipt of the City of Sandusky and Osborn Engineering's remarks as of 06/14/19 regarding the initial and first revision to the Mile Marker Zero Design fee.

The DBT would first like to acknowledge an error in preparing the initial and first revision as the rate sheet provided by City Architecture initially indicated four site visits which was meant to indicate two visits for construction related visits and two visits for presentation visits. Presentations were a specific fee in the initial proposal and were subsequently not included in the fee in the revised proposal and are not included in this second revision.

It should be noted that in this second revision that City Architecture has substantially reduced the fees in the rate sheet to better reflect the staff that will be supporting the project for construction document preparation. This by-and-far compensates for the staffing changes that City Architecture will need to perform in their design development and construction services which did not specifically yield a deduction to the City of Sandusky. The City of Sandusky should be cognizant of the travel time required for a City Architecture associate to attend site meetings to entertain suggestions and collect f. The reimbursable expenses category has also been decreased to assist the city in achieving a reduced design cost for Mile Marker Zero.

Based on the comments received by the city on 6-14-19, the DBT is under the impression that the city would like to see minimal design hours and cost for this feature of the project. The DBT believes that the architecture and design hours and fees are reasonable based on the number of undeveloped details for the constructed product that the city is seeking and that any further reduction to the design scope will disrupt the progress towards the creation of Mile Marker Zero.

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Additionally the DBT must advise the City of Sandusky that our preferred route is to continue with City Architecture for the design of Mile Marker Zero. We believe this to be the most effective available method to delivering the final product in both design and construction. At no point will the DBT settle for substandard drawings that create unnecessary risk of construction errors or delaying the design build process. We believe that proceeding with City Architecture is also in the best interest of the City of Sandusky to both deliver adequate and buildable drawings and prevent delays.

The architecture and design fee as proposed for Mile Marker Zero is $24,465.00. The design builder will charge a total of $26,911.50.

Please contact me at (440) 222-5315 if you have any questions or need additional information.

Sincerely,

KOKOSING CONSTRUCTION COMPANY, INC.

Kevin J. Lynch

Kevin J. Lynch
Lead Project Engineer

cc: Sharepoint

Scope of Work – Potential Change Order (PCO) 8 Rev2
Mile Marker Zero Design
Shoreline Drive Reconstruction Project, Sandusky, Ohio

This proposal on behalf of WSP USA INC. ("WSP"), and subcontractor City Architecture Inc. (C.A.) for providing additional pre-construction design phase services for the Shoreline Drive Reconstruction Design Build Project. This scope document presents the tasks required to provide final design of the conceptual plan developed by the City of Sandusky and their third-party consultant, EDG. This scope and fee proposal Revision 1 replaces any previous PCO which is hereby null and void.

Tasks include: coordination with the City of Sandusky and EDG to coordinate design elements, including with concepts developed in the Sandusky Bay Pathway Update master plan and at Mile Marker Zero (MM0). The preliminary MM0 concept prepared by EDG has already been reviewed, discussed among the DBT, and comments were provided to the City and discussions took place with the City. Subsequently EDG refined their MM0 concept and provided it to the DBT 5/7/2019.

The City provided emailed confirmation recommending the EDG concept 5/30/2019, noting that they are reviewing whether to include the chains.

The scope of work and fee proposal are based on WSP's and C.A.'s current understanding of the project. The development of this alternate design will follow approval of release for construction (RFC) drawings due to project schedule progression. The plans will be provided as a Rider submission to the RFC Buildable Unit 4 plans.

8.1010 PROJECT MANAGEMENT

WSP tasks include project management for PCO 8, including project budgeting and reporting, coordination with staff, within the DBT, and with the City of Sandusky. This proposal assumes one (1) meeting with one (1) WSP staff member attending to present and/or discuss the plan development with the City of Sandusky.

No public presentations are included or presentations before any City commission or City committee.

8.4010 CIVIL DESIGN

This task includes review of the design for compliance with the roadway, demolition, utility, traffic control, and stormwater plans previously completed. Either a single update to BU-1, BU-2, and BU-3 plans will be submitted as a Rider submittal or supplemental details to clarify the design intent will be added to the BU-4 Rider package.

Based on the MM0 concept presented, there is no electrical scope required for this task. Structural scope will consist of review and coordination of the seat wall connections.

8.2.3505 STREETSCAPE MM0

See attached proposal from C.A.

8.B.01.9015.1 & B.01.9015.2 IQM

Design review phase IQM services are required for this change in scope and are included herein.

SCHEDULE

The schedule for this in Working Days task is:

- City issues Notice to Proceed (NTP) to Kokosing
- Kokosing issues NTP to WSP (2 days)
- WSP to issue NTP to City Architecture (2 days)
- Prepare plans for submission to Kokosing (15 days)
- Prepare plans for submission to the City of Sandusky (10 days)
- City of Sandusky review period (5 days)
- Review meeting with City of Sandusky (1 days)
- Submission of Final Rider plans to Kokosing and City of Sandusky (8 days)
- Total design task duration is 43 days
- Should the contingent services be required and authorized, additional time may be required to schedule and perform that work.

Fee

The fixed price fee for this work is: $24,465.00. We request authorization of this value.

Additional items, as noted in the City Architecture scope attached, will be additional if required.

Breakdown of hours for this task is:

Task No.	Task Description	PM	RE	PA	CAD	IQM	IQD	C.A.	Total
PCO 8	Mile Marker Zero Phase								
8.1.1010	Coordination, Management, Meetings	13	0	3	0	0	0		16
8.1.4010	Civil Design	2	8	0	8	0	0		18
8.2.3505.1	City Arch - Streetscape MM0 Base	0	0	0	0	0	0	172	172
8.B.9015.1	IQM Design - GSO	0	0	0	0	0	0		0
8.B.9015.2	IQM Design - CS	0	0	0	0	5	0		5
PCO 8	PCO 9 Subtotal	15	8	3	8	5	0	172	211
	PCO 9 GRAND TOTAL	**15**	**8**	**3**	**8**	**5**	**0**	**172**	**211**
								WSP Design	*34*
								WSP IQM	*5*
								WSP Total	*39*
								City Architecture	*172*

City Architecture

To: Stephen Gage
Supervising Civil Engineer, PE, P Manager,
WSP USA
1660 West 2nd Street, Suite 820
Cleveland, Ohio 44113

May 10, 2019
Revised: May 13, 2019
Revised: May 31, 2019
Revised: June 13, 2019

RE: SANDUSKY SHORELINE DRIVE STREETSCAPE – MILE MARKER "0" ENHANCEMENTS
PROPOSAL FOR PROFESSIONAL SCOPE OF SERVICES

Dear Stephen and the Design-Build Team:

City Architecture, is pleased to present this proposal for professional services for the Shoreline Drive Streetscape Mile Marker "0" Enhancements (Project) for the City of Sandusky (COS-Owner). City Architecture's services will act as a continuation of the firm's ongoing work with the City of Sandusky. This effort was initiated by a generous Sandusky resident donor who pledged to donate $500,000 for design services and construction enhancements at Mile marker "0", situated right at Shade-Mylander Park. EDG, a planning firm who has created the Sandusky Bikeway Path Masterplan, has provided a design concept template for Mile Marker "0" (subjected to approval from the City of Sandusky). Our participation is to take the approved Mile Marker "0" Plan, refine the design and provide Construction Documents for pricing and permitting.

SCOPE OF SERVICES

It is City Architecture's intention to provide architectural and urban design services for the specified work described above. CA's scope does not include engineering services as it is understood the DBT (Design-Build Team) will provide professional services related to electrical, structural, and civil engineering tasks.

DESIGN

Please note that the EDG Mile Marker concept will require refinements beyond what has been submitted. City Architecture will adopt EDG's Sandusky-approved design and refine the design in the specific area immediately surrounding Shade-Mylander Park, which will be comprised of the following:

1. Design services provides no design meetings at Sandusky, as a means to manage fee scope. All design discussions and decisions shall be communicated via email only. Owner-requested meetings at this phase shall be subjected to additional services.
2. Geometric alignment of Mile Marker "0", set wall, relocated light posts; floor material accents on the walking surfaces;
3. Discussions and design of seat wall, on the conceptual basis of the Bikeway MasterPlan, to develop from, materials, signage with possible illumination
4. Research all materials. Provide samples as necessary;
5. Constructability discussions with WSP and Kokosing (KKS).
6. *The City of Sandusky shall be responsible for the City Planning Commission Presentation efforts.*

We will present a draft solution and get COS's input prior to finalizing the design. Upon approving the draft solution from COS, it may be prudent for KKS to provide preliminary pricing prior to proceeding to the next phase for Public Presentation and Construction Documents.

PUBLIC PRESENTATION

Subjected to the City of Sandusky’s design submission guidelines, *City Architecture shall assist COS in preparing presentation material to be submitted to the City Planning Commission to seek approval of the design. City Architecture will not be present for the meeting.*
Anticipated preparation efforts are reflected in the Design Development Phase.

CONSTRUCTION DOCUMENTS

Construction document phase will commence only once official approval from COS and the Planning Commission is granted.

CA’s work will be supplementary to the DBT’s efforts to progress the Construction Documents from the bid documents to permit sets to be utilized for construction. The documents may be set as a bulletin/addendum to the base Buildable Unit # 4 package.

Design services provides no design meetings at Sandusky, as a means to manage fee scope. All design discussions and decisions shall be communicated via email only. Owner-requested meetings at this phase shall be subjected to additional services.

CONSTRUCTION ADMINISTRATION AND OBSERVATION
City Architecture’s scope for this phase extends beyond the base Construction Administration’s base agreement.

- Submittal Review;
- Response to RFI’s where applicable;
- Site visits and construction observation specifically for Mile Marker “0” (assume 2 visits);
- Project Closeout

DESIGN BUILD TEAM TO PROVIDE

The scope described above is centered on open collaboration and sharing ideas and insights between the DBT, CA and the Owner. CA’s primary role is to help DBT achieve design intent that is consistent with the comprehensive process and help the DBT navigate the decision-making process with the Owner and community, as needed. To work most efficiently, we will rely on DBT to provide information that guides and directs the design process, which may include:

- Available information, pertinent to the project, upon which our team may rely. This information will include reference drawings, previous reports, material testing, surveys, etc.;
- All engineering services related to the project. CA anticipates coordinating with DBT staff in determining civil, structural and electrical engineering issues;
- Lead communications with the Owner, including all aspects related to the construction (timeline, impact to traffic / businesses, scheduling, construction staging, etc.);

CLARIFICATIONS

- Current proposal is based on the Owner’s acceptance of the concept plan prepared by EDG. Our design team will provide a detailed list of design questions leading to the Design Development phase prior to proceeding with the design process.
- This proposal does not include any environmental investigation or analysis of the site. Our team shall have no responsibility for the discovery, presence, handling, removal or disposal of hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. A hazardous materials survey will be required prior to the start of any demolition or construction.

- Coordination and determination of scope lines are strictly within the boundaries of Shade-Mylander Park;
- Public Art design other that what is shown on the documents is not included in this proposal; the consultant team will identify potential locations and review with the Owner. Design for public art installation(s) is not included in the base fee.

PROJECT SCHEDULE

A mutually agreeable schedule will be developed upon receipt of a written notice to proceed. This proposal is based on an anticipated start date of June 2019 and construction commencing November 2019. Construction duration is anticipated to be 2 months, and CA's involvement is based upon that timeframe. If the construction duration extends beyond the anticipated duration, CA holds the right to negotiate Additional Services based on hourly rates outlined below.

PROFESSIONAL FEES

To provide the scope of work outlined above, we have determined professional fees.
The following is a fee analysis breakdown for your use:

Base Professional Services Proposal:

Design Development (3 weeks)	*$ 3,260*
Construction Documents (3 weeks)	*$ 8,140*
Subtotal : Design Finalization & Construction Docs.	***$ 10,500***
Construction Services	
- 2 site visits; submittal / RFI reviews	*$ 4,940*
- Project Closeout: Punch List, documentation, Record documents, Cert. of Completion	*$ 1,200*
Subtotal: Construction Administration Services (assuming 2-month duration)	***$ 6,140***
Reimbursable Expenses (printing & mileage; 2 site visits)	*$ 247*
Total Professional Services (Base)	***$ 17,787****

Request for City Architecture to meet at Sandusky shall be subjected to additional preparation and travel fee of* *$1,217 per trip*** *per Associate. Request shall not be acted upon unless approved by the City of Sandusky.*

The fees for Basic Services as described in this proposal will be billed on an hourly rate not-to-exceed basis as described in this Proposal. Additional services shall be invoiced on an hourly rate basis for hours and services rendered at the following hourly rates for **2018** as follows;

- Managing Principal: $165/hr.
- Principal: $150/hr.
- Associate: $130/hr.
- Project Manager: $120/hr.
- Architect: $105/hr.
- Senior Assistant Architect / Planner: $95/hr.
- Assistant Architect/Drafter: $80/hr.
- Administration: $50/hr.
- Intern Architect / Planner: $45/hr.

City Architecture looks forward to continuing the design and engineering process, ultimately culminating in the reconstruction of Shoreline Drive’s Streetscape. If you have questions related to our proposed scope of services, please do not hesitate to contact me.

Sincerely,
CITY ARCHITECTURE INC.

Benny Chew, RA
cc: A. Pesta, J. Wagner
File
\\ca-data\marketing\Proposals\2018\Sandusky Shoreline Drive - Design Build Fees\Final Proposal\Sandusky Shoreline Drive Streetscape -City Architecture BU4-Marker 0 Scope Statement.docx

SANDUSKY SHORELINE DRIVE (#18069) **Revised: 06/13/2019**

ADDITIONAL SERVICES FEE - MILE MARKER "0"

ITEM	HRS	RATE	COST	REMARKS
DESIGN DEVELOPMENT	**34**		**$ 3,260.00**	
Principal	2	$150	$ 300.00	
Associate	8	$130	$ 1,040.00	
Assistant Architect	24	$80	$ 1,920.00	
CONSTRUCTION DOCUMENTS	**90**		**$ 8,140.00**	
Principal	2	$150	$ 300.00	
Associate	16	$130	$ 2,080.00	
Assistant Architect	72	$80	$ 5,760.00	
CONSTRUCTION SERVICES	**48**		**$ 6,140.00**	
Principal	2	$150	$ 300.00	
Associate	40	$130	$ 5,200.00	Submittals, RFIs, Field assessment
Assistant Architect	8	$80	$ 640.00	Submittal assistance
REIMBURSABLE EXPENSES			**$ 247.00**	
Traveling Expenses	-	-	$ 154.00	Miles x Mileage Rate
Printing	-	-	$ 93.00	
TOTAL PROFESSIONAL SERVICES (BASE)			**$ 17,787.00**	

ADDITIONAL MEETING CHARGES: PER APPOINTMENT

ITEM	HRS	RATE	COST	REMARKS
ADDITIONAL MEETING	**10**		**$ 1,100.00**	
Associate	6	$130	$ 780.00	
Assistant Architect	4	$80	$ 320.00	
REIMBURSABLE EXPENSES	**2**		**$ 117.00**	
Traveling Expenses	1	$77	$ 77.00	132-Mile journey
Printing	1	$40	$ 40.00	Presentation Material
TOTAL MEETING FEE/APPOINTMENT			**$ 1,217.00**	

GENERAL CONTRACTORS
kokosing
CONSTRUCTION COMPANY, INC.
HEAVY HIGHWAY DIVISION
6235 Westerville Road • Westerville, Ohio 43081
Phone 614-228-1029 • Fax 614-228-7065

November 8, 2019

Aaron M. Klein, P.E.
Director of Public Works / City Engineer
City of Sandusky

Letter No. 16105-053
PCO-008A

240 Columbus Avenue
Sandusky, Ohio 44870

Attn: Susan Schmall, P.E.
Construction Engineer
Osborn Engineering

Re: City of Sandusky
Shoreline Drive Reconstruction
PCO 008A Construction of Mile Marker Zero

Ladies and Gentlemen,

Kokosing Construction is pleased to present a lump sum price of **$99,431.42** for the construction of the "Mile Marker Zero". This addition to the Sandusky Bay Pathway project includes all labor, equipment and material for necessary removals, new architectural concrete pavers, engraved granite pavers, concrete seat wall with pathway signage, colored concrete sidewalk and tactile warning material strips.

Please confirm your acceptance of this price at your earliest convenience.

Sincerely,

KOKOSING CONSTRUCTION COMPANY, INC.

Kevin J. Lynch

Kevin J. Lynch, PE
Lead Project Engineer

cc. SharePoint

GENERAL CONTRACTORS

Kokosing CONSTRUCTION COMPANY, INC.
HEAVY HIGHWAY DIVISION
6235 Westerville Road • Westerville, Ohio 43081
Phone 614-228-1029 • Fax 614-228-7065

November 1, 2019

Aaron M. Klein, P.E.
Director of Public Works / City Engineer
City of Sandusky

240 Columbus Avenue
Sandusky, Ohio 44870

Letter No. 16105-052
PCO-009
(WSP PCO 13)

Attn: Susan Schmall, P.E.
Construction Engineer
Osborn Engineering

Re: City of Sandusky
Shoreline Drive Reconstruction
PCO 009 Design and Constr. Costs for Burial of Utilities for East End and Alt.C (Rev2)

Ladies and Gentlemen,

Firstly, on April 19, 2019 the City of Sandusky directed the DBT to proceed with the development of alternate C. Henceforth the DBT has pursued the coordination with the associated utility companies to procure pricing to relocate existing services underground from station 33+40 to 38+00. There are increases to the bid alternate price to perform this service based on the final development and design of these systems. This PCO incorporates the additional design and construction in the limits of alternate C. The as-bid price for alternate C remains valid assuming this PCO is accepted.

Secondly, the City indicated to the DBT that they were interested in burying the existing overhead utilities from STA 38+00 to the pole located at approximate station 42+90, 67'LT. The DBT has pursued this effort with the affected utilities. This PCO price includes the added effort to design and construct the buried utilities at the respective stations. This price for burial of the overhead utilities in this area, otherwise known as the east end is included in this PCO.

Enclosed you find the Ohio Edison intended plan for the east end which will be incorporated into the appropriate RFC drawings upon approval. Similarly the pending Buckeye Cable plans, previously provided in RFI 037, have been included for reference for the owner's understanding of the work to be performed.

A summary of the features of work included in the PCO are:

- ***400 feet of additional Buckeye Cable and City Fiber secondary duct banks and handholes from stations 34+70 RT through 38+00 LT.***
- ***325ft of encased Ohio Edison primary power conduits from station 33+10 LT to 36+35LT, including the installation of transformer, handhole and sectionalizer***
- ***800 ft of encased Ohio Edison primary power conduits, the installation of a sectionalizer and transformers from 36+35 LT TO 44+00 LT***
- ***170ft of connecting the Buckeye Cable and City Fiber systems along Hancock Street and 500ft of concrete encased duct bank and hand holes from 38+00 LT TO 42+90 LT***

GENERAL CONTRACTORS

kokosing
CONSTRUCTION COMPANY, INC.
HEAVY HIGHWAY DIVISION
6235 Westerville Road • Westerville, Ohio 43081
Phone 614-228-1029 • Fax 614-228-7065

A revised utility allowance has also been prepared. A table explaining this amount is shown below:

Costs	
Approximate Ohio Edison Charges (Entire Job)	*$ 417,651.25*
Buckeye Cable East End/Alt C Charges	*$ 54,425.12*
AT&T East End/Alt C Charges	*$ 73,448.00*
Subtotal Costs	***$ 545,524.37***
Current Available Funding	
Balance of Base Bid Utility Allowance	*$ 62,436.48*
Balance of Alternate B Utility Allowance	*$ 121,736.28*
Subtotal Funding	***$ 184,172.76***
Total [Costs minus available funding]	***$ 361,351.61***

**The fee for Ohio Edison was communicated verbally to the DBT on 10-01-19. Note, that Ohio Edison may have increased costs to add risers and reconnect aerial secondary services for PCO-017.*

The fee for PCO-009 is as follows:

DBT bid amount for Alternate C	***$255,290.00***
DBT East End Utility Burial Fee	***$341,395.29***
Utility Allowance	***$361,351.61***
Total	***$958,036.90***

Enclosed you will also find another explanatory table and all the supplied utility company quote & invoices that are reflected in the table above. It is important to note that item #8: Burial of Existing Utilities from the bid form for $175,000 is not part of this PCO. Similarly the DBT bid amount of $421,870 for alternate B is also not part of this PCO. These are committed funds and not subject to the changes reflected in alternate C or the east end.

Please confirm acceptance of this total figure upon your earliest convenience. Please contact me at (440) 222-5315 if you have any questions or need additional information.

Sincerely,

KOKOSING CONSTRUCTION COMPANY, INC.

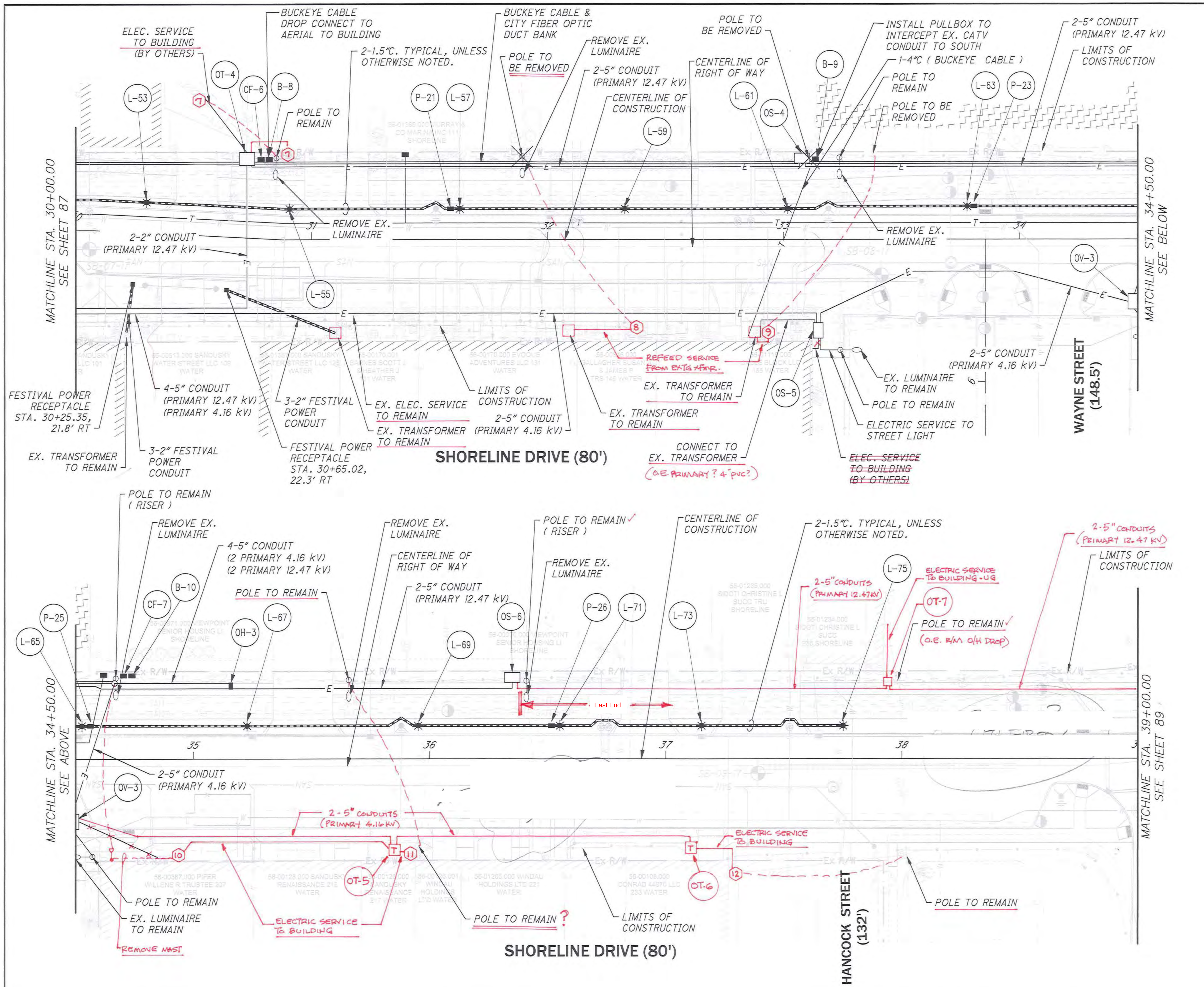
Kevin J. Lynch

Kevin J. Lynch
Lead Project Engineer

Revised 11-1-19

	DECATUR TO JACKSON		JACKSON TO WAYNE		WAYNE TO HANCOCK		HANCOCK TO EAST END		TOTAL (COST) or REMAINING FUNDS
	Base	Base (utilities)	Alt B	Alt B (utilities)	Alt C	Alt C (utilities)	East End	East End (Utilities)	
CONTRACT AMOUNT	$ 175,000.00	$ 185,000.00	$ 421,870.00	$ 400,000.00	N/A	N/A	***tbd***	***tbd***	
DBT Price	$ (175,000.00)	N/A	$ (421,870.00)	N/A	$ (255,290.00)	N/A	$ (341,395.29)	N/A	
Buckeye Price	N/A	*$ (20,995.03)*	N/A	*$ (62,985.09)*	N/A	*$ (33,430.09)*	N/A	*$ (20,995.03)*	**$ (54,425.12)**
AT&T Price	N/A	*$ (101,568.49)*	N/A	*$ (215,278.63)*	N/A	*$ (73,448.00)*	N/A	*0*	**$ (73,448.00)**
Ohio Edison Price	N/A	***tbd***	N/A	***tbd***	N/A	***tbd***	N/A	***tbd***	**$ (417,651.25)**
PCO 009 AMOUNTS					**$ (255,290.00)**		**$ (341,395.29)**		**$ (596,685.29)**
REMAINING FUNDS	**$ -**	**$ 62,436.48**	**$ -**	**$ 121,736.28**	**$ -**				**$ 184,172.76**
VALUE OF PCO 009									**$ (958,036.90)**

	SUM OF THESE VALUES IS THE REQUIRED UTILITY ALLOWANCE.



LEGEND

- DUCT BANK
- OHIO EDISON DUCT BANK
- OHIO EDISON SERVICE CONDUIT
- BUCKEYE CABLE / CITY FIBER DUCT BANK
- LIGHT POLE, LUMINAIRE (240 V, TYPE III), GROUND ROD, FOUNDATION, COMPLETE WITH ANCHOR BOLTS, AND (1) 2" PVC CONDUIT STUB-OUT
- PULLBOX
- EXISTING LUMINAIRE
- POLE MOUNTED METERED RECEPTACLE

CALLOUT LEGEND

- L-# LIGHT POLE, LUMINAIRE, GROUND ROD & POLE FOUNDATION
- P-# STREET LIGHT PULLBOX
- B-# BUCKEYE CABLE PULLBOX
- CF-# CITY FIBER PULLBOX
- OS-# OHIO EDISON SECTIONALIZER
- OV-# OHIO EDISON VAULT W/ LID
- OT-# OHIO EDISON PADMOUNT TRANSFORMER
- OH-# OHIO EDISON HANDHOLE

NOTES

1. ALL ELECTRIC WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRIC CODE (NEC) AND NATIONAL ELECTRIC SAFETY CODE (NESC)
2. REFER TO ELECTRICAL DETAILS IN BU-2 FOR SPECIFIC DETAILS
3. OHIO EDISON WILL DESIGN AND INSTALL WIRING, DBT CONTRACTOR TO INSTALL CONDUITS AND VAULTS

   AT&T WILL DESIGN AND INSTALL WIRING, CONDUITS AND PULLBOX (DBT TO COORDINATE WITH AT&T)

   BUCKEYE CABLE WILL DESIGN AND INSTALL WIRING, DBT CONTRACTOR TO INSTALL CONDUITS AND PULLBOXES

   CITY FIBER OPTICS WILL DESIGN AND INSTALL WIRING, DBT CONTRACTOR TO INSTALL CONDUITS AND PULLBOXES
4. CONTRACTOR SHALL CONNECT ALL ELECTRICAL AND CABLE SERVICE CONDUITS TO METERS ON BUILDINGS
5. CONTRACTOR TO PROVIDE (1) 4" CONDUITS FROM OHIO EDISON MAIN LINE VAULT TO SERVICE VAULT AND (1) 2" CONDUIT FROM THE SERVICE VAULT TO THE PRIVATE METER
6. CONTRACTOR TO INSTALL (1) 3" CONDUIT FROM THE BUCKEYE CABLE PULLBOX TO POINT OF CONNECTION OF PRIVATE SERVICE

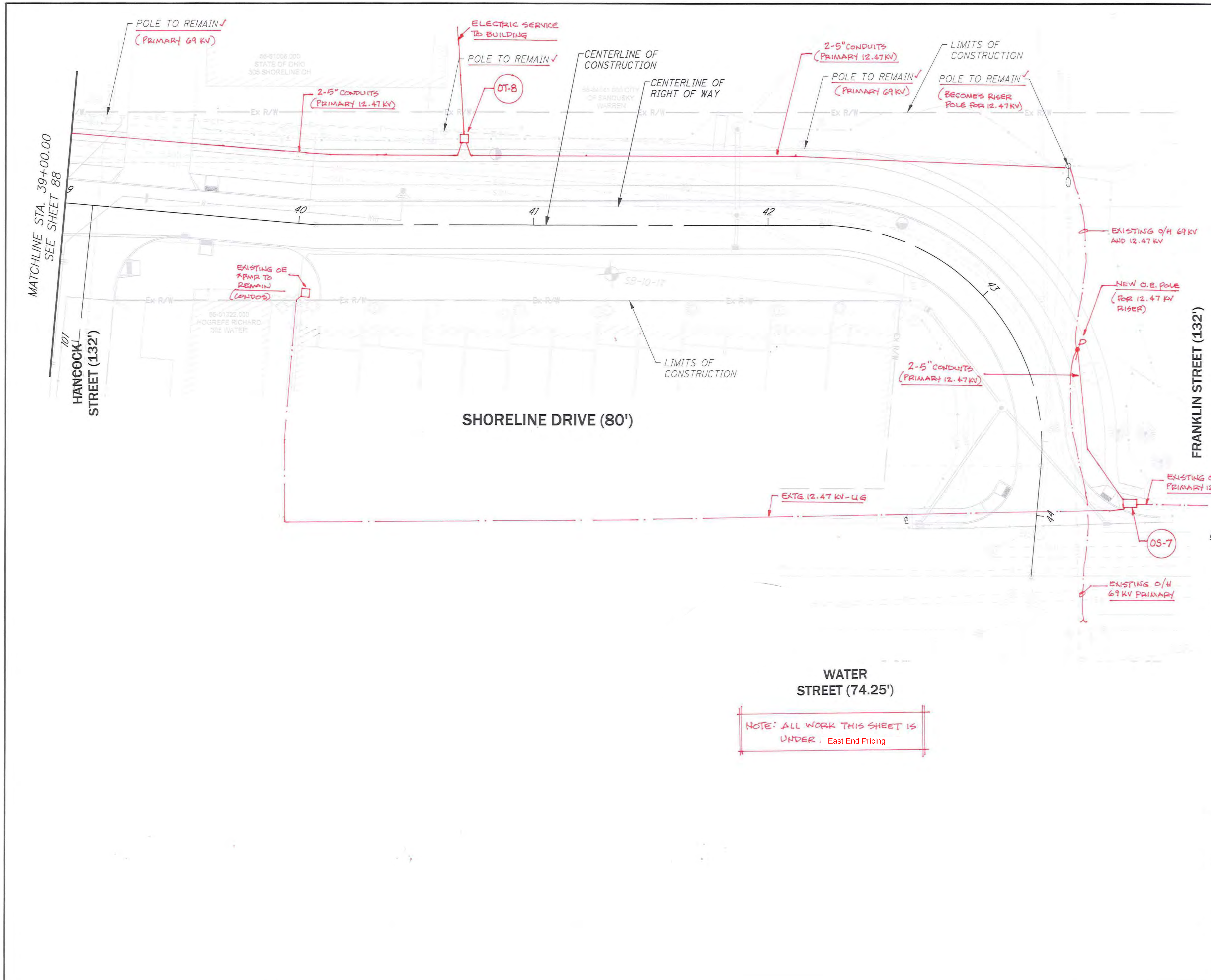
HORIZONTAL SCALE IN FEET: 0 20 40

CALCULATED UA CHECKED JB

SHORELINE DRIVE RECONSTRUCTION (BU-3)
ELECTRIC AND LIGHTING PLAN STA. 30+00.00 TO STA. 39+00.00

CITY OF SANDUSKY
222 MEIGS STREET
SANDUSKY, OHIO 44870

5.20.19 FK.



LEGEND

- DUCT BANK
- OHIO EDISON DUCT BANK
- OHIO EDISON SERVICE CONDUIT
- BUCKEYE CABLE / CITY FIBER DUCT BANK
- LIGHT POLE, LUMINAIRE (240 V, TYPE III), GROUND ROD, FOUNDATION, COMPLETE WITH ANCHOR BOLTS, AND (1) 2" PVC CONDUIT STUB-OUT
- PULLBOX
- EXISTING LUMINAIRE
- POLE MOUNTED METERED RECEPTACLE

CALLOUT LEGEND

- L-# LIGHT POLE, LUMINAIRE, GROUND ROD & POLE FOUNDATION
- P-# STREET LIGHT PULLBOX
- B-# BUCKEYE CABLE PULLBOX
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- OV-# OHIO EDISON VAULT W/ LID
- OT-# OHIO EDISON PADMOUNT TRANSFORMER
- OH-# OHIO EDISON HANDHOLE

NOTES

1. ALL ELECTRIC WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRIC CODE (NEC) AND NATIONAL ELECTRIC SAFETY CODE (NESC)
2. REFER TO ELECTRICAL DETAILS IN BU-2 FOR SPECIFIC DETAILS
3. OHIO EDISON WILL DESIGN AND INSTALL WIRING, DBT CONTRACTOR TO INSTALL CONDUITS AND VAULTS

   AT&T WILL DESIGN AND INSTALL WIRING, CONDUITS AND PULLBOX (DBT TO COORDINATE WITH AT&T)

   BUCKEYE CABLE WILL DESIGN AND INSTALL WIRING, DBT CONTRACTOR TO INSTALL CONDUITS AND PULLBOXES

   CITY FIBER OPTICS WILL DESIGN AND INSTALL WIRING, DBT CONTRACTOR TO INSTALL CONDUITS AND PULLBOXES
4. CONTRACTOR SHALL CONNECT ALL ELECTRICAL AND CABLE SERVICE CONDUITS TO METERS ON BUILDINGS
5. CONTRACTOR TO PROVIDE (1) 4" CONDUITS FROM OHIO EDISON MAIN LINE VAULT TO SERVICE VAULT AND (1) 2" CONDUIT FROM THE SERVICE VAULT TO THE PRIVATE METER
6. CONTRACTOR TO INSTALL (1) 3" CONDUIT FROM THE BUCKEYE CABLE PULLBOX TO POINT OF CONNECTION OF PRIVATE SERVICE
7. NO PROPOSED ELECTRICAL OR LIGHTING, THIS SHEET.

HORIZONTAL SCALE IN FEET 0 20 40

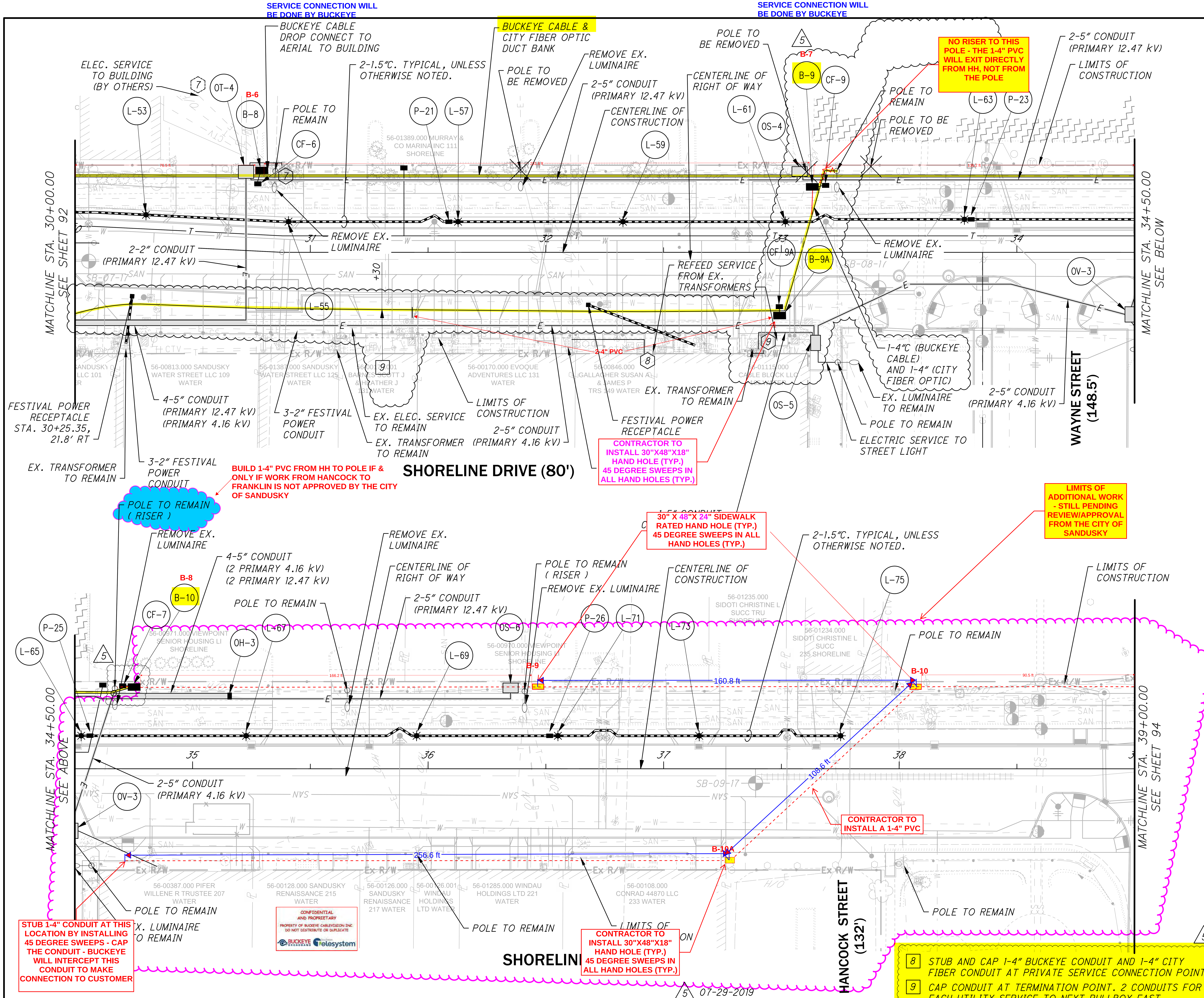
CALCULATED UA CHECKED JB

SHORELINE DRIVE RECONSTRUCTION (BU-3)
ELECTRIC AND LIGHTING PLAN STA. 39+00.00 TO 44+29.63

CITY OF SANDUSKY
222 MEIGS STREET
SANDUSKY, OHIO 44870

89 / 90

5.20.19 F.K.



LEGEND

- DUCT BANK
- OHIO EDISON DUCT BANK
- OHIO EDISON SERVICE CONDUIT
- BUCKEYE CABLE / CITY FIBER DUCT BANK
- LIGHT POLE, LUMINAIRE (240 V, TYPE III), GROUND ROD, FOUNDATION, COMPLETE WITH ANCHOR BOLTS, AND (1) 2" PVC CONDUIT STUB-OUT
- PULLBOX
- EXISTING LUMINAIRE
- POLE MOUNTED METERED RECEPTACLE
- ELEC. SERVICE CONNECTION

CALLOUT LEGEND

- L-# LIGHT POLE, LUMINAIRE, GROUND ROD & POLE FOUNDATION
- P-# STREET LIGHT PULLBOX
- B-# BUCKEYE CABLE PULLBOX
- CF-# CITY FIBER PULLBOX
- OS-# OHIO EDISON SECTIONALIZER
- OV-# OHIO EDISON VAULT W/ LID
- OT-# OHIO EDISON PADMOUNT TRANSFORMER
- OH-# OHIO EDISON HANDHOLE

NOTES

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6. CONTRACTOR TO INSTALL (1) 4" CONDUIT FROM THE BUCKEYE CABLE PULLBOX TO POINT OF CONNECTION OF PRIVATE SERVICE
7. PHOTOMETRICS NOT PROVIDED BY DBT.
8. STUB AND CAP 1-4" BUCKEYE CONDUIT AND 1-4" CITY FIBER CONDUIT AT PRIVATE SERVICE CONNECTION POINT
9. CAP CONDUIT AT TERMINATION POINT. 2 CONDUITS FOR EACH UTILITY SERVICE TO NEXT PULLBOX EAST.

SERVICE CONNECTION WILL BE DONE BY BUCKEYE

5 07-29-2019

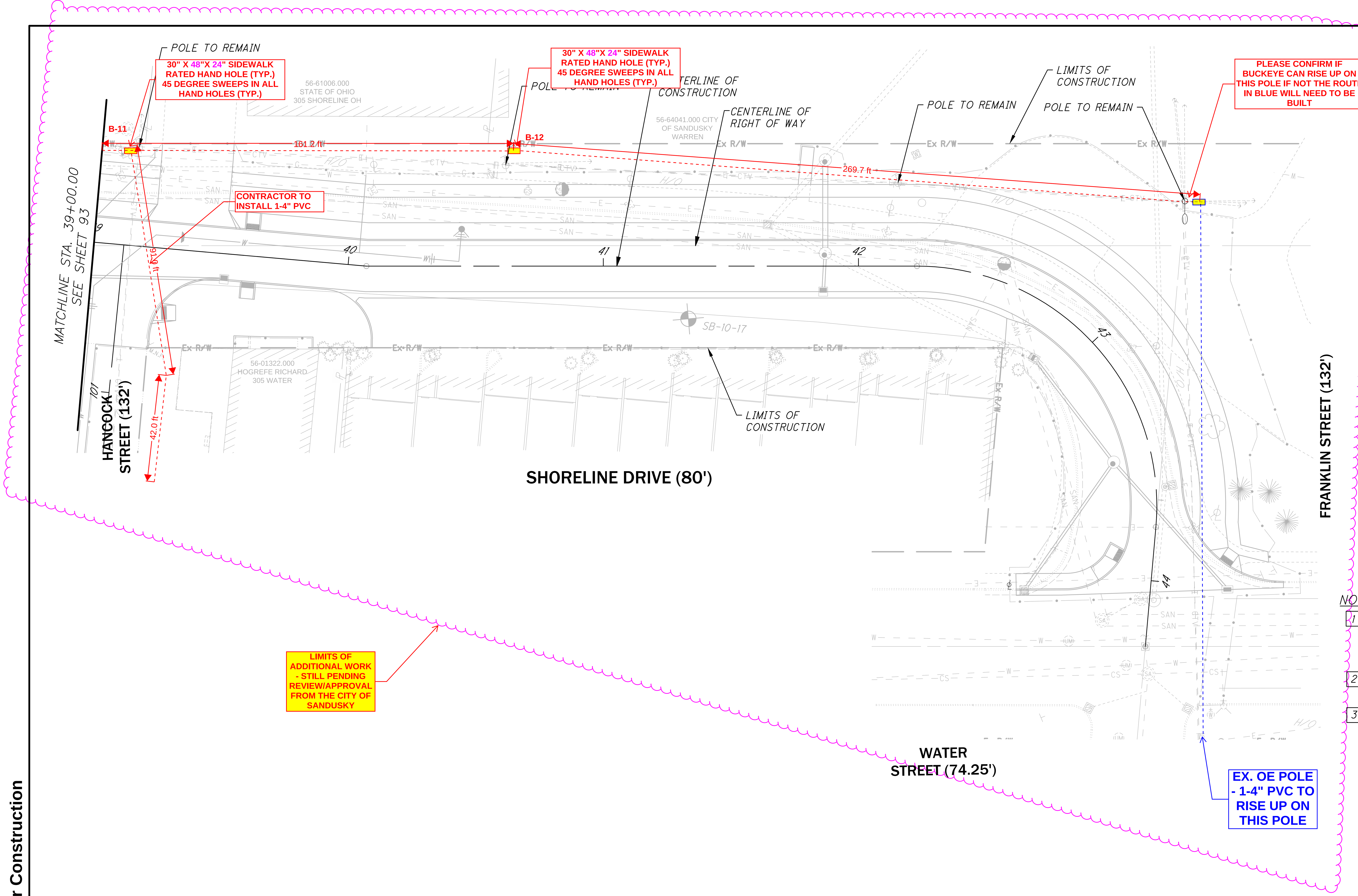
07.29.2019 Revision 6

HORIZONTAL SCALE IN FEET 0 20 40

CALCULATED UA CHECKED JB

SHORELINE DRIVE RECONSTRUCTION (BU-3)
ELECTRIC AND LIGHTING PLAN STA. 30+00.00 TO STA. 39+00.00

CITY OF SANDUSKY
222 MEIGS STREET
SANDUSKY, OHIO 44870



LEGEND

- DUCT BANK
- OHIO EDISON DUCT BANK
- OHIO EDISON SERVICE CONDUIT
- BUCKEYE CABLE / CITY FIBER DUCT BANK
- LIGHT POLE, LUMINAIRE (240 V, TYPE III), GROUND ROD, FOUNDATION, COMPLETE WITH ANCHOR BOLTS, AND (1) 2" PVC CONDUIT STUB-OUT
- PULLBOX
- EXISTING LUMINAIRE
- POLE MOUNTED METERED RECEPTACLE
- ELEC. SERVICE CONNECTION

CALLOUT LEGEND

- L-# LIGHT POLE, LUMINAIRE, GROUND ROD & POLE FOUNDATION
- P-# STREET LIGHT PULLBOX
- B-# BUCKEYE CABLE PULLBOX
- CF-# CITY FIBER PULLBOX
- OS-# OHIO EDISON SECTIONALIZER
- OV-# OHIO EDISON VAULT W/ LID
- OT-# OHIO EDISON PADMOUNT TRANSFORMER
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NOTES

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HORIZONTAL SCALE IN FEET 0 20 40

CALCULATED UA CHECKED JB

SHORELINE DRIVE RECONSTRUCTION (BU-3)
ELECTRIC AND LIGHTING PLAN STA. 39+00.00 TO 44+29.63

CITY OF SANDUSKY
222 MEIGS STREET
SANDUSKY, OHIO 44870

05.24.2019 Approved For Construction

Estimate of Cost and Authority to Work
Special Construction Charge and Invoice

ACTUAL COST BASIS

Customer Request Number : 195894
Project Number : A01AVWQ

Date : 09/26/2018
Customer ID : 147909

Billing Information

Billing Party's Name : CITY OF SANDUSKY
Phone : (216) 861-2020
Billing Address : 222 MEIGS ST
SANDUSKY, OH 99999
Contact Name : AARON KLEIN
Phone : (419) 638-5829

Work Description & Engineering Remarks : RELOCATE AT&T AT&T FACILITIES SHORLINE DRIVE BASE BID DECATUR TO JACKSON, SANDUSKY, OH. WORK REQUESTED BY CHRIS BEDNAR ON 4/20/2018. AUTHORIZED BY AARON KLEIN. NEW SITE CONTACT BONNIE TEEUWEN

THIS IS ACTUAL COST BILLING, PLEASE CAREFULLY READ PARAGRAPH 3 OF THE CONTRACT. THIS IS ONLY AN ESTIMATED COST.

TO PROCEED, SEND AN EXECUTED COPY OF THIS DOCUMENT OR AN APPROVAL LETTERTO: AT&T, CWO CENTER, 220 WISCONSIN AVE./2ND FLR., WAUKESHA, WI 53186.

YOU MAY ALSO SEND VIA EMAIL TO SP3579@ATT.COM

Expenses	Amount
Engineering Labor	$ 11,551.61
Material Cost	$ 3,223.00
Construction Labor	$ 5,268.94
Contractor Cost	$ 81,524.94
Misc. Tax	$0.00
Total Estimated Costs	**$ 101,568.49**

OSPE Representative: STEVE PIETTE

Title: Customer Contracts Specialist

Phone #: (262) 970-8412

Estimate of Cost and Authority to Work Special Construction Charge and Invoice

ACTUAL COST BASIS

Customer Request Number : 195894
Project Number : A01AVWQ

Date : 09/26/2018
Customer ID : 147909

DESCRIPTION OF CUSTOM WORK:

RELOCATE AT&T AT&T FACILITIES SHORLINE DRIVE BASE BID DECATUR TO JACKSON, SANDUSKY, OH. WORK REQUESTED BY CHRIS BEDNAR ON 4/20/2018. AUTHORIZED BY AARON KLEIN. NEW SITE CONTACT BONNIE TEEUWEN

THIS IS ACTUAL COST BILLING, PLEASE CAREFULLY READ PARAGRAPH 3 OF THE CONTRACT. THIS IS ONLY AN ESTIMATED COST.

TO PROCEED, SEND AN EXECUTED COPY OF THIS DOCUMENT OR AN APPROVAL LETTERTO: AT&T, CWO CENTER, 220 WISCONSIN AVE./2ND FLR., WAUKESHA, WI 53186.

YOU MAY ALSO SEND VIA EMAIL TO SP3579@ATT.COM

ESTIMATED COST FOR CUSTOM WORK: $101,568.49

Applicant understands that pursuant to the tariffs on file with the FCC and with the State of Ohio and/or in order to induce AT&T to relinquish or modify its property right, it is my responsibility to pay these costs incurred by The Ohio Bell Telephone Company, d/b/a SBC Ohio, an Ohio corporation to complete the work requested.

Applicant has asked AT&T to perform the above-described custom work for which Applicant shall pay AT&T the contract price of One Hundred One Thousand Five Hundred Sixty-Eight Dollars And Forty-Nine Cents/ $101,568.49 in advance of the start of any AT&T work.

Applicant shall pay for the work on an "Actual Cost" basis. Upon completion of the work, AT&T will compute the actual cost of the work. Any difference between the amount of advance payment and the actual cost will be either paid by the Applicant to AT&T or refunded to Applicant by AT&T as the case may be. Applicant understands that this amount is only an estimate of approximate costs, and that the actual cost incurred by AT&T and for which the Applicant is responsible may be different.

Charges are calculated in accordance with AT&T's ordinary accounting practices under the Uniform System of Accounts for Class A telephone companies and include allocated costs for labor, engineering, materials, transportation, motor vehicles, tool and supply expenses and corporate overhead loadings.

The estimated amount of One Hundred One Thousand Five Hundred Sixty-Eight Dollars And Forty-Nine Cents/ $101,568.49 is valid for only thirty (30) days and is therefore subject to change/cancellation after October 26, 2018 if AT&T has not received an executed copy of the Application and advance payment by that date.

If Applicant cancels the work prior to completion, Applicant shall pay AT&T for all costs AT&T has incurred before being notified in writing to cease work.

ACCEPTED FOR APPLICANT:

BY: Aaron M Klein

Printed Name: AARON KLEIN

Title: Director of Public Works

Date Signed: 10/10/18

SEND PAYMENT PAYABLE TO:

AT&T Midwest - CWO Center
220 Wisconsin Avenue - Floor 2,
Waukesha, WI 53186

Estimate of Cost and Authority to Work
Special Construction Charge and Invoice

ACTUAL COST BASIS

Customer Request Number : 196150
Project Number : A01FAQZ

Date : 11/01/2018
Customer ID : 147909

Billing Information

Billing Party's Name : CITY OF SANDUSKY
Phone : (216) 861-2020
Billing Address : 222 MEIGS ST
SANDUSKY, OH 99999
Contact Name : AARON KLEIN
Phone : (419) 638-5829

Work Description & Engineering Remarks : RELOCATE AT&T AT&T FACILITIES SHORLINE DRIVE ALTERNATE BID A, JACKSON TO WAYNE, SANDUSKY, OH. WORK REQUESTED BY CHRIS BEDNAR ON 4/20/2018. AUTHORIZED BY AARON KLEIN.

THIS IS ACTUAL COST BILLING, PLEASE CAREFULLY READ PARAGRAPH 3 OF THE CONTRACT. THIS IS ONLY AN ESTIMATED COST.

TO PROCEED, SEND AN EXECUTED COPY OF THIS DOCUMENT OR AN APPROVAL LETTERTO: AT&T, CWO CENTER, 220 WISCONSIN AVE./2ND FLR., WAUKESHA, WI 53186.

YOU MAY ALSO SEND VIA EMAIL TO SP3579@ATT.COM

Expenses	Amount
Engineering Labor	$ 20,742.30
Material Cost	$ 6,387.78
Construction Labor	$ 36,404.37
Contractor Cost	$ 151,744.18
Misc. Tax	$0.00
Total Estimated Costs	**$ 215,278.63**

OSPE Representative: STEVE PIETTE
Title: Customer Contracts Specialist
Phone #: (262) 970-8412

Estimate of Cost and Authority to Work
Special Construction Charge and Invoice

ACTUAL COST BASIS

Customer Request Number : 196150
Project Number : A01FAQZ

Date : 11/01/2018
Customer ID : 147909

DESCRIPTION OF CUSTOM WORK:

RELOCATE AT&T AT&T FACILITIES SHORLINE DRIVE ALTERNATE BID A, JACKSON TO WAYNE, SANDUSKY, OH. WORK REQUESTED BY CHRIS BEDNAR ON 4/20/2018. AUTHORIZED BY AARON KLEIN.

THIS IS ACTUAL COST BILLING, PLEASE CAREFULLY READ PARAGRAPH 3 OF THE CONTRACT. THIS IS ONLY AN ESTIMATED COST.

TO PROCEED, SEND AN EXECUTED COPY OF THIS DOCUMENT OR AN APPROVAL LETTERTO: AT&T, CWO CENTER, 220 WISCONSIN AVE./2ND FLR., WAUKESHA, WI 53186.

YOU MAY ALSO SEND VIA EMAIL TO SP3579@ATT.COM

ESTIMATED COST FOR CUSTOM WORK: $215,278.63

Applicant understands that pursuant to the tariffs on file with the FCC and with the State of Ohio and/or in order to induce AT&T to relinquish or modify its property right, it is my responsibility to pay these costs incurred by The Ohio Bell Telephone Company, d/b/a SBC Ohio, an Ohio corporation to complete the work requested.

Applicant has asked AT&T to perform the above-described custom work for which Applicant shall pay AT&T the contract price of Two Hundred Fifteen Thousand Two Hundred Seventy-Eight Dollars And Sixty-Three Cents/ $215,278.63 in advance of the start of any AT&T work.

Applicant shall pay for the work on an "Actual Cost" basis. Upon completion of the work, AT&T will compute the actual cost of the work. Any difference between the amount of advance payment and the actual cost will be either paid by the Applicant to AT&T or refunded to Applicant by AT&T as the case may be. Applicant understands that this amount is only an estimate of approximate costs, and that the actual cost incurred by AT&T and for which the Applicant is responsible may be different.

Charges are calculated in accordance with AT&T's ordinary accounting practices under the Uniform System of Accounts for Class A telephone companies and include allocated costs for labor, engineering, materials, transportation, motor vehicles, tool and supply expenses and corporate overhead loadings.

The estimated amount of Two Hundred Fifteen Thousand Two Hundred Seventy-Eight Dollars And Sixty-Three Cents/ $215,278.63 is valid for only thirty (30) days and is therefore subject to change/cancellation after December 1, 2018 if AT&T has not received an executed copy of the Application and advance payment by that date.

If Applicant cancels the work prior to completion, Applicant shall pay AT&T for all costs AT&T has incurred before being notified in writing to cease work.

ACCEPTED FOR APPLICANT:

BY: Aaron M K CO.

Printed Name: Aaron M Klein

Title: Director of Public Works

Date Signed: 11/7/18

SEND PAYMENT PAYABLE TO:

AT&T Midwest - CWO Center
220 Wisconsin Avenue - Floor 2,
Waukesha, WI 53186

Estimate of Cost and Authority to Work
Special Construction Charge and Invoice

ACTUAL COST BASIS

Customer Request Number : 196151
Project Number : A01FAR2

Date : 10/30/2019
Customer ID : 147909

Billing Information

Billing Party's Name : CITY OF SANDUSKY
Phone : ~~(216) 861-2020~~
Billing Address : ~~222 MEIGS ST~~ 240 Columbus Ave
SANDUSKY, OH ~~99999~~ 44870
Contact Name : AARON KLEIN
Phone : (419) ~~638-5829~~ 627-5829

Work Description & Engineering Remarks : RELOCATE AT&T AT&T FACILITIES SHORLINE DRIVE ALTERNATE BID B WAYNE TO HANCOCK, SANDUSKY, OH. WORK REQUESTED BY CHRIS BEDNAR ON 4/20/2018. AUTHORIZED BY AARON KLEIN.

THIS IS ACTUAL COST BILLING, PLEASE CAREFULLY READ PARAGRAPH 3 OF THE CONTRACT. THIS IS ONLY AN ESTIMATED COST.

TO PROCEED, SEND AN EXECUTED COPY OF THIS DOCUMENT OR AN APPROVAL LETTERTO: AT&T, CWO CENTER, 220 WISCONSIN AVE./2ND FLR., WAUKESHA, WI 53186.

YOU MAY ALSO SEND VIA EMAIL TO SP3579@ATT.COM

Expenses	Amount
Engineering Labor	$ 10,560.53
Material Cost	$ 9,225.26
Construction Labor	$ 27,339.26
Contractor Cost	$ 26,322.95
Misc. Tax	$0.00
Total Estimated Costs	**$ 73,448.00**

OSPE Representative: STEVE PIETTE

Title: Customer Contracts Specialist

Phone #: (262) 970-8412

Estimate of Cost and Authority to Work Special Construction Charge and Invoice

ACTUAL COST BASIS

Customer Request Number : 196151
Project Number : A01FAR2

Date : 10/30/2019
Customer ID : 147909

DESCRIPTION OF CUSTOM WORK:

RELOCATE AT&T AT&T FACILITIES SHORLINE DRIVE ALTERNATE BID B WAYNE TO HANCOCK, SANDUSKY, OH. WORK REQUESTED BY CHRIS BEDNAR ON 4/20/2018. AUTHORIZED BY AARON KLEIN.

THIS IS ACTUAL COST BILLING, PLEASE CAREFULLY READ PARAGRAPH 3 OF THE CONTRACT. THIS IS ONLY AN ESTIMATED COST.

TO PROCEED, SEND AN EXECUTED COPY OF THIS DOCUMENT OR AN APPROVAL LETTERTO: AT&T, CWO CENTER, 220 WISCONSIN AVE./2ND FLR., WAUKESHA, WI 53186.

YOU MAY ALSO SEND VIA EMAIL TO SP3579@ATT.COM

ESTIMATED COST FOR CUSTOM WORK: $ 73,448.00

Applicant understands that pursuant to the tariffs on file with the FCC and with the State of Ohio and/or in order to induce AT&T to relinquish or modify its property right, it is my responsibility to pay these costs incurred by The Ohio Bell Telephone Company, d/b/a SBC Ohio, an Ohio corporation to complete the work requested.

Applicant has asked AT&T to perform the above-described custom work for which Applicant shall pay AT&T the contract price of Seventy-Three Thousand Four Hundred Forty-Eight Dollars And Zero Cents/ $73,448.00 in advance of the start of any AT&T work.

Applicant shall pay for the work on an "Actual Cost" basis. Upon completion of the work, AT&T will compute the actual cost of the work. Any difference between the amount of advance payment and the actual cost will be either paid by the Applicant to AT&T or refunded to Applicant by AT&T as the case may be. Applicant understands that this amount is only an estimate of approximate costs, and that the actual cost incurred by AT&T and for which the Applicant is responsible may be different.

Charges are calculated in accordance with AT&T's ordinary accounting practices under the Uniform System of Accounts for Class A telephone companies and include allocated costs for labor, engineering, materials, transportation, motor vehicles, tool and supply expenses and corporate overhead loadings.

The estimated amount of Seventy-Three Thousand Four Hundred Forty-Eight Dollars And Zero Cents/ $73,448.00 is valid for only thirty (30) days and is therefore subject to change/cancellation after November 29, 2019 if AT&T has not received an executed copy of the Application and advance payment by that date.

If Applicant cancels the work prior to completion, Applicant shall pay AT&T for all costs AT&T has incurred before being notified in writing to cease work.

ACCEPTED FOR APPLICANT:

BY: CITY OF SANDUSKY/ Aaron M

Printed Name: AARON M KLEIN

Title: Director, Public Works

Date Signed: 11-1-19

SEND PAYMENT PAYABLE TO:

AT&T Midwest - CWO Center
220 Wisconsin Avenue - Floor 2,
Waukesha, WI 53186

Quote

Buckeye Broadband
2700 Oregon Rd
Northwood, OH 43619

DATE June 11, 2019
CUSTOMER ID Kokosing Construction Co. Inc.

TO

John Martens
Kokosing Construction Co. Inc.
6235 Westerville Road
Westerville, OH 43081

Estimator:	JOB	PAYMENT TERMS	DUE DATE
Tim McKee & Matt Schlapman	Relocate BCI Aerial Facilities to Underground	At project acceptance	

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1.00	Total labor & materials to relocate BCS plant (Decatur to Jackson)	$20,995.03	$20,995.03

Project altercations, major changes to the schedule or site delays will be charged at a time and equipment dollar amount equal to the delay and charged time incurred.

SUBTOTAL $ 20,995.03

Make all checks payable to Buckeye Cablevision Inc.

THANK YOU FOR YOUR BUSINESS!

Quote

Buckeye Broadband
2700 Oregon Rd
Northwood, OH 43619

DATE June 11, 2019
CUSTOMER ID Kokosing Construction Co. Inc.

TO
John Martens
Kokosing Construction Co. Inc.
6235 Westerville Road
Westerville, OH 43081

Estimator:	JOB	PAYMENT TERMS	DUE DATE
Tim McKee & Matt Schlapman	Relocate BCI Aerial Facilities to Underground	At project acceptance	

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1.00	Total labor & materials to relocate BCS plant (Jackson to Wayne)	$62,985.09	$62,985.09

Project altercations, major changes to the schedule or site delays will be charged at a time and equipment dollar amount equal to the delay and charged time incurred.

SUBTOTAL $ 62,985.09

Make all checks payable to Buckeye Cablevision Inc.
THANK YOU FOR YOUR BUSINESS!

BUCKEYE BROADBAND

Quote

Buckeye Broadband
2700 Oregon Rd
Northwood, OH 43619

DATE October 2, 2019
CUSTOMER ID Kokosing Construction Co. Inc.

TO

John Martens
Kokosing Construction Co. Inc.
6235 Westerville Road
Westerville, OH 43081

Estimator:	JOB	PAYMENT TERMS	DUE DATE
Tim McKee & Matt Schlapman	Relocate BCI Aerial Facilities to Underground	At project acceptance	

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1.00	Total labor & materials to relocate BCS plant (Wayne to Hancock)	$33,430.09	$33,430.09

Project altercations, major changes to the schedule or site delays will be charged at a time and equipment dollar amount equal to the delay and charged time incurred.

SUBTOTAL $ 33,430.09

Make all checks payable to Buckeye Cablevision Inc.

THANK YOU FOR YOUR BUSINESS!

Quote

Buckeye Broadband
2700 Oregon Rd
Northwood, OH 43619

DATE October 2, 2019
CUSTOMER ID Kokosing Construction Co. Inc.

TO
John Martens
Kokosing Construction Co. Inc.
6235 Westerville Road
Westerville, OH 43081

Estimator:	JOB	PAYMENT TERMS	DUE DATE
Tim McKee & Matt Schlapman	Relocate BCI Aerial Facilities to Underground	At project acceptance	

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1.00	Total labor & materials to relocate BCS plant (Hancock to Franklin)	$20,995.03	$20,995.03

Project altercations, major changes to the schedule or site delays will be charged at a time and equipment dollar amount equal to the delay and charged time incurred.

SUBTOTAL $ 20,995.03

Make all checks payable to Buckeye Cablevision Inc.
THANK YOU FOR YOUR BUSINESS!

Aaron Klein

From: Robert Hare <bharenet@gmail.com>
Sent: Tuesday, June 25, 2019 5:37 PM
To: Aaron Klein
Cc: Megan Stookey; Angela Byington; Greg Voltz
Subject: Re: Drive Apron

Aaron:

Renaissance Too LLC, through Managing Member Robert Hare, is providing written approval to proceed with the work on the drive apron behind 131 E. Water St and will reimburse the City the $3,069 cost within 30 days of being invoiced.

Also, before I provide written approval for the fire suppression line at the same address, I wanted to confirm where it, and the other utilities will be terminated/connected as they are replaced. I've listed each below with my assumption for each City utility:

Existing Potable Water Lines to be replaced - Connected to existing meter in existing pit at back of each building.
Sanitary Sewer - Connected to existing sanitary line at south edge of new sidewalk.
Storm Sewer - Connected to existing downspouts at back of buildings, or stubbed up for connection by owner (131 roof/downspouts not yet completed).Will these storm laterals be installed through the "frontage zone" at the back of the buildings?
New 6" Fire Suppression Feed Line (not metered) - Installed to the south edge of new Sidewalk at nominal 4' below grade. Owner to extend from there into building?

Let me know if these are correct, or if there are any changes needed. Once I understand the plan for each utility and what scope the project will complete (especially for the fire line), I'll provide authorization for the 6" Fire line and also the desired location for it..

Thanks,
Bob Hare, Manager
Renaissance Too LLC

On Tue, Jun 25, 2019 at 4:29 PM Aaron Klein <aklein@ci.sandusky.oh.us> wrote:

> Mr. Hare,
>
> The total design, construction and inspection cost for the drive apron work at your facility is $3,069. This includes time for our inspection firm who will be reviewing documents and field work. Please provide written approval to proceed with this work and confirmation that you will reimburse the City in full within 30 days of invoicing. Please note that the city is not charging time for staff's involvement in this modification. We would prefer that this work be included as part of this project to ensure that we have the most seamless, contiguous project that we can on Shoreline Drive.
>
> **Aaron Klein, P.E.**
>
> **Director, Public Works**

419-627-5829

GENERAL CONTRACTORS

kokosing
CONSTRUCTION COMPANY, INC.
HEAVY HIGHWAY DIVISION
6235 Westerville Road • Westerville, Ohio 43081
Phone 614-228-1029 • Fax 614-228-7065

December 6, 2019

Aaron M. Klein, P.E.
Director of Public Works / City Engineer
City of Sandusky

Letter No. 16105-056
PCO-017rev1

240 Columbus Avenue
Sandusky, Ohio 44870

Attn: Susan Schmall, P.E.
Construction Engineer
Osborn Engineering

Re: City of Sandusky
Shoreline Drive Reconstruction
PCO 017 Electrical Work Outside of the Right of Way (rev 1)

Ladies and Gentlemen,

Kokosing Construction is pleased to prepare this revised proposal in a coordinated effort as part the Shoreline Drive re-construction project. Upon review of the site in May, 2019 it was determined that multiple businesses require electrical work beyond the project right of way and scope requirements. Since that time representatives from Kokosing, All-Phase, the City of Sandusky and Osborn Engineering have met with various property owners and modified the scope of this proposal to gain an understanding of the work that this will entail.

As requested by the City of Sandusky and in order to place all secondary Ohio Edison services underground, the respective properties and pricing are as follows:

Address	Business	Price
309 W. Water Street	HT Investments	$ 8,516.12
301 W. Water Street	Old Platt LLC	$ 2,775.88
101-105 W. Shoreline Drive	ODNR	$ 7,102.56
	Jet Express	$ 550.00
101 E. Shoreline	Barrel House	$ 550.00
233 E. Water	Mike Prout	$ 1,094.45
235 E. Shoreline	Sandusky Fish Company	$ 550.00
305 E. Shoreline	ODNR Fishery	$ 165.00
Total		**$ 21,304.02**

A breakdown for the abovementioned properties indicating the labor, material, trucking, equipment and subcontracted cost have been included with this submission. Additionally, a package consisting of

GENERAL CONTRACTORS

kokosing
CONSTRUCTION COMPANY, INC.
HEAVY HIGHWAY DIVISION
6235 Westerville Road • Westerville, Ohio 43081
Phone 614-228-1029 • Fax 614-228-7065

electrical scope and representative pictures has been previously compiled and provided for all but two of the business properties. For the exhibits that are no longer applicable, refer to respective property pricing summary.

Exhibit List
1-1; 309 W. Water Street Electrical Scope
1-2: 309 W. Water Street, picture of existing interior meters
2-1: 301 W. Water Street Electrical Scope (2 pages)
2-2: 301 W. Water Street, pictures of intended exterior connection and existing meters (3 pages)
2-3: 301 W. Water Street, follow-up on 240 Delta Service
3-1: 101-105 ODNR ~~& Jet Express~~ Electrical Scope (2 pages)
3-2: 101-105 W. Shoreline Drive ODNR pictures (3 pages)
~~3-3: 101-105 W. Shoreline Drive Jet Express pictures (4 pages)~~
~~4-1: 101 E. Shoreline Barrel House, Existing Service Electrical Scope~~
~~4-2: 101 E. Shoreline Barrel House/City Owned Electrical Scope~~
~~4-3: 101 E. Shoreline Barrel House/City Owned Electrical trench (pictorial)~~
~~4-4: 101 E. Shoreline Barrel House, Optional Spare Conduit Electrical Scope~~
~~4-5: 101 E. Shoreline Barrel House, Optional 2,515 sf asphalt pavement R&R Scope & Price.~~
~~4-6: 101 E. Shoreline Barrel House, Optional 2,515 sf asphalt (pictorial)~~
~~5-1: 235 E. Shoreline Sandusky Fish Company Electrical Scope~~
~~5-2: 235 E. Shoreline Sandusky Fish Company pictures (5 pages)~~
~~5-3: 235 E. Shoreline Sandusky Fish Company All-Phase & Ohio Edison Correspondence (2 pages)~~

At the time of this (revised) pending change order, Kokosing is requesting that the City of Sandusky obtain temporary easements for the affected properties. Please contact me at (440) 222-5315 if you have any questions or need additional information regarding this proposal.

Sincerely,

KOKOSING CONSTRUCTION COMPANY, INC.

Kevin J. Lynch

Kevin J. Lynch
Lead Project Engineer

cc: Sharepoint

Kokosing Construction Co., Inc.
6235 Westerville Road
Westerville, OH

SUMMATION

Shoreline Drive Reconstruction
Sandusky, OH 44870
KCC Project 16105

ESTIMATED COST ANALYSIS		
SCOPE OF WORK: See Exhibit 1. Remove and replace approx 240 sf concrete driveway to excavate trench for new undergound elecrical service to building, restore landscaping for HT Investments at 309 W. Water Street.		
TOTAL LABOR	$	1,869.89
TOTAL OWNED EQUIPMENT	$	1,138.85
TOTAL RENTED EQUIPMENT	$	-
TOTAL MATERIAL	$	265.38
TOTAL SUBCONTRACTOR	$	4,675.00
TOTAL TRUCKING	$	567.00
PROFESSIONAL SPECIALIZED WORK	$	-
TOTAL COST ANALYSIS	**$**	**8,516.12**

Kokosing Construction Co., Inc.
6235 Westerville Road
Westerville, OH

SUMMATION

Shoreline Drive Reconstruction
Sandusky, Ohio 44870
KCC Project 16105

ESTIMATED COST ANALYSIS	
SCOPE OF WORK: Refer to Exhibit 2 for electrical scope. Provide excavation, backfill and landscaping service as required for electrical scope depicted in exhibit 2 for Old Platte LLC at 301 W. Water Street.	
TOTAL LABOR	$ 716.75
TOTAL OWNED EQUIPMENT	$ 367.88
TOTAL RENTED EQUIPMENT	$ -
TOTAL MATERIAL	$ -
TOTAL SUBCONTRACTOR	$ 1,595.00
TOTAL TRUCKING	$ 96.25
PROFESSIONAL SPECIALIZED WORK	$ -
TOTAL COST ANALYSIS	**$ 2,775.88**

Kokosing Construction Co., Inc.
6235 Westerville Road
Westerville, OH

SUMMATION

Shoreline Drive Reconstruction
Sandusky, Ohio 44870
KCC Project 16105

ESTIMATED COST ANALYSIS		
SCOPE OF WORK: Refer to exhibit 3 for electrical scope. Provide pavement removal, excavation, dewatering if needed, backfill and asphalt pavement replacement for trench to install underground power service to the ODNR at 101-105 W. Shoreline Drive.		
TOTAL LABOR	$	2,518.41
TOTAL OWNED EQUIPMENT	$	1,520.18
TOTAL RENTED EQUIPMENT	$	-
TOTAL MATERIAL	$	451.85
TOTAL SUBCONTRACTOR	$	2,045.12
TOTAL TRUCKING	$	567.00
PROFESSIONAL SPECIALIZED WORK	$	-
TOTAL COST ANALYSIS	**$**	**7,102.56**

Kokosing Construction Co., Inc.
6235 Westerville Road
Westerville, OH

Shoreline Drive Reconstruction
Sandusky, Ohio 44870
KCC Project 16105

SUMMATION

ESTIMATED COST ANALYSIS	
SCOPE OF WORK: All Phase will provide and install conduit from OH-2 handhole to the pole at 28+24 LT. From there Ohio Edison will install a reverse riser and re-connect the existing overhead power to the Jet Express.	
TOTAL LABOR	$ -
TOTAL OWNED EQUIPMENT	$ -
TOTAL RENTED EQUIPMENT	$ -
TOTAL MATERIAL	$ -
TOTAL SUBCONTRACTOR	$ 550.00
TOTAL TRUCKING	$ -
PROFESSIONAL SPECIALIZED WORK	$ -
TOTAL COST ANALYSIS	**$ 550.00**

Kokosing Construction Co., Inc.
6235 Westerville Road
Westerville, OH

SUMMATION

Shoreline Drive Reconstrution
Sandusky, Ohio 44870
KCC Project 16105

ESTIMATED COST ANALYSIS	
SCOPE OF WORK: Maintain existing and City owned secondary aerial power connections to 101 E. Shoreline (Barell House). Coordinate outage and refeed to underground power system with Ohio Edison.	
TOTAL LABOR	$ -
TOTAL OWNED EQUIPMENT	$ -
TOTAL RENTED EQUIPMENT	$ -
TOTAL MATERIAL	$ -
TOTAL SUBCONTRACTOR	$ 550.00
TOTAL TRUCKING	$ -
PROFESSIONAL SPECIALIZED WORK	$ -
TOTAL COST ANALYSIS	**$ 550.00**

Kokosing Construction Co., Inc.
6235 Westerville Road
Westerville, OH

SUMMATION

Shoreline Drive Reconstruction
Sandusky, Ohio 44870
KCC Project 16105

ESTIMATED COST ANALYSIS		
SCOPE OF WORK: Install underground service to 233 E Water Street.		
TOTAL LABOR	$	536.89
TOTAL OWNED EQUIPMENT	$	183.94
TOTAL RENTED EQUIPMENT	$	-
TOTAL MATERIAL	$	161.37
TOTAL SUBCONTRACTOR	$	165.00
TOTAL TRUCKING	$	47.25
PROFESSIONAL SPECIALIZED WORK	$	-
TOTAL COST ANALYSIS	**$**	**1,094.45**

May 2018

Kokosing Construction Co., Inc.
6235 Westerville Road
Westerville, OH

SUMMATION

Shoreline Drive Reconstruction
Sandusky, OH 44870
KCC Project 16105

ESTIMATED COST ANALYSIS	
SCOPE OF WORK: Maintain existing secondary power supply to buisiness at 235 E. Shoreline drive. Coordinate outage and refeed to new underground power system with Ohio Edison.	
TOTAL LABOR	$ -
TOTAL OWNED EQUIPMENT	$ -
TOTAL RENTED EQUIPMENT	$ -
TOTAL MATERIAL	$ -
TOTAL SUBCONTRACTOR	$ 550.00
TOTAL TRUCKING	$ -
PROFESSIONAL SPECIALIZED WORK	$ -
TOTAL COST ANALYSIS	**$ 550.00**

Kokosing Construction Co., Inc.
6235 Westerville Road
Westerville, OH

Shoreline Drive Reconstruction
Sandusky, Ohio 44870
KCC Project 16105

SUMMATION

ESTIMATED COST ANALYSIS	
SCOPE OF WORK: **Maintain existing secondary power supply to ODNR Fishery building. Coorindate outage and refeed to new underground power system with Ohio Edison.**	
TOTAL LABOR	$ -
TOTAL OWNED EQUIPMENT	$ -
TOTAL RENTED EQUIPMENT	$ -
TOTAL MATERIAL	$ -
TOTAL SUBCONTRACTOR	$ 165.00
TOTAL TRUCKING	$ -
PROFESSIONAL SPECIALIZED WORK	$ -
TOTAL COST ANALYSIS	**$ 165.00**

GENERAL CONTRACTORS

kokosing
CONSTRUCTION COMPANY, INC.
HEAVY HIGHWAY DIVISION
6235 Westerville Road • Westerville, Ohio 43081
Phone 614-228-1029 • Fax 614-228-7065

November 25, 2019

Letter No. 16105-054

Eric Wobser
City Manager
City of Sandusky
240 Columbus Avenue
Sandusky, Ohio 44870

Attn: Aaron M. Klein, P.E.
Director of Public Works / City Engineer

Re: City of Sandusky
Shoreline Drive Reconstruction
Shoreline Drive-Early Notice of Delay

Mr. Klein,
Kokosing is placing the City of Sandusky on an early notice of delay. This delay is based on email correspondence from Monday November 18th, 2019 stating that change order funding for the Sandusky Shoreline Drive project would be delayed until January 2020.

Currently, there are insufficient project funds to release all utility companies to perform the work required for bid alternate C and the east end utility burial. Similarly Ohio Edison cannot commence energizing the western portions of Shoreline Drive as anticipated without a fully executed contract from the City.

Depending on the timeframe of issuance of change order #1, this funding delay may cause a delay to the project. A schedule extension of up to 8 weeks is anticipated at this time.

Sincerely,

KOKOSING CONSTRUCTION COMPANY, INC.

Kevin J. Lynch

Kevin J. Lynch, PE
Lead Project Engineer

cc. SharePoint

CERTIFICATE OF FUNDS

In the Matter of: Kokosing - Shoreline Drive

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the City of Sandusky under the foregoing Contract 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 an appropriate fund, free from any previous encumbrances. This certificate is given compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Dated: ______1/8/2020____________________________

By: Michelle Reeder

Michelle Reeder

Finance Director

Account #: 241-4447

612-5360

431-6640

432-4070

ORDINANCE NO.__________

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO APPROVE THE FIRST CHANGE ORDER FOR WORK BEING PERFORMED BY KOKOSING INDUSTRIAL, INC. OF TOLEDO, OHIO, FOR THE SHORELINE DRIVE REHABILITATION PROJECT IN THE AMOUNT OF $1,207,937.30; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, as part of the Bicentennial Vision Comprehensive Plan, the City proclaimed a desire to reconstruct Shoreline Drive in coordination with the rehabilitation of the Jackson Pier; and

WHEREAS, the Shoreline Drive Rehabilitation Project involves the rehabilitation and streetscape improvements of Shoreline Drive including a multipurpose path and upgrading utilities; and

WHEREAS, subsequent to a Request for Qualifications (RFQ) process, this City Commission approved an agreement with Osborn Engineering of Cleveland, Ohio, for professional Design Services for the preliminary engineering of the Shoreline Drive Rehabilitation Project by Ordinance No. 17-016, passed on February 13, 2017, and subsequently approved another agreement for Professional Design Services for the preparation of the design-build documents, bidding documents, and construction engineering by Ordinance No. 17-224, passed on December 11, 2017; and; and

WHEREAS, the City issued a Request for Qualifications (RFQ) pursuant to the Ohio Revised Code for eligible Design-Build Teams (DBT) and this City Commission approved a Design-Build Contract with Kokosing Industrial, Inc., of Toledo, Ohio, for the Shoreline Drive Rehabilitation Project by Ordinance No. 18-192, passed on October 9, 2018; and

WHEREAS, this First Change Order provides for an extension of the completion date from March 7, 2020, to May 2, 2020, and for additional work as summarized below:

Hancock Waterline	$	28,058.00
Jackson Street Bump-outs	$	49,861.06
Fire service, 115 West Water Street	$	6,000.00
Fire service, 131 East Water Street	$	6,000.00
Water service, 219 East Water Street	$	2,324.00
East End Traffic Calming Analysis	$	7,220.40
Mile Marker Zero	$	126,342.92
Overhead Utility Burial	$	958,036.90
Drive Apron, 131 East Water Street	$	2,790.00
Private Utility Burial	$	21,304.02
Total	$	1,207,937.30

WHEREAS, the original contract with Kokosing Industrial, Inc. was $8,789,877.00 and with the addition of this First Change Order in the amount of

$1,207,937.30, the revised contract cost is $9,997,814.30 and will be paid as follows:

OWDA - Sewer Funds (Storm Water)	$ 1,305,579.00
OWDA - Water Funds	$ 1,205,623.00
OWDA - Sewer Funds (Sanitary)	$ 1,709,517.00
CDBG Funds (FY 2018)	$ 460,542.00
Capital Funds (Chesapeake TIF proceeds)	$ 3,655,898.68
Issue 8 Funds (2018 Sandusky Bay Pathway)	$ 300,000.00
Capital Funds (2018 Sandusky Bay Pathway)	$ 168,332.00
Issue 8 Funds (2018 Road)	$ 253,430.00
Grant (Wightman-Wieber Foundation)	$ 500,000.00
Private Funding	$ 17,114.00
CDBG Funds (FY 2019)	$ 372,646.59
Capital Funds (Battery Park TIF)	$ 45,632.03
State of Ohio ODNR Grant	$ 3,500.00
Total	$ 9,997,814.30

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 approve the change order and costs to allow payment to be made to the contractor for work already performed and to continue working on the project to avoid downtime and possible cost increase and also allow the contractor to disburse funds to Ohio Edison to begin performing the utility burial work; 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 Change Order for work to be performed for the Shoreline Drive Rehabilitation Project in an amount **not to exceed** One Million Two Hundred Seven Thousand Nine Hundred Thirty Seven and 30/100 Dollars ($1,207,937.30) resulting in a revised contract cost of Nine Million Nine Hundred Ninety Seven Thousand Eight Hundred Fourteen and 30/100 Dollars ($9,997,814.30) with

Kokosing Industrial, Inc., of Toledo, Ohio, and to extend the completion date from March 7, 2020, to May 2, 2020.

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.

____
PRESIDENT OF THE CITY COMMISSION

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

Passed: January 13, 2020

DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5829
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: January 2, 2020

Subject: Commission Agenda Item – Submerged Lands Lease for Shoreline Drive

ITEM FOR CONSIDERATION: Resolution authorizing and consenting to a Submerged Lands Lease to be issued by the State of Ohio for Shoreline Drive.

BACKGROUND INFORMATION: The Submerged Lands Lease (SLL) application is roughly from the centerline of the roadway to the northern right of way of Shoreline Drive between Lawrence Street at the west terminus and Franklin Street at the east terminus. The total area of submerged land that will be occupied for public property is 82,117.8274 square feet, which is 1.8852 acres. Refer to attachments for exact limits.

The Ohio Department of Natural Resource (ODNR) does not actively pursue non-compliant properties or rights-of-way. However, a construction project within a submerged land area will require the applicant to obtain a Submerged Lands Lease. Hence, the Shoreline Drive Rehabilitation project has initiated this necessity. Conversations in 2018 with ODNR staff prior to construction said that they would not ask us to delay construction activities and that we could submit the application when the survey and historical map reviews were complete. This is very much a formality for a right-of-way improvement project.

Approval of this legislation will authorize the City Manager to sign and submit applications to the Ohio Department of Natural Resources. Once the final terms of the lease are prepared, it will be brought to City Commission for approval.

BUDGETARY INFORMATION: Since the right-of-way area is considered a “governmental non-income producing” facility, the 50-year lease will cost $1.00 per annum, which will be paid from the General Fund.

ACTION REQUESTED: It is requested that a resolution authorizing and consenting to a submerged lands lease from the State of Ohio Department of Natural Resources for right-of-way along the northerly portion of Shoreline Drive within the lease area be approved under suspension of the rules and in accordance with Section 14 of the City Charter in order to ensure that the administrative review process can continue in a timely manner and the project proceed expeditiously.

I concur with this recommendation:

____
Eric Wobser
City Manager

cc: K. Kresser, Commission Clerk; S. Martin, Acting Finance Director; T. Hayberger, Law Director

CERTIFICATE OF FUNDS

In the Matter of: State of Ohio Submerged Land Lease

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the City of Sandusky under the foregoing Contract 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 an appropriate fund, free from any previous encumbrances. This certificate is given compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Dated: 1/8/2020

By: Michelle Reeder

Michelle Reeder

Finance Director

Account #: 110-7900-53000

RESOLUTION NO. __________

A RESOLUTION ADOPTED PURSUANT TO SECTION 1506.11 OF THE OHIO REVISED CODE FINDING AND DETERMINING THAT BASED UPON THE REPRESENTATIONS AND APPLICATION FILED BY THE CITY OF SANDUSKY, THE USE AND DEVELOPMENT OF THE TERRITORY SO DESCRIBED, A SUBMERGED LANDS LEASE MAY BE ENTERED INTO BY THE STATE'S DIRECTOR OF NATURAL RESOURCES; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City of Sandusky is the upland property owner and trustee for the general public of the rights-of-way as defined in the Ohio Revised Code, Section 4511.01(uu), including Shoreline Drive; and

WHEREAS, this City Commission approved an agreement with Osborn Engineering of Cleveland, Ohio, for Professional Design Services for the preliminary engineering of the Shoreline Drive Rehabilitation Project by Ordinance No. 17-016, passed on February 13, 2017, and subsequently approved another agreement for Professional Design Services for the preparation of the design-build documents, bidding documents, and construction engineering by Ordinance No. 17-224, passed on December 11, 2017; and; and

WHEREAS, this City Commission approved a design-build contract with Kokosing Industrial, Inc. of Toledo, Ohio, for the Shoreline Drive Rehabilitation Project by Ordinance No. 18-192, passed on October 9, 2018; and

WHEREAS, the proposed Shoreline Drive Rehabilitation Project involves the rehabilitation and streetscape improvements of Shoreline Drive including the replacement of aging water, sewer and storm sewer mains, reconstruction of the roadway including the removal of abandon railroad tracks, on-street parking improvements, multi-use paths, lighting, and burial of low-voltage utilities in various locations; and

WHEREAS, the City is required by the Ohio Department of Natural Resources to obtain a submerged lands lease for projects which are within a submerged land area; and

WHEREAS, the City of Sandusky has made certain representations and filed an original application and site plan consistent therewith, with the State Director of Natural Resources, a copy of which is attached marked "Exhibit A" and is specifically incorporated as if fully rewritten herein, indicating a desire to use and develop a part of the territory as specified in their application and site plan without impairment of the public's right of navigation, water commerce and fishery; and

WHEREAS, this City Commission determines that based upon the City's representations, the territory as described in their application and site plan filed by the City of Sandusky is not necessary or required for the construction, maintenance, or operation, by the City of Sandusky, of breakwaters, piers, docks, wharves, bulkheads, connecting ways, water terminal facilities, and improvements and marginal highways, in aid of navigation and water commerce; and

WHEREAS, this City Commission determines that based upon the City's representations the land uses specified in the City's application and site plan filed with the State's Director of Natural Resources comply with the regulations of permissible land use under all waterfront plans adopted by the City of Sandusky; and

WHEREAS, this Resolution should be passed as an emergency measure and in accordance with Section 14 of the City Charter in order to ensure that the administrative review process can continue in a timely manner and the project proceed expeditiously; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, 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 **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 finds and determines that based upon the City's representations as contained in attached Exhibit "A" the territory as described in their application and site plan is not necessary or required for the construction, maintenance, or operation, by the City of Sandusky of breakwaters, piers, docks, wharves, bulkheads, connecting ways, water terminal facilities, and improvements and marginal highways, in aid of navigation and water commerce.

Section 2. This City Commission finds and determines that based upon the City's representations contained in attached Exhibit "A" the land uses specified in the application and site plan filed with the State's Director of Natural Resources comply with the regulations of permissible land use under all waterfront plans adopted by the City of Sandusky.

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

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

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

____
PRESIDENT OF THE CITY COMMISSION

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

Passed: January 13, 2020

OHIO DEPARTMENT OF NATURAL RESOURCES

COASTAL PERMITS AND LEASE APPLICATION

Please consult the instructions prior to completing this form. Please type or print clearly using blue or black ink.

GENERAL INFORMATION

1. Property owner name: City of Sandusky	
2. Mailing address: 222 Meigs Street Sandusky, OH 44870	3. Home telephone number: 419-627-5829 4. Alternate telephone number: 5. Email address: aklein@ci.sandusky.oh.us
6. Authorized agent/representative name: Aaron Klein, P.E. Director, Public Works	
7. Mailing address: SAME	8. Telephone number: 9. Fax Number: 10. Email address

11. Street address: Shoreline Drive, Sandusky, OH 44870		
12. Permanent parcel number(s): N/A, in city R/W		
13. City or township: Sandusky	14. County: Erie	
15. Site location description (if necessary): Lease area is within Shoreline Drive right-of-way from Lawrence Street to the west, to Franklin Street to the east.		16. Submittals (check if enclosed): Location map ✓ Drawing is sufficient for Location map

17. Name of adjoining shoreline property owner(s)	Street address/city/state/ zip code (include permanent mailing and local)
Many adjoining	properties, available upon request if required

18. Brief description of the proposed structure or project (attach additional sheets if necessary): Submerged land lease for the northerly part of Shoreline Drive.	
19. Anticipated start date: March, 2019	20. Anticipated finish date: March, 2019

21. To apply for an authorization, check the box below and complete the application on the reverse page:		
Shore Structure Permit	✓ Submerged Lands Lease	Coastal Erosion Area Permit
Shore Structure Permit Modification	Submerged Lands Lease Modification	Consistency Statement

AGENCY USE ONLY					
Application Reference #:	Date Received:				
Lease Reference #:	This copy to:	☐ SSP	☐ SLL	☐ CEA	☐ Other

SHORE STRUCTURE PERMIT APPLICATION §1506.40 ORC

1. Professional Engineer:		2. Ohio registration number:
3. Mailing address:	4. Phone number: 5. Fax number: 6. Email address:	7. Submittals (check if enclosed) ☐ Construction drawings (by professional engineer) ☐ Design information

SUBMERGED LANDS LEASE APPLICATION §1506.11 ORC

1. Total Area of Submerged Lands to be Occupied: 82,117.8274 S.F. (1.8852 Acres)			
2. Upland deed recording information [Deed book] N/A	[Deed page] N/A	City Right-of-Way	
3. Local Authority Issuing Resolution: City of Sandusky		Date issued:	
4. Was any Portion of the Structure Erected in Lake Erie Prior to October 13, 1955?		☒ Yes	☐ No
5. Brief Explanation of the Purpose of the Structure or Project *(attach additional sheets if necessary)*: Formalize lease area within Shoreline Drive prior to improvements are constructed in the street right-of-way.		6. Submittals (check if enclosed): ☐ Construction drawings ☐ Copy of title deed ☒ Metes & bounds description and plat ☒ Local resolution or ordinance ☐ Legal documentation of signature authority	

COASTAL EROSION AREA PERMIT APPLICATION §1506.07 ORC

1. Authorization Type:	☐ Existing	☐ New Measure	Date Built (if existing):
2. Upland deed recording information [Deed book]		[Deed page]	
3. Construction start date for the building or addition:			
4. Brief description of the building or addition *(attach additional sheets if necessary)*:			5. Submittals (check if enclosed): ☐ Construction drawings ☐ Permanent structure drawings ☐ Copy of title deed ☐ Construction schedule ☐ Design information

SIGNATURE AND CONSISTENCY STATEMENT §1506.03 ORC

I certify that the proposed activity identified in this application shall comply with Ohio's approved Coastal Management Program and will be conducted in a manner consistent with such program (15 CFR 930.57 and ORC 1506.03).

I do additionally certify that I am familiar with the information contained in this application and, to the best of my knowledge and belief, such information is true, complete and accurate.

Signature of Property Owner or Authorized Agent	Date

MAIL TO: Ohio DNR Office of Coastal Management, 105 West Shoreline Drive, Sandusky OH 44870

Contractors Design Engineering
Consulting Engineers and Surveyors
1623 Old State Road, Norwalk, Ohio 44857

Legal Description For:
The City of Sandusky

Being a parcel of land located in the right-of-way of Shoreline Drive (former Railroad Street), City of Sandusky, Erie County, Firelands Connecticut Western Reserve, State of Ohio, and further particularly described as follows:

Beginning at a 1” iron pin found in a monument box at the intersection of the centerlines of Lawrence Street and Water Street; Thence North 23° 43’ 49” West, along the centerline of Lawrence Street, a distance of 184.62 feet to a point on the natural shoreline based on 1877 aerial imagery and being the principal place of beginning;

1. Thence South 70° 19’ 57” West, a distance of 66.17 feet to a point;

2. Thence North 23° 43’ 49” West, a distance of 13.70 feet to a point on the northerly right-of-way line of Shoreline Drive (80’ R/W);

3. Thence North 71° 05’ 42” East, along an extension of the northerly right-of-way line of Shoreline Drive, a distance of 132.47 feet to a point;

4. Thence North 71° 05’ 42” East, continuing along the northerly right-of-way line of Shoreline Drive, a distance of 842.51 feet to a point of deflection;

5. Thence North 66° 12’ 56” East, continuing along the northerly right-of-way line of Shoreline Drive, a distance of 1,972.45 feet to a point of deflection;

6. Thence North 61° 12’ 18” East, along the northerly right-of-way line of Shoreline Drive, a distance of 512.78 feet to a point on the westerly right-of-way line of Franklin Street;

7. Thence South 23° 45’ 04” East, along the westerly right-of-way line of Franklin Street, a distance of 17.63 feet to a point on the natural shoreline based on 1877 aerial imagery;

Thence along the natural shoreline based on 1877 aerial imagery the following forty (40) courses:

8. Thence South 64° 44’ 21” West, a distance of 198.48 feet to a point;

9. Thence South 58° 32’ 40” West, a distance of 103.53 feet to a point;

10. Thence South 61° 07’ 59” West, a distance of 119.37 feet to a point;

11. Thence South 49° 47’ 12” West, a distance of 30.68 feet to a point;

12. Thence South 72° 05’ 06” West, a distance of 64.41 feet to a point;

13. Thence South 57° 26’ 49” West, a distance of 153.95 feet to a point;

14. Thence South 64° 27’ 43” West, a distance of 45.95 feet to a point;

15. Thence South 78° 14’ 15” West, a distance of 44.18 feet to a point;

16. Thence South 53° 41’ 49” West, a distance of 76.04 feet to a point;

17. Thence South 65° 09’ 19” West, a distance of 81.43 feet to a point;

18. Thence South 66° 27’ 55” West, a distance of 153.34 feet to a point;

19. Thence South 55° 51’ 40” West, a distance of 60.97 feet to a point;

20. Thence South 67° 33’ 35” West, a distance of 146.25 feet to a point;

21. Thence South 81° 52’ 36” West, a distance of 38.23 feet to a point;

22. Thence South 64° 11’ 40” West, a distance of 164.20 feet to a point;

23. Thence South 67° 08’ 42” West, a distance of 99.10 feet to a point;

24. Thence South 70° 14’ 50” West, a distance of 97.03 feet to a point;

25. Thence South 80° 20’ 55” West, a distance of 68.02 feet to a point;

26. Thence South 69° 19’ 15” West, a distance of 68.63 feet to a point;

27. Thence South 51° 05’ 38” West, a distance of 47.67 feet to a point;

28. Thence South 67° 29’ 45” West, a distance of 126.64 feet to a point;

29. Thence South 71° 00’ 15” West, a distance of 179.58 feet to a point;

30. Thence South 62° 00’ 57” West, a distance of 217.37 feet to a point;

31. Thence South 72° 24’ 07” West, a distance of 74.66 feet to a point;

32. Thence South 68° 06’ 05” West, a distance of 86.23 feet to a point;

33. Thence South 69° 48’ 06” West, a distance of 11.13 feet to a point;

34. Thence South 62° 39’ 24” West, a distance of 51.02 feet to a point;

35. Thence South 74° 56’ 02” West, a distance of 33.98 feet to a point;

36. Thence South 67° 52’ 45” West, a distance of 35.45 feet to a point;

37. Thence South 75° 16’ 58” West, a distance of 60.82 feet to a point;

38. Thence South 62° 48’ 40” West, a distance of 29.30 feet to a point;

39. Thence South 72° 20’ 59” West, a distance of 47.50 feet to a point;

40. Thence South 69° 37’ 52” West, a distance of 58.08 feet to a point;

41. Thence South 80° 34’ 01” West, a distance of 53.33 feet to a point;

42. Thence South 71° 55’ 14” West, a distance of 63.03 feet to a point;

43. Thence South 56° 40’ 23” West, a distance of 45.73 feet to a point;

44. Thence South 69° 48’ 08” West, a distance of 61.93 feet to a point;

45. Thence South 74° 28’ 55” West, a distance of 15.71 feet to a point;

46. Thence South 72° 00’ 04” West, a distance of 170.06 feet to a point;

47. Thence South 83° 39’ 57” West, a distance of 49.23 feet to a point;

48. Thence South 70° 19’ 57” West, a distance of 80.44 feet to the principal place of beginning and containing 1.8852 acres (82,117.8274 Sq. Ft.) of which all are within the road right-of-way of Shoreline Drive, but subject to all legal highways, easements and restrictions of record;

Bearings are based on Grid North of the Ohio State Plane Coordinate System, NAD83 (2011) Datum, Geoid 12A, by ODOT VRS.

This description was prepared by Contractors Design Engineering, (Consulting Engineers and Surveyors, Norwalk, Ohio) in November, 2018 per Alexander B. Etchill, Registered Surveyor No. 8516 from an actual survey performed February, 2018 on the premises by Contractors Design Engineering.

LEGEND

SET	FOUND	DESCRIPTION
⊛	⊕	RAILROAD SPIKE
▣	⊡	MONUMENT BOX

(D) DEED (M) MEASURED
(P) PLATTED (C) CALCULATED
(S) SURVEY

ALL 5/8" IRON PINS SET ARE 30" LONG REBAR WITH YELLOW PLASTIC CAPS STAMPED "C.D. ENG 8456 & 8512"

100 0 100 200

SCALE 1" = 100'

BEARINGS ARE BASED ON GRID NORTH OF THE OHIO STATE PLANE COORDINATE SYSTEM, NAD83 (2011) DATUM, GEOID 12A, BY ODOT VRS

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 70° 19' 57" W	66.17'
L2	N 23° 43' 49" W	13.70'
L3	N 71° 05' 42" E	132.47'
L4	N 71° 05' 42" E	842.51'
L5	N 66° 12' 56" E	1,972.45'
L6	N 61° 12' 18" E	512.78'
L7	S 23° 45' 04" E	17.63'
L8	S 64° 44' 21" W	198.48'
L9	S 58° 32' 40" W	103.53'
L10	S 61° 07' 59" W	119.37'
L11	S 49° 47' 12" W	30.68'
L12	S 72° 05' 06" W	64.41'
L13	S 57° 26' 49" W	153.95'
L14	S 64° 27' 43" W	45.95'
L15	S 78° 14' 15" W	44.18'
L16	S 53° 41' 49" W	76.04'
L17	S 65° 09' 19" W	81.43'
L18	S 66° 27' 55" W	153.34'
L19	S 55° 51' 40" W	60.97'
L20	S 67° 33' 35" W	146.25'
L21	S 81° 52' 36" W	38.23'
L22	S 64° 11' 40" W	164.20'
L23	S 67° 08' 42" W	99.10'
L24	S 70° 14' 50" W	97.03'
L25	S 80° 20' 55" W	68.02'
L26	S 69° 19' 15" W	68.63'
L27	S 51° 05' 38" W	47.67'
L28	S 67° 29' 45" W	126.64'
L29	S 71° 00' 15" W	179.58'
L30	S 62° 00' 57" W	217.37'
L31	S 72° 24' 07" W	74.66'
L32	S 68° 06' 05" W	86.23'
L33	S 69° 48' 06" W	11.13'
L34	S 62° 39' 24" W	51.02'
L35	S 74° 56' 02" W	33.98'
L36	S 67° 52' 45" W	35.45'
L37	S 75° 16' 58" W	60.82'
L38	S 62° 48' 40" W	29.30'
L39	S 72° 20' 59" W	47.50'
L40	S 69° 37' 52" W	58.08'

LINE TABLE		
LINE	BEARING	DISTANCE
L41	S 80° 34' 01" W	53.33'
L42	S 71° 55' 14" W	63.03'
L43	S 56° 40' 23" W	45.73'
L44	S 69° 48' 08" W	61.93'
L45	S 74° 28' 55" W	15.71'
L46	S 72° 00' 04" W	170.06'
L47	S 83° 39' 57" W	49.23'
L48	S 70° 19' 57" W	80.44'

NOTE:

L33 THROUGH L45 LINES MATCH WITH SUB-324-ER-2017 REPLACEMENT LEASE

File Name: Z:\CDEng18\18-293-City of Sandusky Shoreline Dr. SLL\18-293.dwg

STATE OF OHIO
ALEXANDER B. ETCHILL
8512
REGISTERED
SURVEYOR

Submerged Land Lease Survey Plat for
The City of Sandusky
Being a parcel of land located in the right-of-way of Shorline Drive, City of Sandusky, Erie County, Firelands Connecticut Western Reserve, State of Ohio

CONTRACTORS DESIGN ENGINEERING
CONSULTING ENGINEERS & SURVEYORS
NORWALK, OHIO

DATE: NOV., 2018	CK'D. BY: ABE	PROJECT NO.
DR. BY: DMM	REV'D BY:	18-293

ADMINISTRATIVE SERVICES

240 Columbus Ave.
Sandusky, Ohio 44870

To: Eric Wobser, City Manager

From: Stuart Hamilton

Date: Jan 6th, 2020

Subject: Commission Agenda Item –Office 365 for Government annual agreement renewal 2020.

ITEM FOR CONSIDERATION: Requesting legislation authorizing the City Manager to purchase subscription licensing for Office 365 renewal for calendar year 2020 from Insight Public Sector of Hanover Park, Illinois, for a 12-month period (260 E1 and 15 E3 licenses).

BACKGROUND INFORMATION: This is our yearly subscription for our email and office 365 service that we use for collaboration. This has turned out to be a powerful tool for the City from a communication and organizational point of view.

Proposed Solution:
Renew our subscription for another 12 months to keep our service active. Due to be renewed by February 1st, 2020.

Microsoft is the sole provider of Office 365 and Insight Public Sector is our Microsoft Partner.

BUDGETARY INFORMATION: The cost for this service for a 12-month period will be $25,662.35, and will be paid by the IT's operating budgeting the amount of $12,831.17, by the Water Fund in the amount of $6415.59, and by the Sewer Fund in the amount of $6415.59.

ACTION REQUESTED: It is recommended that the proper legislation be prepared for the purchase of 12 months of Office 365 for Government subscription licensing from Insight Public Sector. It is requested that this legislation take effect in full accordance with Section 14 of the City Charter in order to make payment for the subscription licensing for Office 365 and ensure continued email communication service.

I concur with this recommendation:

______________________________ ______________________________

Eric Wobser, City Manager Stuart Hamilton, I.T Manager

cc: K. Kresser, Commission Clerk; M. Reeder, Finance Director; T. Hayberger, Law Director

INSIGHT PUBLIC SECTOR SLED
6820 S HARL AVE
TEMPE AZ 85283-4318
Tel: 800-467-4448

SOLD-TO PARTY 10933097

THE CITY OF SANDUSKY IT DEPARTMENT
222 MEIGS ST
SANDUSKY OH 44870-2835

SHIP-TO PARTY

THE CITY OF SANDUSKY IT DEPARTMENT
222 MEIGS ST
SANDUSKY OH 44870-2835

Quotation

Quotation Number : 221852848
Document Date : 02-JAN-2020
PO Number :
PO Release :
Sales Rep : Sabrina Clemmensen
Email : SCLEMMEN@INSIGHT.COM
Telephone :

We deliver according to the following terms:

Payment Terms : Net 30 days
Ship Via : Electronic Delivery
Terms of Delivery : FOB DESTINATION
Currency : USD

Material	Material Description	Quantity	Unit Price	Extended Price
Q5Y-00007	Microsoft Office 365 (Plan E3) - Subscription license (1 year) - 1 user - hosted - local, Microsoft Qualified - OLP: Government - additional product, Open - English OPEN MARKET LICENSE : 99516402ZZL2001	15	215.65	3,234.75
Q4Y-00007	Microsoft Office 365 (Plan E1) - Subscription license (1 year) - 1 user - hosted - local, Microsoft Qualified - OLP: Government - additional product, Open - English OPEN MARKET LICENSE : 99516402ZZL2001	260	86.26	22,427.60

Product Subtotal	25,662.35
TAX	0.00
Total	25,662.35

Lease & Financing options available from Insight Global Finance for your equipment & software acquisitions. Contact your Insight account executive for a quote.

Thank you for considering Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Sabrina Clemmensen

SCLEMMEN@INSIGHT.COM

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

The U.S. government has imposed tariffs on technology-related goods. Many of Insight's OEM and distribution partners have notified Insight that these tariffs will result in frequent and significant price increases. Some of our major partners have already provided Insight with cost increases, in some instances multiple times per day, while other providers are still assessing their situations. Due to the situation it is possible this quote may be subject to cost changes for Insight which will necessitate changes to the quoted pricing, or withdrawal of the quote.

This purchase is subject to Insight's online Terms of Sale unless you have a separate purchase agreement signed by both your company and Insight, in which case, that separate agreement will govern. Insight's online Terms of Sale can be found at: http://www.insight.com/en_US/help/terms-of-sale-products-ips.html

CERTIFICATE OF FUNDS

In the Matter of: Office 365 Microsoft

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the City of Sandusky under the foregoing Contract 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 an appropriate fund, free from any previous encumbrances. This certificate is given compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Dated: ______1/8/2020____________________________

By: Michelle Reeder

Michelle Reeder

Finance Director

Account #: 110-7080

612-5900

613-5900

ORDINANCE NO._____________

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXPEND FUNDS FOR THE SUBSCRIPTION LICENSING FOR MICROSOFT OFFICE 365 FOR GOVERNMENT FROM INSIGHT PUBLIC SECTOR OF HANOVER PARK, ILLINOIS, FOR THE CITY'S E-MAILING SYSTEM; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City Commission approved an Agreement for Consulting Services with Weisberg Consulting Inc., of Milford, Michigan, for the migration of e-mail to Microsoft Exchange Online for Government by Ordinance No. 15-169, passed on November 23, 2015; and

WHEREAS, the City Commission authorized the expenditure of funds for the subscription licensing for Microsoft Office 365 for Government from Insight Public Sector of Hanover Park, Illinois, for the City's e-mailing system by Ordinance No. 16-008, passed on January 25, 2016; and

WHEREAS, the annual subscription licensing for Office 365 for Government for the period beginning February 1, 2020, is $25,662.35 and will be paid with funds from the Information Technology's operating budget in the amount of $12,831.17, Water Funds in the amount of $6,415.59 and Sewer Funds in the amount of $6,415.59; 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 timely payment for the subscription licensing for Office 365 for Government and by the renewal date of February 1, 2020, and ensure continued e-mail communication service; 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 expend funds for the annual subscription licensing for Microsoft Office 365 for Government for the period beginning February 1, 2020, from Insight Public Sector of Hanover Park, Illinois, for the City's e-mailing system, at an amount **not to exceed** Twenty Five Thousand Six Hundred Sixty Two and 35/100 Dollars ($25,662.35).

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.

____
PRESIDENT OF THE CITY COMMISSION

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

Passed: January 13, 2020

CITY MANAGER

240 Meigs Street
Sandusky, Ohio 44870
419.627.5844
www.cityofsandusky.com

To: Sandusky City Commission

From: Eric Wobser, City Manager

Date: January 6, 2020

Subject: Commission Agenda Item – Memorandum of Understanding between the City of Sandusky and the National Resource Network

ITEM FOR CONSIDERATION: Ordinance approving a memorandum of understanding between the City of Sandusky and the National Resource Network to provide technical assistance related to the development of a multi-year financial plan.

BACKGROUND INFORMATION: On August 30, 2019, the City of Sandusky submitted an application to the National Resource Network. The Network and Greater Ohio Policy Center (GOPC) participated in an on-site assessment visit on October 8, 2019 and followed up with a telephone conference call to discuss the assessment findings and components of a potential engagement on November 27, 2019. On the basis of the assessment and the telephone conference call, the Network developed a proposal for the delivery of direct assistance including:

- Step I: Stakeholder Outreach & Validation – January 2020
- Step II: Strategy & Implementation – February 2020 – April 2020

The Network will provide the following deliverables to the City:

- Multi-year Financial Plan
    - Five-year financial projection model with baseline *status quo* scenario;
    - Comprehensive report in the form of a detailed PowerPoint presentation;
    - Presentations on the final report to the City.
- Regional Collaborative Body
    - Strategy and implementation roadmap

BUDGETARY INFORMATION: The Network estimates that the value of the direct assistance to the City of Sandusky is $187,500. The Network will fund seventy-five percent (75%) of this cost. The City of Sandusky will provide twenty-five percent (25%) of the total estimated cost of the direct assistance plan, or $46,875.

The City will initially pay with operating funds from the City Manager's budget that are dedicated for strategic planning. The City's goal is to offset a portion of the cost through funds raised from private resources. Payment is due no later than sixty (60) days after the execution of the MOU, or on a schedule mutually agreed upon by the City and the Network prior to the commencement of the direct assistance engagement.

If the value of the direct assistance increases due to an increase in scope agreed to by the Network and the City and commemorated by a written amendment, the City will then be responsible for twenty-five percent (25%) of any increase in cost.

ACTION REQUESTED: It is requested that an Ordinance be passed to allow the City Manager and the to enter into a memorandum of understanding with the National Resource Network under suspension of the rules in accordance with Section 14 of the City Charter so the MOU can be signed immediately and begin the first phase and ultimately complete the plan by the timeline schedule of April 30, 2020, and to initiate the process for payment.

I concur with this recommendation:

____

Eric Wobser
City Manager

cc: K. Kresser, Commission Clerk; M. Reeder, Finance Director; T. Hayberger, Law Director

CERTIFICATE OF FUNDS

In the Matter of: ______National resource Network – Technical Assistance___________

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the City of Sandusky under the foregoing Contract 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 an appropriate fund, free from any previous encumbrances. This certificate is given compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Dated: __1/8/2020________

By: Michelle Reeder

Michelle Reeder

Finance Director

Account #: ______________________________

City of Sandusky, OH
Assessment Report

December 2019

TABLE OF CONTENTS

OHIO STATE RESOURCE NETWORK

In the years following the Great Recession, many U.S. communities – large and small – have struggled with serious economic challenges, as measured by poverty, unemployment, or population decline. These communities rarely face a single obstacle to competing more effectively for the residents and businesses they need to thrive. They instead face a web of challenges related to housing, equity, workforce development, infrastructure, education, and public safety. Frequently local governments lack the fiscal and operational capacity needed to tackle these issues as the realities of the day crowd out opportunities to invest in the future.

A 2016 study by the Greater Ohio Policy Center shows that Ohio has a concentration of these communities. Ohio's legacy cities experienced population loss, lower labor force participation, falling housing values, and rising poverty five years *after* the Great Recession officially ended in June 2009[1]. These struggles do not stop at a city's borders. On average the metropolitan areas that surround Ohio's medium and small legacy cities have lost people and jobs. This includes the suburban and rural communities that frequently rely on those cities as economic and service delivery hubs.

In 2013, the National Resource Network was formed by partners with expertise in public finance, community development, and economic development who came together to work side-by-side with local leaders to help them craft creative, realistic strategies to improve their communities' economic competitiveness.

In the summer of 2019, the Network, in cooperation with the Greater Ohio Policy Center, Arnold Ventures and the Just Transition Fund, announced the creation of the Ohio State Resource Network that brings this same approach to Ohio communities experiencing one of the following challenges:

- Population decline of 2 percent or more from 2010 through 2017 as measured by the U.S. Census and the American Community Survey;

- A poverty rate of 20 percent or more among those not enrolled in college/graduate school as measured by the American Community Survey; or

- An annual average unemployment rate of 6.5 percent or more as measured by the Bureau of Labor Statistics.

Beyond these demographic figures, each municipality faces its own set of barriers to economic competitiveness, against which it can marshal a distinctive mix of strengths and assets. In each selected jurisdiction, the OSRN will work with local leadership and stakeholders to identify and advance specific initiatives designed in response to the locality's most pressing and practicable needs.

The overall goals of the OSRN are to:

1) Strengthen the economic competitiveness of Ohio's small and mid-sized communities so they can attract and retain residents and businesses

2) Work hand-in-hand with local government, private sector, non-profit sector and other community leaders on strategic plans that combine their vision and unique assets with best-in-class technical assistance

[1] Greater Ohio Policy Center. *From Akron to Zanesville: How are Ohio's small and mid-sized cities faring?*

3) Identify practical and replicable solutions that other Ohio communities can adapt and use. This is a core principle of State Resource Networks—creating a knowledge exchange vehicle for practical solutions that are useful to a broader set of local governments.

ELIGIBILITY

In order to qualify for selection, an Ohio community must demonstrate it experiences at least one of the following challenges:

- Population decline of 2 percent or more from 2010 through 2017 as measured by the U.S. Census and the American Community Survey;

- A poverty rate of 20 percent or more in 2017 among those not enrolled in college/graduate school as measured by the American Community Survey; or

- An annual average unemployment rate of 6.5 percent or more as measured by the Bureau of Labor Statistics (where available)

Municipalities that qualify under these criteria are eligible to apply for OSRN assistance.

The City of Sandusky is eligible to participate due to its poverty rate of 21.5 percent excluding those enrolled in college or graduate school and its population decline of 2.5 percent between 2010 and 2017.

SANDUSKY, OHIO

The City of Sandusky, Ohio is the largest municipality in Erie County, and serves as the county seat. Located in northern central Ohio, on the shores of Lake Erie, Sandusky was founded in 1818 as a home rule municipal corporation and, due to its proximity to the lake, became a site for trading. During the 19th century, the establishment of the Mad River and Lake Erie Railroad brought industrialization to Sandusky as goods were transported by rail and through the port.

The 19th century also brought the creation of Cedar Point – a 364-acre amusement park located on a Lake Erie peninsula. Cedar Point is the second-oldest operating amusement park in the United States, and includes a beach, indoor and outdoor water parks, marinas, an outdoor sports complex, and resorts. Cedar Point brings an estimated 3.6 million visitors annually to Sandusky.

In the 20th century, traffic on the rail line declined, and the tracks that once ran through downtown Sandusky have been removed. The City became home to several automotive manufacturing plants, such as General Motors and Ford, which served as a primary employer for the City's population. At its peak, the General Motors bearing factory by itself employed almost 3,000 people[2].

Major manufacturing companies in Sandusky have closed over the last 30 years. The Hinde and Dauch Paper Company moved its administrative offices to New York City in 1965 and closed its Sandusky plant in 1997. The American Crayon Company located in downtown Sandusky merged with Dixon Ticonderoga in 1957 and closed in 2002 when the company moved operations to Mexico. The plant

[2] Linkhorn, Tyrel. November 1, 2016. "Auto Parts Supplier to Shut Down Its Plant in Sandusky." The Toledo Blade. Available at: http://www4.toledoblade.com/Automotive/2016/11/01/Auto-parts-supplier-Kyklos-Bearing-International-LLC-to-shut-down-its-plant-in-Sandusky.html

was demolished in 2015[3]. The former General Motors plant, which was sold to a subsidiary, closed in 2017 and laid off over 500 employees. By 2016, all motor vehicle establishments in Erie County (including Sandusky) employed only 2,531 people[4].

Sandusky has seen a 2.5 percent population loss since 2010, from 25,793 to 25,139. Sandusky's median household income in 2017 was $36,117, compared to $52,407 in Ohio and $51,033 in Erie County as a whole. Sandusky also has a higher concentration of people below age 18 living below the poverty rate at 33.8 percent, compared with 21.3 percent for the State and 19.1 percent for the County[5].

SUBMISSIONS

On August 30, 2019, City Manager Eric Wobser submitted Sandusky's application for OSRN assistance. His application outlined Sandusky's major challenges:

- Although Sandusky has a strong tourism economy, its associated revenues are seasonal;
- The City's workforce is relatively undereducated and is continuing its transition away from the manufacturing industry; and
- Regional development agencies need to scale up resources to help diversify the local economy.

The City has made efforts to address some of its economic and financial challenges, chiefly through the passage of Issue 8 in 2014, which increased the income tax from 1 to 1.25 percent and increased the admissions tax from 3 to 4 percent (discussed in more detail later in this report). The increase allowed the City to avoid layoffs and increased funding for infrastructure investments, economic development programs, and blight remediation. The City convened local and regional stakeholders who supported the campaign for Issue 8 and have since worked collaboratively on the Bicentennial Vision Plan that outlines a strategy for economic development and improved quality of life.

The City acknowledges further work is required to establish its long-term fiscal stability; increase investment in core municipal infrastructure; attract new, higher-paying employers to the area; and ensure Sandusky's residents are trained and able to take advantage of future employment opportunities.

SITE VISIT

On October 8, 2019, an assessment team conducted a site visit in the City of Sandusky. The team included representatives from the following organizations:

- **The PFM Group.** PFM is the nation's leading independent financial advisor to state and local governments and oversees the Network's efforts around financial planning and operational improvements. For more than 40 years, PFM has been a trusted advisor to governments as they seek financial and operational solutions to their toughest challenges. The PFM Group was represented by Gordon Mann, Director, and Ellen Ramage, Senior Analyst.

[3] Smith, Kristina M. *Lost Sandusky*. The History Press, Charleston, SC. 2015.
[4] Ohio Development Services Agency. "The Ohio Motor Vehicle Report: February 2019." Available at: https://development.ohio.gov/files/research/B1002.pdf
[5] American Community Survey five-year estimates, 2013-2017.

- **HR&A Advisors.** HR&A is an industry-leading real estate, economic development, and public policy consulting firm. HR&A has 40 years' experience working with cities across the country to create economic growth through rigorous analysis, hands-on assistance, and creative strategies that tap local assets. HR&A Advisors was represented by Kate Collignon, Partner.

- **Enterprise Community Partners.** Enterprise Community Partners creates opportunity for low- and moderate-income people through affordable housing in diverse, thriving communities. For more than 35 years, it has developed solutions through public-private partnerships focused on breaking down silos within local government and across sectors and building local capacity to meet the needs of all residents. Enterprise Community Partners was represented by Victoria Brown, Senior Director of Strategy and Operations, and Michelle Juma, Program Officer.

- **Greater Ohio Policy Center.** The Greater Ohio Policy Center deploys a strategic mix of advocacy, research, publications, convenings, and stakeholder partnerships to drive independent, creative policy reforms and achieve practical, politically savvy results. GOPC provides data-driven, nonpartisan policy analysis, research expertise, and policy development. The Greater Ohio Policy Center was represented by Lindsey Elam, Manager of Research.

The assessment team met with elected leaders, senior City decision-makers, and community stakeholders to better understand the key challenges facing Sandusky and to determine how to best strengthen and leverage their ongoing efforts. The assessment team met with the following individuals:

- **Eric Wobser**, City Manager, City of Sandusky
- **Dennis Murray, Jr.**, City Commission President, City of Sandusky
- **Richard Brady**, City Commission Vice President, City of Sandusky
- **Angela Byington**, Planning Director, City of Sandusky
- **Aaron Klein**, Director of Public Works, City of Sandusky
- **Matt Lasko**, Chief Development Officer, City of Sandusky
- **John Orzech**, Chief of Police, City of Sandusky
- **Rick Wilcox**, Fire Chief, City of Sandusky
- **Lee Alexakos**, Vice President of Community Relations, Cedar Fair
- **Duff Milkie**, Executive Vice President and General Counsel, Cedar Fair
- **Eugene Kidwell**, President and Trustee, Wightman/Wieber Charitable Foundation
- **Beth Maiden**, Executive Director, Erie County Community Foundation
- **Jeremy Normington-Slay**, President & CEO, Firelands Regional Health System
- **Dennis Shaffer**, Chief Executive Officer and President, CIVISTA Bank

Based on the City's submissions and the site visit, the assessment team determined that Sandusky exhibited sufficient readiness and willingness for technical assistance and recommends proceeding with an engagement.

SUMMARY OF ASSESSMENT FINDINGS

COMMUNITY CHALLENGES

Sandusky faces the challenges of job loss, low median household incomes, population decline, and aging housing stock. The City's median household income is $36,117, which is significantly lower than that of Erie County or the State of Ohio. Similarly, the median housing value is $81,000, which is 60 percent less than the median home values in the County or State. Sandusky's poverty rate is 22.9 percent[6], which is almost double the rate elsewhere in Erie County, and 37.5 percent of Sandusky's children under the age of 5 live in poverty.

Key Demographic and Economic Statistics[7]

	City of Sandusky	Erie County	State of Ohio
Median Household Income	$36,117	$51,033	$54,021
Unemployment	5.1%	5.1%	4.1%
Poverty Rate	22.9%	13.0%	14.9%
% of Children Under 5 Living in Poverty	37.5%	23.8%	25.1%
% Owner-Occupied Housing Units	53.0%	69.2%	66.1%
Vacancy Rate	17.9%	16.5%	10.5%
Median Housing Value	$81,000	$132,400	$135,100
Percentage of Housing Structures Built Before 1980	86.9%	71.7%	67.5%
Percentage of Population Over Age 65	16.5%	20.2%	15.9%
Median Age (Years)	38.2	44.6	39.3
Percentage of Population over Age 25 with a bachelor's degree or higher	16.2%	22.4%	27.2%

In its application, the City noted increased educational attainment of residents as one of its primary concerns. As Sandusky transitions away from a manufacturing economy, local leaders are seeking to attract employers who pay well and require a highly skilled workforce. However, as of 2017, only 16.2 percent of Sandusky residents have a bachelor's degree or higher, and 61.7 percent have a high school diploma as their highest level of educational attainment. Nineteen (19) percent of Sandusky households do not have a computer at home, and almost one-third, 31.5 percent, do not have a broadband internet subscription. This lack of technological access presents a barrier to Sandusky's residents and to economic growth.

Education and Workforce Development

The Ohio Department of Education evaluates all school districts, in part by utilizing a Performance Index that measures student performance on Ohio state tests. Sandusky City Schools ranked lowest among the six Erie County school districts in its Performance Index Score and it was the only school district in the county to receive a D rating, based on those test results.

However, the School District has implemented efforts to train its students and adult residents for the contemporary job market. The District has established a program called Blue Streak University

[6] This is the poverty rate without adjusting for residents enrolled in college or graduate school.
[7] U.S. Census Bureau, American Community Survey, 2013-2017; Bureau of Labor Statistics Local Area Unemployment Statistics, July 2019.

that allows high school students to gain college credit before graduation. The District also offers the Sandusky Career Center, a program for adults seeking continuing education or considering a career change. The Career Center offers GED classes, as well as courses in medical, industrial, computer, and office skills. Programs include nursing and medical assistance, cosmetology, and the Sandusky Police Academy[8].

City government is also focused on workforce development. The Sandusky Economic Development Corporation is working with consultants to understand why people are not participating in the local labor market and to understand how to better connect Sandusky's high school students to better paying jobs.

Housing Stock Challenges

Sandusky's housing stock reflects its history as a former booming industrial city. Eighty-seven (87) percent of homes were constructed before 1980, when Sandusky benefited from the strong local auto manufacturing industry and corresponding sustainable living wages. Homes built before 1978 are more likely to have lead pipes and lead paint chips or dust that poses a health risk to residents.

As the economy changed, Sandusky's population declined and the housing vacancy rate rose. At 17.9 percent, Sandusky's housing vacancy rate is almost twice that of Ohio as a whole. These conditions present a challenge for City government, in terms of code enforcement or demolition related to vacant or blighted properties, and for residents whose own property values are hurt by the vacant or blighted properties.

After the passage of Issue 8, City officials designated part of the new tax revenue for homeowner assistance programs. In 2016, the City created a Housing Development and Beautification Program, which provided $250,000 in grant assistance to property owners for housing improvements. In that year, the City provided assistance for 123 houses and leveraged $434,000 in private investment. Due to the success of and high interest in the program, the City increased the Program allocation to $300,000 in 2017[9].

In 2018, the City committed $828,000 in funding for home rehabilitation, exterior home improvements, down payment assistance, and landscaping. In 2016 and 2017, more than 100 homes were purchased through the Down Payment Assistance Program. Of these, 24 were purchased by residents moving to Sandusky from another municipality, 52 were purchased by a first-time home buyer, and 27 were previously vacant[10].

CITY GOVERNMENT'S CHALLENGES

The financial challenges that Sandusky's families, businesses and neighborhoods face – loss of jobs, mismatch between job opportunities and skill levels, and an aging housing stock – also affect City government.

City government's General Fund, which pays for core municipal services like police patrol and fire suppression, receives almost half of its revenue from income taxes paid by people who work in Sandusky or live there. Other portions of the income tax fund capital projects or debt service.

[8] More Information available at: https://www.scs-k12.net/aboutscs.aspx
[9] Kent State University's Cleveland Urban Design Collaborative. "Sandusky Neighborhood Initiative." Available at: http://www.ci.sandusky.oh.us/Planning%20&%20Zoning/Sandusky%20Neighborhood%20Initiative.pdf
[10] City of Sandusky. "Annual Report 2018." Available at: http://www.ci.sandusky.oh.us/City%20of%20Sandusky%20Annual%20Report%202018.pdf

Employment losses and stagnant wages have a direct impact on City government's ability to provide basic services.

Sandusky is less reliant on the income tax than other Ohio municipalities because of revenue from tourism-based taxes but the prevalence of the tourism industry creates its own financial challenges.

Seasonal economy

Tourism plays a critical role in Sandusky's economy. Much of the tourism is related to Cedar Point, the amusement park located on the shores of Lake Erie. According to City personnel, Cedar Point has an estimated 30,000 visitors per day who bolster the local economy and pay the tourism-based taxes that help fund City government's daily operations. Cedar Point has grown into Sandusky's largest employer with 6,052 employees in 2018, more than double the amount of the next largest employer[11]. Cedar Fair is the largest real estate tax payer in the City with $39 million in total assessed valuation, more than three times the amount of the next largest property holder, and the largest customer within Sandusky for City government's water and sewer systems[12].

Cedar Fair and the tourism economy in general are vital to City government's financial performance. According to the City Manager, admissions, lodging, and income taxes from those who work at Cedar Fair comprise 36 percent of total General Fund revenues. The percentage of economic activity related to tourism is even higher when other destinations or related businesses (i.e. hotels, restaurants) are included.

However, the amusement park is only open on a full-time basis between Memorial Day and Labor Day and other tourist destinations in and around Sandusky have similar seasonal schedules. A significant portion of Sandusky's economic activity is seasonal, and so are the tax revenues generated by that activity.

Meanwhile, Sandusky City government provides services all year, even when revenue collections slow. While Cedar Point has its own fire and emergency medical service department, the Sandusky Fire Department provides medical transport to tourists who need to go to the hospital, generating an estimated 300 – 500 calls per year. The Sandusky Police Department has a stable staffing level throughout the year, and the Public Works Department is responsible for maintaining and repairing infrastructure like roads, sidewalks, and utility systems after the tourism season has ended.

Issue 8

Throughout the assessment visit, participants pointed to Sandusky's positive momentum since the years following the Great Recession when the government cut services. Head count in City government dropped from 280 full-time equivalents (FTEs) in 2004 to 210 in 2014, a 25 percent decrease[13]. Sandusky also stopped performing basic maintenance activities, such as street paving and vehicle maintenance, and consolidated several units under Public Works to save money on management salaries.

In 2014, Sandusky residents approved Issue 8 that increased the income tax rate from 1 to 1.25 percent and raised the admissions tax rate from 3 to 4 percent[14]. Issue 8 took effect on January 1,

[11] City of Sandusky. "Comprehensive Annual Financial Report for the Year Ended December 31, 2018. Page S-58.
[12] 2018 CAFR, pages S-18, S-33, and S-40.
[13] Ouriel, Andy. October 29, 2014. "Issue 8 of Great Importance to Sandusky." Sandusky Register. Available at: http://www.sanduskyregister.com/story/201410290008
[14] Ibid.

2015 and allowed the City to not only avoid further layoffs, but also increase funding for infrastructure investments, economic development programs, and blight remediation. As shown in the table below, Issue 8 generated $1.8 million in 2018.

2018 Issue 8 Funding by Type[15]

Initiative	Amount
Streets	$877,373
Economic Development/Marketing	$396,551
Housing/Blight	$322,160
Facilities, Vehicles, Equipment	$107,493
Parks & Recreation	$41,745
Planning & Special Projects	$17,073
Total:	$1,762,395

In addition to the financial benefit of adopting Issue 8, the process demonstrated City government's ability to work with other partners in the non-profit and private sector, including Cedar Fair which was impacted by the higher admissions tax. City leaders noted that they have been disciplined and transparent in spending the Issue 8 revenue on the strategic priorities described during the campaign. That cooperative spirit and willingness to make difficult decisions in support of a plan continued through the implementation of the Bicentennial Vision Plan, as described below.

With the adoption of Issue 8 and the reported growth in the tourism activity, City government has restored some of the positions lost following the Great Recession. The City's head count in December 2018 was 268.5 FTEs with positions added in Police, Community Environment, and Basic Utility Services relative to 2014 levels. Sandusky is now in the position of weighing the immediate demands of its residents against several long-term strategic needs that require funding.

The City now utilizes a relatively new five-year capital plan aligned with the points of focus in the Bicentennial Vision Plan and linked to individual funding sources. The most recent Capital Improvement Plan for 2019-2024 identified $135.2 million in projected spending, with $46.2 million scheduled for 2019, the majority on streets and recreation.

In addition to the needs explicitly stated in the capital plan, the average age of Sandusky's housing stock is over 75 years old. Among the existing properties, 2 percent need to be demolished, and many others are blighted. Additionally, with the loss of manufacturing businesses, Sandusky is burdened with addressing the large and often contaminated properties left behind. In 2015, Sandusky began a plan to demolish the 191 properties the Western Land Conservancy assigned as "D" or "F" grade, meaning they posed immediate safety hazards, displayed open holes, had crumbling foundations, or had water infiltration. Since that time, Sandusky and its partners have demolished approximately 50 properties per year, although additional (but fewer) properties are added to the list each year. The City has also addressed this issue in recent years by hiring additional Code Enforcement Officers, who work in tandem with the Police Department's community impact officers to ensure Sandusky's buildings do not further deteriorate[16].

Years of infrastructure neglect means Sandusky has significant capital needs as well as ongoing projects that require regular maintenance. Balancing these competing interests with the City's limited revenues is a challenge for Sandusky's leaders.

[15] Issue 8 Summary 2018, City of Sandusky
[16] Kent State University's Cleveland Urban Design Collaborative. "Sandusky Neighborhood Initiative." Available at: http://www.ci.sandusky.oh.us/Planning%20&%20Zoning/Sandusky%20Neighborhood%20Initiative.pdf

Finance Leadership Turnover

The City's long-term Finance Director ended his employment with the City shortly before the assessment visit occurred. At the time of his departure, the Finance Director reported to the City Manager but he previously reported directly to the Commission.

Based on the assessment interviews, there are silos between financial management (formerly led by the Finance Director) and operational management (led by the City Manager). The City Manager described a budget process where he and the Finance Director created two separate budgets and then reconciled them, mostly through the Finance Director telling the City Manager to reduce his version of the budget. While the City's audit describes a "five-year financial plan [that] shall be updated on an annual basis by the City Manager[17]," the City Manager said this was largely created and maintained by the Finance Director.

The transition to a new Finance Director provides an opportunity for the City to update its multi-year financial projections and adopt an accompanying strategy for using its resources. Until those projections are completed and verified, it is difficult to know how much City government can continue to invest in strategic priorities.

ASSETS

In May 2019, *USA Today* named Sandusky the Best Coastal Small Town in the United States, citing its "revitalized downtown district with plenty of shopping and dining options, recreation on Lake Erie, wine tasting and some of the world's best rollercoasters at Cedar Point[18]." Sandusky does indeed have significant assets that will help leverage its position forward into a more economically viable future.

Asset: Proximity to Cedar Point and Lake Erie

Sandusky is a tourist attraction and vacation destination due to its proximity to Cedar Point, Lake Erie, and the Lake Erie Islands. Millions of tourists travel to Sandusky annually, and their presence has helped the community develop other resources that similarly sized Ohio cities do not have, such as a walkable downtown adjoining the waterfront and marinas, hotels, and restaurants. The City continues to invest in Sandusky's natural resources by constructing the Sandusky Bay Pathway, a 12-mile bike trail and boardwalk that spans the waterfront and will eventually connect to the Ohio Department of National Resources Sheldon Marsh Nature Preserve[19].

In addition to the substantial revenue Cedar Point generates for City government, the amusement park has also given Sandusky brand name recognition in the region beyond Erie County, which gives the City a platform to attract additional economic interests. One assessment participant noted that Sandusky has a higher brand name recognition than the Firelands region does.

Asset: Existing Planning Culture across the City

Sandusky has developed and executed several multi-year plans in recent years, demonstrating its comfort with the concept and implementation of multi-year strategic and financial planning. Examples include:

[17] 2018 CAFR, page X.
[18] Ranking available at https://www.10best.com/awards/travel/best-coastal-small-town-2019/
[19] City of Sandusky. "Sandusky Bay Pathway." Available at: http://www.ci.sandusky.oh.us/news_detail_T12_R9.php

- **Multi-Year operating and capital budgets:** Sandusky uses elements of multi-year financial planning in its operating and capital budget. The former Finance Director developed a five year projection for the operating budget, and the City Manager noted that the City used three year projections to account for contractual wage increases for union employees. In 2016, the City began developing its first multi-year capital plan. The current Capital Improvement Plan (CIP) outlines proposed capital spending on a five-year basis. The City Manager is responsible for managing the CIP, and he works directly with key stakeholders such as residents, local business owners, and the city administrators to ensure projects are not duplicative and have sufficient support[20].

- **Bicentennial Vision Plan:** In 2015, the City started to convene stakeholders to establish a new strategic vision for Sandusky's future. The final report, *Bicentennial Vision 2016-2020*, provides a strategic vision and comprehensive physical master plan with five goals – making Sandusky vibrant, livable, connected, a destination, and celebrated. The Vision takes those broad goals and makes specific recommendations to generate greater economic activity and improve the quality of life for all residents through investments in infrastructure, local businesses, and public spaces. The plan was established through the creation of a steering committee of more than 90 participants. The City Manager believes it has been successful because it had buy-in from all areas of city government, so its goals address all departments[21]. Next year will be the last in the Bicentennial Vision Plan and the City plans to begin work on a successor plan in 2020.

- **Issue 8:** Before Sandusky residents voted on Issue 8, City officials provided a clear outline of what the tax increase would fund, including capital investments, economic development, street and sidewalk repairs, public art, marketing, homeowner assistance programs, and blight remediation. Almost five years after it went into effect, City officials report that this money has largely been used for what they originally intended, despite occasional pressure to divert the money elsewhere. The City Manager believes a key reason the funding increase was successful was that City officials worked together to make sure they were all in agreement about how these new resources would be delegated.

Sandusky's familiarity with multi-year financial and strategic plans shows that local government, City leadership, and community stakeholders understand the power of these tools and how to use them.

Asset: Strong Public-Private Cooperation

City leaders have ambitious and optimistic plans for building Sandusky's future. Their success in developing and implementing previous plans stems in part from their ability to partner with private sector organizations to achieve common goals.

One example of public-private cooperation is the Firelands Regional Partnership. The Partnership is a broad coalition of business, education, and government leaders in north-central Ohio dedicated to advancing economic competitiveness and quality of life in the Firelands region[22]. Members include Civista Bank, Cedar Fair, and the Firelands Regional Medical Center. The Partnership has demonstrated its willingness to make sacrifices on behalf of Sandusky and the region. For example,

[20] For more information, see the 2019 Five-Year Capital Improvement Plan available at: http://www.ci.sandusky.oh.us/Public%20Works/2019%20CIP%20Report_Final.pdf
[21] For more information, see the City of Sandusky Bicentennial Vision Plan available at: http://www.ci.sandusky.oh.us/BICENTENNIAL/Bicentennial%20Plan%202016.pdf
[22] The Firelands Region encompasses all of Erie, Huron, Ottawa, and Sandusky counties and parts of western Lorain and eastern Seneca counties.

Cedar Fair willingly joined Sandusky's campaign to pass Issue 8, even though it meant raising its admissions tax by 1 percent. Civista Bank and Firelands Regional Medical Center also joined this effort. Recently, the members contributed funds to hire a consultant to develop metrics and a task list for local workforce development. According to interviews during the site visit, Civista Bank, Cedar Fair, and Firelands Regional Medical Center each committed $150,000 to implement parts of the Bicentennial Vision Plan.

In April 2019, Bowling Green State University (BGSU) launched a $14 million project in downtown Sandusky. BGSU plans to construct a five-story, 78,000 square foot building that would house a learning center, retail space, and 80 apartments for its students and local residents. The new building is part of BGSU's new partnership with Cedar Fair to offer a degree in Resort Attraction and Management, beginning in fall 2020. The final two years of program will be taught at the new building downtown and Cedar Fair guarantees a co-op position to each student, either at Cedar Point or one of its other amusement parks across North America. BGSU anticipates that about 200 students will enroll in the program[23].

Establishing a long-term economic and financial plan for Sandusky will require the engagement and participation of local businesses and the community, as well as City leadership. The existing relationships and demonstrated track record of success are a significant advantage.

The City Manager, the Commission, and other city officials have high aspirations for their community, envisioning Sandusky as a place where people first come as tourists and then eventually become full-time residents. The Commission leadership and City Manager believe a vital component to accomplishing this is to set up an organizing body with more scale and resources than the several small organizations working in this space, often with a few or no full-time staff. In both the application and the assessment interviews, they described the need for a "quarterback" that can lead in this area, outside of City government itself, and bring the different partners together to capitalize on recent momentum.

RECOMMENDED TECHNICAL ASSISTANCE IN SANDUSKY

Throughout the assessment visit, City officials described Sandusky's progress in setting a strategic vision, collaboratively designing plans that advance that vision, and then executing those plans in a way that is faithful to the vision and disciplined in its allocation of resources. City leaders emphasized that a potential OSRN engagement would help the City build on that momentum, as Sandusky enters the final year of the Bicentennial Vision Plan and thinks about what comes next.

We agree that there is a strong match between Sandusky's needs and opportunities and the Network's skill set. The Network proposes working with the City of Sandusky and its private and public sector partners to position the community for success on its next strategic plan by doing the following:

1) Develop a multi-year financial plan for City government that shows how it will allocate its limited resources to invest in core municipal services and also remain an engaged, invested partner in community and economic development efforts.

2) Complete a stakeholder map and power analysis to lay the groundwork for a regional collaborative body to implement key initiatives that extend beyond the City government, beginning with workforce development. With funding for additional scope, the project could

[23] "BGSU, Cedar Fair Partner for New Degree Opportunity." April 2019. Bowling Green State University. Available at: https://www.bgsu.edu/news/2019/04/bgsu-cedar-fair-partner-for-new-degree-opportunity.html

also extend to provide an organizing framework and structure for the regional collaborative body.

Participation in the Ohio State Resource Network would also provide Sandusky with access to the peer-to-peer resources and activities led by the Greater Ohio Policy Center. Those include:

- Research related to state policy barriers and missed opportunities to determine the city's needs and potential solutions. The findings will be memorialized in short memos and/or white papers that will be useful to the city in conversations with Ohio policymakers (e.g., Auditor of State, JobsOhio).

- Peer-to-peer networking and learning opportunities for Sandusky to discuss their common challenges and goals with other OSRN participating communities and receive more information on best practices that complement the direct community assistance they are receiving through OSRN.

DEVELOP A MULTI-YEAR FINANCIAL PLAN

City government has reached a transition point from a financial management perspective following the recent departure of the long-time Finance Director. His tenure with City government and the former structure in which he reported directly to the City Commissioners created silos where financial management (led by the Finance Director) and operational management (led by the City Manager) are not fully integrated. The City Manager described a budget process where he and the Finance Director create two separate budgets and then reconcile them, mostly through the Finance Director telling the City Manager to reduce his version of the budget. While the City's audit describes a "five-year financial plan [that] shall be updated on an annual basis by the City Manager[24]," the City Manager said this was largely created and maintained by the Finance Director.

Separate from these organizational issues, City government needs to evaluate whether it is making enough capital investment in its core functions. Department leaders cited the poor condition of police vehicles, concerns about two of the three fire stations, and the lack of money for facility repairs, beyond those that can be incorporated in the operating budget. They also cited the large inventory of parks, sidewalks, and neighborhood streets, and the lack of sufficient funding to invest in them, which hampers community development efforts.

The passage of Issue 8 has been a success in terms of raising revenue to advance strategic priorities, just as promised during the campaign in support of it. As one department leader described, it has given the City funding to catch up on 15 years of underinvestment in key areas. But it has also elevated community expectations about how quickly the City will repair, rehabilitate, and replace other public amenities that are not covered by Issue 8. The City has created a capital plan and added staff and a tool to manage the many projects in it. The next step is to integrate that capital plan more fully with the City's operating budget.

The Network proposes to assist the City of Sandusky in developing a new, comprehensive five-year financial plan. A multi-year financial plan takes a comprehensive look at a government's finances projected over several years to identify future gaps in resources, including any operating deficits, and provide strategies to fill those gaps in a way that advances a strategic vision.

Multi-year financial plans ensure that city governments are financially sustainable at four levels:

[24] 2018 CAFR, page X.

- Cash position: The ability to pay immediate liabilities when they are due
- Budget position: The ability to generate enough revenue over the course of a fiscal year to meet expenditures and avoid deficits
- Structural position: The ability to ensure that recurring revenues meet recurring expenses so the City can sustain core operations over several years
- Strategic position: The ability to invest in the services that residents want at a price they are willing to pay, even as those needs and preferences change

Assessment participants did not express any concerns about Sandusky's cash position. They described the impact of limited resources on the City's budgetary position, but did not signal any urgent concerns in this area. Our goal for this process is to ***evaluate City government's structural position and provide recommendations for improving it, with the ultimate objective of strengthening City government's strategic position.***

We will also evaluate City government's readiness for any recession that occurs over the five-year planning period. Multiple participants referenced the hard decisions that City government made following the Great Recession, including significant reduction in headcount. Considering the critical role that tourism plays in Sandusky's economy and the degree to which tourism can be affected by economic downturns, the City should evaluate its ability to weather the next financial storm before it arrives.

The Network will deploy a team to develop a baseline multi-year financial forecast, integrate the known capital needs into that baseline, review current operations to determine if there are opportunities to reallocate resources, and then provide targeted recommendations on how to address any budgetary shortfall and strengthen City government's structural position. The team will incorporate that analysis in a five-year plan document that the Commission and City Manager can use in their own discussions on budgetary, hiring, borrowing and operational decisions and share with their private, non-profit and other public sector partners when developing Sandusky's next strategic plan.

STEP I: FINANCIAL TREND ANALYSIS AND FIVE-YEAR PROJECTION

The project team will develop a five-year projection for the General and Capital Projects Funds in a baseline "carry forward" or status quo scenario to determine the likelihood that Sandusky will have a budgetary deficit absent corrective action during the plan period.

This analysis provides a quantified answer to the question whether City government has structural financial stability. It also helps identify the specific revenue and expenditure lines that drive City government's financial performance and surface opportunities to change that performance, if needed.

The Network team will use historical financial data, demographic and economic data, and insight from City management to generate the projections and financial trend analysis that distills the City's financial performance into a narrative that is accessible to people without a background in municipal finance.

At the end of the engagement the team will deliver the budget projection model to the City so that the Commission, City Manager, and new Finance Director can use it going forward.

STEP II: RECESSION READINESS ASSESSMENT

The team will conduct a recession readiness assessment that evaluates City government's reserve levels, the sensitivity of key revenues to an economic downturn, and the percentage of budget committed to fixed costs. For the revenue discussion, the team will meet with Cedar Fair and other major employers identified by the City to discuss their sensitivity to an economic downturn. Depending on the findings, the analysis may include recommendations regarding the use of budget stabilization funds, revenue diversification, debt management, or capital improvement planning.

STEP III: OPERATIONAL REVIEW AND CAPITAL PLAN INTEGRATION

Financial figures only tell part of the story regarding City government's needs and resource allocation decisions. The team will meet with the City's department directors (and select division managers for Public Works) to discuss their needs, opportunities and limitations regarding staffing and major non-personnel expenditures. The financial trend analysis completed in Task I may also surface issues for discussion regarding how the City currently allocates its resources and whether there are opportunities to do so differently in support of the Bicentennial Vision Plan or its successor plan.

Depending on the level of information available in the City's Capital Improvement Plan, we will also integrate the projects from that document into the projection model to guide discussions about which projects the City can afford, when, and under what circumstances.

STEP IV: INITIATIVE DEVELOPMENT AND PLAN PRESENTATION

Based on the information collected to date, the analysis conducted during the prior steps will likely identify gaps between the City's needs and resources to meet those needs, absent corrective action. The team will identify a handful of potential high-impact, high-priority initiatives to address any budgetary shortfall, increase the amounts available for investment in the City's capital plan, or set aside for investment in priorities in the Bicentennial Vision Plan or its successor plan.

The team will take the findings from all four steps and document them in the form of a detailed PowerPoint-based report. The team will present the report to the Commission, City management, the Firelands Regional Partnership, and other partners identified by the City.

SUPPORT THE ESTABLISHMENT OF A REGIONAL COLLABORATIVE BODY

During the assessment visit, the City and Firelands Regional Partnership both expressed a desire to sustain momentum from the passage of Issue 8 and the implementation of the Bicentennial Vision through a more structured and sustainable regional collaborative body. The regional collaborative body would institutionalize the successful partnerships across sectors and jurisdictions that have led to several big wins and provide a formal means to implement future projects together, such as the workforce development plan currently in development via the Firelands Regional Partnership.

The Firelands Regional Partnership is composed of the three largest employers in Sandusky – Civista Bank, Cedar Point, and Firelands Regional Medical Center. This partnership provided substantial support to the passage of Issue 8 and the City's Bicentennial Vision. However, it is limited to private sector companies who lack a "quarterback" to help deliver consistent coordination among its members and the local jurisdictions with whom it partners – including the City of Sandusky.

Similarly, the City of Sandusky has played an important integrative role in the passage of Issue 8 and the Bicentennial Plan. However, many of the projects on the horizon that would continue the momentum for Sandusky's recovery rely on regional partners. Such projects would include workforce development and regional economic development initiatives.

Recognizing this, the City of Sandusky and its partners have already begun advancing plans for a regional collaborative organization. This includes an analysis of precedent frameworks used by similar regional entities, selection of a preferred model, and a preliminary outline of the vision, focus areas, structure, and capacity and funding needs that will allow this new entity to accomplish its primary goals.

To build on this momentum, the Network can provide additional support targeted at validating the preliminary work that has been completed to-date and advancing a business plan and implementation roadmap for the new regional collaborative body.

STEP I: Stakeholder Outreach & Validation

To validate the existing framework for the regional collaborative body and ensure the structure is adequately positioned to address the interests of all the partners involved, the Network will conduct targeted outreach with selected stakeholders to better understand their goals and priorities. These stakeholders may include the City, the Firelands Regional Partnership, or local foundations. The Network will evaluate the alignment between the proposed framework and the stakeholder's priorities to validate whether the framework provides a long-term model for advancing implementation of key stakeholder initiatives. If necessary, the Network will propose modifications to the existing framework to achieve better alignment with stakeholder priorities.

STEP II: Strategy & Implementation Roadmap

After validating the framework for the regional collaborative body, the Network will work with the City of Sandusky and its partners to determine a defined scope of work for advancing a strategy and implementation roadmap for the new entity. The scope of work may focus on advancing the overall framework of the new entity or focus exclusively on one specific initiative. This will be decided in collaboration with the City and its partners to align with what they view as their highest priority need.

The Network will develop a strategy and implementation roadmap for the new entity that will allow this organization to direct future actions and provide a benchmark for monitoring progress. This work will build on past planning efforts, an assessment of regional needs, and work completed by the Partnership to-date.

It will outline a set of priorities within each of the entity's selected focus areas and identify the appropriate sequence of actions and associated execution needs required to accomplish them. The strategy will focus on a 3-year time horizon and prioritize identifying "quick-wins" that ensure buy-in for continued collaboration across stakeholders and communicate momentum to funders and community stakeholders. Additionally, the Network will also assign roles and responsibilities to staff within the regional collaborative entity or to relevant partners and articulate the key targets and associated timeframes for each initiative. This will be packaged into a clear implementation roadmap that can be used to guide the actions of the new regional collaborative body.

CONDUCT STATE POLICY RESEARCH

The Network expects to identify state policy barriers and missed opportunities that are relevant to the City of Sandusky. Additionally, the project team will work with stakeholders to identify needed policy reforms and changes that will accelerate Sandusky's transition into a fiscally sustainable, revitalized community. We will conduct "real time" research to bring potential solutions. We also expect to cross reference policy-need findings with other communities across Ohio to identify shared goals. Our research will be memorialized in short memos and/or white papers for the City and other stakeholders to use in conversations with Ohio policymakers (e.g., Auditor of State, JobsOhio, etc.)

PROVIDE PEER NETWORKING AND LEARNING OPPORTUNITIES

The Network will provide peer-to-peer networking and learning opportunities for Sandusky and other OSRN communities. Agendas for the events will be driven by the needs of participating communities. The project team will determine common challenges and goals and design the meetings around shared concerns. All OSRN communities are unique but share a common set of challenges which include: thinly stretched local capacity and civic leadership; a dearth of resources (human and financial) to quickly respond to inaccurate or myopic reporting by local, state and national media sources; and uneven awareness of existing state programs (and funding sources) that can help achieve community goals. These topics (and others) are examples that the project team will address. All topics will be important complements to the direct technical assistance each community receives through the OSRN.

Peer networking and learning opportunities will involve, not only government officials, but other diverse participants to ensure communities can more effectively deploy the information learned in the events. We will actively recruit and encourage OSRN communities to invite: senior staff and board chairs of community and family foundations; senior staff and board chairs from Chambers of Commerce and regional economic development entities; local educational institutions, especially community colleges and technical schools; presidents of local and regional banks; senior leadership from the local/regional hospital systems; regional planning senior staff; community development corporations and community action agencies; and other local leaders.

Research shows that communities with good inter-sector relationships are creating measurable, positive change in their communities. The peer-to-peer convenings can also be used by the City of Sandusky to recruit their colleagues with whom they desire to build stronger inter-sector relationships. Agendas will be written so that the philanthropic, private, nonprofit, and educational sectors understand the value of their support for their local government officials.

PROJECT DURATION AND ESTIMATED COST

The project team will begin work in late November 2019 and anticipates completion of the multi-year financial planning component of the work by late April 2020. The proposed timeline and key milestones for the multi-year planning portion of the engagement are:

- Late November 2019
  - Begin Task I: Financial condition assessment

- Late December 2019/early January 2020
  - Continue Task I: Provide preliminary findings from financial condition assessment and draft five-year baseline projection

- January 2020
  - Complete Task I: Deliver financial condition assessment and baseline projection
  - Begin and complete Task II: Recession readiness assessment (date for analysis delivery TBD)

- February 2020
  - Begin and complete Task III: Operational review and capital plan integration

- March 2020
  - Begin Task IV: Initiative development and plan presentation

- April 2020
    - Complete Task IV: Plan presentation to audiences identified by City

The start date for working on the regional collaborative body is flexible, though we recommend conducting the work in early 2020, after the baseline projection and recession readiness analysis is delivered, so it can be used as a reference for discussion with all stakeholders.

The projected cost for the engagement is $187,500. The Ohio State Resource Network will fund 75 percent of the engagement ($140,625) and the City of Sandusky or its partners will be responsible for $46,875.

ORDINANCE NO.__________

AN ORDINANCE APPROVING AND RATIFYING THE SUBMISSION OF AN APPLICATION TO THE NATIONAL RESOURCE NETWORK AND AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE NATIONAL RESOURCE NETWORK FOR ASSISTANCE RELATED TO THE DEVELOPMENT OF MULTI-YEAR FINANCIAL PLAN; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the National Resource Network (Network) was established under a cooperative agreement between the U.S. Department of Housing and Urban Development (HUD) and Enterprise Community Partners, Inc. and was created out of demand from communities around the country to have access to experts, technical advice, and information that can help them address the mounting challenges of growing inequality, high unemployment, under-performing schools, aging infrastructure, and vacant and blighted properties; and

WHEREAS, for many local governments facing dwindling budgets, especially those facing significant economic shocks, these challenges have made it difficult to effectively attract jobs, retain an educated workforce, grow the middle class, and revitalize their economies and the Network helps communities address these challenges through on-the-ground expert engagements and advisory services, and assists in developing and implementing cross-cutting strategies designed to promote economic recovery at the local level; and

WHEREAS, in 2017, the Network received a grant from Arnold Ventures (AV) to supplement its initial funding under the HUD Cooperative Agreement and a portion of the AV funding has been designated to establish an Ohio State Resource Network (OSRN) that brings the Network’s approach to more Ohio communities and specifically provides support for technical assistance related to the development of multi-year financial plans; and

WHEREAS, in August 2019, the Network invited a group of eligible communities to apply for technical assistance related to the development of multi-year financial plans and subsequently the City submitted an application on August 30, 2019, and participated in on-site assessment on October 8, 2019; and

WHEREAS, based on the assessment and ensuing discussions with the City, the Network will provide the following deliverables to the City:

- New Multi-Year Financial Plan
  Five-Year Financial Projection with Baseline Status Quo Scenario
  Comprehensive Report in the form of a detailed PowerPoint Presentation
  Presentations on the Final Report to the City

- Regional Collaborative Body
  Strategy and Implementation Roadmap

WHEREAS, the total estimated cost of the assistance is $187,500.00 of which $140,625.00 (75%) will be funded by the Network through the AV grant and the City's share of $46,875.00 (25%) will initially be paid with operating funds from the City Manager's budget dedicated for strategic planning and it is the City's goal to offset a portion of these costs through private donations; 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 Memorandum of Understanding and initiate the process for payment and to allow the Network to begin the first phase and ultimately complete the plan by the timeline schedule of April 30, 2020; and

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

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

Section 1. This City Commission hereby approves and ratifies the submission of an application for assistance to the National Resource Network and authorizes and directs the City Manager to enter into a Memorandum of Understanding with the National Resource Network for assistance related to the development of a multi-year financial plan, substantially in the same form as Exhibit "A", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Ordinance.

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

Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this

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

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

____
PRESIDENT OF THE CITY COMMISSION

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

Passed: January 13, 2020

Memorandum of Understanding between
the City of Sandusky and the National Resource Network
December 11, 2019

1. This Memorandum of Understanding commemorates an agreement between the City of Sandusky (the "City"), a municipality in the State of Ohio and the county seat of Erie County, and the National Resource Network (the "Network").

2. The Network was established under a cooperative agreement between the U.S. Department of Housing and Urban Development ("HUD") and Enterprise Community Partners, Inc. ("Enterprise") (the "HUD Cooperative Agreement").

3. The Network was created out of demand from communities around the country to have access to experts, technical advice, and information that can help them address the mounting challenges of growing inequality, high unemployment, under-performing schools, aging infrastructure, and vacant and blighted properties. For many local governments facing dwindling budgets, especially those facing significant economic shocks, these challenges have made it difficult to effectively attract jobs, retain an educated workforce, grow the middle class, and revitalize their economies. The Network helps communities address these challenges through on-the-ground expert engagements and advisory services, among other forms of assistance. The goal of the Network is to assist communities in developing and implementing cross-cutting strategies designed to promote economic recovery at the local level.

4. In 2017, the Network received a grant from Arnold Ventures (hereafter "AV") to supplement its initial funding under the HUD Cooperative Agreement. A portion of the AV funding has been designated to establish an Ohio State Resource Network (hereafter "OSRN") that brings the Network's approach to more Ohio communities. The AV funding specifically provides support for technical assistance related to the development of multi-year financial plans.

5. The Consortium Members have formed a Governing Board for the Network. The Network Governing Board has agreed that David Eichenthal will act as the Executive Director of the Network, and, as part of that role, is authorized to sign contracts, agreements, memoranda of understanding, and other instruments that establish and implement the relationships between the Network and cities receiving Network provided technical assistance.

6. The Network is working collaboratively with the Greater Ohio Policy Center (hereafter "GOPC"), a 501(c)3, non-profit organization incorporated in Ohio. GOPC deploys a strategic mix of advocacy, research, publications, convenings, and stakeholder partnerships to drive independent, creative policy reforms and achieve practical, politically savvy results.

7. In August 2019, the Network invited a group of eligible communities to apply for technical assistance related to the development of multi-year financial plans. On August 30, 2019, the City of Sandusky submitted an application to the Network prepared by Eric Wobser, the City Manager.

8. Network and GOPC staff participated in an on-site assessment visit on October 8, 2019, and followed up with a telephone conference call with the City Manager to discuss the assessment findings and components of a potential engagement on November 27, 2019.

9. On the basis of the assessment and the telephone conference call, the Network developed a proposal for the delivery of direct assistance including:

Phase I: Develop a new multi-year financial plan

The Network will assist the City of Sandusky in developing a new, comprehensive five-year financial plan. A multi-year financial plan takes a comprehensive look at a government's finances projected over several years to identify future gaps in resources, including any operating deficits, and provide strategies to fill those gaps in a way that advances a strategic vision.

The Network will also evaluate City government's readiness for any recession that occurs over the five-year planning period. Multiple participants referenced the hard decisions that City government made following the Great Recession, including a significant reduction in headcount. Considering the critical role that tourism plays in Sandusky's economy and the degree to which tourism can be affected by economic downturns, the City should evaluate its ability to weather the next financial storm before it arrives.

The Network will deploy a team to develop a baseline multi-year financial forecast, integrate the known capital needs into that baseline, review current operations to determine if there are opportunities to reallocate resources, and then provide targeted recommendations on how to address any budgetary shortfall and strengthen City government's structural position. The team will incorporate that analysis in a five-year plan document that the Commission and City Manager can use in their own discussions on budgetary, hiring, borrowing, and operational decisions and share with their private, non-profit, and other public sector partners when developing Sandusky's next strategic plan.

Step I: Financial Trend Analysis and Five-year Projection

The Network will develop a five-year projection for the General and Capital Projects Funds in a baseline "carry forward" or status quo scenario to determine the likelihood that Sandusky will have a budgetary deficit absent corrective action during the plan period.

This analysis provides a quantified answer to the question whether City government has structural financial stability. It also helps identify the specific revenue and expenditure lines that drive City government's financial performance and surface opportunities to change that performance, if needed.

The Network team will use historical financial data, demographic and economic data, and insight from City management to generate the projections and financial trend analysis that distills the City's financial performance into a narrative that is accessible to people without a background in municipal finance. At the end of the engagement the team will deliver the budget projection model to the City so that the Commission, City Manager, and Finance Director can use it going forward.

Step II: Recession Readiness Assessment

The Network will conduct a recession readiness assessment that evaluates City government's reserve levels, the sensitivity of key revenues to an economic downturn, and the percentage of budget committed to fixed costs. For the revenue discussion, the team will meet with Cedar Fair and other major employers identified by the City to discuss their sensitivity to an economic downturn. Depending on the findings, the analysis may include recommendations regarding the use of budget stabilization funds, revenue diversification, debt management, or capital improvement planning.

Step III: Operational Review and Capital Plan Integration

Financial figures only tell part of the story regarding City government's needs and resource allocation decisions. The Network will meet with the City's department directors and select division managers for Public Works to discuss their needs, opportunities, and limitations regarding staffing and major non-personnel expenditures. The financial trend analysis completed in Step I may also surface issues for discussion regarding how the City currently allocates its resources and whether there are opportunities to do so differently in support of the Bicentennial Vision Plan or its successor plan.

Depending on the level of information available in the City's Capital Improvement Plan, we will also integrate the projects from that document into the projection model to guide discussions about which projects the City can afford, when, and under what circumstances.

Step IV: Initiative Development and Plan Presentation

Based on the information collected to date, the analysis conducted during the prior steps will likely identify gaps between the City's needs and resources to meet those needs, absent corrective action. The Network will identify a handful of potential high-impact, high-priority initiatives to address any budgetary shortfall, increase the amounts available for investment in the City's capital plan, or set aside for investment in priorities in the Bicentennial Vision Plan or its successor plan.

The Network will take the findings from all four steps and document them in the form of a detailed PowerPoint-based report. The team will present the report to the Commission, City management, the Firelands Regional Partnership, and other partners identified by the City.

Phase II: Support the establishment of a Regional Collaborative Body

The City of Sandusky and its partners have already begun advancing plans for a regional collaborative organization. This includes an analysis of precedent frameworks used by similar regional entities, a selection of a preferred model, and a preliminary outline of the vision, focus areas, structure, and capacity and funding needs that will allow this new entity to accomplish its primary goals.

To build on this momentum, the Network can provide additional support targeted at validating the preliminary work that has been completed to-date and advancing a business plan and implementation roadmap for the new regional collaborative body.

Step I: Stakeholder Outreach & Validation

- January 2020: Stakeholder outreach and evaluation of alignment between the proposed framework and stakeholder priorities.

Step II: Strategy & Implementation

- February 2020: Define scope for advancing a strategy and implementation roadmap for the new entity. The scope may focus on advancing the overall framework or focus on one specific entity.

- March – April 2020: Strategy and implementation roadmap will allow the organization to direct future actions and provide a benchmark for monitoring progress.

10. The direct assistance plan will be executed by the following team of representatives of the Network:

    Gordon Mann of PFM and Victoria Brown of Enterprise. Additional members of the team may assist in the execution of the direct assistance plan as needed.

11. The Network will provide the following deliverables to the City:

    Multi-year Financial Plan
    - Five-year financial projection model with baseline *status quo* scenario;
    - Comprehensive report in the form of a detailed PowerPoint presentation;
    - Presentations on the final report to the City.

    Regional collaborative body
    - Strategy and implementation roadmap

12. The Network estimates that the value of the direct assistance to the City of Sandusky is $187,500. The Network will fund seventy-five percent (75%) of this cost with funds provided by AV pursuant to its grant to the Network. The City of Sandusky agrees that it will provide twenty-five percent (25%) of the total estimated cost of the direct assistance plan, or $46,875. The City may provide funds from its own local government budget or it

may secure a commitment of funding from a third party. The City shall either make payment of its share of the cost or ensure third party payment no later than sixty (60) days after the execution of this memorandum, or on a schedule mutually agreed upon by the City and the Network prior to the commencement of the direct assistance engagement. If payment of the City's share of the costs is not received by the 60th day, the Network may exercise its right to stop work until payment is received. Whether Sandusky intends to secure third party funding or not, the City is responsible for meeting this requirement. In the event that the projected cost of the direct assistance plan increases without an increase in scope, the Network will be solely responsible for any increase in cost. If the value of the direct assistance increases due to an increase in scope agreed to by the Network and the City and commemorated by a written amendment pursuant to section 17 of this memorandum, the City will then be responsible for twenty-five percent (25%) of any increase in cost.

13. The fiscal sponsor for the Network is Enterprise. All payments should be sent to Enterprise in accordance with the attached payment instructions.

14. In addition to the provision of matching funds for the cost of the direct assistance plan set forth in section 9, the City also agrees to and commits to the following:

    a. Upon execution of this memorandum, the City Manager commits to a good faith effort to implement actions developed as part of the direct assistance plan.
    b. As part of the execution of this memorandum, the City commits to provide timely cooperation to all reasonable requests by the Network for documents, data and other information. In addition, the City commits to participate in regular meetings as set forth in the timetable detailed in sections 10 and 11 above and to arrange and participate in such meetings determined to be necessary by the Network as part of the direct assistance plan.
    c. Upon execution of this memorandum, the City shall designate a senior official to act as the project manager and point of contact for the Network in the execution of the direct assistance plan.
    d. The City agrees and acknowledges that an integral part of the direct assistance provided by the Network will be peer-to-peer activity led by GOPC. The City shall take reasonable steps to engage with the Network and GOPC through the peer-to-peer activity process during the term of the direct assistance plan and for an additional three years after completion of the direct assistance.

15. Decisions related to the direct assistance plan shall be commemorated in writings, including e-mails, between the Network's designated team lead and the City's designated project manager. This provision shall not apply to routine sharing of information or interviews or meetings between members of the Network team and officials of the City and other stakeholders.

16. External communications by the Network, including communications with members of the media, may be limited based on provisions of the grant agreement between AV and the Network. The City is not bound by such limitations.

17. This memorandum is subject to termination at any time by either party. Such party who wishes to terminate the memorandum shall send a written notification to the other party at least (30) thirty days prior to the termination date. This memorandum will be effective upon the Network's execution in the space provided below. This memorandum may be amended by a written amendment executed by both the Network and the City.

______________________________ ________________

David Eichenthal, Executive Director, National Resource Network Date

__________________________________ ________________

Eric Wobser, City Manager, City of Sandusky Date

Enterprise

Payment Instructions

For payment by wire:

Bank Name	**M & T Bank Corporation**
Bank ABA#:	**022 000 046**
Bank Acct. Name:	**Enterprise Community Partners, Inc. Operating Account**
Bank Account #:	**970150800**
Reference:	**NRN City: _______________________**

For payment by check:

Please send to:	**Enterprise Community Partners, Inc. P.O. Box 64854 Baltimore, MD 21264-4854**
By Fed Ex:	**M&T Bank / Montgomery Park 1800 Washington Boulevard Baltimore, MD 21230 Attn: Lockbox #64854**

(Please reference "NRN City: _______________" on check.)